

# Analysis on the Problems in the Protection of Consumers' Right to Know

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**Abstract:** With the popularity of WeChat and the increase of WeChat users, a variety of marketing information floods in the WeChat media and more and more people transform the "Moments" of WeChat to a community of business. Micro-business as a new form of shopping consumption has been widely known well by people because of its fast and convenient features; the threshold for people to start micro-business management is lower and there are no strict credit and funding requirements: people can carry out micro-business activities as long as they create a WeChat account and activate the "Moments"; and one person can have multiple WeChat accounts for the operation of different commodities; this business model with almost zero risk and zero cost has attracted a great number of young men to start up business. Because all the information about the products is known via the "Moments", however, the sellers in the micro-business agitate or fabricate some information to stimulate and improve the transaction; consumers set up a micro-business contract based on the trust over the information, but they find very difficult to safeguard legal rights when they see the "goods are not the ideal they want" or receive the fake and shoddy products. The protection of the micro-shopping consumers' right to know has been raised precisely because the rights and interests of consumers in the micro-shopping process are seriously violated.

**Keywords:** Micro-business; Consumers; Right to Know

## 1. Introduction

Getting a clear of understanding of the concept and characteristics of micro-business plays a very important role in deeply recognizing the micro-business consumers' right to know; it is necessary to make a deeper study of the problems in the consumers' right to know on the basis of knowing well the related issues of micro-business.

## 2. The Concept and Characteristics of Micro-business

Micro-business was derived from the development of the "Moments" function of WeChat because of the fierce increase of WeChat users; the contract based on the transaction mode of the micro-business is fundamentally one of the multiple forms of contract. However, due to the particularities of the micro-business contract, China's current law does not clearly define the concept of micro-business contract; only data message exchange is mentioned in the "Contract Law" to be a written form of contract.

Micro-business exists based on the social relations; the customer relationship is easy to maintain and could better build a trust relationship. Micro-business poses no restrictions on the operators; micro-businessmen only need to register a WeChat account with a mobile phone number and then can publish the relevant commodity information via the "Moments" function of WeChat to con-

duct the transactions; they do not need to provide other proof or funds and a person can have multiple WeChat accounts for engaging in different marketing actions.

Throughout the micro-business process, consumers mainly know well the goods through the texts and pictures of the related commodities released by the operators in the "Moments" and also decide whether to buy their own. Compared with the traditional shopping, micro-business features trading platform virtualization, transaction cost savings, efficient and convenient trading and so on.

## 3. The Definition on the Consumers' Right to Know

### 3.1. Summary of consumers' right to know

According to the Law of the People's Republic of China on Protection of Consumers' Rights and Interests, the regulation of the range of the consumers' right to know mainly includes knowing well the real information of commodities and asking the operators for the related commodity information. The guarantee of the consumers' right to know depends on the initiative information supply of the operators and the initiative information inquires of the consumers. Operators, taking the initiative to supply the commodity information, make the passive consumers know well the conditions of the commodities bought by them; on this basis, they give consumers the right to ask for the consumption; and then the consumers in a negative state can own the initiative power or right to

take actions and get a more comprehensive understanding of the commodities, so that the consumers' right to know gets more extensive protection.

### **3.2. Special protection of the micro-business consumers' right to know**

Micro-business operators, in order to attract more consumers to buy the commodities, will make use of some software tools to generate the false transactions in the "Moments" and also release the false comments. False information cheats micro-business consumers, disrupts the judgment of consumers for the real information of commodities, and infringes the consumers' right to know. With the popularity of WeChat, micro-business development scale is getting larger and larger; more consumers choose to shop via the WeChat business platform; therefore, it is necessary for people to protect the consumers' right to know, so as to improve the reliable degree of the WeChat platform; and then the consumers can shop things in a good WeChat business environment; thus, a healthy development of WeChat business is promoted.

### **3.3. Behaviors infringing consumers' right to know in WeChat business and the causes**

WeChat business operators, through WeChat platform, sell commodities; in this process, they often make use of the virtual sales environment; consumers cannot actually feel the condition of commodities; the misleading propaganda on the WeChat platform infringes the consumers' right to know. In WeChat business, the behaviors of the operators to infringing the consumers' right to know are mainly embodied the following several aspects.

First, releasing virtual information directly infringes to the consumers' right to know; for example, WeChat businessmen release the false advertisement on the shopping platform—they release the untrue information of their commodities or services for the purpose of attracting consumers to shop commodities or accepting service; for example, they exaggerate the product performance function, false price, and unrealistic service commitment in order to induce consumers to make a decision not according with their true intention, so that the legal rights and interests of consumers in WeChat business are infringed. Second, business operators incompletely publish the commodity information; compared with the consumers, the operators have mastered a large amount of product information and often release the commodity information favorable to them on the WeChat platform, and intentionally hide the information unfavorable to them, so that the consumers' right to know is infringed. Third, the operators often release inaccurate commodity information; they make use of very confused words to introduce commodities and mislead consumers, so that the consumers' right to know is infringed. These behaviors of the

operators have seriously infringed the consumers' right to know and are unfavorable to the development of WeChat business.

## **4. Problems in the Consumers' Right to Know in WeChat Business**

### **4.1. Difficult to show proof**

Consumers in WeChat business communicate with the businessmen via the WeChat tool in the shopping process; they can consult the businessmen about more specific commodity information via WeChat. Consumers do not get a good knowledge of the concrete businessmen information such as name, place, and commodity conditions; if there is infringement event, it is very difficult to safeguard the legal rights through the way of litigation besides the gaps in the legal system.

### **4.2. Difficulty in the applicable law**

Consumer Protection Law provides that consumers shall have the seven-day right to cancel; this law can be applied to Taobao, Jingdong and other online shopping platforms with a relatively perfect transaction system. The transaction between consumers and WeChat businessmen is private behavior, and therefore it is a questionable issue to make use of the new consumer rights protection law to provide regulation. Once consumers are subject to fraud or other legitimate rights and interests infringement, it is worthy of the study on whether consumers can safeguard the legitimate rights and interests in accordance with this law.

### **4.3. Unfavorable litigation jurisdiction system to consumers to safeguard the legitimate rights and interests**

The court jurisdiction of the traditional contract disputes is mainly the defendant residence place, contract performance place, or agreement place jurisdiction by the people's court with an actual connection with the disputes. However, the WeChat business is different from the traditional face-to-face shopping; the businessmen relying on the WeChat business platform can achieve business transactions at any time with consumers, and thus it is very difficult to determine the place to perform the contract and then the jurisdiction of the disputes in the WeChat business disputes is not properly established in accordance with the traditional principle of jurisdiction. It is very difficult for consumers in WeChat business to show proof once their right to know is infringed; consumers are not willing to participate in the complex lawsuit to safeguard their legal rights and interests and then they often abandon the safeguarding. In this case, the businessmen infringing the consumers' right to know do not need to bear the legal responsibility for their own infringing behaviors, and subsequently more consumers'

right to know is infringed by the operators. Therefore, the author thinks that only good methods are found to solve the disputes over the infringement of consumers' right to know, and then the legitimate rights and interests of consumers can be maintained and the development of the consumption in WeChat business will be promoted.

## **5. The Improvement to the Protection of Chinese WeChat Business Consumers' Right to Know**

### **5.1. Improving the proof-providing mechanism**

In WeChat business, the operators command a great amount of commodity information and also other processes and the proof of commodity transaction; consumers only can view the information via the "Moments" and choose the products and pay via a third-party payment platform. Compared with consumers, WeChat business operators are the party advantageous to grasp the information. For this reason, it is necessary to take into account the difficulties of consumers in the proof-providing process once the infringement disputes emerge; it is necessary to establish principles for proof-providing the infringement to consumers rights and interests in WeChat business according to the fairness principle. The operators shall bear the responsibility to provide proof for the causal relations between the non-infringement and damages of the consumers' right to know.

### **5.2. Bringing forth new ideas into the consumer disputes and rights protection mechanism in WeChat business**

The amount involving the WeChat business is not big; in most cases, the disputes could be settled down through mediation, reconciliation or arbitration. When the related non-infringement lawsuit problems are solved, the administrative departments or industrial and commercial registration departments in all places can set up platforms for solving the disputes over WeChat business, to which all infringement cases involving the WeChat business can be submitted; by taking the Internet as medium, the working personnel can deal with the cases of the disputes in WeChat business via this platform; as a result, the difficult jurisdiction problems can be effectively solved, the procedure of the case processing is simplified, and the social resources are saved.

### **5.3. Increasing the consumer self-defense awareness in WeChat business**

Many consumers' right to know in the WeChat shopping process was infringed, but they did not realize it. Therefore, the government and the consumer association should strengthen the legal publicity, promoting consumers to get brave to protect their rights and interests if there is infringement to occur. At present, the operators in WeChat business are developing in different quality; consumers need to choose the reputable operators to have transaction as far as possible and get involved in the comments by other consumers to actively ask for the related information of operators; they need to fully communicate with the operators and also require them to provide related qualification and certification so as to prevent the infringement of the right to know. Consumers in the transacting process need to keep cautious, keep the history of the chat with the operators and other transaction materials, so that they can provide related proofs to protect their rights and interests once the right to know is infringed.

## **6. Conclusion**

The popularization of WeChat business has made the life of consumers more convenient and the shopping ways of consumers enriched; through the WeChat platform, consumers can buy the things they want at any places. When letting consumers enjoy great convenience, WeChat business gave rise to the infringement to the rights and interests of consumers in comparison with the traditional shopping ways, and simultaneously consumers could only know well related commodities through the product information released by the operators in the "Moments"; the information between WeChat business operators and consumers was asymmetric; the operators often did not abide by the principle of honest and they used the false information to cheat consumers.

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