

# Study on the effectiveness of minors' online trading behavior

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**Abstract:** With the rapid development and popularization of the network, minors' participation in online transactions shows a younger age and the consumption amount is becoming greater. Because of the virtuality of online transactions and the immature mind of minors, a large number of disputes caused by the behavior of online transactions conducted by minors are also increasing day by day. In order to solve such disputes and maintain the rights and interests of minors and the stability of online transactions, it is necessary to determine the effectiveness of the acts of minors' online transactions. However, minors are not the subject of network transactions stipulated by law, and the identification of the effectiveness of network transactions of minors itself is very difficult because of the particularity of the subject and the network environment, and the lack of complete rules of proof also leads to the relief afterwards. Therefore, it is necessary to give the minors the corresponding contracting ability in the network transaction, clarify the effectiveness of the minors in the special network transactions such as standard terms and contract fraud, and improve the proof rules in the occurrence of disputes to solve the disputes.

**Keywords:** Minors; Network Transaction Behavior; Contracting Ability; Contract Effectiveness

## 1. Introduction

Nowadays, we are in the age of Internet information, and the age of minors' first contact with the Internet is getting lower and lower, and their online consumption such as online recharge is relatively common<sup>[1]</sup>. Affected by the epidemic, more and more minors take online classes at home, and the time of contact with cyberspace is also increasing. Electronic contracts in the era of the Civil Code have been legally recognized and legally effective. However, the online shopping contracts are not included in the famous contracts to make a series of more detailed regulations, providing more protection for minors. Only the civil Code and the relevant provisions of contract effectiveness can be used to protect the minors in network transactions. However, with the influx of minors into cyberspace, there will inevitably be a large number of minors' online transactions, which promotes the development and prosperity of e-commerce and also brings a lot of disputes due to their limited contracting ability. Because the uncertainty of the minors' ability to contract will affect the establishment of the contract and thus disturb the normal order of network transactions. This will not only damage the health of minors, but also have a bad impact on the convenience of the Internet. Therefore, it is necessary to study the effectiveness identification of minors' online transaction behavior, so as to help minors to obtain safe and efficient network resources while ensuring the safe, convenient and stable network transaction.

## 2. Basic concepts and characteristics of minors' online trading behavior

### 2.1. The Concept of minors' online trading behavior

The behavior of minors' online transactions is generally reflected in the form of online transaction contracts, that is, the behavior of online transactions is the behavior of signing online transaction contracts. Therefore, the concept of minors' online transaction contracts can be clarified first when studying online transactions. Network transaction contract refers to an agreement involving property rights and obligations between consumers and online businesses through digital offer and acceptance. The biggest difference between this and the traditional sales contract is whether the buyer and the seller contact directly. The offer and acceptance of the online transaction contract are made in the form of digital data messages, while the traditional transaction behavior has tangible media. Online trading is

not limited to buying and selling tangible goods, but also includes ordering services, live rewards, etc. Due to the convenience of the network, the online transaction can reach the other party after the party has made the acceptance and offer, which makes it difficult for both parties to withdraw the offer or acceptance in the form of the traditional "right of withdrawal".

Therefore, in combination with the provisions of the Electronic Signature Law of China, it can be recognized that the minors' online transaction contract refers to the sales contract with tangible goods or intangible goods as the subject matter, which is formed, sent, received or stored through the Internet by minors and other natural persons, legal persons or unincorporated organizations through electronic, optical, magnetic or similar means. The behavior of minors signing this network transaction contract with merchants is network transaction behavior.ing contract with merchants is the online transaction behavior.

## ***2.2. Characteristics of minors' online trading behavior***

### ***2.2.1. Virtualization of the principal identity***

In the process of online transactions, both parties can complete online transactions through the relevant operations of the network platform. This "back-to-back" transaction form makes it impossible for both parties to see the trader himself. The electronic information stored in the network system of the other party is presented to both parties. In addition, many trading platforms have low requirements for identity verification, and the parties can register accounts and sign contracts on the website without complete identity verification. In this case, it is more unknown whether the parties' identity information on the network is true and whether the trading parties have full civil capacity.

It is precisely because of the virtual nature of online transactions that the identification of minors is more complex. In traditional contract signing, by observing the physical characteristics of minors, such as height and appearance, it can reduce the possibility of minors becoming unfit subjects and avoid the risks brought by signing contracts with minors in a timely manner. During the signing of network transaction contracts, if the network transaction contracts are signed through the network platform, the platform has the obligation to review the identity of users; If both parties sign an online transaction contract through self negotiation, the identification of the identity of the parties depends on the identity information provided by the other party, as well as the information technology means used in the review.

### ***2.2.2. Serious information asymmetry between the two parties of the network transaction***

When conducting online transactions, due to different professional knowledge and information collection methods, it is impossible for the parties to obtain all information related to the transaction, and the transaction information held by the parties is incomplete. Incomplete information is mainly reflected in information asymmetry, which means that there are differences in transaction information collected by both parties.<sup>[1]</sup> Producers and online merchants of commodities are clear about commodity quality, model and other information, while consumers are difficult to know the quality information of commodities due to the virtual nature of the network, and their grasp of commodity information depends on the publicity of merchants. In online transactions, consumers can't see the commodity entity, they see the commodity pictures uploaded by merchants, and the authenticity of the pictures can't be guaranteed.

For example, the "Taobao order swiping" business is specialized in making false comments in the Taobao commodity review area. It is difficult for consumers to distinguish between the true and false comments, and they will buy goods based on false comments. After receiving the goods, they find that there is a large difference between the real goods and the pictures. Due to the asymmetry of contracting information between the two parties, the transaction time and cost have increased, which requires consumers to choose carefully. It is very difficult for minors to collect commodity information in advance when signing online transaction contracts because of their arbitrariness. If they conduct transactions rashly, the purpose of online transaction contracts will not be realized. At the same time, because minors are mentally mature, it is very difficult for them to obtain the items they want to trade from limited information in the process of online transactions. It is very easy to make mistakes and increase the risk of online transactions.

### ***2.2.3. Online transaction content is rich in inducing nature***

As the main body of network transactions, minors' consumption concept is not mature, and the understanding of their own economic ability and contract effectiveness is relatively shallow, so it is

difficult to achieve rational consumption. In real life, most minors have only bought the commodities with a small target amount or have not participated in the transaction behavior. In the face of a wide range of goods on the Internet, they usually make the transaction behavior based on their preferences, failing to take into account the responsibilities and the impact after making the transaction behavior. Various game software and entertainment projects are more attractive to minors, leading to the impulse consumption of minors, such as in recent years, minors' game recharge behavior, live broadcast reward behavior, etc.<sup>[2]</sup>

These online shopping contracts are signed in a simple way, by simply operating on the mobile phone to complete online transactions. Many applications are consumption-oriented, according to the preferences of minors will automatically pop up advertising pages to induce minors to consume. Or in the consumption interface without a special prompt, the minors have completed the online transactions without careful consideration, and even it is not clear that the completion of the signing behavior is required to bear the payment obligation.

#### ***2.2.4. Online transaction behavior is instantaneous***

E-commerce pursues the high efficiency of transactions. Many online service platforms have set up format contracts without complex consultations. Minors can conduct online transactions and sign online shopping contracts according to the prompts on the platform page. For example, when buying goods on Taobao platform, minors only need to select items, and the payment password completes the signing of the online shopping contract. In the game, the platform will send the purchase of the game equipment to the game account after the payment is completed. The signing and performance of the online shopping contract are basically completed at the same time. Minors in the thinking when signing the contract is not considerate, even if after their own signing behavior have regret, because the contract has been performed, it is difficult to terminate the contract. Minors' demand for watching movies and listening to music on the Internet is gradually increasing. Many movies need to recharge their members to watch, and the behaviors such as charging members and buying game equipment are immediate.

### **3. The theoretical basis and necessity of studying the effectiveness of minors' online transactions**

#### ***3.1. Study the theoretical basis of the effectiveness of juvenile network transaction behavior***

There are different views on whether the online transaction behavior of minors applies to the traditional contracting capacity system.

It negative that the online transaction behavior of minors is effective, because the environment of online shopping contract and the virtuality of the subject do not have to be confined to the traditional contracting ability system<sup>[3]</sup>. If we often protect the interests of the minors and deny the validity of the contract with the merchants, it will not only ignore the interests of the merchants but also undermine their confidence in the online transactions, which is not conducive to the orderly development of e-commerce. It can be seen from the second provisions of article 48 of the E-commerce Law that in the course of e-commerce transaction, the parties have the corresponding civil capacity, unless there is sufficient evidence to overturn. This means that when there is no sufficient evidence to overturn, the online shopping contract is valid, as long as the minor has fulfilled his responsibilities in accordance with the contract.

Sure that the traditional contracting ability system can still apply to minors network transaction behavior, in the case of uncertain contract effectiveness can according to the relevant provisions of the "contract law", by its legal representative for later ratification to confirm the effectiveness of the contract, and no ability to conclude the network shopping contract is invalid. The damage caused by the invalid contract should be compensated by the legal agent of the minor. The compromise is that the negative statement is too radical and too the pursuit of the spirit of contract and the ability of minors to contract, not aware of the immature actual situation of minors, can not well protect the interests of minors. Must say that the pursuit of legal stability and ignore the characteristics of network transaction virtualization.<sup>[4]</sup>

The compromise claims that the identification of minors' online transaction behavior should be analyzed in detail. If a minor is contracting without adopting an obvious violation, his contracting ability can be determined according to the traditional theory of contracting. If illegal means are adopted to make the contract and the counterpart has fulfilled the reasonable duty of care, then the legal agent

shall not claim that the contract is invalid on the grounds that the subject party is minor.<sup>[5]</sup>

This article more agrees with the point of view that the traditional regulation of contracting ability is very important to protect the legitimate rights and interests of minors, but at the same time, it should also take the interests of the network transaction counterpart into account, to maintain the stable development of e-commerce economy. Under the current legal regulation, the validity of minors' online transaction behavior is not clearly stipulated, so it is necessary to study the validity identification of minors' online transaction behavior.

### ***3.2. The necessity of studying the effectiveness of juvenile online transactions***

#### ***3.2.1. Minors are very casual to conduct online transactions***

The rapid development of information technology has created the high-speed establishment of the network virtual world, and the supporting network services are becoming more and more perfect. Minors' world outlook and consumption view are not yet mature, and it is difficult to control their own consumption impulse, so that there are a large number of blind network transactions in reality. Especially in the highly developed network now, the real life and the network world are more and more intersection, continuous integration, most minors will also have more demand for virtual goods and services.

Minors, because of their immature mental development, no social experience, have little consideration to the value of goods, and they are easy to be attracted by things on the Internet and thus blindly conduct online transactions with merchants. Because the network the virtual environment makes it is difficult to distinguish the order is full civil capacity, the identification of the parties has great difficulty, in this case minors cannot realize the amount of spending, merchants think their transactions normal and effective, not good qualitative this behavior, will make the interests of both sides are damaged. So how to define the effectiveness of this transaction behavior is crucial, to protect the interests of minors while not damaging the reasonable interests of businesses.<sup>[6]</sup>

#### ***3.2.2. The amount involved in minor online transactions is gradually increasing***

With the popularization of various terminal electronic equipment and the increasing time of online classes during the epidemic period, minors have more and more opportunities to touch the Internet. Because they have not yet formed the correct values, and their consumption habits are easily affected by the network environment. And now the network information is uneven between good and bad, unscrupulous businesses in order to maximize their own interests will be advertising publicity of minors and their signed large electronic contracts.

Due to their limited judgment ability and unclear understanding of the value of commodities, it is difficult for minors to exchange equivalent transactions. Signing electronic contracts at will, the amount of online transactions will be bigger and bigger. Minors willpower is not firm, plus the virtual environment in the network mood more impetuous, the wind of comparison, business bad profit mentality is serious, minors for large network consumption behavior is common in judicial practice, because of the special protection of minors makes the effectiveness of its behavior is more complex. Because the amount is getting bigger and bigger, if effective measures are not taken for minors' online transactions, it will seriously affect the rights and interests of the parties concerned, and even hinder the development of minors' business.

## **4. Problems existing in the effectiveness of minors' online transactions**

### ***4.1. Minors are not the subjects of online transactions as stipulated by law***

With the implementation of the E-commerce Law, China has a clear legal provisions on electronic contracts, which also provides a stable institutional support for the development of China's network economy. However, the regulation of minors' online transaction behavior is still very scarce, but the rapid development of e-commerce and minors have more intersection, which will lead to the difficulty of legal application of judicial practice to some extent. The relevant provisions in the Civil Code strongly protect minors strongly, but they do not take into account the popularity, convenience and particularity of online transactions today.

At present, the main body of online commercial behavior is no longer limited to adults. More and more minors and even people under the age of 8 without civil conduct capacity are actively

participating in online life and enjoying the convenient and efficient life brought by modern e-commerce.<sup>[7]</sup> If a large number of minors can conduct online transactions, the traditional civil law is still used now, in disputes, online transaction contracts signed by persons with limited civil capacity will often be identified as invalid or voidable contracts, and contracts signed by persons without civil capacity will be deemed as invalid.<sup>[8]</sup> This kind of treatment will not only affect the effectiveness of the contract concluded by minors, but also be denied because of the validity of the contract, believing that minors are deprived of their freedom of behavior, which is not conducive to the healthy and free growth of minors in the network era, but also impact the stability of the network transaction environment.

However, at present, there are great difficulties in the identification of adults, the identification of contracting ability, the effectiveness of transaction behavior and the identification of rights protection in judicial practice. Our current law does not fully consider this special case and does not provide accordingly. If the general rules of the Civil Code are applied invariable to deal with the disputes arising from juvenile online transactions, it does not accord with the characteristics of juvenile online transactions, and it will hinder the development of e-commerce. This requires us to re-examine the legal problems, actively adjust the existing legal rules, promote the sustainable development of e-commerce while protecting the interests of minors, and maintain the stability of the transaction order in cyberspace.

#### ***4.2. Difficulties in determining the effectiveness of minors' online transactions***

In the real world, the determination of the effectiveness of civil acts involving minors is very clear and simple, even if it is not difficult to resolve disputes. Because of the particularity of the juvenile identity, the relatively stable life, and the few types of behaviors they can participate in, so the legal practice and theoretical development of the civil conduct capacity of minors in real life have been widely recognized. Referring to the experience of minors trading in real life, it is concluded that the effective conditions of minors' online trading behavior are: minors need to have the ability to match their online trading behavior, the intention of both parties is true, and the network behavior itself does not violate the legal provisions and public order and good customs. However, in the virtual world of the network, the environment of minors is no longer simple, and the types of participatory behaviors can become complicated, which will bring new difficulties to the identification of the effectiveness of their behaviors, and the resolution of disputes is no longer simple.

For example, because of the virtual nature of the network, the real identity of both parties of the network transaction cannot be identified. The traditional electronic signature and electronic authentication methods of the Internet trading platform do not need face-to-face signature. Minors can forge the identity information of the parties to sign an electronic contract. With the emergence of network fraud contract and the phenomenon of subjects who do not have the ability to perform the contract participating in network transactions in various platforms endlessly, this will make us more and more doubt the professionalism and neutrality of third-party certification, which will undoubtedly increase the difficulty of identifying the effectiveness of juvenile transaction behavior.<sup>[9]</sup> Because the relative person of the minor online transaction cannot judge the age and intelligence of the opposite buyer and other factors that can determine whether the buyer has civil capacity, it is impossible to judge whether the network transaction behavior is effective.

At the same time, the effectiveness of minors' network transactions is uncertain and unstable. Most of the minor contracting behavior of minors are bound by the legal agent, so that the minor network transaction behavior of minors in a state of validity for a long time, then how to obtain the recognition of the legal agent is particularly important, otherwise it will bring difficulties to the performance of the contract. The need for adult ratification to occur effective minor network transaction behavior and its original low-cost, efficient and convenient network transaction to bring inconvenience. In real life, many minors embezzle and falsely use their adult identity information to participate in online transactions, which also brings challenges to determining the effectiveness of the contract.

#### ***4.3. Lack of complete rules of evidence for the online transaction disputes of minors***

Due to the lack of specific and clear legal provisions, there are problems in determining the effectiveness of minors' online transactions in practice, and there is no unified identification idea, so it is also difficult to examine the case to provide evidence. Unlike in real-life transactions, the whole process of online transactions is recorded by means of binary code on the Internet. The minor participates in this kind of transaction behavior and the other party have the effectiveness of the

behavior dispute, who can provide the original favorable evidence will occupy a favorable position in the trial, because the court determines the responsibility of both parties and the effectiveness of the network transaction behavior judgment, are based on the relevant evidence. However, in a virtual environment like the Internet, it is relatively difficult to obtain evidence, especially for consumers, which is in a relatively weak position. Because of the virtual nature of the network, the threshold for merchants' evidence fraud is very low, and merchants will use their advantage to tamper with the original data, so the authenticity of the data is difficult to guarantee.

In judicial practice, minors using adult identity to participate in network trading disputes resort to court, because minors and their legal representative is difficult to prove, the court in order to avoid contradiction escalation, not directly in the judgment documents writing network transaction behavior is invalid or revocable, it actually revealed that the court when dealing with similar cases is no specific rules of proof. Many minors pretend to be adults to conduct online transactions, because of the lack of awareness of rights protection, the grasp of the evidence compared with businesses out of a disadvantage, can only admit that the bad luck is not to pursue.

According to the principle of "who claims who proof", the minor party needs to provide proof that the transaction behavior subject is conducted by minors, rather than account adult holder, and did not get the consent of the legal agent, such as payment behavior is minors stealing bank card payment, such behavior it is difficult to prove in real life. The other party of the transaction needs to prove that it provides effective measures to prevent the transaction is the minor's duty of attention, but because the business has an absolute grasp of the data, can explain and even easily modify the terms of the contract, and has a mature team to deal with such problems can easily deal with such disputes. For the content that both sides must provide evidence, it is difficult to find the standard for identifying the evidence in judicial practice. At the same time, because the plaintiff is difficult to provide evidence, it often bears the adverse consequences because the evidence cannot be provided.

## **5. Suggestions on improving the effectiveness of minors' online transactions**

### ***5.1. Suggestions on the subject of minors' online transactions***

#### ***5.1.1. Improve the measures to identify the identity of minors in online transactions***

First of all, some unique human features such as eyeball iris, facial recognition and fingerprint can be verified through technological means. At present, many platforms have begun to try this specific operation, such as wechat can support fingerprint payment, and Alipay has even opened a facial recognition system to complete the payment, which has greatly improved the traditional mobile phone verification and SMS verification in the security and reliability of transactions.<sup>[10]</sup>

Secondly, in order to eliminate consumers' doubts about the technology of electronic authentication service agencies and their service position, and to solve the dilemma of difficulty in identifying e-certification, it is a good idea to establish a unified national identity authentication center led by the government. Because China's current electronic certification service agencies because of the regional interval, will form a split and information island, making the certification work can not be carried out effectively. Combined with the current situation of the development of technology in our country, the construction of national-level identity authentication center, through the platform to ensure the security of the highest level of public key authentication work and orderly, protect personal information is not leaked, can also solve before the electronic authentication institutions because of unbalanced distribution and waste of time, efficiency is not high. In addition, you can also learn from the advanced management experience of the American certification bodies, and put the previous electronic certification bodies to form an industry association, the industry standards and its modification issues are formulated by the industry experts, the national specialized agencies are responsible for the supervision, from the overall grasp of the development trend of the industry.

Finally, the real-name authentication requires you to confirm whether the minor is registered accompanied by the guardian during the authentication process, which requires the uploading of the guardian's photos and ID card information. Online live broadcasting platforms can learn from the tips that game platforms should develop the anti-juvenile dependence system and the browsing time. At the same time, they should also classify the videos recommended by minors through algorithms to reduce the bad guidance for minors. To close the channels for minors to give large amounts of rewards to anchors, and improve the identity authentication measures such as facial recognition when users give large amounts of rewards, so as to restrict minors' reasonable and effective use of network resources.

### ***5.1.2. Refine the relevant provisions on the contracting ability of minors to conduct online transactions***

Drawing on the "provision of pocket money" or "necessities" theory from abroad, minors are given a certain ability to contract for online transactions, and the corresponding laws need to be adjusted. A new judicial interpretation can be issued to refine Articles 144 and 145 of the Civil Code: to give persons without civil capacity and persons with limited capacity for civil conduct the ability to meet their age, living needs and mental conditions in online transactions. When the electronic contract concluded by the minor conforms to his ability to conduct and the other party has performed the reasonable review obligation, the validity of the act shall be affirmed, and the ratification of the legal agent is not required to be valid from the beginning, except as otherwise stipulated by law. Refine the legal provisions of "being adapted to the age, intelligence and mental status of minors".

First of all, make clear the scope of the network transaction behavior in line with the minor and his age, intelligence and mental status, and can refer to the average consumption level of the same minor or the same age group.

Secondly, because of the different economic development levels in different regions, we can flexibly formulate the standard for the amount of local minor online transactions, according to this standard to judge whether the network transaction behavior of the minor has legal effect. At the same time, we should also consider the actual family economic situation and consumption habits of the minors in the case, which will affect or determine the amount of pocket money that the minors can control in their daily life. If the amount of the minor's online transaction is completely provided only by the parents and within the independent control of the minor, then the parents can not claim to revoke the act on the grounds of "inconsistent with their intelligence level".

Finally, minors' online transactions also involve virtual property such as rewards to live anchors and online game recharge. At this time, for the minor network transaction behavior of the virtual property, we must make clear the correlation degree of the virtual property and its life. It is suggested that under normal circumstances, the minor disposal behavior of virtual property is effective, but if the disposal behavior will have a substantial impact on their living conditions and study, the effectiveness of the behavior at this time should be yet to be determined. Because the legal agent bears great responsibility for the supervision of such behavior of minors, while protecting the interests of minors, it should also stipulate that the legal agent has the corresponding compensation obligation to the good-faith counterpart in the network transaction of minors. The money beyond the disposal of minors' online transaction behavior should be dealt with by the traditional contracting theory, which is not only conducive to the stability of China's legislation, but also fully consider the characteristics of online transaction behavior, and promote the stability and development of the network business environment.

## ***5.2. Suggestions on the effectiveness of online transactions among minors***

### ***5.2.1. Improve the relevant provisions of the standard terms of minors' online transaction behavior***

Because of the particularity of the transaction subject of minors and the particularity of the network transaction itself, the obligation of care of the contract providers is required to be more careful in terms of the network format contract. Consumers need to be reminded through different technical settings according to the degree of influence of the format terms on consumers' rights. Can refine article four hundred and ninety-six of the civil code about take a reasonable way to draw attention, generally can the font bold tilt or enlarge processing, for the major rights of consumers to set up special connection or dialog box to draw attention, at the same time set the text reading time and "I have read and agree" button, the user click later can be the next step of operation.

In addition, the scope of attention needs to be clearly drawn. In order to guarantee the balance of rights and obligations, the scope of attention should include all the standard contract terms, including not limited to the exemption clauses, the content of the contract, the time of the formation of the contract, etc. Now most platforms have set format terms on the user registration interface, and if they do not agree, they cannot enter the platform for follow-up operations. Merchants can conduct hierarchical protection when minors register, and set up a special minor interface through the algorithm. When minors search for goods beyond their age range, their guardians need to be present together to pay successfully, otherwise the order cannot be completed.

At the same time, it is also necessary to collect the information of their guardians when registering, but for the protection of personal information, relevant rules should be formulated to clarify the

collection and use of information. The provider of the standard terms shall inform the user of the purpose of the information collected and whether it needs to be disclosed with its consent. Meanwhile, it must make a promise of confidentiality to protect the security and integrity of the information, and cannot lure minors to provide more identity information through high bounties.

### ***5.2.2. Improve the relevant provisions on minor fraud contracting***

Minors may use other people's account information to defraud online transactions due to various restrictions of their own accounts. For the effectiveness of such network transaction behavior, we can refer to the theory of table agents. This is not only conducive to the protection of the good-faith counterparts who are cheated by minors and fulfill the duty of reasonable review, but also can promote the smooth development of online transactions.

If there is a legal agency relationship between the minors and the parties with the stolen identity information, the legal liability should be borne by the party with the fraudulent identity; if there is no agency relationship, the parties with the fraudulent identity should still bear the corresponding liability to the minor and compensate for the loss.<sup>[1]</sup>

In addition to the use of other people's account fraud, minors can also conduct false identity registration online, so that the transaction of the transaction into the wrong understanding and network transactions. For this case, we can refer to the provisions of Taiwan, China province telecom legislation: a person without civil capacity or a person with limited civil capacity shall be regarded as a person with civil capacity. In this case, this article believes that the minor is regarded as a person with full capacity for civil conduct, recognizing the validity of the contract he has concluded, and the legal consequences shall be borne by the legal agent of the minor.

### ***5.3. Suggestions on the rules of evidence and proof for minor online transaction disputes***

When the dispute caused by the network transaction implemented by minors comes to the court, the minor and his legal agent must prove that the network transaction is carried out by the person with limited civil capacity or without civil capacity, and claim that the cancellation of this act negates its effect. However, because of the unequal status of the two parties to the transaction, it is difficult for the minor party to obtain, and to preserve and submit such evidence, and there is no such case evidence rule in the judicial practice of the court. Therefore, in order to clarify the proof rules of both parties, the burden of proof of the minor can be appropriately increased.

If the minor party is unable to provide evidence, it may request the other party to provide necessary evidence. First of all, as a service provider, they need to prove that they have fulfilled reasonable technical obligations to judge the identity of minors, such as real-name authentication and facial recognition are both favorable means of age judgment.

Secondly, we need to prove that they have fulfilled the obligation of hierarchical protection after minors enter the platform. No goods or services beyond the age range of the minors are pushed. Only in the presence of the supervisory guardian can they buy the goods or services beyond their age range, and strengthen their own supervision while restricting the large consumption of the minors.

## **6. Conclusions**

To sum up, the validity identification of minors' online transaction behavior should not only rely on the traditional civil law theory, but also be applied with The Times and innovative. We analyze the effectiveness and rules of evidence in combining the theory of civil law and reality. The rapid development momentum of the Internet is not reduced, and minors, as one of the main bodies of network transactions, will be more and more flooded into network transactions. I hope that the content of this article can protect the rights and interests of young adults and promote the development and prosperity of network transactions when minors have disputes in network transactions.

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