

Practicing Safe Online Shopping

Nova Scotia is one of the first provinces to have legislation that protects online shoppers.

Changes to the Consumer Protection Act that are coming into effect will protect Nova Scotian consumers whether they are buying from an online vendor who's around the corner or around the world.

Shopping online has its own unique consumer issues. In some instances, established retailers have set up web sites akin to catalogue shopping. In other cases, virtual companies exist only on the Internet and this can be a concern when a dispute arises between the seller and the buyer.

When am I protected?

- Nova Scotia's consumers are protected regardless of the location of the seller.
- The amendments are designed to protect consumers in business to consumer transactions. Business to business transactions do not fall under the Act.
- The new protections apply to transactions where the sale totals \$50 (Cdn.) or more.

What should I know before I make my purchase decision?

Before the sale goes through, online sellers must provide you with

- their name and complete contact information - business name, address and phone number. Their e-mail address alone is not enough.
- accurate descriptions of the goods or services being purchased so that both you and the supplier can agree on what is included in the purchase and what isn't.
- a list of all related costs that affect the amount billed to your credit card, such as
 - ▶ delivery costs, including arrangements about who pays for what
 - ▶ currency conversion
 - ▶ taxes
- the seller's refund or cancellation policy.

What happens if I decide to make the purchase?

Once this information is provided to the shopper, and both the buyer and seller agree to the terms of the purchase, the seller must provide an Internet sales contract that includes all of the information above, as well as the sale date, and any personal information that the consumer provides: (name, address, credit card number, shipping instructions, etc.).

Can I cancel the sale?

- If the seller doesn't let you review the terms of the transaction before closing the deal, you can cancel within seven days.
- If the seller does not provide you with an Internet sales contract within 30 days, you can cancel the sale.
- If the goods have not been received or service has not started within 30 days of the contract's delivery/start date, you can cancel the sale.

Credit Card Charge Back

If you cancel a contract but the seller doesn't cancel the charge on your credit card, you can ask your credit card provider to reverse the charge. Tell the company that issued the credit card your name, card number and expiry date, the seller's name, the date and amount of the sale, a description of the goods or service, why and how you cancelled the contract. For example, a copy of the e-mail telling the seller that the deal is off.

Always Remember

- Get all of the details regarding your purchase, know who you're dealing with and where they are located. Do some online research about their business practices.
- Print or save screenshots showing your purchase information so you have a record of the sale.
- Ask questions. Even though some web sites may not have all of the required information, you are still protected and you still have a right to the information.
- Be an informed and proactive consumer, especially when making online purchases. Knowing your rights and protections will help you find sellers who are trustworthy and reliable.

For More Information

If you would like further information on your rights when shopping for goods and services online, please contact Service Nova Scotia by calling 902-424-5200 or toll-free in Nova Scotia at 1-800-670-4357.

This article is not intended to be a substitute for legal advice. Where accuracy is important, please consult the Consumer Protection Act or a lawyer.