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## Consumer empowerment in the digital economy: A critical analysis of the Cameroonian law on consumer protection in the digital age

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### Abstract

Developments in information and communications technology have significantly influenced and changed people's lives by providing new opportunities for consumers and businesses. In the digital economic era, an increasing number of consumers engage in e-commerce, which provides easier and faster access to products and services. However, it also presents some challenges for consumers that differ from offline commercial transactions. The impersonality of e-commerce weakens the relationship between businesses and consumers, thereby increasing consumer vulnerability that could lead to unfair commercial practices and causing uncertainty and lack of trust by consumers. Therefore, there is a need for the governments and economic operators to promote and protect consumer trust in digital markets so that lack of it will not hamper developments in the digital economy. Hence, the advent of the digital economy and, implicitly, of competition in the online marketplace has triggered new challenges in terms of consumer protection approaches. Online, consumer skills are expected to be improved and the level of consumer awareness and engagement increased. These are the baseline prerequisites of the sustainable purchasing decision and, thus, should be considered as pillars of responsible online consumption. Consistent with the novel consumption challenges, this article explores the effectiveness of the Cameroonian law on consumer protection in the digital economy in line with the six main principles of consumer protection, namely; protection, satisfaction, information, equity, redress, and participation.

**Keywords:** consumer, protection, and digital economy

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### Introduction

Consumer protection concerns the efforts of governments, not-for-profit organizations and activists to protect consumer rights, by taking into account consumers' needs and interests. The scope of consumer protection covers measures against predatory pricing, abusive business practices, unfair business practices, fraud and misrepresentation. Apart from legislation, self-regulation, including codes of conduct, also guarantees consumer protection.

The first consumer protection rules date back to 50 BCE. The *Lex Julia de Annona* in Rome prevented monopoly and discriminatory pricing. The law relates to corn trade and dates from the time of Julius Caesar. This act imposed a heavy fine on those who artificially increased the price of corn <sup>[1]</sup>. The Industrial Revolution also brought a sweeping change to production and consumption practices and created new challenges for consumer protection. Late 19th and early 20th century saw the introduction of antitrust and anti-monopoly rules. These laws were meant to address unethical pricing and food purity. The protection of citizens has been a recurrent concern during the development of democracy. The rise of capitalism and the accumulation of wealth have led to an increase in unfair practices, with product liability and privacy issues becoming central to consumer protection. The first governmental initiatives in the United States to protect consumers against harmful products started in the early 20th century. Journalist and activist Upton Sinclair published his book *The Jungle* in 1906, in which he criticized the poor conditions on the meat-packing market. In response to the publication, U.S. President Theodore Roosevelt ordered an inspection of meat-packing businesses <sup>[2]</sup>. The inspectors' findings served as a basis for the drafting and adoption of the Pure Food and Drug Act and the Meat Inspection Act, which were the first federal laws aimed at ensuring consumer protection. The U.S. Congress expanded food safety legislation in 1938 with the adoption of the Food, Drug and Cosmetics Act <sup>[3]</sup> and set up in 1914, the Federal Trade Commission which is also a key body in consumer protection. The 1960s were marked by the release of the *Silent Spring* by biologist Rachel Carson, who attacked chemical companies, campaigning for food safety. Carson found out that dichlorodiphenyltrichloroethane (DDT) and pesticides contaminate food. In 1962, President John Kennedy defined the main consumer rights as the right to safety, the right to information, the right to choice and the right to be heard <sup>[4]</sup>.

Presently, the United States has a number of federal and state laws to regulate respect of consumer rights. These include the Pure Food and Drug Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the

Fair Credit Billing Act, the Consumer Product Safety Act and the Truth in Lending Act. The European Union also has consumer protection directives, such as Directive 2005/29/EC on Unfair Commercial Practices, which aims to boost consumer confidence and facilitate cross-border trade. The EU forbids misleading and aggressive marketing and exploitation of vulnerable consumers such as children.

Meanwhile, trade liberalization and rapid developments in technology require a new type of consumer advocacy. Following the onset of the electronic age, the governments the authorities are making efforts to regulate e-commerce. The authorities want to ensure that consumer protection laws and ethics apply to online shopping as well. They also want to guarantee transparency of payment methods. Therefore, the global consumer protection initiatives have acquired a high profile. At an international level, the United Nations (UN) issued consumer protection guidelines on how to protect consumers from hazards to their health and safety and to protect their economic interests. The United Nations Guidelines for Consumer Protection are a valuable set of principles that set out the main characteristics of effective consumer protection legislation, enforcement institutions and redress systems. Furthermore, the Guidelines assist interested Member States in formulating and enforcing domestic and regional laws, rules and regulations that are suitable to their economic, social and environmental circumstances; they also help promote international enforcement cooperation among Member States and encourage the sharing of experiences in consumer protection. The Guidelines were first adopted by the General Assembly in resolution 39/248 of 16 April 1985, later expanded by the Economic and Social Council in resolution 1999/7 of 26 July 1999, and revised and adopted by the General Assembly in resolution 70/186 of 22 December 2015. The Organization for Economic Co-operation and Development (OECD) Committee on Consumer Protection is an international body instrumental in ensuring cooperation and harmonization in the field. The International Marketing Supervision Network (IMSN) and the International Society of Consumer Affairs Officials (ISCAO) are two more sector players.

### **The Legislative evolution of Consumer Protection in Cameroon.**

The most significant areas in a country's commercial regulations is the adoption and implementation of consumer protection legislation and institutions in a classical method. This is because most states, particularly, the state of Cameroon realized that their communities need to be protected from unscrupulous producers of goods, technology and services providers. Inspired from the international instruments, the government of Cameroon has dedicated much effort in the protection of consumers. In the 1990s, Cameroon was at the take off stage of Consumer Protection issue, though there had been a significant development before the 1990's with regard to consumer rights and interest. Before the coming into force of the law on consumer protection in 2011, consumer protection was within the jurisdiction of Law No. 90/031 of August 10, 1990. Thus, there was no integrated consumer protection law until May 6, 2011. Consumer issues had been addressed under different legislations like: The Cameroon Constitution, Criminal Procedure Code, Penal Code, Civil Code and other specific legislations and were enforced by different institutions. In 2011, the Cameroonian Legislature introduced Law No. 2011/012 Of 6th May, 2011 hereinafter called "Framework on Consumer Protection Law," and in 2015, during the closing of the legislative year in the third ordinary session, a new law was adopted to replace the old version of Law No. 90/031 of 10 August, 1990, regulating Commercial Activity in Cameroon (Law No. 2015/018 of 21 December 2015).

### **The Cameroon Constitution.**

The first and, most important instrument protecting the right of consumers against the proliferation of unfair contract terms in consumer contract is, the Cameroon constitution. The Cameroon Constitution is the Supreme law of the Republic of Cameroon<sup>[5]</sup>. It outlines the rights guaranteed to Cameroonian citizens, the symbols and official institutions of the country, the structure and functions of government and the process by which the provisions of the constitution are to be implemented. The Cameroonian Constitution in its Preamble, affirms the attachment to the fundamental freedom enshrined in the Charter of the United Nations, African Charter on Human and Peoples' Rights and the Universal Declaration of Human Rights. Article 65, Part XII of the Cameroon Constitution incorporated the preamble as an important part of the constitution when it stated that, "the preamble shall be part and parcel of this constitution." The Preamble of the Cameroon Constitution lays emphasis on socio-economic justice. The constitution imposes duty on the state; to promote the welfare of the people, by securing and protecting "a social order in which justice, social, economic and political order, shall inform all the institutions of the national life". The state shall provide all its citizens with the conditions necessary for their development; the state shall ensure the protection of minorities and shall preserve the rights of the indigenous population in accordance with the law; freedom and security shall be guaranteed to each individual, subject to respect of the rights for others and the higher interest of the state. The Cameroon constitution is regarded as an important instrument in consumer protection, as it lays down some rules and regulation to ensure the rights of every Cameroonian and makes provisions to negotiate and ratify treaties and international agreements. Article 54 of the constitution, recognises the establishment of the Economic and Social Council to protect the economic and social rights of every citizen.

Under the Cameroon Constitution, the state is duty-bound to direct its policy towards securing the distribution of the ownership and control of the material resources of the community in such a way as "to sub-serve the common good" and the operation of the economic system which "does not result in the concentration of wealth and means of production to common detriment". It is, therefore, evident that consumer protection is one of the

constitutional duties imposed on the state; to protect the rights of consumers from the manipulative economists engaged in abusive trade practice hence, promoting the welfare and common good of the people. Article 45 of the Cameroon Constitution states that, duly approved or ratified treaties and international agreements shall, following their publication, override national laws, provided the other party implements the said treaty or agreement. This has led to the presence of multiple instruments aimed at ensuring the rights and interests of consumers in Cameroon. For example, instruments such as OHADA Uniform Act Relating to General Commercial Law, the UDHR, the African Charter on Human and Peoples Rights, to name a few, are all instruments used in Cameroon to protect consumers directly or indirectly.

### **The French Civil Code Promulgated in Cameroon on 22nd of May 1924 as amended.**

Consumers in Cameroon benefit from all the protection granted under the Civil Code (the old French Civil Code applicable in Cameroon) which includes statutes regulating the protection of contracting parties when forming and fulfilling obligations, particularly with respect to consent. It is worth noting that, article 1109 of the Civil Code states that; there is no valid consent, where the consent was given only by error, or where it was extorted by duress or abused by deception (Article 1109 of the Civil Code).

The Civil Code (Title III of Contracts or of Conventional Obligations in General), talk of a contract as an agreement by which one or several persons bind themselves, towards one or several others, to transfer, to do or not to do something (Article 1101). The Civil Code protects consumers against unfair contract terms when it laid down the rules of a valid contract. According to article 1108 of the Civil Code, four requisites are essential for the validity of an agreement such as; the consent of the party who bind himself; his capacity to contract; a definite object which forms the subject-matter of the undertaking; and a lawful cause in the obligation. Looking at the provision of article 1116, of the Civil Code, deception is a ground for annulment of a contract, where, the schemes used by one of the parties are such that, it is obvious that, without them, the other party would not have entered into the contract. A good example is in a situation of misleading advertising. Thus, the decision of July 4, 2008 of the Financial Market Commission of Cameroon condemned the company CUD6 Finance for having provided false information with the aim of deceiving the commission and the public on the result of the placement of a bond raised by the Council of the Urban Community of Douala <sup>[6]</sup>.

Therefore, sending to the public false information should be forbidden, it defeats the aim and objective of Order 2001/830/PM of 19 September, 2001, Defining Methods of Authorising Telecommunication Services and the purpose and objective of Order 2001/831/PM of 19 September, 2001, Defining Methods of Authorising Telecommunication Network Operation in Cameroon. The provisions laid down in Articles 1382 to 1386, also show the importance of the Cameroonian Civil Code (the French Civil Code) as an instrument ensuring consumer protection against unfair contract terms. These articles are concerned with intentional and unintentional wrongs and liability for defective products.

### **Law No. 88/016 of 16 December 1988 Regulating Advertising in Cameroon as amended by Law No. 2006/18 of December 29, 2006.**

The e-commerce industry is among the most dynamic sectors in today's economy, as the number of consumers purchasing goods and services over the Internet continues to skyrocket. While e-commerce offers customers many benefits – such as easy access, unlimited choice, competitive prices and convenient payment options – there are also risks, including payment fraud, misleading advertising and the misuse of personal data to name just a few. To mitigate these risks, a field of legislation has emerged to protect the rights of e-consumers.

The adverse effects of some advertisements on consumers have long been recognised by the Cameroonian Legislator. That is why Law No. 88/016 of 16 December 1988 was promulgated to regulate advertising in the country. Generally, the law prohibited advertisements likely to jeopardise the interests of consumers but presented enormous challenges of interpretation and application as it did not define relevant terminologies. Secondly, it failed to address the advertisements of cigarettes and alcohol which have an adverse effect on consumers. Some of the lacunae of the 1988 Law were filled in under *Arrêté No.008/MINDIC/DPPM* of 7<sup>th</sup> March 1991 forbidding *inter alia*, false and misleading advertisements likely to promote unfair competition. Under this law, an advertisement is false or misleading if it is likely to influence a consumer into buying a product s/he would otherwise not have bought had the truth been revealed <sup>[7]</sup>.

Presently, a more comprehensive statute in this regard is Law No. 2006/018 of 29<sup>th</sup> December 2006. The general part of the law organises advertising activities, defines the rules governing the form and content of advertising and establishes the general framework for the control and regulation of advertising activities <sup>[8]</sup>. Article 23(1) provides that the content of advertisements must comply with rules of decency, morality and truth. The overall intendment of the Law is not only to protect honest traders from their unscrupulous competitors but also to protect the socio-economic wellbeing of consumers. To this end, it envisages penal provisions aimed at protecting consumers' interests in diverse respects. For instance, to protect the health of consumers, Article 39 (1) prohibits the advertising and sponsorship of events promoting cigarettes and other tobacco-related products through the print media, radio, television, posters and cinema or any other similar structure.

The penalty for contravention is a fine of from 20,000,000 Frs. CFA to 50,000,000 Frs. CFA. Under section 62 (2), the penalty could, if necessary, be increased to an amount equivalent to half the budget of the illegal advertising campaign. Article 58 on its part imposes prison terms ranging from five to ten years and with fines from 500,000 to 10,000,000 Frs. CFA on anyone who advertises illegal, counterfeit or smuggled goods. False

and misleading advertisements are made punishable by virtue of section 240 of the Cameroon Penal Code while, Article 55 prohibits advertisement showing scenes of violence or those promoting firearms or explosives or any other instrument or product that may cause death or harm to consumers. A National Advertising Council is created by virtue of Article 45 to act *inter alia*, as watchdog over the activities of advertising bodies. Thus, the penalties for contravention of statutory duty include fines, prison terms, confiscation and closure of the advertising establishment.

The 2006 law further organizes advertising practice; set out rules on the form and content of advertising messages and lays down the general framework for controlling and regulating advertising practice. According to Article 44, the State shall undertake the regulation of the advertising industry and exercise oversight of its advertising activities under the auspices of the Minister responsible for advertising, with the assistance of the National Advertising Council. Also, imitative advertising shall be forbidden where it is contrary to trademarks and copyrights, as well as intellectual property rights in general. Where it relates to trademark, imitative advertisement shall constitute copyright infringement. Any advertisement that is likely to bring discredit to a particular enterprise or product contains false allegations, indicating or presentation in any form or that is likely to mislead the consumer, shall be forbidden. The advertising of any firearm and explosive or other instruments or products likely to cause death or adversely affect the physical integrity of individuals shall be prohibited. According to section 58 (1), whoever engages in advertising illegal products, notably fake or contraband goods, shall be punished with imprisonment of from 5 to 10 years or a fine of from 500.000 to 10 million francs or both fine and imprisonment.

### **Law No 2011/012 of 6 MAY, 2011, on the Framework on Consumer Protection in Cameroon**

Before 2011, consumer protection in Cameroon was regulated by either, “received English or French Law.” To ensure the protection of the rights of the consumer, the National Assembly in its statutory ordinary session <sup>[9]</sup> of March, 2011, adopted a bill on a framework law on consumer protection. This adopted bill was enacted into law by the President of the Republic on May 6th 2011, as law No 2011/012 of 6th May, 2011 on the Framework on Consumer Protection in Cameroon. This excellent move, was in order to fight against unfair terms imposed by a supplier or service provider, who benefit, from an unreasonable or excessive superiority over the consumers. This law serves as a reminder to merchants not to take advantage of their economic abilities and skills to disadvantage the consumer.

The 2011 law happens to be the very first comprehensive piece of legislation on the protection of consumers in Cameroon and it governs all transactions relating to the supply, distribution, sale and exchange of technology goods and services. Again, the law of 2011, is divided into eight chapters that is; the general provisions; consumer protection principles; protection of consumers’ economic and technological interest and physical safety and environmental protection; consumer education and participation in decision making; compensation for damage suffered by consumers; the penal provisions; miscellaneous and final provisions <sup>[10]</sup>. This law takes into consideration the various rights of consumers.

### **The Right to Physical Safety and Environmental Protection**

These rights are provided as a principle of protection according to which consumers have the right to the preservation of life, health, safety and environment in the consumption of technology, goods or services. As a follow up, competent authorities and consumer groups are obligated to establish and strengthen appropriate institutional frameworks to ensure that activities relating to the management, collection and disposal of hazardous or toxic waste, water management and wastewater treatment comply with the laws and regulations in force governing environmental protection <sup>[11]</sup>.

Pursuant to the framework law 2011, any locally produced or imported technology or good must be inspected, tested and measured by the relevant authorities to ensure that it is safe for consumption and complies with national and international environmental, health and safety standards <sup>[12]</sup>. Section 16(2) of the Framework law prohibits the sale of a technology or good that has not initially complied with national environmental, health and safety standards. Any technology or product that constitutes a potential hazard should, upon ascertaining that state, be immediately withdrawn from the market and returned for testing at the supplier's or vendor's expense, without prejudice to other penalties provided for by the laws and regulations in force <sup>[13]</sup>.

Section 17 of the Framework Law further, provides that food pharmaceutical products and drugs must comply with the standards of relevant international organizations and cover chemical and biological safety. The producer or supplier of a technology, good or service supplied or sold bears liability for damage to a consumer caused where it is established that the consumer was not adequately informed about the risk posed by the technology, good or service <sup>[14]</sup>. Standards for food, pharmaceutical products and drugs shall be compulsory and comply with those laid down by relevant international organizations and cover chemical and biological safety <sup>[15]</sup>. Any consumer good or service posing a risk to human and animal health and the environment must include a user manual in English and French, comprising readily visible warnings to allow normal use under maximum security conditions <sup>[16]</sup>. The producer or supplier of a technology, good or service supplied or sold to a consumer shall be liable for damage caused by such technology, good or service, where it is established that the consumer was not adequately informed about the risk posed by the technology, good or service <sup>[17]</sup>. The sale of unpackaged foods, with the exception of raw products, shall be prohibited <sup>[18]</sup>. The packaging of any product sold must comply with the standard on the labelling of prepackaged foods in Cameroon <sup>[19]</sup>. The granting of patents, trademarks,

copyrights, brands, licenses, permits or any other document issued by the competent authorities to producers or suppliers of goods, technology or services shall not exempt beneficiaries thereof from liability for harm effectively caused to customers attributable to them or others in the hazardous goods distribution chain <sup>[20]</sup>.

### **Right to Information**

The framework law lays down the principle of information according to which consumers have the right to receive information to enable them to make an informed choice during any transaction concerning the supply of technology, goods and services <sup>[21]</sup>.

With regard to the granting of loans to consumers for the supply of technology, goods and services, the supplier or service provider must inform the consumer in writing about the cash price, interest amount, annual interest rate, interest rate on arrears, number of instalments, frequency and periodicity of such instalments and total amount payable <sup>[22]</sup>.

Suppliers and providers of technology, good or service are required to provide the consumer with correct, adequate, clear and legible information, in English and French, concerning the goods and services offered to enable him make appropriate and rational choices before concluding a contract <sup>[23]</sup>. Section 32 of the Framework law imposes criminal sanction on false information. It states:

Whoever gives false information on the quality of technology, goods or services supplied to a consumer shall be punished with imprisonment of from six months to two years or with a fine of from 200 000 (two hundred thousand) to 1 000 000 (one million) francs, or with both such imprisonment and fine.(2) Whoever gives false information to the competent authorities or to any consumer structure, body or association during an investigation under this law shall be punished with the penalties provided for in Subsection (1) above <sup>[24]</sup>.

Section 10(2) of the framework law stipulates that “good or service provided or delivered must be accompanied by a manual, receipt or any other document containing, inter alia, information on technical features, mode of operation, utilization and warranty”. Disclosing information does not suffice to protect consumers; such information should be comprehensible to the consumer. It is for this reason that section 37 of the Framework Law states that Consumer contracts should be interpreted to preserve the rights of consumers.

### **The Right to Fair and Responsible Marketing**

This right has to do with restrictive business practice, unfair business practice and abusive clause. As per the Framework Law, restrictive business practice involves any business practice that requires the consumer to buy, lease or purchase any technology, good or service as a condition or precondition to buy, rent or obtain any other technology, good or service <sup>[25]</sup>.

Unfair business practice is any business practice that within the framework of the promotion of the sale, use or supply of a good, service or technology, adopts a method, including an oral or written declaration or a visual representation that compromises fairness in a transaction <sup>[26]</sup>. Abusive clause on its part is defined as any clause that is or that seems to be imposed on the consumer by a supplier or service provider having a better economic situation compared to the consumer, giving the first an unfair, unreasonable or excessive advantage over the latter <sup>[27]</sup>. Section 3(d) of the Framework law provides the principle of equity according to which consumers have the right to fair, non-discriminatory treatment by suppliers of technology, goods and services. Unfair, restrictive or anticompetitive business practices, as well as abusive terms in consumer contracts are regulated and monitored and prohibited in all contracts and transactions governed by the Framework Law <sup>[28]</sup>.

Section 8(1) of the Framework Law strongly prohibits restrictive and unfair trade practices that may impinge on consumers' rights, such as accords, mergers, abuse of dominant position, market sharing, and false, deceptive or abusive advertising. It also prohibits business practices that limit or may limit a competitor's access to the market <sup>[29]</sup>. It is prohibited and punishable to sell technology, good or service that is conditional on the purchase by the same consumer of another technology, good or service <sup>[30]</sup>. According to section 14 of the Framework Law, any advertisement intended for consumers must comply with laws and regulations governing the display of prices and conditions of sale <sup>[31]</sup>.

### **Right to Fair, Just & Reasonable Terms and Conditions**

It is trite law that a supplier must not offer to enter into an agreement to supply any goods or services at a price or on terms that are unfair, unreasonable or unjust, and must not negotiate an agreement for the supply of any goods or services in a manner that is unfair, unreasonable or unjust. The supplier is also prohibited from marketing any goods or services in an unfair or unjust manner. To this effect, Section 5(1) of the Framework Law prohibits contractual clauses that:

Exempt, exclude, reduce or limit the liability of suppliers or service providers for defects, deficiencies or shortages of any kind in technology, the good supplied or service rendered; imply the loss of rights and freedoms guaranteed consumers or limit the exercise thereof; create unjust, unreasonable, unfair or repressive contractual terms or conditions, or that transfer liability for defects, deficiencies or shortages not immediately obvious to the consumer; impose a unilateral arbitration clause; shall be void.

Therefore, any contractual clause violates this provision, a competent court may automatically declare the clause void <sup>[32]</sup>. As a requirement, standard agreements or adhesion contracts must be drafted in English and French in characters that are visible and legible at first glance by anyone with normal vision. The *raison d'être* for this is to provide legal protection to the consumer. By virtue of section 35 of the Framework Law, any clause exempting,

limiting liability or reducing the scope of guarantees contained in the contract for sale, supply of goods or technology or delivery of a service to a consumer shall be null and void.

### **The Right to Form Associations**

The right to freedom of association is the right to join a formal or informal group to take collective action. This right includes the right to form and/or join a group. Conversely, it includes the right not to be compelled to join an association. Therefore, in principle, consumers have the right and freedom to form voluntary autonomous and independent consumer associations or organizations to promote and protect or participate in the promotion and protection of their rights. This right has been given a legal force in Section 3(f) of the Framework Law on Consumer Protection known as the principle of participation according to which consumers have the right and freedom to form voluntary autonomous and independent consumer associations or organizations to promote and protect or participate in the promotion and protection of their rights.

Consumers participation in public decision-making structures is further enhanced by Section 21 in that:

Consumers shall have the right and freedom to form voluntary, autonomous and independent consumer associations or organizations with well-defined domains and areas of intervention. They may participate in public decision-making structures.

However, section 22 of the Framework Law stipulates that consumer associations shall be apolitical and non-profit making groups. In performing their activities, they have to refrain from promoting commercial and/or political activities; inserting commercial advertisements in their publications; making selective commercial use of information and advice intended for consumers. Section 23, 24 and 25 of the Framework Law enumerates the objectives of consumer associations. They include:

- promoting commercial and/or political activities;
- inserting commercial advertisements in their publications;
- making selective commercial use of information and advice intended for consumers.

Section 24 on its part provides for the consumer's rights to education and information programs which shall be focused on:

- health;
- nutrition and prevention of water-and food-borne diseases, as well as food spoilage;
- food sanitation;
- environmental health;
- safety and hazards associated with products;
- standards, particularly those relating to product labelling;
- information on weights and measures, prices and quality, availability of goods and services and environmental conservation;
- laws and regulations governing consumption, notably concerning compensation for harm caused by technologies, goods and services provided.

### **Right to Redress**

Section 3(e) of the Framework law provides for the principle of redress according to which consumers have the right to full compensation for the wrongs or losses suffered which, according to this law or other regulations, shall be attributable to suppliers or providers. Individuals as well as consumers' organization or non-organization involve in consumer protection may defend the interest of a consumer for wrongs or losses suffered by suppliers<sup>[33]</sup>. These categories of persons or the injured consumer may file an action before the competent courts or arbitration bodies to defend the interests of consumers<sup>[34]</sup>. These actions can either be preventive or remedial<sup>[35]</sup>. In strengthening the position of the consumer, section 28 of the Framework Law further provides that, in any trial proceedings relating to consumer protection, the burden of evidence to the contrary of the allegations shall lie with the vendor, supplier or service provider. As a form of redress, the consumer may request the cancellation or revision of the contract, without prejudice to the right to compensation for the damage suffered<sup>[36]</sup>. Such a request must be based on hidden defects or faults affecting the quality of the technology, good or service under contract<sup>[37]</sup>. The consumer has the right to request the replacement or repair of the technology, good or service at the expense of the vendor, supplier or service provider, without prejudice to his right to compensation for the damage suffered<sup>[38]</sup>.

In the course of the repair period not exceeding 15 days with effect from the date of return of the good or discovery of a defective technology or service, the vendor, supplier or service provider must provide the consumer with an alternative good, technology or service in order not to inconvenience him. Non-compliance with this provision amounts to damages negotiated with the consumer<sup>[39]</sup>. If negotiation proves unsuccessful, the unsatisfied consumer shall have the right to appeal<sup>[40]</sup>.

### **The Cameroonian Penal Code**

The Cameroon Penal Code<sup>[41]</sup> (hereafter referred to as the PC) is a clear, simple and comprehensive exposition of all the offences codified in the Penal Code. It offers a rich, clear, learned and discerning analysis to the understanding of criminal law. The PC is that Code in which laws have been drafted which deal with criminal actions. It is well-defined and structured. Though the aim of this Code is punishment for defaulters, it is

important to note here that the Code is not too strict. In fact, the way the laws have been drafted is so encouraging bearing in mind that everybody is susceptible to committing crimes.

The bulk of provisions of the Penal Code, which concern offences against the person, are contained in chapter 1 of Part III of the Code. This chapter is entitled "the Person". The protection of consumers falls under this part. The PC indirectly protects the right to fair and responsible marketing. Section 252 of the CPC provides that any trader keeping at his place of trade or work a false weight or measure or any incorrect apparatus used for weighing or measuring his wares shall be punished with imprisonment for from fifteen days to six months or/and fine of from ten thousand to seven hundred thousand francs.

Consumer protection is also provided in section 258 of the Cameroon Penal Code. It states:

Whoever either adulterates any foodstuff, whether for human or animal consumption, or beverage or medicinal substance intended to be sold, or keeps any substance designed or fit only for the purpose of effective such adulteration, shall be punished with imprisonment for from three months to three years and with fine of from five thousand to five hundred thousand francs.

Section 258(2) is particularly concerned with the sale of defective products. It punishes the sale of adulterated, deteriorated foodstuff, beverage or medicament and also those harmful to human health. The CPC also punishes any lender demanding or taking interest or any other reward higher than the rate fixed by the law for loans of the kind in question with fine of from five thousand to one million francs. With regard to services, section 321 of the CPC punishes misappropriation of money belonging to client.

#### **Law No. 2010/012 of December 21, 2010 on Cyber Security and Cyber Criminality**

Cybersecurity and consumer protection continue to be a growing issue as well as one for concern in today's digital economy. This law, therefore, contributes to the protection of consumers in Cameroon by placing on the administration in charge of telecommunication the duty to formulate and implement electronic communications security policies taking into account technological developments and government priorities in that domain. In this respect, the administration is required to among others promote the security of electronic communication networks and information systems and monitors the evolution of issues related to security and certification activities; coordinates activities that contribute to the security and the protection of electronic communication networks and the information systems at the national level and to ensure the setting up of an electronic communication's security framework; draw up the list of certification authorities; represent Cameroon in international bodies in charge of activities related to the security and protection of electronic communication networks and information systems. In enforcing the principles of e-commerce, the government in 2012 established the National Agency for Information and Communication Strategies (ANTIC)<sup>[42]</sup>.

#### **Law No.98/013 of 14 July 1998 Against Anti-Competitive Business practices**

The substance and practice of competition law varies from jurisdiction to jurisdiction. Protecting the interests of consumers (consumer welfare) and ensuring that entrepreneurs have an opportunity to compete in the market economy are often treated as important objectives. Competition law is closely connected with law on deregulation of access to markets, state aids and subsidies, the privatization of state owned assets and the establishment of independent sector regulators, among other market-oriented supply-side policies. In recent decades, competition law has been viewed as a way to provide better public services. Robert Bork<sup>[43]</sup> argued that competition laws can produce adverse effects when they reduce competition by protecting inefficient competitors and when costs of legal intervention are greater than benefits for the consumers.

Competition law, or antitrust law, has three main elements:

- Prohibiting agreements or practices that restrict free trading and competition between businesses. This includes in particular the repression of free trade caused by cartels.
- Banning abusive behaviour by a firm dominating a market, or anti-competitive practices that tend to lead to such a dominant position. Practices controlled in this way may include predatory pricing, tying, price gouging, refusal to deal, and many others.
- Supervising the mergers and acquisitions of large corporations, including some joint ventures. Transactions that are considered to threaten the competitive process can be prohibited altogether, or approved subject to "remedies" such as an obligation to divest part of the merged business or to offer licenses or access to facilities to enable other businesses to continue competing<sup>[44]</sup>.

The 1998 law has as purpose or desire to maintain competition in the market in order to promote efficiencies and reduce prices. This law safeguards and protects consumers from large companies, especially those which engage in anticompetitive practices and exert harmful monopoly powers over consumers and competitors. This law is also meant to increase consumer choice and eliminate practices that reduce or restrict new entrants from entering into the market. The law equally prohibits agreements that have the effect of fixing prices, tariffs, rates or discounts or impeding the freedom to set those prices, tariffs, rates or discounts individually<sup>[45]</sup>. This was the case in 2011 when a local company was found guilty of anti-competitive business practices and fined a sum of 525 million<sup>[46]</sup>.

**Law No. 2010/021 of 21 December 2010, on Electronic Commerce in Cameroon**

E-commerce is fast developing in the world and Cameroon in particular. With the aim of regulating and controlling this sector, the Cameroonian legislator brought out a law on electronic commerce that is in line with the United Nations Commission on International Trade Law (UNCITRAL) Model Law on Electronic Commerce<sup>[47]</sup>.

Contract is the most privileged technique for economic exchange as such contract and electronic commerce is inevitable. The legislator has the important task of reconciling economic efficiency with contractual justice. This has to be done through the resolution of fundamental questions such as the formation of electronic commerce contracts and the plasticity of formalism attached to electronic commerce contracts through the notion of functional equivalence. The law is applicable to electronic commerce, electronic writings, electronic signatures, admissibility and evidentiary weight of data messages and formation and validity of contracts.

From the wordings of the law it is evident that the law does not only apply to e-commerce in Cameroon but also extends to the international commerce<sup>[48]</sup>. The international element can be seen when the law states that the functional equivalence of certificates and signatures delivered by certification authorities (accredited authorities) from foreign countries have the same value like certificates delivered in Cameroon, if the accredited body is recognized by a mutual agreement of recognition concluded by the competent authority of the concerned states<sup>[49]</sup>. The recognition of certificates and signatures from a foreign country is not automatic but has to be done by a text<sup>[50]</sup>. The fact that article 40(1) specifies that electronic signatures from foreign jurisdictions can be recognized means that the Cameroonian legislator has recognized the global nature of Electronic Commerce and the case to which businesses enter into the electronic market place in its efforts to strengthen the interest of consumers.

**Law No. 2010/013 Governing Electronic Communications in Cameroon and the 1998 Law on Telecommunication in Camerouns**

This law which was passed in December 2010, governs electronic communications in Cameroon and, amongst other things, aims to promote consumer's welfare by advocating for a universal service in the country. Under the law, Cameroon's telecommunications operators are required to provide "communications services of good quality, at affordable rates, and in an uninterrupted manner."

Section 4 of Law N° 98/014 OF 14 July, 1998 to govern telecommunications in Cameroon provides that persons authorized to set up a network open to the public and providers of telecommunications services, as well as members of their personnel shall be bound to keep secret the content of users' messages.

**Law No. 2015/018 of 21 December 2015 on Commercial Activities in Cameroon**

In a bid to further protect consumers of technology products, this law advocates for a balance in contract. By this, this law prohibits the seller from taking advantage of his economic skills and judgment to disadvantage the consumer odiously. In achieving this end, the Cameroonian legislator requires the seller to supply the purchaser (technology user) with qualitative, quantitative information of the entire transaction. Thus, Article 46 (1) of this Law stipulates that "every salesperson or service provider is obliged to inform consumers about the prices, tariffs and conditions of sales of goods and services". To wit, this law adds that descriptions and qualifications must be added to the list of documents made in the declarations of commercial guarantee, documents and advertising means<sup>[51]</sup>.

More so, this Law provides consumers with preventive instruments aimed at reinforcing their consent while at the same time introducing remedies against „abuses of weaknesses“ and by so doing guarantees the buyer's right to peaceful possession by obliging the seller to guarantee the peaceful and helpful possession and the actual use of the sold item during a period of 6 months for new goods and a period of three months for used goods<sup>[52]</sup>. The law also guarantees an after sale service provided by the trader or a third party. It puts the consumer at a privileged position, by giving him the power to unilaterally terminate a contract and provides punishment to manufactures and vendors of technology products who violate the provisions and commits aggressive or deceptive practices towards the consumer. In achieving this end, it applies Article 256 of the penal code on the violation of the provisions regarding price rigging<sup>[53]</sup>.

The law equally provides curative remedies to cure contractual imbalance. This could be seen in the penalties provided for in Articles 90 to 96 which include suspension to a maximum of six months, the affixing of seals leading to the temporary cessation of the activity without tax exemption, fines and seizures of products prohibited for consumption or not in conformity with the standards<sup>[54]</sup>.

**The Challenges in the Efforts aimed at Empowering Consumers in Cameroon.**

Cameroon, being a member state and signatory to the United Nations Convention on Trade and Development (UNCTAD), has adhered to a number of principles, policies and guidelines for the promotion and protection of consumers. This could be seen in the steps which she has taken to enhance consumer confidence in electronic commerce and privacy. From the judgment of an ordinary man, the Law on Consumer Protection would be a mirror image of the UN Guidelines on the Protection of Consumers but this is not the case because the Law in itself is too sparse, lack enforcement mechanisms, fails to regulate the price and quality of technology products and does not give an ordinary meaning of the word "technology". This would bring us to the purpose of this



section which is to identify and examine the loopholes of the Law on Consumer protection with respect to the advent of the digital economy.

#### **The scattered nature of the law**

In the first place, the Law is too general and sparse. This is because it does not identify the crucial issues which consumers of technology products face. The law focuses on guarding the consumer against aggressive sales, fraudulent manoeuvrings, fraudulent reticence, illegal practices, subordination of contracts to game conditions, lottery and other product subscription. The law refers only to restrictive business practices, unfair business practices, the repairs of goods and services of the merchant. The above argument in itself proves the inadequacy of the Consumer Protection Law as it does not efficiently protect consumers of technology products because the law fails to legislate against computer crime, breach of consumer privacy and illicit media content.

#### **Inadequate Enforcement Mechanisms**

This is yet another fact evincing that consumers, mostly those of technology products are not given adequate protection. The law gives room for freedom of association but in actual fact, this is not enough given that there exist just a few consumer associations some of which are ineffective. This allows the consumer of technology products to only one remedy which is litigation which would in effect not serve the consumer well in due time considering the long and time consuming court processes. This makes the protection of consumers not to be considered as a matter of utmost importance. In laying more emphasis, there is no permanent body charged with the responsibility to enforce the laws on consumer protection.

#### **Failure to regulate on the quality and price of technology products**

It is unbeatable that Cameroon is more of a consumer than a producer of technology products, reasons why her citizens depend on technological products imported into the country. This is another point to prove the ineffectiveness of the law in protecting consumers. The permissive import of low quality products leads to the free flow of low quality (second-handed) products thus, putting the consumers of technology products at levels of risk which they cannot by the judgment of an ordinary man detect. In Cameroon, most of the second handed goods are sold without user manuals and guarantees, as it is evident with the sale of secondhanded phones. This is in contravention with section 16 of the 2011 Law <sup>[55]</sup>.

More so, the vendors of such technological products themselves do not have the technological skills in determining the extent of the wear and tear or damage of the products which they let out. This is the case with second hand vehicles imported into the country. Interestingly enough, propeller engines which ply the roads emit harmful gases such as nitrogen oxides, carbon monoxides, sulphur oxides and hydrofluoric carbons which are a major cause of air pollution and consequently lead to the depletion of the ozone layer. This makes the efforts of Standards and Quality Agency (ANOR) <sup>[56]</sup> questionable as it has failed to place standards for protecting consumers by allowing the importation of low life and sub-standard technological products into the country, whose prices are determined by the rate of import tariffs.

#### **Prevalence of monopolies and anti-competitive business practices**

Despite the fact that the law on consumer protection is so loud in speaking against anti-competitive practices, there still occur traces thereof in the Cameroonian Economy. This is evident in the existence of state owned companies, which distort the competitive landscape. A glaring example could be seen with Cameroon Telecommunication which has exclusive control over national telephone and internet infrastructure, including optic fiber cables and the telephone network. These distortions of competition in the country exist with many State Owned Enterprises, that have a history with poor management and being in critical sectors, they create real risks to consumers. An example thereto is SONARA who provides the entire country's access to refined petroleum. More so, the privatization of state monopolies from 1990 has led to the creation of many regulatory agencies for the sector concerned (electricity, telecommunication, banking/finance sectors), whose power overlap with National Competition Commissions.

#### **Inadequate Digital Infrastructures**

Consumer protection policies seeks to mitigate information asymmetries between providers and consumers and other factors, such as limited bargaining power and digital literacy, that impede consumer choice, and to provide protections for vulnerable consumers. Many of these factors are exacerbated in digital commerce where consumers may have less knowledge about providers and the quality of goods and services they are offering online. Legal frameworks generally impose obligations of fairness, accountability and transparency on providers and grant consumers certain rights consistent with these values. These frameworks may be enforced by national or sector regulators or through private rights of action, sometimes with assistance from consumer advocates and industry or professional associations.

The above aspirations can only be met when the consumers have access to adequate digital infrastructures. This is because, providers of goods and services often have greater knowledge, power or resources than consumers. Providers may leverage this to dictate the terms of use of their products to their advantage and the consumer's disadvantage. This is particularly accentuated in the absence of effective competition, when consumers have few or no alternatives to the product or services that are being offered. Conversely, robust competition can incentivize providers to hide the true cost of goods and services in an effort to gain a competitive advantage.

However, Cameroon is displaying a relatively fair but feeble performance in terms of digital infrastructure, digital financial services and digital entrepreneurship compared to regional peers (and low performance compared to more advanced countries). In the 2017 ICT Development Index (IDI) of the International Telecommunications Union (ITU), Cameroon ranked only 149 of 176 countries and was the 18th ranked country in Africa.<sup>2</sup> Cameroon's IDI score highlighted only relative strengths in terms of penetration of mobile telephony and international access. The diverse financial landscape features a large number of active formal institutions (454)<sup>[57]</sup>. Yet, the Cameroon market is in the start-up stage for its digital financial services (DFS) ecosystem; financial inclusion in Cameroon has room for growth, and the usage of DFS remains low<sup>[58]</sup>. Finally, although Cameroon has one of the highest rates of early-stage entrepreneurial activity, its economy ranks in the lower tier of global assessments on entrepreneurship, innovation, and competitiveness. Doing business within Cameroon involves high costs and complex procedures: Cameroon ranks 166th among 190 economies in the 2019 Ease of Doing Business, the lowest ranking among regional competitors<sup>[59]</sup>. Mobile telephony penetration has stagnated as of 2017. Some geographic areas remain totally uncovered and Internet access remains limited. Added to the above challenges, mobile telephony and Internet retail prices appear relatively expensive, especially for low-income individuals. International connectivity remains non-competitive despite the existence of multiple submarine cables. In spite of modest progress, Cameroon still lacks the regulatory instruments and institutional capacity to ensure that every Cameroonian is digitally connected. The control of Camtel over certain parts of the value chain continues to threaten competition and expansion by other operators.

### Conclusion

The rise of the digital economy has raised unique consumer protection issues and opportunities. The availability of e-commerce and other digital transactions offers consumers a wider range of choices in potentially global markets. With more choices at their fingertips, in theory consumers can more easily and efficiently compare prices and terms, enhancing their bargaining power. While these factors may alleviate some traditional concerns of consumer protection, they exacerbate others and raise new ones. Nonetheless, the efforts by the government of Cameroon to address these challenges have been well noticed. However, to better guarantee the welfare of the consumers in a rapidly growing digital economy, the following measures are key to any success:

Firstly, there should be an improvement in the legal and regulatory environment to lower barriers to entry, especially on markets where Camtel enjoys a dominant position to increase investment in networks, lower prices, and improve the quality of digital services. A systematic approach is needed, starting with an institutional and regulatory framework to address Camtel's monopoly of connectivity infrastructure. The financial viability, or lack thereof, of operators stemming from monopoly threats leads to the concentration of limited resources in more profitable areas, risking the extension of broadband infrastructure to rural and remote areas. Beyond this, policy and regulatory instruments should target geographic areas and/or populations where there is a market failure to reduce digital divides. For the national and international wholesale markets, market dominance criteria should be defined and appropriate tools and regulatory measures implemented (cost models, catalogues of interconnection, separation of accounting, and so on). Increased operator competition would stimulate the use of existing infrastructure (such as Camtel backbone, submarine cable landing stations, and so on) and lower service prices for users.

Secondly, Update the legal and regulatory frameworks to promote the integrated and coherent development of digital platforms for e-government and e-commerce. Comprehensive legislation is needed for e-government, with regard to government data archiving, open data, and so on. A stocktaking of existing regulation would determine gaps and whether they are best addressed through new legislation or adapting and updating existing legislation. This should include assessing the implementation of existing policies on cyber data security and data protection as well as the implementation of more specific policies on ownership and licensing of government data. Measures to further the development and access to e-payment methods should be undertaken. The legal and regulatory framework for e-commerce adopted in 2010 needs updating. A fragmented approach to developing legislation should be avoided to ensure coherence.

Thirdly, there is a need to design national strategies and frameworks for cybersecurity, consumer protection, and financial inclusion. The government recognizes the roles and responsibilities of various stakeholders in the protection of Cameroonians' interests in cyberspace<sup>21</sup>, however, no steps have been taken to establish a cybersecurity strategy. It is recommended that the government establish an observatory of financial services to act as a mediator between financial service providers and consumers but also to ensure that price transparency rules are complied with. The consumer protection framework should not only focus on the financial access space but should also include e-commerce and other e-services (health, education, etc.)

### References

1. Kerber, W. Digital Markets, Data, and Privacy: Competition Law, Consumer Law, and Data Protection. Available online: [https://www.uni-marburg.de/fb02/makro/forschung/magkspapers/paper\\_2016/14-2016\\_kerber.pdf](https://www.uni-marburg.de/fb02/makro/forschung/magkspapers/paper_2016/14-2016_kerber.pdf) (accessed on 14 ay 2022).
2. *The Jungle* is a 1906 novel by the American journalist and novelist Upton Sinclair (1878–1968). The novel portrays the harsh conditions and exploited lives of immigrants in the United States in Chicago and similar industrialized cities. Sinclair's primary purpose in describing the meat industry and its working conditions was to advance socialism in the United States. However, most readers were more concerned with several

passages exposing health violations and unsanitary practices in the American meat packing industry during the early 20th century, which greatly contributed to a public outcry which led to reforms including the Meat Inspection Act.

The book depicts working-class poverty, lack of social supports, harsh and unpleasant living and working conditions, and hopelessness among many workers. These elements are contrasted with the deeply rooted corruption of people in power. A review by the writer Jack London called it "the *Uncle Tom's Cabin* of wage slavery."

Sinclair was considered a muckraker, a journalist who exposed corruption in government and business. In 1904, Sinclair had spent seven weeks gathering information while working incognito in the meatpacking plants of the Chicago stockyards for the socialist newspaper *Appeal to Reason*. He first published the novel in serial form in 1905 in the newspaper, and it was published as a book by Doubleday in 1906.

3. The Federal Food, Drug, and Cosmetic Act of 1938 (APA) is a federal law passed in 1938. The law established quality standards for food, drugs, medical devices, and cosmetics manufactured and sold in the United States. The law also provided for federal oversight and enforcement of these standards.
4. *Silent Spring* is an environmental science book by Rachel Carson.<sup>[1]</sup> Published on September 27, 1962, the book documented the environmental harm caused by the indiscriminate use of pesticides. Carson accused the chemical industry of spreading disinformation, and public officials of accepting the industry's marketing claims unquestioningly.
5. In the late 1950s, Carson began to work on environmental conservation, especially environmental problems that she believed were caused by synthetic pesticides. The result of her research was *Silent Spring*, which brought environmental concerns to the American public. The book was met with fierce opposition by chemical companies, but it swayed public opinion and led to: a reversal in U.S. pesticide policy, a nationwide ban on DDT for agricultural uses,<sup>[2]</sup> and an environmental movement that led to the creation of the U.S. Environmental Protection Agency.
6. The Cameroon Constitution of June 1972, amended by Law No. 96/6 of 18 January 1996, that some provisions were being amended and supplemented by Law No. 2008/001, of 14 April 2008.
7. Dec. CMF, aff. CMF c/ MM. Edouard Etonde Ekotto and Lamine Mbassa, July 04, 2008, www.cmf.cm; "The project proponents knowingly communicated false information...It is a well-regulated mechanism in which CMF plays a fundamental role: to ensure that the public requested, the market in general, will not be deceived in this business"; R. Nemeudeu, <ou l'urgente maîtrise des exigences du mécanisme du marché financier Camerounais>>, *Juridis Périodique*, No 85, Janvier-mars 2011, p. 56 et 57, Joseph Emmanuel Y. L.; "The balance between the parties, (2016), p. 355.
8. False advertising may take the form of inadequate information on the sales conditions, the composition of the product, its weight, availability, mode and date of manufacturing, place of origin, the conditions and results expected after use, its properties, the substantial quality of the product or service, the qualities or skills of manufacturers, re-sellers or service providers, etc see A.L. Boma, *Principles of Consumer Protection Law* (ULTRANET, Bafoussam, 2021) p. 151. See Articles 14 and 15 of *Arrêté No. 008/MINDIC/DPPM* of 7 March 1991.
9. Article 1 (2).
10. This was in accordance with Section 16 of the Constitution provides that parliament shall meet in ordinary session lasting not more than 30 days, three times each year in the months of March, June and November.
11. Law No 2011/012 of 6th May, 2011
12. *Ibid.* Section 15.
13. *Ibid.* Section 16(1).
14. *Ibid.* Section 16 (3).
15. *Ibid.* Section 17
16. *Ibid.* Section 17
17. *Ibid.* Section 18(1)
18. *Ibid.* Section 18(2)
19. *Ibid.* Section 19(1)
20. *Ibid.* Section 19(2)
21. *Ibid.* Section 20
22. Section 3(c).
23. Section 9
24. Section 13.
25. Section 32 (1) and (2).
26. Section 2.
27. *ibid*
28. *ibid*
29. Section 4
30. Section 8
31. Section 12(1).
32. Section 5(2).
33. Section 26 of the Framework Law

34. Section 27(1) of the Framework Law
35. *Ibid.* Section 27(2). Preventive action shall be that which seeks to remove the threat of infringement of consumers' rights. See section 27(3). It may be lodged only by a consumers' association or a non-governmental organization. Remedial action shall be that which stems from the infringement of the rights of a consumer or group of consumers. See section 27(4).
36. Section 31
37. Section 31(2)
38. Section 31(3)
39. Section 31(4).
40. Section 31 (5).
41. Law No 2016/007 of 12 July 2016
42. ANTIC is a Public Administrative Establishment with legal personality and financial autonomy. It is placed under the technical supervision of the Ministry of Posts and Telecommunications and the financial supervision of the Ministry of Finance.
43. The Antitrust Paradox is an influential 1978 book by Robert Bork that criticized the state of United States antitrust law in the 1970s. A second edition, updated to reflect substantial changes in the law, was published in 1993. Bork has credited Aaron Director as well as other economists from the University of Chicago as influences. Bork argues that the original intent of antitrust laws as well as economic efficiency makes consumer welfare and the protection of competition, rather than competitors, the only goals of antitrust law. Thus, while it was appropriate to prohibit cartels that fix prices and divide markets and mergers that create monopolies, practices that are allegedly exclusionary, such as vertical agreements and price discrimination, did not harm consumers and so should not be prohibited. The paradox of antitrust enforcement was that legal intervention artificially raised prices by protecting inefficient enterprises from competition.
44. Section. 4(2) of Law No. 98-13 of 14<sup>th</sup> July 1998)
45. Article 5 of Law No. 98/013 of 14 July 1998.
46. <https://www.bowmanslaw.com/wpcontent/uploads/2016/12/Guide-Competition-3> last accessed on 21/06/2022.
47. Law No. 2010/021 of 21 December 2010; In 1996 UNCITRAL brought out a model law for online consumer and commercial protection. The model law was intended to provide national legislations with a model for internationally acceptable rules that would remove legal obstacles and create a more secure legal environment for electronic transactions. The model rules have had significant international acceptance, Cameroon not left out. On the 11 of October 2017, Cameroon acceded to the United Nations Convention on the use of Electronic communications in International Contracts 2005 and it was the 90th state to do so. It entered into force on the 1st of May 2018. [www.uncitral.org](http://www.uncitral.org). This one is built on the UNCITRAL model law on electronic commerce of 2005. It must be stated that model laws do not have the same legislative weight like a convention and states are free to adopt the law as it stands or base their law using the model law as it is.
48. Law No. 2010/021 of 21 December 2010, on Electronic Commerce in Cameroon
49. *Ibid* Article 40 (2)
50. *Ibid* Article 3 (1),
51. Article 42(2) of the Law of December 21, 2015: “any description of the characteristics and qualities of a good or service made in documents and means of advertising, as well as any statement of commercial or communicated to the consumer shall be deemed to be an integral part of the contract relating to the goods and services”.
52. *Ibid*, article 51.
53. Article 256 of the Cameroonian Penal Code stipulates that: “A prison sentence of two months to two years and a fine of 400,000 to 20 million francs shall be imposed on any person who, by any fraudulent means, causes the artificial increase or decrease of the price of goods or public or private securities”
54. Article 90(2) of the Law of December 21, 2015
55. Section 16 of Law No. 2011/012 of May 26, 2011 states that: Any locally product or imported technology or good must be inspected, tested and measured by the relevant authority to ensure that, its consumption and compliance with national, international, environmental, health and safety standards.
56. <https://min-midt-gov.com/standards-and-quality-agency-anor/>. Last accessed on the 23/06/2022.
57. <https://pubdocs.worldbank.org> > DE4A-Cameroon. Last accessed on 24/06/2022.
58. *ibid*
59. *ibid*