UUM JOURNAL OF LEGAL STUDIES
https://e-journal.uum.edu.my/index.php/jls

How to cite this article:
Mohammed Ibrahim Al Rezan., Md. Mostafa Hosain., & Mohammad Ershadul Karim. (2025). User acceptance of terms & conditions and privacy policy: A legal analysis of the position of food delivery mobile apps in the Malaysian context. *UUM Journal of Legal Studies, 16*(1), 130-149. https://doi.org/10.32890/uumjls2025.16.1.8

USER ACCEPTANCE OF TERMS & CONDITIONS AND PRIVACY POLICY: A LEGAL ANALYSIS OF THE POSITION OF FOOD DELIVERY MOBILE APPS IN THE MALAYSIAN CONTEXT

[1]Mohammed Ibrahim Al Rezan, [2]Md. Mostafa Hosain & [3]Mohammad Ershadul Karim.
[1,2&3]Faculty of Law, University of Malaya, Malaysia
[1]College of Law, King Faisal University, Saudi Arabia
[2]School of Law, BRAC University, Bangladesh

[3]*Corresponding author: ershadulkarim@um.edu.my*

Received: 2/3/2024 Revised: 5/11/2024 Accepted: 7/11/2024 Published: 31/1/2025

ABSTRACT

Mobile applications, which are popularly known as 'mobile apps' are software applications generally used on wireless computing devices such as smartphones or tablets. Since tech giant Apple's launch of the iPhone in 2007, these mobile apps are getting more attention across nations with the advancement of mobile internet, smartphone technologies, and navigational services. Food delivery mobile apps (FDAs) facilitate convenient and quick food delivery to customers and provide restaurants with better opportunities to generate more revenue without having to increase the seating capacities of their brick-and-mortar outlets. Nevertheless, with these FDAs, users face a myriad of legal problems, including consent mechanisms and the acceptance of the terms and conditions (T&Cs) and privacy policies (PPs). These one-sided conditions warrant investigation from the perspective of consumer protection. This paper aims to uncover the T&Cs and PPs used in the FDAs popular in Malaysia from the perspective of consumer protection and privacy rights, based on the standards of contracts. By adopting a qualitative legal research methodology and analyzing primary and secondary literature, the research has developed several standards and grouped them under the headings of *contract standards, contract changes* and *contract termination* to evaluate the T&Cs and PPs of nine of the most popular FDAs in Malaysia. The study analysed the content of the T&Cs and PPs of these FDAs to explore whether they "comply", "partially comply", or "do not comply" with the standards developed. The study found that the FDAs failed to comply with these standards, highlighting legislative shortcomings that indicate a lack of supervision in app development processes and compliance. The paper concludes by offering

recommendations for policymakers, which included increasing supervisory and monitoring capacity and reforming the relevant legal framework in the future. As the number of FDA users and the frequency of online food ordering have sharply risen in Malaysia, this study is highly relevant for examining the legal aspects, particularly regarding the T&Cs and PPs of these apps.

Keywords: Consumer protection, personal data protection, privacy policy, standard contract, terms and conditions.

INTRODUCTION

Mobile applications (or mobile apps) were originally introduced as personal digital assistants in the 1980s and have become an integral part of the daily life of modern netizens in the web 3.0 ecosystem since 2010 (Strain, 1983). The mass-level access to mobile apps has facilitated the fulfilment of human needs by transitioning many tasks from physical formats to virtual platforms. The social distancing, lockdown and isolation measures during the COVID-19 pandemic led consumers to rely exclusively on online means to purchase essential items (Atikah, 2022). During this time, delivering food from restaurants to the doorsteps of consumers helped mitigate the business losses of restaurants and had contributed significantly to generating profits (Kumar & Shah, 2021).

The online food delivery system operates in two forms. First, restaurants develop their own applications, and food is delivered through their in-house teams to the consumer, such as in the operations of Domino's or Pizza Hut. Second, third-party applications or platforms, for example Grab, Uber, Food panda, etc., facilitate the delivery of food from restaurants to customers. This second type is termed food delivery apps (FDAs) and is defined as "app-based services which enable consumers to order food with the apps of their smartphone connected to internet and get it delivered to their doorsteps" (Kumar & Shah, 2021). The popularity of third-party platforms stems from the variety of options offered, allowing consumers to order food from multiple restaurants in a single transaction and receive all the items simultaneously.

To order food, users first must download the App, install it on their smartphone or tablet, and then open an account. In doing so, users must accept the T&Cs and PPs of these apps. This constitutes an adhesion contract, a pre-prepared, fine-print form contract crafted by one party in advance (Zhang, 2008). App users are consumers who cannot negotiate contract terms, having only the option to accept or reject the entire contract (Wilkinson-Ryan, 2017). The one-sided T&Cs and PPs often include unfair provisions that contravene standards designed to protect consumer rights, for example, contract language, data and PPs, and the nature of user consent (Elshout et al., 2016; Huckvale et al., 2019). Singapore courts have already found in several instances: unfair practices, as in the case of *Consumers Association of Singapore v Garraway Enterprises Ltd Singapore Branch* (2009), SGDC 193; misleading conduct as in *Freely Pte Ltd v Ong Kaili* (2010), 2 SLR 1065; and defective goods as in *Speedo Motoring Pte Ltd v Ong Gek Sing* (2014), 2 SLR 1398. These cases serve to illustrate that unreasonable contractual terms may constitute unfair practices (Booysen, 2016).

Generally, a mistake is not a defense in contract law, and user acceptance to T&Cs and PPs in online services presents numerous challenges. Such acceptance involves more than mere consent, given that T&Cs and PPs encapsulate contractual terms and agreements, future amendments, and termination clauses (Huckvale et al., 2019; Robol et al., 2019; Singh et al., 2023). Further, acceptance without understanding the content and consequences of acceptance, or discouraging users from reading or

viewing the content may impact informed consent underlying these contracts, potentially leading to further legal repercussions for consumers (Hanlon & Jones, 2023). Like their counterparts in other parts of the world, there are reasons to believe that Malaysian consumers also seldom read the T&Cs and PPs in clickwrap agreements for various reasons. However, once an electronic contract is formed, consumers are bound under the Electronic Commerce Act, 2006. As demonstrated in *United Overseas Bank (Malaysia) Bhd v Lee Yaw Lin & Anor* [2016] 4 MLRA 69, it is the consumers' duty to review the T&Cs and PPs, and failure to do so does not absolve them from the contractual agreement. While this is understandable, it is also clear that in the digital landscape, service providers (e.g. FDAs) craft lengthy, jargon-filled T&Cs and PPs, making it difficult for consumers and food vendors to read and comprehend these terms before giving their consent (Benoliel & Becher, 2019). In light of increasing netizen numbers using FDAs, enhanced consumer protection and administrative oversight have become necessary (Bakar et at., 2018).

Malaysia, often promoted as "Truly Asia", is renowned as a 'food paradise' due to its vibrant cultural diversity, with locals famous for appreciating exotic foods. Many companies offer food delivery services through apps or website, which are regulated by the Malaysian Communications and Multimedia Commission (MCMC). FDAs are expanding rapidly, accompanied by inherent challenges (Yeo et al., 2021). Within the legal framework addressing contractual obligations, Malaysia's Contract Act, 1950, lacks specific provisions regulating unfair contract terms (Zeno, 2019). In contrast, the United Kingdom (UK) and Singapore have enacted the Unfair Contract Terms Act, 1977 and the Unfair Contract Terms Act, 1994, respectively. Malaysia does not have any separate statute to deal with unfair contract violations. However, two principal statutes — the Consumer Protection Act, 1999 (CPA), and the Personal Data Protection Act 2010 (PDPA) — contain relevant provisions for evaluating T&Cs and PPs in Smartphone apps, specifically FDAs.

User consent is pivotal in the context of valid contracts. In Malaysia, T&Cs and PPs should align with CPA and PDPA requirements. Section 6 (1) of the PDPA states: "A data user shall not— (a) in the case of personal data other than sensitive personal data, process personal data about a data subject unless the data subject has given his consent to the processing of the personal data". This provision reinforces the user's right to provide informed consent. Nonetheless, numerous issues have surfaced which necessitate an evaluation of the current legal framework and practices. Research indicates that the present consent standards in the digital sphere are inadequate (Tassé & Kirby, 2017). Additionally, there are no uniform standards for assessing various T&Cs and PPs in apps and FDAs. Thus, establishing standards for T&Cs and PPs is essential to ensure compliance with the relevant laws and protect consumer rights (Benjumea, 2022). To the best of the authors' knowledge, no such research exists in the Malaysian context, highlighting a gap in knowledge and the need for further research.

Against this backdrop, the present paper aims to examine the legal aspects of consumer acceptance of T&Cs and PPs in Malaysia FDAs and provide recommendations for legal reform. This study addresses two key questions. *First*, to what extent is consumer acceptance of T&Cs and PPs in FDAs aligned with Malaysian consumer protection and privacy laws? *Second*, what legal measures can be adopted to strengthen consumer protection?

LITERATURE REVIEW

The advantage of accessing the virtual world and thereby minimizing life's hurdles does not always yield the desired outcomes, despite recognition of this easy access of cyberspace as a 'win-win'

mecahnism (Al-Daboubi & Alqhaiwi, 2022). The legal complexities inherent in online platforms are unique. Local laws have encountered unforeseen challenges in providing solutions to legal issues related to jurisdictions, contractual obligations, protection of consumers' rights, etc. The protection of consumers engaging with online platforms is a significant and prioritized concern for the state. With respect to FDAs, individuals operating intermediary platform often remain unknown to both consumers and sellers. The entire process of transactions and delivery is governed by black-and-white policies, dictating individuals' roles and responsibilities. In such circumstances, it is incumbant upon the government to enact approprite laws and policies. Literature reveals that consumers often lack knowledge regarding policies, quality of service, and the overall operation, as well as the *modus operandi* of their rights in the virtual world (Ghapa & Kadir, 2021).

While literature on consumer protection is abundant, legal standards analysing T&Cs and PPs in FDAs are limited, especially in the context of Malaysia. It is useful to consider notable contributions from Western legal systems regarding T&Cs and PPs, and consumer protection standards. Studies in western jurisdictions indicate that consumers prefer online ordering for convenience and flexibility. Regarding personal data protection and privacy in FDAs, the General Data Protection Regulation (GDPR) in Europe and statutes such as the California Consumer Protection Act 2018 (CCPA) in United States of America (USA) set robust standards for consumer protection. Keeble et al. (2022) interviewed 22 UK adults in 2020 who used online food delivery services on at least a monthly basis in the previous year. Participants reported not using online delivery for healthy food, though they viewed it as a convenient practice with minimal effort due to optimised purchasing processes. Ribeiro C. J. (2018) conducted 12 in-depth interviews and an online survey of 202 participants and found that factors such as the design of apps, online convenience, perceived control, visual design, and order accuracy influenced consumers' apps use. Privacy and security concerns were identified as pivotal barrier of consumer engagement with FDAs.

Torkildson A. (2024) opines that food delivery services in general are multifaceted, encompassing issues like data protection, food safety regulations, local health and safety codes, service provider standards, and compliance with food and drug administration requirements to ensure licensed vendor deliveries. Consumers' personal data protection is paramount and requires careful attention.

Data and privacy protection are crucial to building consumer trust and avoiding legal repercussions. The European GDPR and various state laws, such as the CCPA of the USA are key to safeguarding consumer data in FDAs. These laws specify how user information and payment details should be collected, stored, processed, and shared. Compliance with the GDPR and the CCPA is necessary to protect users from fraud, misinformation, and unfair practices (Torkildson A., 2024). Following the GDPR's coming into force, Shah (2018) analysed the privacy policies of gaming apps for children in Europe, the US and Canada, and found issues related to age verification, data use, and legal compliance. Parker et al (2019) reviewed privacy aspects of 61 mental health apps and discovered that about half of these lacked privacy policies, and the apps requested data permissions to collect data unrelated to app functionality. Benoliel and Becher (2019) evaluated the readability of consumer contracts (sign-in-wrap agreements) on 500 popular US websites. Their study used sentence length and syllable count, and revealed contract readability challenges for American users. Obar & Oeldorf-Hirsch (2020) investigated T&Cs and PPs and found that users often ignore these contracts, viewing them as nuisance. Huckvale et al. (2019) evaluated depression and smoking cessation applications across twenty-seven privacy related criteria. The research found numerous privacy and disclosure infringements. They reported that over 90% of applications transmit user data to third parties without informing users. Fowler et al. (2020) assessed the readability of fifteen menstruation-tracking Smartphone apps using three criteria and found

that the apps were difficult for users to understand and access. Thus, it is apparent that even in developed countries, consumers do not take the T&Cs and PPs seriously, despite their legally binding nature.

From the perspective of consumers, it is reassuring that regulators have acted as watchdogs, imposing fines on non-compliant service providers. However, from the service provider perspective, understanding regulatory responsibilities can be challenging. Consequently, regulators and organisations have proposed standards for developing T&Cs and PPs. Before assessing the standards applied in the present paper, it is useful to briefly discuss relevant standards.

Standards provide an effective solution for T&Cs and PPs by serving as a tool to detect violations and acts as a compliance safeguard. Standards support legal protection for smartphone apps users (Shah, 2018). Standards may be officially issued by government agencies or developed by researchers. Notable standards developed by government agencies include the National Safety and Quality Digital Mental Health (NSQDMH) standards 2020 of Australia. Secondly, Canadian regulators have developed standards to govern apps and websites in the digital environment called Canada's Standard on Web Accessibility, 2011 to "ensure a high level of Web accessibility is uniformly applied across Government of Canada websites and Web applications". Thirdly, the UK's standard on National Health Service (NHS) regulates digital health and care products, including health apps, through its own standards. Fourthly, New Zealand regulators have also developed many health standards to be used in the development of apps, and the list of such approved standards include Connected Health standards, Identity standards, etc.

For the purpose of the present paper, some criteria were drawn from international instruments such as the European GDPR 2016, a global standard in personal data protecttion, the CPA, 1999, and the PDPA, 2010, while others were adapted from academic research. For instance, Huckvale et al. (2019) assessed several consumer protection standards related to contract changes in smartphone apps including its brevity and reliance on a scientific source which has been developed as 'date of policy' standard, and Benjumea et al. (2020) contributed standards on the right to withdraw consent.

In the Malaysian context, researchers have examined issues such as unfair terms in consumer contracts, consumer protection through information regulation theory, online food delivery purchasing behaviour, company privacy policies in line with the PDPA, and the data protection laws on consumer protection. However, no study has focused specifically on FDAs' T&Cs and PPs from a legal perspective.

Abdullah et al. (2022) analysed Malaysian and Singaporean consumer contracts thourgh the lens of unfair terms theory. The authors argued that legislative and regulatory objectives should support and attract consumers. Through comparative methodology, they examined unfair terms and practices legislation in both countries, noting Malaysia's consumer protection framework under the Contracts Act 1950, the Sale of Goods Act 1957, and the CPA 1999. The deficiencies in offering protection to consumers in Malaysia under the CPA is according to the authors perceived as the clawless nature of section 2 (4), which projected the CPA as supplemental on regulating contractual relations and warrants criticism. The authors pointed out that the CPA refers to 11 procedural unfairness circumstances and 5 situations of substantive unfairness (Abdullah et al., 2022).

Zulkupri et al. (2022) highlights consumers' rights to informed choice and other theories in nano food consumption in Malaysia. The authors, realizing the lack of legislative arrangements on the right to informed choice in the food legislation in Malaysia, discussed consumerism theory, post modernism theory and planned behavior theory to explore protection mechanism for consumers. The authors argued

that based on the consumerism theory, the interests of the consumer must be protected, and the rights of the consumer should be alleviated in striking the balance between buyer and seller (Zulkupri et al., 2022).

Ghapa, N. and Kadir, N. A. (2021) investigated the catalyst for consumer protection in Malaysia from the prism of information regulation theory. They investigated the limitation of CPA 1999 and suggested endorsing more consumer-prone provisions. The authors argued that the state patronized consumer protection mechanism is needed as the diversity of consumers in terms of educational background, understanding the product quality and realization of legal entitlements, coupled with perplexities in legal mechanism may not protect the interest of consumers. To this end, they advocated for adopting information regulation theory across all spheres in a consumer relationship (Ghapa & Kadir, 2021). Ambad et al. (2022) conducted a study that addressed the consumers' purchase behavior on the online food delivery ordering platform. They wanted to identify the effects of reference groups, positive online comments, perceived risks and benefits, and food safety consciousness. By interviewing 288 consumers from Malaysia, the authors concluded that the benefits provided in online platforms greatly influence the behavior of customers, more than any other factors. This analysis presented by the authors has certain limitations, as it did not focus on the legal aspect (Ambad et al., 2022).

Alibeigi et al. (2021) conducted a legal survey on the compliance of privacy policies of banking and financial sectors of Malaysia with the PDPA 2010. They selected 20 companies and evaluated their PPs. The evaluation resulted in the discovery of 98 factors after the analsyis of differnt provisions of the PDPA, which were then streamlined into four broad categories, such as general information, collection and processing, individual's rights and finally communication information. The research finding revealed that all companies have PPs in an English version, but four of them did not have a Malay version, which is a requirement of the PDPA. The PPs of 13 companies were easily accessible from the bottom part of the homepage website, none have PPs less than 500 words and 11 have PPs of 500-1500 words, whereas nine compnanies have PPs of more than 1500 words. Around 40% of the companies have included provisions in the PPs which are difficult to understand. As per the disclosure of data to third parites, six companies provided no reason for disclosing data whereas six others provided clear reasons. The rest, numbering eight have included vague reasons for disclosure. Individual's right to access and correct personal information has been specifically found in 15 companies, with implied statement in three companies and two compnanies did not address such rights. The resaerchers found that three companies out of 20 have no information regarding the avenue to contact the company in any mode such as email, assigned persons, fax, mobile or general communication (Alibeigi et al., 2021).

Santoso (2012) highlighted the rights of victims of online banking scam from the lens of consumer law in Malaysia. This issue is governed by the Bank Negara Malaysia, the Central Bank of Malaysia. After encountering a scam in online banking, the account holder, despite being a consumer, cannot get a refund from the local bank because no specific regulation is there on controlling email scams. The author has argued for adopting two approaches. The first one is the legal and regulatory approach, and the second one is the consumer behavior approach. The limitation innate in the regulatory approach can best be mitigated by strengthening the consumer behavior approach, which includes training consumers about the security aspects of internet banking, seeking help of concerned authorities immediately, etc. (Santoso, E., 2012).

Data protection is one of the vital issues in the context of privacy. The FDAs` policy on privacy and T&Cs on data protection is a legal challenge. Taking Malaysian PDPA into consideration, Alibeigi and

Munir (2020) evaluated the efficacy of this law and concluded that the scope of the PDPA is narrow, but the exemptions are wide. This would rather limit the legislative intent and purpose for the protection of personal data. The law applies only to commercial transactions of a contractual or non-contractual nature pertinent to supply or exchange of goods and services. The authors recommended that the law must have provisions on civil remedy mechanism, but currently there is no provision on compensation and sanctions (Alibeigi & Munir, 2020). Another notable challenge is the transfer of consumer data. Almost all international and local companies transfer personal data to a place outside the country. This brings complication in terms of informing the same to the consumer. The solution as recommended is to task the designated data commission to make a list of safe countries and require companies to inform consumers about the recipients (Alibeigi et al., 2021).

Protection of the consumer in online transaction is a paramount challenge for the regulators. From the Malaysian perspective, Nazari et al. (2023) have argued that the advancement of technology has led to the expansion of e-commerce. In such platforms, suppliers and buyers do not see each other in person. For this reason, online transactions should be more transparent, whereby goods are to be shown on the website with a transparent exchange policy. The authors focused on the CPA in terms of protecting the interest of consumers on halal products and the requirement to display halal certificates. The authors argued that although the CPA of Malaysia offers remedy to the consumer in terms of imposing criminal penalties on the suppliers and prohibits act or representation which puts the consumer at risk from the false statement provided by the suppliers. However, it has no specific provisions for halal products or halal certification. Though this issue could be discussed under the Trade Description Act 2011, the authors critically evaluated the CPA 1999, highlighted some grey areas and provided recommendations to comply with such standards (Nazari et al., 2023).

The research suggested that PPs should have clear and simple language, precise inclusion of necessary information, use active words so that ordinary readers can understand it, short sentences, appropriate strcuture including hearding and paragraph and avoid complex legal jargons. Since almost all international and local companies in Malaysia transfer personal data to a place outside the country, the Personal Data Protection Commissioner (PDPC) should recommend the list of safe countries for the transfer of personal data. The role of the PDPC has become significant in ensuring the protection of the data of individuals by frequent inspection and monitoring of the companies, imposing fines on the violators, and providing guidelines and interpretations (Alibeigi et al., 2021).

Ilias et al. (2021) carried out a study on consumers' redressal mechanism, particularly in area of consumer credit providers in Malaysia. The authors investigated the redressal mechanism from the lens of alternative dispute settlement bodies as such the Ombudsman for Financial Services, and the Tribunal for Consumer Claims. The study concluded that consumers aggrieved by credit providers must be granted the avenue to a fast, flexible and affordable redressal mechanisms (Ilias et al., 2021). Nazari et al. (2023) have argued in a similar manner, that the CPA safeguards all consumers by offering substantive standards and remedies, including enforcing criminal penalties through the Consumer Claims Tribunal.

After a brief review of the literature and following the findings of many studies that measured the T&Cs and PPs, it is evident that Western legal mechanisms have been found to be satisfactory, though the same reflection from an Asian perspective is scanty. Although there have been some studies on FDAs in Malaysia, they did not evaluate the T&Cs and PPs exclusively (Pitchay et al., 2022: Hooi et al., 2021). Analysis of the Malaysian regulatory mechanisms on T&Cs and PPs in the context of the FDAs is without a doubt very important as Malaysians have shown increased dependence of FDAs. However,

and there is a gap in the literature in this regard. Besides, such a study that evaluates the T&Cs and PPs in the FDAs in the Malaysian legal context has the prospect to encourage other Asian jurisdictions to do a similar study and thus, the findings of this present research is relevant for a larger audience.

METHODOLOGY

The research employed a qualitative legal research methodology, although some numbers and figures were included in the following sections to present specific findings. This research analyzed the content of FDAs and reviewed primary and secondary literature, including legislation, regulations, policies, judicial decisions, executive papers, books, book chapters, journal articles, blogs, newspapers opinions, and reports.

For content analysis, the study identified nine licensed FDAs available in Malaysia from a total of eleven FDAs listed on the App Store between September 2021 and Jun 2022. The selected FDAs include Bungkusit, Happy Fresh, Grab, Get Runner, Deliver Eat, Lalamove, Lolo, Food panda and Go Get. Two FDAs were excluded because the Food Ninja Driver app is no longer operational in Malaysia, and Yummi Hero does not support smartphone application.

Following content analysis and a review of relevant legal materials, several standards were developed based on similar standards adopted by various regulators and researchers. Subsequently, the T&Cs and PPs of the nine most popular FDAs were evaluated against these standards. The findings were then analyzed in light of relevant Malaysian legal provisions on consumer rights and privacy protection under the CPA 1999 and the PDPA 2010. These were used as benchmarks for evaluating the T&Cs and PPs of the selected FDAs. Based on this analysis, conclusions were drawn, and recommendations were accordingly proposed.

Certain limitations of this research may be noted, namely that no expert interviews were conducted, and no consumer surveys were administered. This limitation was intentional, as it was beyond the scope of the present research and has been left for future research undertakings.

RESULTS

It has already been shared that for the purpose of this study, the contents of nine FDAs, i.e., Bungkusit, Happy Fresh, Grab, Get Runner, Deliver Eat, Lalamove, Lolo, Food panda and Go Get were analysed and after reviewing the relevant literature [Benjumea et al., 2020; Tangari, G. et al., 2021; Freedman, 2000; Huckvale et al., 2019;] and similar standards developed by the regulators of Australia [the National Safety and Quality Digital Mental Health (NSQDMH) standards 2020], Canada [Standard on Web Accessibility, 2011], the United Kingdom [UK's standard on National Health Service (NHS)], and New Zealand [Connected Health standards, Identity standards, etc.], the OECD Guidelines for Consumer Protection in the Context of Electronic Commerce, 2000, the Malaysian Consumer Protection Act, 1999, the European GDPR, and the Malaysian Personal Data Protection Act, 2010, nine standards related to the T&Cs and PPs were developed with compliance to the following three important aspects: providing contract, contract change and contract termination. These standards were developed considering the requirements of the PDPA and other laws of Malaysia, governmental standard practice of notable Commonwealth countries, international regulations such as the European GDPR and scholarly contributions on this issue. Table 1 below presents these standards:

Table 1

The Standards

Scope	Standards
Providing Contract	Service providers must publish T&Cs and PPs.
	Users can view the T&Cs and PPs before using the app.
	Users should be required to scroll through the entire agreement before accepting or rejecting it.
	Service providers must provide multiple approval options.
Contract changes	Users should be able to download and print a copy of the agreement using technology that does not permit alterations to the agreement.
	User must be notified of any modification, change or addition to the T&Cs and PPs.
	Documents must contain a date of policy.
Contract Termination	Existence of the right to withdraw consent.
	Contracts must clarify and stipulate the contract termination mechanism and provisions.

The categories of standards were limited to nine because these standards were least focused in other studies. The present study, replicating the approach taken in evaluating the privacy policy in health apps in a past study (Benjumea et al., 2020), measures the T&Cs and PPs on each standard according to three possible outcomes, “complies”, “partially complies”, and finally “does not comply”. The next section analyses the study sample according to the following three areas of concern: Provision of Contract, Contract Changes and Contract Termination. The paper uses the (n, %) method, where "n" refers to the number of apps, and “%” refers to the percentage of apps that comply fully, partially or do not comply with the standard.

Providing Contract Standards

Mobile apps are statutorily bound to publish their T&Cs and PPs and these have been mandated in various regulations as discussed above. In the T&Cs and PPs, service providers generally stipulate the notice and choice principle, i.e., the details about the contract, with the options to consent to the contract and continue or leave. Section 5 of the Personal Data Protection Act, 2010 of Malaysia contains provisions regarding this. This notice and choice provision can significantly contribute to achieving informed consent for users to use the application (Tavani, 2007). On the other hand, there are many issues in the T&Cs and PPs that affect informed consent and violate the principle of notice & choice. For example, many apps do not provide or publish these (Chang et al., 2018). Additionally, researchers found that some apps start collecting user data immediately when they first start using the apps, even without them expressing their consent (Brandtzaeg et al., 2018). Therefore, the most important way to protect users in this area is to oblige the service provider to publish and provide the T&Cs and PPs (Huckvale et al., 2019), and also allow users to give their consent before starting to use the app (Freedman, 2000).

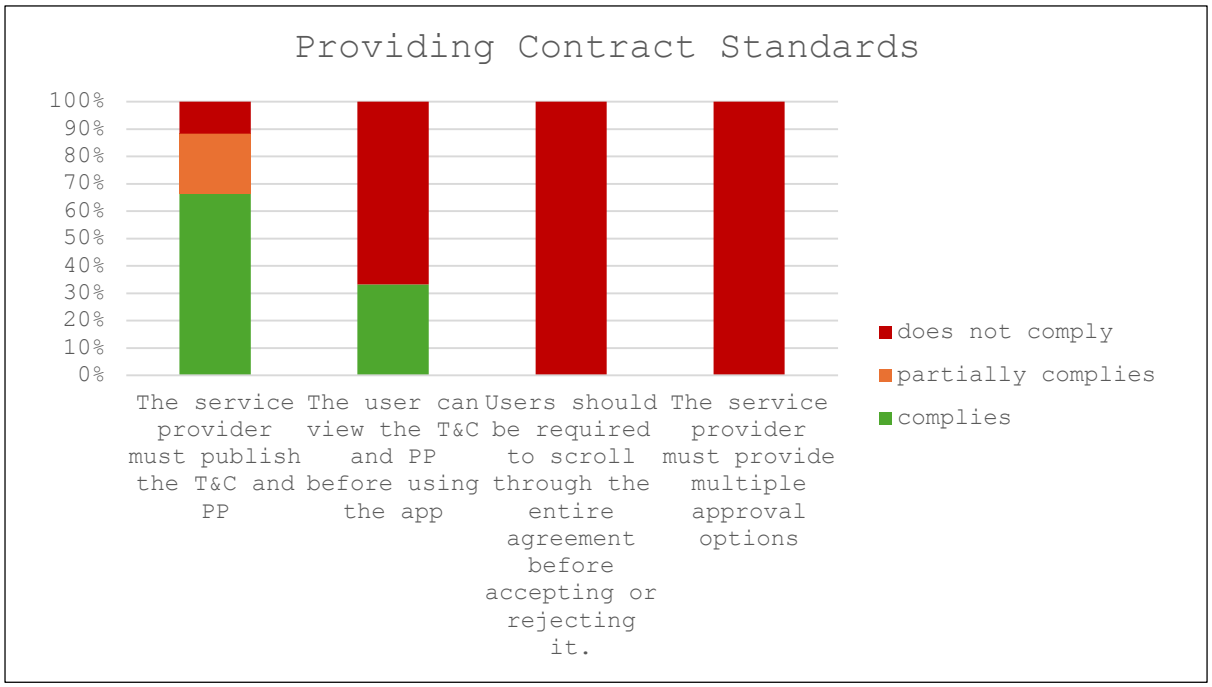
Consumer protection regulations have promoted the idea of encouraging companies to provide readable contracts and create realistic opportunities for consumers to read or view the contract. Studies have found that the service providers try to avoid this provision by writing the contract in small fonts or

writing these in vague and difficult language (Ayres & Schwartz, 2014). This is recognised as "one form of unfair contract" under the Malaysian Consumer Protection Act, 1999 which provides in section 24C that a contract shall be considered as unfair if ". . . expressions contained in the contract are . . . difficult to read or understand."

The T&Cs and PPs are standard contracts that provide the option to accept or reject the entire contract. It has already been discussed that the users generally do not have the bargaining power equal to the service provider, which puts pressure on users to agree to the contract. Consequently, many international regulations have sought to protect consumers, particularly in standard contracts. For example, Article 26 of the United Nations Guidelines for Consumer Protection, 2015 (revised) provide that "Consumers should be protected from such contractual abuses as one-sided standard contracts, exclusion of essential rights in contracts and unconscionable conditions of credit by sellers". One solution to solve user consent in contracts presented in apps is what some researchers have suggested is the provision of multiple approvals for each part of the contract (Hartzog, 2011). In light of understanding these background issues, the present research had evaluated the T&Cs and PPs of the nine FDAs and found in Figure 1, the following:

Figure 1

Providing Standards of Contract



Regarding the publication of the T&C and PP by the service provider, the data have shown that about three quarters of the apps complied with this requirement (n=6; 67%). The GetRunner app failed to comply with publishing the T&Cs and PPs standard, which led to its failure to comply with the rest of the standards. In contrast, less than half of the applications complied with the standard to allow for the user's ability to view the T&C and PP before starting to use the application or services (n=3; 33%). For example, FDAs such as Delivery Eat, GoGet and Lalamove did not comply with this standard, while Lololand Bungkusit complied. In addition, all apps did not comply with two standards, such as the standard users should be required to scroll through the entire agreement before accepting or rejecting it

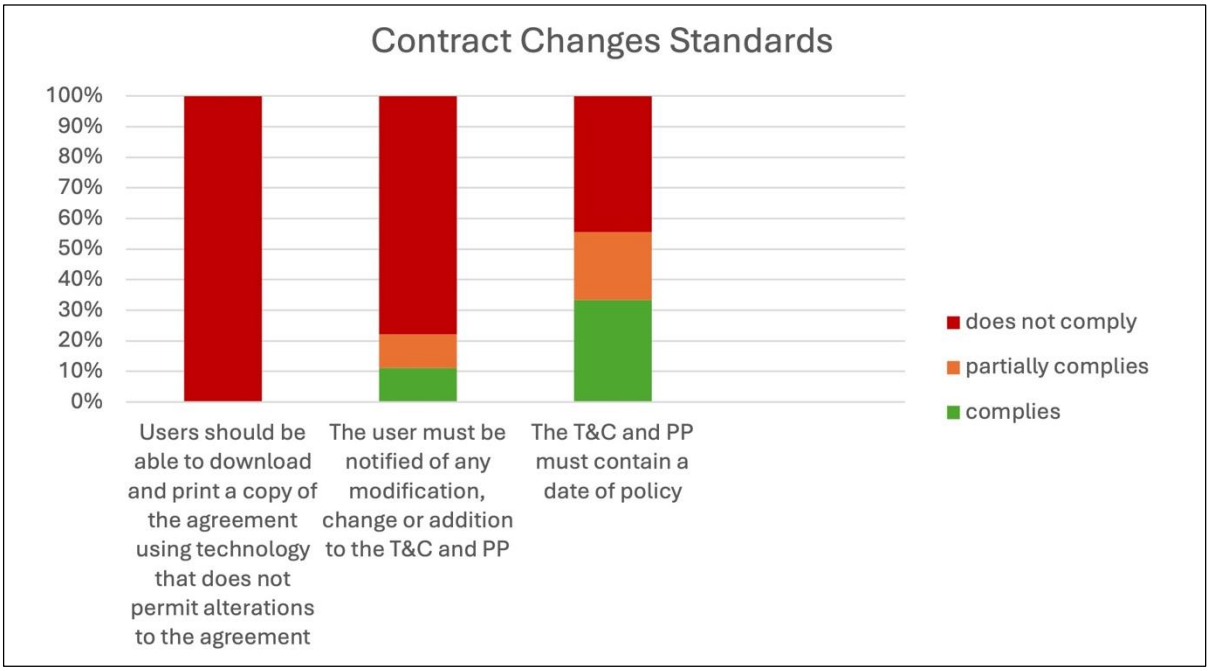
(n=9; 0%) and the standard in which the service provider must provide multiple approval options (n=9; 0%).

Contract Changes

For various reasons, for example in the case of regulatory amendments, it is a normal practice that the service providers need to change or update their T&Cs and PPs. However, researchers found that some companies have been updating or changing the contract without properly notifying the users (Kuznetsov et al., 2024). Some apps ask users to visit the website or apps frequently to check for any changes or updates in T&Cs and PPs, which violates the principle that the app is the party responsible for providing notification and notices, and obtaining users' consent. The apps' failure to do so causes users' stress as they usually use many apps and it is difficult for them to follow the changes or modifications if these are frequently updated. The Implementing Regulation of the E-Commerce Law, 2020 in Saudi Arabia has identified this issue and provides in Article 7 that service providers should ". . . publish any material modification to the services provided in its electronic shop and notify registered users at least one (1) week before the implementation of the modification". Additionally, as the contracts in these app are subject to modification and change without prior notice of the users, to provide the users in smartphone apps with better protection, a set of methods have been proposed, such as providing contracts in an unchangeable form (Freedman, 2000), informing users of any changes to the contract, and writing the contract date (Huckvale et al., 2019). In light of understanding these background issues, the present research evaluated the T&Cs and PPs of the nine FDAs and has found in Figure 2 the following:

Figure 2

Contract Changes Standards



In relation to the standards associated with contract changes, all apps were not found compatible with the following standards: Users should be able to download and print a copy of the agreement using technology that does not permit alterations to the agreement (n=9; 100%), and more than three-quarters of the apps had not complied with the standard that the user must be notified of any modification, change

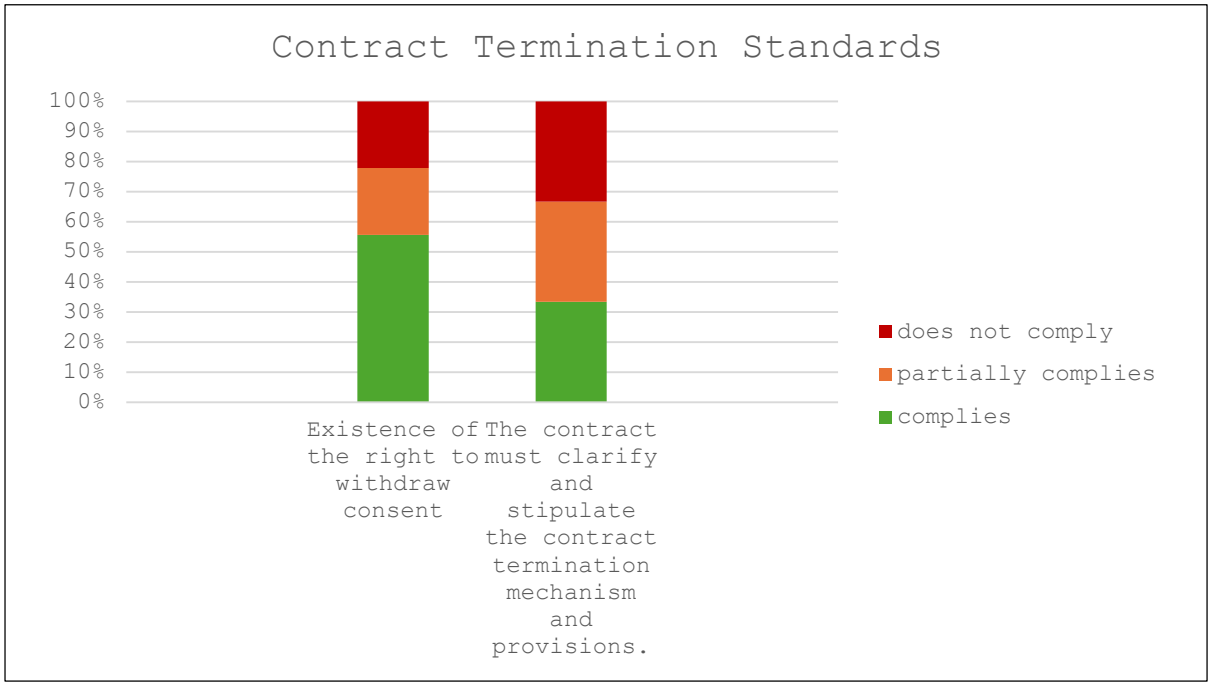
or addition to the T&C and PP Standard (n=7; 78%). Lalamove failed to comply with this standard. The Foodpanda app had asked users to frequently visit the T&Cs and PPs to check for any updates or changes, while the Grab app was compliant with the standard. The HappyFresh app stated that it would notify users of changes in the PPs, but not changes in the T&Cs. Regarding the standard that the T&C and PP must contain a date of policy, there was compliance in one-third of the applications (n=3; 33%). Some apps such as the Foodpanda and the HappyFresh app provided the date of contract on either the PPs or T&Cs. However, the GoGet app failed to comply with all the standards of contract changes.

Contract Termination standards

Many international regulations, for example, the OECD Guidelines for Consumer Protection in the Context of Electronic Commerce allows the users to withdraw from a contract. The Implementing Regulation of the E-Commerce Law in Saudi Arabia obliges service providers to provide consumers with more rights to withdraw the consent. Article 5 states that "the Service Provider shall allow for the closure of the account in a clear and easy fashion". Such a provision assists the consumers to feel more comfortable and empowered in the digital environment. In light of understanding these background issues, the present research evaluated the T&Cs and PPs of the nine FDAs and found in Figure 3 the following:

Figure 3

Standards on Contract Termination



In the field of standards related to the issue of contract termination, more than half of the apps were found to be compatible with the right to withdraw consent (n=5; 56%). One-third of the apps were compliant with the requirement that a contract must clarify and stipulate the contract termination mechanism and provisions (n=3; 33%).The GetRunner app failed to comply with all the conditions of contract termination.

DISCUSSIONS

The consumers are at the very heart of the market based capitalistic economy, though they have very limited bargaining powers. As a result, they are often either unable or find it difficult to raise their voice against the service providers. This is not a new thing in the context of Malaysia, rather this can be seen even in the case of all economies, irrespective of size and nature (Nader, 1965; Averitt & Lande, 1997; Howells & Weatherill, 2017; Karim, 2021). In the Malaysian context, the Malaysian courts since 1991, have been considering the issue of inequality, such as in the cases of *Fui Lian Credit & Leasing Sdn Bhd v Kim Leong Timber Sdn Bhd & Ors*, [1991] 2 CLJ Rep 614. Subsequently, Malaysian courts also considered this important issue in the case of *Saad Marwi v Chan Hwan Hua & Anor (Saad Marwi)*, [2001] 3 CLJ 98, and that of *Chua Yung Kim v Madlis Azid & Ors* [2018] 3 CLJ 47. The relationship between the consumer and the service provider in the context of bargaining power has been portrayed wonderfully in the case of *CIMB Bank Berhad v Anthony Lawrence Bourke & Alison Deborah Essex Bourke*, [2018] 1 LNS 1887 where the learned Justice Balia Yusof Wahi of the Federal Court of Malaysia, while considering the exclusion clause of CIMB Bank as contrary to public policy under section 29 of the Contracts Act 1950, vehemently declared:

> ". . .the bargaining powers of the parties to that agreement were different and never equal. In today's commercial world, the reality is that if a customer wishes to buy a product or obtain services, he has to accept the terms and conditions of a standard contract prepared by the other party. There are the patent unfairness and injustice to the plaintiffs. It is unconscionable on the part of the Bank to seek refuge behind the clause and abuse the freedom of contract."

In the case of *Che Mohd Hashim Abduallah v Air Asia X Sdn Bhd.*, No. TTPM-WPPJ-(P)-10-2011, the Tribunal for Consumer Claims decided in favor of the consumer, considering his weaker bargaining power to negotiate with an airline's terms stated about the purchase of air tickets. The following discussions will provide a detailed overview of the standards concerned and the research findings on the issues involved:

Providing a Contract

It has been revealed that one-third of the FDAs studied did not fully comply with publishing their T&Cs and PPs. The high rate of failure to do so leads to the violation of users' rights. The essence of this standard is that failure to comply with the said standard leads to failure in the rest of the standards studied in this research. The failure to fulfil the requirement to publish the T&Cs and PPs violates the right to informed consent when using the application (Bashir et al., 2015). Publishing or providing the T&Cs and PPs is linked to giving notice and having complied with the principle of choice, which is one of the essential principles of privacy. The PDPA 2010 refers in section 7 to the importance of informing the user, especially in the context of privacy and personal data protection aspects. It mentions "[a] data user shall by written notice inform a data subject— (a) that personal data of the data subject is being processed by or on behalf of the data user, and shall provide a description of the personal data to that data subject..." This stipulates that the written contract is important in the contractual relationship between the user and the service provider in the case of smart phone applications, including the FDAs studied in this research.

Regarding the users' option to view the T&Cs and PPs before using the app, the figures indicate that one-third of the applications did not comply with the standard. In the case of smartphone app, many

apps automatically collect data from users including IP addresses, device identification number, browser usage and location, etc. Currently without any restrictions, the app or service provider may collect data of users without their consent or knowledge. In addition, the continuous use of the app gives the impression that there is implied consent from the users on the T&Cs and PPs. It is a situation far from the ideal state of informed consent (Robillard, 2019). The PDPA addressed this in section 7 (2) and provides — "[t]he notice under sub-section (1) shall be given as soon as practicable by the data user — (a) when the data subject is first asked by the data user to provide his personal data; and (b) when the data user first collects the personal data of the data subject..." Therefore, it can be said that one third of Malaysian FDAs studied in this research do not comply with section 7 (2) (b) of the PDPA 2010.

The data indicate that the apps studied did not consider the users' right to view and read the contract to provide informed consent, as all these apps failed to comply with providing the avenue to scroll through the entire contract before accepting the contract standards. This failure may be due to the fact that the regulations did not regulate for such a provision, in particular, the opportunity to view the contract. Under Malaysian regulation, the PDPA obligates the service provider to provide the notice in an accessible and clear manner, without identifying a specific method or proposed process. Section 7 (3) states, "[a] notice under sub-section (1) shall be in the national and English languages, and the individual shall be provided with a clear and readily accessible means to exercise his choice, where necessary, in the national and English languages". Inclusion of prescription about ways to enhance users' informed consent by establishing regulations or standards, and providing some methods, such as scrolling over the T&Cs and PPs, are necessary since most users do not review the T&Cs and PPs (Benoliel & Becher, 2019).

In the context of the previous standard discussed, the outcome was frustrating. None of the apps were compliant with the standard that 'the service provider must provide multiple approval options standard'. In such a situation, the users either accept or reject all the T&Cs and PPs without having to pick and choose options. The United Nations Guidelines for Consumer Protection (UNGCP) in Article 26 states that "Consumers should be protected from such contractual abuses as one-sided standard contracts, exclusion of essential rights in contracts and unconscionable conditions of credit by sellers". The CPA in Malaysia, under section 24D, addresses the standard on contracts which the court can consider in the interests of consumers. Therefore, since multiple-user-consent issue in the T&Cs and PPs have not been addressed in any Malaysian regulation, it will be a key recommendation for the Malaysian regulators to consider this issue so that better protection can be offered to the users in the digital environment.

Contract Changes

From the findings of the present research, it can be seen that the service providers did not take the T&Cs and PPs seriously, to better present them in a way that cannot be changed or modified. In *Ty Auto Car Dealer Sdn Bhd v Tribunal Tuntutan Pengguna & Anor* [2020] MLJU 1257, which had relied on the precedent in the decision of the cases – *Dream Property Sdn Bhd v Atlas Housing Sdn Bhd* [2015] 2 MLJ 441 (FC) and *Mintye Properties Sdn Bhd v Yayasan Melaka* [2006] 6 MLJ 420 (CA), Wong Siong Tung JC held that a "party to a contract cannot unilaterally add new terms to a contract already concluded."

T&Cs and PPs when changed without the knowledge of, or notification to consumers would jeopardize their interests in digital contracts (Freedman, 2000). For example, the CCPA sought to protect consumers from PP changes and states that the notice about such changes shall be sufficiently prominent

and robust. This provision does not authorize a business to make material, retroactive privacy policy changes or make other changes in their privacy policy in a manner that would violate and result in unfairness. The same standard is not reflected in Malaysian legislations. Section 24(c) of the CPA 1999 defines the 'unfair term' as "a term in a consumer contract which, about all the circumstances, causes a significant imbalance in the rights and obligations of the parties arising under the contract to the detriment of the consumer." The meaning of unfair terms in the CPA 1999 is narrow compared to the Consumer Protection (Fair Trading) Act 2003 of Singapore (Abdullah et al., 2022). It has been argued that by endorsing the same standard, the Malaysian system may benefit from being able to protect the interest of consumers (Wilkinson-Ryan, 2017).

The data shows that there is also a significant violation in informing users of any changes to the T&Cs and PPs, as the vast majority of the FDAs examined in this research did not comply with this standard. They allegedly violate 'duty to inform and notify'. The study found that the Foodpanda app asks users to constantly check the PP for any changes to the contract. The HappyFresh app also notifies the user of changes to the PP only. Section 7 (1) of the PDPA, while referring to aspects of notice and choice, mentions that a data user shall by written notice inform a data subject in several situations. However, there is no direct reference to the failure to discharge its obligation to notify users when the T&Cs and PPs have been changed. In contrast, the experience of Saudi Arabia can be shared here, the Saudis have implemented regulations of its E-Commerce Law 2020 which provides for the requirement to inform the users when the app publishes any material modification to the services provided in its electronic shop and to notify registered users at least one week before the implementation of the modification. As per this provision, the onus of the service provider is to publish the changes and notify the users in advance so that users will have sufficient time to take note of the changes. Malaysian regulators can consider the standard of this Saudi provision to better protect consumer interest (Ayres & Schwartz, 2014).

Regarding the availability of the date of policy in the T&Cs and PP, two thirds of the apps were found non-compliant. The Foodpanda app, for example, provides the date in the PPs, but not in the T&Cs. In the digital sphere, the date of contract is an important issue (Lee et al., 2020). The availability of the date will enable the users to know when the date takes effect and protect the user's rights regarding changes and modifications. It obliges the service provider to be sincerely committed to comply with the contract. Malaysian legislation has not mentioned the requirement to provide a date in the T&Cs and PPs.

Contract Termination

On contract termination, only about half of the FDAs have provision regarding the right of users to withdraw consent. Various legislations have inserted mechanisms for withdrawing consent. For example, the OECD Guidelines for Consumer Protection in the Context of Electronic Commerce 1999 mentioned the right to withdraw from the contract as "the possibility to withdraw from a confirmed transaction in appropriate circumstances". The CCPA in section 1798.120 states that a business that sells consumer personal information to, or shares it with, third parties shall provide notice to consumers that this information may be sold or shared and that consumers have the "right to opt-out" of the sale or sharing of their personal information. This article provides for notifying users of their right to withdraw consent towards sharing and selling data. The PDPA states in section 38 (1) that "[a] data subject may by notice in writing withdraw his consent to the processing of personal data in respect of which he is the data subject". The following sub-section provides that "[t]he data user shall, upon receiving the notice under sub-section (1), cease the processing of the personal data". This section explains the

consumer's right to withdraw consent and also how the service provider handles this request. The regulatory requirements in withdrawing consent are not reflected in the T&Cs and PPs of the apps for which a set of government interventions in the form of monitoring and implementing these legal standards are required.

The response to the criterion that 'the contract must clarify and stipulate the contract termination mechanism and provisions' is low. This criterion is linked to the right to withdraw from the contract. Article 7 of the GDPR provides the parameter for withdrawing consent by stating that the data controller, such as the FDAs, shall make it easy for the consumer to give and withdraw consent. Despite the importance emphasized in this article on facilitating the withdrawal of consent, the scope of the standard here is to oblige the service provider to state the mechanism for withdrawing consent in the T&Cs and PPs. In contrast, the PDPA in Malaysia emphasize the right to withdraw consent as stated in section 38 (1) that "[a] data subject may by notice in writing withdraw his consent to the processing of personal data in respect of which he is the data subject". This provision has not included an obligation for the service provider to provide a clear and easy way to withdraw consent, as was stated in this standard. Therefore, there are two ways that Malaysian legislators can benefit from facilitating the procedures for withdrawing consent. First, benefiting from the GDPR by stating that the service provider generally must simplify the approval of withdrawal procedures. Second, the service providers are required to describe the process for withdrawing consent in the contract.

CONCLUSION

This paper has attempted to assess the legal aspects of user consent to T&Cs and PPs in nine FDAs in Malaysia. The study found that the standards of T&Cs and PPs were not sufficiently developed to protect consumers effectively. The research further examined various shortcomings in compliance with user consent standards by the FDAs. All FDAs analysed in this study failed to comply with the following three key standards: enabling users to scroll through the entire contract, providing options for multiple approvals, and presenting T&Cs and PPs in an immutable format. In general, the FDAs were found to have fallen short in meeting these standards on several counts.

The primary area of non-compliance is found in legislative inadequacies, affecting five identified standards and areas. Secondly, non-compliance is observed in insufficient app oversight concerning four standards and areas. Legislative gaps were identified in matters such as requiring consumers to scroll through the entire contract before acceptance, providing multiple approval options within the contract, ensuring that the contract be altered post-acceptance, notifying users of any changes, including data policies, and specifying termination procedures within the contract.

Government monitoring and oversight of FDAs is Malaysia are inadequately implemented. The scope of such monitoring should cover publishing T&C and PPs, allowing users to review these terms before using the application, and granting user the right to withdraw consent. FDAs should enhance user experience by presenting T&Cs and PPs in concise, specific, clear and easily understandable English and local languages. All apps should have hyperlinked T&Cs and PPs on the homepage, and include contact information (such as email, mobile number and address of an assigned official) to facilitate user inquiries. This is also prescribed in the provisions of the Consumer Protection (Electronic Trade Transactions) Regulations, 2012. Subsequent amendments to T&Cs and PPs should also align with established principles and rules, ensuring that users are notified of such changes.

Thus, increased government intervention through the supervision and monitoring of T&Cs and PPs in smartphone apps are urgently needed. Legislative reforms should aim to strengthen user consent protections by mandating scrolling through the contract, requiring service providers to segmented approval options, and safeguarding users from contract alterations by obligating providers to clearly inform users of any changes. The contract should also include the contract date, and specific procedures for withdrawing consent. This paper has recommended that Malaysian authorities enhance the policies on T&Cs and PPs in FDAs by implementing the standards and principles which can help better ensure user protection.

ACKNOWLEDGMENT

This research received no specific grant from any funding agency in the public, commercial, or not-for profit sectors.

REFERENCES

Abdullah, F., Ong, T. C., Manap. N. A., Bidin. A., & Aziz, H. A. (2022). A Comparative analysis of unfair terms in consumer contracts in Malaysia and Singapore. *Pertanika Journal of Social Science and Humanities, 29*(S2), 119-131. https://doi.org/10.47836/pjssh.29.s2.09

Al-Daboubi, D., & Alqhaiwi, J. (2022). Legal and regulatory framework for monitoring online stores. *UUM Journal of Legal Studies, 13*(1), 175-197. https://doi.org/10.32890/uumjls2022.13.1.8

Alibaba.com b2b Trade App. (n.d.). Apple Store. https://apps.apple.com/us/app/alibaba-com-b2b-trade-app/id503451073

Alibeigi, A., & Munir, A. B. (2020). Malaysian personal data protection act, a mysterious application. *University of Bologna Law Review*, 5(2), 362-374.

Alibeigi, A., Munir, A. B., & Asemi, A. (2021). Compliance with Malaysian personal data protection act 2010 by banking and financial institutions, a legal survey on privacy policies. *International Review of Law, Computers and Technology*, *35*(3), 365-394. https://doi.org/10.1080/13600869.2021.1970936

Apple store. HappyFresh. https://apps.apple.com/my/app/happyfresh-grocery-delivery/id957304056

Atikah, I. (2022). Consumer rights protection against price gouging during the Covid-19 pandemic in Indonesia. *UUM Journal of Legal Studies*, *13*(2), 109–128. https://doi.org/10.32890/uumjls2022.13.2.5

Averitt, N. W., & Lande, R. H. (1997). Consumer sovereignty: A unified theory of antitrust and consumer protection law. *Antitrust Law Journal*, *65*(3), 713-756.

Ayres, I., & Schwartz A. (2014). The no-reading problem in consumer contract law. *Stanford Law Review*, *66*(3), 545.

Bakar, N. M. A., Yasin, N. M., & Razali, S. S. (2018). Consumer Rights Act 2015 (United Kingdom): Is it a good model in protecting banking consumers from unfair terms in Islamic banking consumer contracts in Malaysia? *Jurnal Undang-undang dan Masyarakat, 22,* 21–31.

Bashir, M., Hayes, C., Lambert, A. D., & Kesan, J. P. (2015). Online privacy and informed consent: The dilemma of information asymmetry. *Proceedings of the Association for Information Science and Technology*, *52*(1), 1-10. https://doi.org/10.1002/pra2.2015.145052010043

Benjumea, J., Ropero, J., Rivera-Romero, O., Dorronzoro-Zubiete, E., & Carrasco, A. (2020). Assessment of the fairness of privacy policies of mobile health apps: Scale development and

evaluation in cancer apps. *JMIR MHealth and UHealth*, *8*(7), e17134. https://doi.org/doi: 10.2196/17134

Benoliel, U., & Becher, S. I. (2019). The duty to read the unreadable. *BCL Review*, *60*(8), 2255-2295.

Brandtzaeg, P. B., Pultier, A., & Moen, G. M. (2018). Losing control to data-hungry apps. *Social Science Computer Review*, *37*(4), 466-488. https://doi.org/10.1177/0894439318777706

California Consumer Privacy Act (CCPA) 2018. 1798.100 - 1798.199.100. (CA).

Chang, Y., Wong, S. F., Libaque-Saenz, C. F., & Lee, H. (2018). The role of privacy policy on consumers' perceived privacy. *Government Information Quarterly*, *35*(3), 445-459.

Elshout, M., Elsen, M., Leenheer, J. (2016). *Study on consumers' attitudes towards terms and conditions (T&Cs) final report*. European Commission, Consumers, Health, Agriculture and Food Executive Agency (Chafea), Directorate-General for Justice and Consumers.

European Parliament and Council of European Union. (2016). *Regulation (EU)* 2016/679.

Fabiano, N. (2017). Internet of things and the legal issues related to the data protection law according to the new European general data protection regulation. *Athens Journal of Law*, *3*(3), 201–214.

Foodpanda - Food Delivery. (n.d.). Apple Store. https://apps.apple.com/my/app/foodpanda-food-delivery/id758103884

Fowler, L. R., Gillard, C., & Morain, S. R. (2020). Readability and accessibility of terms of service and privacy policies for menstruation-tracking smartphone applications. *Health Promotion Practice*, *21*(5), 679–683. https://doi.org/10.1177/1524839919899924

Freedman, B. J. (2000). Electronic contracts under Canadian law-A practical guide. *Manitoba Law Journal*, *28*(1), 1-59.

Gardiner, C. (2022). *Unfair Contract Terms in the Digital Age: The Challenge of Protecting European Consumers in the Online Marketplace*. Edward Elgar Publishing. https://doi.org/10.4337/9781800886179.00007

Ghapa, N., & Kadir, N. A. (2021). Information regulation: A measure of consumer protection, *Pertanika Journal of Social Science and Humanities*, *29*(S2), 59–74. https://doi.org/10.47836/pjssh.29.s2.05

Goverment of Canada. (2011). Standard on Web Accessibility. https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=23601

Guidelines for Consumer Protection by United Nations Department of Economic and Social Affairs 1999. https://www.un.org/esa/sustdev/publications/consumption_en.pdf

Hanlon, A., & Jones, K. (2023). Ethical concerns about social media privacy policies: Do users have the ability to comprehend their consent actions? *Journal of Strategic Marketing*, 1-18.

Hartzog, W. (2011). Website design as contract. *The American University Law Review*, *60*(6), 2.

Hooi, R., Leong, T. K., & Yee, L. H. (2021, March). Intention to use online food delivery service in Malaysia among university students. *CoMBInES-Conference on Management, Business, Innovation, Education and Social Sciences*, *1*(1), 60-73.

Howells, G., & Weatherill, S. (2017). *Consumer Protection Law*. Routledge.

Huckvale, K., Torous, J., & Larsen, M. E. (2019). Assessment of the data sharing and privacy practices of smartphone apps for depression and smoking cessation. *JAMA Network Open*, *2*(4), e192542.

Ilias, I. I., Hassan, R., Kassim, S., & Abu Bakar, E. (2021). Consumer credit grievance and redress mechanisms: The Malaysia perspective. *UUM Journal of Legal Studies*, *12*(2), 61-88.

Karim, M. E. (2021). Nanoproducts and legal aspects of consumer protections: An evaluation. S. Mallakpour & C. M. Hussain (Eds.), *Handbook of Consumer Nanoproducts*, 1381–1406.

Keeble, M., Adams, J., & Burgoine, T., (2022), Investigating experiences of frequent online food delivery service use: A qualitative study in UK adults, BMC Public Health, *22*, 1365. https://doi.org/10.1186/s12889-022-13721-9

Kumar, S., & Shah, A. (2021). Revisiting food delivery apps during COVID-19 pandemic? Investigating the role of emotions. *Journal of Retailing and Consumer Services, 62,* 102595. https://doi.org/10.1016/j.jretconser.2021.102595

Kuznetsov, M., Novikova, E., & Kotenko, I. (2024). Modelling user notification scenarios in privacy policies. *Cybersecurity*, *7*(1). https://doi.org/10.1186/s42400-024-00234-8

Lee, J., Ham, Y., Yi, J. S., & Son, J. (2020). Effective risk positioning through automated identification of missing contract conditions from the contractor's perspective based on FIDIC contract cases. *Journal of Management in Engineering*, *36*(3). https://doi.org/10.1061/(ASCE)ME. 1943-5479.0000757

Malaysia Digital Economy Corporation (MDEC). (n.d.) *List of Sharing Economy Platform within Services Approved to Operate During the Movement Control Order Covid-19 Period.* https://mdec.my/wp-content/uploads/ENGLISH-VERSION-SHARING-ECONOMY-SERVICES-COVID-19.pdf

Malaysian Communications and Multimedia Commission. (n.d.) Licensing. https://www.mcmc.gov.my/en/sectors/postal-courier/licensing

Nabila, S., & Ambad, A. (2022). Determinants of consumers' purchase behaviour towards online food delivery ordering. *Pertanika Journal of Social Science & Humanities,30*(3), 1071-1094.

Nader, R. (1965). *Unsafe at any speed. The designed-in dangers of the American automobile*. Grossman Publications.

Nayan, N. M., & Hassan, M. K. A. (2020). Customer satisfaction evaluation for online food service delivery system in Malaysia. *Journal of Information System and Technology Management, 5*(19), 123-136.

Nazari, N. N. A. M., Bakar, E. A., & Arif, A. M. M., (2023). Consumer protection against the false description of halal in e-commerce. *UUM Journal of Legal Studies, 14*(2), 657-675.

Obar, J. A., & Oeldorf-Hirsch, A. (2020). The biggest lie on the internet: Ignoring the privacy policies and terms of service policies of social networking services. *Information, Communication & Society, 23*(1), 128-147. https://doi.org/10.1080/1369118X.2018.1486870

OECD. (2000). *Guidelines for Consumer Protection in the Context of Electronic Commerce.* OECD. https://www.oecd.org/en/publications/2000/03/guidelines-for-consumer-protection-in-the-context-of-electronic-commerce_g1gh2530.html

Parker, L., Halter, V., Karliychuk, T., & Grundy, Q. (2019). How private is your mental health app data? An empirical study of mental health app privacy policies and practices. *International Journal of Law and Psychiatry, 64,* 198–204.

Pitchay, A., Ganesan, Y., Zulkifli, N. S., & Khaliq, A. (2022). Determinants of customers' intention to use online food delivery application through smartphone in Malaysia. *British Food Journal*, *124*(3), 732-753.

Ribeiro, C. J. (2018). *Technology at the table: An overview of Food Delivery Apps.* Universidade Católica Portuguesa**.**

Robillard, J. M., Feng, T. L., Sporn, A. B., Lai, J. A., Lo, C., Ta, M., & Nadler, R. (2019). Availability, readability, and content of privacy policies and terms of agreements of mental health apps. *Internet interventions, 17,* 100243. https://doi.org/10.1016/j.invent.2019.100243

Robol, M., Breaux, T. D., Paja, E., & Giorgini, P. (2019, September). Consent verification under evolving privacy policies. *IEEE 27th International Requirements Engineering Conference (RE)*, 422-427.

Santoso, E. (2012). Consumer Protection for Online Banking Scams via E-Mail in Malaysia, *UUM Journal of Legal Studies*, *3*, 1-22.

Shah, M. I. (2018). *Critical analysis of videogame privacy policies: data handling practices and evaluating children's digital privacy rights in Europe, US, and Canada* (Unpublished doctoral dissertation). Nottingham Trent University, UK.

Singh, S., Sharma, P., Ghimire, P., Shrestha, R., & Gnanavel, S. (2023). Assessment of app store description and privacy policy to explore ethical and safety concerns associated with the use of mental health apps for depression. *Indian Journal of Psychological Medicine*, *45(*2), 173-178. https://doi.org/10.1177/02537176221142046

Strain, M. (2015). A history of mobile apps. *The Guardian*, https://www.theguardian.com/media-network/2015/feb/13/history-mobile-apps-future-interactive-timeline

Tassé, A. M., & Kirby, E. (2017). Is written informed consent outdated? *The European Journal of Public Health*, *27*(2), 195-196. https://doi.org/10.1093/eurpub/ckw197

Tavani, H. T. (2007). Philosophical theories of privacy: Implications for an adequate online privacy policy. *Metaphilosophy*, *38*(1), 1-22. https://doi.org/10.1111/j.1467-9973.2006.00474.x

The Australian Commission on Safety and Quality in Health Care. (2020). *National Safety and Quality Digital Mental Health Standards*. https://www.safetyandquality.gov.au/standards/national-safety-and-quality-digital-mental-health-standards

Torkildson, A. (2024). Navigating legal and compliance issues in food delivery app development. *Lehi Free Press.* https://lehifreepress.com/2024/07/20/navigating-legal-and-compliance-issues-in-food-delivery-app-development/

Wilkinson-Ryan, T., (2017). The perverse consequences of disclosing standard terms. *Cornell Law Review*, *103*(1), 117.

Xu, X., & Huang, Y. (2019). Restaurant information cues, Diners' expectations, and need for cognition: Experimental studies of online-to-offline mobile food ordering. *Journal of Retailing and Consumer Services*, *51*(4), 231-241. https://doi.org/10.1016/j.jretconser.2019.06.010

Yeo, S. F., Tan, C. L., Teo, S. L., & Tan, K. H. (2021). The role of food apps servitization on repurchase intention: A study of FoodPanda. *International Journal of Production Economics*, *234*, 108063. https://doi.org/10.1016/j.ijpe.2021.108063

Zeno, J. (2019). *Information and Standard Terms in Consumer Contracts: Reforming Consumer Protection Law in Malaysia* [Doctoral thesis, University of Bristol Law School].

Zhang, M. (2008). Contractual Choice of Law in Contracts of Adhesion and Party Autonomy. *Akron Law Review*, *41*(1), 123-173.

Zulkupri, M. I., Mahmood, A., Zainol, Z. A., & Hasmin, N. A. (2022). Consumer related theories and the right to informed choice for consumer in nano food consumption, *UUM Journal of Legal Studies*, *13*(1), 199-220.