THE PROTECTION OF CONSUMERS IN NIGERIA'S E-COMMERCE SECTOR: A PERSPECTIVE FROM INTERNATIONAL COMMERCIAL LAW

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ABSTRACT

E-commerce's explosive growth in Nigeria has changed business dealings while also putting customers at greater danger of fraud, deceptive advertising, unfair contract conditions, data privacy violations, and difficulties with cross-border enforcement. Despite being primarily governed by the Federal Competition and Consumer Protection Act of 2018 and receiving support from section 37 of the Constitution of the Federal Republic of Nigeria, 1999, the current framework was not created with the intricacies of digital commerce in mind. This paper uses comparative analysis with the lens of international commercial law to assess how well Nigeria's institutional and regulatory framework protects consumers in online transactions. The paper adopted a doctrinal and comparative methodology, analysing comparative frameworks in Nigeria, United Kingdom and South Africa. The paper argued that Nigeria's consumer protection regime remains fragmented, enforcement-driven rather than preventive, and insufficiently harmonised with international best practices, particularly regarding cooling-off rights, platform liability, mandatory disclosure obligations, and cross-border dispute resolution. It found that while recent legislation, such as the Electronic Transactions Act 2023 and data protection reforms, signals regulatory progress, significant enforcement gaps and institutional fragmentation persist. The paper concluded that

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strengthening statutory clarity, enhancing regulatory coordination, and aligning domestic law with global standards are essential to safeguarding consumer confidence and ensuring sustainable growth in Nigeria's digital economy.

Keywords: Consumer protection, E-commerce, Electronic Transactions Act 2023, Federal Competition and Consumer Protection Act of 2018

1. INTRODUCTION

Consumer protection has emerged as a key issue in contemporary business regulation, especially in the context of electronic commerce (e-commerce), where digital platforms are primarily used for contracting, payment, delivery, and dispute resolution. In Nigeria, consumer protection derives its normative legitimacy from constitutional and statutory frameworks that recognise consumer welfare as an important public interest concern. The right to privacy is guaranteed by section 37 of the Federal Republic of Nigeria 1999 (as amended) Constitution, despite the fact that it does not specifically contain a comprehensive consumer protection clause. This is especially important for consumer transactions involving digital data processing, online payments, and electronic communications.[1] Furthermore, Nigeria's most important consumer-oriented law is the Federal Competition and Consumer Protection Act 2018 (FCCPA), which creates institutional safeguards and substantive protections to protect consumers from deceptive, unfair, or damaging business activities.[2]

Global consumer protection in e-commerce has grown to be a significant regulatory issue, which has prompted the creation of normative frameworks that direct national changes. Transparency, ethical company practices, safe payment methods, and efficient dispute resolution are all outlined in the Organization for Economic Co-

[1] Constitution of the Federal Republic of Nigeria 1999 (as amended), s 37.
[2] Federal Competition and Consumer Protection Act 2018.

operation and Development's (OECD) Guidelines for Consumer Protection in the Context of Electronic Commerce.[3] In a similar vein, states are urged by the United Nations Guidelines for Consumer Protection, especially as amended in 2015, to create systems that shield customers from deceptive business practices, ensure that they have access to sufficient information, and offer efficient channels for redress in online transactions.[4] Despite not being legally enforceable, these documents have a strong impact and are used as international models for creating domestic consumer protection laws, particularly in developing nations like Nigeria.

Notwithstanding these legal foundations, the rise of e-commerce in Nigeria has exposed serious regulatory gaps, particularly because online transactions often present unique risks that traditional consumer protection regimes were not designed to address. Consumer involvement in online business transactions has grown as a result of the quick development of digital payment methods, social media-based trading platforms, and online marketplaces. However, this growth has simultaneously intensified consumer vulnerability through fraudulent practices, misleading product descriptions, unfair contractual terms, non-delivery of goods, and the increasing exploitation of consumer data.[5] E-commerce transactions are usually completed without face-to-face contact and frequently rely on standard form digital contracts that are created solely by sellers, whereas offline transactions typically give customers the chance to physically inspect goods, confirm sellers, and negotiate terms.[6] Consumers are frequently forced to accept pre-formulated contractual conditions through click-wrap or browse-wrap

[3] OECD Guidelines for Consumer Protection in the Context of Electronic Commerce 1999.
[4] United Nations General Assembly, United Nations Guidelines for Consumer Protection (as expanded in 2015).
[5] Electronic Transactions Act 2023.
[6] P Todd, *E-Commerce Law* (Cavendish Publishing 2000) 3.

agreements as a prerequisite for obtaining products and services, resulting in a structural imbalance in bargaining power brought about by the e-commerce environment.[7] The fact that many e-commerce contracts contain cross-border components exacerbates the problem of customer vulnerability. The ability of digital commerce to transcend national borders and allow customers to conduct business with global vendors and platforms is one of its distinguishing characteristics. Complex questions of jurisdiction, choice of law, recognition of foreign judgments, and enforcement of consumer rights are brought up by such cross-border consumer transactions.[8] In Nigeria, where institutional enforcement is still lacking and consumers might not have easy access to international legal remedies, these complications are especially noticeable. As a result, this study uses comparative legal analysis and international commercial law to investigate consumer protection in Nigeria's e-commerce industry.

1.1 Methodology

A doctrinal legal research technique is used in this study. Nigerian statutes, subsidiary regulations, and constitutional provisions are among the key legal sources that are systematically examined and analyzed in order to apply the doctrinal approach. Additionally, by comparing the consumer protection laws in South Africa with the United Kingdom, the study takes a comparative perspective. These jurisdictions were chosen because of their relevance in establishing global best practices and their comparatively advanced e-commerce regulatory frameworks.

[7] I A Egbo, 'E-commerce and Consumer Protection in Nigeria: Issues and Challenges' (2018) 13 International Journal of Business and Management 3.

[8] O A Afolabi, 'Enforcement of Consumer Protection Laws in E-commerce: Challenges and Prospects in Nigeria' (2020) 9 Journal of International Consumer and Economic Law 34.

2. CONCEPTUAL CLARIFICATIONS

2.1 Consumer Protection

Black's Law dictionary defines a consumer as "a natural person who consumes items for personal rather than business objectives; someone who purchases goods or services for their own use, family usage, or home use without planning to resell".[9] In terms of commercial law, the idea of consumer protection is not new. It stands for the institutional and legal safeguards intended to protect customers from unfair, dishonest, dangerous, or exploitative business practices. Consumer protection serves as a corrective measure in contemporary market economies to counteract the usual disparity in bargaining power between suppliers and customers. This disparity is made worse by electronic commerce, or e-commerce, in which business operators control standardized electronic systems and transactions are often carried out remotely and anonymously. [10] The legal and institutional measures that protect consumers from unfair trade practices and guarantee that they can conduct business online safely and confidently are referred to as consumer protection in e-commerce. It includes making sure that digital advertising is transparent, that product descriptions are accurate, that payment methods are safe, that contracts are fair, that data privacy is protected, and that there are easily available channels for redress.[11] The Federal Competition and Consumer Protection Act of 2018 in Nigeria, which forbids unfair, deceptive, and misleading trade practices and gives the Federal Competition and Consumer Protection Commission (FCCPC) the authority to enforce consumer rights, partially addresses these issues.[12]

[9] Bryan A Garner, *Black's Law Dictionary* (8th edn, Thomson West 2004) 335.
[10] Todd (n 6) 3.
[11] T Ibidapo-Obe, 'Online Consumer Protection in E-Commerce Transactions in Nigeria: An Analysis' (LLM Dissertation, University of Sussex 2011) 21.
[12] FCCPA 2018, s 17

2.2 E-Commerce and Online Consumer Transactions

The purchasing and selling of goods and services using electronic communication networks, especially the internet, is commonly referred to as e-commerce. [13] However, the idea has grown beyond straightforward internet buying. Online banking, mobile payments, electronic contracts, digital subscriptions, online auctions, social media marketplace transactions, and platform-based services like food delivery and ride-hailing are just a few examples of the diverse range of commercial transactions that are now carried out through digital means. Nigeria's increasing acceptance of the legitimacy and enforceability of electronic records and communications in business transactions is reflected in the Electronic Transactions Act 2023. This law is important because it strengthens the legal basis for the creation and enforcement of electronic consumer contracts.

However, a major conceptual distinction must be drawn between traditional commerce and e-commerce transactions. Unlike conventional commercial contracts, e-commerce transactions often involve parties who do not physically interact. The seller's claims made on a website or other digital platform are typically the only thing the buyer can rely on. It is frequently impossible for the buyer to examine the products before buying them, check their quality, or ascertain whether the seller is competent to deliver. Since the transaction is motivated by information asymmetry, this puts the customer at risk.[14] One characteristic that distinguishes consumer transactions in e-commerce is information asymmetry. It describes a scenario in which the supplier has greater expertise and control over the transaction, while

[13] Todd (n 6) 3.
[14] Egbo (n 7) 12.

the customer has little access to pertinent data needed to make an informed choice.[15]

3. INTERNATIONAL COMMERCIAL LAW AND THE TRANSNATIONAL NATURE OF E-COMMERCE CONSUMER PROTECTION

The cross-border nature of online transactions is the main reason why international commercial law is relevant to consumer protection in Nigeria's e-commerce industry. In general, international commercial law refers to the frameworks and legal principles that control business dealings across national boundaries, such as trade legislation, international contracts, and dispute settlement. Although consumer protection is sometimes considered a domestic issue, the reality of digital commerce means that international platforms and foreign sellers are becoming more and more involved in consumer disputes. Because of this, consumer protection is a matter of international commercial law, especially when it comes to issues of jurisdiction and enforcement. Difficult questions including whose law applies, which court has jurisdiction, and how a judgment may be executed against a foreign business are frequently brought up in cross-border e-commerce conflicts. Because Nigerian courts may not have the authority to enforce consumer rights or because international vendors may be hard to find, Nigerian consumers who do business with overseas sellers often encounter difficulties. Even in cases when jurisdiction is established, cross-border enforcement of judgments necessitates cooperation mechanisms that are frequently absent from emerging legal systems.[16] This emphasizes how important it is for Nigeria to create legal frameworks that support cross-border enforcement and to connect its consumer protection system with international standards.

[15] R Ian, 'Consumer Protection in Electronic Commerce: A Comparative Analysis' (2009) 32 Journal of Consumer Policy 289.
[16] Ian (n 15) 307.

International tools like the United Nations Guidelines for Consumer Protection and the OECD Guidelines for Consumer Protection in the Context of Electronic Commerce become extremely important in this situation. States are encouraged by these tools to create legislative frameworks that safeguard consumers in both domestic and international internet transactions. In order to combat unfair business practices and cross-border fraud, they also highlight the necessity of international collaboration among consumer protection authorities.[17] Nigeria's collaboration with international organizations like the OECD has been recognized as a chance to enhance its consumer protection laws by utilizing foreign best practices and regulatory expertise.[18]

Additionally, one important international framework for commercial law that aims to harmonize the legal recognition of electronic transactions and guarantee consistency in the principles of electronic contracting is the UNCITRAL Model Law on Electronic Commerce.[19] Nigeria has long faced criticism for its inability to completely adopt or domesticate these global models, which has weakened the coherence of its regulatory environment for e-commerce. Without accompanying consumer-focused reforms, the Electronic Transactions Act 2023's practical impact on consumer protection is still limited, despite its indication of progress.

4. LEGAL FRAMEWORK FOR CONSUMER PROTECTION IN NIGERIA'S E-COMMERCE SECTOR

[17] OECD Guidelines for Consumer Protection in the Context of Electronic Commerce 1999.
[18] OECD, *Protecting Consumers in Online and Mobile Payments* (OECD Publishing 2016).
[19] UNCITRAL Model Law on Electronic Commerce 1996.

4.1 Constitutional Basis of Consumer Protection in Nigeria

The Federal Republic of Nigeria's 1999 (as amended) Constitution includes fundamental rights and directive principles that are indirectly related to online transactions and consumer welfare, even though it does not specifically provide for a specific consumer protection right. Since e-commerce transactions rely on the processing of personal data including names, phone numbers, banking information, addresses, and biometric identifiers, Section 37 of the Constitution protects the right to privacy, which has become essential to consumer protection in the digital economy.[20] The right to privacy is a constitutional protection against the unauthorized gathering, use, storage, and sharing of customer information in the context of online shopping. Similarly, the procedural legitimacy of consumer redress systems is supported by the constitutional protection of the right to a fair hearing under section 36. Preventing unfair business practices is only one aspect of consumer protection; another is giving harmed consumers fair and easily accessible channels for resolving their disputes. The constitutional right to a fair trial comes into play when consumer dispute resolution procedures are sluggish, inefficient, or unfair. Even though these provisions are not immediately justiciable, the directive principles of state policy under Chapter II of the Constitution offer normative support for the preservation of people' welfare and economic security.[21]

4.2 Federal Competition and Consumer Protection Act 2018

The Federal Competition and Consumer Protection Act 2018 (FCCPA) is the main piece of legislation that governs consumer protection in Nigeria. By establishing a unified institutional structure through the establishment of the Competition and Consumer Protection Tribunal and the Federal Competition and Consumer Protection Commission

[20] Constitution of the Federal Republic of Nigeria 1999 (as amended), s 37.
[21] A Sanni, *Introduction to Nigerian Constitutional Law* (2nd edn, Malthouse Press 2015) 211.

(FCCPC), the FCCPA marks a significant turning point in Nigeria's consumer protection regime. The FCCPA replaced the Consumer Protection Council Act with a more comprehensive and contemporary legislative framework that combines consumer protection and competition control. The FCCPA's extensive consumer protection rules, which include all types of trade in goods and services, including transactions carried out through online platforms, are the foundation of its applicability to e-commerce. Customers are entitled to protection under the FCCPA from suppliers who engage in unfair, deceptive, misleading, or unethical behavior.[22] This is especially crucial in Nigeria's e-commerce industry, where dishonest advertising, inaccurate product descriptions, fake items, and unstated delivery fees are all frequent business practices.[23] The FCCPA's acknowledgment of consumer rights with regard to information disclosure is one of its main provisions. Customers are entitled to enough and accurate information so they can make wise decisions.[24] This idea becomes crucial in e-commerce transactions since customers rely only on information offered on digital platforms, including seller identity, product specs, pricing information, delivery terms, and refund policies.

Additionally, the FCCPA has measures that deal with unfair consumer agreements and contract terms. Notwithstanding the absence of a Nigerian counterpart to the EU's Unfair Contract conditions Directive, the FCCPA offers a legal basis for contesting unfair, unreasonable, or unjust conditions in consumer contracts. Many online marketplaces in Nigeria rely heavily on standard form contracts, where consumers are required to accept “terms and conditions” drafted solely by the supplier. These terms frequently contain clauses excluding liability, limiting refunds, and imposing restrictions on dispute resolution. Under the

[22] FCCPA 2018, s 73.
[23] Egbo (n 7).
[24] FCCPA 2018, ss 120–129.

FCCPA, such clauses may be scrutinised for fairness and reasonableness.[25] Crucially, the FCCPC gives the FCCPC the authority to look into complaints, administer fines, and mandate remedies including reimbursements, repairs, replacements, or compensation. This enforcement mechanism is essential for protecting consumers in e-commerce because individuals frequently lack the resources and legal know-how to file a lawsuit in traditional courts. Thus, administrative enforcement is a more approachable way for customers to get their complaints addressed.[26]

However, even though the FCCPA offers a comprehensive legal framework, it does not particularly address some important issues pertaining to consumer protection in e-commerce. For instance, in online markets, it does not specifically address platform liability requirements, withdrawal rights, or required cooling-off periods. The constraints of applying a general consumer regulation to a technologically advanced business setting like e-commerce are highlighted by these gaps.[27]

4.3 Electronic Transactions Act 2023 and the Recognition of Digital Contracts

The enactment of the Electronic Transactions Act 2023 (ETA) represents a significant legal advancement in the regulation of digital commerce in Nigeria. Electronic contracts, electronic signatures, electronic records, and electronic communications are all legally recognized under the Act.[28] Section 16(1) of the ETA provides that "Businesses that use internet commerce must give customers clear,

[25] ibid, ss 127–130.
[26] FCCPA 2018, ss 17–18.
[27] O A Afolabi, 'Enforcement of Consumer Protection Laws in E-commerce: Challenges and Prospects in Nigeria' (2020) 9 Journal of International Consumer and Economic Law 34.
[28] Electronic Transactions Act 2023, s 26.

thorough information about the products or services they are offering, including the overall cost." Additionally, the ETA stipulates that an electronic commerce company must have a way for customers to fix any input errors prior to the transaction being completed;[29] and that, with the exception of the expense of returning any products, a customer has the right to cancel an electronic transaction within a predetermined time frame without incurring any penalties.[30] Although the Evidence Act of 2011 gave some respect to electronic evidence, there was doubt prior to the introduction of this statute regarding the admissibility of electronic records and the enforceability of electronically generated contracts.[31]

The acceptance of electronic contracts, however, presents an additional issue with regard to consumer protection. Customers are frequently bound by terms they did not read or comprehend due to the enforceability of click-wrap agreements. Although the Electronic Transactions Act makes such contracts more legally binding, it does not always guarantee that their terms are equitable. Therefore, unless it is complemented by strict regulations on unfair conditions, the Act may indirectly increase consumer vulnerability while also improving commercial certainty.

4.4 Cybercrimes (Prohibition, Prevention, etc) Act 2015 and Online Consumer Fraud

In Nigeria's e-commerce industry, cyber fraud is one of the biggest risks to consumer safety. A lot of people lose money as a result of phishing scams, fraudulent internet ads, phony e-commerce websites, and unauthorized electronic transfers. The main legislative framework for dealing with cyber offenses in Nigeria is provided by the Cybercrimes (Prohibition, Prevention, etc.) Act 2015. The Act makes identity theft,

[29] ibid, s 16(2)
[30] ibid, s 16(3)
[31] Evidence Act 2011, s 84.

electronic fraud, illegal access to computer systems, and electronic data manipulation crimes.[32] The Cybercrimes Act is relevant to consumer protection since it acts as a deterrent to online fraud. Furthermore, it offers a legal foundation for the prosecution of criminals who take advantage of customers through internet schemes. However, there are two primary problems that hinder the Cybercrimes Act's ability to safeguard consumers. Its enforcement prioritizes punishment over consumer recompense, and it is essentially a criminal statute. Second, investigative issues such as poor technology infrastructure, trouble tracking down criminals, and jurisdictional barriers across borders frequently impede enforcement.

Case law has also demonstrated the importance of the judiciary in interpreting cybercrime-related disputes. Nigerian courts have increasingly dealt with cases involving electronic fraud and cyber-related offences, particularly where banking platforms are used for fraudulent transfers. For example, courts have occasionally had to decide whether banks are liable for protecting consumer accounts and if security breaches can be used to prove negligence in cases involving unauthorized electronic banking activities.[33] These court rulings support consumer protection law, especially when it comes to issues involving electronic payments.

4.5 Data Protection Regulation and Consumer Privacy Rights

A crucial component of consumer protection in e-commerce is consumer privacy. The gathering and processing of personal data, such as payment information, transaction history, and customer identifying information, is essential to online transactions. The Nigerian Data Protection Regulation 2019 (NDPR), published by the National

[32] Cybercrimes (Prohibition, Prevention, etc) Act 2015, s 13
[33] *Diamond Bank Plc v Ugochukwu* (2013) 1 NWLR (Pt 1336) 139.

Information Technology Development Agency (NITDA), is the main piece of legislation governing data protection in Nigeria. Data controllers and processors are required by the NDPR to make sure that personal data is handled fairly, legally, and openly.[34] Customers have rights under the NDPR, such as the right to know how their data is processed, the right to agree to processing, and the right to file a complaint if their personal information is misused.[35] In e-commerce transactions, where customer data is frequently gathered for marketing, profiling, and targeted advertising, these rights are essential. Customers may experience identity theft, reputational damage, and financial loss in the absence of proper data protection.

Enforcement is still a major problem, though. Inadequate compliance frameworks are present in many Nigerian e-commerce companies, and customers frequently do not know their privacy rights. Concerns have also been raised about the NDPR's institutional strength and long-term efficacy due to criticism that it is subsidiary law rather than a comprehensive Act of Parliament.[36] Recent events indicate that Nigeria is heading toward a more robust legislative framework for consumer privacy, such as the passage of the Nigeria Data Protection Act 2023. However, execution and the ability of institutions to enforce them are key factors that determine how effective such reforms are. Since cross-border e-commerce frequently entails the transmission of customer data to foreign countries, data protection is also pertinent from the standpoint of international commercial law. Enforcement gets complicated when Nigerian consumer data is processed overseas and must be harmonized with global data protection standards like the EU General Data

[34] Nigerian Data Protection Regulation 2019, reg 2.2
[35] ibid, reg 2.3
[36] A Adeyoju, 'Nigeria Data Protection Regulation: A Quick Review (*Tekedia,* 17 February 2019) <https://www.tekedia.com/nigeria-data-protection-regulation-a-quick-review/> accessed 14 February 2026

Protection Regulation (GDPR). This emphasizes how Nigeria must improve its data privacy laws in line with international best practices.[37]

4.6 The Evidence Act 2011 and Consumer Litigation in E-Commerce Disputes

By regulating the admissibility of electronic evidence, the Evidence Act of 2011 has a substantial impact on consumer disputes involving e-commerce. Electronic contracts, transaction receipts, payment records, delivery confirmations, email correspondence, and digital marketing are all necessary documentation for many consumer disputes in e-commerce. Customers can now rely on electronic records in court because the Evidence Act gives computer-generated evidence legal validity. Since many online transactions leave no physical documentation, the ability to present electronic evidence is essential in consumer disputes. Courts have therefore been increasingly called upon to interpret the provisions of the Evidence Act in relation to digital evidence. Nigerian courts have held that electronically generated documents are admissible where proper foundation is laid, including certification requirements. This has significant implications for consumer claims involving online fraud and breach of contract, as failure to comply with evidentiary requirements may lead to dismissal of legitimate consumer claims.[38]

Nevertheless, evidentiary challenges remain. Consumers often lack legal representation and may not understand the technical requirements for tendering electronic evidence. This highlights a practical barrier to consumer redress in Nigeria's e-commerce sector, suggesting that legal reforms must be accompanied by procedural simplification and consumer education.[39]

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[37] General Data Protection Regulation (EU) 2016/679.
[38] *Kubor v Dickson* (2013) 4 NWLR (Pt 1345) 534.
[39] *Dickson v Sylva* (2017) 8 NWLR (Pt 1567) 167.

5. KEY CHALLENGES AFFECTING CONSUMER PROTECTION IN NIGERIAN E-COMMERCE

a. Weak Enforcement Capacity

A fundamental obstacle to consumer protection in Nigeria's e-commerce sector is weak enforcement capacity. Although the Federal Competition and Consumer Protection Commission (FCCPC) possesses statutory powers to investigate, enforce, and sanction violations of consumer rights under the FCCPA, its practical ability to effectively monitor and regulate the vast digital marketplace remains limited.[40] E-commerce transactions in Nigeria occur at an exceptionally high volume, involving formal platforms such as Jumia and Konga, informal sellers operating on social media platforms, and cross-border transactions facilitated by global platforms. The breadth of this marketplace makes comprehensive regulatory oversight difficult. Enforcement is further weakened by limited financial and technical resources. Regulatory agencies often lack adequate technological infrastructure for tracking online business practices, monitoring deceptive digital advertisements, and investigating cyber-related consumer complaints. In contrast, online sellers and fraudulent actors often exploit advanced digital techniques such as spoofing, anonymous online identities, and untraceable payment channels. This imbalance in capacity means that consumer protection institutions are often reactive, responding only when complaints are filed rather than proactively preventing consumer harm.[41]

[40] S Omotola, 'E-commerce Regulation and Consumer Protection in Nigeria: A Critical Appraisal' (2020) 11 Covenant Journal of Business & Social Sciences 2.
[41] B M Oyewo, 'Legal Issues in E-Commerce: An Analysis of Nigerian Laws and Practice' (2018) 11 African Journal of Computing & ICT 17.

In addition, Nigeria's consumer protection enforcement suffers from poor coordination among regulatory agencies.[42] Consumer disputes in e-commerce may involve multiple regulatory domains including consumer protection, cybercrime, payment systems, data privacy, and telecommunications regulation. The FCCPC, NITDA, CBN, NCC, EFCC, and Nigeria Police Force all play different roles. However, the absence of a unified inter-agency enforcement framework often results in bureaucratic delays, duplication of functions, and regulatory uncertainty. This institutional fragmentation reduces the effectiveness of enforcement and creates confusion for consumers who may not know which agency is responsible for addressing their complaints.

b. Regulatory Gaps and the Absence of a Comprehensive E-Commerce Consumer Protection Law

Nigeria does not currently possess a dedicated statute comprehensively regulating consumer protection in e-commerce transactions. Although the FCCPA provides general consumer rights, its provisions were not specifically tailored to address the complexities of online commerce. For example, many developed jurisdictions impose mandatory obligations on online sellers to disclose identity, physical address, complaint procedures, delivery timelines, refund policies, and cancellation rights. Such obligations are essential for reducing information asymmetry in online transactions.[43] In Nigeria, the absence of such explicit statutory requirements allows online sellers to operate with limited transparency, thereby increasing consumer exposure to deception and exploitation. One of the most significant regulatory gaps is the absence of a statutory cooling-off period or withdrawal right in e-

[42] B B Kanyip, *Consumer Protection in Nigeria: Law, Theory and Policy* (Rekon Books Ltd 2005).

[43] T Ajiboye and I Onikoyi, 'Legal and Regulatory Framework for E-commerce in Nigeria' (2018) 9 *Journal of Emerging Trends in Economics and Management Sciences* 1.

commerce transactions. In jurisdictions such as the UK and South Africa, consumers are legally entitled to cancel online purchases within a specified period, particularly where goods were purchased through distance selling methods. These rights reflect the recognition that consumers who purchase goods online do so without physical inspection and therefore require additional legal safeguards.[44] Nigeria lacks a similarly robust withdrawal regime, leaving consumers at the mercy of seller policies which are often restrictive, unclear, or unfair.

Another gap relates to platform liability. Modern e-commerce transactions increasingly occur through intermediaries such as marketplaces and social media platforms that connect buyers and sellers. A key consumer protection question is whether such platforms should bear liability for fraudulent sellers operating within their systems. In many jurisdictions, online marketplaces are increasingly expected to exercise due diligence, provide transparency mechanisms, and ensure consumer redress where transactions fail. Nigeria's consumer law has not developed a clear framework for allocating liability between sellers and intermediary platforms.[45] This gap has allowed platforms to disclaim liability through standard form terms, thereby leaving consumers with limited recourse.

c. Prevalence of Fraud, Counterfeit Goods, and Misrepresentation

Fraud remains one of the most pervasive threats to consumer protection in Nigeria's e-commerce sector. Nigerian consumers frequently encounter fraudulent sellers who advertise goods online, receive payment, and either deliver substandard products or fail to deliver entirely. This is exacerbated by the use of anonymous online identities

[44] ibid
[45] United Nations Conference on Trade and Development, Consumer Protection in Electronic Commerce TD/B/C.I/CPLP/7 (2017).

and unverified seller accounts, especially on social media platforms. While the Cybercrimes (Prohibition, Prevention, etc) Act 2015 criminalises online fraud, enforcement remains limited due to investigative challenges, poor digital tracing mechanisms, and the cross-border nature of many cybercrime operations.

Misrepresentation is also common in online transactions. Consumers often rely on photographs, product descriptions, and reviews that may be misleading or deliberately falsified. Such conduct may amount to misrepresentation under contract law principles.[46] The common law position, which has been influential in Nigeria, recognises that where a party is induced into a contract by a false statement of fact, the contract may be rescinded and damages may be awarded.[47] In *Carlill v Carbolic Smoke Ball Co,*[48] the court affirmed that representations made in advertisements can give rise to enforceable obligations where the conditions of offer and acceptance are satisfied. This principle is relevant in e-commerce transactions where sellers use advertisements to induce consumer purchases.

d. Limited Consumer Awareness and Digital Literacy

Consumer protection is ineffective where consumers are unaware of their rights or lack the knowledge required to exercise them. A significant challenge in Nigeria's e-commerce sector is low consumer awareness of available legal remedies. Many consumers do not understand the scope of protections available under the FCCPA, the NDPR, or the Cybercrimes Act. Even where consumers are aware of their rights, the procedural steps required to file complaints, gather evidence, and pursue enforcement are often unclear or burdensome.[49]

[46] F N Monye, *Law of Consumer Protection* (Spectrum Books Limited 2003) 196.
[47] *Derry v Peek* (1889) 14 App Cas 337.
[48] [1893] 1 QB 256.
[49] Egbo (n 7)

Digital literacy is also a major issue. Many Nigerian consumers lack adequate knowledge of safe online practices, such as verifying seller identity, recognising phishing scams, and ensuring secure payment channels. Fraudulent sellers often exploit consumer ignorance through deceptive marketing strategies, fake websites, and manipulated social media advertisements. [50] This challenge suggests that consumer protection must go beyond legislation and include consumer education and awareness campaigns.

6. COMPARATIVE ANALYSIS: LESSONS FROM THE UK AND SOUTH AFRICA

The United Kingdom represents one of the most advanced jurisdictions in consumer protection law, particularly in relation to e-commerce and distance selling. Consumer rights in the UK are primarily governed by the Consumer Rights Act 2015 (CRA 2015), which consolidated and modernised consumer protection rules relating to goods, services, and digital content. The CRA 2015 is significant because it expressly recognises consumer protection not merely as a policy objective but as enforceable legal rights. Under the Act, consumers are entitled to goods of satisfactory quality, fit for purpose, and as described. Where goods fail to meet these standards, consumers are entitled to remedies including repair, replacement, and refund.[51] A major advantage of the UK framework is its direct regulation of digital content. In contrast to Nigeria, where consumer protection statutes do not clearly address digital products, the CRA 2015 provides specific rights relating to digital content such as downloaded software, online subscriptions, and streaming services.[52] This is particularly relevant because modern e-commerce increasingly involves intangible goods, including digital

[50] M Ogochukwu, 'Consumer Protection in Nigeria in the Context of Electronic Commerce' (2017) 3 DELSU Law Review 100.
[51] Consumer Rights Act 2015, ss 9–11.
[52] ibid, ss 33–36.

subscriptions and online services, which Nigerian law has not comprehensively regulated.

Regulations pertaining to distance selling also reinforce the UK's consumer protection framework. Customers who enter into distance contracts, including online contracts, are entitled to comprehensive pre-contractual information, including the trader's identity, the total price, delivery costs, complaint handling procedures, and cancellation rights, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations of 2013. Most importantly, with very few exceptions, customers typically have 14 days to terminate distance contracts without giving a reason.[53] Since customers are unable to physically inspect products before making a purchase, this withdrawal right is an essential precaution. The issue of information asymmetry that arises naturally in e-commerce transactions is also addressed. Furthermore, the UK has a sophisticated system in place to regulate unjust contract conditions. Provisions in the CRA 2015 make unfair terms unenforceable against customers. Contrary to the need of good faith, a contractual provision is deemed unfair if it results in a substantial imbalance between the parties' rights and obligations to the prejudice of the consumer.[54] This method guarantees that internet retailers cannot unduly limit consumer rights or remove liability by using standard form contracts.

By ruling against unreasonable terms and exclusion clauses, UK courts have further reinforced consumer protection. In *Interfoto Picture Library Ltd v Stiletto Visual Programmes Ltd*,[55] The court ruled that before being enforced, aspects of a contract that are very burdensome

[53] Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, reg 29
[54] CRA 2015, s 62
[55] [1989] QB 433

must be fairly and reasonably brought to the other party's attention. Because customers frequently accept digital conditions without reading them, this notion is extremely pertinent to e-commerce transactions. Similarly, in *Thornton v Shoe Lane Parking Ltd*,[56] the court emphasized the need for exclusion provisions to be disclosed prior to contract completion, highlighting the need of openness in consumer contracts. Strong protection against covert contractual exploitation is offered by such legal strategies.

Being a prominent African economy with a thorough legal framework for consumer protection that specifically targets online transactions, South Africa offers Nigeria a particularly relevant comparative model. The Consumer Protection Act 2008 (CPA 2008), which creates consumer rights and prohibits unfair commercial practices, is the main law governing consumer protection in South Africa.[57] Consumers are entitled to fair marketing, fair contract terms, and fair value under the CPA 2008. Additionally, it forbids deceptive advertising, dishonest behavior, and unfair marketing techniques. The Electronic Communications and Transactions Act 2002 (ECTA 2002) integrates consumer protection with e-commerce regulation, which is a major benefit of South Africa's system. Specific laws regarding online consumer contracts, such as mandatory disclosure requirements for providers, are found in the ECTA 2002. Before completing transactions, online vendors are required to give customers their full name, physical address, email address, payment options, and return policies.[58] This legal mandate increases openness and lessens the susceptibility of customers to unidentified internet vendors.

[56] [1971] 2 QB 163
[57] Consumer Protection Act 68 of 2008 (South Africa).
[58] Electronic Communications and Transactions Act 25 of 2002, s 43

Furthermore, South Africa recognises a cooling-off right in e-commerce transactions. Under the ECTA 2002, consumers may cancel certain electronic transactions within seven days of receiving the goods, thereby granting consumers a statutory opportunity to reconsider purchases made without physical inspection.[59] This privilege is especially important since it shields customers from impulsive purchases and deceptive internet advertising. Unfair contract terms are likewise governed by the CPA 2008. It stipulates that provisions in contracts that are deemed unjust, irrational, or unduly biased may be deemed unfair and unenforceable. Standard form contracts, which are frequently used in online consumer transactions, are covered by this protection.[60] Therefore, the South African framework acknowledges the necessity of resolving disparities in bargaining power between providers and customers, especially in online transactions. The interpretation of consumer rights has also been significantly influenced by South African courts. The idea that consumer protection laws must be interpreted with a purpose in mind to shield customers from unfair business practices and exploitation has been reaffirmed by court rulings. This interpretive method enhances the usefulness of law protections while promoting consumer welfare.[61]

South Africa and the United Kingdom provide as examples of the significance of legislative disclosure requirements in online transactions. In addition to ensuring that buyers can recognize sellers, comprehend transaction terms, and make educated decisions, mandatory disclosure laws also lessen information asymmetry. Legislative reform is necessary to close the current vacuum in Nigeria's consumer protection laws, which lack specific statutory disclosure standards suited to e-commerce. Second, Nigeria lacks a crucial

[59] ibid, s 44
[60] CPA 2008, ss 48–52.
[61] *Barkhuizen v Napier* 2007 (5) SA 323 (CC).

consumer protection measure: the statutory cooling-off period. South Africa and the UK both give customers the ability to cancel their internet purchases. Since e-commerce transactions take place without a physical inspection, these rights are crucial. Due to Nigeria's lack of withdrawal rights, buyers are forced to rely on seller policies, which may be unjust or constrictive.

One of the most important aspects of e-commerce consumer safety is data protection. GDPR-driven privacy measures benefit the UK. In order to guarantee that consumer privacy rights are not only theoretical but also realistically enforceable, Nigeria must improve compliance and enforcement of its data protection system. This is important since online fraud and identity theft are intimately related to privacy violations.

7. CONCLUSION

The topic of consumer protection in Nigerian e-commerce regulation is still in its infancy. The overall system is still disjointed and inadequately adapted to the reality of digital trade, despite Nigeria having passed significant legal instruments like the FCCPA, the Cybercrimes Act, the Electronic Transactions Act, and data protection legislation. Consumers are now at greater risk of fraud, non-delivery of goods, deceptive advertising, unfair contract terms, data privacy violations, and limited access to effective remedies due to the quick growth of online commerce. Instead than relying on a framework specifically designed for e-commerce, Nigeria's consumer protection system is primarily based on conventional consumer law concepts. This makes enforcement challenging, particularly in a digital market where cross-border transactions, irregular trade structures, and anonymity are commonplace. Although the FCCPC offers an institutional enforcement mechanism, its efficacy is hindered by the regulatory bodies' insufficient coordination and limited competence. Finally, the long-term viability of Nigeria's digital economy depends on consumer confidence.

E-commerce will continue to put customers at risk of abuse and erode confidence in online marketplaces in the absence of strong consumer protection laws.

8. RECOMMENDATIONS

The following are recommended:

i. **Adoption of E-Commerce-Specific Consumer Protection Regulations:** Nigeria should develop detailed regulations under the FCCPA or enact a dedicated e-commerce consumer protection statute addressing online disclosures, refund policies, delivery obligations, and platform accountability.
ii. **Introduce Statutory Cooling-Off and Withdrawal Rights:** Like in the UK and South Africa, consumers should have the explicit legal right to cancel certain internet purchases within a predetermined time window.
iii. **Strengthen Regulation of Unfair Contract Terms:** The FCCPA should be expanded or supplemented to provide clearer tests for unfair terms in standard form online contracts, including restrictions on exclusion clauses and hidden charges.
iv. **Establish an Online Dispute Resolution (ODR) System:** Nigeria should implement a functional ODR framework under the FCCPC to enable consumers resolve online disputes quickly and affordably without relying on slow court processes.
v. **Promote Consumer Education and Digital Literacy:** Government agencies and consumer protection bodies should implement awareness campaigns on safe online purchasing, consumer rights, complaint procedures, and fraud prevention.