



# **Public Consultation on the Mauritian eCommerce Framework**

**Online Shopping Trust Seal for local  
eCommerce Websites**

**Information and Communication  
Technologies Authority**

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## **Executive Summary**

The Electronic Transaction Act 2000, as amended (the Act) is primarily intended to facilitate the uptake of electronic commerce by establishing the legal validity of electronic records, transactions, contracts and digital signatures and by putting in place a legal framework for determining the time and place, when and where, an electronic communication is dispatched and received.

As at date, the ICT Authority has enforced the digital signature component (Parts V, VI, VII, VIII, IX, X) of the Act. It now proposes to address the trust issue from the consumer standpoint and increase confidence in online purchasing. For this purpose, the ICT Authority will launch a voluntary Online Shopping Trust Seal Scheme. This Online Shopping Trust Seal Scheme is meant to reassure consumers that they will receive reliable and trustworthy services from e-Commerce traders who are compliant with the online Trust-Seal Scheme. The Trust Seal will be awarded to eCommerce websites which are fully compliant with existing local legal obligations and which adhere to a Code of Conduct put in place by the Authority.

Existing legal obligations, which pertain to online business activities are, amongst others, in terms of Internet Intellectual Property Rights protection, consumer protection legislation, and personal data protection. The Code of Conduct will take into account these existing legal obligations and will also include other requirements. These requirements will be specifically designed to ensure that compliant sites provide consumers with all the information they need to make a purchase and feel confident that they will get what they pay for and that their rights are fully respected.

With the coming into operation of the Online Shopping Trust Seal Scheme, the Authority intends to establish an effective self-regulatory regime. In so doing, the Authority has sought to avoid the introduction of unnecessary regulatory burdens and will only include measures strictly necessary to encourage the take up of

local eCommerce websites whilst ensuring that the rights of consumers are adequately protected.

A public consultation exercise, which will detail out the proposed self-regulatory approach with respect to eCommerce services will be launched. During the course of this exercise, it is also expected to get a snapshot of the different stakeholders involved in issues such as technology, payments, infrastructure (telecommunications) and standards as well as feedback on the proposed Code of Conduct from both consumers and traders.

The outcome of the public consultation exercise will result in the coming into operation of the Online Shopping Trust Seal Scheme. It will also result in the elaboration of eCommerce Guides for Consumers and Businesses so that both consumers and online traders have a proper understanding of the proposed eCommerce framework in Mauritius. A dedicated website will also be set up by the Authority whereby the public can view the list of local eCommerce websites which have been awarded the Trust Seal and online traders can submit their online applications. The launch of this online Shopping Trust Seal Scheme will also be accompanied by an extensive media campaign spanning over a number of months to ensure high visibility of the Trust Seal amongst Mauritian consumers.

## 1. What is the Trust Seal?

The Electronic Transaction Act and its corresponding regulations were brought into force in the years 2000 and 2010 respectively, with the global aim of facilitating eCommerce take-up. These laws establish the local legal framework for eCommerce and digital signatures, which is modelled on the UNCITRAL (United Nations Commission on International Trade Law) model law for electronic transactions.

The ICT Authority (ICTA) is the enforcement agency for the Act. As at date, its remit has been with respect to the establishment of a framework within which services related to electronic signatures are provided in Mauritius. In fact, this framework includes measures put in place in order to supervise the activity of Certification Authorities licensed/approved/recognised by the Controller of Certification Authorities (ICTA). These measures constitute an essential aspect for a secure and reliable eCommerce environment, but are of a technical nature.

The Act also includes a number of provisions aimed at protecting consumers who enter into electronic contracts (Part IV of the Act). With respect to this particular section of the Act, it is hereby proposed to extend the remit of the ICTA in order to focus on safeguarding the interests of the Mauritian consumers who shop online.

In this context, the Authority is proposing to come up with an Online Shopping Trust-Seal Scheme in order to encourage the take up of local eCommerce websites. This voluntary scheme will embody a harmonised set of online shopping principles that aim to support local eCommerce and increase online sales. It will reassure consumers that they will receive reliable and trustworthy services from traders who are compliant with the Online Trust-Seal Scheme. The granting of the Trust-Seal will be subject to compliance with a Code of Conduct to be issued by the Authority. This Code of Conduct will specify the minimum quality standards that online shops agree to conform to.

The Online Shopping Trust Seal will provide assurance that the

- e Commerce service provider
  - is reliable and trustworthy;
  - its conditions of sale are clear and available on its website;
  - respects all applicable laws of Mauritius;
  - will advise the customer if 'cookies' are required for the processing of data.
- A dispute resolution procedure is in place if anything does go wrong during the transaction;
- The information provided by the customer to the trader will not be used for spamming.

It will be the responsibility of the ICT Authority to grant the trust-seal after having carried out the necessary checks to confirm adherence to this Code of Conduct. A mechanism will also be put in place to ensure that the Online Shopping Trust Seal on verified websites is authentic. When consumers will click on the logo on the ecommerce website, it will confirm that the ecommerce service provider is verified and displays the certificate of the online shop.

## **2. *Why this Trust Seal?***

It will provide traders with:

- ✓ A means to reassure their clients that the commercial information on their website is correct;
- ✓ Increased exposure, through a shopping portal dedicated to trustworthy shops;
- ✓ Access to new markets and new business opportunities;
- ✓ An immediate level of trust for potential buyers who are visiting their website for the first time;
- ✓ Improved company visibility on the web enabling traders to extend their commercial relationships in the electronic world.

### 3. **Eligibility Criteria for eCommerce traders**

To be eligible to apply for the trust-seal, a trader must meet the following criteria:

- I. The transaction is concluded online between a trader and a consumer (B2C);
- II. The transaction is not concluded exclusively by the transmission of emails;
- III. The online shop is established in Mauritius; and
- IV. The online shop is not a gaming and/or gambling shop.

If a trader is eligible for the award of the trust mark, he will be required to warrant, that:

- The conditions listed and described in the Code of Conduct have been fulfilled and shall be maintained for the duration of the contract;
- No material changes to the contents of the website which affect the conditions listed hereunder will be performed unless after obtaining the written approval/confirmation from the ICT Authority;
- He will implement any measure necessitated by a change in the law affecting your function without any delay; and
- He will remove the logo promptly at the end of the contract period or when the logo is withdrawn, whichever of the two situations occurs first.

### 4. **The Application Process for eCommerce traders**

*Become an Online Shopping Trust verified site in 5 simple steps:-*



#### 4.1 ***The Request***

The trader will be required to fill in and submit the online request form found on the Online Shopping Trust Portal. The request will be determined within a maximum of 90 days. On this Portal, the trader will also find the Code of Conduct, which lists the certification criteria used by the ICT Authority, and an Instructions Manual to help him/her ensure that his/her website meets the standards required and fulfill the certification criteria. It is suggested that the Online Shopping Trust Handbook be read carefully, ensuring that the trader is in compliance with the Code of Conduct prior to applying for the trust-seal.

#### 4.2 ***The Assessment***

##### *Phase 1: Confirmation of Identity*

The ICT Authority verifies that the ecommerce company is authorised to carry out its activities in terms of the law. Checks include that the company is a registered company in Mauritius, and that the company has not filed for bankruptcy. If the company fails this initial check, the trader is given an explanation why, and is encouraged to try again.

##### *Phase 2: Assessment*

At this point, the assessment procedure is triggered. The ICT Authority will verify the eligibility to the Trust Seal based on the conformity of the eCommerce with the Code of Conduct. If the assessment identifies areas where the trader has failed to meet the Online Shopping Trust criteria, then he will be informed. The trader will be given the opportunity to rectify the relevant processes and to re-apply.



#### **4.3 *Contract and Payment***

Once compliance with the Code of Conduct has been confirmed, the eCommerce trader will receive the contract between his company and the ICT Authority. This contract details the general conditions and the Code of Conduct that the trader needs to comply with. All the business owner needs to do at this stage is to return the contract duly signed to the Authority, together with the annual payment of Rs 12,000. Cheques should be made payable to the Information and Communication Technologies Authority.

#### **4.4 *The Award of the Seal***

On receipt of the signed contract and payment, the ICT Authority will award the Online Shopping Trust Seal to the eCommerce trader. For this purpose and in line with Section 11 of the ICT Act 2001, as amended, the Authority will set up an ad hoc Online Shopping Trust Seal Committee for the award exercise. The same Committee will also be responsible for the handling of complaints and the withdrawal of the Trust Seal in case of breach of the Code of Conduct. The trader will then be able to display the seal on his/her eCommerce website and other publicity material. The online shop details will be incorporated into the Online Shopping Trust Portal, raising the trader's business profile as a reliable and trustworthy site.

#### **4.5 *The Monitoring Process***

On the lapse of every 12 months' period, the trader will be given one-month notice to assess and confirm to the ICT Authority that his/her website is still in conformity with the Code of Conduct. The ICT Authority will reassess the website and if it is still in conformity with the Online Shopping Trust Code of Conduct, the Authority will issue a letter confirming his/her subscription to the trust-seal. On the other hand, should the trader not meet all criteria he/she will be informed and

given the opportunity to make the necessary adjustments. If the website still fails the assessment, then the logo will be withdrawn. Failure to respond positively to the communication from the ICTA will result in the withdrawal of the Trust Seal. The monitoring process may also trigger reviews of an online shop at other times. When a consumer complains to the ICTA that an online trader has violated the Code of Conduct, an investigation takes place. Such cases may require additional reviews, to ensure that the trader has acted on any issues that came up as a result of the complaint. The ICTA may also carry out ad hoc spot checks to ensure ongoing compliance with the Code of Conduct.

## **5. Proposed Code of Conduct**

*Clause 1: Online Restrictions and Prohibited Items*

*Clause 2: Advertising and Promotion*

*Clause 3: Information About the Trader*

*Clause 4: Product Description, Guarantees and After-Sales Service*

*Clause 5: Pre-contractual Information*

*Clause 6: Provision of Service*

*Clause 7: Pricing*

*Clause 8: Data Protection & Security*

*Clause 9: Handling of Complaints and Out-of-Court Settlement and Litigation*

### **Clause 1- Online Restrictions and Prohibited Items**

1.1 The Trader warrants and undertakes not to sell or make available in Mauritius, any item prohibited by law. These include but are not limited to:

- (a) pornographic or obscene articles/material;
- (b) threatening, seditious, racist, offensive or libelous articles.

1.2 The Trader warrants and confirms that he or she has obtained and possesses all the necessary permits and licences required to sell the goods or services being offered by the relevant authorities.

1.3 The Trader assures that no online contracts with minors will be concluded.

### **Clause 2- Advertising and Promotion**

2.1 The Trader warrants that all advertising material is in conformity with all the relevant provisions of existing laws.

2.2 The Trader shall not participate in any advertising, which is considered misleading or improper.

2.3 Comparative advertising shall only be performed if the following conditions are met;

(a) it compares goods or services meeting the same needs or intended for the same purpose;

(b) it objectively compares one or more material, relevant, verifiable and representative features of those goods and services, which features may include price;

(c) it does not create confusion in the market place between the advertiser and a competitor or between the advertiser's trademarks, trade names, other distinguishing marks, goods or services and those of a competitor;

- (d) it does not discredit or denigrate the trademarks, trade names, other distinguishing marks, goods, services, activities or circumstances of a competitor;
- (e) for products with designation of origin, it relates in each case to products with the same designation;
- (f) it does not take unfair advantage of the reputation of a trade mark, trade name or other distinguishing marks of a competitor or of the designation of origin of competing products; and
- (g) it does not present goods or services as imitations or replicas of goods or services bearing a protected mark or trade name.

2.4 The Trader shall not send any unsolicited communications by electronic means (such as email) unless the customer has given his/her prior consent. However, this does not apply if the following conditions are satisfied;

- (a) the customer's email address was collected in the course of a sale of a product or service or negotiations for a sale of a product or service; and
- (b) the Trader uses such email only to send direct marketing of its own similar products and services;
- (c) the customer is given the opportunity to opt-out freely and in an easy manner to the use of his/her contact details when these are collected, and on the occasion of each message where the customer has not initially refused such use; and

- (d) the customer is informed of his right to oppose, at no cost, processing of information for the purposes of direct marketing.
- 2.5 The Trader shall ensure that any unsolicited communications by other means than those in clause 2.4 are not sent if the customer requests, without incurring any costs that such communications cease.
- 2.6 The Trader shall ensure that when sending electronic mail for the purposes of direct marketing, the Trader shall not disguise, or conceal the identity of the sender on whose behalf the communication is being sent.

**Clause 3- Information about the Trader**

- 3.1 The Trader will make available to the consumer, in a form and manner which is easily, directly and permanently accessible:
- (a) the name of the Trader;
  - (b) the geographic address where the Trader is established;
  - (c) the details of the Trader, including his electronic mail address, which allows him to be contacted rapidly and communicated with, in a direct and effective manner;
  - (d) where the Trader is registered in a trade, the business registration number;
  - (e) the particulars of the relevant supervisory public authority that regulates or oversees the activity being undertaken that is subject to an authorization regime;

- (f) where the trader undertakes an activity that is subject to value added tax, the VAT Registration Number.

3.2 The Trader shall make available to the customer the terms and conditions applicable to the contract. These shall be made available to the customer in a way that allows him to store and reproduce them

#### **Clause 4- Product description, Guarantees and After-Sales Service**

##### *4.1 Product Description*

The Trader shall ensure that adequate description of the products and or services, including a description of the main characteristics (dimensions, weight, quantity, size, colour, images etc) of the product and/or service) offered for sale is available on the website.

##### *4.2 Guarantees*

When present, the Trader undertakes to comply with the commercial guarantee requirements, established at law. Moreover, the Trader shall provide the customer with information about the commercial guarantee, in writing or in another durable medium accessible and available to the customer.

##### *4.3 After-Sales Service*

The Trader warrants to honour returns and refunds policies promptly within the specified time frame and conditions.

### **Clause 5- Pre-Contractual Information**

The Trader shall prior to the placement of the order provide the customer with the following information in clear, comprehensive and unambiguous terms:

- (a) the different steps to follow to conclude the contract;
- (b) the technical means for identifying and correcting input errors prior to placing the order;
- (c) the language or languages in which the contract may be concluded;
- (d) a statement of whether the concluded contract will be filed by the Trader and whether it will be accessible;
- (e) delivery costs, where these are to be incurred;
- (f) Written information on the conditions and procedures for exercising the right of cancellation, including the last date for cancellation;
- (g) Written information on the conditions and procedures for exercising the right of withdrawal when the service provided is a financial service, in particular:
  - (i) the length of the withdrawal period;
  - (ii) the date from which the withdrawal period is to start running;
  - (iii) the situations, if any, in which the said right is not available, and
  - (iv) details of any payment that may still have to be made in the event that the consumer exercises the right of withdrawal.

- (h) Written information as to the availability of any right of redress when the service provided is a financial service, in particular:
  - (i) the details related to the procedure for lodging a complaint with the Trader and the relevant contact details of the office responsible for complaints;
  - (ii) in cases where the consumer complaints manager offers an out-of-court complaint mechanism for the consumer, the contact details of the relevant office and the methods for gaining access thereto;
  - (iii) the existence of any other out-of-court redress mechanism available to the consumer and how to gain access thereto; and
  - (iv) any compensation schemes or other compensation arrangements or guarantee funds that may be applicable.
- (k) Information on after-sales services and commercial guarantees;
- (l) All prices must be indicated in accordance with Clause 7 below;
- (m) A description of the main characteristics of the goods or services;
- (n) The arrangements for payment, delivery or performance;
- (o) The period for which the offer or the price remains valid;



- (p) where appropriate, in the case of contracts for the supply of products or services to be performed permanently or recurrently, the minimum duration of the contract.

#### **Clause 6 - Provision of Service**

- 6.1 The Trader shall immediately and without any undue delay acknowledge the receipt of the customer's order by electronic means;
- 6.2 The Trader shall execute the order promptly and unless otherwise agreed, by not later than thirty days from the date of the order. Furthermore, if the trader fails to perform his obligations as stipulated in the contract because the goods or services ordered are unavailable, the trader shall inform the consumer of this situation and refund the consumer of any sums paid as soon as possible and in any case not later than thirty days.
- 6.3 The customer shall have the option to cancel the sale without incurring any penalty and without giving any reasons whatsoever, within fifteen days from the receipt of the goods.
- 6.4 The Trader shall after the customer has availed himself of the cancellation right, reimburse any sums paid by the customer. Notwithstanding anything, the Trader is not obliged to absorb the direct cost in returning the goods.
- 6.5 The above mentioned cancellation right shall not be applicable in the following situations:
  - (a) for the provision of services, if performance has begun, with the consent of the consumer before the end of the fifteen day period;

- (b) for the supply of goods or services the price of which depends on fluctuations in the financial market which cannot be controlled by the Trader;
- (c) for the supply of goods that are made-to-measure to the specifications of the consumer and/or that are clearly personalised which, by reason of their nature, cannot be returned or are liable to deteriorate or expire rapidly
- (d) for the supply of audio or video recording or computer software which are unsealed by the consumer;
- (e) for the supply of newspapers, periodicals and magazines;
- (f) for the provision of services with respect to accommodation, transport, catering or leisure where the trader undertakes, when the contract is concluded, to provide such services on a specific date or within a specific period;
- (g) for the supply of foodstuffs, beverages, or other goods intended for current consumption supplied to the home of the customer, to his residence or to his workplace by regular rounds men.

### ***Clause 7 - Pricing***

- 7.1 All the products displayed and/or offered on the Trader's website shall include a pricing in Rupees (Rs)
- 7.2 All prices shall be indicated clearly and unambiguously and shall include, in particular

- (a) whether they are inclusive of any tax;
  - (b) whether they are inclusive of delivery costs.
- 7.3 The customer shall cancel any payment and be re-credited with all sums debited as a result of the fraudulent use of his credit card in connection with any online transaction
- 7.4 The Trader shall undertake to indicate the period for which the offer or the price remains valid.

#### ***Clause 8 - Data Protection & Security***

- 8.1 The Trader warrants and undertakes to comply with all the requirements of the relevant data protection legislation in particular the Data Protection Act 2004 and any associated Regulations.
- 8.2 The Trader warrants that it has implemented the appropriate technical and organisational measure to protect the personal data that is processed against accidental destruction or loss or unlawful forms or processing thereby providing an adequate level of security.
- 8.3 The Trader warrants that personal data collected will be processed fairly and lawfully, in accordance with the relevant data protection laws, with good practice, collected for specific, explicitly stated and legitimate purposes, not processed for any purpose that is incompatible with that for which the information is collected and be adequate and relevant in relation to the purposes of the processing.
- 8.4 The Trader warrants that no more personal data than is necessary shall be processed having regard to the purposes of the processing, that the

personal data processed is correct and, if necessary, up to date, that all reasonable measures are taken to complete, correct, block or erase data to the extent that such data is incomplete or incorrect, having regard to the purposes for which they are processed and that personal data is not kept for a period longer than is necessary, having regard to the purposes for which they are processed.

- 8.5 The customer shall be informed on the purposes of the processing and the Trader shall seek the consent of the customer before any processing is done.
- 8.6 The requirement in clause 8.5 shall not be applicable if processing is necessary for the performance of a contract to which the customer is party or in order to take steps at the request of the customer prior to entering into a contract.
- 8.7 The customer shall have the right to request and be given, without excessive delay and without expense, written information as to whether personal data concerning such customer is processed.
- 8.8 The customer shall have the right to request that any personal data processed by the Trader, be amended and the Trader shall abide by this request forthwith in line with the relevant provisions of the Data Protection Act 2004.
- 8.9 Where the personal data is processed by the Trader pursuant to an authorisation by the customer, the latter shall have the right to request the cancellation of said information and the Trader shall abide by this request forthwith.

- 8.10 No sensitive personal data may be processed by the Trader unless the requirements and conditions of the Data Protection Act are observed.
- 8.11 A privacy policy shall be posted on the website. This policy is a statement published on the Trader's website whereby it explains to those persons who access its website how it protects the privacy of the information it acquires on them. It further explains how the site collects, uses and shares the information it gathers on such users. The privacy policy shall be linked in such a way as to be accessible and viewable at any particular instance.
- 8.12 The Trader certifies the amount of data he or she collects will be proportionate and reasonable and that customers can easily distinguish between mandatory and optional data.
- 8.13 The Trader warrants that the data that he or she collects will be kept up-to-date and kept for no longer than required for the purposes of the company's commercial activities and according to administrative obligations and relevant legislation.
- 8.14 The Trader declares that the customer will be notified of any cookies that may be installed on the customer's computer and how the customer can delete or control them.
- 8.15 The Trader warrants that the customer will be informed about all the relevant legal data protection aspects.
- 8.16 The Trader undertakes to inform the customer about his or her right to information, amendments, blocking and cancellation of the data the Trader holds about the customer.

- 8.17 The Trader undertakes to implement adequate IT security measures to prevent unauthorised disclosure of consumer information.
- 8.18 The Trader undertakes to inform the customer of the level of security adopted.
- 8.19 The Trader declares that he or she applies Secure Sockets Layer (SSL) on the shopping cart to encrypt communications between the browser and the server, thus protecting sensitive data being transferred from the customer to the Trader.

***Clause 9 - Handling of Complaints and out-of –court settlement of litigation***

- 9.1 The Trader shall give the customer precise information about the handling of complaints and extrajudicial mediation, in the language that the customer has chosen for the consultation of the website and for the order, where this is available.
- 9.2 The Trader shall deal with complaints lodged by customers within a period of 30 days from receipt thereof. In the event that this is not possible, the Trader shall send an acknowledgement to the customer, indicating the period it will take to resolve the complaint.
- 9.3 The Trader shall inform the customer of alternative forms of redress should the Trader be unable to resolve the issue satisfactorily.
- 9.4 The Trader shall direct the customer, without prejudice to the latter's rights arising from any law, to resort to the following procedure, should a complaint arise:

- (a) the customer lodges a complaint with the ICTA using the online form found on the Online Shopping Trust Seal Portal.
- (b) The customer receives an acknowledgment of receipt. A copy goes to the Trader.
- (c) The ICTA, through the Online Shopping Trust Seal Committee, checks whether the subject matter of the complaint establishes a breach of duty for the purpose of the contract.
  - (i) if, in the opinion of the ICTA, there is no such breach of duty, then the customer receives a communication to this effect and is asked to get in touch with the Trader.
  - (ii) if, in the opinion of the ICTA, there is a breach of duty, the Trader is requested to provide a remedy within a week or to submit a statement explaining its position
  - (iii) if the Trader does not acknowledge the breach of duty and/or is not prepared to provide a remedy, the ICTA reserves the right to withdraw the Online Shopping Trust Seal from the Trader.

## **6. Consultation procedure**

In this consultation paper the ICT Authority would like to invite views and comments from the public on the issues raised herein. In order to facilitate this consultation process, questions have been asked for the public's careful consideration. Notwithstanding this, members of the public are not confined to these questions and are encouraged to raise any issues pertinent to them.

Members of the public are welcome to submit their comments on this consultation paper to [ecommerce@imail.icta.mu](mailto:ecommerce@imail.icta.mu) at latest by 26 March 2014 at 16:00 hrs. The comments will be most useful if they are substantiated with rationale, examples and alternative proposals. Kindly also include full contact particulars such as full name, designation and organisation name (if relevant), postal address, e-mail address and contact numbers. The comments will then be compiled as well as the way forward on this issue will be posted on the ICT Authority's website, [www.icta.mu](http://www.icta.mu).

You are also kindly invited to submit your views and comments via the Mauritian eCommerce blog accessible at <http://forum.icta.mu>. Please note that you will be required to register for an account before accessing the forum.

## **7. Summary of questions released for public consultation**

- 1) Do you think that the 4 eligibility criteria mentioned in section 3 are adequate? If not, kindly make alternative proposals with justifications.
- 2) In terms of the application process, do you think that the 3 months' period for determination of request is reasonable?
- 3) For the Code of Conduct, what are your views and suggestions for each clause, namely for:
  - a. Clause 1: Online Restrictions and Prohibited Items
  - b. Clause 2: Advertising and Promotion



- c. Clause 3: Information About the Trader
  - d. Clause 4: Product Description, Guarantees and After-Sales Service
  - e. Clause 5: Pre-contractual Information
  - f. Clause 6: Provision of Service
  - g. Clause 7: Pricing
  - h. Clause 8: Data Protection & Security
  - i. Clause 9: Handling of Complaints and Out-of-Court Settlement and Litigation
- 4) If you think that any other clause in the above Code of Conduct has been missed out, please make suggestions for same with justifications.
- 5) Any other issue/ comments pertaining to the Mauritian eCommerce framework that you may wish to flag out.

## **8. Disclaimer**

The purpose of this document is to provide information and not to replace legal advice. Complying with what is stated in this document does not exempt a trader from compliance with its obligations at law. Every effort has been made to avoid inconsistencies with existing laws. However, if there is a variation, the law has precedence over the document.

Traders should not rely on the document as a definitive statement of legal requirements since not all legal provisions relevant to electronic commerce may be reflected in the document.

