

EXAMINING THE CONSUMER PROTECTION AND COMPREHENSIVENESS IN E-COMMERCE IN TANZANIA

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ABSTRACT

This paper seeks to assess consumer protection and comprehensiveness in e-commerce in Tanzania. Mixed research method was used to collect data from the study area, including, 210 respondents and 2 key informant interviews. Statistical Package for Social Sciences (SPSS) was applied for quantitative data analysis, while content analysis was adopted for qualitative data. The findings show that the legal framework in Tanzania does not offer tight protection to online consumers exposing them to various online vices. Because of this, majority citizens have opted not to engage in online business due to fear of being negatively affected from online businesses or suppliers. We found acts of fraud, misrepresentation, lack of redress and others to have dominated online business. It is therefore recommended inter alia, that there should be enacted single legislation that provides for consumer rights and protection for different types of consumers and the law should seek also to establish a centralized body dealing with consumer rights and protection.

Key words: E-Commerce, Comprehensiveness, Consumer Rights, Consumer Protection.

1.0 INTRODUCTION

The emergency of electronic communication facilitates development in various aspects in the world such as e-commerce. Electronic communication enables sharing of information, innovations, views, approaches and models for global development as it is advocated in the 8th Sustainable Development Goal (SDG) (UNDP, 2015). The goal advocates the use of electronic communication to enhance sustainable development. In reaction to that, the Tanzanian government digested the global Sustainable Development Goals to catalyze her economic growth by introducing Tanzania Development Vision (TDV) 2025 in which five goals are communicated. The fifth goal of Tanzania Development Vision (TDV) 2025 aims at making a conducive environment for a competitive economy, enhancing the sustainable growth, utilization of technological innovations and sharing of benefits globally (Planning Commission, 2000).

Electronic communication has made an integrated system in the world by which access, dissemination and requests for information have been enabled (Prasanna Kumar Associate, 2014). E-commerce, has great impact in the expansion of business opportunities in Tanzania (Oreku et al., 2016). E-commerce is slowly replacing the old methods of conducting business in the world by increasing efficiency, reduce cost, time and effort (Makame, Kang, & Park, 2014). E-commerce advertisement has also greatly been used in different social media from 8% in 2005 to 74% in January 2014 (Pew Research Center, 2015 in (Zhang & Ip, 2015). However, associated with this, is the comprehension challenge of the e-advertisements majority being made in English language (Oreku et al., 2016).

Africa, with the fast-growing number of internet users is equally participating in e-commerce, however, her rate of participation is still slugging compared to other continents (Kazeem, 2018). For instance, in 2017 alone 68% of internet users in European Union countries made online purchases compared to 13% in Africa (Kazeem, 2018). But there is still good hope for further development given growth in internet connections in Africa from 2.1% in 2005 to 24% in 2018 (Dahir, 2018). The recent UNCTAD report shows that Nigeria, South Africa and Kenya accounted for nearly half of Africa's estimated 21 million online shoppers in 2017. The UNCTAD B2C e-commerce Index for 2017 shows Tanzania ranked at the 110 position among 151 countries in the report. E-commerce in Tanzania is integrated with mobile commerce (m-commerce) (Mwenegoha, 2015) but the two suffer a number of legal and infrastructural challenges. One of the challenges facing online commerce is consumer protection and its comprehensiveness.

Protection of consumers in Tanzania is a constitutional right given under various articles including article 18 and article 30 of the Constitution of Tanzania, 1977. Further protection is given under statutes like the Fair Competition Act, Sales of

Goods Act, TCRA Act, EWURA Act, TFDA Act, TBS Act, and others. Just like conventional consumers, e-consumers are subject to the enjoyment of some rights and protection from the vices of e-commerce. However, it is to be noted that such protection is fully guaranteed in a conventional environment of business undertakings. For instance, in the case of *Ministry of Industry and Trade v. Bonite Bottlers Ltd*, decided on 1st June, 1999 by the Trade Practice Commissioner whereby, Bonite Bottlers, the manufacturers of Kilimanjaro drinking water were sued for putting a false advertisement deceiving the public that the water is from a “natural spring” while in actual terms their water was from a dripped well, the commissioner ordered Bonite Bottles to change their advert. The advert was changed to “pure drinking water” (Festo, 2011).

The Consumer Protection regime in Tanzania found its roots in the 1980’s when the country witnessed the emergency of free market economy through economic reforms and trade liberalization. This was later followed by enactment of the Fair Competition Act of 2003, the mainstream laws among others in consumer protection. That was necessary so as to avoid ant-competitive behavior and protect consumers from unfair market practices, (Kisyombe, 2012). The Act provides for competition laws on one hand and on the other hand it provides for consumer protection. The Act has also established the Fair Competition Commission as an independent government body among others to safeguard consumer rights in Tanzania. However as per the definition of a consumer under the Act it is clear that this law does not feature the e-consumer into application.

In 2010 the Electronic and Postal Communication Act was enacted. This also does not address online consumer protection or online commerce. The Act mainly provide for a comprehensive regulatory regime for electronic communications service provision and postal communications service provision. Under the Act telecommunication is viewed as a product or service and not a medium. The 2015 Electronic Transaction Act regulates e-commerce transactions. It recognizes e-government services, e-payment, recognition of electronic evidence and also provides guidelines for admission of e-evidence in courts. Part IV of the Act is essential for consumer protection in e-commerce. However, the Act does not establish any institution responsible for e-consumer protection and does not allocate any means for one to foster consumer rights.

Furthermore, the Cyber Crimes Act of 2015 is essentially designed to make provisions for criminalizing offences relating to computer system and information communication technology. Among offences that the Act criminalizes, have direct bearing to consumers rights and protection, for example unsolicited messages, publication of false information, and fraud. The list of consumer rights protected by the Act is very short and do not exhaustively protect consumers engaging in an online environment.

Therefore, this study aimed at addressing the extent of e-commerce consumer protection and challenges facing e-commerce consumer protection in Tanzania. But also, the study has assessed the comprehensiveness of e-commerce to consumers and finally pointed out measures best suitable in Tanzania in enhancing e-commerce consumer protection. This was made possible through focusing on exploring the e-commerce uses in Tanzania, analyzing the consumers’ comprehensiveness of e-commerce in Tanzania and examining the existing regulations on e-commerce consumer protection in Tanzania. This study is significant to law makers in addressing challenges identified in the study towards proper implementation of the protection of consumers in e-commerce in the country by understanding how best the same can be done.

2.0 LITERATURE REVIEW

The Fair Competition Act defines a consumer as any person who purchases or offers to purchase goods or services otherwise than for the purpose of resale but does not include a person who purchases any goods or services for the purpose of using them in the production or manufacture of any goods or articles for sale. The foregone definition excludes anyone who acquires goods for resale or reproduction and/or manufacturing (Mwenegoha, 2015). The Electronic Transactions Act, 2015 defines e-consumer as any person who enters or intends to enter into an electronic transaction with a supplier as the end user of goods or services offered by the supplier. It can be noted from the foregone definition that drafters of the law thought of the e-consumer as the end user of products or services bought in an online environment and does not include a person who buys so as to sell to another. For the purpose of this study, the adopted definition is that, e-consumer refers to consumers who transacts in any electronic forms including e-commerce, m-commerce and in social media, social networks and forums or blogs. Moreover, the term online consumers will be used to refer to e-consumer, (Mwenegoha, 2015).

E-commerce on the other hand refers to the communication, management system and security in conducting business electronically (Nanehkanan, 2013). According to Nagaty (2010) e-commerce can be categorized into four main categories: firstly, B2B (Business-to-Business) where the exchange of services, goods or data between one business and another. Secondly, C2B (Customer-to-Business) is when customer want to sell goods or services to the business. Thirdly, B2C (Business-to-Customer) is the exchange of information, goods and services between a business and a customer. Fourthly C2C (Customer-to-Customer) is the exchange of goods or service between two individuals. C2C market cuts intermediaries, but has a number of challenges including the challenge of connecting the buyer and seller, and once the

buyer and the seller have been connected, there is an issue with trust; are the buyer and seller trustworthy individuals and how can this be known? And the last issue is with the actual monetary (payment) transactions (Makelainen, 2006).

Consumer protection refers to mechanism designed to protect consumers both in e- and traditional environment from dishonest practices by the seller. Consumer protection requires presence of both institutional and legal framework that safeguards various rights to consumers. It is not enough for a country to develop laws and rules on consumer protection but the same must be coupled by existence of institutions that oversees the protection of consumer rights.

The comprehensiveness in e-commerce seeks to measure understanding of what has been communicated and whether it meets consumers' needs without leaving a room for doubts. The role of advertisement in influencing ones decision to buy online is dependent on the language used; reputation of the website; other people opinion; price, quality, and brand of the product; incomer level of the consumer; and use of vibrant colors and promotional offers, (Mohammed & Alkubise, 2012; Kalia & Mishra, 2016). The Electronic Transaction Act requires online suppliers to disclosure a clear information including: (a) full name, legal status and place of business, (b) contact details; (c) a full description of the goods or services offered; (d) the price of the goods or services; (e) information on the payment mechanism that complies with other written laws; and (f) any other relevant information.

In relation with e-commerce and consumers satisfactory the study employed the “E-Commerce Success Model” by (A. & Licker, 2001) that extended the previous models such as D&M Model and E-Commerce System Success by Mollar & Licker. We employed E-commerce models because it provides mechanism to control huge data with security, reliability, user friend, low costs, accessibility and customizability for flourishing e-commerce (Nagaty, 2010). The proposed model has extended the D&M model to introduce customers' e-commerce satisfaction which incorporates how the needs of the customers have been met. For instance, the web quality has to include function quality to demonstrate the attractiveness of the system and to interact with the customer (Zo & Ramamurthy, 2009). The e-commerce model adopted in this study is presented as follows;

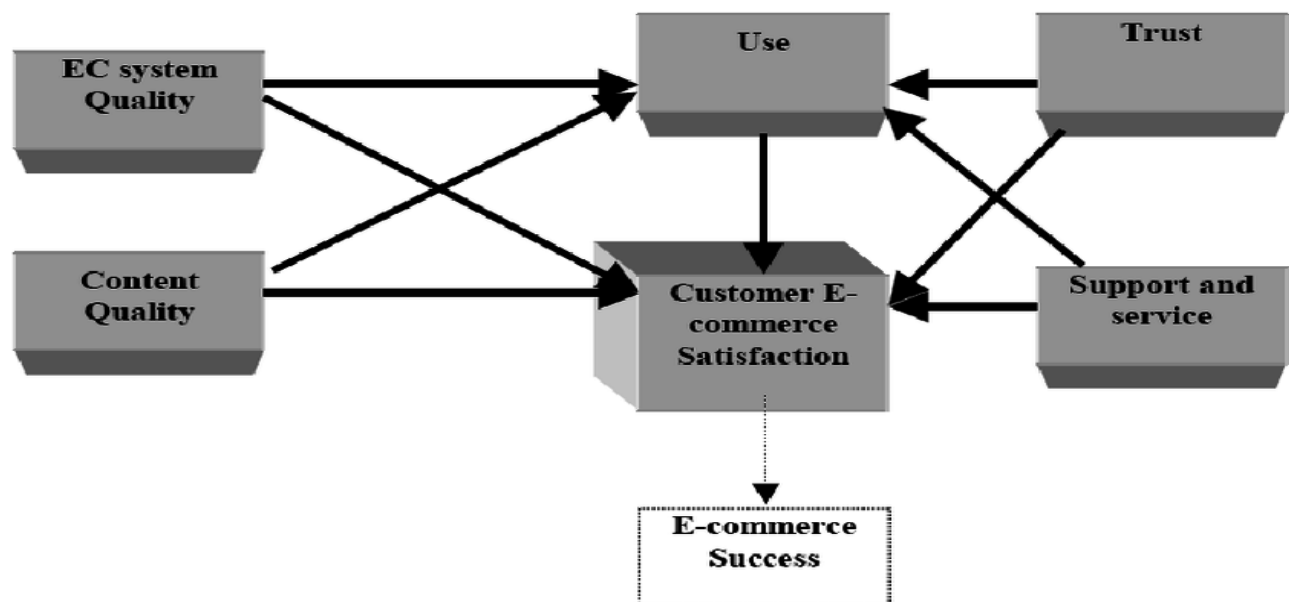


Figure 1: The e-commerce Model

E-Commerce Success Model has combined crucial elements involved in e-commerce businesses as the above diagram illustrates. The combination of the elements provides a link to and from each segment that enables coherence and comprehensiveness of the e-commerce.

3.0 METHODOLOGY

The study employed a mixed method research involving collection of both quantitative and qualitative data. It involves integrating the two forms of data, and using distinct designs for comprehensive analysis. The approach improves the accuracy of the study findings, give a more complete picture of what has been studied, develops the analysis when one method used to inform another and support the sampling processes (Denscombe, 2010). Basing on the nature of the study where e-commerce is practiced by different groups in different interfaces, gathering appropriate information to answer research questions, the researchers decided to use stratified sampling. Stratified sampling provides a wide range of

possibilities to measure a population with different features, which increases appropriateness of data (Ahmed, 2009). The sample involved 100 producers or service providers/suppliers and 200 consumers who use e-commerce and they were randomly selected basing on the ratio of 1:2 as the table 1 shows;

Table 1: Sample size description

Electronic interfaces	Goods or Service Providers	Consumers	Total
Facebook	20	40	60
WhatsApp	20	40	60
BlogSpot	20	40	60
Company websites	20	40	60
Instagram	20	40	60

The data collection tools employed by the study were questionnaire, interview, and documentary review. Both semi-structured and structure interviews were used as they provide wide scope of the question and they provide a room for viewing out the perceptions, and emotions for qualitative data (Canals, 2017; Prasanna Kumar Associate, 2014). According to Canals (2017) structured interview and questionnaire are used to generate quantitative data. We administered questionnaires in two ways: face to face and via online platform. The data presented in this study from interviews and questionnaires came from 210 respondents. Respondents included 54.3% females and 45.7% males. This was made up by 89.5% respondents between the age of 18 years to 40 years; 8.1% of respondents between 41 years to 50 years; and 1.4% of respondents aged more than 50 years.

The Statistical Package for the Social Sciences (SPSS) data analysis software was used to analyze the quantitative data while content analysis was used to analyze qualitative data (Singh, 2006). Themes were identified and illustrated using text extracts from participants’ transcriptions explaining consumers’ perspectives on both protection and comprehensiveness of e-commerce.

4.0 FINDINGS AND DISCUSSION

4.1 Internet Penetration and Involvement in E-Commerce

There is a smaller number of recognized online businesses and service providers in Tanzania, including *Kaymu, Inauzwa, Jumia, Shopping tz,* and *Kivuko*. But many people do online business through online advertisement which have dominated social media platforms. Such advertisements can be created by any person for anyone to access.

Table 2: Internet Penetration in Tanzania.

INTERNET SERVICES						
Estimated number of users by technology type						
Type of Service	2013	2014	2015	2016	2017	2018
Fixed Wireless	1,056,940	1,913,082	662,882	1,218,693	3,468,188	135,954
Mobile Wireless	7,493,823	11,320,031	16,280,943	18,014,358	19,006,223	22,281,727
Fixed Wired	761,508	984,198	319,698	629,474	520,698	725,279
Total Users	9,312,272	14,217,311	17,263,523	19,862,525	22,995,109	23,142,960
Penetration	21%	29%	34%	40%	45%	43%

Source: TCRA, June 2019

Table 2 above shows tremendous growth in the number of users of internet from 9 million people in 2013 to 23 million people in 2018. The penetration growth is now at 43 percent and this may be influenced by different factors including the development of internet availability in the country. The data above further imply that there is a huge potential for e-commerce because a good number of people are using internet which is the main requirement in undertaking e-commerce. The question that remains is on whether all people using internet participate in e-commerce in Tanzania.

The findings of the study show only 44.5% of the respondents participate in e-commerce while 47.8% had participated in e-commerce in the past. The findings depict a fall in participation in e-commerce which may be attributed to security dangers that the e-commerce participants are exposed to. So, despite the tremendous increase in numbers of internet users in the country there is no proportional increase in the number of e-commerce participants. In comparison, UNCTAD report shows that at least 5.3% of Tanzanians purchased through internet in 2017 (UNCTAD, 2018). This is still a small number of participants compared to internet penetration.

4.2 Readiness to Participate in E-Commerce

Findings in this part involved 110 respondents who identified various factor that have negative or positive influence to participate in e-commerce.

Table 3: *Summary Readiness factors to participate ion e-commerce*

Readiness Factors	Frequency in %
Fraud, Perjury, and Misrepresentation	48.1
Trust (trust-worth websites)	16.5
User friendliness, time and cost saving, on the buyer side.	10
Timely delivery and price of goods	10
Quality of the goods and services	10
Cancellation of payment and return of the goods or compensation	6.4
Authenticity of the provider/supplier and Security Issues	6.4
Technological awareness	4.5
Inspection and examination of goods	4.5
Word from a friend	3.6
Choice of Language	3.6
Chance to correct errors	2.7
Borderless (global) nature of business	1.8

Source: Field Data 2019

Findings from Table 3 depict that issues of fraud, perjury, misrepresentation, trust, user friendliness, time and cost saving, quality of the goods and others are pillar factors that affects one's decision to engage in online business. However, the main reasons among respondents for not engaging fully in e-business revolves around fear of perjury, misrepresentation and fraud, trustworthiness of the online businesses, quality of the goods, payment issues and user friendliness of the e-business. The findings of the study are in line with results of other studies which found out that the need to examine a product, the requirement of a credit card and safety issues are the major contributing factors to e-commerce involvement (Teo, 2002). Also, one may not be free to participate in e-commerce because of attitude impacts, ease of use, and financial risks in the process, (Babar, Rasheed, & Sajjad, 2014).

4.3 Comprehensiveness of Advertisement for E-Commerce

Business advertisements have dominated social media platforms like Facebook, WhatsApp, BlogSpot, Instagram and others, where anybody can produce an advert and upload it to the selected interface. This has created a big challenge on the comprehensiveness of those advertisements to the intended customers. Reasons for this lack of comprehensiveness are triggered mainly by the choice of language (English) and lack of key information about providers or businesses such as physical address, price and incompleteness of adverts.

Table 4: *Comprehensiveness of Online Advertisement*

Comprehensiveness Measure	Frequency in %
Yes, online advertisements are well understood	37
No, online advertisements are not well understood	63

Source: Field data, 2019

Findings in Table 4 above reveals that comprehensiveness level of online advertisements is generally low. Only 37 percent of the respondents can understand clearly what is communicated in e-commerce adverts. Among comprehensiveness challenges noted by respondents involves the use of English language and incompleteness of online adverts. Adverts are invitations, hence when they are poorly formulated, they occasionally affect one's decision to participate in e-business. In comparison, the law requires online adverts to consist (a) full name, legal status and place of business, (b) contact details including physical address, telephone and e-mail addresses;(c) a full description of the goods or services offered; (d) the price of the goods or services; (e) information on the payment mechanism that complies with other written laws; and (f) any other relevant information (ETA, 2015). The finding above indicates failure in the enforcement of the law.

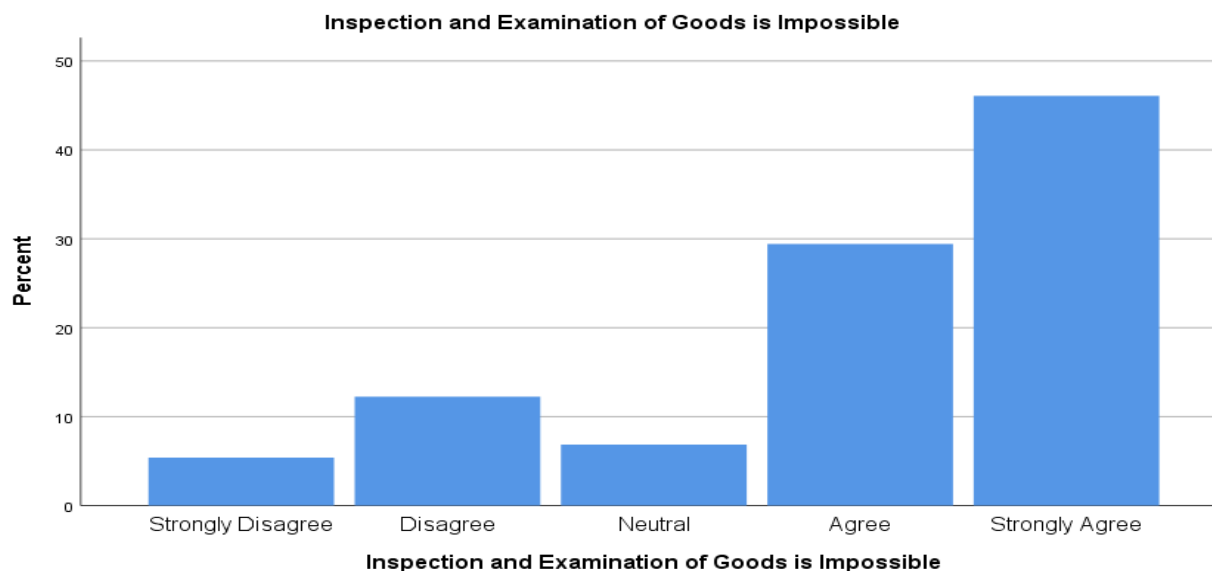
4.4 E - Commerce and Consumer Protection

This part communicates findings from the study on various rights essential to e-commerce users and how the same are protected in the country.

4.4.1 Rights to Inspect and Examine the Goods

Data collected indicate that 73% of the respondents agrees that e-commerce does not offer consumers the right to inspect goods before buying them and this affects their decision to participate in e-commerce as indicated in figure 2 below. The major respondents' concern is that, what one may see on the adverts may not be the same product delivered to him once he offers for sale. Lack of right to inspect the goods before buying them has created fear among people to participate in e-commerce and some have been affected by receiving goods that they did not order or of very low quality. In line with this finding Kingsta Report (2019) found that 42% of online buyers regretted their decision to buy goods online mainly because of differences between goods ordered and goods supplied.

Figure 2 *Inspection and Examination of Goods*



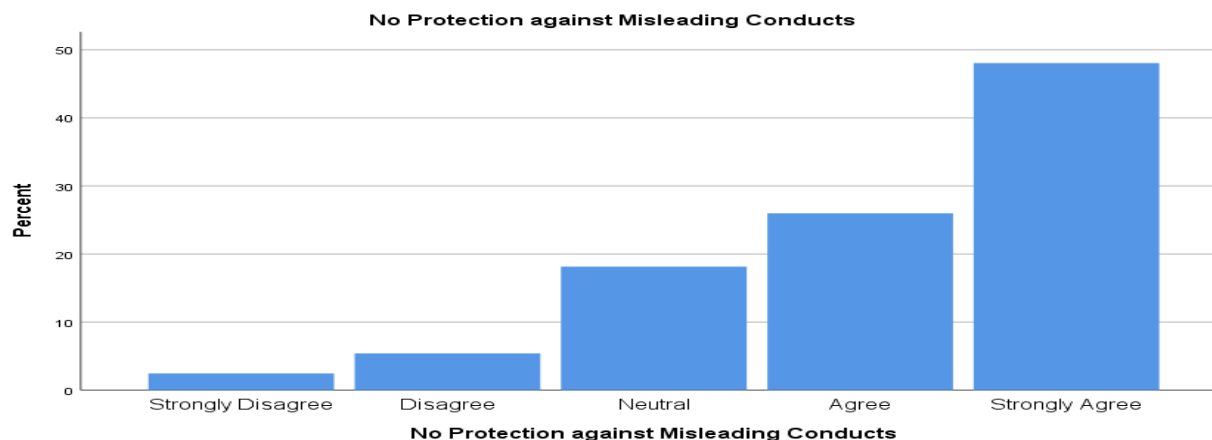
Source; Field data, 2019

Therefore, power of the consumer to inspect goods before deciding to buy is one of the essential rights under the regime of consumer rights, however the same is a challenge when sale is done in an online environment.

4.4.2 Protection against Misleading Conducts

Findings from the interviews conducted indicate that most of information provided in e-commerce adverts do not give full details and sometime there are exaggerations and failure to disclose full information. This is further reflected in the figure 3 below;

Figure 3: *Protection against misleading conducts*

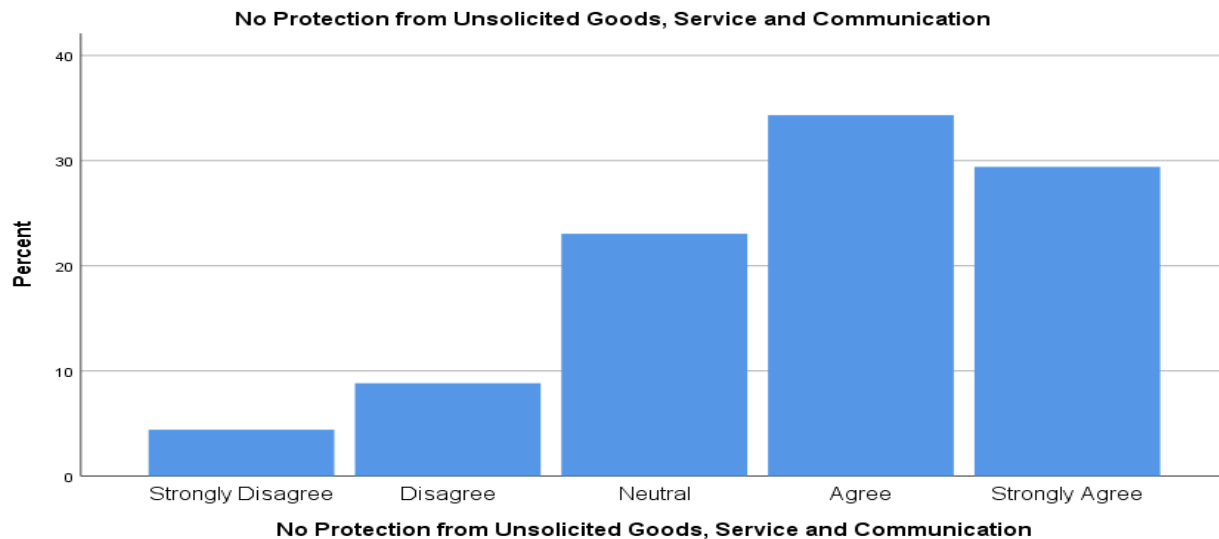


Source; Field data, 2019

The figure above shows that 71% of the respondents agree that e-commerce does not protect consumers from misleading conducts. No one is regulating what people can write on the internet although one may be punished for what he writes on the internet. This makes it difficult to prevent misleading conducts and incomplete information about e-commerce. In comparison, the Fair Competition Act makes it illegal for a business to engage in conduct that misleads or deceives or is likely to mislead or deceive consumers or other suppliers. The challenge is still on the enforcement of the law on misleading conducts as enshrined under the Fair Competition Act especially because the law does not regulate online businesses.

4.4.3 Protection from Unsolicited Goods, Services and Communication

Figure 4 *Unsolicited goods, services, and communication*



Source; Field data, 2019

Findings in the above figure highlight that at least 61% of the respondents agree that online businesses do not protect consumers from unsolicited goods, services, and communication. Some respondents were victims of unsolicited goods or communication. In line with this, the Electronic Transaction Act does not forbid unsolicited communications but requires the provider to give the buyer right to withdraw from further communications. However, it is reported that some of unsolicited communications lack option to withdraw thereby defeating the purpose intended by the law.

4.4.4 Correction of Mistakes and Errors

Findings indicate that, 70% of respondents agree that e-commerce does not offer consumers the right to correct mistakes and errors before placing order as noted in figure 5 below. However, it was also noted from respondents that sometimes due to length of instructions and policy guidelines from the providers they find themselves concluding online orders without much awareness only to find out that there were mistakes committed in the process. So, some providers do not provide chances for error correction to their consumers but it is also revealed that some consumers rush into placing orders without full familiarization of what is required of them.

Figure 5 *Right to correct mistakes or errors*



Source: Field Data, 2019

In connection to above figure the Electronic Transactions Act require the supplier to provide the consumer with an opportunity to correct mistakes or errors before placing the order and where such right is not provided the consumer will have the power to cancel the sale within fourteen days upon receiving the goods. Therefore, the above finding connotes failure by suppliers to follow the requirements of the law.

4.4.5 Right to Safety and Security

Findings indicate that 73% of respondents agree that e-commerce is unsafe and unsecure to consumers. This is because consumer data can be accessible to unauthorized third parties without the knowledge and consent of the consumer. Respondents note that most sites require some information, especially for payment, which are personal and may allow a third party or the service provider to access one's account and therefore this may give an upper hand to fraudsters. Use of credit and debit cards has increased frequency with which personal information about consumers is collected and traded by providers and intermediaries adding more danger to their safety and security. Such findings are indicated in figure 6 below;

Figure 6: *Right to Safety and security*



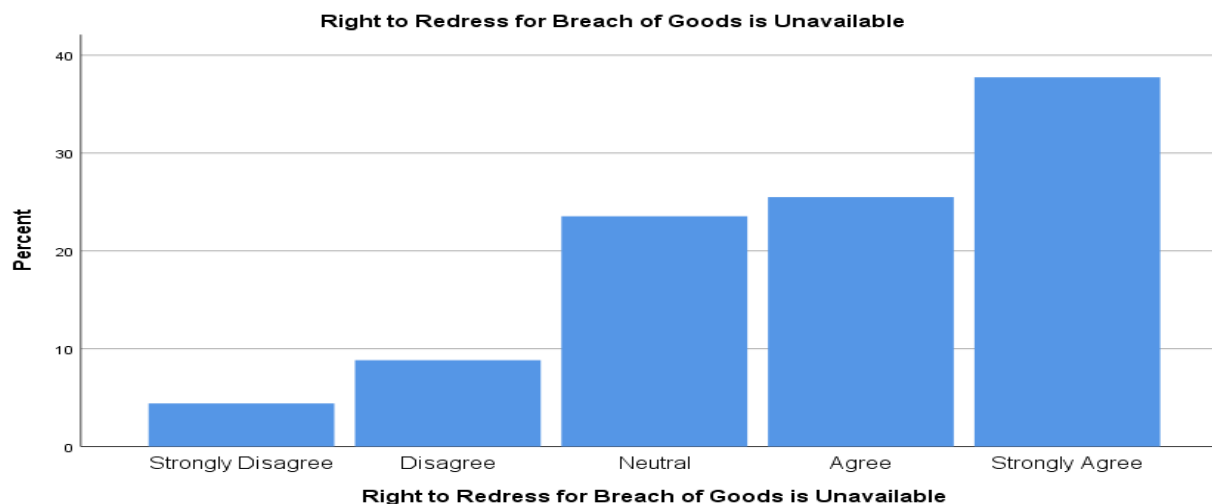
Source: Field data, 2019

Respondents are however ready to engage in e-commerce provided their safety, privacy, and security are guaranteed through alternative ways of making payments that do not infringe privacy and are secure from encroachment.

4.4.6 Right of Redress for Breach of Contract

Right to redress may arise because the goods are delivered in unsatisfactory condition or they materially differ from the goods ordered, or no goods are delivered even after payment is done. The question to the respondents was whether e-commerce offers them with this right and if they are aware of how to foster this right. Findings are presented in figure 7.

Figure 7: *Right of redress for breach of contract*



Source: Field data, 2019

In the above figure about 60% of the respondents observed that the right of redress for breach of contract in e-commerce is not fully guaranteed. The challenge revolves on the nature of e-commerce which is borderless, how can one claim redress from unknown provider and what are the procedures to do the same. Findings show that respondents are unaware of how they can find redress hence majority decide not to involve themselves in e-commerce. In connection to the challenge above, recommendations under OECD are that consumers should be provided with meaningful access to fair, easy-to-use, transparent and effective mechanisms to resolve domestic and cross-border e-commerce disputes in a timely manner and obtain redress, as appropriate, without incurring unnecessary costs or burden.

Despite lack of tight redress measures for e-commerce breaches, the study further found that a lot of people lack awareness especially on how to enforce right to redress or compensation for e-commerce or e-transaction related losses. Findings show that there is no clear understanding of the mandate of different consumer authorities and the nature of claims they may handle. This is confirmed by the a given statement during an interview session;

“About 90 percent of the complaints that we receive in our department are complaints that should be submitted to police stations hence it is only 10 percent of the complaints we receive which are within our mandate to handle.” [TCRA Officer from Consumer Affairs Department]

As pointed in the above transcript, the confusion is believed to be caused by presence of different organs that regulate consumer protection rights spurred by multiplicity of the laws on the subject. This has affected understanding of the legal and institutional framework of consumer protection in the country.

4.4.7 Protection against Fraud

Findings indicate that 80% of the respondents accepts that e-commerce is prone to fraudulent practices and threatens participation of a large number of people. Fraud in e-environment may be committed through; account hacking, identity theft, phishing, spoofing or website cloning, internet gambling, lottery fraud, and others, and some respondents admitted being victims of frauds at times. It is the general take from the findings that e-commerce is mostly affected by fraud practices than the conventional ways of doing business.

Figure 8: *Protection from fraud*



Source: Field data, 2019

The above findings confirm outcomes from other reports that globally, despite increased number of fraud prevention tools, malicious hackers successfully adapted to net two million more victims in the year 2019 and stole \$16 billion dollars, which is one billion more if compared to 2018. Likewise, responding to seriousness of the problem, the Tanzanian Cyber Crimes Act punishes online fraud, however, main challenges are on identification of the online fraud offenders and most especially when the act is committed cross borders.

5.0 CONCLUSION AND RECOMMENDATION

5.1 Conclusion

The rapid development of digital technology has opened new opportunities for e-commerce to continue to grow and generate economic benefits. However, continuous economic benefits depends on consumers' need to trust digital markets. Findings reflect that despite good penetration rate of internet in the country, only few users participates in e-commerce because most of the readiness factors for one to engage in e-commerce are not in place. Likewise, consumers' level of comprehensiveness of e-commerce adverts is low because of the choice of language and incompleteness of the adverts like lack of physical address, terms of negotiations, terms of protection, and names of responsible person. Consumers are also of limited awareness with regard to consumer organs or authorities that are responsible to handle e-commerce related shortcomings and do not know where to submit their grievances resulting from unfair trade and treatment.

Furthermore, e-commerce consumer protection regime in Tanzania is still at its childhood stage as it does not offer tight protection to consumer hence exposing them to different internet related challenges like fraud, insecurity (especially with payment requirements), unsolicited goods and communication, and misleading conducts. Even those consumer rights that are protected by the laws in the country like right from unsolicited communications, misleading conducts, and redress for loss suffered are not fully realized due to weak enforcement and sometimes the borderless nature of e-commerce affect realization of these rights which are offered in municipal laws.

When consumers are not assured of what will happen in the e-commerce process they will not be encouraged to participate fully in the e-commerce. This is a reason why trust on e-commerce is still low. Thus, fostering consumer confidence in e-commerce should therefore be an important subject of discussions.

5.2 Recommendations

Findings of the study have shown that one of the challenges of e-commerce consumer protection realization is lack of awareness on the consumer authorities' mandate. Thus, it is recommended that provisions of consumer protection should be consolidated into a single statute and should hold sprit of protecting both online and conventional consumers. This will increase seriousness in enforcing consumer protection in the country. This statute should establish or re-establish national consumer protection institution(s) and regulate its powers which in turn will solve the problem of confusing and related mandates of different consumer organs. Currently consumers are protected under different institutions like FCC, TCRA, TBS, TMDA, EWURA, SUMATRA, and others. This complicates issues to consumers because one has to establish which umbrella protects him before deciding to seek a remedy. The system currently in place is not user friendly and is even more complicated to e-consumers. The said law should also establish several offences affecting consumer protection (in conventional and electronic environment) and their penalties. This will assist in filling the existing short falls of the laws in properly addressing consumer protection matters and having a single statute on consumer protection issues will easy implementation of the law and awareness in the society.

Also, in solving awareness challenge and the low comprehensiveness level on e-commerce that has been revealed in the findings, enhancing consumer education and awareness should be encouraged. Consumers should be educated on various measures to take when buying online so as not to fall in the hands of fraudsters. As much of the online businesses are initiated by advertisements which are not prepared by persons with expertise, special efforts like education, should be put in place so as to improve quality of online advertisements.

It is further recommended for measures to be taken to ensure e-consumer security and safety especially during payment process; this is by adopting secure payment mechanisms which do not expose consumers' private information to sellers or unknown third parties. This is through escrow system of payment. Preferably, this should involve financial institutions or trusted third parties whose duty will be to receive payment and disburse it to the seller or provider once goods reach the customer and he accepts buying them.

Likewise, International Cooperation should be deepened to regulate cross border transactions and redress mechanisms. It is easy to regulate local purchases conducted online but the challenge comes when there is an element of international nature in the transaction as it has been revealed in the findings above. Challenges are mainly on the governing law and the redress (dispute settlement) mechanism. Once regional and global agreements on consumer protection are ratified, they may settle a lot of the persisting challenges.

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