

## 附錄二

# UNCITRAL MODEL LAW ON ELECTRONIC COMMERCE

WITH

## GUIDE TO ENACTMENT 1996

with additional article 5 bis as adopted in 1998

1996 年 UNCITRAL 電子商務示範法與立法指引

暨 1998 年通過之第 5 之 1 條

Part one. Electronic commerce in general

第二篇 一般電子商務

Chapter I. General provisions

第一章 總則

### 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 commercial activities.

#### 第一條 適用範圍

本法適用在商業活動中使用資料訊息型態之所有種類之資訊。

### Article 2. Definitions

For the purposes of this Law:

(a) "Data message" means information generated, sent, received or stored by electronic, optical or similar means including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy;

(b) "Electronic data interchange (EDI)" means the electronic transfer from computer to computer of information using an agreed standard to structure the information;

(c) "Originator" of a data message means a person by whom, or on whose behalf, the data message purports to have been sent or generated prior to storage, if any, but it does not include a person acting as an intermediary with respect to that data message;

(d) "Addressee" of a data message means a person who is intended by the originator to receive the data message, but does not include a person acting as an intermediary with respect to that data message;

(e) "Intermediary", with respect to a particular data message, means a person who, on behalf of another person, sends, receives or stores that data message or provides other services with respect to that data message;

(f) "Information system" means a system for generating, sending, receiving, storing or otherwise processing data messages.

## 第二條 定義

本法用詞定義如下：

- (a) 資料訊息，係指經由電子、光學或其他類似方法，例如電子資料交換、電子郵件、電報、電傳、電子複製等所產生、傳送、收受或儲存之資訊。
- (b) 電子資料交換，係指在電腦與電腦間依當事人同意之資訊形式標準，使用電子方式傳送資訊。
- (c) 資料訊息之發送人，係指由本身或其代理人曾送出資料訊息或在儲存前產生資料訊息之人，但不包括擔任資料訊息媒介之人。
- (d) 資料訊息之收件人，係指發送人意欲令其收受資料訊息之人，但不包括擔任資料訊息媒介之人。
- (e) 媒介之人，就一項特定之資料訊息，代理某人送出、收受、儲存前述資料訊息，或提供其他與該資料訊息所需之其他服務之人。
- (f) 資訊系統，係指產生、送出、收受、儲存或其他處理資料訊息之系統。

## 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.

(1) Questions concerning matters governed by this Law which are not expressly settled in it are to be settled in conformity with the general principles on which this Law is based.

## 第三條 解釋

- (1) 解釋本法時，必須顧及本法之國際性本質並促進適用本法之一致性與誠信原則之遵守。
- (2) 因本法所生之問題，若本法未明文提出解決之道，應依本法之一般法律原則加以解決。

## 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.

## 第四條 合意變更

- (1) 涉及產生、送出、收受、儲存或其他處理資料訊息之雙方當事人，除另有規定外，得經由合意變更第三章條文之適用。
- (2) 第(1)項之規定不得影響第二章條文規定之權利。

## Chapter II. Application of legal requirements to data messages

### 第二章 資料訊息所適用的法律要件

#### 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.

#### 第五條 資料訊息之法律地位

不得因資訊為資料訊息之形式而否認其法律效力、合法性與強制性。

#### 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.

#### 第五條之一 引置條款

(UNCITRAL 於 1998 年 6 月第卅一會期中所增訂)

資訊為某資料訊息所引用，不應僅因該資訊未包含於所意定發生法律效力之資料訊息中，即否定該資訊之法律效力、合法性與強制性。

#### 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: [...].

#### 第六條 書面

(1) 當法律要求資訊應為書面之形式，若資料訊息所包含之資訊在後續之引用時得以擷取即可符合書面之要求。

(2) 第 1 項規定適用於有書面形式義務之要求或法律僅規定資訊缺乏書面之效果之情形。

(3) 本條之規定於下列情形不適用之 ...。

#### Article 7. Signature

(1) Where the law requires a signature of a person, that requirement is met in relation to a data message if:

(a) a method is used to identify that person and to indicate that person's approval of the information contained in the data message; and

(b) that method is as reliable as was appropriate for the purpose for which the data message was generated or communicated, in the light of all the circumstances, including any relevant agreement.

**(2) Paragraph (1) applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for the absence of a signature.**

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

#### **第七條 簽名**

**1. 當法律有簽名之要求，資料訊息若符合下列情形將可符合前述簽名之要求：**

**(a) 使用可確認本人之身分並能證明本人同意資料訊息之資訊之方法。**

**(b) 此方法必須確保資料訊息在任何情形下產生或傳輸都足以信賴，包括任何相關之合意。**

**2. 第 1 項規定適用於有簽名義務之要求或法律僅規定缺乏簽名之效果之情形。**

**3. 本條之規定於下列情形不適用之 ...。**

#### **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: [...].**

#### **第八條 正本**

**1. 法律要求必須將資訊以正本形式呈現或保存時，資料訊息若符合下列各項規定即可符合前述要求：**

**(a) 資料訊息或其他形式之資料之完整性，從首次產生到以最終形式呈現，存在一個可確信之保證。**

- (b) 當資訊被要求呈現時，資訊具有得以向人展現之能力。
- 2. 第 1 項規定適用於有正本形式義務之要求或法律僅規定資訊未以正本呈現或保存之情形。
- 3. 為第 1 項第 a 款之目的：
  - (a) 評估完整性之標準必須確保資訊維持完整與不被變更，附加任何背書或在正常傳輸、儲存或呈現之一般過程所生之變化，不在評估之列。
  - (b) 可信度之標準應依據資訊產生之目的與其他相關因素加以評估。
- 4. 本條之規定於下列情形不適用之 ...。

#### **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.**

#### **第九條 資料訊息之證據適格性與證據力**

**1. 在法律程序中適用證據法則，不得以下列情形否認資料訊息之證據適格性：**

**(a) 僅單純因其為資料訊息，或**

**(b) 若為當事人在合理期待範圍內可引用之最佳證據，僅因其並非正本形式。**

**2. 以資料訊息形式存在之資訊應賦予適當證據力，在衡量資料訊息之證據力時必須考慮資料訊息所產生、儲存或傳輸方式之可靠性，維持資訊完整之可靠性、確認發送人之方式與其他相關因素。**

#### **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.**

#### **第十條 資料訊息之保存**

**1. 法律要求保存文件、記錄或資訊時，符合下列條件之資料訊息得視為符合法律之要求：**

- (a) 資料訊息所包含之資訊在後續引用時得加以擷取。**
  - (b) 資料訊息以之前所產生、傳送、收受之形式保存或可以將之前所產生、傳送、收受之資訊以精確之形式呈現。**
  - (c) 資訊之保存應得以確認資料訊息之發送地、目的地與收發之日期與時間。**
- 2. 根據本條第 1 項規定要求保存文件、記錄或資訊之義務不及於僅單純用於達成傳送或收受目的之資訊。**
- 3. 當事人為滿足第 1 項之規定得利用他人之服務，但須符合第 1 項第(a)(b)(c)款之規定。**

### **Chapter III. Communication of data messages**

#### **第三章 資料訊息之傳輸**

#### **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: [...].**

#### **第十一條 契約之形式與效力**

- (1) 形成契約內容之上下文，經雙方當事人同意，要約與承諾得以資料訊息之方式表示，契約不得因其以資料訊息之形式作成而否認其合法性與強制性。**
- (2) 本條之規定於下列情形不適用之 ...。**

#### **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: [...].**

#### **第十二條 資料訊息之當事人之承認**

- (1) 在資料訊息之發送人與收件人間，如有意願之宣示或其他陳述，不得僅因**

其以資料訊息形式作成而否認其法律效力、合法性與強制性。

(2) 本條之規定於下列情形不適用之 ...。

#### **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 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.

### 第十三條 資料訊息的屬性

1. 當資料訊息是由發送人本身送出時，應認定資料訊息是來自發送人。
2. 資料訊息在發送人與收件人之間以下列方式送出，視為來自發送人：
  - (a) 由發送人授權代理發送資料訊息之人發出；或
  - (b) 由發送人或代理發送之人自行設定之資訊系統自動運作發出。
3. 在發送人與收件人之間，有下列情形之一者，收件人有權認為資料訊息是來自發送人，並依此推定得為後續之行為：
  - (a) 為確定資料訊息是否由發送人發出，收件人已適當應用雙方事先同意專為確認資料訊息之檢驗程序；或
  - (b) 收件人收受之資料訊息是由與發送人或其代理人有一定關係之人，以發送人所使用得以證明資料訊息是由發送人傳送之方法送出。
4. 第3項之規定在下列情形不適用之：
  - (a) 當收件人也收到發送人所寄關於資料訊息非由發送人送出之通知，且收件人有合理之時間因應；或
  - (b) 有第三項(b)款之情形時，當收件人行使合理注意或運用任何雙方事先同意之程序後，知悉或應知悉資料訊息非由發送人送出。
5. 當資料訊息是由發送人送出，或視為由發送人發出，或收件人有權推定資料訊息來自發送人，在發送人與收件人之間，收件人有權將收受之資料訊息視為發送人以資料訊息所表達之意思而送出，並依此意思而為後續行為。當收件人行使合理注意或運用任何雙方事先同意之程序後，知悉或應知悉資料訊息之傳輸造成收受之資料訊息本身有任何錯誤，收件人即無權依據錯誤資料訊息而為後續行為。
6. 收件人有權將收受之每一份資料訊息視為獨立之訊息，並以此假設為後續行為，但資料訊息是經複製另一資料訊息而來，且收件人經行使合理注意或運用任何雙方事先同意之程序，知悉或應知悉該資料訊息是複製的，不在此限。

### 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 in so far 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.

#### 第十四條 收訊通知

1. 本條第 2 至第 4 項適用於傳送資料訊息當時或傳送之前，或藉由該資料訊息，發信人要求或經收件人同意，於收到資料訊息時通知發送人。
2. 發送人與收件人就特定收訊通知之形式或方法未達成共識時，得以下列方式給予收訊通知：
  - (a) 收件人之任何通知，不論係機器自動作成或其他方式作成，或
  - (b) 收件人之任何行為，足以表明發送人資料訊息已被收件人收受。
3. 發送人表明資料訊息是以發收訊通知為條件，在發送人收受收訊通知之前，資料訊息視為未發出。
4. 發送人未表明資料訊息是以發收訊通知為條件，而且發送人未在指定或雙方同意之時間（若未指定時間，則應在合理期間內）內收到收訊通知，發送人：
  - (a) 可給予收件人通知，陳述尚未收到收訊通知之事實，並指定一接收收訊通知之合理期間；及
  - (b) 若發送人未在(a) 款指定時間內收受收訊通知，根據發送人給予收件人之通知，發送人得以資料訊息從未發出處理或行使其他發送人具有之權利。
5. 發送人收受收信人之收訊通知時，推定相關之資料訊息已由收件人收受。前述推定並未暗示該資料訊息與所收到之訊息相符。
6. 收受之收訊通知中陳述，相關之資料訊息符合雙方同意或適當之科技標準，即推定該科技標準已經符合要求。

7. 除在有關收受或發送資料訊息之範圍外，本條並不意圖處理該資料訊息或收訊通知可能產生之法律後果。

**Article 15. Time and place of dispatch and receipt of data messages**

**(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 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: [...].**

**第十五條 收受資料訊息之時間及地點**

1. 除發送人及收件人雙方另有約定外，當資料訊息脫離發送人或受其委託發送之人之控制進入資訊系統，該資料訊息之發送立即發生。

2. 除發送人及收件人雙方另有約定外，以下列方式決定收受資料訊息之時間：

(a) 如果收件人已經指定收受資料訊息之資訊系統，資料訊息之收受時間為：

- 當資料訊息進入指定之資訊系統時；或
- 若資料訊息送至收件人之資訊系統，而該資訊系統並非指定之資訊系統者，

資料訊息之收受時間為資料訊息被收件人取出之時。

(b) 若收件人並未指定資訊系統，當資料訊息進入收件人之資訊系統時即屬收到資料訊息。

3. 儘管資訊系統所在位置可能與依第 4 項視為收受之資料訊息位置不同，第 2 項仍然適用。

4. 除發送人及收件人雙方另有約定外，資料訊息視為在發送人營業所在地發送，同時資料訊息被視為在收件人營業所在地收受。為此目的：

(a) 發送人或收件人設有多處營業所，以與主要交易關係最密切之地為營業所，或若無主要交易時，以主營業所所在地為營業所；

(b) 發送人或收件人未設營業所，以住所為營業所。

5. 本條之規定於下列情形不適用之 ...。

## **Part two. Electronic commerce in specific areas**

### **第二篇 特殊領域之電子商業**

#### **Chapter I. Carriage of goods**

##### **第一章 貨物之運輸**

#### **Article 16. Actions related to contracts of carriage of goods**

**Without derogating from the provisions of part one of this Law, this chapter applies to any action in connection with, or in pursuance of, a contract of carriage of goods, including but not limited to:**

**(a) (i) furnishing the marks, number, quantity or weight of goods;**

**(ii) stating or declaring the nature or value of goods;**

**(iii) issuing a receipt for goods;**

**(iv) confirming that goods have been loaded;**

**(b) (i) notifying a person of terms and conditions of the contract;**

**(ii) giving instructions to a carrier;**

**(c) (i) claiming delivery of goods;**

**(ii) authorizing release of goods;**

**(iii) giving notice of loss of, or damage to, goods;**

**(d) giving any other notice or statement in connection with the performance of the contract;**

**(e) undertaking to deliver goods to a named person or a person authorized to claim delivery;**

(f) granting, acquiring, renouncing, surrendering, transferring or negotiating rights in goods;

(g) acquiring or transferring rights and obligations under the contract.

第十六條 與貨物運送契約有關之行為

於不抵觸本法第一篇條款之情形下，本章適用任何與貨物運送契約有關，或履行貨物運送契約之行為，包括但不限於：

- (a)
  - (i) 供應標誌，數目，貨物之重量或數量；
  - (ii) 陳述或聲明貨物之價值或性質；
  - (iii) 簽發貨物收據；
  - (iv) 確認貨物已經裝載；
- (b)
  - (i) 通知個人契約之條件；
  - (ii) 給予運送者指示；
- (c)
  - (i) 要求運送貨物；
  - (ii) 授權放貨；
  - (iii) 發給貨物損失或損壞通知；
- (d) 給予任何與契約履行有關之通知或陳述；
- (e) 承擔交付貨物給被指定之人或有權要求交付貨物之人；
- (f) 准許，取得，放棄、讓與、移轉或協調貨物之權利
- (g) 取得或移轉基於契約之權利與義務

#### Article 17. Transport documents

(1) Subject to paragraph (3), where the law requires that any action referred to in article 16 be carried out in writing or by using a paper document, that requirement is met if the action is carried out by using one or more data messages.

(2) Paragraph (1) applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for failing either to carry out the action in writing or to use a paper document.

(3) If a right is to be granted to, or an obligation is to be acquired by, one person and no other person, and if the law requires that, in order to effect this, the right or obligation must be conveyed to that person by the transfer, or use of, a paper document, that requirement is met if the right or obligation is conveyed by using one or more data messages, provided that a reliable method is used to render such data message or messages unique.

(4) For the purposes of paragraph (3), the standard of reliability required shall be assessed in the light of the purpose for which the right or obligation was conveyed and in the light of all the circumstances, including any relevant agreement.

(5) Where one or more data messages are used to effect any action in subparagraphs (f) and (g) of article 16, no paper document used to effect any such action is valid unless the use of data messages has been terminated and replaced by the use of paper documents. A paper document issued in these circumstances shall contain a statement of such termination. The

replacement of data messages by paper documents shall not affect the rights or obligations of the parties involved.

(6) If a rule of law is compulsorily applicable to a contract of carriage of goods which is in, or is evidenced by, a paper document, that rule shall not be inapplicable to such a contract of carriage of goods which is evidenced by one or more data messages by reason of the fact that the contract is evidenced by such data message or messages instead of by a paper document.

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

#### 第十七條 運送文件

1. 依據第3項規定，當法律要求第十六條所提及之任何行為應以書面形式或使用書面文件完成，行為藉由使用一個或多個資料訊息完成即屬符合要求。

2. 第1項規定適用於有書面義務之要求或法律僅規定未能以書面作成或使用書面文件履行後果之情形。

3. 當僅有一人被賦予權利或義務，且若為將其付諸實現，法律要求此權利或義務必須藉著移轉或使用書面文件之方式移轉給此人，若此權利或義務經由使用一個或多個資料訊息而移轉，即符合要求，但用以提供前述獨特之資料訊息之方法必須是可信賴的。

4. 為第3項之目的，可信賴性之要求標準應按照被移轉權利或義務之目的與所有情況加以評估，包括任何相關之協議。

5. 當一個或多個資料訊息被用以實現在第十六條以下(f)和(g)項之行為，除非使用之資料訊息已經被使用之書面文件所終止且取代，用以實現任何行動之書面文件無效。在此種情況下使用書面文件應該包含表明終止使用資料訊息之陳述。資料訊息被書面文件取代不影響相關當事人之權益。

6. 若法律強制規定適用到以書面文件呈現或以書面文件作為證據之貨物運送契約，該法律不應因此份契約是以一個或多個資料訊息作成，並以資料訊息而非書面文件方式呈現而不適用。

7. 本條之規定於下列情形不適用之 ...。