

Uniform Law
Conference of Canada

*Uniform Electronic
Commerce Act*

UNIFORM ELECTRONIC COMMERCE ACT

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Uniform Electronic Commerce Act

Definitions

1 The definitions in this section apply in this Act.

- (a) **“electronic”** includes created, recorded, transmitted or stored in digital form or in other intangible form by electronic, magnetic or optical means or by any other means that has capabilities for creation, recording, transmission or storage similar to those means and “electronically” has a corresponding meaning;
- (b) **“electronic signature”** means information in electronic form that a person has created or adopted in order to sign a document and that is in, attached to or associated with the document;
- (c) **“Government”** means:
 - (i) the Government of [enacting jurisdiction];
 - (ii) any department, agency or body of the Government of [enacting jurisdiction], [other than Crown Corporations incorporated by or under a law of [enacting jurisdiction]]; and
 - (iii) any city, metropolitan authority, town, village, township, district or [rural municipality or other municipal body, however designated, incorporated or established by or under a law of [enacting jurisdiction].]

Application

- 2(1) Subject to this section, this Act applies in respect of [enacting jurisdiction] law.
- (2) The [appropriate authority] may, by [statutory instrument], specify provisions of or requirements under [enacting jurisdiction] law in respect of which this Act does not apply.
- (3) This Act does not apply in respect of:
 - (a) wills and their codicils;
 - (b) trusts created by wills or by codicils to wills;
 - (c) powers of attorney, to the extent that they are in respect of the financial affairs or personal care of an individual;
 - (d) documents that create or transfer interests in land and that require registration to be effective against third parties.
- (4) Except for Part 3, this Act does not apply in respect of negotiable instruments, including negotiable documents of title.
- (5) Nothing in this Act limits the operation of any provision of [enacting jurisdiction] law that expressly authorizes, prohibits or regulates the use of electronic documents.
- (6) The [appropriate authority] may, by [statutory instrument], amend subsection (3) to add any document or class of documents, or to remove any document or class of documents previously added under this subsection.

(7) For the purpose of subsection (5), the use of words and expressions like “in writing” and “signature” and other similar words and expressions does not by itself prohibit the use of electronic documents.

Crown

3 This Act binds the Crown.

Interpretation

4 The provisions of this Act relating to the satisfaction of a requirement of law apply whether the law creates an obligation or provides consequences for doing something or for not doing something.

PART 1

Provision and Retention of Information

Legal recognition

5 Information shall not be denied legal effect or enforceability solely by reason that it is in electronic form.

Use not mandatory

6(1) Nothing in this Act requires a person to use or accept information in electronic form, but a person’s consent to do so may be inferred from the person’s conduct.

(2) Despite subsection (1), the consent of the Government to accept information in electronic form may not be inferred by its conduct but must be expressed by communication accessible to the public or to those likely to communicate with it for particular purposes.

Requirement for information to be in writing

7 A requirement under [enacting jurisdiction] law that information be in writing is satisfied by information in electronic form if the information is accessible so as to be usable for subsequent reference.

Providing information in writing

8(1) A requirement under [enacting jurisdiction] law for a person to provide information in writing to another person is satisfied by the provision of the information in an electronic document:

- (a) if the electronic document that is provided to the other person is accessible by the other person and capable of being retained by the other person so as to be usable for subsequent reference; and
- (b) where the information is to be provided to the Government, if:
 - (i) the Government or the part of Government to which the information is to be provided has consented to accept electronic documents in satisfaction of the requirement; and
 - (ii) the electronic document meets the information technology standards and acknowledgement rules, if any, established by the Government or part of Government, as the case may be.

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Providing information in specific form

9 A requirement under [enacting jurisdiction] law for a person to provide information to another person in a specified non-electronic form is satisfied by the provision of the information in an electronic document:

- (a) if the information is provided in the same or substantially the same form and the electronic document is accessible by the other person and capable of being retained by the other person so as to be usable for subsequent reference; and
- (b) where the information is to be provided to the Government, if:
 - (i) the Government or the part of Government to which the information is to be provided has consented to accept electronic documents in satisfaction of the requirement; and
 - (ii) the electronic document meets the information technology standards and acknowledgement rules, if any, established by the Government or part of Government, as the case may be.

Signatures

10(1) A requirement under [enacting jurisdiction] law for the signature of a person is satisfied by an electronic signature.

(2) For the purposes of subsection (1), the [authority responsible for the requirement] may make a regulation that:

- (a) the electronic signature shall be reliable for the purpose of identifying the person, in the light of all the circumstances, including any relevant agreement and the time the electronic signature was made; and
- (b) the association of the electronic signature with the relevant electronic document shall be reliable for the purpose for which the electronic document was made, in the light of all the circumstances, including any relevant agreement and the time the electronic signature was made.

(3) For the purposes of subsection (1), where the signature or signed document is to be provided to the Government, the requirement is satisfied only if:

- (a) the Government or the part of Government to which the information is to be provided has consented to accept electronic signatures; and
- (b) the electronic document meets the information technology standards and requirements as to method and as to reliability of the signature, if any, established by the Government or part of Government, as the case may be.

Provision of originals

11(1) A requirement under [enacting jurisdiction] law that requires a person to present or retain a document in original form is satisfied by the provision or retention of an electronic document if:

- (a) there exists a reliable assurance as to the integrity of the information contained in the electronic document from the time the document to be presented or retained was first made in its final form, whether as a paper document or as an electronic document;

- (b) where the document in original form is to be provided to a person, the electronic document that is provided to the person is accessible by the person and capable of being retained by the person so as to be usable for subsequent reference; and
 - (c) where the document in original form is to be provided to the Government:
 - (i) the Government or the part of Government to which the information is to be provided has consented to accept electronic documents in satisfaction of the requirement; and
 - (ii) the electronic document meets the information technology standards and acknowledgement rules, if any, established by the Government or part of Government, as the case may be.
- (2) For the purpose of paragraph (1)(a):
- (a) the criterion for assessing integrity is whether the information has remained complete and unaltered, apart from the introduction of any changes that arise in the normal course of communication, storage and display;
 - (b) the standard of reliability required shall be assessed in the light of the purpose for which the document was made and in the light of all the circumstances.

Whether document is capable of being retained

12 An electronic document is deemed not to be capable of being retained if the person providing the electronic document inhibits the printing or storage of the electronic document by the recipient.

Retention of documents

13 A requirement under [enacting jurisdiction] law to retain a document is satisfied by the retention of an electronic document if:

- (a) the electronic document is retained in the format in which it was made, sent or received, or in a format that does not materially change the information contained in the document that was originally made, sent or received;
- (b) the information in the electronic document will be accessible so as to be usable for subsequent reference by any person who is entitled to have access to the document or who is authorized to require its production; and
- (c) where the electronic document was sent or received, information, if any, that identifies the origin and destination of the electronic document and the date and time when it was sent or received is also retained.

Copies

14 Where a document may be submitted in electronic form, a requirement under a provision of [enacting jurisdiction] law for one or more copies of a document to be submitted to a single addressee at the same time is satisfied by the submission of a single version of an electronic document.

Other requirements continue to apply

15 Nothing in this Part limits the operation of any requirement under [enacting jurisdiction] law for information to be posted or displayed in a specified manner or for any information or document to be transmitted by a specified method.

Authority to prescribe forms and manner of filing forms

16(1) If a provision of [enacting jurisdiction] law requires a person to communicate information, the minister of the Crown responsible for the provision may prescribe electronic means to be used for the communication of the information and the use of those means satisfies that requirement.

(2) If a statute of [enacting jurisdiction] sets out a form, the [authority responsible for the form] may make an electronic form that is substantially the same as the form set out in the statute and the electronic form is to be considered as the form set out in the statute.

(3) A provision of [enacting jurisdiction] law that authorizes the prescription of a form or the manner of filing a form includes the authority to prescribe an electronic form or electronic means of filing the form, as the case may be.

(4) The definitions in this subsection apply in this section:

(a) **“filing”** includes all manner of submitting, regardless of how it is designated;

(b) **“prescribe”** includes all manner of issuing, making and establishing, regardless of how it is designated.

Collection, storage, etc.

17(1) In the absence of an express provision in any [enacting jurisdiction] law that electronic means may not be used or that they must be used in specified ways, a minister of the Crown in right of [enacting jurisdiction] or an entity referred to in subparagraphs 1(c)(ii) [or (iii)] may use electronic means to create, collect, receive, store, transfer, distribute, publish or otherwise deal with documents or information.

(2) For the purpose of subsection (1), the use of words and expressions like “in writing” and “signature” and other similar words and expressions does not by itself constitute an express provision that electronic means may not be used.

Electronic payments

18(1) A payment that is authorized or required to be made to the Government under [enacting jurisdiction] law may be made in electronic form in any manner specified by [the Receiver General] for the [enacting jurisdiction].

(2) A payment that is authorized or required to be made by the Government may be made in electronic form in any manner specified by the [Receiver General] for the [enacting jurisdiction].

PART 2

Communication of Electronic Documents

Definition of “electronic agent”

19 In this Part, **“electronic agent”** means a computer program or any electronic means used to initiate an action or to respond to electronic documents or actions in whole or in part without review by a natural person at the time of the response or action.

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Formation and operation of contracts

20(1) Unless the parties agree otherwise, an offer or the acceptance of an offer, or any other matter that is material to the formation or operation of a contract, may be expressed:

- (a) by means of an electronic document; or
 - (b) by an action in electronic form, including touching or clicking on an appropriately designated icon or place on a computer screen or otherwise communicating electronically in a manner that is intended to express the offer, acceptance or other matter.
- (2) A contract shall not be denied legal effect or enforceability solely by reason that an electronic document was used in its formation.

Involvement of electronic agents

21 A contract may be formed by the interaction of an electronic agent and a natural person or by the interaction of electronic agents.

Errors when dealing with electronic agents

22 An electronic document made by a natural person with the electronic agent of another person has no legal effect and is not enforceable if the natural person made a material error in the document and:

- (a) the electronic agent did not provide the natural person with an opportunity to prevent or correct the error;
- (b) the natural person notifies the other person of the error as soon as practicable after the natural person learns of the error and indicates that he or she made an error in the electronic document;
- (c) the natural person takes reasonable steps, including steps that conform to the other person's instructions to return the consideration received, if any, as a result of the error or, if instructed to do so, to destroy the consideration; and
- (d) the natural person has not used or received any material benefit or value from the consideration, if any, received from the other person.

Time and place of sending and receipt of electronic documents

23(1) Unless the originator and the addressee agree otherwise, an electronic document is sent when it enters an information system outside the control of the originator or, if the originator and the addressee are in the same information system, when it becomes capable of being retrieved and processed by the addressee.

(2) An electronic document is presumed to be received by the addressee:

- (a) when it enters an information system designated or used by the addressee for the purpose of receiving documents of the type sent and it is capable of being retrieved and processed by the addressee; or
- (b) if the addressee has not designated or does not use an information system for the purpose of receiving documents of the type sent, when the addressee becomes aware of the electronic document in the addressee's information system and the electronic document is capable of being of being retrieved and processed by the addressee.

(3) Unless the originator and the addressee agree otherwise, an electronic document is deemed to be sent from the originator's place of business and is deemed to be received at the addressee's place of business.

(4) For the purposes of subsection (3):

(a) if the originator or the addressee has more than one place of business, the place of business is that which has the closest relationship to the underlying transaction to which the electronic document relates or, if there is no underlying transaction, the principal place of business of the originator or the addressee; and

(b) if the originator or the addressee does not have a place of business, the references to "place of business" in subsection (3) are to be read as references to "habitual residence".

PART 3

Carriage of Goods

Actions related to contracts of carriage of goods

24 This Part applies to any action in connection with a contract of carriage of goods, including, but not limited to:

- (a) furnishing the marks, number, quantity or weight of goods;
- (b) stating or declaring the nature or value of goods;
- (c) issuing a receipt for goods;
- (d) confirming that goods have been loaded;
- (e) giving instructions to a carrier of goods;
- (f) claiming delivery of goods;
- (g) authorizing release of goods;
- (h) giving notice of loss of, or damage to, goods;
- (i) undertaking to deliver goods to a named person or a person authorized to claim delivery;
- (j) granting, acquiring, renouncing, surrendering, transferring or negotiating rights in goods;
- (k) notifying a person of terms and conditions of a contract of carriage of goods;
- (l) giving a notice or statement in connection with the performance of a contract of carriage of goods; and
- (m) acquiring or transferring rights and obligations under a contract of carriage of goods.

Documents

25(1) Subject to subsection (2), a requirement under [enacting jurisdiction] law that an action referred to in any of paragraphs 24(a) to (m) be carried out in writing or by using a paper document is satisfied if the action is carried out by using one or more electronic documents.

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- (2) If a right is to be granted to or an obligation is to be acquired by one person and no other person and a provision of [enacting jurisdiction] law requires that, in order to do so, the right or obligation must be conveyed to that person by the transfer or use of a document in writing, that requirement is satisfied if the right or obligation is conveyed through the use of one or more electronic documents created by a method that gives reliable assurance that the right or obligation has become the right or obligation of that person and no other person.
- (3) For the purposes of subsection (2), the standard of reliability required shall be assessed in the light of the purpose for which the right or obligation was conveyed and in the light of all the circumstances, including any relevant agreement.
- (4) If one or more electronic documents are used to accomplish an action referred to in paragraph 24(j) or (m), no document in writing used to effect the action is valid unless the use of electronic documents has been terminated and replaced by the use of documents in writing. A document in writing issued in these circumstances must contain a statement of the termination, and the replacement of the electronic documents by documents in writing does not affect the rights or obligations of the parties involved.
- (5) If a rule of [enacting jurisdiction] law is compulsorily applicable to a contract of carriage of goods that is set out in, or is evidenced by, a document in writing, that rule shall not be inapplicable to a contract of carriage of goods that is evidenced by one or more electronic documents by reason of the fact that the contract is evidenced by electronic documents instead of by a document in writing.