

Publication in electronic forms of *Gazette* &c., deemed to be publication.

**9.** Where any Act or enactment provides that any Proclamation, rule, regulation, order, by-law, notification, or other matter shall be published in the *Gazette*, then such requirement shall be deemed to have been satisfied if such rule, regulation, order, by-law, notification or other matter is published in an electronic form of the *Gazette*.

No right to insist on records being in electronic form.

**10.** Nothing contained in the preceding sections shall confer a right upon any person to insist that any Ministry, Government Department, Institution, Statutory Body or Public Corporation or other similar body should accept or issue, any document in the form of electronic records or effect any monetary transaction in electronic form.

### CHAPTER III

#### ELECTRONIC CONTRACTS

Electronic Contracts.

**11.** In the context of contract formation, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed in electronic form. A contract shall not be denied legal validity or enforceability on the sole ground that it is in electronic form.

Attribution of electronic records.

**12.** (1) Unless otherwise agreed as between an originator and the addressee, a data message, electronic document, electronic record or other communication shall be deemed to be that of the originator, if it was sent-

- (a) by the originator himself ;
- (b) by a person who had the authority to act for and on behalf of the originator in respect of that data message, electronic document, electronic record or other communication ; or
- (c) by an automated information system programmed by, or on behalf of the originator.

(2) Unless otherwise agreed as between the originator and the addressee, the addressee is to regard a data message, electronic document, electronic record or other communication as being that of the originator, and is entitled to act on that assumption, if :—

- (a) the addressee has no reason to doubt the authenticity of the data message, electronic document, electronic record or other communication ; or
- (b) there do not exist any circumstances where the addressee knows, or ought to have known by exercising reasonable care, that the data message, electronic document, electronic record or other communication was authentic.

**13.** (1) Where the originator has not agreed with the addressee that acknowledgement of receipt be given in a particular form or by a particular method, such an acknowledgement may be given by-

Acknowledgement  
of receipt.

- (a) any data message, electronic document, electronic record or other communication by the addressee, automated or otherwise ; or
- (b) any conduct of the addressee, sufficient to indicate to the originator that the data message, electronic document, electronic record or other communication has been received.

(2) Where the originator has stipulated that data message, electronic document, electronic record or other communication shall be binding only on receipt of an acknowledgement of receipt of such data message, electronic document, electronic record or other communication by him, then, unless acknowledgement has been so received, the data message, electronic document, electronic record or other communication shall be deemed to have never been sent by the originator.

(3) Where the originator has not stipulated that the data message, electronic document, electronic record or other communication shall be binding only on receipt of such acknowledgement of receipt, and the acknowledgement of receipt had not been received by the originator within the time specified or agreed, or if no time has been specified or agreed to, within a reasonable time, then the originator may give notice to the addressee stating that no acknowledgement of receipt has been received by him, and specifying a reasonable time by which the acknowledgement of receipt must be received by him and if no acknowledgement of receipt is received within the aforesaid time limit he may after giving notice to the addressee, treat the data message, electronic document, electronic record or other communication as though it has never been sent.

Time and place of dispatch and receipt of electronic records.

**14.** (1) Unless otherwise agreed to between the originator and the addressee, the dispatch of a data message, electronic document, electronic record or other communication occurs when it enters an information system outside the control of the originator, or if the data message, electronic document, electronic record or other communication has not left an information system under the control of the originator or of the party who sent it on behalf of the originator, the time when the data message, electronic document, electronic record or other communication is received.

(2) Unless otherwise agreed between the originator and the addressee, the time of receipt of a data message, electronic document, electronic record or other communication shall be determined as follows, namely :—

- (a) if the addressee has designated an information system for the purpose of receiving data messages, electronic document, electronic record or other communications-
  - (i) receipt occurs at the time when the data message, electronic document, electronic record or other communication enters the designated information system ; or

- (ii) if the data message, electronic document, electronic record or other communication is sent to an information system of the addressee that is not the designated information system, receipt occurs at the time when the data message, electronic document, electronic record or other communication is retrieved by the addressee.
  - (b) if the addressee has not designated an information system along with specified timings, receipt occurs when the data message, electronic document, electronic record or other communication enters an information system of the addressee.
- (3) Unless otherwise agreed between the originator and the addressee, the data message, electronic document, electronic record or other communication is deemed to be dispatched at the place where the originator has his place of business, and is deemed to be received at the place where the addressee has his place of business.
- (4) The provisions of subsection (2) shall apply notwithstanding that the place where the information system is located may be different from the place where the data message, electronic document, electronic record or other communication is deemed to have been received under subsection (3).
- (5) For the purposes of this section—
- (a) if the originator or the addressee has more than one place of business, the principal place of business shall be the place of business.
  - (b) if the originator or the addressee does not have a place of business, his usual place of residence shall be deemed to be the place of business ;

- (c) “usual place of residence” in relation to a body corporate, means the place where it is registered ;
- (d) if the originator and the addressee are in different time zones, time refers to Universal Standard Time.

Variation by  
agreement.

**15.** The Minister may by regulation prescribe the matters which may be agreed to between the parties to such contract, involving the generating, sending, receiving, storing or otherwise processing of data messages, electronic documents, electronic records or other communication, in relation to the provisions of Chapter III.

Liability of  
Certification  
Service  
Providers.

**16.** (1) A Certification Service Provider shall not be subject to any civil or criminal liability for any transaction under this Act in respect of third party information in the form of data messages, electronic documents, electronic records or other communications to which he merely provides access, if such liability is founded, on —

- (a) the making, publication, dissemination, or distribution of such information or any statement made in such information ; or
- (b) the infringement of any rights subsisting in or in relation to such information.

(2) Nothing in this section shall effect—

- (a) any obligation founded on contract ;
- (b) the obligations of a Certification Service Provider providing such services under a licensing or other regulatory regime established under any written law ; or
- (c) any obligation imposed under any written law or by a court to remove, block or deny access to any information.

**17.** For the avoidance of doubt it is hereby declared that—

Avoidance of doubt.

- (a) if an offer and acceptance of an offer has been in whole or in part expressed by means of an electronic record, an electronic signature attached to, or logically associated with, such electronic record shall not be denied legal effect solely on the ground that it is with an electronic signature ;
- (b) if an electronic communication is used in the formation of a contract, the contract shall not be denied validity or enforceability solely on the ground that an electronic record had been used for such purpose ;
- (c) the accepted principles of common law relating to contracts that the offeror may prescribe the method of communicating acceptance, shall not be affected by anything contained in this Chapter ;
- (d) a contract formed by the interaction of an automated message system and a natural person or by the interaction of automated message systems, shall not be denied validity or enforceability solely on the ground that there was no review or intervention by a natural person of the final contract or of each of the actions carried out by the automated message system.

#### CHAPTER IV

##### CERTIFICATION AUTHORITY AND CERTIFICATION OF SERVICE PROVIDERS

**18.** (1) There shall be a Certification Authority designated by the Minister for the purposes of this Act in consultation with the Minister in charge of the subject of Information and Communication Technology.

Designation of a Certification Authority.