

Online Shopping



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[Online Shopping]

Online Shopping in Daily Life

Recently, online shopping mall transactions, home shopping, and electronic payment have become an integral part of daily life, along with e-commerce and mail order transactions. Under such circumstances, there is now a pressing need to protect consumers' rights by encouraging such transactions to be carried out fairly.

The 「Act on the Consumer Protection in Electronic Commerce, etc.」 was enacted to protect consumers' rights and interests in e-commerce and mail order transactions by ensuring consumers' right to withdraw from a subscription and cancel a contract concerning their purchase of goods and services and to regulate the businesses concerned.

This content sets forth information on the laws pertaining to online shopping and e-commerce, with the focus on such details as member subscription, door-to-door delivery, exchange, refund, return, consumer dispute, etc.

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1. Overview

1.1. What is Online Shopping?

1.1.1. Online Shopping - the Concept

Online shopping

※ Online shopping is carried out by means of electronic documents, and falls under the category of mail order. Although TV home shopping and catalog-based shopping are types of mail order, they are not regarded as e-commerce. Therefore, this document is focused purely on online shopping, which falls under the category of e-commerce and mail order.

■ E-commerce

- "E-commerce" refers to a transaction that is fully or partially conducted by electronic means such as electronic x-document when buying and selling goods or services ("goods etc.") (Article 2-1 of the 「Act on the Consumer Protection in Electronic Commerce, etc.」 and Article 2-5 of the 「Framework Act on Electronic Documents and Transactions」).

■ Mail order

- "Mail order" refers to both the provision of information on the sale of goods etc. by means of mail, telecom or other methods and to the sale of goods etc. after receiving an order from a consumer, using one of the following methods. (Article 2-2 of the 「Act on the Consumer Protection in Electronic Commerce, etc.」 and Article 2 of the 「Enforcement Rule of the Act on the Consumer Protection in Electronic Commerce, etc.」)
 - Advertisements, ad facilities, leaflets, broadcasting, newspapers or magazines, etc.
 - Postal order/transfer, GIRO, inter-account transfer without face-to-face contact between the seller and the buyer.

The difference between mail order and e-commerce
Q. Does online shopping belong to the category of mail order or e-commerce? A. In e-commerce, the use of electronic documents is a must, whereas it is not in mail order. For mail orders, all transactions are carried out without face-to-face contact between seller and buyer, but they do not fall under the category of e-commerce. Online shopping belongs to the category of mail order and e-commerce; whereas TV home shopping and catalog-based shopping belong to the category of mail order, but not to that of e-commerce. An instance of signing a contract offline and paying the price via Internet banking or by credit card, or an instance of signing a contract offline and attending online classes, belongs to the category of e-commerce, but not to that of mail order. <Consumer consultation Center of Fair Trade Commistion>

※ Examples of mail order

(1) A customer saw a product ad in a cyber-mall and purchased goods by paying a visit to the store in person.

⇒ The foregoing does not fall under the category of mail order, as the provision of information was done without face-to-face contact between the seller and the buyer, but the purchase was made through face-to-face contact. (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 2, Ga, (1)).

(2) A business sold vouchers for a meal at a restaurant at a cyber-mall run by the former.

⇒ The foregoing belongs to the category of mail order. The said business provides information on the vouchers and sells them in a non-face-to-face way. (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 2, Ga, (2)).

- An instance of offering goods to consumers and signing purchasing contracts over the phone does not belong to the category of mail order. (Article 2-2 proviso of the 「Act on the Consumer Protection in Electronic Commerce, etc.」 and Article 2-3 of the 「Act on Door-to-Door Sales, etc.」)

Items that cannot be sold by mail order
Q. Can I purchase cigarettes or liquor through an online shopping mall? A. Cigarettes can only be sold by a retailer designated by the head of Si, Gun and Gu. The sale of cigarettes through an online shopping mall is prohibited (Article 12 (2) and (4) of the 「Tobacco Business Act」). Violators are subject a fine of KRW 5 million or less (Article 27-3-1 of the 「Tobacco Business Act」). As for the online sale of liquors, publicity, purchasing order receipt, payment, and delivery of goods should all be done through a designated home page (Article 4 of the 「Public Notice on Entrusted Order about Mail Order of Liquors」).

Online shopping-related laws

- 「Act on the Consumer Protection in Electronic Commerce, etc.」
 - The 「Act on the Consumer Protection in Electronic Commerce, etc.」 stipulates the general matters pertaining to e-commerce and mail order, such as how e-commerce and mail order transactions are established, how consumers can withdraw an order or cancel a contract, and the regulation of businesses to protect consumers' rights and interests. The said law also provides clauses on the use of information on consumers, reporting by mail order distributors, confirmation/cancellation of orders, prohibited acts, contracts, etc. of consumer damage compensation insurance, etc. (Article 1 of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).
- 「Act on Promotion of Information and Communications Network Utilization and Information Protection, etc.」
 - The 「Act on Promotion of Information and Communications Network Utilization and Information Protection, etc.」 sets forth the mandatory obligations concerning the collection, use, provision, management and destruction of users' personal information by information/communications service providers, and the latter's obligation to protect their users' personal information. It also provides the personal information management right of users of information/communications networks and prohibits the distribution of illegal information that may infringe the users' and other persons' right to privacy or tarnish their reputation (Article 1 of the 「Act on Promotion of Information and Communications Network Utilization and Information Protection, etc.」).
- 「Framework Act on Electronic Documents and Transactions」
 - The 「Framework Act on Electronic Documents and Transactions」 aims to clarify the legal relevance of electronic documents and electronic transactions, ensure the security and reliability of electronic documents and electronic transactions, and establish the infrastructure required to facilitate the use thereof (Article 1 of the 「Framework Act on Electronic Documents and Transactions」).
- 「Framework Act on Consumers」
 - The 「Framework Act on Consumers」 is intended to enhance the interests of consumers, improve the quality of life of consumers, develop the national economy by preventing danger or injury to consumers, and settle disputes between businesses and consumers. To that end, the act stipulates matters pertaining to product recall, consumer remedy-related bodies operated by the central and local governments, consumer organizations, the criteria for agreement or recommendation on the settlement of disputes to be made by the Korea Consumer Agency, and consumers' class actions (Article 1 of the 「Framework Act on Consumers」).
- 「Act on the Regulation of Terms and Conditions」
 - The 「Act on the Regulation of Terms and Conditions」 aims to establish sound order in business transactions, prevent businesses from preparing unfair terms and conditions and using them in business transactions by taking unfair advantage of their bargaining position, and to regulate unfair terms and conditions. (Article 1 of the 「Act on the Regulation of Terms and Conditions」).

1.1.2. Types of online shopping

▶ Online shopping mall

■ Online shopping mall - general meaning

- "Online shopping mall" (aka cyber-mall) refers to virtual business premises through which goods may be sold online.

■ Mail order brokerage

- "Mail order brokerage" refers to the act of mediating between the parties to a transaction by allowing them to use one's cyber-mall (virtual business premises through which transactions of goods are carried out using information/communications devices and facilities such as computers) or by providing ads for mail orders in one's name, marking one's name on ads to provide information on mail orders, or receiving orders to carry out parts of mail orders (Article 2-4 of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).
- When a business operates a site by simply displaying a banner on a portal site so that customers who click on the banner may move to another site to conduct a transaction, the business is not regarded as a mail order broker as it does not carry out an important part of the mail order procedure (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 2, Sa).
- However, if the business fails to ensure that consumers can clearly see that the site they have moved to via the banner on its portal site is quite different to the portal site itself, and thus believe that the site they have moved to is one operated by the portal site, the business operating the portal site shall assume responsibility as the pertinent mail order broker or mail order business (「Guidelines on the Consumer Protection in the Electronic Commerce Transactions, etc.」 II, 2, Sa).
- Where a mail order distributor fails to perform his/her duties pertaining to the following, a mail order brokerage business operator who performs the following affairs in processing transactions related to the mail order, shall perform the relevant duties on his/her behalf (Article 20-3 of the Act on the Consumer Protection in Electronic Commerce, Etc.).
 - Where the mail order brokerage business operator receives an order.
 - √ Provision of information referred to in Article 13(2)5 of the Act on the Consumer Protection in Electronic Commerce, Etc.
 - √ Confirmation of the order pursuant to Article 14(1) of the Act on the Consumer Protection in Electronic Commerce, Etc.
 - √ Other matters prescribed by the Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce, Etc., as necessary to prevent consumer damage.
 - Where the mail order brokerage business operator receives payment of the price of goods, etc.
 - √ Prevention of input error, etc. pursuant to Article 7 of the Act on the Consumer Protection in Electronic Commerce, Etc.

- √ Securement of confidence in electronic payment pursuant to Article 8 of the Act on the Consumer Protection in Electronic Commerce, Etc.
- √ Other matters prescribed by the Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce, Etc., as necessary to prevent consumer damage.

Responsibility of mail order brokerage business
Q. A customer bought an MP3 player from a business in J Market, which is a mail order brokerage site. The MP3 player delivered to him was of poor quality. He tried to get in touch with the seller to request an exchange or refund, but to no avail. In this case, is J Market responsible for the poor quality of the MP3 player? A. Under Article 20 of the 「Act on the Consumer Protection in Electronic Commerce, etc.」, mail order brokerage businesses such as J Market and the seller shall be jointly and severally responsible for making up for losses and damages incurred by consumers, unless J Market has put up a public notice to the effect that it cannot be liable for the sale of goods in advance (Article 20 (1) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」). A mail order broker such as J Market should provide consumers with a way of gaining access to information on the party that has entrusted mail order to it, such as its address and phone number (Article 20(4) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」). <Korea Consumer Agency>

■ Social commerce

■ Social commerce - general meaning

- "Social Commerce" refers to a business that provides information on the customer's right to be supplied with goods, and sells them based on orders received through its cyber-mall.
 - A business that sells vouchers ("the right to use") at its cyber-mall for meals offered at good prices at a restaurant run by another person is an example of social commerce (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 2, Ga, (2)).
 - Social commerce falls under the category of mail order, as a business engaging in it provides information on the right to use and sells the right to use based on orders received on a non-face-to-face basis (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 2, Ga, (2)).

■ Recommendation for businesses engaging in social commerce

- A social commerce business selling goods or such like at discounted prices should indicate the following information on the cyber-mall screen: prices that give an accurate idea about the discount (e.g. previous/current prices); the timing of offering of the discount, characteristics of goods or the like that have an impact on the

referenced price (e.g. all day, daytime, nighttime, and weekday/weekend, etc.), additional expenses to be paid, etc. (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 III, 5, Ga).

- A social commerce business that sells the right to use goods or the like within a given period of validity should remind consumers of the need to use the right to use within the given period of validity by informing them of the name of the coupon via e-mail or a cellphone text message at least once before the expiration of the period of validity, provided that it has their contact number or e-mail address. (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 III, 5, Na))

Validity of social commerce coupons
Q. Can I use a coupon I bought from a social commerce whose period of validity has expired? A. Needless to say, it would be too much to say that consumers gain nothing from a thing for which they have paid a considerable price, just because the validity set by the business concerned has expired. Let us say rather that the failure to use a coupon within the given period of validity is a type of breach of promise and that social commerce transactions should entail a heavier penalty than other types of transactions for a breach of promise due to the specificity of their business models, higher promotional expenses, and pre-notice of their refund policy. Compared with other types of transactions, refusal of refund or imposition of a penalty equal to 100% of the price of the coupon is thought to be unfair. <Korea Fair Trade Commission>

- Businesses shall ensure that the providers of goods or the like do not discriminate against consumers who have purchased the right to use from other ordinary consumers (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 III, 5, Da).

※ The foregoing recommendation is intended to encourage businesses' voluntary compliance to ensure the establishment of sound transaction practices and effective consumer protection. Where businesses' terms and conditions are more disadvantageous to consumers than the foregoing recommendation, the businesses shall explain the content of the terms and conditions in plain words and put them up on public notice. Failure to do what is stated in the foregoing shall be subject to the imposition of remedial sanctions under the 「Act on the Consumer Protection in Electronic Commerce, etc.」, Article 32 (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 2).

Purchasing agent service provided by a party in a foreign country

■ Purchasing agent service - general meaning

- "Purchasing agent service" refers to a transaction in which a business provides information on goods or the like sold at a cyber-mall in a foreign country through its own cyber-mall, and purchases the goods or the like ordered by

consumers and delivers them to the consumers.

- Purchasing agent services fall under the category of mail order, as they provide information on goods or the like sold at a cyber-mall in a foreign country through its own cyber-mall, and purchases the goods or the like ordered by consumers in a non-face-to-face way (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 2, Ga, (3)).

Overseas delivery service

■ Overseas delivery service - general meaning

- "Overseas delivery service" refers to a transaction in which a business provides information on the goods delivery service provided at a cyber-mall in a foreign country through its own cyber-mall and provides the service for consumers based on their orders.
- Overseas delivery services fall under the category of mail order, as they provide information on the goods delivery service provided in a foreign country and provide the service for consumers based on their orders in a non-face-to-face way (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 2, Ga, (4)).

Price comparison search sites

■ Price comparison search sites - general meaning

- "Price comparison search sites" refers to websites that offer information on goods, and particularly their prices, offered at shopping/auction sites.

■ Recommendation to price comparison search site businesses

- Businesses shall engage in the following in order to provide consumers with accurate information for the purpose of price comparison (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 III, 6, Ga).
- They shall provide information on price comparison based on prices equally to all consumers without separate conditions (e.g. holding specific credit cards).
- They shall provide such information, including prices with amounts added due to options, if applicable.
- They shall provide such information, including easy-to-understand explanations of delivery and installation expenses added in the event of specific regions or items, if applicable.
- Businesses shall engage in the following to prevent losses and damages incurred by consumers by the provision of information for the purpose of price comparison to consumers (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 III, 6, Na).
- They shall provide easy-to-understand explanations to consumers concerning the criteria for the exposure of goods or the like, including prices, amount of sales, and date of introduction to market, etc.
- They shall take measures to prevent deceptive transactions where consumers are misdirected to information which differs from what they really want in terms of prices, sizes, and quantities, etc.

※ The foregoing recommendation is intended to encourage businesses' voluntary compliance to ensure the establishment of sound transaction practices and effective consumer protection. Where businesses' terms and conditions are more disadvantageous to consumers than the foregoing recommendation, the businesses shall explain the content of their terms and conditions in plain words and post the relevant public notice. Failure to do what is stated in the foregoing shall be subject to the imposition of remedial sanctions under the 「Act on the Consumer Protection in Electronic Commerce, etc.」, Article 32. (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 2)

2. Purchasing Goods

2.1. Membership Subscription

2.1.1. Use of Personal Information

Membership subscription

■ Use of personal information

- Consumers may purchase goods from an online shopping mall either by subscribing to its membership or by purchasing as a non-member as required by online shopping malls.
- It is suggested that consumers check the personal information handling guidelines of online shopping mall before subscribing as members to such websites to purchase goods.

※ What is “personal information” ?

The term "personal information" means any of the following information relating to a living individual (Subparagraph 1 of Article 2 of the 「Personal Information Protection Act」).

1. Information that identifies a particular individual by his or her full name, resident registration number, and image, etc.
2. Information which, even if it by itself does not identify a particular individual, may be easily combined with other information to identify a particular individual. In such cases, whether or not there is ease of combination shall be determined by reasonably considering the time, cost, and technology, etc. used to identify the individual such as likelihood that the other information can be procured
3. Information under the items 1 or 2 above that is pseudonymized in accordance with subparagraph 1-2 below and thereby becomes incapable of identifying a particular individual without the use or combination of information for restoration to the original state

Use of consumer information

■ Consent to the collection and use of personal information

- An online store operator shall, whenever it intends to collect the personal information of a user and use it for a given purpose, notify the user of the following matters and obtain the consent of the user. The same shall apply in cases where it intends to change any of the following matters (Article 15(2) 39-3(1) of 「Personal Information Protection Act」):
 - The purposes of its collection and use of the user's personal information.
 - The items of the user's personal information that it intends to collect.
 - The period for retaining and using personal information

- The fact that the data subject is entitled to deny consent, and disadvantages, if any, resulting from the denial of consent.
- Online store operators may use personal information without the user's consent within the scope reasonably related to the initial purpose of the collection, in consideration whether disadvantages have been caused to the user and whether necessary measures to ensure safety such as encryption have been taken (Article 15(3) of 「Personal Information Protection Act」).
- Punishment for violation
 - If an online store operator violates this provision by collecting and using personal information without the user's consent, a fine within the scope not exceeding 3/100 of the total sales may be imposed (Article 64-2(1) of 「Personal Information Protection Act」).
 - √ However, penalty surcharge not exceeding KRW 2 billion may be imposed where no sales have been made or where it is impracticable to calculate the sales (proviso to Article 64-2(1) of 「Personal Information Protection Act」).

※ Prohibition of the use of resident registration numbers

- Except in any of the following cases, no online store operators may collect and use its users' resident registration numbers (Article 23-2(1) of 「Act on Promotion of Information and Communications Network Utilization and Information Protection」):
 - √ In cases where the provider is designated as the identification service agency.
 - √ When a telecommunications service provider who receives and resells mobile communication services from a key communication service provider collects and uses the user's resident registration number in connection with the identification of the mobile communication service provider designated as the identity verification agency
- An online store operator shall provide a method (alternative means) of identification without using its users' resident identification numbers (Article 23-2(2) of 「Act on Promotion of Information and Communications Network Utilization and Information Protection」).
- An online store operator who collects or uses resident registration numbers in violation thereof or fails to provide a method (alternative means) of identification without using its users' resident identification numbers shall be subject to an administrative fine not exceeding KRW 30 million (Subparagraph 2 of Article 76(1) of 「Act on Promotion of Information and Communications Network Utilization and Information Protection」).

■ Transfer of personal information

- In cases where a provider of information and communications services transfers the personal information of its users to a third party due to a transfer of business, in whole or in part, merger, or any similar cause, it shall notify the users of the following matters in writing, e-mail, fax, phone, text messaging or equivalent method (Article 27(1) of the 「Personal Information Protection Act」 and Article 29(1) of the Enforcement Decree of the 「Personal Information Protection Act」):
 - The fact that the users' personal information is due to be transferred.

- The name (referring to the name of a legal corporation, if the business person or entity in question is a legal corporation), address, and telephone number of the person or entity to whom the personal information is to be transferred, and other contact information of that person or entity.
- The methods and procedures available, in the event that a user does not want his/her personal information to be transferred to a third party.
- Punishment for violation
 - A person or entity that violates the foregoing shall be punished by a fine not exceeding 10 million Won (Subparagraph 6 of Article 75(4) of the 「Personal Information Protection Act」).
- Withdrawal of consent to the collection, use, and provision of personal information
 - Users of online stores may request the suspension of their personal information processing or withdraw their consent to the processing of their personal information from the online store operator (former part of Article 37(1) of 「Personal Information Protection Act」).
 - Punishment for violation
 - A person who fail to take necessary measures, such as destruction, even after the withdrawal of consent for the use of personal information by users of online stores shall be subject to an administrative fine not exceeding KRW 30 million (Subparagraph 23 of Article 75(2) of 「Personal Information Protection Act」).
- ▶ **Settlement of personal information-related disputes**
 - Personal Information Dispute Mediation Committee (PICO)
 - Application for dispute mediation
 - Any person or entity that seeks mediation of a dispute over personal information may address an application for mediation to the PICO (Article 43(1) of the 「Personal Information Protection Act」).
 - Preparing a proposed mediation
 - When the PICO receives an application for mediation of a dispute, it may present the details thereof to the parties to a case and recommend them to reach an amicable agreement prior to mediation. Where it is deemed necessary to efficiently mediate disputes, the PICO may establish a mediation division composed of not more than five members in each category of mediation cases. The PICO shall examine a case and prepare a proposed mediation within 60 days (this period may be extended, if any unavoidable cause exists.) of the date it receives an application for mediation of a dispute. Upon preparing a proposed mediation, the PICO shall present the proposed mediation to each party without delay (Articles 40(6), 44(1), 46 and 47(2) of the 「Personal Information Protection Act」).
 - If a party presented with the proposal of mediation fails to notify of his or her acceptance or denial of the proposal of mediation within 15 days from the date of receipt of such decision, he or she shall be deemed to have accepted the decision (Article 47(3) of 「Personal Information Protection Act」).
 - Rejection of application for dispute mediation and suspension of dispute mediation

- If the PICO deems that it is inappropriate to settle a dispute by mediation of the Committee in light of the nature of the dispute or if an application for mediation has been filed for any unjust purpose, it may reject the application for mediation. In such cases, it shall notify the applicant of the grounds for its rejection of the application for mediation and other related matters (Article 48(1) of the 「Personal Information Protection Act」).
- If a party to a dispute files a lawsuit while proceedings of a case filed for mediation are still in progress, the PICO shall suspend the mediation proceedings and notify the parties thereof (Article 48(2) of the 「Personal Information Protection Act」).
- If the parties accept the draft mediation decision (including cases where the party is deemed to have accepted because the party did not notify the acceptance or denial of the proposal of mediation within 15 days from the date of receipt of such decision) and the Dispute Mediation Committee prepares a written mediation decision and each party affixes their names and seals thereto, the mediation shall have the same effect as a settlement before the court (Paragraphs 4 and 5 of Article 47 of 「Personal Information Protection Act」).

※ Applications to the PICO for dispute mediation may be made at the Personal Information Portal(www.privacy.go.kr).

- Asking for compensation for loss or damages caused by personal information infringement
- Civil damages liability shall be recognized if the infringement of personal information meets the requirements for damages liability for tort in the 「Civil Act」 (Article 750 of the 「Civil Act」 and the former part of Article 39(1) of the 「Personal Information Protection Act」).
- Here, “damage” includes property and mental damage. Generally, the amount of damage is set through an agreement made by the relevant parties or by the court’s judgment.
- In such cases, the operator of an online shopping mall may not be exempted from liability, unless it proves that there was neither intentional act nor negligence on its part (Article 39(1) of the 「Personal Information Protection Act」).

2.2. Purchasing Goods

2.2.1. Purchase Contracts

Purchase contracts

- Signing contracts
- Purchasing goods means signing a contract for goods between a consumer and a business. A purchase contract is made by a business accepting a consumer’s intention to order.

Purchasing precautions

■ Precautions for using online shopping malls

- In e-commerce and mail order, consumers purchase a good or the like by relying on indications and ads without having a first-hand look at them as in ordinary commercial transaction, and there may be incidents like breakage or loss of the goods or the like in the process of preparing and delivering them to consumers. Such being the case, it is recommended that consumers pay attention to the following so as not to incur loss (Ref.: Consumer Consultation Center of Fair Trade Commission):
 - Meticulously ascertaining the content of ads and indications about the goods, price, quality, who is to pay the delivery expense, period allowed for returning the goods, who is to pay the delivery charge for returning the goods, and conditions set for returning the goods, etc.
 - Keeping contract documents, ad leaflets, and receipts, which may be required when canceling orders or returning goods.
 - Conditions on after-sales service, parts exchange, and maintenance expense, etc.

▶ Provision of information on transaction conditions

■ Matters to be included in notices for ordering goods

- In placing indications or advertisements to take orders for the transaction of goods, etc., an online shopping mall business shall include therein each of the following matters (Article 13(1) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」):
 - Names of the business and its representative.
 - Address, phone number, and e-mail address.
 - Business registration report-related matters like the report number provided at the time of submitting the report to the Korea Fair Trade Commission or local mayor, governor or head of Si, Gun and Gu, along with the name of the institution to which the report was submitted.
- An online shopping mall business shall indicate, advertise, or announce the following matters in an appropriate manner so that consumers can understand the terms of transaction of goods, etc. accurately before concluding a contract and make such a deal without any error or discrepancy and, if the contract is concluded, issue documents stating the following matters regarding the contents of such contract to the other party to the contract before supplying the goods, etc., provided the documents may be issued to a person who receives the goods, etc. in lieu of the other party to the contract to the extent that does not infringe upon the rights of the latter (Article 13(2) of the 「Act on Consumer Protection in Electronic Commerce, etc.」 and Article 20 of the 「Enforcement Decree of the Act on Consumer Protection in Electronic Commerce, etc.」):
 - Name of the supplier and seller of goods or the like; name, address, and phone number of its representative, etc.
 - Description, type, and content of goods or the like.
 - Information on goods or the like (Here, "documents regarding the contents of a contract" may be replaced with indications put on the goods.).
 - Prices of goods or the like (or a specific method of fixing prices if they have not been fixed), payment method, and timing of payment.

- Method and timing of supply of goods or the like.
- Withdrawal of order/cancellation of a contract ("withdrawal of order, etc.") - its time limit, how to exercise the relevant rights, and effect (including a form used to exercise such rights).
- Exchange, return, and warranty of goods or the like; refund; conditions for payment of compensation for delay in refund.
- Technical matters required for the transmission and installation of goods or the like that can be supplied through electronic media.
- Matters concerning compensation for loss/damages incurred by consumers; handling complaints about goods or the like; handling disputes between consumers and businesses.
- Terms and conditions concerning a transaction (including a way of ascertaining the content of such terms and conditions).
- Clause to the effect that consumers may opt for payment deposit for safe purchase or consumer damage compensation insurance contract until they are provided with goods, etc. (the foregoing applies only to prepaid mail order and not to the transactions stated in Article 24(3) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).
- Matters like expense for return/exchange other than the price of goods or the like that consumers should bear, if applicable.
- Content on restrictions in sales conditions like date of sale, place of sale, sold quantity, and place of handover, if applicable.

Can I be refunded the small amount debited automatically without my consent?

Q. I subscribed to a music source site as a member, understanding that there is no membership fee to be paid, but I later found that a sum of KRW 9,500 was withdrawn from my account each month for six months. I tried to contact them through a phone number posted at the site, to no avail. They have given me no notice regarding the payment. Can I have my money returned?

A. A content provider (site operator) needs to prove that payment of an amount is made by a consumer's bona fide intention and inform the consumer of matters like amount to be paid, timing of payment, method of payment, etc., such as through short message service. If the business has withdrawn a sum automatically without any corresponding prior notice, it should return the sum to the customer.

<Korea Consumer Agency>

- If the amount for recurring payments increases or if free goods or services are converted into paid subscriptions, online store operators must obtain consumers' consent on the time and date of the increase or conversion as well as the price and payment method before and after the change within 30 days before the increase or conversion takes effect, and must notify the consumers of the conditions, methods, and effects for canceling or terminating the increase or

conversion (Article 13(6) of 「Act on the Consumer Protection in Electronic Commerce」 and Article 20-2 of 「Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce」).

■ Notice to minors

- When concluding a contract on the transaction of goods, etc. with a minor, an online shopping mall business shall inform the minor that if his/her legal representative does not agree to the contract, the minor himself/herself or his/her legal representative can cancel the contract (Article 13(3) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).

▶ Order confirmation

■ Order confirmation, etc.

- An online shopping mall business shall promptly notify the consumer of information regarding the confirmation of receipt of declaration of will to order and possibility of sale, when taking an order from a consumer regarding the transaction of goods, etc. (Article 14(1) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).
- An online shopping mall business shall have adequate procedures that enable consumers to confirm, correct, or cancel the contents of an order before concluding a contract (Article 14(2) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」 and the 「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 5).
 - Procedure taken by a business to prevent consumers' error in manipulation; suitable procedure taken by a mail order business to help consumers ascertain the content of an order and correct or cancel it.

<Example>

√ (In a transaction carried out in a cybermall) Making it possible for a consumer to re-check the content of an order and asking the consumer whether to continue the ordering procedure through a screen appearing before connection to the payment screen.

- (Business helping a consumer check the content of an order or giving an explanation to a customer) Taking a step to help the consumer clearly grasp important information like prices.

<Examples>

√ Preventing consumers' error in reading figures by putting prices of goods or the like both in numbers and words.

Instance of business canceling transactions, pointing to error in price statements

Q. I bought a pair of blue jeans at a special price of KRW 10,000 at an online shopping mall, but the business unilaterally refunded the money I paid after sending me a text message two days later saying "The order is canceled due to an error in price indication." The business was selling goods with the same ad at an open market. Shall I accept the business's unilateral refund and cancellation of the order?

A. Article 109 of the 「Civil Act」 stipulates that a declaration of intention may be voidable if made by mistake with regard to any essential elements of the juristic act. In this case, the business's insistence on an error made is one that is recognizable, since the price of KRW 10,000 is 10% lower than the usual price of a pair of blue jeans. Thus, it is difficult for a consumer to insist on the business fulfilling the original contract. Article 15(2) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」 stipulates that, upon encountering difficulties in the supply of the ordered goods, etc., a seller shall inform the consumer of the reason without delay, and, in the case of a prepaid mail order, refund the price or take the necessary measures for refund within three business days of the day the consumer pays all or part of the price. In this case, the seller completed the step for notice and refund to the consumer within 2 days of the consumer's payment. The seller appears to have done what it should do under said law, and the consumer's insistence that the seller fulfill the order will get the consumer nowhere.

<Korea Consumer Agency>

2.3. Payment

2.3.1. Using the Payment Service

Electronic transactions

■ Electronic financial transactions

- The term "electronic financial transaction" means any transaction wherein a financial company or an electronic financial business operator provides financial products and services through electronic apparatuses (hereinafter referred to as "electronic financial business") and users use them in a non-face-to-face and automated manner without any direct contact with the employees of the financial company or electronic financial business operator (Article 2-1 of the 「Electronic Financial Transactions Act」).
- Types of electronic financial transactions include internet banking, online inter-account transfer, electronic fund transfer, and mobile banking, etc.

※ Online cell phone-based payment of small amounts

You can check the details of online cell phone-based payment of small amounts in mobile telecom providers' communications billing services terms and conditions.

If you have incurred loss or damages in this service, you can ask the customer center of the vicarious payment service company or the Cell Phone/ARS Payment Arbitration Center (☎1644-2367) for payment cancellation or refund.

▶ Checking the terms and conditions when signing a contract

- Obligation to explain the terms and conditions when signing a contract
 - Any financial company or electronic financial business operator shall clarify the terms and conditions when concluding a contract for electronic financial transactions with a user and, at the request of the user, deliver a copy of the terms and conditions to the user in the form of e-document transmission (including transmission by e-mail), fax, mail, or personal delivery, and when a user requests to explain the contents of the terms and conditions, explain the major content of the terms and conditions to the user, using one of the following methods (Article 24(1) of the 「Electronic Financial Transactions Act」; Article 40(2) and (3) of the 「Regulation on the Supervision of Electronic Financial Activities」 (FSC Public Notice No. 2015-18 dated June 24, 2015)):
 - First-hand explanation of major content of terms and conditions to users.
 - Providing an explanation of the major content of terms and conditions through an electronic device in a way easy for the users to understand and having them indicate their full understanding through an electronic device.
 - Punishment for violation
 - No financial company or electronic financial business operator shall, when having concluded a contract in violation of the foregoing, assert that the details of the terms and conditions are included in the relevant contract (Article 24(2) of the 「Electronic Financial Transactions Act」).
 - Any act of failing to indicate, explain, or distribute the terms and conditions in violation of the foregoing shall be punished by a fine for negligence not exceeding KRW 10 million (Article 51(3)-8 of the 「Electronic Financial Transactions Act」).

▶ Payment notice

- Obligation to serve a payment notice
 - Where electronic payment is made, an online shopping mall business shall notify the consumer of such fact by a method like telephone, fax, cellular phone, etc. (said procedure may be omitted if consented to by the consumer) and enable the consumer to view the data on the electronic payment anytime. (Article 8(3) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」 and Article 5 of the 「Enforcement Rule of the Act on the Consumer Protection in Electronic Commerce, etc.」)
 - For instance, if a person (X) purchases goods or the like by connecting to a cybermall operated by a business with the ID of another person (Y) but using his own credit card, the business and

the credit card company shall inform Y and X, respectively, of the purchase. (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」, II, 6, Da)

- The business and electronic payment operator and the like may separate the content of information to be communicated by each as follows to prevent consumers' confusion (「Guidelines on the Consumer Protection in Electronic Commerce, etc.」, II, 6, Ra):
 - Information to be communicated by the business: important purchase-related information like price and payment conditions, etc.
 - Information to be communicated by the electronic payment operator: payment-related information like the name of the payer, date of payment, payment method, amount paid or whether discount is involved, etc.
- Punishment for violation
 - Where an online shopping mall business fails to communicate the fact of price payment in violation of the foregoing, the Fair Trade Commission may order it to take corrective measures or may impose a penalty surcharge. If the business fails to take the necessary step despite the order to take corrective measures, the Fair Trade Commission may order the suspension of all or part of the business (Articles 32(1)-1, 32(4) and 34(1) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).

Request for correction of errors in electronic financial transactions

- User's request for correction of errors
 - When a user recognizes the existence of any error in the electronic financial transaction, he/she may request the relevant financial company or electronic financial business operator to correct such error (Article 8(1) of the 「Electronic Financial Transactions Act」).
- Correction made by a financial company or an electronic financial operator
 - Upon receipt of a request to correct an error, a financial company or an electronic financial business operator shall immediately investigate and make appropriate corrections to the processed transaction and inform the user of the causes for error and the results of correction by document, telephone or email within two weeks of receiving such request (Article 8(2) of the 「Electronic Financial Transactions Act」 and Article 7-2 of the Enforcement Decree of the Electronic Financial Transaction Act).
 - Upon recognizing the existence of any error in the electronic financial transaction, a financial company or an electronic financial business operator shall immediately investigate and make appropriate corrections to the processed transaction and inform the user of the causes for error and the results of correction by document, telephone or email within two weeks of recognizing such error (Article 8(3) of the Electronic Financial Transactions Act and Article 7-2 of the 「Enforcement Decree of the Electronic Financial Transaction Act」).
- Punishment for violation
 - When a financial company or an electronic financial business operator fails to inform the user of the results of correction in violation of the foregoing, the Financial Services Commission may order the full or partial suspension of the

relevant business concerned (Article 43(2)-1 of the 「Electronic Financial Transactions Act」).

■ Safe purchase service system

■ Escrow system for payment deposit and consumer damage compensation insurance contract

- Where a consumer chooses to use an escrow system for payment deposit or requires the mail order distributor to conclude a contract, etc. on consumer damage compensation insurance with respect to a prepaid mail order, the mail order distributor shall allow the consumer to use such system or conclude the contract, etc. on consumer damage compensation insurance (Article 24(2) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).

※ “Prepaid mail order” refers to a mail order wherein the consumer pays all or part of the price of such goods, etc. before being supplied with them (Article 15(1) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).

- However, prepaid mail order shall not apply where a consumer performs any of the following transactions (Article 24(3) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」):
 - A transaction of paying the price of goods, etc. with a credit card as defined in Article 2(3) of the Specialized Credit Finance Business Act. In such cases, if a consumer fails to receive the goods, etc., the credit card company as defined in Article 2.2-2 of the Specialized Credit Finance Business Act shall cooperate for the prevention and recovery of damage to the consumer, such as cancellation of the settlement of purchase price.
 - A transaction of purchasing goods, etc. which are sent through information and communications networks or delivery of which cannot be ascertained by a third party referred to in Article 13(2)10 of the Act on the Consumer Protection in Electronic Commerce, Etc.
 - A transaction of purchasing goods, etc. supplied in installments for a certain period of time
 - Other transactions determined and publicly notified by the Fair Trade Commission as not requiring the escrow system or the conclusion of a contract, etc. of consumer damage compensation insurance or as having difficulty in the utilization of such escrow system or the conclusion of such contract because the safety of purchase is firmly secured by any other Act or there exists any other cause similar to those provided in the above.

■ Escrow system for payment deposit

- “The escrow system for payment deposit” refers to a system that ensures the safety of transaction. Under the system, a reliable depositor (referring to a bank or a payment guarantee business or the party stated in Article 19-3(1) of the 「Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce, etc.」) keeps a consumer’s payment and pays it to the business after completion of the delivery of goods.

■ Consumer damage compensation insurance contract

- A “consumer damage compensation insurance contract” refers to an insurance contract and the like signed between a business and an insurance company to

compensate for damages incurred by a consumer due to the non-delivery of goods after paying the price (Article 24(1) of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).

■ Punishment for violation

- A business not allowing a consumer to use an escrow system for payment deposit or not signing the "consumer damage compensation insurance contract," where it is required to do so, shall be punished by a fine not exceeding KRW 10 million (Article 45(3)3 of the 「Act on the Consumer Protection in Electronic Commerce, etc.」 and Subparagraph 2 of the attached Table 3 of the 「Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce, etc.」).
- A business that uses a mark indicating the fact of having concluded a contract, etc. on consumer damage compensation insurance or of being allowed to use the escrow system or makes or uses other similar marks shall be punished by a fine not exceeding KRW 30 million (Article 42-2 of the 「Act on the Consumer Protection in Electronic Commerce, etc.」).

3. Goods Delivery

3.1. Door-to-Door Delivery

3.1.1. Receiving Goods through Door-to-Door Delivery

Door-to-door delivery

■ What is "door-to-door delivery"?

- In the door-to-door delivery service, the business, upon the customer's request, picks up a package at the customer's house, office or other designated location and transports and delivers it to the recipient's (consignee's) house, office or other designated location (Article 2(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).

Package delivery date

■ Where the promised delivery date is stated

- Where there is a promised delivery date stated in the waybill, the door-to-door delivery business shall deliver the package on or by that date (Subparagraph 1 of Article 14(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- Where a customer has entrusted a package and specifies the hour/date by which the package shall be delivered to a destination, the door-to-door delivery business shall deliver the package to the destination by such hour/date (Article 14(2) of the 「Standardized Agreement of the Door-to-Door Delivery」).

■ Where the promised delivery date is not stated in a document

- Where a promised delivery date is not stated in a document, the door-to-door delivery business shall deliver the package within 2 days, or 3 days in the case of remote areas, according to the promised delivery place (Subparagraph 2 of Article 14(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).

※ How to check the current location of your package

You can check the current location of the good entrusted to door-to-door delivery service by entering the reference number provided at their homepage or customer center. When entering a number at their homepage, please leave out all dashes between figures (e.g., "123-4567-890" à "1234567890").

If you do not have the reference number, you may still check the information using your name or phone number in some cases.

Where a person other than the designated consignee receives a package at the destination

■ Obligation to inform the designated consignee

- Where a third party has received a package at the destination, the door-to-door delivery business shall inform the designated consignee of the fact (Article 15(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).

- Where a package cannot be delivered at the destination because there is no one to receive it, the delivery person may return the same by consultation with the recipient (consignee), or have the same stored in an agreed location upon the recipient's request. In the latter case, the package shall be deemed delivered to the recipient when stored in the agreed location (Article 15(2) of the 「Standardized Agreement of the Door-to-Door Delivery」).

**Where a package is lost after being put at a place agreed upon
between a customer and the delivery business**

Q. A delivery man called me to deliver the goods I ordered from an online shopping mall. Since I was away from home, I told him to leave the package in front of the door of my apartment. When I returned home, the package was not there. In this case, can I ask the business to compensate for the lost goods?

A. Where a package cannot be delivered at the destination because no one is there to receive it, the business should keep the package at its office and inform the consignee in writing of the expected date of visit, contact number, and other matters required to receive the package in writing (e.g., a slip). If the delivery person put the package in front of the door of your apartment as you instructed, it is difficult for you to ask the business to compensate for the lost goods.

<Ref. : 1372 Consumer Consultation Center>

3.1.2. Handling Door-to-Door Delivery Incidents

Submittal of notice of incident

■ Consumers' submittal of notice of an incident

- In the event of loss, damage, or late delivery of a package, the customer shall inform the business without delay.
- Concerning partial loss or damage of a package, the door-to-door delivery business's responsibility for compensation expires if the customer (sender) fails to inform the business of such fact within 14 days of the date of the customer's (recipient's) receiving the package. Therefore, such fact must be notified to the door-to-door delivery business within 14 days of receiving the package (Article 25(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).

■ Steps to be taken by the business in the event of an incident

- The business shall inform, without delay, the customer (sender) of the total loss of a package occurring during the process of delivery (Article 18(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- Upon discovering partial loss or considerable damage or upon delivery of a package considerably later than the promised delivery date, the business shall inform the customer (sender) without delay and request the latter to give, within the business-designated period, instructions on how and when to dispose of the package, etc. (Article 18(2) of the 「Standardized Agreement of the Door-to-

Door Delivery」).

- Where the business cannot afford to wait for the customer's (sender's) instruction, or the customer fails to give an instruction within the period set by the business, the business may take the necessary step like stoppage of the delivery or return of the package for the benefit of the customer. In this case, the business shall immediately inform the customer (sender) of the step to be taken (Article 18(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- Concerning loss, damage, or late delivery of a package, the business shall issue a certificate of incident within 1 year of the day of the incident upon the customer's (sender's) request (Article 19 of the 「Standardized Agreement of the Door-to-Door Delivery」).

Compensation for incident in door-to-door delivery

■ Commencement of the business's responsibility

- The business's responsibility for loss, damage, or late delivery of a package shall start the moment the customer (sender) entrusts a package to the business (Article 20 of the 「Standardized Agreement of the Door-to-Door Delivery」).

■ Compensation for loss or damages

- A door-to-door delivery business shall compensate for the loss, damage or delay of a package unless it can prove that it, a delivery contractor, or any other person involved in the delivery has/have not been negligent in the entire process of the delivery service (Article 22(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- A door-to-door delivery business shall fully compensate for the loss of a package if the loss, damage or delay has been caused by willful misconduct or egregious error of the business, a delivery contractor, or any other person involved in the delivery (Article 22(4) of the 「Standardized Agreement of the Door-to-Door Delivery」).

■ Where the value of the package is stated in the delivery note

- Concerning total or partial loss of a package, the business shall compensate for the loss calculated based on the value of the package stated in the delivery note or the damages to package as proved by the customer (sender) (receipt, etc.) and return the prepaid delivery fee (Subparagraph 1 of Article 22(2) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- With regard to damage of a package, the business shall 1) compensate for actual repair cost (A/S cost) if it can be repaired, and 2) if it cannot be repaired, compensate for the loss calculated based on the value of the package stated in the delivery note or the damages to package as proved by the customer (sender) (receipt, etc.) and return the prepaid delivery fee (Subparagraph 2 of Article 22(2) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- With regard to late delivery of a package without loss or damage, the business shall pay the following penalty (Subparagraph 3 of Article 22(2) of the 「Standardized Agreement of the Door-to-Door Delivery」).

- ① Number of days past the expected delivery date x Transportation fee stated in the delivery note x 50%, but a sum not exceeding 200% of the transportation fee, for an ordinary package

② Sum equal to 200% of the transportation fee stated in the delivery note, for a package with a promised delivery date

- With regard to late delivery of a package with partial loss, the foregoing clauses on loss or damage of a cargo shall apply (Subparagraph 4 of Article 22(2) of the 「Standardized Agreement of the Door-to-Door Delivery」).

■ Where the value of the package is not stated in the delivery note

- The business shall pay up to 500,000 Won as compensation for loss and damages. However, for an instance wherein surcharge is imposed depending on the value of the package, the business shall pay up to the highest value of the package set for each section of the delivery fee (Article 22(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- Where total loss of a package is involved, the business shall compensate for the loss calculated based on the value of the package at the destination on the expected delivery date or the damages to package as proved by the customer (sender) (receipt, etc.) (Subparagraph 1 of Article 22(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- Where partial loss of a package is involved, the business shall compensate for the loss calculated based on the value of the package at the destination on the delivery date or the damages to package as proved by the customer (sender) (receipt, etc.) (Subparagraph 2 of Article 22(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- Where damage of a package is involved, the business shall ① actual repair cost (A/S cost) if it can be repaired, and ② if it cannot be repaired, compensate for the loss calculated based on the value of the package at the destination on the delivery date or the damages to package as proved by the customer (sender) (receipt, etc.) (Subparagraph 3 of Article 22(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- With regard to late delivery of a package without loss or damage, the business shall ① actual repair cost (A/S cost) if it can be repaired, and ② if it cannot be repaired, compensate for the loss calculated based on the value of the package at the destination on the delivery date or the damages to package as proved by the customer (sender) (receipt, etc.) (Subparagraph 4 of Article 22(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- With regard to late delivery of a package with partial loss or damage, the business shall ① compensate for the loss calculated based on the value of the package at the destination on the expected delivery date or the damages to package as proved by the customer (sender) (receipt, etc.), in the case of partial loss, ② repair it if it can be repaired, and ③ if it cannot be repaired, compensate for the loss calculated based on the value of the package at the destination on the delivery date or the damages to package as proved by the customer (sender) (receipt, etc.) (Subparagraph 5 of Article 22(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).

Compensation for late delivery in door-to-door service

Q. I paid KRW 15,000 as transportation fee in door-to-door delivery service to send a special holiday gift to someone close to me. The package was not delivered on time, and its value as a special holiday gift was impaired. In this case, can I get compensation?

A. Yes, you can. Article 20 (compensation for damage) of the 「Standardized Agreement of the Door-to-Door Delivery」 stipulates that compensation shall be made by the business as follows:

-Where late delivery of a package is involved without loss or damage

1. For ordinary package: Number of days past the expected delivery date x Transportation fee stated in the delivery note x 50%, but a sum not exceeding 200% of the transportation fee

2. For a package with a promised delivery date: Sum equal to 200% of the transportation fee stated in the delivery note

- Where the value of the package is not stated in the delivery note

The business shall pay up to KRW 500,000 as compensation for loss and damages. However, for an instance wherein surcharge is imposed depending on the value of the package, the business shall pay up to the highest value of the package set for each section of the transportation fee.

<Korea Consumer Agency>

■ Instances wherein the business is not responsible

- A business (door-to-door delivery business) shall not be responsible for compensation for loss or damages or later delivery of a package caused by a force majeure event including acts of God, war and rebellion (Article 24 of the 「Standardized Agreement of the Door-to-Door Delivery」).

■ Statute of limitations

- A business's responsibility for compensation for partial loss or damage of a package shall expire if the customer (sender) fails to inform the business of the relevant fact within 14 days of customer's (recipient's) receiving the package (Article 25(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- A business's responsibility for compensation for partial loss and damages, or late delivery of a package expires 1 year from customer's (recipient's) receiving the package. However, in the event of total loss of the package, the period stated in the foregoing sentence shall start on the expected delivery date (Article 25(2) of the 「Standardized Agreement of the Door-to-Door Delivery」).
- Where the business, a delivery contractor, or any other person involved in the delivery has delivered a package but hides the fact about the partial loss or damage of the package, the aforesaid statute of limitation shall not apply. In

such case, the statute of limitation shall be for 5 years after the customer's (recipient's) receipt of the package (Article 25(3) of the 「Standardized Agreement of the Door-to-Door Delivery」).

Compensation for loss or damage occurring during transportation from a foreign country after purchasing agent service
Q.I purchased a TV priced at KRW 2 million through a purchasing agent service provided by a party in a foreign country. The TV delivered to me was damaged. What shall I do to get compensation? A. You should ask the purchasing agent for compensation. If the damage was found before the good's departure from the foreign country, it could have been returned and replaced with a good one. <Korea Consumer Agency>

Criteria for compensation for incident in door-to-door delivery

Consumer dispute resolution criteria

- The criteria for compensation for incidents in door-to-door delivery are stipulated in the following laws and regulations (Article 16(2) of the 「Framework Act on Consumers」, Article 8(3) of the 「Enforcement Decree of the Framework Act on Consumers」 and 「Consumer Dispute Resolution Criteria」 Attached Table II. 60. Door-to-Door Delivery/Swift Courier Service):

Door-to-Door Delivery/Swift Courier Service		
Types of Disputes	Criteria for Settlement	Remarks
Where partial or total loss of a package is involved	Compensating for loss in the amount calculated based on the value of the package stated in the delivery note and returning the prepaid transportation fee	Where the value of the package is not stated in the delivery note ① Where total loss of a package is involved, the business shall compensate for it in a sum calculated based on the value of the package at the destination on the expected delivery date.

Where damage of a package is involved	Where damage can be repaired	The business shall repair it or pay for repair.	② Where partial loss of a package is involved, the business shall compensate for it in a sum calculated based on the value of the package at the destination on the delivery date.
	Where damage cannot be repaired	The criteria for compensation for loss shall apply.	
Loss due to later delivery	For an ordinary package	Number of days past the expected delivery date x Transportation fee stated in the delivery note x 50%, but a sum not exceeding 200% of the transportation fee	※ The business shall pay up to KRW 500,000 as compensation for loss and damages. However, for an instance wherein surcharge is imposed depending on the value of the package, the business shall pay up to the highest value of the package set for each section of the transportation fee.
	For a package with a promised delivery date	The business should compensate for loss in a sum equal to 200% of the transportation fee stated in the delivery note.	
Loss resulting from failure to take the necessary step in the event of absence of people at the cargo destination, where the business has not taken an adequate necessary step		The business is to return the prepaid fee and compensate for the loss.	

■ Compensation for transportation fee for door-to-door delivery

■ Billing of transportation fee

- Where loss of a package is due to a force majeure situation including acts of God or a reason not attributable to the customer, the business shall not ask for payment of the transportation fee (Article 21(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).

■ Return of prepaid transportation fee

- Where the loss, significant damage or delay of a package is due to a force majeure event including acts of God, war and rebellion, or an event not attributable to

the customer (sender, recipient), the business shall not ask for payment of the delivery fee nor the expenses for notification, agreement, and disposition, etc. When having already received the delivery fee or expenses, the business shall refund the same (Article 23(1) of the 「Standardized Agreement of the Door-to-Door Delivery」).

Resolution of door-to-door service-related disputes

■ Criteria for the resolution of disputes

- KFTC recommends that door-to-door delivery businesses use the 「Standardized Agreement of the Door-to-Door Delivery」 provided by KFTC to prevent consumers' loss and damages and establish fair trade practices.
- Where an agreement made by a business and a consumer is in conflict with the 「Standardized Agreement of the Door-to-Door Delivery」, the former shall have precedence (Article 4 of the 「Act on the Regulation of Terms and Conditions」).

■ Dispute resolution methods

- Where a door-to-door delivery business uses terms and conditions unfairly disadvantageous to a consumer, or there is no separate agreement for the resolution of disputes that may arise between the parties, it is recommended that the parties refer to the 「Consumer Dispute Resolution Criteria」 (Article 16(2) of the 「Framework Act on Consumers」, Article 8(3) of the 「Enforcement Decree of the Framework Act on Consumers」 and Article 1 of the 「Consumer Dispute Resolution Criteria」).

※ Getting help from the Korea Consumer Agency

If you find it difficult to resolve a dispute with a door-to-door delivery business, you may get help from 1372 Consumer Consultation Center (☎1372) of KFTC to get compensation from the business.

KCA is handling consumers' complaints and helping consumers get compensation for loss and damages incurred by consumers due to poor-quality goods or service. KCA strives to resolve disputes between consumers and suppliers based on the Consumer Dispute Resolution Criteria (Articles 16(3) and 35(1) of the 「Framework Act on Consumers」).

4. Exchange, Return, and Refund

4.1. Exchange, Return, and Refund

4.1.2. Return and Refund

Return

■ Order cancellation and return

- In general, a consumer who has concluded an e-commerce contract may cancel the order related to the relevant contract within seven days since the date of order regardless of the content of the contract (Article 17(1) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).

※ A purchasing contract with a clause that is unilaterally disadvantageous to consumers (e.g., prohibiting the cancellation of orders or return of goods) shall be deemed invalid (Article 35 of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).

- However, the consumer is not entitled to cancel the order, contrary to the will of the mail order distributor, in the following cases (Article 17(2) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」 and Article 21 of the 「Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce Transactions, etc.」):
 1. Where the purchased goods have been destroyed or damaged due to a cause attributable to the consumer, provided that this shall not apply where the package has been damaged to confirm the contents of the goods
 2. Where the value of the purchased goods has substantially decreased due to a cause attributable to the consumer
 3. Where the value of the goods has substantially decreased as to cause difficulty in their resale due to elapsed time
 4. Where the package of the reproducible goods has been destroyed
 5. Where the provision of services or digital content prescribed in Article 2.5 of the Framework Act on the Promotion of Cultural Industries has started. However, in the case of a contract consisting of divisible services or divisible digital contents, the portion not provided for is excluded
 6. Where it is expected that allowing the cancellation of orders for goods which are separately produced upon a consumer's order or other goods, etc. similar thereto and cancellation of the contract would cause a serious, unrecoverable loss to the online shopping business operator, and where the fact that it is impossible to cancel an order or return goods that has been separately notified in advance with respect to the relevant transaction and the consumer's written consent (including electronic documents) has been obtained.
- In the case of the goods that are impossible to cancel the order thereof under the

foregoing clauses 2 through 5, an online shopping business shall employ the methods. These include clearly disclosing the information on the package of the goods or where it can be easily visible to the consumer, or supplying test goods among other methods, and take the necessary measures not to encumber the exercise of the right to cancel the order (Article 17(6) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」). When the mail order distributor fails to take the measures under the foregoing clauses, the consumer may cancel the order (Article 17(2) proviso of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).

- However, if the consumer cannot cancel the order for digital content in paragraph 5 above, the online shopping business operator shall not interfere with the exercise of rights of canceling an order, etc. by supplying test goods in any of the following ways as well as marking the fact that it is impossible to cancel the order for the digital content, etc. (Proviso of Article 17(6) of the Act on the Consumer Protection in Electronic Commerce, etc. and Article 21-2 of the Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce, etc.).
- √ Permission for partial use: Provision of part of digital content by such means as preview or pre-listening, etc.
- √ Permission for use for a limited time: Provision of digital content by setting a specific time period for use
- √ Provision of digital contents for experience: Provision of digital content where only limited functions can be used
- √ Where it is impractical to provide test goods, etc., by methods referred to in the above: Provision of information on digital content

Request for order cancellations of goods suspected to be counterfeit
Q. I purchased a nice-looking bag for ₩300,000 from an online shopping website. Two days later, the bag was delivered to me and I found it to be not my taste. I suspected it to be fake and asked the business for a refund. The business was offended by my remarks that it was counterfeit and refused to give me a refund. What should I do? A. Under the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」, Article 17(1), a consumer may ask for a withdrawal of an order for goods purchased through an e-commerce within seven days of purchase unless the goods have been destroyed or damaged significantly due to a cause attributable to the consumer. In this particular case, it is important that you keep track of all documents for evidence, including photos. Ascertainment of its authenticity can be done at the business or a police station. As your case involves your discovery of it not matching what was advertised, you need to discuss whether you can cancel the order with the business, accepting the expense for a two-way delivery of the good. <Korea Consumer Agency(www.kca.go.kr/eng/)>

■ Period for order cancellation and return

- A consumer can cancel an order and return goods purchased from an online shopping business within seven days of purchase (Article 17(1) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).
- If the contents of the goods differ from those which were advertised or function differently from the contents of the contract, the consumer may cancel the order within three months from the day the goods were supplied, or within 30 days from when this knowledge was made known by the consumer (Article 17(3) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).

Where goods were purchased due to an exaggerated indication or advertisement

Q. I purchased a coat that was described to be 100% wool from an online shopping business, but upon its arrival, I discovered that it was made out of synthetic wool. The business says that it cannot accept my return, pointing out that 20 days have passed after its purchase. What should I do?

A. With objective evidential materials about the business's inauthentic indication, you are eligible to receive a refund. The 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」, Article 17(3) stipulates: "If the contents of the goods differ from those which were advertised or function differently from the contents of the contract, the consumer may cancel the order within three months from the day the goods were supplied, or within 30 days from when this knowledge was made known by the consumer." It is recommended that you send your intention to cancel an order by contents-certified mail to the business, and ask the KFTC (www.ftc.go.kr/eng/) to take the regulatory steps against the business's inauthentic indication of the goods.

[<Korea Consumer Agency\(www.kca.go.kr/eng/\)>](http://www.kca.go.kr/eng/)

※ Examples of information designed to block order cancellations

The KFTC stated that some information (examples) that is disadvantageous to the purchaser provided by an online shopping business in public notices or bulletin boards about the terms for exchange and refund falls under the category of illegal and unfair acts of the seller, which may be subject to corrective measures and potential fines.

- Any indication that a return or refund is made due to a change of mind is not accepted and that an order withdrawal requires mutual agreement.
- We do not accept returns, exchanges or refunds of goods for a change of mind, goods purchased with bonus points, or goods sold during a sale period.
- Indication that a refund is not accepted and purchasers can only ask for redeeming it with bonus points
- "All goods are exchangeable and refundable. However, where inevitable, your requests for an exchange or refund will be redeemed as bonus points."
- Indication that order cancellations are accepted within a period less than

seven days or making it required for returned goods to reach the business within seven days, where the law stipulates that a consumer can cancel an order within seven days.

- "If you wish to return the purchased goods, you must express your intention within three days of the receipt and the goods should reach the business within seven days."
- Indication that specified goods (e.g., knit or white-colored clothes) and those which were sold at discounted prices during a sale period are not exchangeable or refundable.
- "Please note that white or ivory-colored clothes/knitwear/underwear/leggings are likely to be affected or damaged. Such damaged goods are not exchangeable or refundable."
- Indication that goods whose package is opened to inspect the contents is not eligible for exchange or refund.
- "Please note that goods whose package is opened or the value of the goods has been degraded due to handling cannot be exchanged or refunded."

< Source: A Collection of e-Commerce-related Dispute Mediation Cases, 2021, p.56~57 >

■ Paying the expenses for returning the purchased goods

- The expense incurred in returning the supplied goods shall be borne by the consumer (Article 18(9) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).
- However, where the contents of the goods are different from those indicated or advertised, or have been performed contrary to the contents of the contract, the consumer may cancel the order, and the expense incurred in returning goods shall be borne by the business (Articles 17(3) and 18(10) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).

Who is to pay the delivery fee for returning the goods purchased through e-commerce?

Q. When I contacted the supplier to return a pair of shoes purchased through an online shopping business, as the shoes did not fit me, they said I should pay for the two-way door-to-door delivery fee. Is this correct?

A. Yes, the business is correct. the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」, Article 17(9) stipulates that in cases of cancellation of an order due to a reason attributable to a consumer, the expense incurred in returning the goods shall be borne by the consumer. However, where the contents of the goods are different from the contents indicated or advertised, or have been performed contrary to the contents of the contract, the consumer may cancel the order and the expense incurred in returning the goods shall be borne by the business.

<[Korea Consumer Agency \(www.kca.go.kr/eng/\)](http://www.kca.go.kr/eng/)>

Who is to pay the delivery fee for returning goods that were delivered in a bundle?

Q. I bought a T-shirt (KRW 30,000) and a skirt (KRW 40,000) from an online shopping business. The two items were delivered to me in a bundle and I did not pay a delivery fee, as the total amount of the purchase exceeded ₩50,000. The skirt delivered was poor in quality and I asked the business to accept my return. The business said that I should pay the delivery fee KRW 2,500 for the return. Is this legal?

A. Under Article 17(1) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, Etc.」, a consumer may withdraw his/her offer of the order within seven days from the day the document verifying the contents of the contract was received, provided that where the supply of the goods has been performed later than the delivery of document, seven days from the day the goods have been supplied, or the supply of the goods has begun.

In the case of the withdrawal under the aforesaid provision, the consumer shall pay the expense for the return of the purchased goods. In the foregoing question, unless there was a separate agreement regarding the contractual terms of free shipping at the time of initial contract entry, the contract cannot be invalidated based on subsequent breach of contract. That is, the portion of contract subject to free shipping shall be performed as contracted. And the return is required due to a reason for which the supplier is responsible (poor-quality goods). Thus, the delivery fee is to be borne by the supplier. If the return is due to the customer's change of mind, then the delivery fee KRW 2,500 is borne by the customer.

<[Korea Consumer Agency\(www.kca.go.kr/eng/\)](http://www.kca.go.kr/eng/)>

■ Restrictions on the business's request to have the consumer pay for the penalty or compensation

- In cases of a cancellation of an order, the expense incurred in returning the supplied goods shall be borne by the consumer, and the online shopping business shall not request the consumer either the penalty for a breach of contract or compensation for product damages (Article 18(9) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」, 「Guidelines on the Consumer Protection in Electronic Commerce, etc.」 II, 9, Ga).

<Examples>

- An online business vs. a consumer returning clothes purchased; request for payment of expenses associated with warehousing and labor in addition to the delivery fee for the return
- An online business vs. a language test applicant cancelling the application within seven days; charging a cancellation fee in an amount equal to 40% of the original payment, despite the sufficient time left until the day of the exam

Expense for the return of the goods purchased through a purchasing agent service provided by a party in foreign countries

Q. I paid KRW 300,000 for a golf club through an overseas purchasing agent. When the product was delivered to me, I was not satisfied with it and asked for a return. The expense for the return charged by the company was much higher than I had expected. What is the fee range to be paid for the return by a consumer?

A. An online shopping business in a foreign country from which a purchase was made can charge a sum of up to 40% of the price of the good for the return due to the consumer's change of opinion. Thus, the expenses associated with the return is an important factor to consider in the consumers' purchasing decisions. As for the business's request for payment of the expense for the return, it is necessary to ask for evidential materials, including receipts, and review the details. Usually, the expense for the return includes transportation fees (domestic and international), import duties, import-handling fee (this item is not to be borne by the consumer), among others. If the business in a foreign country does not provide evidential materials for the returning expense, the business should return such amounts.

[<Korea Consumer Agency\(www.kca.go.kr/eng/\)>](http://www.kca.go.kr/eng/)

Refunds

■ Businesses' obligation to refund the prices of the goods

- An online shopping business operator shall refund the price of the goods that were already paid for within three business days from the date falling under any one of the following. If the online shopping business operator delays the refund of the price of the goods, he/she shall pay interest on the delay calculated by multiplying the delayed period by the interest rate of 20% per annum (Article 18(2) of the Act on the Consumer Protection in Electronic Commerce Transactions, etc. and Article 21-2 of the Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce Transactions, etc.).

· In the case where a mail order distributor has supplied the goods, the day the goods were returned

· In the case where a mail order distributor has supplied a service or digital content, the day of canceling the order, etc.

· In the case where a mail order distributor has not supplied the goods, etc., the day of canceling the order, etc.

※ Where a consumer has made a cancellation of an order, he/she shall return the goods that have already been supplied to him/her, except in the case of services or digital content (Article 18(1) of the Act on the Consumer Protection in Electronic Commerce Transactions, etc.).

■ Prices paid with a credit card or electronic gift certificate

- In refunding the price of the goods when a consumer has already paid with a credit card or other means of settlement, an online shopping business shall promptly request a business operator who has supplied the relevant means of settlement to terminate or cancel the request for the price of the goods. (Article 18(3) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).
- If the online shopping business has already received the price of the goods from the settlement business operator, the business shall promptly refund it to the settlement business operator and notify the consumer of this transaction (Article 18(3) proviso of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).
- Where an online shopping business fails to refund the price to the settlement business operator without justifiable grounds, the consumer may request the settlement business operator to offset the amount to be refunded by other debt he/she owes to the online shopping business. In such cases, the settlement business operator may offset the amount by other debt that he/she owes to the relevant mail order distributor (Article 18(6) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).
- Where a settlement business operator delays an offset without justifiable grounds, the consumer may refuse to settle the price to the settlement business operator. In such cases, neither the online shopping business nor the settlement business operator shall conduct any transactions that is of a disadvantage to the consumer, such as dealing the relevant consumer as a person who fails to fulfill his/her obligation within an agreed period because of the refusal of such (Article 18(7) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).
- Returns during closure or suspension of business
 - The online shopping business shall continue the procedure of cancellation and that related to refunding the price following the cancellation of the order, even during closure or suspension of business (Article 22(1) of the Act on the Consumer Protection in the Electronic Commerce Transactions).
 - Where a business operator fails to fulfill a duty under this act, the Fair Trade Commission may order the operator to take corrective measures (Article 32(1)-1 of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).

4.2. Dispute Settlement

4.2.1. Consumer Dispute Settlement

▶ Direct settlement

- Discussions with the supplier
 - A consumer may inform the business and discuss compensation based on the business's criteria for compensation for loss and damages incurred by the customers. If no such criteria has been set by the business, the matter can be settled under the relevant law or the 「Consumer Dispute Resolution Criteria」 .

■ Consumer Dispute Resolution Criteria

- Criteria for settlement of disputes involving online shopping businesses based on the 「Consumer Dispute Resolution Criteria」 are as follows (Schedule II, 43 of the 「Consumer Dispute Resolution Criteria」):

Online Shopping Business			
Types of disputes		Settlement criteria	Remarks
Signing a contract due to an inauthentic or falsely exaggerated ads		Contract cancellation	The prepaid amount of the consumer shall be refunded within three days of the contract cancellation.
Non-delivery of goods or services		Contract cancellation and compensation for loss and damages	
Late delivery past the promised date	Where relevant goods or services failed to attain the purpose of the purchase due to a delay	Contract cancellation or compensation for loss and damages	
	Other (inconvenience caused by delay)	Contract cancellation or compensation for loss and damages	
Where goods are damaged during delivery or wrong goods/services are delivered		Exchange of goods or refunds for the purchasing price	
Unfair price billing		Cancellation of billing or a refund of the unfair price paid	
Default on the contract execution due to a reason for which the business is responsible		Contract execution, contract cancellation and compensation for loss and damages	

■ Where the business rejects discussion

- Where a business rejects discussion about the consumers' complaint or denies a request for compensation, the consumers may ask the Consumer Affairs Center of their local government, the Korea Consumer Agency, or a consumer organization for remedial measures, or file a lawsuit for a small claims case, payment order, civil conciliation or civil suit.

※ Using consumer consultation bodies

You may receive assistance on adequate ways of coping with your situation or compensation for loss and damages through a remedial measure or dispute settlement at the Consumer Consultation Center (☎ 1372 or <http://www.ccn.go.kr>), relevant bodies of local governments or consumer organizations.

※ 1372 Consumer Consultation Center

The 1372 Consumer Consultation Center is open for discussion about consumer affairs.

-Phone consultation: ☎ 1372 anywhere in the country (Consumer Consultation Center of the Fair Trade Commission)

-Internet consultation: www.ccn.go.kr (Website of the Consumer Consultation Center of the Fair Trade Commission)

▶ Settlement with assistance from the Fair Trade Commission or local governments

■ Consumer damages settlement organization

- The State and local governments are operating organizations for consumer damage relief, and the Fair Trade Commission has developed and is operating an general consumer support system so as to settle promptly and fairly the complaints issued by the consumers (Articles 16(1) and 16-2(1) of the 「Framework Act on Consumers」).

※ The general consumer support system (Consumer24) provides information required for selection of goods, etc. and prevention and remedy for damages, and receives a request for settlement of remedy for damages of consumers (including settlement of consumer disputes).

- Where a request for relief in an electronic commerce transaction or mail order is filed by a consumer, the Fair Trade Commission, Mayor/Governor, or the head of a Si/Gun/Gu, before making a recommendation for correction or taking corrective measures, may request for a mediation organization dedicated to resolution of disputes over consumer damage (Article 33(1) of the 「Act on the Consumer Protection in Electronic Commerce Transactions, etc.」 and Article 35 Subparagraph 4 of the 「Enforcement Decree of the Act on the Consumer Protection in Electronic Commerce Transactions, etc.」).

▶ Settlement through the Korea Consumer Agency or the Consumer Dispute Mediation Committee

■ The Korea Consumer Agency or the Consumer Dispute Mediation Committee

- The Korea Consumer Agency operates for an efficient and fair promotion of the consumers' rights and interests (Article 33 of the 「Framework Act on Consumers」).
- The Korea Consumer Agency strives to help consumers receive proper compensation for the damages incurred in a range of goods like clothes, household goods, and automobiles, in addition to services provided in travel, educational, and cultural sectors, and profession areas like finance and medical services.
- Upon the consumers' application for remedial measure for damages incurred, the Korea Consumer Agency recommends that disputes be settled through an agreement

between the parties. If an agreement is not reached, the Consumer Dispute Settlement Commission of the Korea Consumer Agency will decide on mediation.

 Request for compensation for loss and damages

■ In-court settlement

- If the loss and damages incurred are not settled with the business, the consumer may pursue an in-court settlement for a small claims case, payment order or civil conciliation. As a final resort, the consumer may file a civil suit.