

ASGARDIA PARLIAMENT



Asgardia Consumer Protection Act

Third Reading

Edition: 25.02 2025

“This version has been approved by the Legislative Merit review Group.”

Core Principles

Preamble and Core Principles

The primary aim of the Asgardia Consumer Protection Act is to empower Asgardian consumers, ensuring their rights are established and effectively enacted. This Act defines and safeguards fundamental consumer rights, fostering a more equitable and transparent marketplace. Its purpose is to create a level playing field for all consumers, regardless of their economic status, and to promote trust and confidence in the market. The Act establishes principles to ensure a fair, efficient, and informed marketplace for businesses and consumers. It creates a balanced and fair economic environment within the Asgardia Space Nation. This Act works in synergy with relevant Acts and applies to the work of the Trade and Commerce Ministry.

The core principles are:

1. Consumer protection promotes consumer, business, and marketplace confidence.
2. Consumer protection promotes fair, effective, and efficient regulatory practices.
3. A dispute resolution process that is fair, impartial, and assessable.
4. Consumer protection that ensures all rights are protected.
5. Consumer protection for encouraging transparency, sustainability, and adaptability to foster productive business environments and economic growth.
6. Technology-neutral language ensures the Act remains relevant amid technological advancements.

Articles:

1. Purpose
2. Definitions
3. Consumer Protection Policy.
4. Consumer Identity.
5. Consumer Complaints.
6. Consumer Relevancy.
7. Consumer Non-Relevancy.
8. Consumer Rights (includes regress and dispute resolution).
9. Consumer Protection Evolution
10. Digital Transformative Technologies, Security, and Cross-Border Environment
11. Enforcement and Penalties

Legal Basis:

The Constitution provides the overarching principles and guidelines for the Act, ensuring that it aligns with our society's fundamental values.

Article

1. Purpose

- 1.1. This Act aims to ensure that Asgardian consumers have consumer protection laws that align with the Asgardia Constitution, all relevant Asgardian statutes and codes, UN Consumer Protection Guidelines, and internationally accepted consumer protection practices.

2. Definitions

- 2.1. "Goods" are physical or digital products made to be sold and satisfy human wants. They can be transferred from one owner to another through various market transactions.
- 2.2. "Services" are intangible acts or benefits one party provides to another, typically in exchange for payment. They aim to fulfill a need or solve a problem for the consumer without giving them physical ownership of anything tangible.
- 2.3. "Supplier" is an entity that provides goods or services to other entities for a specific need or purpose.
- 2.4. "Producer" means the manufacturer of a finished product, the manufacturer of any raw material or component, and any person who presents themselves as its producer by putting their name, trademark, or other distinguishing feature on the product.
- 2.5. "Consumer" means the individual or entity purchasing the product or service, the identity of which is explicitly defined in Article 4 of this Act.
- 2.6. "Transaction" is a complete agreement between a buyer and a seller to exchange goods, services, or financial assets in return for money.
- 2.7. "Non-money transaction" is an exchange where goods or services are traded between parties without actual money exchange.
- 2.8. Asgardia aligns with the United Nations Manual on Consumer Protection and Guidelines for Consumer Protection, which defines consumer protection in more detail.

3. Consumer Protection Policy

- 3.1. The relevant authorities shall establish an Asgardia Consumer Protection Policy.
- 3.2. This policy must include systems of administration and implementation appropriate for the progression of the timeline.
- 3.3. This policy can include agencies, organizations, duty appointments, or any other measure needed for implementation and management.
- 3.4. With collaboration from the Trade and Commerce Ministry, Asgardia consumer protection policies can be implemented through legal instruments and relevant agencies within the Asgardia Space Nation.
- 3.5. The relevant authorities will ensure that fiscal restrictions and service availability remain proportionally manageable for life-essential services and products.
- 3.6. The relevant authorities will ensure policies concerning dispute resolution processes remain fair, impartial, and easily accessible.
- 3.7. Consumer Protection policy must stay within the scope of the Asgardia Space Nation Constitution.
- 3.8. Specific protections for consumers in financial transactions, such as building trust, improving products and services, making products more accessible, enforcing statutes, regulating financial institutions, providing recourse mechanisms, and promoting economic stability, may be introduced and aligned with internationally accepted guidelines.
- 3.9. As specified in Article 9.4, a legal instrument will prohibit misleading and aggressive commercial practices, aligning with the United Nations Guidelines for Consumer Protection, which outlines the principles against unfair commercial practices.
- 3.10. A legal instrument specifying the protection principles of vulnerable consumers, namely fair treatment, disclosure and transparency, consumer education, codes of conduct, distribution of essential goods and services, and consumer cooperatives, as outlined in the United Nations Guidelines for Consumer Protections, will be considered.

4. Consumer Identity

- 4.1. A consumer shall be considered any individual or Enterprise in the process of buying, trading, renting, leasing, contracting, merchandising, purchasing, requisitioning, acquiring, or obtaining ownership of goods and/or services in a manner that would be considered legal within the internationally accepted laws of Earth Nations and Asgardia Space Nation.

5. Consumer Complaints

- 5.1. All consumers have the right to lodge consumer complaints. A complaint is filed when a consumer is dissatisfied with products and services acquired and wishes to have their concerns heard legally. The following entities may file a complaint.
 - 5.1.1. An individual or a legal person in their own right.
 - 5.1.2. An authorized person acting on behalf of another.
 - 5.1.3. A person acting as a member or in the interests of an affected group or class.
 - 5.1.4. Leave of tribunal or court association, serving in the employment or contractual for its members.
- 5.2. Consumers will lodge a complaint with the entity from which they acquired the goods or services or through the Trade and Commerce Authority as described in Article 9.4.7 of the Asgardia Competition and Fair-Trade Act.

- 5.3. Any entity, whether private, business, non-profit, non-governmental, or governmental, that provides goods or services for consumers will also provide internationally accepted best practice directives or legal instruments that explain the scope and guarantees of the consumer complaint process.
- 5.4. These entities should make available complaint-handling mechanisms that provide consumers with expeditious, fair, transparent, inexpensive, accessible, and effective complaint resolution without unnecessary cost or burden.
- 5.5. Businesses and governmental agencies should consider subscribing to domestic and international standards for handling internal/external complaints, alternative dispute resolution services, and customer satisfaction codes.

6. Consumer Relevancy

- 6.1. This Consumer Act shall apply to the following;

- 6.1.1. Every individual consumer transaction occurring within the Asgardia Space Nation.
- 6.1.2. Goods or services supplied or performed for the Asgardia Space Nation.
- 6.1.3. Multilateral and bilateral agreements.
- 6.1.4. Contractual agreements.

7. Consumer Non-Relevancy

- 7.1. In terms of all transactions mentioned within this Act, the Act shall not be applicable in respect of:
 - 7.1.1. Agreements giving effect to collective bargaining agreements.
 - 7.1.2. International Industry-wide exemptions granted by regulatory authorities.
 - 7.1.3. Services under employment contracts.

8. Consumer Rights

- 8.1. Asgardia Consumer Rights must include the following and be in accordance with the relevant laws of Earth and the Asgardia Space Nation:

8.2. Right to Equality

- 8.2.1. Equality in the consumer markets and protection against discriminatory marketing practices.
- 8.2.2. Goods and services are available to all Asgardians equally when buying, selling, and trading.
- 8.2.3. Supplier's non-prioritization of consumer groups over others when marketing, selling, or distributing goods and services to the consumer. In addition, suppliers and producers are not permitted to vary the quality of their goods and services in a discriminatory manner.
- 8.2.4. This provision does not include marketing strategies for specific marketing purposes based on targeted products and services.

8.3. Right to Privacy

- 8.3.1. Regulation of unsolicited direct marketing.
- 8.3.2. Protection of privacy and confidentiality.

- 8.3.3. Explanation of rights for full disclosure of third-party agreements, tracking agreements, terms and conditions, and privacy protection agreements.
- 8.3.4. Discloser of the source of personal information used.
- 8.3.5. Alignment with principles from the United Nations Principles for Consumer Protection.
- 8.3.6. Rights include data access, correction, deletion, and consent for data processing.

8.4. Right to Choose

- 8.4.1. Consumer's rights concerning supplier of choice.
- 8.4.2. Damaged goods protections.
- 8.4.3. Solicited or unsolicited ownership of goods and services.
- 8.4.4. Refund stipulations of goods and services.
- 8.4.5. Suppliers have the right to charge consumers for loss or damage to property, goods, or services if the damage results from gross negligence, recklessness, change of mind, or deliberate actions.
- 8.4.6. Suppliers provide consumers with a reasonable opportunity to examine goods or services purchased or delivered.
- 8.4.7. Stipulations of available goods concerning whether to accept or refuse open display items or opened goods and request unopened or new goods.
- 8.4.8. Refusal of goods or services if they do not correspond with pre-approved samples.

8.5. Right to Fair and Responsible Marketing

- 8.5.1. Right to fair and honest dealings.
- 8.5.2. Reasonable terms and conditions, market value, quality, and safety.
- 8.5.3. Suppliers must be accountable for their return policies regarding unsafe or defective goods and the types of choices available regarding refunds, repairs, or replacements.
- 8.5.4. Consumer protection against fraudulent marketing, promotion, pricing, and deceptive representative schemes.

8.6. Right to Cancel

- 8.6.1. Supplier explanation in direct marketing transactions.
 - 8.6.1.1. Consumers can cancel agreements.
 - 8.6.1.2. Suppliers must return consumer payments based on refund stipulations.
- 8.6.2. Consumers have the right to cancel reservations, bookings, or orders.
 - 8.6.2.1. Depending on the nature of the business and specific circumstances, suppliers are entitled to request a reasonable advance deposit for reservations, bookings, or orders.
 - 8.6.2.2. Suppliers are entitled to impose a reasonable charge for canceling reservations, bookings, or orders depending on the nature of the business and specific circumstances.
- 8.6.3. Consumers' fixed-term agreements automatically cancel upon the expiry of the contract period without penalty or charge.
 - 8.6.3.1. Consumers must notify suppliers in writing or by other recorded means that fixed-term agreements continue before expiration.
 - 8.6.3.2. Suppliers can impose reasonable fees to extend fixed-term agreements.
 - 8.6.3.3. Consumers remain liable to the supplier for amounts owed to them concerning the terms of the agreement until the date of cancellation.

- 8.6.3.4. Suppliers may impose a reasonable cancellation penalty concerning any goods supplied or services rendered.
- 8.6.3.5. Suppliers must credit the consumers with any unused amounts that occurred after cancellation.
- 8.6.4. Prepaid certificates, credits, and vouchers only expire if a contractual agreement is reached between consumer and supplier.

8.7. Right to Accurate Information

- 8.7.1. Consumers' rights to information in simplistic, understandable language.
 - 8.7.1.1. For receipts of goods and services bought.
 - 8.7.1.2. For contracts, agreements, invoices, sales, and transaction identification records.
 - 8.7.1.3. For general information and education explaining consumer rights.
 - 8.7.1.4. For the guarantee of origin and transparency.
 - 8.7.1.5. All information must be straightforward, presentable, secure (if necessary), and available to all relevant parties.

8.8. Right to Repair and Compensation

- 8.8.1. Consumers have the right to secure the repair of products and services by recognized third parties, subject to agreement with the original supplier.
- 8.8.2. A legal instrument will define producers' and suppliers' liability for damage caused by defective products using internationally accepted product liability guidance.

8.9. Right to Safety

- 8.9.1. As outlined in the United Nations Consumer Protection Guidelines, a legal instrument will be generated to protect consumers from hazardous products or services, notify authorities of hazards, and recall defective products.

8.10. Right to Redress and Resolve Disputes

- 8.10.1. Consumers have the right to fair compensation or remedies for genuine grievances that will promote the following:
- 8.10.2. **Encouragement of Mechanisms:**
 - 8.10.2.1. Asgardia authorities shall encourage the development of fair, effective, transparent, and impartial mechanisms to address consumer complaints through legal instruments and alternative dispute resolution, including for cross-border cases.
- 8.10.3. **Legal and Administrative Measures:**
 - 8.10.3.1. Asgardia authorities shall establish or maintain legal and administrative measures to enable consumers or relevant organizations to obtain redress through expeditious, fair, transparent, inexpensive, and accessible formal or informal procedures. These procedures should particularly consider the needs of vulnerable and disadvantaged consumers.
- 8.10.4. **Access to Remedies:**
 - 8.10.4.1. Consumers should have access to remedies that do not cost, delay, or unduly burden the economic value at stake while not imposing excessive or disproportionate burdens on society and businesses.

8.10.5. **Business Responsibility:**

- 8.10.5.1. All businesses should first resolve consumer disputes expeditiously, relatively, transparently, inexpensively, and informally. They should also establish voluntary mechanisms to assist consumers, including advisory services and informal complaints procedures.

8.10.6. **Information Availability:**

- 8.10.6.1. Consumers should be provided with information on available redress and other dispute-resolving procedures. Access to dispute resolution and redress mechanisms, including alternative dispute resolution, should be enhanced, particularly in cross-border disputes.

8.10.7. **Collective Resolution Procedures:**

- 8.10.7.1. Asgardia authorities shall ensure that collective resolution procedures, including those on overindebtedness and bankruptcy cases, are expeditious, transparent, fair, inexpensive, and accessible to consumers and businesses.

8.10.8. **Cooperation and Understanding:**

- 8.10.8.1. Asgardian authorities shall cooperate with businesses and consumer groups to further consumer and business understanding of how to avoid disputes, the dispute resolution and redress mechanisms available to consumers, and where consumers can file complaints.

8.11. **Right to Fair Contracts**

- 8.11.1. Consumers have the right to fair contracts.
- 8.11.2. Consumers have the right to redress when it can be shown a contract was demonstrably unfair, unconscionable, or misleading.
- 8.11.3. Asgardia legal systems will generate a legal instrument that will further develop contract protections following the provisions of the Asgardia Contracts Act and the United Nations Consumer Protection Principles if necessary.

9. **Consumer Protection Evolution**

- 9.1. This Act shall be considered provisional; therefore, all rights and provisions will evolve as Asgardia grows.
- 9.2. As noted in the United Nations guidelines for consumer protection, relevant authorities should encourage the promotion of sustainable development. This development shall include:
 - 9.2.1. **Sectorial policies:** Policies related to territory, land, or property use, transport, energy, and housing.
 - 9.2.2. **Removing subsidies:** Removing subsidies that contribute to unsustainable patterns.
 - 9.2.3. **Enforcing laws:** Enforcing consumer protection laws against misleading and unfair commercial practices.
 - 9.2.4. **Guiding businesses:** Guiding businesses on how to design, produce, and distribute goods and services sustainably.
- 9.3. This sustainable development must align with relevant provisions of the Asgardia Space Activities Act.
- 9.4. **Legal Instruments** - When needed, in collaboration with the Minister of Trade and Commerce, authorized relevant authorities can enhance any provision within this Act with the following legal instruments:
 - 9.4.1. **Statutes** - for creating additional foundational laws or amendments.
 - 9.4.2. **Legal Codes** - as described in the Asgardia Government Act, codify clarity, organization, understanding, and meaning.

9.4.3. Directives:

9.4.3.1. **Regulations** - regulatory measures for providing further detailed information.

9.4.3.2. **Resolutions** - non-regulatory measures for operational and concurrent matters.

9.4.3.3. Reference the Asgardia Government Act for further details.

9.4.4. **Judiciary Rulings** - are formally written decisions made by a court that interprets law, establishes legal precedents, and can be used to enforce legal rights and obligations. Reference the Asgardia Judiciary Act for further details.

9.4.5. **Policy and procedures** - for guiding implementation.

9.4.6. **Standards**- for standardization of operation and implementation. Reference the Asgardia Standards Act for further details.

9.5. The Asgardia Trade and Commerce Ministry shall encourage and collaborate on all additions, recommendations, provisions, and amendments and update them as necessary to keep up with the evolution of the Asgardia Space Nation and changes in Earth laws.

9.6. Mechanisms for consumer representation in law and policy-making may be introduced case by case.

9.7. Relevant authorities may introduce specific provisions to promote forward-thinking consumer education and ensure that consumers stay informed about their rights and how to exercise them.

10. Digital Transformative Technologies, Security, and Cross-Border Environments

10.1. Since Asgardia is a digital space nation, digital transformative technologies are authorized for consumers, suppliers, and producers.

10.2. These transformative technologies will be aligned with Asgardia Digital Ecosystems as described in Article 13 of the Asgardia Competition and Fair-Trade Act.

10.3. These technologies can be automated, augmented, robotic, algorithmic, or animated and involve machine learning, computer vision, artificial intelligence, or any other means of digitally developing, interacting with, receiving, computing, transmitting, restoring, implementing, manufacturing, or storing data, whether human or non-human.

10.4. When in dispute, complaint, or question, these technologies that first cannot be solved by all parties involved require an assessment to consider the need for a legal instrument to prevent discrimination and ensure fairness.

10.4.1. The Asgardia Trade and Commerce Authority will conduct this assessment as specified in Articles 9.4.7 and 13 of the Asgardia Competition and Fair-Trade Act.

10.4.2. All electronic digital advancements in products and services, as well as how those products and services are managed or initiated, must align with the scope of the Asgardia E-Commerce Law and share the same legal considerations as non-digital systems.

10.5. Digital transformative technologies are advanced technologies that use digital technology to change consumer, supplier, and producer processes, culture, and experiences.

10.6. Consideration will be given to ensuring the maintenance of rights and commercial transparency concerning advancing digital transformative technologies.

10.7. Consumers can request human oversight or intervention.

10.8. The protections embodied in this Act will apply to all online and cross-border purchases.

10.9. In the case of cross-border consumer activity, Multilateral or bilateral arrangements will ensure that the agreements include all relevant Asgardia Consumer Act rights and provisions.

- 10.10. According to the Asgardia Information Safety and Security Cyber Law, consumers will be protected from cybersecurity risks associated with digital products, including the Internet of Things (IoT).
- 10.11. Digital products and services are treated the same as physical products and services and are bound to the same provisions within this Act.
- 10.12. Relevant authorities in Asgardia will generate procedures for remedies for faulty digital content using legal instruments when appropriate.

11. Enforcement and Penalties

- 11.1. Relevant authorities are authorized to investigate, enforce compliance, and impose sanctions as defined in the Asgardia Competition and Fair Trade Act.
- 11.2. Collective or class actions may be undertaken using the procedures established by precedent set by the Asgardia Judiciary.
- 11.3. Relevant Asgardia authorities may impose fines or fees as enforcement or penalties. These fees or fines must be fair, reasonable, and proportionate to the infraction.
- 11.4. This Act echoes the spirit of Asgardia's Supreme Values. Asgardia recognizes that those who do not align with this Act do not align with our Supreme Values, which can cause a disconnect from Asgardia.