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On the Definition of the Behavior of Replacing QR Codes

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Abstract

In recent years, some criminals have obtained others' property by replacing *QR* codes, which has sparked fierce debates on the nature of such acts. The controversy over defining the nature of these property-related cases mainly revolves around fraud and theft. Existing theories primarily include the general fraud theory, triangular fraud theory, new triangular fraud theory, indirect principal theory of theft, and ordinary theft theory. During the crime, the perpetrator conceals their existence, and neither customers nor merchants have direct contact with the perpetrator, making it impossible to generate disposal of the perpetrator. Therefore, the argument that replacing *QR* codes for property constitutes fraud lacks persuasiveness. In addition, customers scanning the wrong *QR* code to repay debts to merchants is not the direct act of theft by the perpetrator, and the perpetrator does not dominate customers. Thus, the view that the perpetrator is an indirect principal of theft cannot be established. However, it is precisely the perpetrator's act of replacing the merchant's *QR* code that replaces the merchants is dentity as a creditor, secretly intercepts the creditor's rights and interests transferred by customers to the merchant, violates the wishes of both customers and merchants, and meets the constitutive requirements of theft. Therefore, it is more appropriate to characterize the act of replacing *QR* codes as theft.

Key words

Act of replacing QR codes, Fraud crime, Theft crime

1. Theoretical Controversies on the Behavior of Replacing QR Codes

1.1 Disputes over Qualification

In 2018, Li Moumou repeatedly replaced QR codes, and the public prosecution organ instituted a public prosecution on the charge of theft. However, the first-instance court held that it constituted fraud. Finally, the public prosecution organ appealed against the improper first-instance judgment, and the second-instance court also found it constituted fraud and upheld the original judgment. In 2019, the court found Shi Mou, who also replaced QR codes, guilty of theft. It can be seen that regarding how to

define the nature of the act of replacing QR codes, there are different opinions between procuratorial organs and judicial organs, as well as among judicial organs. Perpetrators all obtain others' property by replacing QR codes, with the same nature of behavior, but the judgment results differ. The biggest controversy is whether replacing QR codes for property constitutes fraud or theft (Yu, H., 2022). The identification standards for theft and fraud are different. Compared with traditional property crimes, whether the perpetrator's act of obtaining property violates the victim's true will, and whether the victim has a cognitive deviation, thus generating the intention and act of disposing of property, are relatively easy to distinguish. However, the act of replacing QR codes under this new criminal method blurs the distinction between fraud and theft, making the nature of the case difficult to define. Before a unified definition standard is formed in China regarding the nature of this act, the situation of "different judgments for the same case" exists, which is not conducive to achieving judicial justice. Accurately determining the nature of acts in new property crime methods can not only precisely combat criminal acts but also strengthen victims' relief, thereby maintaining the authority of national law, ensuring fairness and justice, and increasing judicial credibility (You, B. X., 2022, pp. 159-161).

Among them, within the theory of fraud, it can be divided into the general fraud theory and the triangular fraud theory. Dr. Zhang Qingli supports the general fraud theory, believing that the perpetrator uses the method of replacing the merchant's QR code to deceive customers into thinking that the replaced OR code is the merchant's, thus disposing of their property. Since customers are aware of their act of disposing of property, they have the intention to dispose (Mei, S. Y., 2021). In this case, the victim is harmed, and the perpetrator obtains property, thus constituting fraud. Scholar Ruan Qilin states in "The Qualification of QR Code Replacement Cases as Fraud" that if the person who is deceived and delivers the property is not the same as the person who suffers the loss, it does not affect the establishment of fraud, that is, the nature of fraud is not affected by the deceived person disposing of their own property (Ruan, Q. L., 2018, pp. 3-7). Triangular fraud refers to the situation where the deceived person disposes of property due to misunderstanding, causing the victim to suffer losses, and the deceived person is not the same as the victim. The perpetrator secretly replaces the merchant's QR code with their own, and customers lack the ability to distinguish, so they dispose of property based on cognitive defects. While obtaining goods, merchants do not receive equivalent returns, making merchants the real victims. Therefore, this act should constitute triangular fraud. Scholar Zhang Mingkai proposed a new triangular fraud relationship in "Types of Triangular Fraud", believing that the deceived person disposes of their own property based on a wrong understanding, not the victim's property, and the victim suffers losses. This act is different from traditional triangular fraud and should be regarded as new triangular fraud (Zhang, M. K., 2017, pp. 9-26).

Among the views that the perpetrator who replaces the QR code constitutes theft, there are different opinions on whether the perpetrator is a direct principal or an indirect principal of theft. Some scholars believe that the perpetrator replaces the merchant's QR code without the notice of both the merchant and the customer. Although this replacement act deceives the customer, this deception is not the

deception in fraud, so it cannot make the customer produce a wrong understanding of disposal. The perpetrator has the purpose of illegal possession from the beginning and violates others' true will to steal others' property, so it should constitute theft. For example, scholar Zhou Mingchuan states in "Qualitative Analysis of Obtaining Property by Replacing Merchants' QR Codes" that customers are unaware that the payment for goods will fall into the perpetrator's account when paying with the replaced QR code; merchants think the QR code is their own and have no intention to transfer possession to the perpetrator. Therefore, neither customers nor merchants dispose of property to the perpetrator based on wrong understanding, so this act belongs to secret theft rather than fraud (Zhou, M. C., 2017, pp. 112-122). Scholar Bai Langtao states in "On the 'Disposing Intention' in Fraud" that the perpetrator is a direct principal of theft. The perpetrator replaces the QR code, steals the merchant's identity as a creditor, violates the merchant's true will, and transfers the merchant's creditor's rights and interests against customers to themselves, which conforms to the constitutive requirements of theft (Bai, L. T., 2017, pp. 97-106). Another view holds that the perpetrator who replaces the QR code is an indirect principal of theft. The indirect principal of theft refers to manipulating others as tools to commit crimes without directly implementing the crime themselves. The perpetrator secretly replaces the merchant's QR code and uses the customer's ignorance to make the customer a tool for secret property acquisition.

The act of replacing the QR code by the perpetrator, with the purpose of illegal possession, violates others' true will, and steals others' property (property interests), satisfying the constitutive requirements of ordinary theft. It should be determined to constitute theft rather than fraud, and the specific reasons are elaborated below.

1.2 Merchants Should Be the Victims

In QR code replacement cases, determining the victim requires discussing whether the perpetrator truly infringes on the legitimate rights and interests of the merchant or the customer. There is a sales contract relationship between the merchant and the customer. According to legal provisions and trading habits, both the merchant and the customer have mutual rights and obligations: the merchant delivers goods and has the right to collect payment; the customer has the right and obligation to receive goods and pay the price. Among them, scholars Liu Mengya and Zhang Aiyan argue that the victim is the customer (Liu, M. Y., & Zhang, A. Y., 2018, pp. 12-15). Before the customer scans the code to pay, the QR code has been replaced, and in fact, the merchant has no possibility of receiving the payment. At this time, the rights and obligations between the two parties are unequal. The merchant suffers losses without receiving the payment, and still has the right to require the customer to pay. The customer's payment obligation is not eliminated because the QR code is replaced, so the customer's rights and interests are infringed, and thus the customer is the victim.

Other scholars believe that the merchant is the real victim. The customer has completed their obligation by scanning the code to pay, so the merchant has no right to ask the customer to pay again (Wang, Y. F., 2022). The merchant delivers the goods but does not receive the corresponding payment, making the merchant the ultimate victim. The author agrees with the second view and believes that the victim in QR code replacement cases is the merchant. As is well known, QR codes have the advantage of being convenient and fast. When customers pay in the way required by the merchant, they often do not take the initiative to check whether the merchant's QR code is correct. In daily life, there are a large number of transactions. Checking the correctness of the merchant's QR code undoubtedly increases the customer's duty of care and payment difficulty, which does not conform to the current concept of fast and convenient transactions. Moreover, merchants can avoid losses by timely checking the QR code and turning on the payment voice function. Since the customer has paid to the designated account, regardless of where the payment flows, it means that their payment obligation has been completed. The merchant cannot require the customer to pay again. It is only because of the perpetrator's act of replacing the QR code that the creditor's rights and interests that should belong to the merchant are stolen, making the merchant the ultimate victim. After the transaction ends, the customer pays the price and obtains the ownership of the goods in return, without any financial loss, so the customer is not the victim.

1.3 The Object of the Crime is Property Interests

In such cases, the main disputes are not only reflected in the definition of nature and the identification of victims but also in the determination of the object of the crime. Some scholars believe that the merchant's loss is specific payment for goods (Ma, C., 2018). At the moment when the customer scans the code to pay, the merchant has a claim for the payment based on the delivery of goods, and these funds should belong to the merchant, that is, the merchant has the right to these funds. In fact, the merchant does not obtain the ownership of the payment. Before the customer scans the code to pay, it belongs to the customer, and after payment, it is possessed by the perpetrator. In other words, the factual state of the merchant's possession of the payment never formed throughout the process, so the merchant's loss should not be money.

Based on the sales contract relationship between the customer and the merchant, both parties enjoy mutual rights and obligations. In QR code replacement cases, the customer pays the payment and receives the goods, and their legitimate rights and interests are not damaged. Of course, the payment here includes but is not limited to currency. In this case, it mainly involves electronic currency, which operates through a third-party payment platform. Due to the convenience of electronic payment, when customers trade with merchants, they do not actually transfer their control over real property but only transfer their monetary claims (Wang, Y. C., 2022, pp. 95-103). The normal mode is that customers directly transfer their claims against the payment platform to the merchant. However, due to the interruption of the perpetrator's act of secretly replacing the QR code, the merchant does not receive the property paid by the customer after delivering the goods. This property is essentially the claim that the merchant should obtain (Liu, P. C., & Zhang, X. T., 2022, pp. 36-37). In short, the perpetrator intercepts the claim for creditor's rights that should belong to the merchant against the third-party payment platform.

2. The Behavior of Replacing QR Codes Does Not Constitute Fraud

2.1 Negation of General Fraud

2.1.1 The Perpetrator's Deception is Not the Deception in Fraud

The deception in fraud refers to intentionally fabricating facts or concealing the truth to mislead the deceived object, making it have a cognitive deviation when disposing of property. The content of deception can include facts and values; the ways of deception include express and implied, as well as acts or omissions. Moreover, the deceptive act must reach a certain degree to cause the other party to have a cognitive deviation. For example, A sells a vase claimed to be from the Ming Dynasty to B at the price of 200 yuan. According to the understanding of the general public, this vase is a fake. A cognitive error means that the deceptive act makes the other party produce a wrong intention to dispose of property, and this error cannot be any error. For example, A borrows B's mobile phone to make a call under the pretext, and with B's consent, A takes B's mobile phone when B is not prepared. At this time, the perpetrator A has implemented a deceptive act, and B has a cognitive defect, but B does not have a cognitive deviation regarding the disposal of the mobile phone's ownership. There is no causal relationship in criminal law between A's deceptive act and B's disposal, so this deceptive act is not the deception in fraud, and thus A constitutes theft rather than fraud.

Throughout the transaction process, neither the customer nor the merchant is aware of the perpetrator's existence. It is undeniable that the perpetrator's act of replacing the QR code is a deception. Both the customer and the merchant will mistakenly think that the replaced QR code is the merchant's, and both have cognitive deviations. However, deception in daily life is not the same as deception in the sense of fraud, and neither of them has the intention to dispose of possession to the perpetrator based on wrong understanding. If the merchant or customer finds that the QR code has been replaced, they will definitely prevent the result from occurring. Therefore, the perpetrator's act does not conform to the standards of fraud.

2.1.2 Lack of Disposing Intention

The victim disposes of property based on a cognitive error, which specifically includes two aspects: subjective and objective, that is, both disposing intention and disposing act are required. In China's academic and judicial practice, the necessary theory of disposing intention is mostly adopted (Wang, X. C., 2015). For the victim to have a disposing intention, first, they must be aware that they are in possession of the property and realize the objective existence of the property; second, if they recognize the key external characteristics of the property, their disposing intention can be determined. Example 1: A takes out the toothpaste when the salesperson is not paying attention and puts a high-end electric toothbrush into the toothpaste. Objectively, the salesperson has a disposing act, but because the types of the two items are different, the salesperson does not realize the possibility of the existence of the toothbrush, so there is no intention to dispose of the toothbrush, and A does not constitute fraud. Example 2: B swaps the price tags of two sets of clothes, pasting the low-price tag on the high-price

clothes. The merchant is deceived, so B buys the high-price clothes at a lower price. In this case, the merchant has a wrong understanding of the price and disposes of the ownership of the high-price clothes to B. The merchant has a disposing act, sees the clothes, realizes the existence of the clothes, and has a disposing intention for the clothes, conforming to the constitutive requirements of fraud, so B constitutes fraud. Example 3: C puts two identical electronic watches into one box, and the packaging box states that there is one watch inside. The storekeeper also thinks there is only one and only charges the price of one watch. In this case, the storekeeper is not aware of the existence of the other watch and has no disposing intention, so C does not constitute fraud. Example 4: D buys bulk melon seeds in a supermarket. The boss sticks the price, ties the shopping bag, and then D quietly opens the shopping bag and puts in another handful of melon seeds. The boss is unaware and collects the money at the original price. In this case, the boss is aware of the existence of the melon seeds in the bag and has a disposing intention. The deception is a wrong understanding of the quality of the melon seeds, so D constitutes fraud. Example 5: Zang Moumou sends a link with a transaction amount of 1 yuan to the victim but containing a payment of more than 300,000 yuan, lying that clicking the payment link of 1 yuan can view the payment record, misleading the victim to transfer more than 300,000 yuan plus 1 yuan to Zang Moumou. The victim only has the intention to dispose of 1 yuan, not more than 300,000 yuan, so Zang Moumou constitutes theft.

When customers scan the code to pay as required by the merchant and transfer their claims against the payment platform, it does not mean that customers have the intention to dispose of property to the perpetrator. Customers always think they are paying to the merchant, that is, they only have the intention to dispose of property to the merchant, not to any person who may actually receive the payment. For the victim merchant, there is of course no intention to transfer property to the perpetrator. It can be seen that neither customers nor merchants have the intention to dispose of the ownership of property to the perpetrator.

2.1.3 Lack of Disposing Act

Fraud belongs to self-loss crimes, and the disposing act refers to disposing of the ownership or possession of property to the perpetrator, which is also the main reason for the victim's interest damage. The victim disposes of property based on cognitive deviation. Only the act under the domination of disposing intention is the disposing act in fraud. Disposing intention and disposing act should not be discussed in isolation but as a whole. Otherwise, the situation of "named fraud but actual theft" will be formed. The disposing act in fraud means "wrong property disposal", and not all property transfers from one person to another are disposing acts. In QR code replacement cases, customers scan the code to pay, and although there is an objective act of disposing of property, this act is a normal transaction step in the sales relationship, not a disposal of property based on cognitive defects. The true intention is not to voluntarily deliver property to the perpetrator. The merchant agrees that the customer scans the QR code to pay based on usual trading habits and has no intention to transfer their claim against the customer to the perpetrator. Disposing intention and disposing act are interrelated. We should view

problems from a developmental and comprehensive perspective, not judge with a static, isolated, and one-sided perspective. As mentioned above, both the merchant and the customer lack the intention to dispose of property to the perpetrator, so there is no mention of the existence of property disposing acts in fraud between the two parties.

2.2 Negation of Triangular Fraud

Triangular fraud is essentially fraud, but there are three parties in the relationship, that is, the deceived person is not the same as the victim. In some aspects, triangular fraud is easily confused with the indirect principal of theft. They have some commonalities, and there are three parties in their relationships. The main difference is whether the deceived person has the right to dispose of the victim's property. Example: A deceives the nanny of B's family, claiming to be an employee of a dry cleaner, and B asks him to pick up the clothes to be cleaned. The nanny believes it. In this case, the perpetrator is A, the deceived person is the nanny, and the victim is B. The deceived nanny has the status to dispose of the owner B's clothes. Therefore, A constitutes fraud, which is a typical triangular fraud. Another example: Cleaner C sees a bag in the bathroom and asks A next to him. A lies that the bag is his own and takes it away, but in fact, the bag is left by D. The perpetrator A has implemented a deceptive act, but the deceived cleaner C does not have the right to dispose of D's items, so C becomes A's tool. Therefore, A in this case does not constitute triangular fraud but the indirect principal of theft. In the case of the perpetrator replacing the merchant's OR code, the legal status of the customer and the merchant is equal. The customer disposes of their own property, not the merchant's, and does not have the right to dispose of the merchant's property. Therefore, it should not be defined as triangular fraud. From the perspective of triangular fraud, Teacher Zhang Mingkai proposed a new view of triangular fraud for QR code replacement cases, and the difference between the two types of fraud only lies in the different owners of the property disposed of by the deceived person. In the case of QR code replacement, a transaction relationship has been formed between the customer and the merchant, and

the customer has the obligation to pay the payment as required by the merchant. However, transferring their property to the merchant cannot ensure the absolute safety of the merchant's property, and it cannot be inferred that there is a direct causal relationship in criminal law between the customer's disposing act and the merchant's property loss. Therefore, this act can be regarded as the victim disposing of their own property and suffering losses (Lan, R., 2020, pp. 29-37). Moreover, the parties' act does not meet the essential conditions required for fraud. In the case of not constituting fraud, the arguments that it constitutes triangular fraud and new triangular fraud are even less persuasive.

3. The Behavior of Replacing QR Codes Constitutes Theft

3.1 Negation of the Indirect Principal of Theft

The indirect principal refers to not directly implementing the crime but controlling others as tools to commit crimes and using others to implement the crime. To establish an indirect principal, the perpetrator must be intentional subjectively, knowing the consequences and hoping for or allowing the consequences to occur; objectively, there is an act of causing and dominating the criminal to implement the crime. Example: A instructs the mentally ill person B to steal. A uses B as a tool for crime to achieve the purpose of stealing others' property, so A constitutes the indirect principal of theft in this case.

In the case of obtaining property by replacing QR codes, the perpetrator indeed has the criminal intention of theft subjectively, uses the ignorant customer as a criminal medium, and hopes for or allows the result to occur knowing that the payment will be transferred to their own account after the customer scans the code to pay. However, according to the relevant provisions of China's criminal law, the establishment of the indirect principal of theft has strict conditions. The indirect principal must be the mastermind behind the whole case, and the used person is the direct perpetrator of theft, among which the used person should not have the right to dispose of the victim's property (Liu, M. X., 2015, pp. 98-115). The customer's payment is to fulfill the obligation in the sales contract relationship, and scanning the code to pay itself is not a criminal act. The customer does not belong to the perpetrator's tool, and the perpetrator has no control over the customer's payment act. The customer who scans the wrong QR code has no legal error, and their act of disposing of property is legal and valid. The real reason for the merchant's property loss is the perpetrator's secret theft of the claim against the third-party payment platform.

3.2 Argumentation of Theft

3.2.1 The Perpetrator's Secret Theft against Others' Wishes

Different from fraud, which uses the victim's cognitive deviation to transfer possession of property, theft transfers possession through unknown means and against the victim's true will. The perpetrator replaces the QR code often by peaceful and secret means to avoid contact with customers and merchants. Although the replacement act has a deceptive appearance, this deception cannot make customers or merchants directly produce property disposal to the perpetrator, and does not constitute the deception in fraud. China does not have strict regulations on open theft, and this article does not expand on open theft. However, the acts implemented by the perpetrator in Internet property acquisition cases are unknown, which meets the requirement of secretly stealing others' property in theft. The customer's intention to scan the code to pay is to fulfill the debt to the merchant, and the merchant requires the customer to scan the code to realize their own claim. Both are unaware that the QR code has been replaced and that the perpetrator has obtained the property. The perpetrator's act violates the true will of both parties, and this act of obtaining property should belong to secret theft.

3.2.2 Destroying the Merchant's Possession and Establishing New Possession

Transfer of possession consists of two parts: destroying others' possession of property and establishing one's own possession of property. Example: A steals the bicycle in front of B's house and takes it for himself. A destroys B's possession and establishes a new possession relationship, so A constitutes theft. If A only smashes the car, even if A also destroys the original possession relationship at this time, because no new possession is formed, A does not constitute theft. In QR code cases, the customer and the merchant have reached a determined transaction. After the customer obtains the goods, they should pay the corresponding payment to the merchant. However, when the payment is on the way to the merchant's account, it is intercepted by a third party at the moment of arrival. According to common sense, it can be determined that the customer has lost possession of the claim, and the merchant has obtained possession (Wang, H. W., 2021, pp. 102-120). The perpetrator's act of replacing the QR code hinders the correct flow of the claim, secretly transfers the claim that should belong to the merchant to themselves, causes the possession state of the property to change, destroys the old (merchant's) possession relationship, and establishes a new (own) possession relationship. The merchant suffers property losses, and this act satisfies the constitutive requirements of theft, constituting theft.

4. Conclusion

The development and popularization of technology and the circulation and sharing of resources demonstrate the progress of life, while some emerging new crimes in society, especially crimes in the Internet field, bring many challenges to the judicial circle. The law has stability and cannot be changed overnight. Due to the ambiguity of language itself, criminal law norms have generality and abstraction. Facing new problems, we should take facts as the basis, take legal norms as the criterion, grasp the essence of each crime in criminal law, analyze the constitutive elements of each specific crime, comprehensively consider conviction and sentencing, and achieve consistency between crime, responsibility, and punishment. New problems and new challenges. Forming a unified standard for the nature of the act of replacing QR codes is conducive to achieving the same judgment for the same case and maintaining legal authority. QR code replacement cases are cases where theft and fraud are intertwined. There is a sales contract relationship between customers and merchants, with mutual rights and obligations. The perpetrator secretly replaces the QR code, confusing the vision of both parties, causing cognitive errors, and affecting the realization of rights and obligations. The author believes that this deception has not reached the degree of deception required in fraud, and neither the merchant nor the customer voluntarily disposes of the ownership of property to the perpetrator based on wrong understanding. This act of obtaining property does not conform to the constitutive requirements of fraud and should not be defined as fraud. Moreover, the customer's act of scanning the code to pay is a medium for the perpetrator to achieve the criminal purpose, not the direct act of theft. It cannot be determined that the perpetrator is the indirect principal of theft. Instead, the perpetrator violates the merchant's will, replaces their status, and secretly steals the claim belonging to the merchant. It is more appropriate to define this act as ordinary theft.

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