

REPUBLIC OF CAMEROON PEACE - WORK - FATHERLAND

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DECREE N° 4 and 7 YOU IT 5 JUN. 2011

laying down the modalities of application of the law n° 2010/021 of 21
December 2010 governing electronic commerce in Cameroon

THE PRIME MINISTER, HEAD OF GOVERNMENT,

Considering the Constitution;
Considering the law n° 2010/021 of December 21, 2010 regulating the aerobic trade in

Cameroon;

Having regard to decree n° 92089 of 4 May 1992 specifying the powers of the Prime Minister,
amended and supplemented by decree n° 95/145-bis of August 4, 1995;

Having regard to decree n° 2004/320 of 8 December 2004 on the organization of the Government,
amended and supplemented by decree n° 2007/268 of September 7, 2007;

Having regard to decree n° 2009/222 of June 30, 2009 appointing a Prime Minister,
Head of Government,

DECREES:

CHAPTER I
GENERAL PROVISIONS

ARTICLE 1°. This decree fixes the modalities of application of the law n° 2010/021 of 21
December 2010 governing electronic commerce in Cameroon.

ARTICLE 2. - (1) Electronic commerce is the economic activity through which a
person carries out or ensures by electronic means, the supply of goods or services.

(2) Also included in the field of electronic commerce, services
such as those consisting in providing information online, whether remunerated or not,
commercial communications, search, access and retrieval tools
data, access to a communication network or information hosting, even
if they are not remunerated by those who receive them,

(3) The supply of a product or a service not requested by a
consumer is not a commercial activity within the meaning of article 2 of the law governing the
electronic commerce in Cameroon.

CHAPTER II
ELECTRONIC COMMERCE ACTIVITIES

ARTICLE 3. - (1) Persons practicing in the field of electronic commerce and
established in a negotiating country, must specify the applicable law and obtain the agreement of the
recipient of the proposed service,

2) However, the law applicable in that country cannot call into question the
guarantees granted to the consumer by virtue of the similar provisions in force at
Cameroon.

ARTICLE 4. - Notwithstanding the provisions of article 3 of this decree, the free exercise of
e-commerce activities may be restricted, on a case-by-case basis, by the authority
administrative when it is undermined or when there is a serious and serious risk
against public order and security, the protection of minors, the protection of
public health, the preservation of the interests of national defense or the protection of
physical persons.

ARTICLE 5. - (1) Anyone who exercises the activity of electronic commerce in Cameroon
has the obligation to provide consumers with: the following information:

- an email and postal address for any complaints;

- a telephone or fax number:

- Information on the provisions relating to the protection of personal data
staff ;

- the essential characteristics of the product or service offered;

- the price of the good or service, all taxes included;

= the period of validity of the charter;

- the invoicing currency, the terms of payment, delivery or execution
and, where applicable, the proposed credit conditions;

- the consequences of poor performance or non-performance of commitments
from the supplier ;

- the existence or absence of a right of withdrawal;

- information relating to after-sales services and commercial guarantees
existing;

- the conditions relating to the date and time of the conclusion of the contract, to the duration
and the termination of online contracts:

- the method of reimbursement of the sums paid by the consumer in the event of
withdrawal on his part;

- the cost of using an online service;

- the consequences of the absence of a confirmation of information relating to
online services:

= the name of the publication director, if applicable;

= delivery costs, if applicable.

€) The information provided must be unambiguous, easily accessible and
permanent from the home page of the electronic goods supplier's website or
Services.

ARTICLE 6. - (1) The information mentioned in article 5 above may be provided by
any means adapted to the service used and accessible at any stage of the transaction, in the
respect of the principles which govern the protection of legally incapacitated persons,
especially the thin and the incapable.

(2) The electronic supplier of goods or services must set up a
service allowing the consumer to communicate directly with him.

(3) The consumer is not bound by any obligation relating to the goods or
services that he has not expressly requested. Any unsolicited supply is purely and
simply Prohibited when accompanied by a request for payment, under any
form whatsoever. The lack of response from the consumer cannot be
considered as consent.

ARTICLE 7. - (1) To ensure that the consumer is aware of the obligations
to which it has subscribed, the one who offers electronically and professionally, the
supply of goods or the provision of services, makes available to customers
contractual conditions applicable in such a way as to allow their conservation and
reproduction. . :

(2) Without prejudice to the conditions of validity mentioned in the offer, its
author remains engaged by it as long as it is electronically accessible by him.

(3) The offer further states:

- the different steps to follow to conclude the contract electronically;

+ the technical means enabling the user, before the contract is concluded
identify errors made in data entry and correct them;

= the languages offered for the conclusion of the contract;

"The archiving procedures by the author of the offer and the conditions of access to the contract
archived, if the contract is archived;

= the means to consult the professional rules electronically and

commercial activities which the author of the offer intends to circumvent, if applicable,

ARTICLE 8. - When the contract is concluded electronically and relates to a sum
equal to or greater than twenty thousand (20,000) CFA francs, the professional contractor ensures the
conservation of the writing which notes it for a period of ten (10) years and guarantees it, at all
at the moment, access to his co-contracting party if he so requests.

ARTICLE 9. - (1) The information contained in article 7 above must be accessible and
reproduced, if necessary, by the consumer for their conservation,

(2) In any event, for the contract to be validly concluded, the
recipient of the offer must have had the opportunity to check the details of his order and its
total price, and request the correction of any errors, before confirming this for
express acceptance,

(2) The offeror must acknowledge receipt without delay and electronically
of the order which was thus sent to him,

(4) The order, the confirmation of acceptance of the offer and the acknowledgment of
receipt are considered received when the parties to whom they are addressed can
have access to it,

ARTICLE 10. - (1) A simple letter relating to the conclusion or performance of a contract may
be sent by email.

(2) The affixing of the shipping date results from an electronic process whose
reliability is presumed. Until proven otherwise,

ARTICLE 11. - (1) A registered letter relating to the conclusion or execution of a
contract can be sent by e-mail provided that this mail is
routed by a third party using a process to identify the filers, to designate
the sender, to guarantee the identity of the addressee and to establish whether the letter has been delivered or not
to the recipient,

(2) The contents of this letter, at the option of the sender, may be printed by
the third on paper, to be distributed to the recipient or addressed to him by way of
electronic. In the latter case, if the recipient is not a professional, he must have
requested sending by this means or having accepted its use during previous exchanges.

(3) An acknowledgment of receipt may be sent to the sender by electronic means.
or by any other device allowing him to keep it.

ARTICLE 12. + Proof of the existence of prior information, confirmation of
said information, compliance with deadlines and consumer consent is the responsibility of the
electronic supplier of goods or services.

ARTICLE 13. - (1) For any contract concluded by electronic flight, the consumer has

a period of fifteen (15) working days to withdraw, without giving any reason and without
penalty.

(2) However, if the electronic supplier of goods or services has not
fulfills the information obligations, the withdrawal period is three (3) months. The
consumer exercises his right of withdrawal on any durable medium.

ARTICLE 14. - (1) If the information referred to in Article 5 of this decree is provided in a
period of three (3) months, the period of fifteen (15) working days for the withdrawal
begins to run from the day the information is received by the consumer,
that is to say :

"For services, from the day of conclusion of the contract;
"For products, from receipt of the product.

(2) The exercise of the right of withdrawal assumes that the consumer has the
possibility to try on the ordered object or to use it. However, this provision does not
does not apply to services which are performed in one go.

ARTICLE 15. - (1) The consumer may not exercise, unless otherwise agreed, the right to
withdrawal for contracts of:

+ supplies of services the execution of which began with his consent before
the end of the withdrawal period:

= supplies of products made to its specifications or which, because of their
nature, cannot be returned because they are liable to deteriorate or
to expire quickly;

= supplies of unpacked audio, video or computer software

or downloaded directly by him;

supplies of newspapers, periodicals or magazines;

sales concluded during auctions;

insurance policies of less than one month;

financial services whose price depends on fluctuations in the financial market

that may arise during the withdrawal period.

© (2) The financial services mentioned in paragraph 1 "above are understood to be
especially as services such as foreign exchange transactions, market instruments
monetary, securities and other negotiable instruments, investment systems
collective, forward contracts, exchange contracts on interest rates or currencies, and
exchange contracts on flows to stocks or to Stock Indices.

ARTICLE 16. - (1) The right of withdrawal may be exercised when the product ordered is
damaged during transport.

(2) Frals likely to be charged to the consumer due to
the exercise of his right of withdrawal are the direct frals of returning the goods
ordered. However, said costs are no longer at its charge if the electronic supplier of
goods or services did not deliver the correct product.

ARTICLE 17. The modalities of execution of the right of withdrawal must imperatively be
mentioned in the general conditions of sale proposed by the electronic supplier
goods or services.

ARTICLE 18. - For products and services which are not subject to a right of withdrawal,
the following Additional Information must be provided to the consumer:

- the characteristics of the operating system or the equipment necessary for
effectively use the product or service ordered;

- the approximate time and cost of downloading a product or a
service and, if applicable, the terms and conditions of the license agreement;

- the technical characteristics to resume a download of a product or
of an interrupted service.

ARTICLE 19. - (1) The electronic supplier of goods or services shall perform the
order at the latest within fifteen (15) days from the date of
conclusion of the contract, unless the parties have agreed otherwise.

(2) In the event of failure to perform the contract due to unavailability of the
good or service ordered, the consumer must be informed in writing and the contract
is automatically resolved,

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u that the payment of the part of the price determined in proportion to the service
actually provided by the electronic supplier of the goods or services.

(2) The electronic supplier of goods or services refers to the
consumer, at the latest within fifteen (15) Days, all amounts received in accordance with
the contract concluded, except for the amount to be paid in accordance with paragraph 1 "above.

(3) This period shall run from the date of receipt of the notification of said

withdrawal,

ARTICLE 21. "On If the reimbursement does not take place within the required period, the sum due is
full rights increased from the day after the expiry of said period, at the legal rate in
vigor.

(2) Reimbursement must be made by the electronic goods supplier
or services free of charge and under the same payment conditions.

(3) The refusal of an electronic supplier of blens or services of
refund the amounts received from a consumer who exercises his right of withdrawal is
punishable by imprisonment of six (6) months to one (1) year and a fine of three
one hundred thousand (300,000) CFA francs to three million (3,600,000) CFA francs, or one of the
two (2) pelnes only,

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ARTICLE 22. - (1) In the context of electronic commerce activities, the written form
electronic is admitted in evidence in the same way as the written document on paper support and has the same
probative value that it, provided that can be duly identified the person of whom it
emanates and that it is established and stored under conditions such as to guarantee its integrity.

IN TRANSACTIONS
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(2) Documents must be stored in electronic form
for a period of ten (10) years and under the following conditions:

"The information contained in the data message must be accessible, readable and
intelligible to be consulted later:

"The data message must be kept in the form in which it was created,
sent or received, or in a form which can be demonstrated to be
susceptible to neither modification nor alteration in its content and that the document
transmission and the one kept are strictly identical:

- information which makes it possible to determine the origin and destination of the
data message, as well as the date and time indications of the sending or
receipt, must be kept if they exist,

ARTICLE 23. - The supplier of goods or service provider by electronic flight who
claims the performance of an obligation must prove its existence and when he claims to be released,
must provide proof that the obligation is non-existent or extinguished.

ARTICLE 24. - Subject to legal and regulatory provisions or to a valid agreement
between the parties, the judge settles the conflicts of literal proof by determining by all means,
the most likely title, whatever the medium.

CHAPTER IV
MISCELLANEOUS AND FINAL PROVISIONS

ARTICLE 25. - (1) Any natural or legal person exercising the business activity
electronics in Cameroon is fully responsible with regard to its co-contracting party,
the proper performance of the obligations resulting from the contract, whether these obligations are to be performed
by itself or by other service providers, and without prejudice to its right to
recourse against them.

(2) However, it may waive all or part of its liability in
providing proof that the non performance or poor performance of the contract is attributable to
a case of force majeure.

ARTICLE 26. - (1) The contractual liability of the non performance of its obligations and
services is automatically engaged in the event of non-performance of its obligations.

(2) The obligation of result weighing on the electronic supplier of goods and
services implies that he is required to repair any damage resulting from the consequences of his
own deficiencies.

ARTICLE 27. - This decree will be registered, published following the emergency procedure, then
inserted in the official journal in French and English./

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