

ผนวก ค
เอกสารแนบท้าย

เอกสารเปรียบเทียบบทบัญญัติของแม่แบบว่าด้วยการพาณิชย์อิเล็กทรอนิกส์ กับ กฎหมายธุรกรรมทางอิเล็กทรอนิกส์ของต่างประเทศ ได้แก่ UETA ของประเทศสหรัฐอเมริกา และ ETA ของประเทศสิงคโปร์ โปรดดูหน้า 70

UNCITRAL – UETA - ETA COMPARISON

(a) Scope of application

UNCITRAL Model Law on Electronic Commerce

Article 1 Sphere of application

This Law applies to any kind of information in the form of a data message used in the context of activities.

Uniform Electronic Transaction Act 1999 (US)

Section 3. SCOPE

(a) Except as otherwise provided in subsection (b), this [Act] applies to electronic records and electronic signatures relating to a transaction.

Section 4. PROSPECTIVE APPLICATION

This [Act] applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored on or after the effective date of this [Act].

Electronic Transaction Act 1998 (Singapore)

4. Application

(1) Parts II and IV shall not apply to any rule of law requiring writing or signatures in any of the following matters:

- (a) the creation or execution of a will;
 - (b) negotiable instruments;
 - (c) the creation, performance or enforcement of an indenture, declaration of trust or power of attorney with the exception of constructive and resulting trusts;
 - (d) any contract for the sale or other disposition of immovable property, or any interest in such property;
 - (e) the conveyance of immovable property or the transfer of any interest in immovable property;
 - (f) documents of title.
- (2) The Minister may by order modify the provisions of subsection (1) by adding, deleting or amending any class of transactions or matters.

(b) Interpretation, construction and purpose

UNCITRAL Model Law on Electronic Commerce

Article 3. Interpretation

- (1) In the interpretation of this Law, regard is to be had to its international origin and to the need to promote uniformity in its application and the observance of good faith.
- (2) Questions concerning matters governed by this Law that are not expressly settled in it are to be settled in conformity with the general principles on which this Law is based.

Uniform Electronic Transaction Act 1999 (US)

SECTION 6. CONSTRUCTION AND APPLICATION. This [Act] must be construed and applied:

- (1) to facilitate electronic transactions consistent with other applicable law;
- (2) to be consistent with reasonable practices concerning electronic transactions and with the continued expansion of those practices; and

(3) to effectuate its general purpose to make uniform the law with respect to the subject of this [Act] among States enacting it.

Electronic Transaction Act 1998 (Singapore)

3. Purposes and construction

This Act shall be construed consistently with what is commercially reasonable under the circumstances and to give effect to the following purposes:

- (a) to facilitate electronic communications by means of reliable electronic records;
- (b) to facilitate electronic commerce, eliminate barriers to electronic commerce resulting from uncertainties over writing and signature requirements, and to promote the development of the legal and business infrastructure necessary to implement secure electronic commerce;
- (c) to facilitate electronic filing of documents with government agencies and statutory corporations, and to promote efficient delivery of government services by means of reliable electronic records;
- (d) to minimise the incidence of forged electronic records, intentional and unintentional alteration of records, and fraud in electronic commerce and other electronic transactions;
- (e) to help to establish uniformity of rules, regulations and standards regarding the authentication and integrity of electronic records; and
- (f) to promote public confidence in the integrity and reliability of electronic records and electronic commerce, and to foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to correspondence in any electronic medium.

(c) Variation by agreement

UNCITRAL Model Law on Electronic Commerce

Article 4. Variation by agreement

(1) As between parties involved in generating, sending, receiving, storing or otherwise processing data messages, and except as otherwise provided, the provisions of chapter III may be varied by agreement.

(2) Paragraph 1 does not affect any right that may exist to modify by agreement any rule of law referred to in chapter II.

Uniform Electronic Transaction Act 1999 (US)

Section 5. USE OF ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES; VARIATION BY AGREEMENT

(d) Except as otherwise provided in this [Act], the effect of any of its provisions may be varied by agreement. The presence in certain provisions of this [Act] of the words “unless otherwise agreed”, or words of similar import, does not imply that the effect of other provisions may not be varied by agreement.

Electronic Transaction Act 1998 (Singapore)

5. Variation by agreement

As between parties involved in generating, sending, receiving, storing or otherwise processing electronic records, any provision of Part II or IV may be varied by agreement.

(d) Data messages and evidence

UNCITRAL Model Law on Electronic Commerce

Article 5. Legal recognition of data messages

Information shall not be denied legal effect, validity or enforceability solely on the grounds that it is in the form of a data message.

Article 9. Admissibility and evidential weight of data messages

(1) In any legal proceedings, nothing in the application of the rules of evidence shall apply so as to deny the admissibility of a data message in evidence:

(a) On the sole ground that it is a data message; or

(b) If it is the best evidence that the person adducing it could reasonably be expected to obtain, on the grounds that it is not in its original form.

(2) Information in the form of a data message shall be given due evidential weight. In assessing the evidential weight of a data message, regard shall be had to the reliability of the manner in which the data message was generated, stored or communicated, to the reliability of the manner in which the integrity of the information was maintained, to the manner in which its originator was identified, and to any other relevant factor.

Uniform Electronic Transaction Act 1999 (US)

Section 7. LEGAL RECOGNITION OF ELECTRONIC RECORDS, ELECTRONIC SIGNATURES, AND ELECTRONIC CONTRACTS

(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.

(b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.

Section 13. ADMISSIBILITY IN EVIDENCE

In a proceeding, evidence of a record or signature may not be excluded solely because it is in electronic form.

Electronic Transaction Act 1998 (Singapore)

6. Legal recognition of electronic records

For the avoidance of doubt, it is declared that information shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

(e) Formation and validity of electronic contracts

UNCITRAL Model Law on Electronic Commerce

Article 11. Formation and validity of contracts

(1) In the context of contract formation, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed by means of data messages. Where a data message is used in the formation of a contract, that contract shall not be denied validity or enforceability on the sole ground that a data message was used for that purpose.

(2) The provisions of this article do not apply to the following: [...].

Uniform Electronic Transaction Act 1999 (US)

Section 7. LEGAL RECOGNITION OF ELECTRONIC RECORDS, ELECTRONIC SIGNATURES, AND ELECTRONIC CONTRACTS

(b) A contract may not be denied legal effect or enforceability solely because an electronic record was used in its formation.

Electronic Transaction Act 1998 (Singapore)

11. Formation and validity of contracts

(1) For the avoidance of doubt, it is declared that in the context of the formation of contracts, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed by means of electronic records.

(2) Where an electronic record is used in the formation of a contract, that contract shall not be denied validity or enforceability on the sole ground that an electronic record was used for that purpose.

(f) Term of the electronic contracts

UNCITRAL Model Law on Electronic Commerce

Article 5 bis. Incorporation by reference

(as adopted by the Commission at its thirty-first session, in June 1998)

Information shall not be denied legal effect, validity or enforceability solely on the grounds that it is not contained in the data message purporting to give rise to such legal effect, but is merely referred to in that data message.

(g) Writing

UNCITRAL Model Law on Electronic Commerce

Article 6. Writing

(1) Where the law requires information to be in writing, that requirement is met by a data message if the information contained therein is accessible so as to be usable for subsequent reference.

(2) Paragraph 1 applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for the information not being in writing.

(3) The provisions of this article do not apply to the following: [...].

Uniform Electronic Transaction Act 1999 (US)

Section 7. LEGAL RECOGNITION OF ELECTRONIC RECORDS, ELECTRONIC SIGNATURES, AND ELECTRONIC CONTRACTS

(c) If a law requires a record to be in writing, an electronic record satisfies the law.

Electronic Transaction Act 1998 (Singapore)

7. Requirement for writing

Where a rule of law requires information to be written, in writing, to be presented in writing or provides for certain consequences if it is not, an electronic record satisfies that rule of law if the information contained therein is accessible so as to be usable for subsequent reference.

(h) Document: originals, production, retention

UNCITRAL Model Law on Electronic Commerce

Article 8. Original

(1) Where the law requires information to be presented or retained in its original form, that requirement is met by a data message if:

(a) There exists a reliable assurance as to the integrity of the information from the time when it was first generated in its final form, as a data message or otherwise; and

(b) Where it is required that information be presented, that information is capable of being displayed to the person to whom it is to be presented.

(2) Paragraph 1 applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for the information not being presented or retained in its original form.

(3) For the purposes of subparagraph (a) of paragraph 1:

(a) The criteria for assessing integrity shall be whether the information has remained complete and unaltered, apart from the addition of any endorsement and any change which arises in the normal course of communication, storage and display; and

(b) The standard of reliability required shall be assessed in the light of the purpose for which the information was generated and in the light of all the relevant circumstances.

(4) The provisions of this article do not apply to the following: [...].

Article 10. Retention of data messages

(1) Where the law requires that certain documents, records or information be retained, that requirement is met by retaining data messages, provided that the following conditions are satisfied:

(a) The information contained therein is accessible so as to be usable for subsequent reference; and

(b) The data message is retained in the format in which it was generated, sent or received, or in a format which can be demonstrated to represent accurately the information generated, sent or received; and

(c) Such information, if any, is retained as enables the identification of the origin and destination of a data message and the date and time when it was sent or received.

(2) An obligation to retain documents, records or information in accordance with paragraph 1 does not extend to any information the sole purpose of which is to enable the message to be sent or received.

(3) A person may satisfy the requirement referred to in paragraph 1 by using the services of any other person, provided that the conditions set forth in subparagraphs (a), (b) and (c) of paragraph 1 are met.

Uniform Electronic Transaction Act 1999 (US)**Section 8. PROVISION OF INFORMATION IN WRITING; PRESENTATION OF RECORDS.**

(a) If parties have agreed to conduct a transaction by electronic means and a law requires a person to provide, send, or deliver information in writing to another person, the requirement is satisfied if the information is provided, sent, or delivered, as the case may be, in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not capable of retention by the recipient if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record.

(b) If a law other than this [Act] requires a record (i) to be posted or displayed in a certain manner, (ii) to be sent, communicated, or transmitted by a specified method, or (iii) to contain information that is formatted in a certain manner, the following rules apply:

(1) The record must be posted or displayed in the manner specified in the other law.

(2) Except as otherwise provided in subsection (d)(2), the record must be sent, communicated, or transmitted by the method specified in the other law.

(3) The record must contain the information formatted in the manner specified in the other law.

(c) If a sender inhibits the ability of a recipient to store or print an electronic record, the electronic record is not enforceable against the recipient.

(d) The requirements of this section may not be varied by agreement, but:

(1) to the extent a law other than this [Act] requires information to be provided, sent, or delivered in writing but permits that requirement to be varied by agreement, the requirement under subsection (a) that the information be in the form of an electronic record capable of retention may also be varied by agreement; and

(2) a requirement under a law other than this [Act] to send, communicate, or transmit a record by [firstclass mail, postage prepaid] [regular United States mail], may be varied by agreement to the extent permitted by the other law.

Section 12. RETENTION OF ELECTRONIC RECORDS; ORIGINALS.

(a) If a law requires that a record be retained, the requirement is satisfied by retaining an electronic record of the information in the record which:

(1) accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise; and

(2) remains accessible for later reference.

(b) A requirement to retain a record in accordance with subsection (a) does not apply to any information the sole purpose of which is to enable the record to be sent, communicated, or received.

(c) A person may satisfy subsection (a) by using the services of another person if the requirements of that subsection are satisfied.

(d) If a law requires a record to be presented or retained in its original form, or provides consequences if the

record is not presented or retained in its original form, that law is satisfied by an electronic record retained in accordance with subsection (a).

(e) If a law requires retention of a check, that requirement is satisfied by retention of an electronic record of the information on the front and back of the check in accordance with subsection (a).

(f) A record retained as an electronic record in accordance with subsection (a) satisfies a law requiring a person to retain a record for evidentiary, audit, or like purposes, unless a law enacted after the effective date of this [Act] specifically prohibits the use of an electronic record for the specified purpose.

(g) This section does not preclude a governmental agency of this State from specifying additional requirements for the retention of a record subject to the agency's jurisdiction.

Electronic Transaction Act 1998 (Singapore)

9. Retention of electronic records

(1) Where a rule of law requires that certain documents, records or information be retained, that requirement is satisfied by retaining them in the form of electronic records if the following conditions are satisfied:

(a) the information contained therein remains accessible so as to be usable for subsequent reference;

(b) the electronic record is retained in the format in which it was originally generated, sent or received, or in a format which can be demonstrated to represent accurately the information originally generated, sent or received;

(c) such information, if any, as enables the identification of the origin and destination of an electronic record and the date and time when it was sent or received, is retained; and

(d) the consent of the department or ministry of the Government, organ of State or the statutory corporation which has supervision over the requirement for the retention of such records has been obtained.

(2) An obligation to retain documents, records or information in accordance with subsection (1) (c) shall not extend to any information necessarily and automatically generated solely for the purpose of enabling a record to be sent or received.

(3) A person may satisfy the requirement referred to in subsection (1) by using the services of any other person, if the conditions in paragraphs (a) to (d) of that subsection are complied with.

(4) Nothing in this section shall —

(a) apply to any rule of law which expressly provides for the retention of documents, records or information in the form of electronic records; or

(b) preclude any department or ministry of the Government, organ of State or a statutory corporation from specifying additional requirements for the retention of electronic records that are subject to the jurisdiction of such department or ministry of the Government, organ of State or statutory corporation.

(i) Recognition

UNCITRAL Model Law on Electronic Commerce

Article 12. Recognition by parties of data messages

(1) As between the originator and the addressee of a data message, a declaration of will or other statement shall not be denied legal effect, validity or enforceability solely on the grounds that it is in the form of a data message.

(2) The provisions of this article do not apply to the following: [...].

Uniform Electronic Transaction Act 1999 (US)

Section 7. LEGAL RECOGNITION OF ELECTRONIC RECORDS, ELECTRONIC SIGNATURES, AND ELECTRONIC CONTRACTS

(a) A record or signature may not be denied legal effect or enforceability solely because it is in electronic form.

Electronic Transaction Act 1998 (Singapore)

12. Effectiveness between parties

As between the originator and the addressee of an electronic record, a declaration of intent or other statement shall not be denied legal effect, validity or enforceability solely on the ground that it is in the form of an electronic record.

(j) Attribution

UNCITRAL Model Law on Electronic Commerce

Article 13. Attribution of data messages

(1) A data message is that of the originator if it was sent by the originator itself.

(2) As between the originator and the addressee, a data message is deemed to be that of the originator if it was sent:

(a) By a person who had the authority to act on behalf of the originator in respect of that data message; or

(b) By an information system programmed by or on behalf of the originator to operate automatically.

(3) As between the originator and the addressee, an addressee is entitled to regard a data message as being that of the originator, and to act on that assumption, if:

(a) In order to ascertain whether the data message was that of the originator, the addressee properly applied a procedure previously agreed to by the originator for that purpose; or

(b) The data message as received by the addressee resulted from the actions of a person whose relationship with the originator or with any agent of the originator enabled that person to gain access to a method used by the originator to identify data messages as its own.

(4) Paragraph 3 does not apply:

(a) As of the time when the addressee has both received notice from the originator that the data message is not that of the originator and has had reasonable time to act accordingly; or

(b) In a case within paragraph 3 (b), at any time when the addressee knew or should have known, had it exercised reasonable care or used any agreed procedure, that the data message was not that of the originator.

(5) Where a data message is that of the originator or is deemed to be that of the originator, or the addressee is entitled to act on that assumption, then, as between the originator and the addressee, the addressee is entitled to regard the data message as received as being what the originator intended to send, and to act on that assumption. The addressee is not so entitled when it knew or should have known, had it exercised reasonable care or used any agreed procedure, that the transmission resulted in any error in the data message as received.

(6) The addressee is entitled to regard each data message received as a separate data message and to act on that assumption, except to the extent that it duplicates another data message and the addressee knew or should have known, had it exercised reasonable care or used any agreed procedure, that the data message was a duplicate.

Uniform Electronic Transaction Act 1999 (US)

Section 9. ATTRIBUTION AND EFFECT OF ELECTRONIC RECORD AND ELECTRONIC SIGNATURE

(a) An electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the

efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.

(b) The effect of an electronic record or electronic signature attributed to a person under subsection (a) is determined from the context and surrounding circumstances at the time of its creation, execution, or adoption, including the parties' agreement, if any, and otherwise as provided by law.

Electronic Transaction Act 1998 (Singapore)

13. Attribution

(1) An electronic record is that of the originator if it was sent by the originator himself.

(2) As between the originator and the addressee, an electronic record is deemed to be that of the originator if it was sent —

(a) by a person who had the authority to act on behalf of the originator in respect of that electronic record; or

(b) by an information system programmed by or on behalf of the originator to operate automatically.

(3) As between the originator and the addressee, an addressee is entitled to regard an electronic record as being that of the originator and to act on that assumption if —

(a) in order to ascertain whether the electronic record was that of the originator, the addressee properly applied a procedure previously agreed to by the originator for that purpose; or

(b) the data message as received by the addressee resulted from the actions of a person whose relationship with the originator or with any agent of the originator enabled that person to gain access to a method used by the originator to identify electronic records as its own.

(4) Subsection (3) shall not apply —

(a) from the time when the addressee has both received notice from the originator that the electronic record is not that of the originator, and had reasonable time to act accordingly;

(b) in a case within subsection (3) (b) , at any time when the addressee knew or ought to have known, had it exercised reasonable care or used any agreed procedure, that the electronic record was not that of the originator; or

(c) if, in all the circumstances of the case, it is unconscionable for the addressee to regard the electronic record as being that of the originator or to act on that assumption.

(5) Where an electronic record is that of the originator or is deemed to be that of the originator, or the addressee is entitled to act on that assumption, then, as between the originator and the addressee, the addressee is entitled to regard the electronic record received as being what the originator intended to send, and to act on that assumption.

(6) The addressee is not so entitled when the addressee knew or should have known, had the addressee exercised reasonable care or used any agreed procedure, that the transmission resulted in any error in the electronic record as received.

(7) The addressee is entitled to regard each electronic record received as a separate electronic record and to act on that assumption, except to the extent that the addressee duplicates another electronic record and the addressee knew or should have known, had the addressee exercised reasonable care or used any agreed procedure, that the electronic record was a duplicate.

(8) Nothing in this section shall affect the law of agency or the law on the formation of contracts.

(k) Receipt

UNCITRAL Model Law on Electronic Commerce

Article 14. Acknowledgement of receipt

(1) Paragraphs 2 to 4 of this article apply where, on or before sending a data message, or by means of that data message, the originator has requested or has agreed with the addressee that receipt of the data message be acknowledged.

(2) Where the originator has not agreed with the addressee that the acknowledgement be given in a particular form or by a particular method, an acknowledgement may be given by:

(a) Any communication by the addressee, automated or otherwise; or

(b) Any conduct of the addressee, sufficient to indicate to the originator that the data message has been received.

(3) Where the originator has stated that the data message is conditional on receipt of the acknowledgement, the data message is treated as though it has never been sent, until the acknowledgement is received.

(4) Where the originator has not stated that the data message is conditional on receipt of the acknowledgement, and the acknowledgement has not been received by the originator within the time specified or agreed or, if no time has been specified or agreed, within a reasonable time the originator:

(a) May give notice to the addressee stating that no acknowledgement has been received and specifying a reasonable time by which the acknowledgement must be received; and

(b) If the acknowledgement is not received within the time specified in subparagraph (a), may, upon notice to the addressee, treat the data message as though it had never been sent, or exercise any other rights it may have.

(5) Where the originator receives the addressee's acknowledgement of receipt, it is presumed that the related data message was received by the addressee. That presumption does not imply that the data message corresponds to the message received.

(6) Where the received acknowledgement states that the related data message met technical requirements, either agreed upon or set forth in applicable standards, it is presumed that those requirements have been met.

(7) Except insofar as it relates to the sending or receipt of the data message, this article is not intended to deal with the legal consequences that may flow either from that data message or from the acknowledgement of its receipt.

14. Acknowledgment of receipt

(1) Subsections (2), (3) and (4) shall apply where, on or before sending an electronic record, or by means of that electronic record, the originator has requested or has agreed with the addressee that receipt of the electronic record be acknowledged.

(2) Where the originator has not agreed with the addressee that the acknowledgment be given in a particular form or by a particular method, an acknowledgment may be given by

(a) any communication by the addressee, automated or otherwise; or

(b) any conduct of the addressee, sufficient to indicate to the originator that the electronic record has been received.

(3) Where the originator has stated that the electronic record is conditional on receipt of the acknowledgment, the electronic record is treated as though it had never been sent, until the acknowledgment is received.

(4) Where the originator has not stated that the electronic record is conditional on receipt of the acknowledgment, and the acknowledgment has not been received by the originator within the time specified or agreed or, if no time has been specified or agreed within a reasonable time, the originator

(a) may give notice to the addressee stating that no acknowledgment has been received and specifying a reasonable time by which the acknowledgment must be received; and

(b) if the acknowledgment is not received within the time specified in paragraph (a), may, upon notice to the addressee, treat the electronic record as though it has never been sent or exercise any other rights it may have.

(5) Where the originator receives the addressee's acknowledgment of receipt, it is presumed, unless evidence to the contrary is adduced, that the related electronic record was received by the addressee, but that presumption does not imply that the content of the electronic record corresponds to the content of the record received.

(6) Where the received acknowledgment states that the related electronic record met technical requirements, either agreed upon or set forth in applicable standards, it is

presumed, unless evidence to the contrary is adduced, that those requirements have been met.

- (7) Except in so far as it relates to the sending or receipt of the electronic record, this Part is not intended to deal with the legal consequences that may flow either from that electronic record or from the acknowledgment of its receipt.

(I) Time and place

UNCITRAL Model Law on Electronic Commerce

Article 15. Time and place of dispatch and receipt of data message

- (1) Unless otherwise agreed between the originator and the addressee, the dispatch of a data message occurs when it enters an information system outside the control of the originator or of the person who sent the data message on behalf of the originator.
- (2) Unless otherwise agreed between the originator and the addressee, the time of receipt of a data message is determined as follows:
- (a) If the addressee has designated an information system for the purpose of receiving data messages, receipt occurs:
- (i) At the time when the data message enters the designated information system; or
- (ii) If the data message is sent to an information system of the addressee that is not the designated information system, at the time when the data message is retrieved by the addressee;
- (b) If the addressee has not designated an information system, receipt occurs when the data message enters an information system of the addressee.
- (3) Paragraph 2 applies notwithstanding the fact that the place where the information system is located may be different from the place where the data message is deemed to be received under paragraph 4.

- (4) Unless otherwise agreed between the originator and the addressee, a data message is deemed to be dispatched at the place where the originator has its place of business, and is deemed to be received at the place where the addressee has its place of business. For the purposes of this paragraph:
- (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 or, where there is no underlying transaction, the principal place of business;
 - (b) If the originator or the addressee does not have a place of business, reference is to be made to its habitual residence.
- (5) The provisions of this article do not apply to the following: [...].

Uniform Electronic Transaction Act 1999 (US)

Section 15. TIME AND PLACE OF SENDING AND RECEIPT

- (a) Unless otherwise agreed between the sender and the recipient, an electronic record is sent when it:
- (1) is addressed properly or otherwise directed properly to an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record;
 - (2) is in a form capable of being processed by that system; and
 - (3) enters an information processing system outside the control of the sender or of a person that sent the electronic record on behalf of the sender or enters a region of the information processing system designated or used by the recipient which is under the control of the recipient.
- (b) Unless otherwise agreed between a sender and the recipient, an electronic record is received when:
- (1) it enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and

- (2) it is in a form capable of being processed by that system.
- (c) Subsection (b) applies even if the place the information processing system is located is different from the place the electronic record is deemed to be received under subsection (d)
- (d) Unless otherwise expressly provided in the electronic record or agreed between the sender and the recipient, an electronic record is deemed to be sent from the sender's place of business and to be received at the recipient's place of business. For purposes of this subsection, the following rules apply:
- (1) If the sender or recipient has more than one place of business, the place of business of that person is the place having the closest relationship to the underlying transaction.
- (2) If the sender or the recipient does not have a place of business, the place of business is the sender's or recipient's residence, as the case may be.
- (e) An electronic record is received under subsection (b) even if no individual is aware of its receipt.
- (f) Receipt of an electronic acknowledgment from an information processing system described in subsection (b) establishes that a record was received but, by itself, does not establish that the content sent corresponds to the content received.
- (g) If a person is aware that an electronic record purportedly sent under subsection (a), or purportedly received under subsection (b), was not actually sent or received, the legal effect of the sending or receipt is determined by other applicable law. Except to the extent permitted by the other law, the requirements of this subsection may not be varied by agreement.

Electronic Transaction Act 1998 (Singapore)

15. Time and place of despatch and receipt

- (1) Unless otherwise agreed to between the originator and the addressee, the despatch of an electronic record occurs when it enters an information system outside the control of the originator or the person who sent the electronic record on behalf of the originator.

- (2) Unless otherwise agreed to between the originator and the addressee, the time of receipt of an electronic record is determined as follows:
- (a) if the addressee has designated an information system for the purpose of receiving electronic records, receipt occurs —
 - (i) at the time when the electronic record enters the designated information system; or
 - (ii) if the electronic record is sent to an information system of the addressee that is not the designated information system, at the time when the electronic record is retrieved by the addressee; or
 - (b) if the addressee has not designated an information system, receipt occurs when the electronic record enters an information system of the addressee.
- (3) Subsection (2) shall apply notwithstanding that the place where the information system is located may be different from the place where the electronic record is deemed to be received under subsection (4).
- (4) Unless otherwise agreed to between the originator and the addressee, an electronic record is deemed to be dispatched at the place where the originator has its place of business, and is deemed to be received at the place where the addressee has its place of business.
- (5) For the purposes of this section —
- (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 or, where there is no underlying transaction, the principal place of business;
 - (b) if the originator or the addressee does not have a place of business, reference is to be made to the usual place of residence; and
 - (c) “usual place of residence”, in relation to a body corporate, means the place where it is incorporated or otherwise legally constituted.
- (6) This section shall not apply to such circumstances as the Minister may by regulations prescribe.