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LEGAL PROTECTION OF E-CONSUMERS IN MALAYSIA

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Abstract:

E-commerce has experienced tremendous growth in recent years. The popularity of online shopping continues to grow. Many e-commerce applications are being launched rapidly in Malaysia, posing a legal protection issue for e-customers. This study aims to analyze the law in Malaysia protecting e-consumers, determine whether they are adequate, and investigate whether they are aware of their legal rights. A large number of online retailers have transformed the way we do business. Among the subjects of the study were the laws available to protect consumers, the effectiveness of those laws, as well as the awareness of e-consumers of their rights. These data were collected using quantitative sampling techniques, data collection processes, and data analysis techniques. Survey data was collected by posting a 100-sample Google form survey across various platforms to reach the target groups. Initially, the results of the survey suggested that Malaysian laws do not adequately protect e-consumers. The lack of robust and adequate laws to protect consumers online is apparent in Malaysia. It is recommended that Malaysia enact the Malaysian E-Consumer Law to protect e-consumers in Malaysia.

Keywords:

E-Consumers, Legal Protection, Protect E-Consumers, Malaysian Law.

Introduction

Background of the Study

Since e-commerce platforms grow exponentially every day, e-consumer and user protection should also have improved. Consumers have started to become familiar with e-commerce, which has increased the number of e-consumers. Shopping online has always been the most convenient option. The number of e-consumers choosing to buy something online using a mobile phone is also higher at 62% when compared to 37% using laptops or desktops (Data Reportal, 2019). In 2020, 82% of the respondents used smartphones in their shops because they were more efficient. Among the top e-commerce apps in Malaysia for 2020 were Shopee and Lazada. Malaysians can now shop online with these platforms. In addition, seeing the price range of the product makes it more satisfying.

Establishing trust with e-consumers is fundamental to growing e-commerce. If there is no legal protection, it may be difficult to build trust by showing that e-commerce is protected. Online payment methods may seem problematic to some people since they do not trust the security of their private information, like bank account information. Malaysia has the Personal Data Protection Act 2010 (PDPA), which governs personal data, including the information we collect on our websites. With the increase in broadband access, 96.7% of phone users now have excess data (Katrina B. et al., 2021). This could also lead to an increase in e-commerce usage. An unexpected pandemic, which began at the end of the year in 2019, had an impact on the world. At the time of the pandemic's onset, four out of five Malaysian online users recorded using e-commerce platforms (Katrina B. et al., 2021).

To provide e-consumers with legal protection, the Consumer Protection Act 1999 (CPA) would be the primary act applicable to all goods and services offered to consumers in commerce. As amended in 2007, only transactions completed online or through electronic means were verified. As a result, there are very few legal protections for e-consumers, although they may be amended to keep up with the growing number of these consumers in the future.

Defining E-Consumers

Those who purchase goods and services over the Internet are known as e-consumers or e-commerce users. Shopping online refers to the activity or action of purchasing goods or services over the internet. Online shopping involves browsing a seller's website, selecting something, and making arrangements for delivery. The buyer can choose to pay online with a credit or debit card, or in-person when the item or service is delivered. According to the definition of online shopping given by Market Business News above, an online shopper or e-consumer is someone who purchases goods or services over the internet. Market Business News (2020) defines the "e-consumer" as the person who buys virtually anything online. According to NextMark, internet buyers or e-consumers as another name for the person who has bought merchandise on the internet before are consumers or people who have previously entered into internet transactions (NextMark, 2021).

E-consumers are one of the groups of individuals who would play a vital role in the development of an e-commerce platform in their country. Research indicates that the stronger the e-commerce platform in Malaysia becomes, the further it will be able to advance and innovate. In the current market trend, Malaysia's e-consumer market has grown dramatically, especially in this article. In Malaysia, 19.63 million consumers are reported to be e-consumers,

representing more than 50% of the population. The data showed that Malaysia is a high e-commerce user. (Privacy Shield Framework, 2020).

In defining e-consumers, Nouf Al-Sajwani views an e-consumer as a person who shops online for goods or even services from a seller over the internet (Nouf Al-Sajwani, 2014). An e-consumer's ability to shop from anywhere at any time is an absolute advantage they may not have access to in a physical store. In a physical store, the time operation of the store is limited, and the consumer needs to physically attend the store to shop, which is time-consuming on the consumer's part. This illustrates how convenient online shopping can be. In addition, an online shopper, also known as an e-consumer, is a person who does online shopping. As a result, they can buy goods and services directly from a vendor in real-time without having to go through an intermediary on the internet (Karan Kamboj, 2015).

Experiencing Through Pandemic

Based on recorded data over the years, it is evident that online shopping has become the best option for e-consumers and online shoppers to purchase goods. It is estimated that Malaysia's e-commerce market a total of US\$10.12 billion is expected to be generated by the eCommerce market by 2022. From the recorded information, the e-commerce industry has grown rapidly, especially since the Covid-19 pandemic. In the year 2020, it was reported by TheStar (2020) that consumers tended to shop online rather than in physical stores during the Movement Control Order (MCO) because they disliked the hassle of restrictions. Additionally, the shop owner reported that walk-in customers had decreased by 70% during MCO. This message indicates that Malaysians prefer to buy goods online instead of walking into stores during the pandemic. This fact suggests the need for better consumer protection laws.

Online Scam

E-consumers have experienced being scammed when shopping online, especially when they purchase it through social media. Occasionally, buying on social media can be risky, such as on Facebook's market, Instagram's personal shoppers, and Twitter's tweets. The reason is that these social media have no guarantees, as opposed to e-commerce applications (apps) like Shopee and Lazada. E-consumers may choose the 'refund' button if the online seller does not deliver the goods. Additionally, users of e-commerce apps tend not to read the "product details" before making a purchase, which is usually in a lull until they are ready to buy. Rather, they expect to receive the exact goods from the picture displayed, when it may only be an illustration to entice e-consumers. Sometimes, consumers were the victims of intentional scams, and other times, the consumers were at fault.

Shoppers like shopping online because it is cheaper than buying it in a physical store. In Kosmo's report, two women lost nearly RM8000 after buying cheap products online. The products were purchased on Instagram. Due to the advertised price being much lower than the market price, both victims in their 30s were attracted to the goods. The first victim was scammed when purchasing jewellery online, while the second victim was scammed when purchasing kitchen appliances online. As soon as the money was transferred, the victim realized they were being scammed since the seller had not sent them tracking numbers for the packages. Those cases were investigated under the Penal Code's section 420 for cheating and dishonestly inducing the delivery of property with a punishment of not less than one year or more than ten years, as well as whipping and a fine (Kosmo, 2021).

E-consumers in Malaysia

There is a direct correlation between the number of e-consumers in Malaysia and the growth of e-commerce in the country. The emergence of the Covid-19 pandemic is likely related to the dramatic increase in e-commerce in China in the past few years, although this cannot be denied since our country's e-commerce did not grow as dramatically as western countries, today the trend has become clearer, where the emergence of e-commerce has grown sharply compared to before. There is also a possibility that e-consumers will rise due to easy access to the e-commerce platform, which is related to the advancement in technology. It is estimated that 84.2% of consumers use their smartphones to access the internet, while 96.7% say that they use their devices to access the internet (Katrina B., Benedict L, 2021). A study of Malaysian online shoppers in 2020 discovered that 82% used mobile devices to make purchases (Joschka Muller, 2021). An indication that Malaysians enjoy online shopping is a survey conducted in 2020 indicating that four out of five Malaysian internet users have or will shop online (Katrina B., Benedict L, 2021). The size of the e-commerce market has tripled since 2015, reaching \$3 billion in 2019 (UOW Malaysia KDU, 2020). It is evident that e-commerce has increased dramatically around the world in response to the Covid-19 pandemic. Approximately US\$4.29 trillion worth of digital transformation took place within two months, according to Malaysiakini (2021). In June of the same year, 2019, 51.2% of Malaysians used e-Commerce platforms to purchase and sell goods online (Shivani Sothirachagan,2020).

As a result of the COVID-19 pandemic, the Malaysian government has decided to invest in e-commerce and ways to improve the economy. According to an article published by Malaysiakini, the e-commerce market is expected to reach \$11 billion by 2025. More and more consumers are determining their purchasing decisions based on convenience and increased value. In addition, Malaysians were among the first to adopt mobile wallets. According to a survey by ACI Worldwide, mobile wallet transactions in Malaysia increased 171% in 2020, while real-time payments grew 864%. In order to assist in the recovery of businesses adversely affected by COVID-19, Malaysia Airports has established shops airports, Malaysia's first travel-retail e-commerce portal, which allows airport shops to expand their market beyond a brick-and-mortar location at the airport. A platform powered by Microsoft Azure will enable customers to purchase travel-exclusive and duty-absorbed products online (Malaysiakini, 2021).

About 43% of Malaysian shoppers are dissatisfied with their online shopping experience due to a variety of reasons, including delivery time, delivery charges, and product pricing as their top three complaints (The Malaysian Reserve, 2020). In a recent article by Harian Metro in 2020, it is reported that Malaysia's online shopping has increased dramatically as a result of MCO (Movement Control Order). For example, Shopee's Managing Director Ian Ho has stated that many e-consumers purchase their daily necessities such as pampers, toilet tissue, cereal, and even rice online. Lazada's representatives also disclosed that most of the orders are for foods, skincare, household goods, and computer accessories. Furthermore, Tesco online orders have increased as well. It was reported in an article on The Malaysian Reserve that 43% of Malaysians are unhappy with their online shopping experiences due to the delivery process. A statement by Shopee's Regional Managing Director, Ian Ho, supports this conclusion. It is likely that the delivery delay was caused by an unexpected surge in demand for the e-commerce platform.

A study conducted by Blackbox Research and Toluna in 2020 indicated that 59 cents had been shopping online more frequently than before the pandemic. The survey shows that 60% of consumers use Lazada Malaysia to shop, with an average of customer satisfaction, Shopee ranking second among consumers, and Grab ranking third. With Grab, specifically GrabFood, many people have the choice to take their food away as it's safer from getting infected by Covid-19. Currently, this is backed up by the World Health Organisation (WHO) which asserts that Covid-19 cannot be caught through the consumption of food or by ingesting food packaging. Based on current evidence this is backed up by the World Health Organisation (WHO) which asserts that Covid-19 cannot be caught through the consumption of food or food packaging. Covid-19 is a respiratory illness that can be transmitted from person to person and by direct contact with respiratory droplets produced when an infected individual coughs or sneezes (World Health Organization, 2021).

The three major e-commerce platforms that are dominating the Malaysian market are Shopee, Lazada, and PG Mall. These are the top three e-commerce websites in the country. The top two Western brands are eBay and Sephora (2020 E-commerce Payments Trends Report: Malaysia, 2021). Considering the number of e-commerce websites available in Malaysia, Joschka Muller states that Lazada and Shopee are the most popular (Joschka Muller, 2021). This is due to the ease of access, the wide selection of choices provided, and the ease of finding the lowest price amongst these e-commerce platforms. As e-consumers are attracted to discounts, there are specific dates and days of the year which always catch their attention, such as the Malaysia Super Sale (March 1–31), Malaysia Mega Sale Carnival (June 15–August 31), and Malaysia Mega Sale (November 1–December 31). In November, Singles' Day and Black Friday are also becoming prominent (2020 E-commerce Payments Trends Report: Malaysia, 2021).

Melissa Wee et al. (2021) indicate that most sellers believe online shopping will become a useful tool to expand their businesses and attract more customers. Despite this, internet shopping can be a challenging experience for consumers because they cannot physically feel the product before making a purchase (Melissa Wee et al., 2021). Despite not having the opportunity to see an item in person, Malaysian consumers prefer to purchase items from international online retailers, with 40% of their eCommerce purchases being made for a lower price than 72% (Katrina B. et al., 2021). In spite of the fact that online shoppers choose to purchase their products overseas mainly because they are cheaper, 86% of Malaysian online shoppers also state that they may support local brands in order to boost their local communities and economies (Katrina B. et al., 2021).

Rights of Consumer and Legal Protection in Malaysia

E-consumers in Malaysia need to be aware of their rights. There are still many e-consumers who don't know what to do if their rights have been violated. There may be a lack of awareness of their rights due to the lack of promotion in any medium, especially the internet. The majority of e-consumers spend their days staring at their phones and shopping online, which increases the chances of an awareness campaign being successful. Several are questioning the adequate legal protections offered to e-consumers in Malaysia, especially in relation to the primary resources for sales of goods in Malaysia. Legislation in Malaysia should be continually amended in order to remain relevant. As Malaysia is still relatively new to e-commerce, the legal protection may not be as advanced as in other countries that have been using it for a long time. Malaysia has invariably strived to improve the legal protection of e-consumers. An example of this was the amendment of the Consumer Protection Act 1999 (CPA) in 2007 which

was among the efforts made. In order to stay current with the development of e-commerce, the legal guardian needs to be improved.

Existing Laws that Provide Protection

Malaysia's e-commerce industry and online businesses are governed by several statutes and rules, each of which sets forth the appropriate laws and regulations to provide consumers with the protections they deserve. The following laws are particularly important to e-consumers in Malaysia: Consumer Protection Act (CPA) 1999 (or Act 599), Electronic Commerce Act 2006 (ECA), Personal Data Protection Act 2010 (PDPA), Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations), Contracts Act 1950, Sale of Goods Act 1957, Direct Sales and Anti-Pyramid Scheme Act 1993 Electronics Commerce Act 2006. In addition to protecting consumers in Malaysia, these statutes also protect e-consumers, since they cover electronic transactions or e-commerce.

In 2013, the Consumer Protection Act (CPA) 1999 (also known as Act 599), which was amended in 2007 to extend the scope of the act to include electronic commerce transactions, has become effective (Naemah Amin, Roshazlizawati Mohd Nor, 2013). The act extends to all goods and services that are offered to consumers in trade, including any trade transaction conducted through electronic means. In most cases, goods or services are purchased for personal, domestic, or household purposes. Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations) govern those who provide products or services on a website or in an online marketplace. These regulations went into effect in 2012.

In accordance with the Consumer Protection Act 1999 (CPA), no person shall falsely or misleadingly state the quality or quantity of goods or improperly state the prices of such goods or services provided (Consumer Protection Act 1999). There are instances in which the description of the product appears on an e-commerce platform to claim that the price of the goods is for a pack of ten items, but when the consumers place their order, they receive only one item and not a package of ten items. The seller may be charged with a violation of the Consumer Protection Act 1999 if they use that in their marketing to entice consumers to buy. Moreover, the Consumer Protection Act 1999 prohibits the preparation of consumer terms and conditions in a manner that creates an unfair advantage for the supplier or a disadvantage for the consumer, as well as the inclusion of consumer terms and conditions that are substantively unfair.

In the context of electronic commerce, the Electronic Commerce Act 2006 (ECA) is essential and should be viewed as primary legislation. "Commercial transactions" are defined in section 5 of the Electronic Commerce Act, 2006 (ECA) as follows:

"Commercial transactions" means a single communication or multiple communications of a commercial nature, whether contractual or not, including any matters relating to the supply or exchange of goods or services, agency, investments, financing, banking, and insurance.

By defining "commercial transactions" in the above manner, it is evident that this act recognizes the legal significance of electronic messages involved in e-commerce transactions. In contrast, the Electronic Commerce Act 2006 (ECA) does not provide provisions for conducting electronic transactions in a safe and secure environment, which is essential for the protection of e-consumers.

A contract for the sale of goods in Malaysia is governed by the Sale of Goods Act 1957 (SOGA). Since there are no provisions covering e-commerce platforms, the Sales of Goods Act 1957 (SOGA) is assumed to apply to online transactions. Malaysian legislation specifies three types of contracts for sale of goods, including online sales: commercial sales, consumer sales, and private sales. The most common type of contract of sale in Malaysia is the retail sale, followed by consumer sales and private sales. Retail sales are those that involve the sale of commodities between the seller and a commercial customer for the purpose of conducting business (B2B). In this case, a consumer sales contract (B2C) refers to a contract between a seller and an individual consumer for personal, domestic, or household reasons. Private sales, however, refer to agreements between two unrelated parties through which products are exchanged (C2C).

Due to the fact that no written or implied regulation prohibits the sale of goods over the Internet, as stated in any other legislation, this SOGA would also apply to online users who made a purchase through the Internet. Under SOGA, there are a few key sections, in particular sections 15 and 62, which are crucial to the legal protection of e-commerce transactions. According to section 15, sellers must ensure that the items they sell match the descriptions they provide. Hence, the believes that this protection is vital for an e-consumer, as there is a high percentage of cases where the goods received are not what was described on the e-commerce site. Due to the consumer's inability to view the items themselves researchers, the risk of online transactions would be higher. In addition, section 62 of SOGA also provides that implied terms of a contract for the sale of goods can be excluded by express terms in the contract. This clearly illustrates the unfairness of the section towards e-consumers since e-consumers may not be able to see and inspect the products before purchasing them and may not know what the actual condition of the items is. It would showcase the unfairness of the section toward e-consumers if the seller could write, "all items sold are nonreturnable."

A contract is a legal document in which two parties enter into an agreement. The Contracts Act 1950 applies to all modes of communication, including electronic communications, and therefore, it includes all electronic communications. Unfortunately, this out-of-date Act is yet to be revised and updated to meet the needs of today's businesses. Given that the Act does not contain any provision regarding the legal effect of e-mail communication or web-based contracts, it is not an effective tool for resolving the validity and enforceability of electronic contracts at the current stage of their development.

E-commerce has been included in the definition of mail-order sales under the Direct Sales and Anti-Pyramid Scheme Act of 1993, which was revised in 2010. As a result of the revision to the Direct Sales and Anti-Pyramide Scheme Act in April 2010, the definition of postal order has been expanded to include "any other mailing methods, including electronic means of transmission.". Under Section 19A of this Act, it is unlawful to sell or offer to sell any product or service via an electronic means, except in accordance with this Act and its regulations.

Platforms that Offer Protection to E-Consumers in Malaysia

The Consumer Claims Tribunal Malaysia (TCCM) has been established by the Ministry of Domestic Trade and Consumer Affairs under Section 85 of The Consumer Protection Act 1999 [Act 599] to provide a convenient, quick, and low-cost mechanism for consumers to seek redress against supplier companies for goods and services acquired. The same applies to an independent and just approach. E-consumers will be protected as well by the Tribunal. In total,

there are 16 branches of TCCM in Malaysia, as per its official website. They are located in Perlis, Kedah, Pulau Pinang, Perak, Selangor, Terengganu, Melaka, Kelantan, Johor, Sarawak, Pahang, Sabah, Wilayah Persekutuan Kuala Lumpur, Wilayah Persekutuan Putrajaya and Negeri Sembilan (Official Website of Tribunal for Consumer Claims Malaysia (TCCM)).

Check Mule CCID

Royal Malaysian Police has established a web-based application through which members of the public are able to check any bank account, phone number, and Identical Card number belonging to anyone. According to the search results, it can be determined if the numbers have an arch effect and if the numbers have been reported to the police. An online database has been established to keep track of scammers' records. Using this website would be extremely beneficial for e-consumers because it contains account numbers, phone numbers, and even the exact credit card number of the seller, which would help reduce the number of people who are scammed. It is evident from the number of visitors to the website that it is highly effective, which is approximately 13,373,682 on 1st October 2021. Furthermore, Android users can also download the Check Scammers CCID application from the Google Play Store. Further, the government has launched CCID Scam Response Centre where, if an individual is scammed while browsing the internet, he or she can directly contact the number 03-26101599 or 03-26101559 between the hours of 8 AM and 8 PM every day.

Report to KPDNHEP (Ministry of Domestic Trade and Consumer Affairs)

According to the official portal of the Ministry of Domestic Trade and Consumer Affairs (KPDNHEP), consumers may lodge complaints by calling the toll-free number 1-800-886-800, or through the e-Aduan system on their official website, or they may write to the complaint department at the Ministry of Domestic Trade and Consumer Affairs. Moreover, the claim may also be submitted via the official KPDNHEP WhatsApp, where the complainant may participate in a live chat or walk into the Consumer Complaint Management Center (CCMC). (Official Website of KPDNHEP). KPDNKK additionally provides apps which can be downloaded from both the Google Play Store and Apple App Store. Ez ADU KPDNKK is an app designed for consumers to submit complaints in order to express dissatisfaction, especially for online consumers.

Consumers are able to log in to Ez ADU KPDNKK applications by entering their identification card or passport number and their duplicate card or passport number as well as their passwords. Complaints can be made in four easy steps. Users may create a report using the app's main page, check the report information, and suggest actions. In addition, users may submit suggestions or ask questions through the app. Although this app should provide convenient access for filing complaints with KPDNHEP, it was only rated with 1.4 stars on average in the App Store after 70 ratings were submitted. This indicates that the app may not be convenient for most users.

Report to MCMC

Consumers have the opportunity to file complaints of dissatisfaction with telecommunications, telecommunications providers, special service providers, and broadcasters through the MCMC Complaint Portal. Apparently, e-consumers are constantly experiencing issues with postal and courier services, and sellers, as well as consumers, may not be aware of the proper complaints channels. As a result, they do not put any effort into resolving the issue. E-consumers have the opportunity to file a complaint by clicking on the new complaint section on the official website.

Additionally, there is a button that allows them to follow up on the status of the complaint they have submitted.

For the convenience of e-consumers, a section in the portal provides guidelines in both English and Bahasa Melayu on the complaint process. For consumers who are experiencing problems with courier services, telecommunications, internet, or radio services, the first step is to contact their service provider for assistance. In the event that the service provider does not respond, they may proceed to the second stage of the process. In order to file a complaint against a communication service, the consumer should first contact the Communications and Multimedia Consumer Forum of Malaysia (CFM). As an alternative, they may file a complaint with the Communications and Multimedia Content Forum of Malaysia (CMCF) if the meetings about the content on the electronic platform do not meet their expectations or/and if the feedback or resolution provided does not meet their needs. Following this, they may make a complaint under MCMC by calling the toll-free number 18000 188 030 or emailing aduanskmm@mcmc.gov.my or by accessing the MCMC's official website.

Awareness of the legal protection of e-consumers in Malaysia.

There should be a strong focus on educating and informing consumers about the legal protection of e-consumers. This is mainly due to the fact that e-consumers should be aware of their rights as e-consumers. From the researchers viewpoint, the researchers found that e-consumers are relatively unaware of the legal protections provided to them under the law. Many online buyers have not seen anything that might prompt them to take action if they encounter a problem post-transaction after completing their purchase. There are instances where some e-consumers are not aware of what they should do, and others are unfamiliar with the right channel into which they can report their dissatisfaction. This is indicative of a lack of awareness of this issue. Consider a scenario in which the level of attention and understanding of the Consumer Protection Act (Consumer Protection Act 1999) and the Consumer Disputes Tribunal among online buyers do not correspond with the rise in online shopping. If that were to happen, it would make it impossible to gain a better understanding of the public interest as outlined in the CPA (Consumer Protection Act 1999) and the activities of the Tribunal (Yuhanza Othman et al. 2017).

If consumers do not understand and are not aware of their rights and obligations, laws, especially those well enforced by consumer laws, could be rendered ineffective (Mohamad Fazli, 2014). In order to support the purpose of this study, we asked the respondents whether they were aware of the existence of the Tribunal; 19 out of the 30 respondents stated that they did not know where to begin asserting their rights. It appears from the study that approximately 50% of the respondents from the survey are unaware of any legal protection available for them as online consumers. In addition, they are unsure of how to protect themselves. In light of this, it should also be noted that the Malaysian people cannot intervene in preventing the implementation of legal protection for e-consumers by the competent authority in the country. For Malaysian e-consumers, it is necessary to publish a series of publications on their rights as a consumer and to ensure their rights are accorded the recognition they deserve.

In the report by Yuan Othman et al. (2017), it is stated that this is not due to a lack of complaints but rather the public's lack of awareness of such a tribunal in instances involving online purchases. Further, it is the responsibility of the claimant to serve the claim on the negligent seller in order to get justice. Among other things, the claimant will need to know the actual

address of the seller in order to complete Form I personally on the seller. When a seller pretends to be a dedicated seller, it is difficult to take legal action in a court of law. A claim for damages will be dismissed by the Tribunal if the claimant fails to serve Form I. The claimant does not stand to receive compensation, and the case will ultimately be rejected without recourse. The claimant, in such a case, will be unable to protect themselves, as nothing can be done to protect them. This is one of the risks that e-consumers may encounter.

An analysis of the results of the interview conducted by Yuhanza et al. (2017) found that fourteen respondents were fully aware of the law governing Malaysia's consumer protection. Others, however, said they knew there was a law, but couldn't recall the exact name of it. Among the respondents, only five of them correctly identified the Consumer Protection Act 1999 of Malaysia as the country's consumer protection act. Meanwhile, sixteen respondents were unaware of Malaysia's Consumer Protection Laws, and they also claimed to be unaware of Malaysia's trade regulations. The data from the interview highlights the fact that the e-consumer is only aware of his or her rights at a 'neutral' level. Since only a few of them know about their rights currently, it may not be possible to say that it is at a "satisfactory" level yet. In terms of its results from the Nielson Global Survey, a study that investigated customer awareness of e-commerce in Malaysia, it can be inferred that the country has made considerable strides, with Malaysians ranking among the world's most ardent online buyers (Selvarajah Krishnan et al.,2017).

The KPDNHEP has established a club named Gerakan Pengguna Siswa (GPS), as one of the ways to get e-consumers to become aware of their legal protection. It was once known as Kelab Pengguna Institusi Pengajian as it was originally founded. This group is said to be led by university students who have the same passion for consumers, or rather e-consumers, as the club. Among the objectives of this club is to share the awareness of e-consumers at the university level by cooperating on this project. There is also a club of this kind at the school level in universities, which was founded for the same purposes. The name of this club is Kelab Pengguna Sekolah or School's Consumers Club. The idea of establishing this club is a brilliant effort made by KPDNHEP to spread knowledge to students at the university as well as at the school level. However, it may be said that there is still a long way to go before the club achieves its objective since most people still do not understand the legal rights of electronic consumers.

Since many people are active on social media, these platforms should serve as the primary medium for spreading awareness of KPDNHEP. It may not be feasible to convey information through other media for the time being. A good example of this is that television advertisements are distributing awareness, however, at this particular period of time, many consumers are spending more time on entertainment apps, such as Netflix, Viu, and others, than on television. In light of these facts, the responsible body ought to make use of the latest communication mediums to spread awareness on social media,s via social media outlets such as Twitter, Facebook, Instagram, TikTok, and others.

In addition to allowing objective comparison of interviewees, interviews would also provide a forum for the spontaneous exploration of issues of particular significance to the individual. In view of the fact that the interview is not fully structured, the interviewer would be able to discuss the topic in more detail to gain additional information from the interviewee. The researchers also conducted a survey in order to collect data. As part of the survey, it may be

possible to collect data on specific details regarding the public at large. Consequently, it has been decided to use a Google Form in order to conduct the survey.

Protection of the e-Consumers

In response to the first objective, I will provide details regarding the laws in Malaysia offering protection to e-consumers. In order to get information on the first research question, the researchers conducted a survey and interviewed participants. In Malaysia, the law in place that provides protection for e-consumers is the Electronic Commerce Act 2006 (ECA), which has recognized electronic commerce transactions. An overview of electronic signatures in e-commerce transactions can be found in section 9. As part of the Consumer Protection Act of 1999 (CPA), consumers are also protected from any trade transaction conducted electronically. The Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations) outline the legal protections that apply to e-consumers. Currently, the Communications and Multimedia Act 1998 (CMA) governs communications and multimedia in Malaysia. It is pertinent to note that the Contracts Act 1950 also includes contracts made by electronic means, which recognize electronic transactions made by consumers. Generally, the Sale of Goods Act 1957 governed the sale of goods. Nonetheless, none of the provisions mentions including the online platform, but one would expect that it would.

The Direct Sales and Anti-Pyramid Scheme Act 1993 (DSASA) was amended in 2010 to recognize online shopping or e-commerce as defined under mail-order sales, which was the first time a law recognized this type of business. According to the survey, 62% of respondents, or 62 respondents, are aware of Malaysia's existing laws to protect e-consumers. In contrast, 39% of respondents, or 39 respondents, do not acknowledge that Malaysia has a current law governing the protection of online consumers. However, 66.3% acknowledge that Malaysia has these laws in place. Nevertheless, it is possible that the results are due to the majority of respondents being older than 31 years of age, with 70%, which is equal to 70 respondents. In view of the fact that e-commerce is a relatively new phenomenon, some of the respondents of that age group may not be familiar with the laws regarding consumers online, as 73% indicated that they were familiar with it. Among the additional 14% who have never shopped online, most are older than 30.

Furthermore, the interview was conducted with two online consumers or shopaholics. The first question asked in the interview with the first respondent was whether the respondent was aware of any laws that protect e-consumers in Malaysia. According to the interviewee, any security must be created under any existing Malaysian laws, however, she did not enumerate any of the current rules specifically or in detail. Next, the same question was asked to the second interviewee in order to determine whether they were aware of the current law governing e-consumers. According to the interviewee, Malaysia will have a law protecting consumers, including e-consumers. The interviewee also agreed with the interviewer's statement that the existing law protecting consumers is the Consumer Protection Act 1999 (CPA).

Furthermore, there is a blog entry by one of the e-consumers relating her experience with e-commerce platforms. Her experience with getting a refund from an online shopping platform, Shopee, was described in this article. The blog provided a detailed explanation of the refund process. Due to the lost parcel, she decided to apply for retail reimbursement from Shopee. She visited the counter of the courier service company, PosLaju, but the parcel was nowhere to be found. As explained in her blog, the blogger shared that to obtain the refund, she simply clicked

the 'refund' button in the Shopee app. She then filled in the reasons for the refund, clicked the 'refund' button in the app, and then specified the reason for the refund. The transaction would take a few days as Shopee will investigate the matter by dealing with several parties, including the seller, buyer, and courier. She also shared that the seller disputed the refund and provided a tracking number as evidence that the item had already been shipped. As a matter of course, Shopee would investigate the matter with its logistics department in cases such as this. An email confirming the approval of the refund was received after a few days. Upon confirmation from the logistics team that the parcel was lost in transit, approval was granted. Within five days, the refund was received by the customer via ShopeePay. In her statement, she stated that Shopee provided her with excellent and efficient service.

Electronic Commerce Act 2006 (ECA), which recognizes the validity of electronic contracts and signatures, may offer protection to e-consumers. A digital signature is covered by the Digital Signature Act 1997. Personal Data Protection Act 2010 (PDPA) applies to the use of personal data (for example, information about website users). All goods and services provided to consumers will be covered by the Consumer Protection Act of 1999 (CPA) which covers any transactions conducted through electronic means, where goods/services are primarily purchased, used, or consumed for personal, domestic, or household purposes. The Consumer Protection (Electronic Trade Transactions) Regulations 2012 (ETT Regulations) govern firms that provide goods or services through websites or online marketplaces. According to the Trade Descriptions Act 2011 (TDA), false trade descriptions and false or misleading statements, conduct, or practices regarding the supply of goods or services (including via electronic means) are prohibited. Sales of goods in Malaysia are governed by the Sale of Goods Act 1957 (SGA). Malaysia's multimedia and communications industry, including content service providers (such as website operators), is regulated by the Communications and Multimedia Act 1998 (CMA). It is mentioned in Naemah Amin et al. (2013) that the Electronic Commerce Act 2006 (ECA) is also taken into account. In order to conduct online transactions, e-consumers should rely upon the Electronic Commerce Act 2006 (ECA). Critical legislation to protect consumers is the Consumer Protection Act of 1999 (CPA), which was amended in 2007 to specifically recognize online transactions. The Contract Act of 1950 and the Sale of Goods Act of 1957 are the two key pieces of legislation.

The Consumer Protection (Electronic Trade Transactions) Regulations 2012 are intended to protect e-consumers. In its 2010 amendment, the Direct Sales and Anti-pyramid Scheme Act of 1993 mentions transactions made electronically. Moreover, the authors reported on the Communications and Multimedia Act 1998 (CMM), Communications and Multimedia Commission Act 1998 (CMC), and Personal Data Protection Act 2010, which are the legislation under the Ministry of Information, Communication and Culture which Communications and Multimedia Act 1998 (CMM), Communications and Multimedia Commission Act 1998 (CMC), and Personal Data Protection Act 2010 which are the legislation under the Ministry of Information, Communication and Culture may also protect e-consumers because it involves the media. As a result, the researchers concluded that this legislation would be capable of protecting e-consumers since social media are now used to sell goods or services. By using social media, users may purchase goods and/or services.

As for the finding, according to Malaysia's existing legal provisions, the number of conditions is lower than in other countries, showing that our legal protections toward consumers are still insufficient. It is well known that e-commerce has grown rapidly in recent years due primarily

to the Covid-19 pandemic. Malaysia should focus on this market because it is becoming increasingly significant. Robust legal protection is also required for e-consumers similar to that for regular consumers. In the survey, I found that 61% of respondents were aware of the current Malaysian laws. In a survey conducted with 100 respondents, it was found that only 61% of respondents were aware of at least one existing law in Malaysia. The vast majority of e-consumers do not know their rights and the protections they are entitled to under Malaysia's legal guardian.

Furthermore, many respondents were unaware of the existence of the statutes listed in the survey, and only 63% knew about them. Both interviewees indicated that there should be an existing law in Malaysia that protects e-consumers. However, neither of them gave information regarding the current law.

The second research question concerns the adequacy of current laws in ensuring the protection of e-consumers. According to the survey, 77% of respondents, or 77 respondents, disagreed that the current law would adequately protect them as electronic consumers when asked a question related to this research question. In spite of this, 23 respondents, or 23% of respondents, believed that the current legislation would be sufficient to protect consumers. A majority of respondents in this survey agreed that Malaysia should have a law or legislation that specifically protects e-consumers. There was agreement among 97 out of the 97 respondents that e-consumers should have specific legislation, while only three out of 97 respondents disagreed with this.

In the interview with the first interviewee, the question was asked whether the existing law adequately protects e-consumers. When asked whether she thought the current Malaysian laws provide e-consumers with adequate protection, the interviewee stated that she did not. Her opinion is that if we intend to ensure full and proper security, our existing Malaysian law may not be able to adequately handle the protection spec fiscally. She believed that Malaysian law still contained a loophole. Furthermore, the interviewee suggested that Malaysia should have separate laws to protect e-consumers. Recent trends indicate that e-consumers continue to increase, making it necessary to focus on the subject.

According to the second interviewee, the existing Malaysian law regarding the protection of e-consumers is adequate for consumers in general. The interviewee, however, noted that it may not necessarily appeal solely to e-consumers since the transaction and the process of sale and purchase is quite different. Compared with traditional sales and purchases, electronic consumers may be exposed to potentially risky transactions. Furthermore, the interviewee stated that it would be a good idea to have separate legislation solely for electronic consumers. Aside from that, she stated that the e-commerce industry has grown considerably, which is why further regulation is necessary.

Among other sources, the article review refers to the article by Naemah Amin et al. (2013), in which the authors doubt that existing Malaysian law provides adequate protection of e-consumers. Although most laws have been amended to recognize commerce transactions, the protection of e-consumers has not been addressed. As an example, the authors of the Contracts Act 1950 opined that the legislation urgently needed to be updated to reflect the current situation of sales and purchases made electronically, primarily via the internet. Although online consumers have certain protections, the legislation is quite extensive.

In the article review on E-commerce and Consumer Protection in Malaysia: Advertisement and False Description, as presented in (Kamal Halili Hassan, 2012). According to the author, Malaysia provides e-consumers with exceptional protection. It is also not true that there are no legislative or statutory provisions on the subject. It should be noted that many legislations in Malaysia provide coverage for electronic commerce or protection for sales of goods, even though they may not explicitly mention electronic sales. The question of whether to specifically address e-commerce always raises debate. It is very important to note, as well, that the disparity in the application of the statutes is the main issue.

Based on the findings of both interviews, both interviewees expressed dissatisfaction with the level of protection provided to e-consumers. The interviewees also agreed that there needs to be a law that protects e-consumers in Malaysia. The e-commerce industry has grown significantly in recent years, which is why the legislation needs to be improved as soon as possible. According to the researchers, both interviewees reaffirmed the same opinion. Naemah Amin et al. (2013) argue that we need a single specific law that governs specifically e-consumers. It would be easier to refer to and it would show that Malaysian laws are keeping pace with the times. The e-commerce industry, for example, has experienced significant growth during the Covid-19 pandemic. As a result, the number of e-consumers has also increased, and they should also be adequately protected. A separate piece of legislation for the protection of e-consumers is a necessity in Malaysia at the moment, as noted by the authors of E-commerce and Consumer Protection in Malaysia: Advertisement and False Description (Kamal Halili Hassan, 2012). Malaysian law also needs to be updated to determine whether it covers e-commerce transactions. It may be necessary to make other provisions to explain the process if it is covered, since it may differ from the existing process. For example, the E-consumer Protection Act outlines the protections offered to e-consumers.

Regarding the third research question, as to the awareness level of e-consumers regarding their legal protection, the survey conducted found that 67 respondents were aware that e-consumers are protected by law. A total of 33 respondents were unaware of the legal protection offered to e-consumers by Malaysian law. Many consumers may not be aware of this protection. Comparatively, 23 respondents agreed that most Malaysians are aware of the rights of e-consumers.

In terms of awareness of legal protection for online consumers in Malaysia, the survey indicates that most respondents are neutral, or level 3 with 52% or 52 respondents. This indicates that half of the respondents responded in this manner. Consequently, the second-highest level of awareness recorded by 30% of respondents is 'unsatisfied', which is two percentage points higher than 'satisfied'. About 15% of the respondents stated they were satisfied with Malaysia's legal protection for e-consumers. In addition, there were two or three respondents who were very unsatisfied. Lastly, 1% or one respondent indicated that they were very satisfied with the level of awareness regarding e-consumer protection in Malaysia.

In the first interviewee's opinion, the understanding of Malaysia was unsatisfactory because consumers were not exposed to or aware of such rights. This was a result of finding out how much awareness consumers have of such rights. She also reported in the past being scammed when she attempted to buy a smartphone over an online platform for RM800. Her statement indicates that she is unaware of the rights she has as an e-consumer and the right channels by which she can report a seller after being scammed. During the interview, the interviewee

pointed out that e-consumers should be made more aware of their rights. There may be other e-consumers who have similar experiences. She suggested that social media is the best channel for raising awareness of the rights of e-consumers. The reason for this is that online consumers may spend a considerable amount of time on the internet as they purchase their goods. It may be the case that people today are not watching television as much as they used to.

Similarly, the second interviewee expressed her dissatisfaction with the level of awareness of e-consumer protection in Malaysia. She also has the experience of being scammed by the seller through online shopping or e-commerce multiple times as the interviewee has been doing online shopping since 2014 on many different platforms like Instagram, Shopee, and others. The situations include the items sent is different from the ones she ordered and there are times when she did not receive the goods at all. The total estimation of her loss is around RM1000. However, since the interviewee is not aware of her protection as an e-consumer, she did not take any action like reporting the seller and others. Due to this, the interviewee opined that the awareness level is still unsatisfactory. This must be improved as soon as possible for e-consumers in Malaysia.

The Shopee user has expressed their concerns in regards to the store's review section in light of their experiences as e-consumers. In the end, the football shirt he bought from the store got only one out of five stars. The sole reason he gave for this was that it was extremely disappointing. As a result of the comment, other online consumers who may refer to this review will know from the comment that the jersey received was not original, it has a stain, and the fabric is not suitable for a white jersey. Because of the comment, online shoppers will know these issues and consider whether to purchase the jersey or not because of its low price.

According to the results of the survey, Malaysian consumers who make purchases online do not know enough about their rights as consumers. As a result of the survey question regarding the degree of awareness, the highest response rate was 'neutral' with 52% of the respondents. It appears that the survey results were based solely on the survey itself. The results showed that Malaysians strongly favoured incentives. It was agreed that e-consumers must be made aware of the importance of raising their awareness of e-commerce issues. It is evident from the experience of online consumers who post feedback or ratings regarding their dissatisfaction with a product received, that posting feedback is a wise idea because their customers will read the reviews before making a purchase. If these matters were reviewed honestly, people would become aware of those matters. In view of the fact that most e-consumers purchase their items online, which indicates they spend most of their time on social media, the researchers agreed that any organization responsible for organizing an awareness campaign should do so by focusing on social media.

Conclusion And Recommendations

This paper provides a general overview of the legal protections available to e-consumers in Malaysia. Due to the increased number of e-consumers in Malaysia as mentioned previously, protection security for e-consumers is taken more seriously nowadays. It is important that consumers and e-consumers receive separate protection because they conduct sales and purchases differently. This is true, especially in Malaysia where both will encounter consumers.

As a result of this conclusion, we have also addressed the three research questions or objectives of this study: whether Malaysian law offers protection to e-consumers, whether the rules are adequate, and whether e-consumers are aware of their rights.

Malaysian law offers protection to e-consumers in Malaysia, which is the first research question. According to the analysis, the researchers has listed Malaysian laws intended to protect e-consumers. The existing laws in Malaysia currently cover only the recognition of online transactions and not the protection of e-consumers. Many of the newly-enacted regulations target regular consumers rather than e-consumers or online buyers who require different protection.

Regarding the adequacy of the laws, as it was stated previously, Malaysia does have regulations regarding legal protection but does not cater to e-consumers. Therefore, it can be said that the rules are not adequate for protecting e-consumers. The reason for this is that most of the act was amended only to recognize online transactions, not to address consumer protection.

In response to the third research question on awareness of e-consumer rights and protection, based on a survey of 100 Malaysian respondents, the level of awareness is 'neutral' and 'unsatisfied' at present. In light of the data, it is evident that there is a need to raise awareness among e-consumers, as many are unaware of the proper channels through which to enforce their rights and protection.

Based on the three research questions mentioned previously, it appears that Malaysia's existing laws would only cover the recognition of online transactions. The laws, however, may not adequately protect e-consumers. In addition, this research indicates that e-consumers are capable of learning about their rights and safety at a level that is 'neutral' or 'unsatisfactory'.

The existing legislation in Malaysia needs to be amended in order for it to be relevant to the current situation in order to provide better legal protection for e-consumers. As most of Malaysia's existing legislation focuses on recognizing online transactions rather than providing legal protection, this should be included in Contracts Act 1950.

Moreover, the new legislation, the E-Consumers Act, which grants rights and protection to electronic consumers, is in sync with the latest e-commerce transactions. In view of the fact that Malaysia already has the Consumers Act, it may be appropriate for Malaysia to have the Electronic Consumers law, which is only focused on the legal protection of electronic consumers.

Thirdly, the government should make it mandatory for all online sellers to register their business for a nominal fee of RM10 in order to obtain a license. Upon registering the online business on each platform, the seller's data is saved as well as the shop's data. By providing such an incentive, they can ensure the legality of the products and services they may offer. E-consumers may have complaints and should be able to check the status of sellers. For instance, if the online store has a history of conducting illegal transactions or scamming people, e-consumers may check existing records to avoid being scammed.

It is suggested that awareness activities be conducted via social media rather than television or radio in order to provide the most widespread impact. As many people already know, e-

consumers spend a great deal of time shopping online, indicating that they spend a lot of time on social media. Getting the awareness activities on social media would help raise awareness among the e-consumers much faster. In this sense, it would be possible to attract the targeted audience effectively, which is the e-consumers.

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