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CONSUMER PROTECTION IN VIETNAM'S DIGITAL MARKETPLACE: PLATFORM RESPONSIBILITY, TRANSPARENCY AND LEGAL REMEDIES

Tống Thị Thu Trang

Department of Law, TNU - University of Sciences, Thai Nguyen, Vietnam

ABSTRACT

Digital marketplaces have made goods and services more accessible while changing the practical distribution of information and market power. This article examines Vietnam's consumer-protection framework in the context of platform-mediated transactions, focusing on the Law on Protection of Consumers' Rights 2023, the Civil Code 2015, the Law on Electronic Transactions 2023 and the existing e-commerce regulatory framework. Through doctrinal and regulatory analysis, it distinguishes the responsibilities of sellers, marketplace intermediaries and digital interface operators. The central claim is that consumer protection requires more than disclosure: legal rules must address the design of choices, traceability of traders, handling of complaints, integrity of reviews and usable remedies after a transaction fails. The article identifies difficulties associated with misleading interface design, fragmented responsibility, cross-border suppliers and asymmetric access to evidence. It proposes function-based platform accountability, durable transaction information, coordinated supervision and low-cost redress. Its distinctive contribution is a practical theory of digital-marketplace responsibility anchored in the party's ability to prevent harm, control relevant information and provide effective remedies.

Keyword: Consumer protection; E-commerce; Digital platforms; Online marketplaces; Information asymmetry; Legal remedies; Vietnam.

1. INTRODUCTION

Consumer transactions in digital markets rarely involve only a buyer and a seller. A marketplace ranks products, supplies search results, processes payments, displays ratings, controls visibility of complaints and may facilitate delivery or refunds. The platform is therefore not simply a passive meeting place. It can shape which information is encountered, how trust is created and how the consumer experiences a dispute.

Vietnam's Law on Protection of Consumers' Rights 2023 (Law No. 19/2023/QH15), effective from 1 July 2024, reflects the increasing importance of transactions conducted in digital environments. It should be interpreted with the Civil Code 2015, the Electronic Transactions Law 2023, the Commercial Law 2005 and the applicable rules on e-commerce administration. The resulting legal framework is multilayered: contract law establishes obligations between parties, consumer law addresses structural vulnerability and specialized rules regulate commercial intermediaries and online systems.

This article asks how responsibility should be allocated when a platform influences an online transaction without necessarily being the direct seller. It also examines whether disclosure-based approaches are adequate where consumers face unreliable information, hidden conditions and complex complaint channels. The study uses doctrinal analysis and comparison with international policy standards. It does not claim an empirical measurement of violations in the Vietnamese market.

2. THE NATURE OF CONSUMER VULNERABILITY IN DIGITAL MARKETS

The conventional account of consumer protection centers on information asymmetry: the trader often knows more than the buyer about product quality, price structures, performance and risk. Digital markets intensify this imbalance through algorithmic selection and interface design. Consumers may be presented with curated

ratings, default subscription choices, timed discounts, paid rankings or ambiguous representations of scarcity. The information problem is therefore not only the absence of facts but the way facts are selected and arranged.

Consumer vulnerability should not be equated with a lack of intelligence. Even highly informed individuals cannot reasonably investigate every seller, validate every review or compare all relevant contract terms in a market designed for speed. Law intervenes because repeated small imbalances can systematically affect large numbers of transactions. The aim is not to remove individual responsibility but to prevent traders from exploiting predictable limits on attention and verification.

A coherent framework must differentiate harms occurring before, during and after contracting. Before a contract, misleading representations and unverified traders distort choice. During contracting, hidden charges and inaccessible terms compromise informed consent. After contracting, defective goods, unauthorized charges, refusal of refunds and inaccessible complaint systems undermine enforcement. Rules that address only one stage leave significant gaps.

The OECD's Recommendation on Consumer Protection in E-commerce emphasizes fair business practices, clear information, payment protection and dispute resolution. The United Nations Guidelines for Consumer Protection similarly frame effective remedies and enforcement cooperation as core dimensions of protection. These standards are useful benchmarks for assessing the effectiveness of domestic institutions, though they should not substitute for identifying binding Vietnamese rules.

2.1. The vietnamese legal framework

The Law on Protection of Consumers' Rights 2023 provides the central legislative basis for consumer protection, including rights and responsibilities associated with contemporary commercial practices. The Civil Code 2015 continues to regulate contractual validity, performance, civil liability and damages. The Law on Electronic Transactions 2023 addresses the legal treatment of electronic communications and records. Decree No. 52/2013/ND-CP on e-commerce, as amended by Decree No. 85/2021/ND-CP, supplies an important administrative framework for e-commerce activities, including platforms and traders.

The coexistence of these instruments requires careful classification. A platform's position may vary across business models: a marketplace connecting parties, a retailer selling on its own account, a payment facilitator or a provider combining several functions. Legal duties should be derived from actual activity and the applicable rule rather than the commercial terminology a company selects for itself. The same entity may be a seller for one transaction and an intermediary for another.

Consumer protection also intersects with privacy, advertising and competition. The harvesting of personal information for personalized offers may influence consumer choice; undisclosed paid placement may affect perceptions of quality; and dominant intermediaries may impose terms that limit the consumer's practical avenues of recourse. These are connected problems but not legally identical. The appropriate agency and remedy depend on the specific conduct at issue.

The greatest implementation difficulty arises from gaps between formal disclosure and practical comprehension. A service can publish extensive terms while concealing essential conditions in dense documents. Compliance assessment should therefore ask whether the information reaches the consumer before the decision, whether it is understandable and whether the consumer can preserve a record of what was offered.

2.2. Trader identification and platform responsibility

Traceability is foundational to redress. A consumer cannot effectively seek repair, replacement or damages without identifying the trader responsible. Marketplace design sometimes makes the storefront prominent while relegating the seller's legal identity and contact information to obscure pages. More reliable identification would reduce the costs of both preventive enforcement and individual complaints.

Responsibility should be allocated by function and capacity. The seller is normally responsible for the conformity and performance of the goods or services it provides. The platform may have separate obligations arising from its own representations, oversight of listings, handling of complaints, collection of money or the applicable

intermediary rules. A platform that expressly promises buyer protection should be accountable for the conditions and performance of that promise. Conversely, imposing automatic liability for every third-party defect regardless of control may be legally imprecise and operationally disproportionate.

The most useful analytical test asks four questions: who represented the relevant fact; who possessed the information needed to verify it; who could prevent or stop the harmful conduct; and who controlled the remedy process? These questions support a graduated approach rather than treating all platforms as equivalent. A platform able to suspend fraudulent listings or preserve sales records should be expected to use those capacities appropriately.

This functional view is particularly important when a service labels itself a neutral intermediary while simultaneously promoting products, setting transaction conditions or managing refunds. The description chosen in standard terms should not conclusively determine the actual allocation of risk. Regulators and courts should assess the entire commercial relationship, including consumer-facing representations.

2.3. Fair information, online reviews and interface design

Information disclosure is meaningful only if it allows consumers to identify material terms before committing. Prices should be understandable, with mandatory fees and recurring charges displayed clearly. Product descriptions should distinguish objective characteristics from promotional assertions. Delivery conditions, warranty arrangements and return procedures should be accessible before payment.

Reviews are a distinctive problem because they appear to express independent consumer experience while being embedded in a commercial system. Fake reviews, undisclosed incentives and selective removal of critical feedback can distort confidence. The appropriate response is not to guarantee the truth of every review but to establish reasonable procedures against manipulation, disclose material commercial relationships and respond to documented abuse. Blanket deletion of unfavorable opinions may itself undermine trust.

Interface design can also interfere with choice. Preselected add-ons, cancellation pathways more complicated than registration and misleading countdown timers are examples of design practices that deserve scrutiny. A formally available refusal option may be practically ineffective if it is hidden or repeatedly discouraged. Assessing fairness therefore requires attention to the decision environment, not just the literal content of contractual terms.

Public enforcement should prioritize practices with broad reach and repeatable harm. Regulatory guidance could specify how material information should appear on small screens, how traders should disclose paid rankings and how recurrent payments should be authorized and terminated. Such guidance should remain technologically adaptable so that it can respond to new interface patterns without requiring legislation for every design innovation.

2.4. Evidence, complaints and effective redress

A consumer's rights may exist on paper but be difficult to enforce when the amount in dispute is small. Court proceedings require time, technical records and legal knowledge. This creates a structural incentive for traders to resist valid complaints where the likely recovery is lower than the cost of pursuing the claim.

Digital redress can help if properly designed. A platform complaint mechanism should identify the responsible trader, acknowledge the request, give a reasonable explanation of the decision and preserve the records on which it relies. Consumers should be able to download transaction summaries, descriptions, payment details and relevant correspondence. An appeal route is particularly important where automated systems reject claims.

Evidence asymmetry should influence procedure. A consumer may have a receipt and photographs; a platform possesses logs, descriptions at the transaction date and records of changes. Preservation of transaction-specific information should be a basic compliance practice. Disclosure must be proportionate and should respect legitimate confidentiality and personal-data protection. An effective dispute system does not require unconditional access to all databases, but it should prevent exclusive control over evidence from defeating claims.

Collective or administrative enforcement also matters. Repeated low-value harms may have a large aggregate effect but attract few individual lawsuits. Supervisory authorities should therefore use complaint patterns, verified reports and cooperation with payment and platform actors to identify systematic issues. Individual and public remedies are complementary: one restores a consumer's position; the other reduces recurring market-wide harm.

2.5. Cross-border transactions and reform proposals

Cross-border suppliers present practical challenges involving identity, language, service of legal documents and enforcement. A marketplace accessible to Vietnamese consumers may host traders operating abroad, but accessibility alone does not resolve jurisdiction or applicable law. Consumer-facing services should communicate clearly the contractual counterparty, complaint channel and limitations of any promised remedy. Authorities should develop cooperation mechanisms suited to digital evidence and high-volume low-value disputes.

First, regulatory enforcement should adopt a function-based classification of platforms, including their roles in advertising, payment, logistics and refunds. Second, baseline identification of traders and transaction-specific information retention should be strengthened. Third, material prices, renewal terms and cancellation conditions should be prominent and usable rather than buried in standard-form contracts.

Fourth, complaint systems should have clear milestones, reasoned outcomes and appropriate escalation routes. Fifth, enforcement coordination should connect consumer authorities with the institutions supervising e-commerce, advertising, personal data and competition, while maintaining clearly defined competences. Sixth, targeted guidance should address deceptive interface design and manipulated reviews. The goal is practical accountability rather than a multiplication of reporting obligations with no demonstrable consumer benefit.

These proposals can be implemented incrementally. Large platforms with substantial control over transaction systems should have correspondingly robust procedures, while smaller traders should receive accessible compliance guidance. Proportionality is important, but the minimum requirement of honest representation and an effective complaint route should not depend on business size.

3. CONCLUSION

Vietnam's consumer-protection framework increasingly recognizes the realities of digital transactions. Its effectiveness, however, depends on treating the marketplace as an institutional environment shaped by multiple actors rather than a collection of isolated buyer–seller contracts. The central risks concern the credibility of information, the identification of responsible traders, the influence of interface design and consumers' practical access to evidence and remedies.

A viable regulatory approach should link legal responsibility to actual control over representations, transaction processes and complaint handling. Traceable traders, durable records, transparent pricing, fair reviews, usable cancellation routes and coordinated oversight would help translate formal rights into everyday protection. The broader objective is to create digital markets in which trust rests on accountable practices rather than solely on the appearance of convenience.

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REFERENCES

[1] National Assembly of Vietnam. (2015). Civil Code No. 91/2015/QH13.

[2] National Assembly of Vietnam. (2005). Commercial Law No. 36/2005/QH11.

[3] National Assembly of Vietnam. (2023). Law on Protection of Consumers' Rights No. 19/2023/QH15. https://vanban.chinhphu.vn/?docid=208363&pageid=27160

[4] National Assembly of Vietnam. (2023). Law on Electronic Transactions No. 20/2023/QH15.

[5] Government of Vietnam. (2013). Decree No. 52/2013/ND-CP on e-commerce.

[6] Government of Vietnam. (2021). Decree No. 85/2021/ND-CP amending Decree No. 52/2013/ND-CP on e-commerce.

[7] United Nations. (2015). United Nations Guidelines for Consumer Protection (A/RES/70/186).

[8] Organisation for Economic Co-operation and Development. (2016). Consumer protection in e-commerce: OECD Recommendation. OECD Publishing.

[9] Organisation for Economic Co-operation and Development. (2019). Good practice guide on online advertising: Protecting consumers in e-commerce. OECD.

[10] Organisation for Economic Co-operation and Development. (2022). Dark commercial patterns. OECD Digital Economy Papers, No. 336.

[11] European Parliament and Council. (2022). Regulation (EU) 2022/2065 on a Single Market for Digital Services (Digital Services Act).

[12] European Parliament and Council. (2019). Directive (EU) 2019/2161 as regards the better enforcement and modernisation of Union consumer protection rules.

[13] Federal Trade Commission. (2022). Bringing dark patterns to light. Federal Trade Commission.

[14] Sunstein, C. R. (2020). Sludge audits. Behavioural Public Policy, 6(4), 654–673.

[15] Calo, R. (2014). Digital market manipulation. George Washington Law Review, 82(4), 995–1051.

[16] Luguri, J., & Strahilevitz, L. J. (2021). Shining a light on dark patterns. Journal of Legal Analysis, 13(1), 43–109.