

## **BILL**

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### THE ELECTRONIC TRANSACTIONS ACT, 2018

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## MEMORANDUM OF OBJECTS AND REASONS

The object of this Bill is to provide for the formal recognition of the legal effect of electronic transactions including electronic signatures, to provide for the admissibility of electronic messages in evidence, to provide for the validity or enforceability of contracts executed in electronic form and to provide for other related matters.

MADE this *day of November, 2018.*

MOHAMED RAHMAN SWARAY

*Minister of Information and Communications*

FREETOWN,

SIERRA LEONE.

OCTOBER, 2018.

No.



2019

Sierra Leone

## A BILL ENTITLED

**THE ELECTRONIC TRANSACTIONS ACT, 2018**

Short title.

**Being an Act to provide for the formal recognition of the legal effect of electronic transactions including electronic signatures, to provide for the admissibility of electronic messages in evidence, to provide for the validity or enforceability of contracts executed in electronic form and to provide for other related matters.**

[ ]

Date of commencement.

ENACTED by the President and Members of Parliament in this present Parliament assembled.

## PART I – PRELIMINARY

Interpretation.

1. In this Act, unless the context requires otherwise –

“advanced electronic signature” means an electronic signature which meets the requirements of electronic identification and trust services for electronic transactions that is -

- (a) uniquely linked to the signatory;
- (b) capable of identifying the signatory;
- (c) created using electronic signature creation data that the signatory can, with a high level of confidence, use under his sole control; and
- (d) linked to the data signed in such a way that any subsequent change in the data is detectable;

“commercial communication” means any electronic communication which constitutes an offer for sale, hire or exchange of goods, services or facilities;

“consumer” in relation to-

- (a) any goods, means-
  - (i) any person who acquires or wishes to acquire goods for his own private use or consumption; or
  - (ii) a commercial undertaking that purchases consumer goods;

(b) any services or facilities, means any person who employs or wishes to be provided with such services or facilities; and

(c) any accommodation, means any person who wishes to occupy the accommodation;

“data” means electronic representations of information in any form;

“data message” means data generated, sent, received or stored by a computer and includes -

- (a) voice, where the voice is used in an automated transaction; and
- (b) stored record;

“digital certificate” means a record issued for the purpose of supporting an electronic signature that -

- (a) purports to confirm identity or other significant characteristics;
- (b) names or identifies the person to whom it is issued;
- (c) contains the public key of the person to whom it is issued; and
- (d) is signed by a responsible officer;

“electronic message” means any communication created, sent, received or stored by electronic communications, including computerised data exchange system, electronic mail system and instant messaging;

“electronic signature” means information that is -

- (a) contained in, attached to or logically associated with an electronic document; and
- (b) used by a signatory to indicate his adoption of the content of that document, but does not include any signature produced by a facsimile machine or by an electronic scanning device;

“goods” includes all kinds of property other than real property, securities, money or choses in action;

information” includes data, text, images, sounds, codes, computer programmes, software and databases;

“information system” means a system for generating, sending, receiving, storing, displaying or otherwise processing data messages and includes the internet or any other information sharing system;

“Minister” means the minister responsible for information and communications;

“National Civil Registration Authority” means the National Civil Registration Authority established by section 2 of the National Civil Registration Authority Act, 2016 (Act No. 14 of 2016);

“National Revenue Authority” means the National Revenue Authority established by section 3 of the National Revenue Authority Act, 2002 (Act No. 11 of 2002);

“open standard” means a standard that is publicly available and has various rights to use associated with it and may also have various properties of how it was designed;

“person” includes any association or body of persons corporate or unincorporated;

“personal information” means information about an identifiable individual, including -

- (a) information relating to the race, gender, marital status, nationality or ethnicity, colour, sexual orientation, age, physical or mental health, disability, religion, social or political views, language or birth;
- (b) information relating to the education or the medical, criminal, credit or employment history of the individual;
- (c) information about financial transactions in which the individual is or has been involved;
- (d) the address, fingerprints or blood type of the individual;
- (e) the name of the individual where it appears with other personal information relating to the individual or where the disclosure of the name itself would reveal personal information about the individual;
- (f) correspondence sent by the individual that is implicitly or explicitly of a private or confidential nature, or further correspondence that would reveal the contents of the original correspondence; and
- (g) the views or opinions of any person about an individual;

“qualified digital certificate” means a public key certificate issued by a qualified trust service provider that ensures the authenticity and data integrity of an electronic signature and its accompanying message;

“qualified trust service provider” means a person or legal entity providing and preserving digital certificates to create and validate electronic signatures and to authenticate their signatories;

“service provider” means

- (a) any public or private entity that provides to the users of its service, the ability to communicate by means of a computer system, and
- (b) any entity that processes or stores computer data on behalf of a communication service or users of such service;

“supplier” means a person who offers by means of electronic transactions, any goods, services or facilities for sale, hire or exchange;

“Taxpayer Identification Number” means the number issued by the Commissioner-General of the National Revenue Authority to a person for the purpose of the person’s registration under the Goods and Services Act, 2009 (Act No. 6 of 2009).

Application.

2. This Act shall not apply to a –

- (a) will or codicil;
- (b) power of attorney;
- (c) negotiable instrument;

(d) contract for the sale or disposition of immovable property or any interest in the property ;

(e) conveyance of immovable property or the transfer of any interest in immovable property; and

(f) any other document of title.

#### PART II - LEGAL EFFECT OF ELECTRONIC INFORMATION AND ELECTRONIC TRANSACTIONS

3. (1) Where a law requires that information is to be in written form or specific consequences shall be imposed in the absence of such information in written form, the requirement will be satisfied and no such consequence shall be imposed, if the information is -

Validity and enforceability of electronic information.

(a) contained in an electronic message from the first time it was created in a final version and there is sufficient assurance of its integrity; and

(b) available and can be presented to any person to whom it is to be made available.

(2) The criteria for assessing–

(a) the integrity of information under paragraph (a) of subsection (1), shall be based on whether the information has remained complete and unaltered, except for any addition of endorsement or change that may arise in the normal course of communication, storage and display; and

- (b) the standard of availability required under paragraph (b) of subsection (1), shall be based on the purpose for which the information was created in the light of all the circumstances thereof.

Notarisation, acknowledgment and certification.

4. (1) Where a law requires a signature, statement or document to be notarised, acknowledged, verified or made under oath, that requirement shall be met if the advanced electronic signature of the person authorised to perform the act is attached, incorporated or logically associated with the electronic signature or data message.

(2) Where a law requires or permits a person to provide a certified copy of a document and the document exists in electronic form, the requirement will be met if the person provides a print out of the document that is certified to be a true reproduction of the document.

(3) Where a law requires or permits a person to provide a certified copy of a document and the document exists in paper or other physical form, that requirement will be met if an electronic copy of the document is certified to be a true copy and certification is confirmed by the use of an advanced electronic signature.

Retention of information or record.

5. (1) Where a law requires that a document, record or information be retained in electronic form, the document, record or information shall –

- (a) remain accessible and can be used for subsequent reference;
- (b) be in the form in which it was originally generated, sent or received; and
- (c) enable the identification of the origin and destination of the electronic record and the date and time when it was sent or received.

(2) The obligation to retain a document, record or information under subsection (1) shall not extend to information generated solely for the purpose of enabling a document, record or information to be sent or received.

6. (1) Where the signature of a person is required by law or specific consequences are imposed in the absence of such signature, the requirement will be satisfied and no such consequence shall be imposed, if an electronic signature of that person is supported by a qualified digital certificate issued in advance. <sup>Electronic signature.</sup>

(2) Where it is proved that no intentional wrongful conduct or negligence was involved, a qualified trust service provider who issues a qualified digital certificate shall be responsible for any damage incurred by a person who reasonably relied on the qualified digital certificate where –

- (a) all or part of the information contained in the qualified digital certificate on the date of issuance was incorrect;
- (b) all or part of the data required for the qualified digital certificate to be regarded as qualified were incomplete;
- (c) the qualified digital certificate was issued without checking that the signatory is duly entitled to receive such certificate; and
- (d) the qualified trust service provider has not registered a revocation of the qualified digital certificate or made this information available to third parties.

(3) A qualified trust service provider of a qualified digital certificate shall not be responsible for damage caused by the use of a digital certificate that exceeds fixed limits on the use or the value of transactions for which the digital certificate has been used, provided that these conditions have been made available to users.

Requirements to produce a document for inspection or in its original form.

7. (1) Where a law requires or permits information to be presented in its original form or to be made available for inspection, the requirement will be satisfied if the information is produced electronically

(2) Having regard to all the relevant circumstances at the time, the method of producing information electronically under subsection (1), shall not compromise the integrity of the information.

(3) The criteria for assessing the integrity of information produced electronically under subsection (2) shall be the purpose for which the information is produced and any other relevant factor.

(4) Information presented electronically under subsection (1), shall be readily accessible so as to be useable for subsequent reference.

Admissibility and evidential weight of electronic information.

8. (1) Information in the form of an electronic message shall be admissible as evidence in any Court in Sierra Leone on the same level as information in written or oral form.

(2) The evidential value of an electronic message shall be assessed based on the creation, storage conditions, methods of communication, integrity, preservation and identification of the sender.

(3) In any legal proceeding, an electronic message shall not be inadmissible in evidence for the sole reason that -

- (a) the electronic message was used; and
- (b) the person using such electronic message is unlikely to obtain more supportive evidence to sustain his claim.

PART III - VALIDITY OF ELECTRONIC TRANSACTIONS

9. (1) The validity or enforceability of any transaction cannot be challenged for the sole reason that the transaction was executed in electronic form. Challenge of validity or enforceability.

(2) Unless otherwise agreed by the parties, an offer and acceptance of an offer may be expressed by electronic message and where an electronic message is used for the purpose of concluding a contract, the validity or enforceability of the contract cannot be challenged for the sole reason that an electronic message was used.

(3) A contract concluded between parties by means of electronic messages shall be concluded at the time and the place the acceptance of the offer was received by the recipient.

10. (1) The time of dispatch of an electronic message shall be the time when the electronic message leaves an information system under the control of the sender or of the party that sent the information on behalf of the sender. Time and place of dispatch.

(2) The time of receipt of an electronic message shall be the time when the message is accessed by the recipient via the electronic address designated by the recipient.

(3) An electronic message shall be presumed to be accessible to the recipient when the electronic message reaches the recipient's electronic address.

11. (1) An electronic message shall be considered to be sent, when it is sent by - Electronic message sent by sender.

- (a) a sender;
- (b) a party authorised to act for that purpose on behalf of the sender; or

- (c) an information system programmed by the sender or on behalf of the sender to send electronic messages automatically.

(2) An electronic message may be considered to have come from the sender if -

- (a) the procedure previously accepted for that purpose by the sender has been complied with; and
- (b) the electronic message received was the result of the action of a person who has had access to the methods of identification used by the sender.

(3) Subsection (2) shall not apply where -

- (a) the sender timely notified the recipient that he did not send an electronic message; or
- (b) the recipient knew, or should have known after having taken reasonable steps or complied with an agreed procedure, that an electronic message did not come from the sender.

(4) Where an electronic message came or was considered to have come from the sender, the recipient shall be entitled to consider that the sender agreed to acknowledge the authenticity of the electronic message as it was received

(5) The recipient shall consider each electronic message received as a separate electronic message unless it duplicates another electronic message and the recipient knew or should have known, after having taken reasonable steps or complied with an agreed procedure, that the electronic message was a duplicate.

12. (1) Where a sender, before or during the dispatch of an electronic message or in the content of such electronic message, asks the recipient to acknowledge receipt of the electronic message, or agrees on such acknowledgement of receipt and the sender does not agree with the recipient that an acknowledgement of receipt should be given in a certain form or according to a certain method, receipt may be acknowledged -

Acknowledgment of receipt of electronic message.

- (a) by any communication, whether automated or not, originating from the recipient; and
- (b) by any act of the recipient, sufficient to notify the sender that the electronic message was received.

(2) Where a sender requires the acknowledgement of receipt of an electronic message, the electronic message may not be considered as sent until its receipt is acknowledged and where the sender agrees with the recipient that an acknowledgement of receipt of an electronic message should be given in a certain form or according to a certain method, the electronic message may not be considered as sent until its receipt is acknowledged in that form or by that method.

(3) Where a sender does not require the acknowledgement of receipt of an electronic message, and the sender has not received acknowledgement within the agreed period of time or if no such period was agreed, within a reasonable period of time, the sender shall-

- (a) notify the recipient that no acknowledgement of receipt was obtained and fix the time during which such acknowledgement should be received; and
- (b) if the acknowledgement of receipt was not received during the period stipulated in subparagraph (a), consider that the electronic message was not sent, or exercise any other right that he is entitled to.

(4) Where the sender receives acknowledgement of receipt by the recipient, the electronic message shall be considered received by the recipient except that this presumption shall not mean that the electronic message corresponds to the message sent.

(5) Where the acknowledgement of receipt indicates that the electronic message meets technical conditions prescribed either by agreement or by law, it shall be deemed that the technical conditions have been complied with.

#### PART IV - CONSUMER PROTECTION

Information to be provided in electronic commercial activity.

13. (1) A person engaged in electronic commercial activity for the sale of goods or services shall enable the recipients of the goods or services have easy and direct access, in open standard, to the following information -

- (a) **Name**- the names of a natural person, or the corporate name of a legal entity;
- (b) **Address** - the address where the natural person is permanently domiciled, his email address, and telephone number, or the address where the legal entity is established, its email address and telephone number, which permits effective communications with such person;
- (c) **Registration** - if the person is subject to registration, the registration number, corporate capital, and corporate headquarters address;
- (d) **Tax** - if the person is subject to a tax on consumer goods and services and has an identification number, his Tax Identification Number;
- (e) **Authorisation** - if the person is subject to an authorisation or licensing regime, the name and authority that issued the authorisation or licence;

(f) **Professional regulation** - if the activity of the person is subject to professional regulation, reference to the applicable professional rules, his professional title, the state where the title was granted, as well as the name of the professional order or organisation where the person is registered; and

(g) **self-regulated organisation** - if the person belongs to a self-regulated organisation, professional association, organisation for dispute settlement or any other relevant certification organisation, he shall provide relevant information and ensure easy means of verifying his membership, and of access to the codes and practices applicable in the organisation.

(2) A person engaged in electronic commercial activity for the sale of goods or services shall provide every potential consumer, before concluding a contract, with sufficient information regarding the terms, conditions and costs associated with the transaction, so that the consumer is able to make commitments in full knowledge of the scope of his rights and obligations arising out of the transaction, including -

- (a) an exact and detailed description of goods or services which are the subject of the contract;
- (b) instructions for use, and in particular the warnings related to security and health;
- (c) restrictions, limitations or conditions related to the purchase, such as an agreement of a parent or of a guardian, as well as any territorial or temporal restrictions;
- (d) an indication of the price, in a clear and unambiguous manner, including possible taxes and costs of shipping and delivery to be paid by the consumer, and terms and conditions of payment;

- (e) conditions of delivery or of execution indicated by the supplier before the conclusion of the contract, the time within which it undertakes to deliver the good or to provide the service, and by default the supplier shall be bound to deliver the good or to provide the service immediately upon concluding the contract, and in case of non-compliance with the deadline, the consumer shall be entitled to terminate the agreement;
- (f) information regarding available after-sale service;
- (g) details and conditions of withdrawal, denunciation, return, cancellation or reimbursement; and
- (h) warranty conditions.

Conclusion of electronic contracts with consumers.

14. (1) Where a person engaged in electronic commercial activity for the sale of goods or services offers to a consumer, by electronic means, the provision of goods or services, he shall make available to the consumer, applicable contractual terms and conditions in a way that ensures their preservation and reproduction and, without prejudice to the conditions of validity mentioned in the offer, he shall remain bound by the offer as long as he keeps it accessible by electronic means.

(2) An offer to a consumer by electronic means under subsection (1), shall indicate -

- (a) the various steps to follow in order to conclude the contract by electronic means;
- (b) the technical means that permit the consumer, before the conclusion of the contract, to identify errors made during the entry of the data and to correct them;
- (c) the proposed language for the conclusion of the contract;

- (d) if the contract is archived, the conditions of such archiving by the offeror and the conditions of access to the archived contract;
- (e) if applicable, the way to consult electronically, professional and commercial rules the offeror considers binding.

(3) A contract concluded by electronic means under subsection (1), shall be archived for a period of not less than 10 years from the conclusion of the contract.

15. (1) The activities within the scope of this Act shall be subject to the law of the country on whose territory the person carrying out the activity is established. Applicable law.

(2) Without prejudice to the freedom of the parties in choosing the laws that apply to their transactions, where the parties fail to choose, the law to be applied shall be the law of current residence of the consumer.

16. A consumer shall be entitled to-

- (a) a statement of his rights and obligations;
- (b) a prior notice, individual or public, in regard to any change in tariffs;
- (c) the right to be notified about planned interruption or termination of services;
- (d) a copy of a periodically updated directory where applicable;
- (e) the right to opt out of unsolicited electronic messages;
- (f) instructions for the use of service and a statement of his rights and obligations;
- (g) privacy of communications;
- (h) the right to complain and to be heard about quality, delay, quantity and tariff with regard to the nature of the electronic service provided;

Consumer's rights and privileges.

- (i) compensation in case service is denied or interrupted due to an act or omission of the service provider, unless *force majeure*;
- (j) a regular statement of charges payable for the service received; and
- (k) access of consumer protection associations of Sierra Leone to the commission for redress of his grievances, if he fails to get satisfaction from the operator.

Consumer's right of withdrawal.

17. (1) A consumer may cancel a contract concluded by electronic means without explanation and without penalties -

- (a) with respect to goods, during a period of 7 days from the receipt of the goods; and
- (b) with respect to services, during a period of 7 days from the conclusion of the contract.

(2) Where a consumer cancels a contract under subsection (1), the consumer may, if necessary, bear return costs.

(3) A person engaged in electronic commercial activity shall reimburse the consumer for all sums paid on a contract cancelled by a consumer under subsection (1), as soon as possible, but not later than 14 days after the consumer has exercised the right to cancel and reimbursement made beyond that date shall accrue interest at the applicable bank rate.

(4) Reimbursement under subsection (3) may be conducted by any means of payment proposed by the person engaged in electronic commercial activity except that where the consumer has exercised the right of withdrawal, he may opt for other conditions of reimbursement.

(5) Unless otherwise agreed by the parties, no right of withdrawal can be exercised for contracts concluded by electronic means relating to the provision of -

- (a) services that started, with the consumer's consent, before the end of a period of 7 days;
- (b) goods or services where the price depends on fluctuations in financial market rates;

- (c) goods made according to the consumer's own specifications, or clearly personalised, or goods that by their nature cannot be returned or are liable to deteriorate rapidly;
- (d) audio or video recordings or software if unsealed by the consumer;
- (e) newspapers, periodicals or magazines; and
- (f) betting and authorised lotteries.

18. (1) Any person who sends unsolicited commercial communication to consumers shall provide the consumer with -

Unsolicited goods, services or communication.

- (a) the option to cancel his subscription to the mailing list of that person ; and
- (b) the identifying particulars of the source from which the person obtained the consumer's personal information on request of the consumer.

(2) Where a consumer fails to respond to an unsolicited communication no agreement shall be deemed to be concluded.

(3) A person who contravenes subsection (1) commits an offence and is liable, on conviction, to a fine not exceeding 10 Million Leones or to imprisonment not exceeding 12 months or both the fine and imprisonment.

19. (1) A contract executed by electronic means cannot be validly concluded, unless the consumer has had the possibility of verifying the details of the order and the overall price, as well as clarifying potential errors before finally confirming acceptance of the offer.

Performance of electronic transactions.

(2) An offeror shall acknowledge receipt of the order of a customer by electronic means without unjustified delay.

(3) Where an offer is made by electronic means, the acceptance of that offer and the acknowledgement of receipt of such acceptance shall be considered to be received when the party to which they are addressed is able to access them.

Obligation of supplier. 20. (1) A supplier shall, on the website where goods or services are offered for sale, make available to the consumer the following information -

- (a) the full name of the supplier;
- (b) the supplier's address (where he receives service of legal documents), website, e-mail address and telephone number;
- (c) a disclosure as to whether the entity is incorporated or registered under any law and where applicable the supplier's registration number and place of registration;
- (d) details as to membership in any self-regulatory or accreditation bodies to which the supplier belongs or subscribes and the contact information of such bodies;
- (e) a description of any code of conduct to which the supplier subscribes and how the code may be accessed electronically by the consumer;
- (f) a description of the main characteristics of each type of goods, service or facility offered on the website by the supplier, which is reasonably sufficient to enable the consumer to make an informed decision as to the proposed electronic transaction;
- (g) the full price of the goods, services or facilities including transportation cost; taxes and any other fees or cost;
- (h) the method of payment required by the supplier;
- (i) the terms of agreement including any guarantees that will apply to the transaction and how those terms may be accessed, stored and reproduced by the consumer electronically;

- (j) the time within which the goods will be dispatched or delivered, the services rendered or the facilities made available;
- (k) the manner and period within which consumers can access and maintain a full record of the transaction;
- (l) the return, exchange and refund policy of the supplier;
- (m) any dispute resolution code to which the supplier subscribes and how the text of that code may be accessed electronically by the consumer;
- (n) the security procedures and privacy policy of the supplier in respect of payment, payment information and personal information;
- (o) where appropriate the minimum duration of the agreement in the case of agreement for goods, services or facilities to be supplied on an ongoing basis or recurrently.

(2) The supplier shall provide the consumer with an opportunity to do the following -

- (a) review the entire electronic transaction;
- (b) correct any errors;
- (c) withdraw from the transaction before finally lacing; and
- (d) access electronically and reproduce an accurate summary of the order and the terms, including the total cost, relating thereto.

(3) Where a supplier fails to comply with subsection (1) or (2), the consumer is entitled to cancel the transaction within 14 days after receiving the goods, services or facilities to which the transaction applies.

- (4) Where a transaction is cancelled under subsection (3)-
- (a) the consumer shall return the goods and cease using the services or facilities supplied pursuant to the transaction, as the case may require; and
  - (b) the supplier shall refund all payments made by the consumer in respect of the transaction.
- (5) The supplier shall utilise a payment system that is sufficiently secure having regard to-
- (a) accepted technological standards at the time of the transaction; and
  - (b) the type of transaction concerned.
- (6) The supplier is liable for any damage suffered by a consumer due to a failure by the supplier to comply with subsection (5).
21. (1) Where a supplier fails to perform its side of the contract, on the grounds that the goods or services ordered are unavailable, the supplier shall inform the consumer of this situation, refund any sums paid as soon as possible but not later than 30 days and refund made beyond that date, shall accrue interest at the applicable bank rate.
- (2) Where it is provided for in the contract that the supplier may supply goods or services of equivalent quality and price to the consumer in the event that the goods or services ordered are unavailable the supplier shall supply goods or services of equivalent quality and price and inform the consumer accordingly.
- (3) Where a supplier fails to perform his side of the contract under subsection (1), and the consumer opts to exercise his right of withdrawal for goods delivered under such circumstances, the supplier shall bear the return costs.

Default by  
supplier.

#### PART V-LIABILITY OF SERVICE PROVIDERS

22. (1) Subject to subsection (2) a network service provider shall not be subject to any civil or criminal liability in respect of third-party material in the form of an electronic record to which he merely provides access where liability is limited to -
- Liability of Network Service providers.
- (a) the making, publication, dissemination or distribution of such materials or any statement made in such material; or
  - (b) the infringement of any right subsisting in or in relation to such material.
- (2) Nothing in this section shall affect -
- (a) an obligation founded on contract;
  - (b) the obligation of a network service provider as such under a licensing or other regulatory regime established under any enactment; or
  - (c) any obligation imposed under any enactment or by a Court to remove, block or deny access to any material.
- (3) For the purposes of this section -
- “provide access”, in relation to third-party material means to provide the necessary technical means by which third-party material may be accessed and includes the automatic and temporary storage of the third party material for the purpose of providing access;
- “third-party”, in relation to a network service provider, means a person over whom the provider has no effective control.
23. Where a service provider refers or links users to a data message containing an infringing data message or infringing activity, the service provider is not liable for damage incurred by the user if the service provider -
- Information location tools.

- (a) does not have actual knowledge that the data message or an activity relating to the data message is infringing the rights of the user;
- (b) is not aware of the facts or circumstances from which the infringing activity or the infringing nature of the data message is apparent;
- (c) does not receive a financial benefit directly attributable to the infringing activity; or
- (d) removes or disables access to the reference or link to the data message or activity within a reasonable time after being informed that the data message or the activity relating to the data message infringes the rights of the user.

Notification of infringing data message or activity.

24. (1) A person who complains that a data message or an activity relating to the data message is unlawful shall notify the service provider or his designated agent in writing and the notification shall include-

- (a) the full name and address of the person complaining;
- (b) the written or electronic signature of the person complaining;
- (c) the right that has allegedly been infringed;
- (d) a description of the material or activity which is alleged to be the subject of the infringing activity;
- (e) the remedial action required to be taken by the service provider in respect of the complaint;
- (f) telephone and electronic contact details of the person complaining;

- (g) a declaration that the person complaining is acting in good faith; and
- (h) a declaration that the information in the notification is correct to his knowledge.

(2) A person who knowingly makes a false statement on the notification in subsection (1) is liable to the service provider for the loss or damage suffered by the service provider.

25. (1) For the purpose of complying with this Part a service provider is not obliged to -

- (a) monitor the data which the service provider transmits or stores ; or
- (b) actively seek for facts or circumstances indicating an unlawful activity.

Service providernot obliged to monitor data.

(2) The Minister may by statutory instrument prescribe the procedure for service providers to -

- (a) inform the competent public authorities of any alleged illegal activities undertaken or information provided by recipients of their service; and
- (b) communicate information enabling the identification of a recipient of the service provided by the service provider, at the request of a competent authority.

#### PART VI-MISCELLANEOUS

26. The Minister may by statutory instrument make Regulations for giving effect to this Act.

Regulations.