

Research on Problems and Measures of the Consumer's Rights Protection under the Micro-Business Model

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Abstract: WeChat marketing is popular with consumers as a new type of social network e-commerce. Therefore, the protection of the consumer's rights and interests in WeChat marketing turns to be the top priority of the WeChat marketing. Protecting the consumer's rights and interests represents the common responsibility of the whole society. As the consumer's rights and interests are violated sometimes in WeChat marketing, this paper analyzes the characteristics of consumer rights protection in WeChat marketing. Based on the problems on the protection of consumer's rights and interests of WeChat marketing in China, the corresponding legal countermeasures are proposed.

1. Introduction

With the increase of WeChat users, there are more and more micro-businesses using the WeChat to engage in the sales. The WeChat trading market is booming, but the types of violation of the consumer's rights are also emerging.[1] The number of violation cases complained by consumers has increased substantially every year, which has affected the enthusiasm of consumers for shopping. [2] As the WeChat marketing is an emerging e-commerce model, the existing laws cannot regulate illegal business practices in WeChat marketing. The virtual and concealed WeChat marketing is not conducive to the supervision of administrative law enforcement agencies. In addition, the limited supervision ability of industry associations has made consumers' rights protection more complex. Therefore, it seems particularly important to study the problems of consumer's rights protection of WeChat marketing in China.

2. Characteristics of Consumer's Rights Protection in WeChat Marketing

2.1. The More Complex Legal Relationship of the WeChat Marketing Entity

The legal relationship of the WeChat marketing entity refers to the rights and obligations of the operators and consumers in the WeChat transactions.[3] As a new type of e-commerce model, WeChat marketing methods have undergone new changes and the legal relationships are strengthened in specific transactions. For example, consumers can directly pay by red envelope transfer in WeChat shopping. [4] It is convenient, but it also has risks. As the red envelopes are tied to personal bank cards, it is easy to disclose personal account information by red envelope transfer, and there exists risks such as "fishing link" and "Trojan link". [5] Therefore, it is necessary to protect security rights, increase the feasible measures to ensure payment security, and adapt to the new requirements of network payment.[6] In addition, due to the different WeChat marketing models, the service provided by the WeChat platform as well as the legal relationship between the platform and the buyer are both different. In the event of a dispute, the compensation subject faced by consumers is also more complicated.

3. Need of More Diverse Means of Consumer's Rights Protection in WeChat Marketing

First, it is stricter to require the operator's honesty and credit. As the WeChat marketing has the characteristics of "acquaintance economy", consumers buy goods based on trust between friends. Once the goods or services have been well received by consumers, consumers will continue to pay

attention to the shopping news released by the WeChat public account, and the operators will enjoy steady sales. Some consumers will also help promote the product, which will help operators gain a greater market share. Therefore, the WeChat marketing attaches more importance to the honesty and credit of network operators.[7] Secondly, it requires higher professional network technology. WeChat shopping relies on mobile phone carriers, and now everyone's mobile phones are almost all equipped with banking APPs and financial soft wares like Alipay. Lawbreakers continue to develop various viruses to invade personal accounts, steal personal information and money from bank cards.[8] Some illegal operators also tried to steal information through the "two-dimensional code", which leads to the disclosure of personal information of WeChat users. Therefore, WeChat Shopping has higher requirements for network trading system technology.

4. Problems in the Protection of Consumer's Rights under the Micro-business Model

4.1. Shortage of Clear Legal Norms of Micro-business Transactions □

There are currently no clear legal regulations governing micro-business in China. The high legal hierarchy laws concerning the protection of consumers' rights and interests in China's current legal system mainly include Consumer Law, Food Safety Law and the Product Quality Law, but these laws do not involve the protection of consumers' rights and interests in terms of the micro-business. The anti-reliance system of online shopping is mentioned only in the Consumer Law. China has enacted a series of laws, regulations and normative documents that regulate e-commerce, such as the Electronic Signature Law since 1994. Although it can provide reference for the protection of consumer rights and Interests under the micro-business model, the legal hierarchy of these regulations on e-commerce is lower. And most of them involve only some marginal issues, such as password management of electronic authentication service, e-commerce mode, not involving the core issues of e-commerce. In addition to electronic signatures, there are no provisions on electronic transactions, product quality and consumer rights protection and it is difficult to apply it specifically to the protection of consumer rights.

4.2. Inadequate Supervision and Management of Micro-business

Based on the mobile social platform— WeChat, the micro-business of WeChat Moment represents the product of combination between social platform and business as well as the result of the decentralization of social platform's purpose or function. This makes the micro-business turn to be both an untypical social behavior and an unpurified commercial transaction. Although WeChat marketing also belongs to the network marketing, it has its own particularity different from traditional network e-commerce. As a micro-commercial platform, WeChat has its own privacy and closeness because it was originally a private social platform, which itself makes it difficult for regulators to intervene. In addition, as there is no clear definition of the nature of the theoretical community as well as the application of laws and regulations, it is even more difficult for relevant departments to start their supervision.

4.3. Difficulty of Exercising the Consumer' Compensation Claim

In the micro-business transaction dispute, consumers need to provide electronic evidence of payment vouchers, chat records when defending their rights. However, in the actual situation of micro-business transaction of WeChat Moment, on the one hand, consumers have no awareness of retaining evidence because of their trust in acquaintances; on the other hand, such electronic evidence is not easy to preserve, which often leads to consumers not being able to provide rights protection evidence in the event of consumer disputes. According to this, it is difficult to protect their rights and interest. In addition, there is no restriction on posting information on the social platform such as WeChat. Anyone who registers a WeChat account can publish product information at will. Once a dispute occurs, both the publisher of advisement and the seller of goods can delete the information they publish anytime and anywhere, which further increases the difficulty for consumers to defend their rights.

5. Improvement of Consumer's Rights Protection Laws under the Micro-business Model

The virtual, concealed and cross-regional WeChat transactions increase the inequality of consumers in the shopping. Therefore, it is necessary to protect the rights and interests of consumers in all aspects. In addition to the legislative perspective, it can also protect consumer's rights and interests by strengthening the WeChat platform management, operators' self-discipline and consumer's awareness of rights protection.

5.1. Safeguarding the Right to Know of Consumers in WeChat Marketing

The protection of the consumer's right to know requires the cooperation of the operators. In the virtual WeChat transaction, the operator should upload the pictures of goods, promote the function of goods, open the objective user evaluation and submit the real information such as name, business address, ID card and contact information to the WeChat platform. These requirements form an external constraint on the operator and constrain the operator to operate in good faith according to law. Eligible operators should go to the industrial and commercial institutions for registration and actively disclose the business license to the prominent position of the website. The WeChat platform shall review and register the personal data, business information and administrative license qualifications provided by the operators, and establish registration files. If there is any change, the operator shall promptly inform the WeChat platform, and the platform shall update the information of the operator accordingly to protect the consumer's right to know.

5.2. Safeguarding the Fair Trading Rights of Consumers in WeChat Marketing

Safeguarding the fair trading rights of consumers means ensuring that consumers buy products that meet the quality standards at a reasonable price. The industry associations have the responsibility to maintain the rights and interests of consumers in WeChat marketing. The e-commerce association regulates the behavior of operators by establishing uniform measurement and price standards. WeChat operators should draw attention to the format clauses in the goods or service contracts in an obvious way and explain them according to the requirements of consumers. WeChat operators should explain the characteristics and functions of the products on the front page of micro-shop and truthfully disclose the price of the products. They are not allowed to arbitrarily mark the price; in order to ensure the integrity of goods and services, they must be honest and be responsible for the quality of the goods and services provided by you. The WeChat platform can establish a quality assurance mechanism. When the illegal behavior of the operator infringes on the rights and interests of the consumer, the corresponding amount can be extracted to compensate the consumer. The WeChat platform can open complaint channels, widely accept consumer complaints against illegal operators and deal with infringement issues in a timely manner to protect consumer's fair trading rights.

5.3. Strengthening the Protection of Consumer Safety Rights in WeChat Marketing

Firstly, it is necessary to maintain the personal safety of consumers. Operators should strengthen self-discipline, conduct business activities according to law, and sell qualified products. Once the operator finds that the product or service is defective, the investigation and analysis should immediately be organized, and the consumer should be informed to stop using the product through WeChat or telephone, and the reasonable compensation should be given.

Secondly, it is necessary to maintain consumers' payment security. The WeChat platform draws on Alipay's experience and it is necessary to establish a third-party payment supervision platform. After the establishment of the WeChat sale and purchase contract, the amount paid is only temporarily stored in the third-party supervision platform rather than directly into the operator's account before the consumer receives the goods. Once the operator does not ship, the third-party payment supervision platform can return the payment to the consumer's account, and the property security right is effectively guaranteed. In addition, in the face of various mobile phone viruses, WeChat platform should also strengthen technical support to ensure consumer payment security. Consumers should also be vigilant and report to the WeChat platform immediately when receiving

phishing links to avoid unnecessary property damage.

Thirdly, it is necessary to maintain consumers' privacy. WeChat users enjoy the right to use their personal information independently. WeChat platform and merchants should establish a sound information confidentiality and management system, and cannot collect personal information of users without any reason. The principles of legal collection, handling, and use should be explained to the user in advance, and the consent of the consumer should be obtained.

5.4. Guaranteeing the Consumer Claims in WeChat Marketing

As a platform for WeChat transaction, WeChat platform should constantly improve transaction rules, such as building a deposit system. "Temporary Measures for Online Purchase of Goods for 7 Days without Reasons for Return" stipulates that the provider of the online trading platform shall inspect and supervise the seller's performance of the seven-day unreasonable return, and take necessary technical measures and management measures to ensure the implementation of the consumer's right of return. When the consumer returns the goods with quality problems, the seller does not return the payment in time and then the WeChat platform first compensates with the deposit paid by the seller in order to protect the consumer's return claim.

6. Conclusion

As the micro-business is an emerging industry, there is currently no monograph on micro-business supervision and few relevant academic research literatures in China. In order to protect consumers' rights and interests in WeChat marketing, this paper proposes to establish and improve relevant systems as well as strengthen the co-governance between government and industry associations, WeChat platform supervision, and self-discipline of operators. This will promote the healthy and harmonious development of WeChat marketing as well as the sound and rapid development of social network e-commerce.

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