Consumers Online: Privacy, Security and Identity

Abstract

The purpose of this paper is to identify the privacy, security and identity issues facing both consumers and small business in the business to consumer (B2C) e-commerce environment. Twenty websites of small businesses based in Australia are examined to assess whether the content on these websites conform with legal obligations. The study found that many of the websites examined appear not to be complying fully with their obligations under fair trading guidelines and legislation and contracts with merchant facility providers.

1. Introduction

This paper explores the legal obligations owed to consumers by small businesses in relation to the sale of goods and services over the Internet. The specific issues explored are the obligations to consumers in respect of protection of personal information, the implied contractual rights under the *Trade Practices Act* 1974 (Cth) and other fair trading legislation to be met by merchants when selling to consumers, and the obligations agreed to by merchants when they contract with banks and other merchant facility providers to provide Internet payments via credit cards.

A related project,¹ which is attempting to identify the issues that small business face in respect of identity, privacy and security, found that the small business operators often struggle to understand and comply with their obligations to consumers under agreements with their credit provider, consumer protection legislation and the *Privacy Act* 1988 (Cth). And yet, online purchasing is expanding. The percentage of Australian adults who use the Internet to purchase goods and services has increased from 27 per cent in 1999 to 31 per cent in 2004/2005, with travel accommodation and tickets being the most popular items ordered or purchased via the Internet (Australian Bureau of Statistics 2005).

However, the Australian Bureau of Statistics (ABS) reported that while businesses with Internet access grew from 63 per cent in 1998 to 89 per cent in 2005, and businesses with a website increased from 6 per cent in 1998 to 27 per cent in 2005, the percentage of businesses that received orders via the Internet grew from six per cent in 2002 to 13 per cent in 2003 and has remained steady at 12 percent in 2004 and 2005 (Australian Bureau of Statistics 2006).

A consumer is more likely to undertake an online transaction with a business that they can trust (ACCC 2004; Chen and Dhillon 2003). This trust can be related to a business’s ability to fulfill promises made to the consumer or to a business acting in a consistent, reliable and honest manner (Chen and Dhillon 2003, p 303). The presence of a website can convey some sense of a business’ trustworthiness to consumers. If the website is the only means a business has to interact with consumers, its appearance and structure can either encourage or discourage a consumer’s purchasing intentions (Chen and Dhillon 2003, p 310).

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With business to consumer (B2C) electronic commerce increasing, it is important that both consumers and small businesses are familiar with and understand their legal obligations and rights. This study is an attempt to identify where the key issues might lie and to suggest ways to address them.

2. Outline of the Study

The websites of 20 Australian small businesses which either sold goods and services and/or provided information about goods and services via the Internet were selected for the study. Table B provides an overview of the businesses examined. They are not identified by name but are described according to the types of goods sold or services offered. Eleven sold goods online while seven provided information only and two allowed online ordering.

We made an overall assessment about whether the website complied with The Australian Guidelines of Electronic Commerce (the Guidelines), published by the Federal Department of Treasury to provide guidance to online businesses about a range of issues, including the handling of payment security and privacy of personal information.

The websites were also examined to determine what terms and conditions and disclaimers, if any, were imposed by merchants on the sale of the goods or services or the provision of information, how they addressed the protection of personal information provided by consumers, and whether the sites complied with the merchant facility provider’s terms and conditions.

3. Good Practice Guidelines for On-Line Businesses

The Australian Guidelines of Electronic Commerce (the Guidelines) focuses on fair business practices to be adopted in the online environment, specifically on how information is made available to consumers, how payments are kept secure, general authentication mechanisms, how privacy of personal information is ensured and about how to resolve disputes. A copy of the Guidelines can be located at http://www.treasury.gov.au/contentitem.asp?NavId=&ContentID=1083.

Other countries such as the United Kingdom have also adopted guidelines to assist businesses that distance sell such as selling goods to consumers via the Internet to comply with the Consumer Protection (Distance Selling) Regulations (DSRs) (Department of Trade and Industry and Office of Fair Trading 2006). The most recent amendments to the UK distance selling regulations introduced a mandatory return and refund right which is not available under Australian legislation. Given that when purchasing via distance selling, goods are brought unseen this amendment allows consumers access to an automatic right to return goods for any reason and receive a full refund (Outlaw News 2006).

The Guidelines are not meant to be legally binding. Rather, they spell out minimum standards to be used. They use words, terms and phrases such as ‘enough information’, ‘clear and easily accessible information’ which allows businesses considerable scope in how to implement the Guidelines.

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2 See page 12.
For this project, we focused on seven sections of the Guidelines dealing with fair business practices, business identification details, contractual information between the business and consumer, consumer privacy, security and authentication.

Section 15 of the Guidelines refers to state and territory fair trading legislation and the *Trade Practices Act* and states that a business must ensure:

15.2 not make false or misleading representations about the goods or services they supply;

15.5 make sure that the goods supplied correspond with the description of the goods;

15.6 goods supplied are of merchantable quality and fit for any purpose made known to the supplier by the consumer; and

15.7 ensure that services supplied are rendered with due care and skill and are reasonably fit for any purpose made known to the supplier by the consumer.

Eleven of the websites examined had a reference to a disclaimer. Of these 11, five appeared not to have met the minimum standard set out in s15 of the Guidelines by attempting to exclude liability in relation to engaging in misleading representations to consumers, merchantable quality, or fitness for purpose. Fair trading practices and meeting legal obligations under the *Trade Practices Act* are discussed in more detail in section 4 of this paper.

The Guidelines under ss 23, 23.1, and 24 to 24.4 require that businesses provide consumers with accurate and easily accessible identification details such as name, address, contact details and Australian Business Number. All 20 websites reviewed provided their business name, address and contact details and six provided their Australian Business Number.

Sections 25 and 26 require that a business provides enough information that is clear accurate and easily accessible about terms, conditions and costs of a transaction to enable consumers to make informed decisions. The websites were examined in respect to whether terms and conditions were provided and details of delivery costs and cost of goods given. Of the 20 websites reviewed, 17 sites provided terms and conditions. Of the 14 sites that are retail businesses, all 14 provided information on the cost of goods and delivery. In respect to whether a business provided enough clear, accurate and easily accessible information to allow a consumer to make an informed decision was not reviewed.

Section 37 of the Guidelines require that

Businesses should respect consumers' privacy when dealing with personal information and should provide consumers with clear and easily accessible information about the way they handle personal information.

In respect of providing consumers with information about how personal information is handled, of the 20 websites examined, 12 provided a privacy policy with all the policies discussing how personal information of customers would be handled. Whether the information was clear and accessible was not considered.
In respect to section 42.1 of the guidelines which requires that:

...consumers have access to information about the security and authentication mechanisms the business uses in clear, simple language which helps consumers assess the risk in relying on those systems.

Of the 11 businesses we examined which sold goods online, nine provided secure payment facilities, via Secure Socket Layer (SSL), one had an expired security certificate and one site said that they provided security but it could not be located. Of the nine that provided secure payment facilities, four encrypted all details of the transaction including personal details and five only encrypted the payment details. Six used 128 bit encryption and three used 256 bit. Only two small businesses used Paypal and Paymate (an Australian version) which offer easy security protection for small businesses. The Paypal and Paymate payment systems both use Secure Sockets Layer (SSL) protocol with an encryption key length of 128-bits.

Table B provides an overview of the features of each of the 20 websites reviewed. Each website was classified by function and each was checked for a privacy policy, terms of use, a disclaimer, level of security and payment options available. The level of security and payment option was relevant if the website provided online sales.

Given that the Guidelines provide a minimum standard for businesses to adopt in respect to fair business practices within an online environment, the Guidelines should be promoted more widely to the small business community and web designers as small business operators often rely on web designers to provide content for websites to met fair business practice obligations.


Consumer protection legislation applies equally whether the sale occurs face to face, by telephone or over the Internet. Respecting consumers’ rights makes good business sense to any business trading online as consumers are more likely to deal with an online trader that they trust and an important element of this is a web site that provides clear information including terms and conditions (ACCC 2004). However, it is also a legal obligation. The Trade Practices Act imposes certain conditions on businesses when they provide goods or services to consumers which are to be implied into every consumer transaction. These implied terms are that the goods correspond with their description, are of a merchantable quality and are fit for the purpose for which they are to be used. The relevant sections are as follows:

70(1) - Goods to comply with description

Where there is a contract for the supply (otherwise than by way of sale by auction) by a corporation in the course of a business of goods to a consumer by description, there is an implied condition that the goods will correspond with the description, and, if the supply is by reference to a sample as well as by description, it is not sufficient that the bulk of the goods corresponds with the sample if the goods do not also correspond with the description.
71(1) – Merchantable Quality

Where a corporation supplies (otherwise than by way of sale by auction) goods to a consumer in the course of a business, there is an implied condition that the goods supplied under the contract for the supply of the goods are of merchantable quality...

71(2) – Fitness for Purpose

Where a corporation supplies (otherwise than by way of sale by auction) goods to a consumer in the course of a business and the consumer, expressly or by implication, makes known to the corporation or to the person by whom any antecedent negotiations are conducted any particular purpose for which the goods are being acquired, there is an implied condition that the goods supplied under the contract for the supply of the goods are reasonably fit for that purpose ...

Section 68(1) of the Act states that these implied terms cannot be excluded and that any term or condition that ‘purports to exclude, restrict or modify or has the effect of excluding, restricting or modifying’ the implied terms is void.

It is obviously very important when buying goods over the Internet which have not been viewed personally but which are described on the website, perhaps with an accompanying photograph, that the goods one receives are the same as the goods described and pictured. As well, a consumer should be able to rely on the description of the purposes/function of the goods as well as expect to receive goods that are not defective or damaged in any way.

There are two other sections in the Act which are important to consumers. The first, s 52(1), states that:

52(1) - Prohibited Conduct

A corporation shall not, in trade or commerce, engage in conduct that is misleading or deceptive or is likely to mislead or deceive.

The second, s 53(1), prohibits making false and misleading representations about a product or services:

53 – False or Misleading Representation³

A corporation shall not, in trade or commerce, in connexion with the supply or possible supply of goods or services or in connexion with the promotion by any means of the supply or use of goods or services:

(a) falsely represent that goods are of a particular standard, quality, value, grade, composition, style or model or have had a particular history or particular previous use;...

(g) make a false or misleading representation concerning the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy...

³ The sub sections provided under s 53 are incomplete. The section has 11 sub sections.
In 2003, the Australian Competition and Consumer Commission (ACCC) conducted a review of the top 1000 Australian Consumer websites focusing on the terms and conditions of sales being offered to consumers (ACCC 2004). With the percentage of consumers in Australia purchasing or ordering goods and services over the Internet growing, a concern for the ACCC is that businesses may be trying to limit their liability in a way that is not permitted under the Trade Practices Act.

The online terms and conditions and disclaimers of websites were examined in regard to the accuracy of the information, such as whether the goods purchased correspond to their description on the website, and whether the business attempted to limit its liability by excluding the implied terms within the Trade Practices Act. Trying to exclude statutory warranties and conditions within online terms and condition or disclaimers ‘may mislead consumers about their rights and risk breaching ss 53(g) and 52 of the Trade Practices Act’ (ACCC 2004, p.4). As well, a business may be breaching s 68(1) of the Act if it attempts to exclude the implied terms in ss 71(1) and (2) in relation to the quality or the purpose of the good.

In our study, 17 of the websites examined had a statement of terms and conditions, with 11 of these sites either having a reference to a disclaimer within the terms and conditions or a stand alone disclaimer. Of these 11, five appeared to have breached their legal obligations to consumers by attempting to exclude liability in relation to goods complying with their description, merchantable quality, fitness for purpose, engaging in misleading or deceptive conduct or misleading representations to consumers in such sections as ss 52(1), 53(a), 70(1), 71(1) and 71(2) of the Trade Practice Act.

Below are two examples of disclaimers from the websites examined that appear to have breached s 68(1) by excluding the implied terms in s 70 (1) and (2) relating to merchantability and fitness for a particular purpose:

Example One: Disclaimer of Warranty

Customer and prospective customer access to this website is provided on as "as is" basis and without warranty of any kind, whether expressed or implied including without limitation, warranties of merchantability, fitness for a particular purpose or title.

Example Two: Disclaimer

To the best of our knowledge, the information is accurate and current. However, Company A does not make any representation or warranty as to the accuracy or completeness of the information.

You further acknowledge and agree that Company A will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you, or on behalf of you, through the website.

To assist with the understanding and meeting of legal obligations under the Trade Practices Act, in respect to online terms and conditions it would be beneficial for small
business operators if the ACCC produce information guides containing examples of appropriate disclaimers to be used on websites. The guides could be distributed when a business or company name is registered via state offices of fair trading or the Australian Securities and Investment Commission.

5. Merchant Obligations Associated With Online Trading

In the online environment, banks are prepared to bear the risk of online credit card fraud when it affects consumers as long as consumers abide by the rules of use. For instance, the Commonwealth’s NetBank website says the Commonwealth ‘guarantees the safety of your money as long as you keep to the NetBank terms and conditions’. However, online businesses, rather than banks, generally bear the risk of credit card fraud. The Diners Club Terms and Conditions, for example, state in Clause 9.4 that:

Diners Club is not liable to you for any loss that you suffer, incur, pay or are liable for relating to your use of an Approved Electronic Commerce Service or a Charge in relation to which Diners Club issues an Approval Code through an Approved Electronic Commerce Service (p 17).

Other Merchant agreements with banks (for VISA or Mastercard) and with American Express (AMEX) contain similar statements.

In addition to the imposition of risk, a number of other terms and conditions are imposed on merchants through their agreements with the credit card providers. Typically, merchant agreements require a merchant to obtain authorisation for credit card transactions, to keep information about customers confidential, to abide by the Privacy Act, and to keep information secure.

Usually banks and credit card providers specify what a merchant should place on their website and how they keep information secure. For instance, the ANZ Merchants’ Agreement provides at Clause 17 that the merchant’s website should contain:

- a description of the good or services offered
- a returns and refund policy
- a customer service contact, including electronic address and or telephone number, and the merchant’s physical address
- any export or legal restrictions
- a delivery policy, including the delivery cost; and
- a privacy policy, including the Merchant’s policy on dealing with Cardholder information.

Some credit card providers require the merchant to retain information about transactions for set periods. For instance, ANZ requires 30 months retention (ANZ 2006, clause 9 iii).

Also ANZ requires that the cardholder’s information must be kept in a secure environment with restricted access (clause 14.1 ii) and states:

The Merchant must not sell, purchase, provide or exchange any information or document relating to a cardholder, a cardholder’s account number or a transaction to any person other than the ANZ, the Nominated Card issuer or as required by Law (clause 14.1 i).

It is likely that other banks require similar content.
In respect of complying with the above requirements, the websites we examined varied considerably

<table>
<thead>
<tr>
<th>Number of Websites Studied</th>
<th>Number of Websites - Sell Online</th>
<th>Number of Businesses - Merchant Relationship</th>
<th>Number of Websites - No Descriptions of Goods</th>
<th>Number of Websites - No Return/Refund or Delivery Policy</th>
<th>Number of Websites - No Contact Details of Business</th>
<th>Number of Websites - No Privacy Policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>11</td>
<td>9</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>6</td>
</tr>
</tbody>
</table>

As the table above indicates, of the sites examined, 11 sold goods online, and nine of those 11 accepted payment by Visa or Mastercard which indicates a merchant relationship with a bank. Using the ANZ merchant agreement which is a typical example of an agreement, we examined whether the nine sites had complied with other obligations under clause 17 of the agreement. Of the nine, two may have breached clause 17 because they either did not have a returns or refund policy or a delivery policy indicating delivery cost.

Of these nine sites, only six had a privacy policy, which may also be in breach of clause 17. All six privacy policies appear to meet the obligation to include the Merchant’s policy on dealing with the cardholder’s information within the privacy policy, however, the non-application of the Privacy Act to small businesses, which is discussed in section 6 below, complicates the situation for consumers.

There are usually further requirements placed on online merchants. AMEX requires, in Clause 3 of their Special Conditions, that a merchant will have a privacy policy, will use firewalls and encryption, will provide audit reports to AMEX, manage employee access to confidential client data, and will routinely test systems. In particular, all card member payment details must be stored using Triple DES Encryption.

It also states that a merchant may store card numbers, card expiration dates and authentication information (passwords, pin numbers, etc) for future transaction processing (Clause 1). It requires online transactions to:

(i) have the website enabled with SSL
(ii) follow AMEX protocols

Diners Club (DC) states it may approve Internet orders where the merchant:

(1) uses, as a minimum, 128 bit public key encryption; and
(2) provides appropriate levels of:
   (A) data storage;
   (B) authentication
   (C) data integrity;
   (D) physical security;
   (E) maintenance; and
   (F) technical support (Diners 2006, Clause 9.1).

Of the 11 websites that sell goods online, nine appear to meet the requirements imposed by Amex (clause 1.i) and Diners Club (clause 9.1) by providing secure payment facilities using Secure Socket Layer (SSL) with six using 128 bit encryption and three using 256 bit.
6. Protecting Consumers’ Privacy

Generally, a business with a turnover of $3 million or less is exempted from the operation of the Privacy Act 1988 (Cth) (the Privacy Act) and so is exempt from having to comply with the National Privacy Principles (NPPs) which set out guidelines for handling personal information.

In its Shopping Online report, the ACCC quoted from a small business website:


This clause was found on a website selling to consumers. The Information Privacy Principles in the Privacy Act would not be relevant as they are applicable only to Federal government agencies and not to private sector businesses. And, as noted above, merely stating that one complies with an Act doesn’t actually make that Act applicable to the business. The Privacy Act, in its application to small business, actually exempts them from its operation.

With many small businesses struggling to understand their obligations to the Privacy Act and using web designers to create privacy policies, below is an example of an appropriate privacy policy from a web site examined that could be used by a small business that is exempted from the Privacy Act but wants to inform consumers on how their personal information will be collected, used, stored and disclosed by the business.

Your details are confidential and you will never receive unsolicited mail as a result of registering with Company A. The only information we collect about you is as given when you register or order. This information is used to enhance your shopping experience, resulting in a more personalised service for you. We are fully committed to protecting your privacy.

Any personal information that you submit will be used simply to process your orders and is protected by our secure server. You can also choose to receive information via our Newsletter, notifying you of important changes to our site or offering you special promotions.

We are not involved in the selling, trading or alternative unauthorised use of personal information. We promise that we will not pass on your personal details to any other organizations.

It is our promise that there is nobody more important to us than you, and that we will provide you with absolute shopping privacy.

As previously discussed, of the 20 websites examined, 12 had a privacy policy with all of the policies discussing how the personal information of customers would be handled. Of those 12, five mentioned that if the privacy policy of the business was changed, customers would be notified generally be placing a prominent notice on the website. Below is an appropriate example from a website examined highlighting that if changes are made to the privacy policy, customers will be notified.

Company A will occasionally update this privacy statement. When we do, we will also revise the “last updated” date at the top of the privacy
It is recommended that every time the privacy policy of the business is altered, customers are made aware of the change as it could affect the way their personal information is collected, stored, used or disclosed by the business.

7. Recommendations

Based on the review of only 20 websites, it is not possible to make any generalisations about small businesses in particular. It is possible, however, to address some of the issues found with the websites.

While the small businesses we examined generally had secure sites for accepting customer financial details, they were less likely to have websites that fulfilled the normal conditions imposed by the *Trade Practices Act* and merchant contracts.

Most of the websites we examined belonged to very small business operators. Some had purchased their websites from web designers and they had relied completely on the designer to meet their legal obligations in respect of the *Trade Practices Act*, the *Privacy Act* and, in many respects, their contractual agreements with their bank or similar credit provider.

Oner recommendation is to increase awareness of web designers about obligations imposed on businesses by legislation and contract law. The ACCC, for instance, could undertake a media campaign targeting this group which explains the operation of the *Trade Practices Act*, in particular in respect to attempts to limit liability to implied conditions within the Act and its application to small businesses and how to design an appropriate disclaimer. Online posts on the topic to the web design communities could be undertaken relatively inexpensively. In addition, a media campaign aimed at small businesses and the contents of the terms and conditions and privacy policies would seem overdue.

Also, there needs to be a sustained media campaign focusing on consumers. While the ACCC and the state and territory fair trading entities provide well written guides to complying with the *Trade Practices Act*, accessible online, there still needs to be more. The focus of the campaign could be on highlighting that a business can not limit their liability by attempting to remove any implied conditions within the *Trade Practices Act* such as all goods purchased must be of a merchantable quality and fit for a particular purpose. This would be beneficial to both consumers and small business operators.

Introducing web seals of approvals onto websites may provide a level of “trust branding” to consumers shopping on a website. Consumer Affairs Victoria in 2005 released a report which examined web seals of approval and their potential to enhance consumer confidence by promoting good online practices and encouraging compliance with consumer protection laws. The report found the awareness of web seals is low and it is difficult to distinguish between web seal schemes. It also highlighted that web seals would not be a guarantee towards security or ensuring secure online payment options. Consumer Affairs Victoria’s working party nevertheless recommended that consumer affairs agencies develop consumer and business awareness products about web seals to supplement existing e-commerce information (Consumer Affairs Victoria 2005).
8. Conclusion

Ultimately small business operators are responsible for complying with their legal obligations to consumers under consumer protection legislation as well as complying with the terms and conditions of their merchant agreements. They need to ensure that any terms and conditions provided to consumers complies with the legislation. They also need to read and understand their merchant agreements and be aware of how these agreements apply to them online. The Treasury Department also needs to promote their Australian Guidelines for Electronic Commerce more widely as well.

People use the Internet because it is a convenient way to locate information or to buy goods and services. Studies have shown that convenience will override individual’s security and privacy concerns (Singh and Beekhuyzen 2006; Centre for International Economics & Edgar, Dunn and Company 2006). Those studies, however, examined banking and found that the trust people had in their bank eased their concerns over security and privacy. It is therefore important that online small businesses attempt to create such trust for themselves and on the part of consumers.
<table>
<thead>
<tr>
<th>Type of Website</th>
<th>Function</th>
<th>Privacy Policy</th>
<th>Terms of use</th>
<th>Disclaimer</th>
<th>Security Level</th>
<th>Payment options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food store</td>
<td>Online Sales</td>
<td>No</td>
<td>Information on delivery and postage only</td>
<td>No</td>
<td>Certificate expired (SSL): RC4 128 bit</td>
<td>Credit Cards (CC)</td>
</tr>
<tr>
<td>Clothing store</td>
<td>Online Sales</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>None (although it says it does)</td>
<td>Credit Cards</td>
</tr>
<tr>
<td>Clothing store</td>
<td>Online Sales</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>SSL: AES-256 bit</td>
<td>Credit Cards</td>
</tr>
<tr>
<td>Cards</td>
<td>Online Sales</td>
<td>No</td>
<td>Information about postage only</td>
<td>No</td>
<td>SSL: AES-256 bit</td>
<td>Paymate</td>
</tr>
<tr>
<td>On-Line Florist</td>
<td>Online Sales</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>SSL: RC4 128 bit</td>
<td>Credit Cards</td>
</tr>
<tr>
<td>Shopping guides</td>
<td>Online Sales</td>
<td>No *</td>
<td>At the Remo site</td>
<td>No</td>
<td>SSL: RC4 128 bit</td>
<td>Credit Cards</td>
</tr>
<tr>
<td>Chocolate store</td>
<td>Online Sales</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>SSL: RC4 128 bit</td>
<td>Credit Cards</td>
</tr>
<tr>
<td>Cake store</td>
<td>Online Sales</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>SSL: RC4 128 bit</td>
<td>Credit cards, bank deposit, cheque, money order</td>
</tr>
<tr>
<td>Chemist</td>
<td>Online Sales</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>SSL: RC4 128 bit</td>
<td>Credit Cards</td>
</tr>
<tr>
<td>Book store</td>
<td>Online Sales</td>
<td>No</td>
<td>Limited advice about ordering</td>
<td>No</td>
<td>SSL: RC4 128 bit</td>
<td>cheque, money order, credit card</td>
</tr>
<tr>
<td>Jams</td>
<td>Online sales</td>
<td>No</td>
<td>Only information about Australian postage</td>
<td>No</td>
<td>SSL: AES-256 bit</td>
<td>Paypal</td>
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<tr>
<td>Clothing store</td>
<td>Online ordering</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>SSL: AES-256 bit</td>
<td>N/A</td>
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<tr>
<td>Pet store</td>
<td>Information and resource</td>
<td>Yes</td>
<td>For use of the website only</td>
<td>Yes</td>
<td>SSL: AES-256 bit</td>
<td>N/A</td>
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<tr>
<td>Athlete management</td>
<td>Info only</td>
<td>No</td>
<td>No</td>
<td>No</td>
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<tr>
<td>Electronic technology</td>
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<td>No</td>
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<td>Dentist</td>
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<td>Yes</td>
<td>Yes, about use of website only</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Solicitors</td>
<td>Info only</td>
<td>No</td>
<td>Disclaimer about relying on information on site</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Financial Planner</td>
<td>Info only</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
<td>No</td>
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<td>Florist</td>
<td>Info only</td>
<td>Yes</td>
<td>Disclaimer and copyright notice</td>
<td>Yes</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
References

ACCC, 2004, *Shopping Online*,


ANZ Merchants General Conditions, 2006,


Diners Club Merchant Terms and Conditions, 2006,


Paymate, ‘Supported Browsers’,

Paymate, ‘What is Paymate’,

Privacy Act 1988 (Cth).

