Consumer Rights Protection in Electronic-Commerce in Ghana: Lessons from British Commercial Jurisprudence

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ABSTRACT

Electronic Commerce is growing steadily in Ghana. This has come as a result of the exponential growth of internet access and related applications especially among the middle class in Ghana. The proliferation notwithstanding, internet business comes with significant trust and privacy concerns that are disincentive to the sustainable growth of electronic commerce in Ghana. To allay the fears of consumers’ online shopping experience, there is the need for various cyber law regulations in Ghana to be enacted to protect the consumer in the cyberspace. This study takes a cursory look at some electronic commerce regulatory instruments in the UK which is Ghana’s nearest neighbour owing to the country’s historical ties with British jurisprudence. We make a case that Ghana can learn from the legislative framework/laws to help protect Ghanaian netizens.

Keywords: Consumer Rights; Electronic Commerce; Regulations; Ghana.

INTRODUCTION

Electronic commerce has grown almost exponentially since the 1990s as more and more Internet users gained confidence in conducting online transactions. However, unlike in the developed world, many African countries were and are still unperturbed about electronic commerce adoption due to reasons that span socio-cultural, political, economic, technological, and legal and other unknown reasons. In recent times, many African countries have leveraged the barriers to electronic commerce adoption and reached advanced stages of e-commerce adoption and use for socio-economic revolution [1].

Ghana’s quest to consolidate its economic strides and participate more actively in the integrated global economy has led to the emergence of many domestic e-commerce platforms such as Tonaton, zoobashop, jumia, myebayghana, tisu.com, wopeden, ahonya.com, shopperghana.com, Myjoymarket, businessghana.com, etc. This is without prejudice to the numerous intermediary platforms set up in collaboration with international business platforms such as Taobao, Amazon, eBay, TMall, JD.Com etc [2]. Like any other area of commercial activity, e-commerce presents numerous opportunities not only for legitimate businesses but also for unscrupulous elements whose intent is to exploit the weaknesses of the new marketplace for their own gains. In Africa ecommerce is not without many unsettled obstacles and hurdles. For example, Kalinic [3], observes that in an ordinary brick-and-mortar transaction, where personal contact occurs with sellers, and goods could be verified, there are yet numerous risks that exist. On the e-Commerce front, the situation is different. The latter faces additional and more complex risks that are peculiar to the cyber-market [4]. Thus, the early years of e-commerce in Africa witnessed the prevalence of electronic commerce-related crimes, some of which were age-old forms of fraud that were re-designed for the online environment, while some are entirely new forms of crime that are native to the online environment. Busalim [5] appropriately captures this when he argues that security breaches, fraud and customer disputes, information overload, invasion of privacy etc represent just some of the consumer related risks associated with eCommerce because of the distance factor, limited information and encounter with goods, services, sellers and providers in electronic commerce [6]. Ghana is a country with rudimentary technological infrastructure and awareness, high illiteracy, porous socio-technical
system and regulatory framework all of which have the potential to paralyze the quest for sustainable ecommerce in Ghana.

In particular, the newness of e-commerce in Ghana means that many of the existing laws and regulations that govern traditional commercial transactions are not applicable to the still-emerging online market. The legal and regulatory framework needs to be modified in order to adequately address the unique nature and challenges of e-commerce in Ghana especially with regards to the protection of consumer rights [7]. Britain, a former colonial master to Ghana has over the past decade initiated and passed several important pieces of legislation designed to tame the previously unregulated field of electronic commerce and promotes the protection of online consumer rights. Among these laws are the Data Protection Act 1998, the Electronic Commerce (EC Directive) Regulations 2002, the Consumer Protection (Distance Selling) Regulations 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Payment Services Regulations 2009, and the Electronic Signatures Regulations 2002. Consequently, common or variations of these laws have been replicated in some other jurisdictions. For instance, the Asia-Pacific countries have enacted some electronic regulations that seek to protect e-consumers on a B2C platform. These laws according to the report (2002) include: consumer protection law, personal information protection law, web site trust mark system, regulation on domain name and electronic authentication business. Although ecommerce has become a global phenomenon, however, ecommerce laws vary from country-to-country and region-to-region. With its constitutional philosophy largely crafted along Britain jurisprudence, Ghana can learn from the experiences of Britain as provisions in these laws can help consumers and entrepreneurs engage in offering products and services on the Internet to gain sufficient means and motivation to learn about and comply with the relevant provisions of these ecommerce laws and avert costly litigation and exposure to adverse publicity (Hedley, 2006; Wild et al., 2011). This review explores the development of ecommerce legislation in Britain with respect to consumer rights protection and lessons for Ghana’s ecommerce regulatory development.

The Philosophy of British Consumer Rights

An analysis of the existing British commercial jurisprudence shows that the consumer rights enshrined in traditional transaction agreements forms the basis of consumer rights in British electronic commerce laws. Basically the laws seek to compel vendors to provide clear and sufficient information to enable the customer to make an informed choice about whether and how to make a purchase [7]. The vendor has the responsibility to reasonably ensure that the consent of the consumer to the contract is informed and intentional in an atmosphere of respect for consumer’s privacy [8]. In any transaction, commercial laws grant consumers the right of access to fair, timely, effective and affordable means of resolving problems with transactions and are protected from unreasonable liability for payments in transactions.

According to Edwards and Waelde [9] the development of these customer rights in Britain take its source and philosophy from the common law that has shaped the robusticity of the commercial transaction systems in the United Kingdom and other parts of the world. The Common Law provides reasonable guidance on almost every commercial issue and an opportunity for the parties to have a fore knowledge as to the extent to which a proposed course of action is likely to be lawful or unlawful. It is this predictive ability that Common Law gives to enable the parties in contractual relationship to determine the extent of economic efficiency, wealth creation and the extent of its legality which makes it a better philosophy of law [10].

Common Law application in commercial arrangements is to eliminate any partiality to any of the parties in a commercial arrangement but rather protect the fundamental rights and obligation of each of the parties. Although it had been argued by Singleton [11] that Common Law has protection for the right of minority parties in any commercial transaction (even if it is done at arm’s length), it does not give them an unfair or unmerited advantage over the other party. The British legal system which has its foundation in Common Law is designed to as much as possible protect those who can be vulnerable at any time or whose rights can easily be violated. This means that although the law sees all parties to have equal standing and rights in any commercial transaction (of whose violation is equally treated as unfair), it is in the spirit of British law that any one of them have a more likely disposition to be vulnerable and these are supposed to be protected [12].

This is the point where consumer protection comes in because in any transaction the consumer is seen to be more likely to be manipulated or taken for granted. There is evidence of this in the case of Brown v. Entertainment Merchants Assn1 and aspects of the

1 Brown v. Entertainment Merchants Assn, Constitutional Law, Consumer Protection Law, Entertainment Law In a challenge to a
case of Frappier v. Countrywide Home Loans the trail judge determined among the various issues that although the two parties were of equal standing and understood every aspect of the transactions well, and although the court held that it was more likely for both the supplier and the customer to renege on their promises either to supply the goods or pay for the goods, it was the case that the ease in the ability to redeem the funds from the supplier if he delays or default of renege on his or her obligation was going to be much difficult that the ability to withdraw the goods from the warehouse of the buyer if he refuses to pay. To that extent the court held that the customer was more vulnerable.

It has been suggested by Reed et al [13] that the Chinese Philosopher Confucius also promoted this concept of vulnerability in and ensured that it was incorporated into the value of the Chinese and other Asian culture which are also interested in the development of laws that protects the minimum good that can be done to the vulnerable and for that matter the consumer.

Even in the case of China it is asserted that customer as end products user must be protected as much as possible since any encounter with products that do not meet the exact specifications and disasters can not only affect the personality the amount of money that has to be given as condition but more importantly can affect the health and even the life of the individual at stake. This is the reason why the laws that protect customers are also forcefully endorsed and applied in countries in the distant East such as India, China, and Korea etc.

Further evidence of this application of common law that protected the customer is also found in the case of the United States of America customer protection is also very much encouraged since they also consider the common law position of defending the rights of the minority maximum importance. In the quest to develop and entrench liberty and justice there is the need to be positively biased to support those who can be taken for granted and who have a more likely possibility to suffer consequence that are irreversible.

This is evidenced in the case of Sorrell v. IMS Health Inc where a Chicago judge held that it was not proper for information which has been collected from a business supplier of an accused person to be used as evidence against him in court for an offence which he has been put before court. The judge was of the opinion that if such data were encouraged in court, it will encourage a state of chaos and bruised business partnerships in that customers will be encouraged by law to be untruth in the information which they give to their business partners since other people can use unfair means to collect these information from these partners and use them against them in court. The judge further held that such a law had the potential to ignite mistrust in business relationship and this can affect the essential values in business arrangement which is “utmost good faith” [14].

So indeed the customer rights are not only the subject of extreme protection in the United Kingdom but available literature does not contradict the fact that the source and the summit of each of customer protection which is applied in all parts of the world has been developed from the British concept of consumer rights protection. It is this same philosophy which has been developed alongside other emerging consumer issues such as online marketing that is supporting the development of online consumer’s rights. Some of the laws which protected consumers and the specific right which are protected are presented for analysis in the section above.

Data Protection Act-Disclosure of information

The British Data Protection Act was first developed in 1984 and then amended in 1998 as one of the foremost laws which protects the confidentiality of the customer in terms of the information that has been collected from him as indicated from above case of Sorrell v. IMS Health Inc. In some businesses, customers have their profile or data stored in the seller’s database as part of the information gathering process. In businesses such as the airline ticketing and healthcare services, collecting such vital information is very important as it enables a relationship to be developed between the customer and the seller. This is the basis of contemporary business philosophy or marketing concept. Again in the event of any problem, the data can help in tracing the seller and serve as the basis for developing or signing and legally binding contract. The position of the Act is that even though the collection and storage

California law that restricts the sale or rental of violent video games to minors, Cal. Civ. Code sections1746–1746.5, judgment of...

\(^2\) Frappier v. Countrywide Home Loans, Banking Law, Civil Procedure, Consumer Protection Law, Contracts, Property Law & Real Estate, Remedies In a diversity dispute arising from a complaint for predatory lending practices with respect to a home mortgage loan, Mass. Gen. Laws ch. 93A, summary...

\(^3\) Sorrell v. IMS Health Inc, Commercial Law, Communications Law, Constitutional Law, Consumer Protection Law, Health Law In a dispute involving the constitutionality of Vermont's Prescription Confidentiality Law, judgment of the the appeals court striking down the...
of data is very important for both the buyer and the seller, the buyer does not just have a blank cheque access or record any information as he or she wishes to have it. The law protects the customer by first saying that the organisation that wants to collect the data must be registered duly by the Data Protection Registrar. (DPR, 1998)

Secondly, the customer’s data must be acquired in a manner that is legal and must only be used for the purposes for which it has been collected. In that same regard the law insist on the fact that the customer’s data can only be disclosed to third parties only if and only if this is necessary for the purposes for which the data has been collected [15]. Even for companies which are allowed to store customer’s data they are obliged to ensure that these data are accurate and up to date. Apart from the obligation which the seller has in terms of ensuring that the data is secured and that no third party is allowed to have access to the details, the customer also has the right to ensure that data is stored in the most logical way for any business relationship. Paramount among the rights which the same law confers on the customer is the fact that the customer has the right to be given access to any of the information as and when they need it. The position of the law is that the customer whose data has been stored must be given unrestricted entry and access to the data sources or the type of data which has been stored and the reasons why the data has been stored [16]. The point is that with this knowledge the customer is able to determine the extent to which the data can be used beyond the limits and then take the appropriate measures to control its use.

The law further gives right to the customer to insist that any information which he has not given to the company to be taken out giving the customer the full control of the data which must be collected. The law is very restrictive in further protecting customers from information which is not related to the relationship which the two parties have or any information which can compromise the relationship between the customer and other parties. For example the health status may not be disclosed to buyer or be stored under any occasion when the issue of mutual interest in the agreement cannot be affected in any way by the knowledge which they have in possessing that message [17].

In effect although the supplier is allowed to have access to the customer data the seller is prevented from taking advantage of any information which can have debilitating consequences for the consumer when it is used or enter into the privacy of the customer. Consumer’s privacy is not compromised in anyway by the fact that they have a business relationship with anybody. There are a number of cases where this law has been applied in all or to some extent. In the case of Beeman v. Anthem Prescription Management the trial judge held that the acquisition of the information from a health centre by the defendant was illegal hence the dismissal was also illegal although the defendant acted to protect the interest of his company. The court also held that even if it was legally acquired, the defendant did not have the right to hold any information beyond that which was mutually agreed between him and the plaintiff and for that matter the dismissal of the plaintiff was not in good taste [18] Although this law does not directly cover online customers directly by and large the duty to protect customer information has formed a strong basis for the development of contemporary online customer protection laws and rights of the buyer since most of them have to do with the storage of data. This is not the only non online trading law which has been developed to support economic relationship but the consumer protection regulation law 2001 also has significant effect on other development of modern online business relationships

Consumer Protection Regulation 2001

This Act was introduced to bring the UK in line with EU legislation. Basically three main areas of legal protection for the rights of consumer are highlighted which are product liability, consumer safety and misleading pricing. The law protects the customer from any defective good and services by asserting the fact that producers bear all the liability for any damage which is caused to the customer or a third party by the usage of the customer. By protecting the customer from damages or injury caused by faulty goods, the law makes both manufacturers and franchise holders equally responsible for the protection of the safety of the consumer. The application of this law is more applicable in the sale of components and construction of goods which could, if defective, cause injury or even death such as electrical appliances, oil heaters and flexes on domestic electrical goods. Another area where the law also protects the consumer is in relation to misleading them about the price of any good, service or facility.

5 Beeman v. Anthem Prescription Management, LLC, Civil Procedure, Commercial Law, Constitutional Law, Consumer Protection Law, Health Law In a diversity action to enforce California Civil Code sections 2527 and 2528, judgment of the district court denying defendants' motions for judgment...

4 Data Protection Registrar, 1998
According to Edgar [19] the consumer is not only given a right of redress but are also given the procedure which they can adopt in seeking redress if they should encounter any of the above mentioned deficiencies on the part of the seller. He explains that when Judge Barnes ruled that it is the responsibility of providers of goods and services to understand exactly the legal requirements of customer care that they must provide, establish procedures of redress for customers and to establish legal procedures for dealing with sellers who are in breach of the legal requirements in the case involving Brown v. Mortensen[6], he was in effect asserting the fact that consumers have rights, and their rights must not be sacrificed for any other purposes especially in the cases where the sellers can claim that he or she did not know what the law requires. They also see the consumer as having a right of refusal in any even if sellers fail to provide any information which is logically unsatisfactory, misleading or untruthful information, not dealing with enquiries or complaints, or failing to fulfill their contractual obligations [20].

In section 7 the law gives consumers a window of opportunity before and after the formation of the contract, the right to cancel during the cooling off period and the timescale of performance while Article 6 (1) further allows a consumer to exercise the right of withdrawal in at least seven working days from the contract and also to have the right of withdrawal from the agreement if it is for the provision of services where performance has begun, before the expiration of seven working day period and if the price of goods depends on fluctuation in the financial market. Further to this, the Consumer Protection Regulation 2001 also guarantees varying rights of the customer when it comes to transparency rights, cancellation rights, rights of a refund of all or an agreed sum of the amount which must be paid back and rights as to the period within the contract must be performed or the refund must be executed. Further to this the consumer has the right to be provided prior to the commencement of negotiation or contract access to the detailed identity of the supplier and, in the case of contracts which requires payment in advance, the supplier’s address [21].

The client must also be provided a description of the main characteristics of the goods or services, the price of the goods or services including all taxes, delivery costs, where appropriate, the arrangements for payment, delivery or performance and the existence of a right of cancellation and the means by which this cancellation can be done as well as the validity period for the offer and then finally where appropriate, the consumer has the right to know the minimum duration of the contract if the contract is for the supply of products or services to be performed permanently or recurrently [22].

It is explained by Newman [23] that another important injection in consumer right protection which the Consumer Protection (Distance Selling) Regulations 2000 promoted is in relation to unsolicited good. He points out the fact that before the adoption of the law, the Unsolicited Goods and Services Act of 1971 was designed to meet problems caused by “inertia-selling” where unsolicited goods could be sent to potential customers without his or her prior request and then various techniques, from sending of an invoice to demands for payment and threats, were used to extract the notional price of the goods from the customer. In the Consumer Protection (Distance Selling) Regulations 2000, the consumer has the right to treat unsolicited goods as an unconditional gift if it is sent without the consumer’s agreement or knowledge (CPRT, 2000)7.

### The Electronic Commerce Regulations (2002)

Although all of the above discussed laws are still very relevant to the sales transactions which occur on the internet. The Electronic Commerce (EC Directive) Regulations 2002, SI 2002/2013 is among the current existing laws of the United Kingdom that directly talks about the right which consumer have when it comes to any transaction on the Internet. Even now the UK version has been incorporated with the EU version of the same law to provide a common platform for cross border adjudication of contracts which are conducted and consummated by electronic means. As a subordinated legislation the provisions of the law provides that the consumer has rights and also obligations which the seller ought to fulfill [24]. It is the assertion of the law that the seller and the buyer are responsible and obligated. For example the seller must state in a manner that is clear, comprehensible and unambiguous the terms and the technical step involved which must be followed to place an order. Again the terms and conditions under which the contract is to be concluded must also be fully disclosed and available to the consumer in a way whereby he or she can be able to reproduce and/or store. This means that the consumer can at any time exercise that right before any contractual arrangements can be entered into but this may not cover email, although the Consumer Protection

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6 Brown v. Mortensen, Civil Procedure, Consumer Protection Law, Debt Collection, Health Law, Injury & Tort Law, Remedies In a dispute concerning the available remedies under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. section 1320d et seq.,

7 Consumer Protection (Distance Selling) Regulations 2000
(Distance Selling) Regulations 2000 may apply. This law also provides for the variation of these rights the same way that it would have been under the Unfair Contract Terms of Act 1977 and the Unfair Terms in Consumer Contracts Regulations 1999.

The Electronic Commerce Regulations (2002) insist that because the consumer and the buyer do not usually have a face-to-face meeting, the consumer has the right to revoke the agreement and vary it if in the course of the agreement, he does not unduly delay. On the other hand, if the consumer is disposed to believe that he or she was uninformed in the correct manner and procedure as to how to deal with issues in contracts he has a right of revocation or rescission and if it is not given the needed attention the consumer also has further rights to institute a breach of statutory duty. In regulation 12 of the Electronic Commerce (EC Directive) Regulations 2002, it also provides that the consumer can only assume legal responsibility after the contractual offer is sent received and sent back to the buyer. In another way Richards et al (2002), construes regulation 11(2) this interpretation as being consistent with the views of Lord Denning in Entores v Miles Far East Corporation and consequently, communication is effect when received or when it can reasonably be deemed to have been received (Gilbert &Tobin, 2006)\(^8\).

The regulation also provides in explicable terms the fact that the consumer has the right to read and understand the contract in a language which he can understand and also have access and control over the quality and the type of information which he is expected to give. In that regard the individual been mindful of the fact that the person with whom he is entering into contractual relationship is not within his jurisdiction or not may have right of refusal to give certain information which he is favourably disposed will not be in his interest an does not directly affect the validity of the contract especially where the other party is not legally bound to have access to such an information before executing his part of the contract [25].

This is found in the case of Brantley v. NBC Universal, Inc\(^9\) where the court held that the cause of the breach of contract was fundamental because prior to the execution of the buyers part of the obligation, it has become legally binding to get access to certain details of the consumer in his country before he can make that dispatch which was not already in the agreement. So in reality it can be seen that the provisions of these are almost in line with the provisions of the Data Protection Act-Disclosure of information and Consumer Protection Regulation 2001-safety of consumption which have been designed about as to protecting consumer’s information although this has to do with trading on online.

**The Privacy and Electronic Communications Regulations**

Another important law which has been presented to protect the right and the obligation of the consumer online is the Privacy and Electronic Communications Regulations. The theme of the law is the regulation of direct marketing activities by electronic means some of which are telephone, fax, email or other electronic methods. Here the focus is about the security of information which is exchanged across the network by both parties. As a regulation that is to complement the Data Protection Act 1998 (DPA), it asserts that organizations’ that gain custody of personal data of their clients are duty bound in ensuring appropriate safeguards for individuals’ rights and privacy. Under these Regulations the seller must have a positive indication of consent before sending direct marketing materials and must provide suitable means of opting out in your marketing communications [26].

The implication of this is that the client has a right to determine the person to whom data should be released to and the one who should not be a beneficiary of the personal data and the other party has no right to go against it. In detail the first regulations indicated that in all correspondence for marketing purposes by electronic mail, the sender of a mail must not conceal or disguise their identity and must provide a valid address for opt-out requests This gives the consumer the right to have the full access to the information of the company that they are dealing with irrespective of where they are before they can enter into any valid agreement [27].

This ability gives the consumer the ability to do due diligence and further check on the background of the individual or the organisation before entering into any form of arrangements with them. In that same regard potential customers have the right not to receive any message in their mail unless they have sought the prior notification and permission to

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\(^9\) Brantley v. NBC Universal, Inc, Media Law, Class Actions, Commercial Law, Consumer Protection Law, Entertainment Law, Civil Procedure In a class-action for damages and an injunction to compel programmers and distributors of television programming to sell cable channels separately....
receive such communications from the potential buyer. This makes advertisement messages which come into the email addresses of people from companies very illegal at least in UK unless the recipient’s email address was obtained in the course of a previous sale or negotiations for the sale of a product or service to that recipient by the said company which the consumer is aware of or that the sender only sends promotional messages relating to their own similar products and services which the client is yet to know and if at the time of collecting the address the recipient was given the opportunity to opt out, which they did not take [28].

Another important aspect of online marketing and consumer right has to do with the use of devices such as cookies. The law is not against it but it says that such use of electronic communications networks to store information or gain access to information stored in the terminal equipment of a subscriber or user can not just be used anyhow. On the contrary the Regulations require that subscribers and users should be given the choice as to which of their online activities are monitored in this way to some extent. Here also the point is about the privacy of the consumer which cannot be validated for the sake of having to carry out business online. The law further affirms these rights by emphasizing that if by using cookie type device, there is not going to be any processing of personal data, then the consumer has a right to ensure that the service provider does not process personal data that is excessive as intend in regulations 3 of the Act [29].

The regulation has further given a responsibility to system providers in order to protect the rights of users or consumers to privacy by saying that such systems providers must give careful consideration to the extent to which data can be processed anonymously. In that case where cookies or similar devices are needed, they should only be used where the subscriber, visitor or user of the website/terminal is provided with clear and comprehensive information about the purposes of the storage of, or access to, that information; and is given the opportunity to refuse the storage of, or access to, that information [30]. It is also of concern to the regulations that customers be given the right to have information in text which are sufficiently full and intelligible to enable the customer who uses it to gain a clear appreciation of the potential consequences if he allows the storage and access to the information that has been collected by the device should they wish to do so. This is another way of guaranteeing transparency. Finally the consumer has the right to know the exact way or nature by which he can exercise his right to refuse continued storage [31]. This means that it must be disclosed in a prominent, intelligible and readily available to all and this should not be capricious in that it is designed to make an average response overlook its importance. i.e. the relevant information should appear in the policy in a way that is suitably prominent and accessible and it should be worded so that all users and subscribers are capable of understanding, and acting upon it, without difficulty.

The Electronic Signatures Regulation

The last of the legislation governing internet is about digital signatures in the UK and this is what is recorded in the Electronic Communications Act 2000 (ECA), and the Electronic Signatures Regulations 2002 (SI 2002/318). The law starts by defining digital signature in Section 7(2) as anything in electronic form which is “incorporated into or otherwise logically associated with any electronic communication or electronic data and anything that purports to be so incorporated or associated for the purpose of being used in establishing the authenticity of the communication or data, the integrity of the communication or data, or both” (ECA (Sec 7). The main effect of this law is to give the consumer the right to make representation or to submit as evidence any communication, certification or documentation in relation to any question as to the authenticity or integrity of that particular electronic communication or electronic data (section 7(1), ECA).

This is a very important law as it allows the consumer to be protected from any attempt by seller or other person to deny knowledge or responsibility for documents and communications where there are no proofs of the individual having personally signed or forwarded because it is not in paper format. As indicated in the case of Archer v. United Rentals, Inc10, in the electronic business most of the issues which comes up and in the softcopy are but existing laws usually give recognition to hardcopy evidence the promotion of laws in this nature protects the consumer from the activities of unscrupulous people who will want to hide behind the lack of paper evidence to play tricks or cheat them for their own benefits. The electronic signature regulation says

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10 Archer v. United Rentals, Inc, Class Actions, Commercial Law, Consumer Protection Law, Contracts (Industry: Retail) In a class-action dispute seeking injunctive relief and damages under the Song-Beverly Credit Card Act, Civ. Code section 1747 et seq., judgment of...
that once the court can find a relationship or a link between the documents which are in softcopy and the issue which is at stake, it is duty bound to ensure that it is admitted to support the case of any of the parties who is appealing to that document. Although in the UK there are many cases, the recent case of Simonoff v. Expedia, Inc11 in USA is a largely used as one case which electronic signature regulations can do. The court prevented a business man form denying issuance or knowledge of a contract which had been process through his electronic mail account at times when he was in the office. The evidence gathered indicated that the machine was only for the exclusive use of the seller and was only an attempt to deny responsibility for the action.

Conclusions and Recommendations

In conclusions, it is important to reiterate the fact that Ghana as a country with rudimentary technological infrastructure and awareness, high illiteracy, weak socio-technical system and regulatory framework must consolidate its e-commerce initiative in order to maximize and sustain the benefits of e-commerce in Ghana. Like the UK, there is an urgent need for the country to overhaul existing laws that govern traditional commercial transactions to accommodate the intricacies and peculiarities of online marketing in order to save many customers from the potential threats and dangers they face. There is an urgent need to enact domestically suitable Electronic Commerce Regulations, the Electronic Signatures Regulations, the Privacy and Electronic Communications (EC Directive) Regulations and others to help manage some of the risks that consumers are exposed to yet does not only guarantee the rights of the consumer. Moreover, adoption of Data Protection Acts, Consumer Protection (Distance Selling) Regulations and the Payment Services Regulations are necessary for consolidating effective consumer protection in electronic commerce. These are by no means an exhaustion of the possible laws that Ghana need to enact to protect consumers but with time, more contextual areas of legal and regulatory support will evolve and appropriate regulatory responses will have to be developed to accommodate them. Moreover, there is the need to designate appropriate agencies with specialized skills and resources to implement and enforce electronic commerce violations. This is necessary in a country where consumer protection advocacy and support has been ignored substantially over time. Electronic Commerce penetration in the ECOWAS sub-region and Africa as a whole has been woefully slow. This has been necessitated by inadequate or non-existent of regulatory framework that will protect her netizens. Overcoming these policy hindrances will set Ghana up as a major player in sustaining her electronic commerce growth and that in the ECOWAS sub-region. This will also inspire more confidence in cross-border electronic commerce trade.

List of References

[7]. Yong, P. A. N. (2008). Reputation Model in E-Commerce Market: Theoretical Model and


Fergerson, J., ‘Smart Fraud Protection: Online merchants have several options for avoiding credit card fraud and charge backs. Here are some tools to consider.’ E-Business Advisor Magazine, November 2000. http://www.advisor.com/Articles.nst/aid/FERGJ01


