

Recommendations
of
E-Commerce Review
Committee

REPORT OF THE ADVISORY COMMITTEE TO REVIEW E-COMMERCE LAW IN SRI LANKA

Introduction

Buying and selling over digital networks has grown rapidly and will continue to do so, particularly across Sri Lanka. Electronic commerce, better known as e-commerce, offers many benefits. Apart from M-commerce has become the most popular with the evolution of different media. It creates greater competition, both within and across countries. It also allows greater inclusiveness in economic activity and boosts trade. However, it must deal with the many challenges that go beyond traditional commerce. These include building sufficient information and communication technology (ICT) infrastructure, enhancing digital literacy, legislating consumer and other legal protections, and enforcing cybersecurity, among others.

Considering the entire e-commerce ecosystem of hardware and software infrastructure, legal issues (including those covering privacy and consumer protection), e-payment options, and delivery services, electronic fund transferring, Intermediary liability, e-banking cryptocurrency, insurance, Criminal offences relating to e-commerce and M-Commerce, this report refers to proposals to introduce as amendments to the E-Transactions Act as an immediate requirement.

Issues and Recommendations

1. A. There is no definition given to 'Electronic Transaction' under the ETA 2006 or the Amendment Act No.25 of 2017. Failure to define 'Electronic Transactions' under the ETA has made the Act's scope of application ambiguous.
- B. Whether the ETA apply only to commercial transactions or does it extend its operation to non-commercial transactions as well?

The ETA can be applied only

- (i) To information contained in a data message, electronic document, electronic record or communication in electronic form
- (ii) if it relates to any business, trade, profession or any regular activity,
- (iii) excluding subjects specified under section 23 of the Act as amended,
- (iv) satisfying the provisions under sections 4, 5, 6, 7 and 21 of the Act.

Accordingly, one must assume that an 'electronic transaction' means a business, trade, professional or any regular activity involving the information contained in a data message, electronic document, and electronic record or electronic communication. Though the Act was initially drafted following the UNCITRAL Model Laws on Electronic Commerce and e-signatures, it does not restrict its application only to commercial transactions.

- C. However, the decision made in *Gallage Prabath Peiris vs Jacqueline Isabelle Aponso*¹ was that the ETA could apply only to commercial transactions since the Act was drafted following the UNCITRAL Model Laws on Electronic Commerce and e-Signatures.
2. The UN Convention on the Use of Electronic Communication in International Contracts (UNCOUECIC) aims to facilitate the use of electronic communications in international trade by assuring that contracts concluded and other communications exchanged electronically are as valid and enforceable as their traditional paper-based equivalents. After signing the said Convention, and fulfilling its requirements, amendments were brought to the ETA in 2017.
 - A. According to the preamble of the original ETA, the purpose of enacting the Act is to recognise and facilitate the formation of contracts, the creation and enhancement of data messages, electronic documents, electronic records and other communication in electronic form in Sri Lanka and appointment of the certification authority and licensing authorities. According to the Amendment to the ETA, its additional objective is to give effect to the provisions of the UN Convention (UNCOUECIC).
 - B. Some objectives of the ETA (as amended) are defined in section 2 of the Act as facilitating domestic and international electronic commerce removing barriers and establishing legal certainty, encouraging the use of a reliable form of electronic commerce and implementing the provisions of the UNCOUECIC to promote public confidence in the authenticity, integrity and reliability of electronic records.
 - C. However, considering the inclusion of the other objectives to the ETA as amended to facilitate e-filing in courts and e-governance, non-commercial transactions are also included within the scope of application of the Act, deviating from the principle objectives of UNCITRAL Model Laws on Electronic Commerce and Electronic Signatures as well as the said UN Convention.

Recommendations

The scope of the application of the Act must be clear.

- A As far as the explicit provisions relating to the application of the Electronic transaction Laws in various other jurisdictions are concerned, Sri Lanka should introduce a clear definition of the words "electronic" and "electronic transactions" in the ETA, to harmonise with the meaning and scope of the application of "Electronic Commercial Transactions" used in other countries to avoid unnecessary disputes in the future.

¹ Case No. WP/HCCA/COL/156/2013/LA of the High Court of the Western Province (Civil Appellate), Colombo

B If 'Electronic Transaction' is limited to commercial matters, the same can be defined as "*commercial activities carried through Information contained in the electronic record or electronic communication*", and the ETA can be renamed as 'Electronic Commerce Act' or 'Electronic Commercial Transactions Act' comprising of sections 1, 2(a), (b), (d) of Chapters I, 3 (giving new definition), 4 combining sections 6, 5, 7, 8 (relevant to electronic commercial transactions) and amending chapters III, IV, V and VI accordingly to avoid uncertainty and conflicts in interpreting the Law.

C Otherwise, Electronic Transaction means a single communication or outcome of multiple communication involved in the sale or purchase of goods or services conducted over computer-mediated networks or information systems.

Or

D Include non-commercial transactions also under the same and define Electronic Transactions accordingly.

3. A. The definition of the word 'electronic' is given in the dictionary as '*action of electrons*'.

It is different from the interpretation given under the ETA and Electronic is defined as '*information generated, sent, received or stored by electronic, magnetic, optical or similar capacities regardless of the medium under the same section*' under section 26 of the ETA. Does a question arise as to whether the country's legislature has intended to apply the Act to information formed purely by a magnetic, optical or similar capacity in commercial transactions?

B. However, considering the primary purposes of enacting the ETA, it will not extend to information generated, sent, or stored only by magnetic, optical or similar capacities without any combination of information in electronic form.

Recommendation

It will be more appropriate to bring an Amendment to section 26 of the ETA to define 'electronic' as "*electronic information generated, sent, received or stored by electronic or combined with magnetic, optical or similar capacities regardless of the medium.*"

4. There is no conformity between provisions of sections 2(ca), 3, 8(1)(2)(a)-(k) and 9 of the ETA as amended and sections 4, 5, 6, 7, 12, 13, 14 and 15 of the same Act. The earlier

sections refer to the data message, electronic documents, and electronic record and electronic communication. However, the later sections refer to the information contained in a data message, electronic document, electronic record and electronic communication.

5. The conditions are relevant to electronic records, including integrity and authenticity, shall be proved according to the appropriate sections 2-20 of the Act, as pre-conditions for the admissibility of Computer/Electronic evidence by the proponent of electronic evidence in judicial proceedings in addition to the requirements under section 21 of the ETA, 2006. Once the said pre-conditions are fulfilled, the proponent shall prove;
 - A. Any information contained in a data message, electronic document, electronic record or other communication in electronic form touching any fact in issue or relevant fact.
 - B. Electronic transactions cover Business, Trade, Professional or any regular transaction but do not cover other transactions which are non-commercial in nature.
 - C. Accordingly, a Court will presume the genuineness of such evidence if there is no reason to believe that the information given by a party is unreliable or inaccurate.

However, the legislature has failed to declare the person who shall produce evidence under section 21 of the ETA.

Application of the principles of the admissibility of Electronic Evidence is also influenced by the substantive law of the relevant jurisdiction. Measuring its weightage for a decision will depend on the methods accepted under procedural laws to seize, preserve, analyse and present information, including data. Accordingly, the admissibility of Electronic Evidence must be considered the fourth limb of cybersecurity along with Confidentiality, Integrity and Retrievability (or availability), maintaining the trustworthiness of electronic commerce transactions.

Accordingly, it is a requirement specified under sections 5, 6 and 7 of the Amendment to ETA to guarantee the trustworthiness of Electronic Records or Electronic Communication. In the 1990s, it was required to obtain printouts of the contents that could have been seen on the monitor, for electronic evidence to be accepted. Section 21 of the ETA is suitable for that era.

- A. However, in today's context, it is not easy to detect the changing of Metadata of Information in the custody of a proponent under the development of technology. Therefore, it is not safe to unconditionally shift the burden of disproving such evidence to the opposing party.
- B. Application of the principles of the admissibility of Electronic Evidence is also influenced by the substantive law of the relevant jurisdiction. Measuring its weightage for a decision will depend on the methods accepted under procedural

laws to seize, preserve, analyse and present information, including data. Accordingly, the admissibility of Electronic Evidence must be considered the fourth limb of cybersecurity along with Confidentiality, Integrity and Retrieval (or availability), maintaining the trustworthiness of electronic commerce transactions.

Providing statistics, *Joshua I. James and Pavel Gladyshev*² have identified that failure to adopt proper guidelines by States relevant to Digital Evidence is the main weakness that hinders providing Digital Evidence to requesting States under Mutual Legal Assistance. The format of requests on such guidelines for the request of Digital Evidence has not yet been adopted under the law of Sri Lanka either. Following the Guidelines adopted by the Committee of Ministers of the Council of Europe on 30th January 2019, either legislature shall introduce new law relevant to electronic evidence with the capability of dealing with oral evidence taken by a remote link, use of electronic evidence, collection, seizure and transmission of evidence, relevancy, reliability, storage and preservation, archiving, awareness applied if it is not in conflict with national legislation, or amend Rules governing electronic evidence in section 21 of the ETA to maintain the genuineness of electronic commercial transactions, introducing provisions satisfying the following requirements.

- A. It shall be the duty of the proponent of such evidence to satisfy minimum standards of cybersecurity under sections 5, 6 and 7 of the ETA as amended.
- B. Remove restriction under Section 22 of the ETA and apply provisions under sections 5 of the Evidence Special Provisions Act No.14 of 1995 or introduce adequate provisions following the Federal Rules of Evidence 901 and 902 in the USA, Section 133 of the Criminal Justice (Amendment) Act 2003 in the UK, Sections 65A and 65B of Evidence Act of India, Evidence Act of Singapore 2012 and Uniform Evidence Acts.

in Australia, securing the genuineness of information contained in the electronic record or electronic communication including metadata, software, and hardware involved in electronic commercial transactions relevant to sections 5, 6, 7, 8 and 21 ETA.

- C. An electronic record or electronic communication, or its copy, or material shall be admissible, subject to its authentication in the manner section 7 of the ETA (Amendment) provides, following section 67A of the Amendment Act 2012 of the Evidence Act Singapore.
- D. The proponent of evidence shall satisfy that any system from which evidence is derived was functioning appropriately when generating evidence (following the requirements explained in section 5 of ESPA of Sri Lanka and Sections 65A and 65B of the Evidence Act of India).

² Joshua I. James, and Pavel Gladyshev, 'A Survey of Mutual Legal Assistance Involving Digital Evidence' (2016) 18 Digital Investigation
<https://www.researchgate.net/publication/304573205_A_survey_of_mutual_legal_assistance_involving_digital_evidence> accessed 25 October 2020

The legislature has not attempted to provide provisions for cybersecurity other than amending the authenticity clause under section 7 of the Act. Therefore, instead of introducing such legal requirements, the ETA has removed the application of the existing provisions under the Evidence Special Provisions Act for the matters under the ETA according to its section 22.

Recommendations

It will be more appropriate to insert the following section as section 21A as an amendment to section 21 of the ETA or replace section 22 of the Act by inserting:

“Where any party proposes to tender any evidence under section 21 of the ETA in any proceedings, an affidavit dealing with any of the matters under sections 4, 5, 6, 7, 8, 11, 11A, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21(2) of the same Act purporting to be made by a person occupying a responsible position in relating to information contained in the electronic record or electronic communication, operating of the relevant computer, device, network or management of the relevant electronic transaction whichever in the case shall be admissible in evidence without calling such person as witness and shall be evidence of the matters stated therein.

For this section it shall be sufficient for a matter to be stated to the best of the knowledge and belief of the person stating it, provided however the court may on application by the opposing party or of its motion, examine the maker of the affidavit, and or any other person said to be acquainted with any of the matters set in the affidavit, in open court touching any of the matters set out the affidavit or any other relevant matter that may be connected with, or incidental thereto.

Where any person in an affidavit tendered in evidence in any proceeding by virtue of this section willfully makes a statement which he knows or believes to be false or does not believe to be true, he shall be guilty of an offence under this Act and shall on conviction, after summary trial before a Magistrate be liable to imprisonmentand to a fine.”

7 According to section 3 of the Electronic Transactions Act (ETA), 2006, a data message, electronic document, electronic record or other communication in electronic form is included in ‘electronic records.’ However, their definitions under section 26 of the ETA, 2006 and its Amendment Act, 2017 are overlapping and creating unnecessary disputes.

Recommendation

The application of the Act should be related to Electronic Records and Communication in Electronic form instead of the four categories, a data message, electronic document, electronic record or any other communication in electronic form, avoiding unnecessary disputes.

'Electronic Record' can be defined as a written document or a record containing information generated, communicated, received or stored by electronic means with or without the combination of magnetic, optical or other similar means in an information system or for transmission from one information system to another for the purpose' and, 'Electronic Communication' means 'any communication that the parties make using electronic records' under section 26 of the ETA.

Accordingly, sections 3, 4, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 21 and 26 of the ETA have to be amended inserting 'Electronic Records' and 'Communication in Electronic form' instead of 'data message, electronic document, electronic record or any other communication in electronic form'.

8. There is no legal validity to an electronic record as an isolated instrument if it cannot retain information as a container.

Recommendation

Section 4 of the Act shall be amended as -.

'Notwithstanding anything to the contrary in any written laws for the time being in force in Sri Lanka wherein legal validity to certain instruments, has been attached only if such instruments have been reduced to writing, such requirement shall be deemed to be satisfied by an electronic record or electronic communication if the information contained therein is accessible to be usable for subsequent reference'.

9. Section 11A of the ETA explains *'A proposal to conclude a contract made through one or more electronic communications which is not addressed to one or more specific parties, but is generally accessible to parties making use of any information systems, shall be considered as an invitation to make offers unless it clearly indicates the intention of the party making the proposal to be bound in case of acceptance.* Section 11A of the Amended Act to the ETA shall be amended to avoid ambiguity.

Recommendation

If the same section 11A is worded as *'A proposal to conclude a contract made through one or more electronic communications which are not addressed to one or more specific parties, but is generally accessible to parties making use of any information systems, shall be considered as an invitation to make offers unless there is no clear indication of the intention of the party who proposes that it will be bound in case of acceptance. electronic communications shall be considered to be treated as an invitation to make offers'* following the Article 11 of the Convention, to avoid confusion.

10. Requirement to avoid misusing the presumption of receipt of Electronic Communication by the addressee under section 14 of the Amendment ETA. According to the section, receipt of the Electronic Record or Electronic Communication shall be presumed if the addressee is designated as an electronic address and the same becomes capable of being retrieved by the addressee unless it is established that the addressee has not acted reasonably considering the circumstances.

Recommendation

Accordingly, Section 14(2)(i) has to be redrafted as *'if the addressee has designated an electronic address for receiving Electronic Communication, time of receipt occurs at the time when the information contained in the Electronic Records or Electronic Communication becomes capable of being retrieved by the addressee, subject to proof that such capability to retrieve the same was delayed as a result of the failure of the addressee to act reasonably considering the circumstances'*.

Further Recommendation

11. Sri Lanka has to introduce new legal provisions under ETA following the ETA Amendment Act No.5 of 2017 and UNCITRAL Model Law on Electronic Transferable Records (2017) to deal with Electronic Transferable records.
12. Sri Lanka must introduce new legal provisions under ETA to recognise Smart Contracts decentralized electronic fund transferring, promoting cryptocurrency and AI.
13. There are no provisions under the ETA of Sri Lanka or any other law in Sri Lanka to deal with decentralized electronic fund transferring, applying cryptocurrency under the concept of smart contracts.

14. It is necessary to include a definition of a consumer' in the E-Transactions Act. This can be done by the addition of the same definition of the Consumer Affairs Authority Act No.9 of 2003, i.e. Section 75 of the CAA.
15. The committee recommends that intermediaries —who bring together or facilitate transactions between third parties on the Internet— should be liable for, or independence of, illegal activities by their users.

Online consumer protection regulations Draft

Online consumer protection regulations Draft Recommendations	Gazette CONSUMER AFFAIRS AUTHORITY ACT, No. 09 OF 2003 Special Direction under Section 10(1)(b)(ii)
	“e-commerce” means, the business activities of the sale of goods, services or digital content through the internet or other information network;
	“e-commerce entity” means, the online sellers and sellers operating on platforms
Online consumer means ‘any natural person or legal person who enters or intends entering into an electronic transaction with an online trader as the end user of the goods or services offered by that trader.’	
Online trader means ‘any natural person or any legal person who enters or intends entering into an electronic transaction with a consumer for purposes relating to his trade, business, craft or profession.’	“Online Seller” means, a vendor who carries out any e-commerce, through the own website owned by such vendor or other information networks owned or controlled by such vendor;

	<p>“Platform” means, a digital or electronic network that enables the sellers operating on platforms to conduct an e-commerce through such digital or electronic network, by allowing consumers to connect with Sellers Operating on Platforms to purchase goods, services or digital content on such digital/electronic network</p>
	<p>“Platform operators” means, a third party who owns or operates a platform</p>
	<p>“Sellers Operating on Platforms” means, an e-commerce vendor who sells or offers goods to consumers</p>
	<p>Fair business, advertising and marketing practices Any e-commerce entity or Platform Operator – (a) when advertising any goods shall not make any representation or omission, or engage in any practice which is deceptive, misleading, or anti-competitive;</p>

	<p>(b) shall, inform the consumer in respect of any special offer of goods or free trial, the eligibility requirements for such offer or free trial in a clear and unambiguous manner, including the length of the sale or offer and any additional charges that may incur which are not described in such offer or trial; (c) shall ensure that all key conditions relating to any offer or sale are easily discernible, readable and comprehensible in the text in which such conditions are specified; (d) shall ensure that the actual purchasing price of a good is the price posted on the platform for such good; (e) shall not use disclaimers to counter false or misleading pricing claims in advertisements; and (f) shall in carrying out any business activity, adhere to the provisions of the Consumer Affairs Authority Act, No. 9 of 2003 where applicable</p>
	<p>Consumer Reviews Any e-commerce entity or a platform operator –</p> <p>(a) shall have a fair and transparent rating and review mechanism for collecting and publishing reviews of consumers;</p> <p>(b) shall not publish false ratings or false reviews on the rating and review of consumers;</p> <p>(c) shall not hire third parties to post ratings and reviews on the rating and review mechanism;</p> <p>(d) shall disclose in a clear and conspicuous manner any incentives provided to consumers for ratings and reviews posted by them; (e) treat equally, all ratings and reviews posted by consumers irrespective of their positive or negative nature and shall not attempt to discourage negative reviews or ratings.</p>

	<p>Transparency of information Any e-commerce entity or a Platform operator shall –</p> <p>(a) publish all information relating to the business activity including the goods or rating in a nonmisleading manner;</p>
	<p>(b) establish a proper and accessible communication mechanism for customers to connect with such e-commerce entity or Platform operator;</p>
	<p>Collection of data Any e-commerce entity or a Platform operator shall-</p> <p>(a) send a privacy statement to consumers when obtaining their personal data;</p> <p>(b) establish procedures for the consumers to access their personal data input in the profiles enabling them to review and edit such data in order to update them;</p>

<p>Information obligation</p> <p>Before the online consumer is bound by an online contract, or any corresponding offer, the online trader shall provide the online consumer with the following information in a clear and comprehensible manner:</p> <ul style="list-style-type: none"> a. the main characteristics of the goods or services; b. the identity of the trader; c. the geographical address at which the trader is established and the trader's telephone number, fax number and e-mail address; d. the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated, as well as, where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable e. the arrangements for payment, delivery, performance, the time by which the trader undertakes to deliver the goods or to perform the services and, where applicable, the trader's complaint handling policy; f. the conditions, time limit and procedure for exercising right of withdrawal; 	<p>Transparency of transaction Any e-commerce entity or a platform operator shall –</p> <ul style="list-style-type: none"> (a) not misrepresent or hide the terms and conditions relating to any transaction that are likely to affect the decision of a consumer regarding such transaction; (b) not use misleading contract terms, and shall provide consumers with a clear and full statement of the relevant terms and conditions of the transaction; (c) provide information in respect of the terms, conditions and costs associated with a transaction that is sufficient to enable the consumers to make an informed decision regarding such transaction; (d) enable the consumers to retain a complete, accurate, and durable record of the transaction, in a format compatible with the device or platform that the consumers use to complete the transaction; (e) where applicable and appropriate, issue a receipt for the transaction, which shall include- <ul style="list-style-type: none"> (i) the price, including all fixed charges collected or imposed by the respective e-commerce entity or the platform operator; (ii) Information in respect of any compulsory (fixed or variable) or optional charges collected or imposed by the respective e-commerce entity or the platform operator before the
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g. after sale customer assistance, after-sales services and commercial guarantees;

transaction is confirmed by the consumer;

- (iii) information in respect of any other routinely applicable costs (recurring charges) if any, to the consumer that are collected or imposed by any third party
- (iv) method of payment and other terms and conditions where and when applicable, including contract duration of recurring charges, such as automatic repeat purchases and subscription renewals and ways to opt out from such automatic or renewal arrangements;
- (v) terms relating to delivery of the goods;
- (vi) details relating to conditions applicable to withdrawal, termination or cancellation, after-sales service, return, exchange, refunds, warranties and guarantees;
- (vii) privacy policy; and
- (viii) information on applicable dispute resolution and redress options relating to a purchase.

Payment terms Any e-commerce entity or a platform operator shall provide consumers with easy to-use payment mechanisms and implement security measures that are

commensurate with payment-related risks, including those resulting from unauthorized access or use of personal data, fraud and identity theft.

Delivery and logistics Any e-commerce entity or a platform operator shall –

- (a) Provide the consumers with an opportunity to review summary information about the services relating to delivery of goods and pricing information before the consumers are asked to confirm a transaction;

- (b) when delivering goods to the consumer, delivery to be made by

	logistics, e-commerce entities or the platform operator, as the case may be, using reliable logistics providers for such purpose
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	(c) take steps to deliver the goods without any unreasonable delay.
	Privacy and data protection Any e-commerce entity or a Platform Operator shall - (a) not engage in deceptive practices related to the collection and use of personal data of the consumers; (b) protect consumer privacy by ensuring that the practices of such e-commerce entity or the platform operator relating to the collection and use of consumer data are lawful, transparent and fair, enable consumer participation and choice, and provide reasonable security safeguards ; (c) adopt clear, prominently displayed privacy policies
<p>4. Unfair contract terms</p> <p>(1) Terms that avoid the liability for negligence.</p> <p>(a) A term of an online contract to exclude or restrict or has the effect of excluding or restricting, a person's liability for death or personal injury resulting from negligence shall be of no effect.</p>	

<p>(2) Terms that avoid the liability for contracts</p> <p>(a) This section applies as between parties to an online contract where one of the parties deals as online consumer or on the other written standard terms business</p> <p>(b) As against the online consumer, the online trader cannot by reference to any contract term when the online trader in breach of contract, exclude or restrict any liability of his in respect of that breach.</p>	
<p>Withdrawal rights and cooling-off period</p>	<p>Cooling off periods and right of cancellation of orders Any e-commerce entity or a platform operator shall where appropriate and</p>

<p>1. The online consumer shall have a period of 7 days to withdraw from a distance or off-premises contract, without giving any reason, and without incurring any costs.</p> <p>a). Before the expiry of the withdrawal period, the consumer shall inform the trader of his decision to withdraw from the contract.</p> <p>b). If payment for the goods or services has been effected prior to a consumer exercising a right referred to in subsection (1), the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation.</p>	<p>practicable offer the consumers an opportunity to withdraw from a confirmed transaction</p>
	<p>Privacy and data protection Any e-commerce entity or a Platform Operator shall –</p> <p>(a) not engage in deceptive practices related to the collection and use of personal data of the consumers;</p> <p>(b) protect consumer privacy by ensuring that the practices of such e-commerce entity or the platform operator relating to the collection and use of consumer data are lawful, transparent and fair, enable consumer participation and choice, and provide reasonable security safeguards ;</p> <p>(c) adopt clear, prominently displayed privacy policies.</p>


<p>Unsolicited communications</p> <p>(1) Any person who sends unsolicited commercial communications to consumers, must provide the consumer:</p>	<p>Unsolicited emails, SMS etc. Any e-commerce entity or a platform operator shall develop and implement effective and easy-use procedures that allow consumers to choose the option of receiving or non-receiving of unsolicited commercial e-mail messages, etc.</p>
<p>a). with an option to cancel his or her subscription to the mailing list of that.</p> <p>(b). with the identifying particulars of the source from which that person obtained the consumer's personal information, on request of the online consumer.</p>	
	<p>Warranty Any e-commerce entity or platform operator may –</p> <p>(a) sell goods to any consumer subject to implied warranties based on the principle of 'fair value for money spent', which shall include warranty or merchantability and he warranty of fitness for a particular purpose ; (b) Where a product is sold 'as it is', still be responsible if the item sold is dangerous and causes personal injury to any person</p>
	<p>Product safety Any e-commerce entity or a platform operator shall –</p> <p>(a) have an adequate awareness of product safety requirements and ensure that such safety requirements have been disclosed to the consumer ;</p> <p>(b) assist the customer in resolving potential safety issues of the goods sold;</p> <p>(c) set up a consumer feedback</p>

	mechanism in respect of goods sold.
<p>Dispute resolution <i>Recommendation –</i></p> <ul style="list-style-type: none"> · <i>Implement easy to use, out of court mechanisms to resolve domestic and cross border e-commerce disputes in a timely manner.</i> <p><i>This mechanism can be utilized as an ODR and ADR system, which allows consumers to file their complaints electronically and reach a decision within a reasonable time-period.</i></p>	
<p>Establishment of Online Dispute Resolution (ODR) Platform</p>	

<p>(1) The Consumer Affairs Authority shall develop the ODR platform and be responsible for its operation, its maintenance, funding and data security. The ODR platform shall be user-friendly.</p> <p>(2) The ODR platform shall be a single point of entry for consumers and traders seeking the out-of-court resolution of disputes. It shall be an interactive website which can be accessed electronically and free of charge in all the official languages.</p>	
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<p>Functions of the ODR Platform</p> <p>(1) to provide an electronic complaint form which can be filled in by the complainant party</p> <p>(2) to inform the respondent party about the complaint;</p> <p>(3) to identify the competent Alternative Dispute Resolution (ADR) entity or entities and transmit the complaint to the ADR entity, which the parties have agreed to use,</p>	
<p>Establishment of Alternative Dispute Resolution (ADR) Platform</p> <p>(1) The Consumer Affairs Authority shall facilitate access by consumers to ADR procedures. The ADR procedure may include conciliation, mediation, and consumer arbitration.</p> <p>(2) The Authority shall ensure that ADR entities,</p> <p>(a) maintain an up-to-date website which provides the parties with easy access to information concerning the ADR procedure, and which enables consumers to submit a complaint and the requisite supporting documents online;</p> <p>(b) provide the parties, at their request, with the information referred to in point on a durable medium;</p>	

<p>(c) where applicable, enable the consumer to submit a complaint offline;</p> <p>(d) enable the exchange of information between the parties via electronic means or, if applicable, by post;</p> <p>(e) accept both domestic and cross border disputes.</p>	
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 4/12/2023

Dr Sunil Abeyaratne
Chairman, E-Commerce Review Committee appointed by the Ministry of Justice