



International Journal of Multidisciplinary Research and Growth Evaluation.

Protecting Consumer Rights when Using Logistics Services in E-Commerce under Vietnamese Law

Nguyen Thi Thu

Faculty of Commercial law, Ho Chi Minh City University of Law, Vietnam

* Corresponding Author: **Nguyen Thi Thu**

Article Info

ISSN (online): 2582-7138

Volume: 06

Issue: 04

July - August 2025

Received: 22-05-2025

Accepted: 23-06-2025

Published: 06-07-2025

Page No: 230-235

Abstract

The global surge of the Fourth Industrial Revolution (Industry 4.0) has accelerated the transformation of the digital economy and led to the emergence of shared economic models and the shift from traditional commerce to e-commerce. As a result, the supply chain has become increasingly complex to meet the diverse needs of consumers. Logistics plays a vital role in ensuring the seamless and continuous flow of goods and commercial activities. E-commerce logistics, in particular, has emerged as an inevitable trend and a vital link in the modern supply chain. However, due to the novelty of the field, the automation of logistics processes, along with the involvement of multiple parties, various technical the novelty of automating logistics operations, along with the involvement of multiple parties, various potential technical issues (information system errors, customer data leaks) and legal problems (subject errors, abuse, unauthorized trade of customer information) have risen, potentially infringing upon consumer rights when using logistics services. In this context, the article focuses on researching the legal liability of entities involved in the service supply chain, the mechanisms for storing data messages, and the confidentiality of consumer information by logistics businesses during service provision and ultimately offers recommendations for enhancing the protection of consumer rights when using these services.

DOI: <https://doi.org/10.54660/IJMRGE.2025.6.4.230-235>

Keywords: Consumer Rights Protection, Logistics In E-Commerce, E-Commerce, Supply Chain, Digital Economy

Introduction

With the rapid development of the digital economy, e-logistics (or logistics conducted via electronic platforms) have emerged as a response to the demand for effective supply chain management and the flexibility required in e-commerce. Digitized logistics services, including transportation, delivery, and payment, are essential and indispensable components of e-commerce, catering to consumers in the B2C (business-to-consumer) e-commerce model. The activities of logistics businesses and other entities involved are partly or wholly established on electronic platforms and technical infrastructure, which creates a distinction and edge of e-logistics compared to its traditional counterpart. Currently, e-commerce logistics encompassing various common, frequent, and continuous activities to meet consumers' online shopping needs accounts for approximately 7.8–8% of the country's total retail and consumer service revenue, reaching an estimated 20.5 billion USD ^[1].

However, consumers remain a disadvantaged party in their relationship with business organizations and individuals, especially in transactions conducted via electronic means, due to the unique and complex nature of the technology involved. Any objective or subjective technical errors, human errors, or information system failures can cause damage to consumers and lead to disputes, depending on the extent and specific nature of each service stage (delivery, transportation, preservation, payment, etc.).

¹ Vietnam E-commerce and Digital Economy Agency (2023), Vietnam E-commerce Report 2023. Source: <https://idea.gov.vn/default.aspx?page=document>.

Therefore, both technological infrastructure and legal regulation are essential and must operate in tandem to govern this service sector effectively.

The current legal regulations governing logistics are largely based on provisions applicable to traditional logistics. These include the logistics service framework outlined in the 2005 Commercial Law ^[2] and specialized legal provisions. According to these regulations, logistics service contracts conventionally only involve two parties: the service provider (business entity) and the service user (customer). Furthermore, the regulations on the rights and obligations of the parties do not yet adequately account for the technological factors applied during the establishment and execution of logistics services. Regarding business conditions, Decree No. 163/2017/ND-CP dated December 30, 2017, stipulates that if logistics services are conducted electronically, they must comply with e-commerce regulations ^[3]. Meanwhile, decree No. 52/2013/NĐ-CP dated May 16, 2013 (amended and supplemented by Decree No. 85/2021/NĐ-CP 8 dated September 25, 2021) regulating e-commerce has not fully addressed all forms of e-commerce activities ^[4]. This has resulted in omissions regarding the obligations of logistics service providers when acting as a link in the supply chain. Additionally, while the 2023 Law on Consumer Rights Protection 2023 outlines the responsibilities of organizations and individuals conducting business in remote transactions and online transactions ^[5], these regulations have only laid out the principles without specific implementation mechanisms. This shows that legal provisions are outdated, their feasibility and legal synchronicity are limited, and they have failed to keep pace with the growth of digitalization. Logistics services in electronic environment differ from traditional logistics in terms of their operational principles, execution methods, and the diversity of participating entities in electronic transactions: (1) 1. Activities are conducted predominantly on websites and mobile applications over the internet and telecommunications networks (LTE, EDGE, 5G) via electronic devices (smartphones, laptops, tablets); (2) The participating entities are diverse and share responsibilities across different service stages, including: e-commerce website service providers, sellers, logistics companies (forwarders), delivery personnel (shippers), and payment service intermediaries (Momo, Zalopay, Paypal) ^[6]. These differences represent the advantages and flexibility of e-commerce logistics. However, e-commerce logistics introduces more entities into the complex logistics service supply chain, making it difficult to define the legal responsibilities of each entity when consumer rights are violated. This particularly deepens the consumer's disadvantage due to limited technological knowledge.

Based on this context, the article focuses on analyzing the following issues. *Firstly*, the legal relationships arising when consumers use logistics services in e-commerce, thereby defining the legal responsibilities of logistics businesses and other entities towards consumers. *Secondly*, the responsibilities of e-commerce logistics businesses to store

data messages, which serve as evidence in dispute resolution to protect consumers. *Thirdly*, the responsibilities of logistics service providers to protect consumer data in electronic environments. The research aims to enhance the legal protection of consumer rights when using e-commerce logistics services and to improve legal regulations by addressing current regulatory gaps for this type of service.

1. Legal liability of Logistics Businesses and Other Entities to Consumers in E-commerce

1.1 Current Reality

Within the digital economy and e-commerce ecosystems, multiple actors are involved in the supply chain of goods and services to consumers. The presence of logistics service providers is particularly important in optimizing the flow of goods to consumers. However, it is necessary to determine the legal liability among these entities in relation to consumers to protect their legitimate rights and interests. The following scenarios will help analyze this:

Scenario 1: Mr. A wanted to purchase a laptop. He placed an order on the Shopee e-commerce platform and paid via the Momo e-wallet. GrabExpress was designated as the logistics service provider to deliver the product to his registered address.

In this scenario, we can see that the supply chain for the laptop will be completed with the participation of the following entities: (1) The laptop company (seller); (2) Mr. A (buyer); (3) Shopee Co., Ltd., the e-commerce service provider which operates the e-commerce platform; (4) M_Service JSC., the provider of the Momo intermediary e-wallet payment service; (5) Grab Co., Ltd., a logistics business responsible for transportation and delivery.

If Mr. A receives the goods and discovers the product is damaged, lost, or has a cracked screen, etc., and he cannot determine the point at which the damage occurred -whether it was during handover by the seller or in transit by the logistics provider. Even if the goods are determined to be damaged during transportation and the fault lies with the carrier, the question arises: which party is responsible to the consumer for compensation for damages and losses? Is it the seller, Grab Co., Ltd., or Shopee Co., Ltd.? It can be seen that Mr. A and the seller are parties to the goods sales contract established through the Shopee e-commerce platform. The rights and obligations of the parties are governed by civil law provisions on property sales. This contract includes an agreement on the delivery location as provided by the buyer. Meanwhile, there is no contractual relationship between the buyer (Mr. A) and Grab Co., Ltd. The choice of logistics service provider for delivery to the buyer is not specified or negotiated by the buyer but is rather decided by the seller or the e-commerce platform ^[7]. Therefore, in case of loss, damage, or non-conformity of goods with the contract, even if the cause cannot be determined (whether by the seller or the logistics service provider, or even if caused by the carrier), there needs to be an entity responsible to the consumer, and that must be the seller. This is because the

² Section 4, Chapter VI of 2005 Commercial Law (Law No.36/2005/QH11) dated June 14, 2005.

³ Clause 2, Article 4 of Decree No. 163/2017/ND-CP.

⁴ Article 25 of Decree No. 52/2013/NĐ-CP.

⁵ Article 37 and 39 of the 2023 Law on Protection of Consumer rights (Law No. 19/2023/QH15) dated June 20, 2023.

⁶ Vu Viet Tien (2025), The freight forwarding services in e-commerce in Viet Nam from legal perspective, International Journal of Multidisciplinary

Research and Growth Evaluation

https://www.allmultidisciplinaryjournal.com/uploads/archives/20250404131501_MGE-2025-2-212.1.pdf

⁷ Shopee Co., Ltd. (2025), Introduction on Shopee's shipping methods.

Source:<https://banhang.shopee.vn/edu/article/7412>.

damage arises from the goods sales contract with the seller, and no legal relationship exists between the consumer and the logistics service provider that would establish mutual rights and obligations of the parties. Moreover, consumers are in a position of disadvantage and are generally less equipped to engage in prolonged multi-party disputes with intertwined and complex rights and obligations. Therefore, the seller—being a direct party to the contract—should bear responsibility for compensating the consumer. The remaining parties, depending on the respective legal relationships established between them, shall resolve their respective liabilities according to relevant legal provisions.

Scenario 2: Mr. C placed a food order via the GrabFood application operated by Grab Co., Ltd.. He paid using the ZaloPay e-wallet and received the delivery from a Grab delivery shipper. It can be seen that the parties involved are: (1) The seller; (2) Grab Co., Ltd., which acts both as the e-commerce platform service provider and logistics service provider operating on an application platform; (3) Mr. C, the buyer and the customer using logistics service for food delivery; (4) ZION JSC, the provider of the mobile payment service and ZaloPay e-wallet.

If the buyer (Mr. C) receives goods from the logistics service provider Grab, but finds it spoiled, of poor quality, or it does not meet food hygiene and safety standards, causing damage to Mr. C's property, life, and health. In such a case, the question of liability arises: Should the seller or the logistics service provider be held responsible for compensating the consumer for damages? There are many reasons why food may become damaged, spoiled, of poor quality, or contaminated, not meeting food safety regulations and causing harm to consumers: Firstly, (i) due to the improper processing, packaging, or preservation of goods and failing to ensure food safety and hygiene by the seller. In this case, the goods were already spoiled before the Grab driver picked them up; Secondly, (ii) due to the delivery person, who directly received the goods and fails to properly preserve them according to the relevant standards, or due to unintentional or intentional actions affecting the goods, or because the delivery person takes multiple orders at once, leading to delayed delivery and damaged goods, resulting in reduced quality. In this case, the goods spoiled and deteriorated in quality after the Grab driver received them. Thirdly, (iii) the cause of damaged and/or unsafe goods for consumer health lies with both the seller and the transportation service provider.

In this situation, the consumer has contractual relationships with both the seller and the logistics service provider. In the goods sales contract, the consumer is the buyer while the user of the e-commerce platform service on the Grabfood application is the seller. The seller has an obligation to ensure the quality of goods and to ensure the safety of the consumer's life, health, and property when using their goods (Clause 1, Article 445 of the 2015 Civil Code; Clause 1, Article 4 of the 2023 Law on Protection of Consumer rights). If the seller's goods are unsafe or of good quality and cause damage to the consumer, the seller is liable to compensate the consumer for damages (Clause 1, Article 445 of the 2015 Civil Code; Clause 5, Article 4 of the 2023 Law on Protection of Consumer Rights). As a result, if the goods are damaged, of

poor quality, or unsafe due to the seller's fault, the seller must be liable to the consumer. Furthermore, in the relationship with Grab Co., Ltd., Mr. C is the user of the logistics services, and Grab Co., Ltd. is the service provider. Grab company, therefore, is obligated to receive, transport, and deliver goods to Mr. C in full and in a safe and timely manner to the designated location and Grab is also responsible for compensating the consumer for any loss or damage to the goods (Article 534 of the 2015 Civil Code; Clause 1 and 5, Article 4 of the 2023 Law on Protection of Consumer Rights). Therefore, in this case, if the goods are lost, damaged, or of poor quality due to the fault of the carrier, Grab is responsible for compensating the consumer. However, consumers are disadvantaged, especially in remote transactions, as they do not directly receive goods from the seller to inspect their quality, nor do they have sufficient knowledge or ability to determine or prove at which stage the goods were damaged or became unsafe, whether by the seller or the carrier, to demand accountability from that entity. In such a situation, when the party at fault for causing damage to the consumer cannot be identified, the consumer's rights are severely infringed. Therefore, to protect consumer rights, the law needs to clearly specify the party liable to the consumer.

Additionally, it is important to mention the legal position of delivery personnel (shippers) and ride-hailing drivers, who typically act as independent contractors to the logistics companies and receive commissions under commercial cooperation agreements^[8]. Therefore, these individuals are only responsible to the logistics companies, which are responsible to the consumers. The selection of delivery personnel and ride-hailing drivers through the application is random, determined by the electronic data and automated information system of the logistics company.

1.2 Proposals and Recommendations

As presented and analyzed above, the authors propose the following recommendations:

***For Scenario 1:**

In cases where consumers purchase goods through an e-commerce platform and the goods are lost, damaged, or do not conform to the contract, regardless of whether the damage is caused by the seller or the carrier (including carriers designated by the seller or the e-commerce platform), the law should clearly and explicitly stipulate that the seller must be held responsible to the consumer. This is because the damage arises from the goods sales contract with the seller, and there is no legal relationship between the consumer and the logistics service provider upon which mutual rights and obligations can be established. Furthermore, as the disadvantaged party in the transaction, the consumer often lacks the capacity to participate in a prolonged, multi-party dispute involving intertwined and complex rights and responsibilities. Therefore, the seller, as a party to the sale of goods contract, must be responsible for compensating the consumer for damages must be. Other parties (including the seller, the logistics service provider, and the e-commerce platform operator) shall resolve their respective liabilities among themselves according to the legal relationships established between them and applicable legal provisions.

⁸ Hương Huyền (2024), Tài xế xe công nghệ: Đối tác kinh doanh hay người lao động? Báo Người Lao động. Source: <https://nld.com.vn/tai-xe-xe-cong-nghe-doi-tac-kinh-doanh-hay-nguoi-lao-dong-19624052909435233.htm>

*For Scenario 2

In cases where the consumer cannot determine whether the cause of damaged, poor-quality, or unsafe goods originates from the seller's breach or from the logistics service provider's delayed delivery or improper storage, leading to damaged goods, quantity shortages, poor quality, and harm to the consumer, the consumer has the right to demand compensation from either of the two aforementioned parties. The seller and the e-commerce logistics business, depending on their contract agreements and relevant legal provisions, shall apportion their responsibilities and reimburse each other for the damage compensated to the consumer. In other words, in this situation, the e-commerce logistics service provider—Grabcar (which is also an e-commerce platform service provider—Grabfood)—and the seller on the e-commerce platform are jointly responsible to the consumer. This is justified by the following:

- *Firstly*, the consumer simultaneously has contractual relationships with both parties: the seller and the logistics service provider. The electronic contract has been established between the logistics business and the consumer, and between the consumer and the seller through the online ordering function, at the time the merchant accepts the customer's offer to enter into a contract ^[9]. Both parties—the seller and the logistics service provider—have a close relationship. The seller uses the e-commerce platform to sell goods and pays fees. The logistics service provider is also the owner of the e-commerce platform, organizing, managing, receiving payment for goods (the amount collected from online payments by customers through e-wallets, Visa cards, bank transfers, etc.), and delivering the seller's goods to the buyer. Therefore, all parties have sufficient conditions, capacity, ability, and obligation to control and manage their activities to ensure the quality and safety of goods and services from production to the consumer.
- *Secondly*, consumers are disadvantaged, especially in remote transactions, where they do not directly receive goods from the seller to inspect their quality. Consumers also lack sufficient knowledge or ability to determine or prove at which stage the goods were damaged or rendered unsafe (the seller's or the carrier's) to demand accountability from that party. Moreover, through delivery services, the logistics service provider directly receives the goods and has sufficient conditions and capacity to inspect and monitor the goods for the consumer. Therefore, to ensure consumer rights in this case, the law needs to clearly stipulate the joint responsibility of the logistics service provider and the seller for any losses or damage suffered by the consumer.

2. Responsibility for Storing Data Messages of E-commerce Logistics Businesses

1.3 Current Reality of Data Storage

To protect their legitimate rights and interests when infringed, consumers have the right to file a lawsuit demanding compensation for damages. However, consumers need evidence to prove the existence of a contractual relationship with the business organization or individual, the

act of violating obligations, and the damage they incurred. Unlike traditional transactions, the partial or complete establishment and execution of contracts through electronic means make it difficult or impossible for consumers to collect data messages on electronic platforms as evidence because:

- (1) Technical and technological understanding barriers are the reason why consumers cannot access or know how to store and retrieve data messages. *For example: how to store electronic documents, electronic data, product information, legal events, and retrieve data from electronic devices, etc.*
- (2) Barriers to understanding electronic evidence leading to data messages with legal and probative value being ignored or deleted. *For example: orders, transaction history, payment transaction statements are not properly backed up, leading to loss of electronic data, inaccessibility, or lack of content integrity, etc.*
- (3) Most transactions on website platforms and applications are stored by logistics companies in their information systems (servers). Therefore, unintentional or intentional acts leading to system errors or data loss will render all data messages invalid or permanently lost.

It is important to note that all information, data, and documents created, sent, received, and stored on electronic platforms by electronic means are legally recognized as data messages ^[10]. These data messages may serve as admissible evidence in legal proceedings ^[11]. Therefore, the proper collection and storage of data messages by consumers is critical in protecting their rights. The question arises: how are data messages stored when consumers use logistics services on electronic platforms? How are data messages extracted? To answer these questions, it is necessary to differentiate between data messages created by the business and data messages created by the parties within the information system.

Data messages created by logistics businesses include general transaction policies, operating regulations, contract offer notices, etc. These are created and stored by the business in its information system (e.g., websites, applications) and can serve as evidence and a legal basis for resolving disputes. However, in reality, these data messages are not stored in a uniformed manner. *For example, information about transportation and delivery services for consumers of Grab is stored on the website www.grab.com, while online ordering and order tracking features are integrated within the Grab mobile application.* This leads to difficulties in accessing information. When data is nested within complex interface menus (regulations on the application are displayed in a parent-child folder structure), it becomes even more time-consuming and difficult for users to access and save relevant data.

Data messages created by the parties involved can serve as evidence, and the creator is legally responsible for that data message. However, all data messages are created and stored within the information system of the logistics business, and they do not leave the system. *For example, when a consumer orders a Grab ride (an offer to enter into a contract), the Grab application responds with driver, vehicle, and pick-up time information (an acceptance of the offer to enter into a contract). This is the moment the electronic contract is concluded and moves to the performance stage.* All these data

⁹ Article 19 of Decree No. 52/2013/ND-CP.

¹⁰ Clause 4, Article 3 of the 2023 Law on Electronic Transactions (Law No. 20/2023/QH15) dated June 22, 2023.

¹¹ Article 11 of the 2023 Law on Electronic Transactions (Law No. 20/2023/QH15) dated June 22, 2023.

messages are created, transmitted, and stored exclusively on Grab's information system (this is different from email, which involves two different information systems). Therefore, if the information system encounters an issue due to intentional or unintentional error, the consumer may be unable to retrieve or store data messages for use as evidence. Furthermore, the integrity and completeness of data messages are important factors in determining objective truth or the fault of the parties. For instance, using Shopee's delivery service, the consumer may track the shipment via a tracking function. However, once the delivery is completed, the system no longer displays the shipment details. Or, if a ride-hailing driver does not pick up a customer but does not cancel the trip themselves, forcing the customer to cancel, the information system only records the customer's booking and cancellation but not the driver's failure to pick up^[12]. Thus, data messages used as evidence can be lost or incomplete depending on the logistics business's information system. Additionally, current legal provisions governing data preservation remain largely formalistic and do not provide mechanisms that allow consumers to retrieve comprehensive data messages of a transaction.

1.4 Proposals, Recommendations, and Solutions

Given the aforementioned reality, the authors propose the following recommendations and solutions:

Firstly, the law should provide detailed regulations establishing a mechanism for storing data messages as a mandatory business condition for e-commerce logistics businesses. This mechanism must ensure the ability to store, access, and maintain the content integrity of each transaction. *Examples include Relational Databases (RDBMS) and Time-Series Databases (TSDB), etc.*

Secondly, the law must mandate that data messages be stored by an independent third party to ensure the objectivity, evidentiary value of data messages and access to data messages when needed. Examples include large cloud service providers (CSPs) of VNPT Cloud, Viettel IDC, etc.

Thirdly, the regulations should detail the certification of electronic contracts and data messages, in accordance with Decree No. 52/2013/ND-CP and data message certification services according to the 2023 Law on Electronic Transactions to ensure the legal validity and evidentiary value of data messages for dispute resolution.

Fourthly, parties involved in e-commerce logistics should be encouraged to ensure the integrity of data messages in electronic transactions by measures such as digital signature certification services, timestamping services, etc.

2 Responsibility of E-commerce Logistics Businesses to Protect Consumer Information

2.1 Current Reality of Consumer Information Security

According to the 2024 Vietnam Cybersecurity Report, the total amount of data sold or leaked in the transportation industry was 15,571,196 GB^[13]. Meanwhile, the 2024 Cybersecurity Research and Survey Report, conducted by the Technology Board of the National Cybersecurity Association

in December 2024 found that among individual users, 66.24% of users confirmed that their information had been used illegally, and 73.99% believed that their data was leaked due to disclosing personal details during online purchases^[14]. These alarming figures highlight that the protection of consumer information remains inadequate and falls short of ensuring consumer rights.

Currently, logistics businesses play a very important role in the flow of goods in e-commerce. Most consumer purchase and service transactions through electronic means in general and e-commerce websites in particular involve logistics businesses. Therefore, in addition to the sellers and e-commerce platform service providers, logistics businesses also have an obligation to protect consumer information. However, in reality, significant shortcomings remain in ensuring consumer information security:

Firstly, the information systems of logistics businesses are not adequately secured. Errors from businesses and their personnel lead to consumer data leakage and theft by hackers. One of the underlying causes is the lack of mandatory legal requirements for logistics businesses in e-commerce to implement consumer data protection protocols.

Secondly, consumer information is often misused or shared without oversight by logistics businesses. Scenario 1 above demonstrates the simultaneous participation of many entities in an electronic transaction (seller, logistics business, intermediary payment service provider, delivery personnel). This increases the risk of consumer information access potentially being misused, and consumers often lack knowledge or control over where their personal data is stored or how it is used. Decree No. 13/2023/ND-CP dated April 17, 2023 on personal data protection stipulates the management measures, technical measures to be implemented by organizations and individuals related to personal data processing, and the rights of data subjects^[15]. However, these regulations are only general, whereas information security requires standardized and technical requirements to be effective.

Thirdly, logistics businesses often engage in excessive tracking of consumer location and behavior on application platforms, such as requiring users to enable location and tracking features on smartphones. This creates potential risks of unconsented surveillance or unlawful data collection, often without the consumer's awareness or understanding.

2.2 Proposals and Solutions

Protecting consumer information should not solely rely on regulations regarding the behavior and responsibilities of personal data controllers, data processors, data controllers and processors, and third parties registering and declaring personal data processing. Instead, effective data protection must be built upon clear and enforceable technical requirements as follows:

- (1) It is necessary to stipulate mandatory standards and technologies for technical infrastructure for e-commerce logistics businesses (similar to Public Key Infrastructure (PKI) technology used in digital signature certification

¹² Nguyễn Thị Thu Thủy (2025), Ai chịu trách nhiệm khi tài xế công nghệ từ chối chở khách, Kinh tế Sài Gòn Online. Source: <https://thesaigontimes.vn/ai-chiu-trach-nhiem-khi-tai-xe-xe-cong-nghe-tu-choi-cho-khach/>

¹³ NCS (2024), 2024 Vietnam Cybersecurity Report. Source: <https://ncsgroup.vn/wp-content/uploads/2025/01/NCS-Bao-cao-an-ninh-mang-2024.pdf>

¹⁴ National Cybersecurity Association (2024), 2024 Cybersecurity Research and Survey Report. Source: <https://www.nca.org.vn/news/detail/bao-cao-tong-ket-an-ninh-mang-nam-2024-khu-vuc-nguoi-dung-ca-nhan?l=vi>

¹⁵ Article 9 and 26 of Decree No. 13/2023/ND-CP on personal data protection.

services). Examples include standards such as TCVN ISO/IEC 27001:2019, TCVN 7562:2005, TCVN 11930:2017; Endpoint Security technology, User and Entity Behavior Analytics (UEBA), etc. These regulations aim to limit the leakage of consumer information and enables logistics businesses to meet digital transformation requirements according to Decision No. 749/QĐ-TTg of the Prime Minister approving the "National Digital Transformation Program until 2030".

- (2) E-commerce logistics businesses must be required to establish and publicly disclose their regulations on consumer information usage and protection as well as the joint responsibility of related entities (similar to the regulations of e-commerce platforms and certification regulations of digital signature certification service providers). This would provide a legal basis for defining the responsibilities of parties in using consumer information, with the logistics business bearing primary responsibility.
- (3) A new legislation documents (a decree, circular) should be issued to regulate logistics activities via mobile applications, with particular emphasis on limiting invasive features that compromise user privacy without consumer consent, such as automatic location tracking and location requests, etc.. This regulation will promote healthy technological innovation and development without infringing on privacy and support the long-term interests of the economy, businesses, and consumers alike.

Conclusion

The Fourth Industrial Revolution has ushered in transformative technologies across all sectors worldwide, including global supply chains, e-commerce, the digital economy, and notably, the logistics industry. The evolution from traditional logistics to e-logistics within the e-commerce ecosystem is an inevitable development.

Changes in business models and the integration of modern technology into business operations has enabled logistics enterprises to enhance competitiveness and generate substantial economic value. At the same time, however, it has given rise to increasingly complex legal issues, requiring the legal system to adapt swiftly and effectively to the development of digital technologies.

The article has identified the legal responsibilities of each entity involved in e-commerce logistics activities, thereby regulating the responsibility of logistics businesses in each legal relationship, especially their relationships with consumers. Issues concerning the storage of data messages as evidence to protect consumers when their rights are infringed and information abuse and consumer data security have also been analyzed. Through a detailed analysis of their causes and current realities, the article has proposed recommendations and solutions to improve the protection of consumer rights when using logistics services in the digital economy./.

References

1. National Assembly of Vietnam. Civil Code No. 91/2015/QĐ13 [Internet]. 2015 Nov 24. Available from: <https://thuvienphapluat.vn/van-ban/Bo-may-hanh-chinh/Bo-luat-dan-su-2015-296215.aspx>
2. National Assembly of Vietnam. Law on Protection of

- Consumer Rights No. 19/2023/QĐ15 [Internet]. 2023 Jun 20. Available from: <https://thuvienphapluat.vn/van-ban/Bao-ve-quyen-loi-nguoi-tieu-dung/Luat-Bao-ve-quyen-loi-nguoi-tieu-dung-2023-515364.aspx>
3. National Assembly of Vietnam. Law on Electronic Transactions No. 20/2023/QĐ15 [Internet]. 2023 Jun 22. Available from: <https://thuvienphapluat.vn/van-ban/Cong-nghe-thong-tin/Luat-Giao-dich-dien-tu-2023-515365.aspx>
4. National Assembly of Vietnam. Commercial Law No. 36/2005/QĐ11 [Internet]. 2005 Jun 14. Available from: <https://thuvienphapluat.vn/van-ban/Thuong-mai/Luat-thuong-mai-2005-14-2005-QĐ11-5468.aspx>
5. Government of Vietnam. Decree No. 52/2013/ND-CP on e-commerce [Internet]. 2013 May 16, amended 2018 Jan 15 and 2021 Sep 25. Available from: <https://thuvienphapluat.vn/van-ban/Thuong-mai/Nghi-dinh-52-2013-ND-CP-thuong-mai-dien-tu-190426.aspx>
6. Government of Vietnam. Decree No. 163/2017/ND-CP on logistics services business [Internet]. 2017 Dec 30. Available from: <https://thuvienphapluat.vn/van-ban/van-tai/Nghi-dinh-163-2017-ND-CP-kinh-doanh-dich-vu-logistics-361573.aspx>
7. Government of Vietnam. Decree No. 13/2023/ND-CP on personal data protection [Internet]. 2023 Apr 17. Available from: <https://thuvienphapluat.vn/van-ban/Cong-nghe-thong-tin/Nghi-dinh-13-2023-ND-CP-bao-ve-du-lieu-ca-nhan-515366.aspx>
8. Vietnam E-commerce and Digital Economy Agency. Vietnam E-commerce Report 2023 [Internet]. Hanoi: Ministry of Industry and Trade; 2023. Available from: <https://idea.gov.vn/bao-cao-ecommerce>
9. Vu VT. The freight forwarding services in e-commerce in Viet Nam from legal perspective. *Int J Multidiscip Res Growth Eval*. 2025;6(3):45-62.
10. Nguyen TTT. Ai chịu trách nhiệm khi tài xế công nghệ từ chối chở khách [Who is responsible when ride-hailing drivers refuse passengers]. *Kinh tế Sài Gòn Online* [Internet]. 2025 Jan 15. Available from: <https://thesaigontimes.vn/ai-chiu-trach-nhiem-khi-tai-xe-xe-cong-nghe-tu-choi-cho-khach/>
11. Huong H. Tài xế xe công nghệ: Đối tác kinh doanh hay người lao động? [Ride-hailing drivers: Business partners or employees?]. *Người Lao Động* [Internet]. 2024 May 29. Available from: <https://nld.com.vn/tai-xe-xe-cong-nghe-doi-tac-kinh-doanh-hay-nguoi-lao-dong-19624052909435233.htm>
12. NCS. 2024 Vietnam Cybersecurity Report [Internet]. Hanoi: NCS Group; 2024. Available from: <https://ncsgroup.vn/wp-content/uploads/2025/01/NCS-Bao-cao-an-ninh-mang-2024.pdf>
13. National Cybersecurity Association. 2024 Cybersecurity Research and Survey Report [Internet]. Hanoi: NCA; 2024. Available from: <https://www.nca.org.vn/news/detail/bao-cao-tong-ket-an-ninh-mang-nam-2024-khu-vuc-nguoi-dung-ca-nhan?l=vi>
14. Shopee Co., Ltd. Introduction on Shopee's shipping methods [Internet]. 2025. Available from: <https://banhang.shopee.vn/edu/article/7412>