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Regulating Cross-Border Electronic Commercial Contracts in Vietnam: Legal Issues and Reform Proposals

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Abstract

The expansion of cross-border electronic commerce has significantly increased the use of electronic commercial contracts, creating new opportunities for international trade while simultaneously generating complex legal challenges. This paper examines the current legal framework governing cross-border electronic commercial contracts in Vietnam, with a particular focus on issues of contract validity, conflict of laws, dispute resolution, and consumer protection. Through an analysis of relevant legislation and practical challenges, the study identifies key limitations in existing regulations, including the lack of detailed conflict-of-laws rules, ineffective dispute resolution mechanisms, and insufficient protection for consumers in cross-border transactions. Based on these findings, the paper proposes legal solutions aimed at enhancing coherence, strengthening enforcement, and improving consumer protection in the digital environment. The study seeks to contribute to the refinement of Vietnam's legal framework and to support the sustainable development of cross-border electronic commerce.

Keywords: Cross-border electronic commerce; electronic commercial contracts; conflict of laws; dispute resolution; consumer protection; Vietnamese law

1. Introduction

The rapid development of digital technologies and cross-border electronic commerce has profoundly transformed traditional models of commercial transactions. Electronic commercial contracts, particularly those involving foreign elements, have become increasingly prevalent, enabling businesses and consumers to engage in transactions beyond territorial boundaries with unprecedented ease and speed. However, the borderless nature of electronic commerce also poses significant legal challenges, especially in relation to contract formation, applicable law, dispute resolution, and consumer protection. In Vietnam, although a legal framework governing electronic transactions has gradually been established, existing regulations remain fragmented and primarily oriented toward domestic transactions. The increasing participation of Vietnamese consumers and enterprises in cross-border electronic commerce has exposed regulatory gaps, particularly in addressing conflicts of laws, jurisdictional issues, and the effective protection of consumers

in disputes involving foreign traders. These challenges raise important questions regarding the adequacy and coherence of current legal provisions in responding to the realities of the digital economy.

Against this backdrop, this study examines the legal framework governing cross-border electronic commercial contracts in Vietnam, identifies existing shortcomings, and proposes solutions for improving the law in line with international standards and practical needs. The research aims to contribute to the development of a more coherent, predictable, and consumer-oriented legal framework that supports the sustainable growth of cross-border electronic commerce.

2. Vietnamese Legal Framework on Cross-Border Electronic Commercial Contracts

2.1. The Current Legal Framework Governing Electronic Commercial Contracts

Over the past two decades, alongside the rapid development of digital technology and the digital economy, Vietnam has gradually established and improved a legal framework governing electronic transactions in general and electronic commercial contracts in particular. This process reflects the State's efforts to adapt to the transformation from traditional transaction models to digitally based transactions, in which electronic contracts, including cross-border electronic contracts, have increasingly become a common method of contract formation in commercial activities.

The first important legal foundation for electronic transactions in Vietnam was laid down by the Law on Electronic Transactions of 2005. This Law provided initial recognition of the legal validity of data messages, electronic signatures, and electronic contracts, thereby removing legal barriers to the use of electronic means in civil and commercial transactions. However, in the context of profound digital transformation and the rapid expansion of cross-border electronic commerce, several limitations of the 2005 Law became apparent, particularly with regard to its regulatory scope, its level of compatibility with international standards, and its capacity to accommodate emerging digital business models.

In response to these challenges, the Law on Electronic Transactions of 2023 was enacted to replace the 2005 Law, marking a significant step toward modernizing Vietnam's legal framework for electronic transactions. The 2023 Law adopts a technology-neutral approach, expands its regulatory scope, and enhances compatibility with international legal instruments as well as the laws of many other jurisdictions. Notably, Article 13 of this Law expressly affirms that a data message has the same legal validity as a written document, provided that its integrity is ensured and it is accessible for subsequent reference. This provision is of particular importance for the formation and performance of electronic commercial contracts, as it formally recognizes electronic form as a lawful form of contract, equal in legal standing to traditional paper-based contracts. Consequently, it establishes a solid legal basis for contract formation in the digital environment, including transactions involving foreign elements.

In addition to the Law on Electronic Transactions, Vietnam's legal framework governing electronic commercial contracts is also derived from several other legislative instruments. The Commercial Law of 2005 sets out fundamental principles concerning the conclusion and performance of commercial contracts, the rights and obligations of the parties, and sanctions for breach of contract. The Civil Code of 2015, as the general law governing contractual relations, provides the legal foundation for the validity of civil transactions, contractual forms, the voluntary expression of intent, and the principles of good faith and honesty. Furthermore, the Law on Protection of Consumers' Rights of 2023 introduces a number of new provisions aimed at strengthening consumer protection in the digital environment, particularly with respect to information disclosure obligations, transparency of contractual terms, and the responsibilities of traders

in electronic commerce transactions.

Nevertheless, it can be observed that the aforementioned legal instruments are primarily designed to regulate contractual relationships within the national territory. With regard to cross-border electronic commercial contracts, Vietnamese law has yet to establish a unified and comprehensive regulatory mechanism. In practice, issues such as the determination of applicable law, jurisdiction over disputes, and the recognition and enforcement of judgments or arbitral awards often rely on international treaties to which Vietnam is a party, new-generation free trade agreements, or international commercial customs and practices. This reality indicates that, although the domestic legal framework has laid an important foundation for the development of electronic commercial contracts, certain legal gaps remain when it is applied to cross-border electronic transactions, thereby necessitating further research and legal refinement in the future.

2.2. Obligations and Responsibilities of Enterprises in the Formation of Electronic Contracts

In the context of the rapid growth of electronic commerce, particularly cross-border electronic transactions, the obligations and responsibilities of enterprises in the formation of electronic contracts have become increasingly emphasized and specified under Vietnamese law. Enterprises not only act as direct parties to contractual relationships but also typically possess superior advantages in terms of information, technology, and transactional capacity. Accordingly, the current legal framework imposes various obligations on enterprises to ensure transparency, legal certainty, and the protection of the legitimate interests of contracting parties, especially consumers.

First, enterprises are subject to the obligation to provide adequate, accurate, and timely information during the process of concluding electronic contracts. Article 8 of the Law on Protection of Consumers' Rights of 2023 requires traders providing goods or services through electronic means to ensure that information disclosed to consumers is clear, truthful, easily accessible, and comprehensible. This obligation encompasses information relating to the characteristics of goods or services, pricing, general terms and conditions of transactions, payment and delivery methods, as well as complaint-handling and dispute resolution mechanisms. In cross-border electronic transactions, the information disclosure obligation is of particular importance, as differences in language, legal systems, and commercial practices may exacerbate information asymmetry, thereby increasing the risk of contractual disputes and infringement of the rights of weaker parties.

Second, enterprises have the obligation to ensure the authenticity, integrity, and security of electronic contracts. The Law on Electronic Transactions of 2023, together with legal provisions on cybersecurity and information security, requires enterprises to adopt appropriate technical and legal measures to safeguard electronic contracts against unauthorized alteration during their creation, transmission, and storage. The use of digital signatures, digital certificates, or other reliable electronic authentication mechanisms is regarded as a crucial means of identifying contracting parties and ensuring the legal validity of electronic contracts. This obligation not only enhances trust in electronic transactions but also provides a legal basis for determining the liability of enterprises in cases of breach or dispute.

Third, with respect to cross-border electronic contracts, enterprises are further required to comply with legal regulations on foreign trade management and related legal obligations. Specifically, Vietnamese traders engaging in the formation and performance of electronic contracts with foreign partners or consumers must comply with domestic regulations on export and import activities, international payment, foreign exchange management, and tax obligations. At the same time, enterprises must also take into account the laws of the jurisdiction where goods or services are consumed, particularly regulations concerning consumer

protection, competition, and data security. Failure to comply with these obligations may expose enterprises to significant legal risks, including administrative sanctions, civil liability, or even international disputes.

In summary, the obligations and responsibilities of enterprises in the formation of electronic contracts extend beyond mere compliance with formal and substantive contractual requirements. They also encompass duties relating to information transparency, transaction security, and legal compliance in a globalized commercial environment. These obligations constitute a key factor in ensuring the sustainable and sound development of electronic commerce, especially cross-border electronic commerce.

2.3. Issues of Conflict of Laws and Jurisdiction over Dispute Resolution

One of the most prominent legal challenges in the formation and performance of electronic commercial contracts, particularly cross-border electronic contracts, lies in issues of conflict of laws and the determination of competent dispute resolution bodies. Due to the inherent characteristics of the digital environment, electronic commerce transactions are often conducted between parties located in different countries through global digital platforms, where traditional territorial boundaries become blurred. This creates significant difficulties in identifying the applicable law and the appropriate dispute resolution mechanism when contractual disputes arise.

With regard to applicable law, the Civil Code of 2015 establishes a general legal framework for contracts involving foreign elements. Article 683 provides that the parties to a contract are free to choose the applicable law governing their contractual relationship. In the absence of such an agreement, the applicable law shall be the law of the country with the closest connection to the contract. This provision reflects the principle of party autonomy and is consistent with international legal practice. However, in the context of electronic commercial contracts, particularly those concluded entirely in the digital environment, determining the “closest connection” in practice remains highly problematic. Traditional connecting factors, such as the place of contract formation, the place of performance, or the domicile of the parties, become difficult to ascertain when transactions are conducted online through cross-border platforms such as Amazon, Alibaba, Shopee, or Lazada.

Moreover, Vietnamese law currently lacks detailed guidance on determining the applicable law for electronic commercial contracts formed on multinational digital platforms, where the platform operator, sellers, and buyers may each be subject to different legal systems. In many cases, choice-of-law clauses are embedded in standardized terms and conditions unilaterally drafted by platform operators, placing consumers in a weaker bargaining position and potentially subjecting them to foreign laws that are less favorable. This situation reveals a significant legal gap in ensuring fairness, legal certainty, and the protection of legitimate interests of parties involved in cross-border electronic contracts.

Regarding jurisdiction and dispute resolution, Vietnamese law recognizes multiple mechanisms, including court litigation and commercial arbitration. The Law on Commercial Arbitration of 2010 acknowledges and promotes arbitration as an effective means of resolving commercial disputes, particularly those involving foreign elements. Vietnam is a contracting state to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, which provides a crucial legal foundation for the recognition and enforcement of international arbitral awards in Vietnam. Accordingly, enterprises may opt for reputable arbitration institutions such as the International Chamber of Commerce (ICC), the Singapore International Arbitration Centre (SIAC), or the Vietnam International Arbitration Centre (VIAC) to resolve disputes arising from cross-border electronic commercial contracts.

Nevertheless, in practice, the recognition and enforcement of judgments and decisions of foreign courts in Vietnam continue to face various legal and procedural barriers. Stringent requirements relating to the

existence of international treaties, the principle of reciprocity, and complex procedural rules render foreign court litigation a less attractive option for enterprises. As a result, international commercial arbitration is often preferred due to its flexibility, confidentiality, specialized expertise, and the relatively higher enforceability of arbitral awards compared to foreign court judgments.

In conclusion, issues of conflict of laws and jurisdiction over dispute resolution in cross-border electronic commercial contracts remain a significant challenge for Vietnamese law. The absence of specific rules and detailed guidance tailored to electronic contracts in the global digital environment undermines legal predictability and transaction security for market participants. This reality underscores the need for continued legal reform and refinement to better accommodate the requirements of international integration and the sustainable development of cross-border electronic commerce.

2.4. Protection of Consumer Rights in Cross-Border Electronic Commercial Contracts

The protection of consumer rights constitutes one of the core issues of electronic commerce law, particularly in the context of the rapid growth and increasing complexity of cross-border electronic transactions. In cross-border electronic commercial contracts, consumers are often in a weaker position compared to traders, due to their limited access to information, reduced bargaining power, and insufficient legal resources to effectively safeguard their rights. Therefore, the establishment and effective enforcement of consumer protection mechanisms play a decisive role in ensuring the sustainable development of cross-border electronic commerce.

In recent years, Vietnamese law has made notable progress in strengthening consumer protection. The Law on Protection of Consumers' Rights of 2023 introduced several advanced provisions aimed at enhancing traders' information disclosure obligations, regulating standard form contracts and general transaction conditions, and increasing traders' accountability in the digital environment. Nevertheless, a significant legal gap remains, as most of these provisions are primarily designed to apply to relationships between traders and consumers within the territory of Vietnam. When Vietnamese consumers engage in transactions with foreign traders through cross-border electronic commerce platforms, the practical effectiveness of these protective mechanisms becomes considerably limited.

In the event of disputes with foreign traders, Vietnamese consumers face numerous obstacles in enforcing their rights. These obstacles include differences in legal systems, language barriers, high litigation costs, and difficulties in determining jurisdiction and enforcing judgments or decisions. In practice, most consumers lack the capacity to pursue dispute resolution procedures abroad, resulting in situations where their rights are infringed but remain inadequately protected. This reality undermines consumer confidence in cross-border electronic commerce and hampers the sector's growth potential.

International experience demonstrates that many jurisdictions have developed specialized mechanisms to protect consumers in the cross-border digital environment. A prominent example is the European Union, which has established an Online Dispute Resolution (ODR) system that allows consumers to file complaints, communicate with traders, and monitor dispute resolution processes entirely online. The ODR mechanism not only reduces costs and shortens dispute resolution timeframes but also enhances access to justice for consumers engaged in cross-border electronic transactions. By contrast, Vietnam has yet to establish an official ODR system organized or recognized by the State, resulting in insufficient protection of consumer rights in cross-border electronic commerce.

From a broader perspective, it can be observed that Vietnamese law has initially laid the legal foundation for the formation and performance of cross-border electronic commercial contracts. However, three major shortcomings remain. First, the legal framework lacks coherence and coordination among the Law on

Electronic Transactions, the Commercial Law, the Civil Code, and the Law on Protection of Consumers' Rights, particularly in terms of providing specific rules governing cross-border electronic contracts. Second, dispute resolution mechanisms remain ineffective, as evidenced by the absence of an ODR system and the limitations in recognizing and enforcing foreign court judgments and international arbitral awards. Third, consumer protection remains weak, given that existing regulations are largely confined to the national context and fail to establish feasible legal tools to protect Vietnamese consumers in transactions with foreign traders.

If these shortcomings are not adequately addressed, they will directly undermine the confidence of both enterprises and consumers, while also negatively affecting Vietnam's national competitiveness in cross-border electronic commerce. Accordingly, the continued improvement of the legal framework and the development of consumer protection mechanisms aligned with international best practices constitute an urgent requirement in the context of deepening international integration and digital transformation.

3. Solutions for improving the legal framework governing cross-border electronic commercial contracts

3.1. Orientation for Improving the Legal Framework on Cross-Border Electronic Commercial Contracts

Improving the legal framework governing cross-border electronic commercial contracts should be situated within the broader context of national digital transformation, international economic integration, and sustainable development of the digital economy. Law functions not only as a regulatory instrument but also as a means of building trust, reducing legal risks, and encouraging active participation by enterprises and consumers in cross-border electronic commerce.

First, legal reform should ensure coherence and consistency among existing legal instruments, including the Law on Electronic Transactions, the Commercial Law, the Civil Code, and the Law on Protection of Consumers' Rights. Regulations governing cross-border electronic contracts should be interconnected and harmonized to avoid overlaps, contradictions, or regulatory gaps.

Second, the legal framework should align with international standards and best practices, particularly those developed by UNCITRAL, provisions of new-generation free trade agreements, and legislative experiences of jurisdictions with advanced electronic commerce markets. This alignment enhances legal compatibility and facilitates deeper integration of Vietnamese enterprises into global value chains.

Third, legal reform must place enterprises and consumers at the center, ensuring a balance of interests, legal predictability, and transactional security in cross-border electronic contracts.

3.2. Improving the Legal Framework Governing Cross-Border Electronic Commercial Contracts

A key solution is to develop a more comprehensive legal framework specifically addressing cross-border electronic commercial contracts. This may involve introducing dedicated provisions or a separate chapter within the Law on Electronic Transactions or the Commercial Law to regulate issues such as digital contract formation, the legal status of platform-based standard terms, and the liability of intermediary service providers.

Furthermore, the legal relationships among platform operators, sellers, and buyers in cross-border electronic transactions should be clearly defined. Platform operators should be subject to information disclosure obligations and, where appropriate, shared or supportive liability in dispute resolution to prevent

evasion of responsibility when disputes arise between consumers and foreign traders.

In addition, stricter control over standard form contracts and general transaction conditions in cross-border electronic commerce is necessary, particularly regarding clauses on choice of law, jurisdiction, and limitation of liability, in order to protect weaker parties and ensure contractual fairness.

3.3. Improving Regulations on Conflict of Laws and Jurisdiction over Dispute Resolution

One of the most pressing challenges in regulating cross-border electronic commercial contracts lies in determining the applicable law and the competent forum for dispute resolution. In the digital environment, traditional connecting factors-such as the place of contract conclusion or performance-have become increasingly ambiguous, as electronic contracts are often formed and executed instantaneously through global digital platforms without a clearly identifiable physical location. Consequently, existing conflict-of-laws rules, which are primarily designed for traditional transactions, are insufficient to address the complexities of cross-border electronic commerce.

To overcome these shortcomings, it is necessary to introduce more detailed and explicit legal guidance on identifying the “closest connection” in the context of electronic contracts. Such guidance should move beyond abstract principles and provide a non-exhaustive list of concrete connecting factors tailored to the digital environment. These factors may include, inter alia, the consumer’s habitual residence, the trader’s principal place of business, the location of the server or digital infrastructure used to provide the service, and-most importantly-the targeted market, as evidenced by the language, currency, domain name, advertising strategy, or delivery arrangements of the trader. By clarifying these connecting factors, the law would enhance legal certainty and predictability for both businesses and consumers engaged in cross-border electronic transactions.

In addition, special attention should be paid to the regulation of choice-of-law and choice-of-jurisdiction clauses commonly embedded in standard-form electronic contracts. In practice, multinational digital platforms often impose clauses selecting foreign law and foreign courts or arbitration venues that are unfavorable to consumers, thereby significantly limiting their ability to access justice. From a consumer protection perspective, the absolute freedom of contract in this area should be appropriately restricted. In disputes involving Vietnamese consumers, Vietnamese law should be given priority with respect to mandatory consumer protection rules, regardless of the law chosen by the parties. This approach is consistent with international best practices and reflects the principle that consumer protection norms constitute overriding mandatory provisions aimed at safeguarding the weaker party in contractual relationships.

With regard to jurisdiction, it is necessary to further strengthen and refine the legal framework governing dispute resolution mechanisms for cross-border electronic contracts. On the one hand, continued improvement is required in the recognition and enforcement of international arbitral awards, particularly by streamlining procedural requirements and ensuring a consistent interpretation of public policy exceptions in line with Vietnam’s obligations under the 1958 New York Convention. A more arbitration-friendly judicial approach would enhance confidence among domestic and foreign enterprises and encourage the use of international commercial arbitration as an effective dispute resolution mechanism in electronic commerce.

On the other hand, greater attention should be devoted to simplifying procedures for the recognition and enforcement of foreign court judgments. While arbitration has become the preferred option for many cross-border commercial disputes, court litigation remains unavoidable in certain cases, especially those involving consumers. Therefore, Vietnam should consider expanding the scope of recognition based on the principle

of reciprocity and further aligning domestic procedural rules with international standards on access to justice. Such reforms would reduce enforcement risks, lower transaction costs, and contribute to a more predictable and transparent legal environment for cross-border electronic commerce.

Overall, improving regulations on conflict of laws and jurisdiction is not merely a technical legal exercise but a fundamental prerequisite for building trust in cross-border electronic transactions. A clear, consumer-oriented, and internationally compatible framework on applicable law and dispute resolution will play a crucial role in balancing the interests of businesses and consumers, enhancing legal certainty, and promoting the sustainable development of cross-border electronic commerce in Vietnam.

3.4. Establishing an Online Dispute Resolution (ODR) Mechanism for Cross-Border Electronic Commerce

The determination of applicable law and competent jurisdiction remains one of the most complex and sensitive legal issues in cross-border electronic commerce. Unlike traditional contracts, electronic contracts are concluded and performed in a virtual environment where physical territorial boundaries are blurred or even entirely absent. As a result, conventional conflict-of-laws rules, which rely heavily on geographical connecting factors, face significant limitations when applied to cross-border electronic contracts. This reality calls for a more refined and context-sensitive legal approach that reflects the distinctive characteristics of digital transactions.

To address existing shortcomings, it is essential to develop more detailed legal guidance on identifying the law of the country with the closest connection to a cross-border electronic contract. Instead of relying solely on abstract principles, the law should provide clearer criteria tailored to the digital environment. Such criteria may include the habitual residence of the consumer, the principal place of business of the trader, and the country whose market the trader intentionally targets. The targeted market can be identified through objective indicators such as the language used on the website, the currency accepted for payment, delivery policies, customer support arrangements, or promotional activities directed at a specific jurisdiction. Clarifying these connecting factors would significantly enhance legal certainty and predictability, thereby reducing disputes over applicable law at the outset.

In parallel, greater attention must be given to the regulation of choice-of-law and choice-of-jurisdiction clauses in standard electronic contracts. In practice, digital platforms often unilaterally impose contractual terms selecting foreign laws and dispute resolution forums that are distant, costly, or inaccessible to consumers. While party autonomy remains a fundamental principle of private international law, its application in consumer contracts should not undermine substantive justice. Therefore, legal reforms should impose reasonable limits on the effectiveness of contractual clauses that deprive consumers of meaningful legal protection. In disputes involving Vietnamese consumers, Vietnamese law should be applied to issues relating to consumer protection, regardless of the law chosen by the parties, insofar as such rules constitute mandatory provisions designed to protect the weaker party. This approach aligns with international trends and reflects the growing recognition of consumer protection norms as overriding mandatory rules in cross-border transactions.

With respect to jurisdiction over dispute resolution, further improvements are required to strengthen the enforceability and effectiveness of dispute settlement mechanisms. International commercial arbitration continues to play a central role in resolving cross-border electronic commerce disputes due to its flexibility, neutrality, and enforceability. Accordingly, Vietnam should continue to improve the legal framework and judicial practice concerning the recognition and enforcement of foreign arbitral awards. Procedural requirements should be simplified, and the interpretation of public policy exceptions should be narrowly

construed in accordance with international standards and Vietnam's obligations under the New York Convention. A consistent and arbitration-friendly judicial approach would enhance confidence among both domestic and foreign businesses engaging in electronic commerce.

At the same time, the recognition and enforcement of foreign court judgments should receive greater legislative and judicial attention. Although arbitration is widely preferred in commercial practice, court litigation remains inevitable in certain types of disputes, particularly those involving consumers or small-value claims. Simplifying procedures for recognizing foreign judgments on the basis of reciprocity and fairness would help reduce enforcement barriers and improve access to justice. Such reforms would also contribute to the development of a more coherent and predictable legal environment for cross-border electronic transactions.

In conclusion, improving regulations on conflict of laws and jurisdiction over dispute resolution is a fundamental requirement for the sustainable development of cross-border electronic commerce. A clear and balanced legal framework that combines legal certainty, effective consumer protection, and compatibility with international standards will enhance trust among market participants and strengthen Vietnam's position in the global digital economy.

3.5. Strengthening Consumer Protection in Cross-Border Electronic Commercial Contracts

Strengthening consumer protection in cross-border electronic commercial contracts is a critical requirement in the context of the rapid expansion of digital trade and the increasing participation of Vietnamese consumers in global online markets. In cross-border electronic transactions, consumers often occupy a structurally weaker position due to information asymmetry, language barriers, and the complexity of pursuing legal remedies against foreign traders. Therefore, ensuring effective consumer protection is not only a matter of individual rights but also a prerequisite for maintaining trust and stability in the digital economy.

To achieve this objective, the scope of application of the Law on Protection of Consumers' Rights should be extended to cover cross-border transactions in which goods or services are consumed in Vietnam, regardless of the nationality or place of establishment of the trader. Foreign traders supplying goods or services to Vietnamese consumers through digital platforms should be required to comply with Vietnamese consumer protection standards, particularly with respect to information disclosure, contract transparency, product quality, and liability for damage. This approach reflects the principle of market targeting and ensures that consumers enjoy a consistent level of protection when participating in electronic commerce, even in transactions involving foreign elements.

At the same time, it is necessary to impose enhanced obligations on traders and digital platform operators to actively support consumers in dispute situations. In the digital environment, platforms often play a central role in facilitating transactions and controlling access to information, payment systems, and communication channels. As a result, they are well positioned to assist consumers in resolving disputes in a timely and effective manner. Traders and platform operators should therefore be required to establish accessible and efficient complaint-handling mechanisms, provide clear and accurate information regarding dispute resolution procedures, and cooperate with competent authorities when disputes arise. Such obligations would help reduce the practical difficulties faced by consumers in asserting their rights, particularly in cross-border contexts where traditional enforcement mechanisms are often ineffective.

Furthermore, consumer protection in cross-border electronic contracts should be strengthened through the development of alternative and online dispute resolution mechanisms. Although traditional judicial proceedings remain important, they are often costly and time-consuming, especially for disputes involving

small-value claims. Promoting online dispute resolution mechanisms that are simple, low-cost, and user-friendly would significantly enhance access to justice for consumers engaged in cross-border electronic commerce. These mechanisms should be designed to ensure procedural fairness, transparency, and enforceability, while also taking into account the specific needs and limitations of consumers.

In addition, greater emphasis should be placed on consumer education and awareness in the digital marketplace. Consumers should be provided with clear guidance on their rights and obligations when engaging in cross-border electronic transactions, as well as practical information on how to identify trustworthy traders and platforms. Enhancing consumer awareness would not only empower individuals to make informed decisions but also contribute to preventing disputes at an early stage.

In conclusion, strengthening consumer protection in cross-border electronic commercial contracts requires a comprehensive and multi-dimensional legal approach. By extending the scope of consumer protection laws to cross-border transactions, imposing enhanced obligations on traders and platform operators, improving dispute resolution mechanisms, and promoting consumer awareness, Vietnam can establish a more effective and balanced framework for protecting consumers in the digital economy. Such reforms would reinforce consumer confidence, promote fair competition, and support the sustainable development of cross-border electronic commerce.

4. Conclusion

Cross-border electronic commercial contracts have become an integral part of the digital economy, offering significant opportunities for trade expansion while simultaneously posing complex legal challenges. Although Vietnamese law has established an initial legal framework for electronic transactions, existing regulations remain fragmented and insufficient to address issues of conflict of laws, dispute resolution, and consumer protection in cross-border contexts. Therefore, continued legal reform is necessary to enhance coherence, strengthen enforcement mechanisms, and ensure effective protection of legitimate interests. A more transparent, balanced, and internationally compatible legal framework will be essential for fostering trust, promoting fair competition, and supporting the sustainable development of cross-border electronic commerce in Vietnam.

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