

LAWS

<p>Law n ° 18-05 of 24 Chaïbane 1439 corresponding to 10 May 2018 relating to electronic commerce.</p> <p>— — — —</p> <p>The president of the Republic,</p> <p>Considering the Constitution, in particular its articles 43, 46, 136, 138, 140, 143 and 144;</p> <p>Considering the ordinance n ° 66-155 of June 8, 1966, modified and completed, on the code of criminal procedure;</p> <p>Considering the ordinance n ° 66-156 of June 8, 1966, modified and completed, on the penal code;</p> <p>Considering the ordinance n ° 75-58 of September 26, 1975, modified and completed, bearing the civil code;</p> <p>Considering the ordinance n ° 75-59 of September 26th, 1975, modified and completed, relating to the Commercial Code;</p> <p>Considering the law n ° 79-07 of July 21, 1979, modified and completed on the customs code;</p> <p>Considering the law n ° 84-21 of December 24, 1984 relating to the finances for 1985, in particular its article 156, modified and completed;</p> <p>Considering the law n ° August 18, 1990, modified and supplemented relating to the commercial register;</p> <p>Considering the ordinance n ° 96-22 of 23 Safar 1417 corresponding on July 9, 1996, amended and supplemented, relating to the repression of the infringement of the legislation and regulation of foreign exchange and capital movements from and to abroad;</p> <p>Considering the ordinance n ° 03-03 of 19 Joumada El Oula 1424 corresponding to July 19, 2003, amended and supplemented, relating to competition;</p> <p>Considering the ordinance n ° 03-05 of 19 Joumada El Oula 1424 corresponding to July 19, 2003 relating to copyright and neighboring rights;</p> <p>Considering the ordinance n ° 03-07 of 19 Joumada El Oula 1424 corresponding to July 19, 2003 relating to patents of invention;</p> <p>Considering the ordinance n ° 03-11 of 27 Joumada Ethania 1424 corresponding to August 26, 2003, amended and supplemented, relating to money and credit;</p> <p>Considering the law n ° 04-02 of 5 Joumada El Oula 1425 corresponding to June 23, 2004, amended and supplemented, fixing the rules applicable to commercial practices;</p> <p>Considering the law n ° 04-08 of 27 Joumada Ethania 1425 corresponding to August 14, 2004, amended and supplemented, relating to the conditions for carrying out activities commercial;</p>	<p>Considering the law n ° 05-01 of 27 Dhou El Hidja 1425 corresponding to February 6, 2005, amended and supplemented, on the prevention and fight against money laundering money and terrorist financing;</p> <p>Considering the law n ° 08-09 of 18 Safar 1429 corresponding to 25 February 2008 on the code of civil procedure and administrative;</p> <p>Considering the law n ° 09-03 of 29 Safar 1430 corresponding to the 25 February 2009, amended, relating to the protection of consumer and the repression of fraud;</p> <p>Considering the corresponding law n ° 09-04 of 14 Chaïbane 1430 on August 5, 2009 laying down specific rules relating to prevention and fight against offenses related to information and communication technologies;</p> <p>Considering the law n ° 15-04 of 11 Rabie Ethani 1436 corresponding on February 1, 2015 laying down the general rules relating to electronic signature and certification;</p> <p>Considering the law n ° 15-13 of 28 Ramadhan 1436 corresponding as of July 15, 2015 relating to activities and the book market, in particular Articles 32 and 33;</p> <p>Considering the law n ° 18-04 of 24 Chaïbane 1439 corresponding to May 10, 2018 laying down the general rules relating to the post and electronic communications;</p> <p>After advice from the Council of State;</p> <p>After adoption by Parliament;</p> <p>Promulgates the law, the content of which follows:</p> <p>TITLE I</p> <p>GENERAL PROVISIONS</p> <p>Article 1. - The purpose of this law is to set the general rules on electronic commerce of goods and services.</p> <p>Art. 2. - Algerian law is applicable in matters of e-commerce transactions in the event that one of the parties to the electronic contract is:</p> <ul style="list-style-type: none">- of Algerian nationality, or- legally resides in Algeria, or- a legal person under Algerian law, or- if the contract is concluded or performed in Algeria. <p>Art. 3. - Electronic commerce is carried out in the framework of the laws and regulations in force.</p>
---	--

<p>30 Chaïbane 1439 May 16, 2018</p> <p>However, any transaction by way of electronic communications relating to:</p> <ul style="list-style-type: none">- games of chance, betting and lotteries;- alcoholic drinks and tobacco;- pharmaceutical products;- products infringing property rights intellectual, industrial or commercial;- any good or service prohibited by the legislation in vigor;- any good or service which requires an authentic instrument. <p>All transactions carried out through electronic communications are subject to the rights and taxes provided for by the laws and regulations in force.</p> <p>Art. 4. - Investments intended to support e-commerce activities can do the subject of incentive measures, in accordance with the legislation in force .</p> <p>Art. 5. - Any transaction by way of electronic communications of materials, equipment and sensitive products defined by the regulations in force as well as any other product and / or services that may bear attack on the interests of national defense, order and public safety.</p> <p>Art. 6. - For the purposes of this law, the following terms are understood to mean:</p> <p>Electronic commerce: activity by which a e-supplier offers or provides, to an e-consumer, to remotely and by electronic communications supply of goods and services.</p> <p>Electronic contract : contract within the meaning of Law 04-02 of 5 Joumada El Oula 1425 corresponding to June 23, 2004 laying down the rules applicable to commercial practices, concluded remotely without the simultaneous physical presence of parties by the exclusive use of a electronic communication.</p> <p>e-consumer: any natural or legal person who acquires, for consideration or free of charge, a good or a service by electronic communication channel to a e-supplier for end use.</p> <p>e-supplier: any natural or legal person who markets or offers the supply of goods or services by electronic communications .</p> <p>Electronic means of payment: any instrument of payment, authorized in accordance with the legislation in force, allowing its holder to make payments of proximity or distance through an electronic system.</p>	<p>Electronic advertising: any advertisement aimed at direct or indirect to promote the sale of goods or services by electronic communications.</p> <p>Pre-order: sales commitment that can be offered by the e-supplier to the e-consumer in case unavailability of the product in stock.</p> <p>Domain name: standard alphanumeric string registered at the level of the national register of names of domain and which allows the electronic site to be identified and to access.</p> <p>TITLE II</p> <p>TRADE PRACTICES ELECTRONIC</p> <p>Chapter 1</p> <p>Cross-border business transactions</p> <p>Art. 7. - Sale by means of communications electronic goods and / or service by a e-supplier residing to an e-consumer established in a foreign country is exempt from the formalities of foreign trade and foreign exchange, when its value does not exceed the dinar equivalent of the limit set by the current legislation and regulations.</p> <p>The proceeds of this sale must, after payment, be charged to the account of the e-supplier domiciled in Algeria from a bank approved by the Bank of Algeria, or from Algeria Post.</p> <p>The purchase by electronic communications of a good and / or a digital service from Algeria by an e-consumer with an e-supplier established in a foreign country and intended exclusively for personal use, is exempt from the formalities of foreign trade and changes when its value does not exceed the equivalent in dinars of the limit set by the laws and regulations in force.</p> <p>Coverage of electronic payment at title of this purchase, is insured from the currency account "Natural person" of the e-consumer domiciled in Algeria.</p> <p>The conditions and modalities of application of this article will, as necessary, be specified by way of regulatory.</p> <p>Chapter 2</p> <p>Conditions for exercising electronic commerce</p> <p>Art. 8. - Electronic commerce activity is subject to registration, as the case may be, in the commercial register or the register of crafts and trades, and the publication a site or a web page hosted in Algeria with a extension ".com.dz".</p> <p>The e-supplier's website must be equipped with the tools allowing its authentication.</p>
---	--

<p>6</p> <p>OFFICIAL JOURNAL OF THE ALGERIAN REPUBLIC N ° 28</p> <p>30 Chaïbane 1439 May 16, 2018</p> <p>Art. 9. - Is established at the national center of the register of commerce a national file of registered e-suppliers in the trade register or in the register of crafts and trades.</p> <p>The exercise of the activity of e-commerce is subordinated to the registration of the domain name with the services of the center national trade register.</p> <p>The national file of e-suppliers is published by electronic communications channel and made available of e-consumers.</p> <p>Chapter 3</p> <p>Requirements for the business transaction by electronic communications</p> <p>Art. 10. - Any electronic commerce transaction must be preceded by an electronic commercial offer and formalized by an electronic contract validated by the e-consumer.</p> <p>Art. 11. - The e-supplier must present the offer electronic commerce in a visible, legible and understandable. It must include, without however limit, the following information:</p> <ul style="list-style-type: none">- its identification number, addresses physical and electronic as well as the telephone number the e-supplier;- the trade register number or the number of the professional craftsman card;- the nature, characteristics and price of the goods or services offered with all taxes included.- the state of availability of the good or service;- the terms, costs and delivery times;- the general conditions of sale, in particular the information relating to the protection of personal data staff ;- the commercial and service warranty conditions after-sales;- the method of calculating the price, when it cannot be fixed in advance;- the terms and procedures of payment;- the conditions for terminating the contract, if applicable;- a complete description of the different stages execution of the electronic transaction;- the duration of the offer, if applicable;- the conditions and time limits for withdrawal, if appropriate;- the method of confirming the order;- the delivery time, the price of the product subject to the pre-order and how to cancel the pre-order, if applicable;- the method of return of the product, exchange or refund ;	<ul style="list-style-type: none">- the cost of using the means of communication electronic when it is calculated on a basis other than the rates in effect. <p>Art. 12. - Ordering a product or service goes through three mandatory steps:</p> <ul style="list-style-type: none">- the provision of the e-consumer, contractual conditions so as to put it in a position to contract knowingly;- verification of the details of the order by the e-consumer, in particular products or services ordered, their total and unit price, the quantities ordered in order to modify the order, to cancel it or correct any errors;- the confirmation of the order which leads to the contract formation. <p>The choice made by the e-consumer must be explicitly expressed.</p> <p>The fields intended to be completed by the e-consumer must not contain any data intended to guide his choice.</p> <p>Art. 13. - The electronic contract must include including the following information:</p> <ul style="list-style-type: none">- detailed specifications of the goods or services;- the terms and conditions of delivery;- warranty and after-sales service conditions;- the conditions for terminating the electronic contract;- the terms and conditions of payment;- the terms and conditions for returning the product;- the methods of processing complaints;- the conditions and modalities of pre-order, if appropriate;- the specific terms and conditions related to the sale test, if applicable;- the competent court, in the event of a dispute, in accordance with the provisions of article 2 above;- the duration of the contract as the case may be. <p>Art. 14. - In the event of non-compliance, by the e-supplier, the provisions of Article 10 or the provisions of Article 13 above, the e-consumer can request cancellation of the contract and request compensation for sustained prejudice.</p> <p>Art. 15. - The pre-order cannot be subject to a payment only when the product is available in stock.</p> <p>As soon as the product becomes available, the pre-order will be tacitly transforms into a validated order.</p> <p>Without prejudice to the right of the e-consumer to repair, the e-supplier must refund the price, if the payment has carried out before the product is available in stock.</p>
--	--

<p>30 Chaïbane 1439 May 16, 2018</p> <p>Chapter 4</p> <p>Obligations of the e-consumer</p> <p>Art. 16. - Unless otherwise stipulated in the electronic contract, the e-consumer is required to pay the price agreed in the electronic contract upon conclusion.</p> <p>Art. 17. - Upon actual delivery of the product or upon provision of the service covered by the electronic contract, the e-supplier must require the e-consumer to accuse reception.</p> <p>The e-consumer cannot refuse to sign the acknowledgment reception.</p> <p>A copy of the acknowledgment of receipt is mandatory delivery to the e-consumer.</p> <p>Chapter 5</p> <p>Obligations and responsibilities of the e-supplier</p> <p>Art. 18. - After conclusion of the electronic contract, the e-supplier is fully responsible for the e-consumer for the proper performance of obligations resulting from this contract, that these obligations are to be performed by itself or by other service providers, without prejudice to its right of recourse against them.</p> <p>However, he can exempt himself from all or part of his liability by providing proof that the non-performance or poor performance of the contract is attributable either to e-consumer or a case of force majeure.</p> <p>Art. 19. - Upon conclusion of the electronic contract, the e-supplier is required to send the e-consumer a electronic copy of said contract.</p> <p>Art. 20. - Any sale of product or service through electronic communications gives rise to the establishment, by the e-supplier, of an invoice, remittance to the e-consumer.</p> <p>The invoice must be established in accordance with the legislation and the regulations in force.</p> <p>The e-consumer can request the invoice in the form of paper.</p> <p>Art. 21. - When the e-supplier delivers a product or service not ordered by the e-consumer, it cannot demand payment of its price or delivery costs.</p> <p>Art. 22. - In the event of non-compliance by the e-supplier with delivery times, the e-consumer can reship the product as is within a period not exceeding four (4) days working days, from the date of actual delivery of the product, without prejudice to his right to claim the repair of the damage.</p>	<p>In this case, the e-supplier must return to the e-consumer the amount paid and the related expenses upon return of the product, within fifteen (15) days, at from the date of receipt of the product.</p> <p>Art. 23. - The e-supplier must take back his goods, in the event of delivery of an item that does not comply with the order or in the case of a defective product.</p> <p>The e-consumer must reship the goods within its original packaging, within a maximum of four (4) working days from the date of actual delivery, indicating the reason for refusal, the costs being borne by the e-supplier.</p> <p>The e-supplier is required to do:</p> <ul style="list-style-type: none">- a new delivery in accordance with the order, or- repair of the defective product, or- an exchange of the product for an identical one, or- a cancellation of the order and a refund of the sums paid, without prejudice to the possibility of repair request by the e-consumer, in the event of damage suffered. <p>Reimbursement must be made within fifteen (15) days, from the date of receipt of the product.</p> <p>Art. 24. - The e-supplier must not validate the order a product not available in stock.</p> <p>Art. 25. - Any e-supplier is required to keep the records of commercial transactions carried out as well as their dates and send them electronically to the national center of the commercial register.</p> <p>The methods of application of the provisions of this article are defined by regulation.</p> <p>Art. 26. - The e-supplier who collects data from personal character and constitutes files of customers and prospects should only collect the data necessary for the conclusion of commercial transactions. He must :</p> <ul style="list-style-type: none">- obtain the agreement of e-consumers beforehand data collection;- guarantee the security of information systems and data confidentiality;- comply with legislative provisions and applicable regulations. <p>Data storage and security methods of a personal nature are defined in accordance with the current legislation and regulations.</p> <p>Chapter 6</p> <p>Payment of electronic transactions</p> <p>Art. 27. - Payment for commercial transactions e-commerce is carried out, remotely or upon delivery of the product, by means of payment authorized in accordance with to the legislation in force.</p>
--	---

<p>8</p> <p>OFFICIAL JOURNAL OF THE ALGERIAN REPUBLIC N ° 28</p> <p>30 Chaïbane 1439 May 16, 2018</p> <p>When payment is electronic, it is made through dedicated payment platforms, set up and operated exclusively by banks approved by the Bank of Algeria and Algeria Post and network to all types of electronic payment terminal via the network of the public telecommunications operator.</p> <p>Payment for commercial transactions cross-border operations are carried out exclusively remotely by electronic communications.</p> <p>Art. 28. - The connection of the e-supplier's website to an electronic payment platform must be secure through an electronic certification system.</p> <p>Art. 29. - Electronic payment platforms established and operated in accordance with Article 27 above, are subject to the control of the Bank of Algeria for ensure that they meet the interoperability requirements, confidentiality, integrity, authentication, and data exchange security.</p> <p>Chapter 7</p> <p>Electronic advertising</p> <p>Art. 30. - Without prejudice to legislative provisions and applicable regulations in force, any advertisement, promotion or message of nature or purpose commercial through electronic communications must meet the following requirements:</p> <ul style="list-style-type: none">- be clearly identifiable as a message commercial or advertising;- make it possible to clearly identify the person for the account of which the message was designed;- must not undermine good morals and order public;- clearly identify whether this commercial offer includes a discount, bonuses or gifts, in the case a commercial, competitive or promotional offer;- ensure that all the conditions to be fulfilled for benefit from the commercial offer, are neither misleading nor ambiguous. <p>Art. 31. - Direct prospecting by sending is prohibited message by electronic communications using in whatever form the contact details of a natural person who has not expressed his prior consent to receive direct surveys by this way.</p> <p>Art. 32. - The e-supplier must implement a electronic process allowing any person to express his will, without charge or indication of reasons, no longer receive, from him, advertisements by way of electronic communications.</p>	<p>The e-supplier concerned is required to:</p> <ul style="list-style-type: none">- to issue an acknowledgment of receipt by electronic communications confirming to this person registration of their request;- to take the necessary measures to respect its will and this within 24 hours. <p>Art. 33. - In the event of a dispute, it is the responsibility of the e-supplier to demonstrate that the sending of advertisements by way of electronic communications has been the subject of prior and free consent and that the conditions Article 30 above, were met.</p> <p>Art. 34. - The dissemination of any advertising or promotion by electronic communications of any product or service marketed through electronic communications is prohibited by law and the regulations in force.</p> <p>TITLE III</p> <p>OFFENSES AND SANCTIONS</p> <p>Chapter 1</p> <p>Control of e-suppliers and recognition offenses</p> <p>Art. 35. - The e-supplier is subject to legislation and the regulations in force governing the activities commercial and consumer protection.</p> <p>Art. 36. - In addition to police officers and agents judicial procedures provided for by the Code of Criminal Procedure are empowered to record breaches of the provisions of this law, personnel belonging to the specific body control coming under the administration responsible for trade.</p> <p>The methods of checking and recording infringements provided for by this law intervene in the same forms than those fixed by legislation and regulations in force, in particular those applicable to commercial practices, under the conditions for exercising commercial activities, consumer protection and to the repression of fraud.</p> <p>The e-supplier is required to provide authorized agents note the infractions, free access to the history of business transactions.</p> <p>Chapter 2</p> <p>Offenses and penalties</p> <p>Art. 37. - Without prejudice to the application of penalties more severely provided for by the legislation in force, is punishable by fine of 200,000 DA to 1,000,000 DA, anyone who puts in sale or sale by electronic communications, products or services referred to in article 3 of this law.</p> <p>The judge may order the closure of the website for a duration ranging from one (1) month to six (6) months.</p>
---	---

<p>30 Chaïbane 1439 May 16, 2018</p> <p>Art. 38. - Without prejudice to the application of penalties more severe provided for by the legislation in force, is punished by a fine of 500,000 DA to 2,000,000 DA, any infringement of the provisions of article 5 of this law.</p> <p>The judge may order the closure of the website and the deletion from the commercial register.</p> <p>Art. 39. - Is punished by a fine of 50,000 DA to 500,000 DA, any e-supplier who violates one of the obligations provided for in Articles 11 and 12 of this law, its access to any electronic payment platform may be suspended, by injunction of the court seized, for a period not exceeding six (6) months.</p> <p>Art. 40. - Without prejudice to the rights of victims to repair, is punishable by a fine of 50,000 DA to 500,000 DA any violation of the provisions of articles 30, 31, 32 and 34 of this law.</p> <p>Art. 41. - Is punished by a fine of 20,000 DA to 200,000 DA any e-supplier who does not respect the provisions of article 25 of this law.</p> <p>Art. 42. - The body empowered to assign the names of domains in Algeria proceeds, by decision of the Ministry of trade, systematically with the suspension of registration of domain names of any person physical or moral, established in Algeria, which offers supply of goods or services by way of electronic communications without prior registration to the commercial register.</p> <p>This suspension remains in effect until the situation of this website is regularized.</p> <p>Art. 43. - Without prejudice to legislative provisions and regulations in force, when the e-supplier commits, while carrying out his activity, offenses punishable by local closure penalties within the meaning of the legislation relating to the exercise of commercial activity, it will be the suspension of the registration of the domain names of the e-supplier, as a precaution, by the body authorized to assign domain names in Algeria by decision of the Department of Commerce.</p> <p>The duration of the suspension of the website domain name as a precaution cannot exceed thirty (30) days.</p> <p>Art. 44. - Any infringement of the provisions of article 20 of this law is punished in accordance with the provisions of the law n ° 04-02 of 5 Joumada El Oula 1425 corresponding on June 23, 2004, aforementioned.</p>	<p>Art. 45. - Without prejudice to the rights of victims to repair, the administration responsible for the protection of consumer is empowered to deal with people prosecuted for the offenses provided for by this law.</p> <p>The agents provided for in article 36 of this law are required to propose a transaction fine to offenders.</p> <p>The transaction is excluded in the event of a repeat offense or of offenses provided for in Articles 37 and 38 of this law.</p> <p>Art. 46. - The amount of the transaction fine is minimum amount of the fine provided for by the provisions of this law.</p> <p>In the event that an e-supplier accepts the fine of transaction, a 10% reduction is granted by the authorized administration.</p> <p>Art. 47. - Services coming under the administration of commerce notify the offending e-supplier in a period not exceeding seven (7) days, from the date establishment of the report, an order for payment by all appropriate means with acknowledgment of receipt, mentioning the identity of the e-supplier, his email address, the date and reason for the offense, reference to the text (s) reference and the amount of the fine imposed as well as the terms and conditions of payment.</p> <p>In the absence of payment of the transaction fine or if the offender does not comply with the law and regulations in force within forty-five (45) days, the report is sent to the court competent.</p> <p>Art. 48. - The amount of the fine is doubled by case of recurrence within a period less than or equal to twelve (12) month of the date of the sanction relating to the previous one offense.</p> <p>TITLE IV</p> <p>TRANSITIONAL AND FINAL PROVISIONS</p> <p>Art. 49. - Natural and legal persons exercising e-commerce on the date of publication of the this law, are required to comply with its provisions, within a period not exceeding six (6) months.</p> <p>Art. 50. - This law will be published in the <i>Official Journal</i> of the People's Democratic Republic of Algeria.</p> <p>Done in Algiers, 24 Chaïbane 1439 corresponding to May 10 2018.</p> <p>Abdelaziz BOUTEFLIKA.</p>
--	---