

Review of Electronic Transactions Act: ETA Remaining Issues

On behalf of Barclays Bank PLC, Singapore, we would like to submit our views/comments in relation to the above subject matter as follow:

Q1 - Agree that security infrastructure is always changing so rather than have to keep amending primary legislation to ensure that it is technologically up-to-date, it is better to provide such details in secondary legislation instead, so that new regulations can be more easily enacted when new technologies are developed.

Q2 - Q5 - NA. These issues relate to Certification Authorities and are therefore not relevant to us.

Q6 - Q9 - NA. These issues relate to Internet Service Providers and are therefore not relevant to us.

Q10 - Ok, but any additional requirements should be published on the relevant government website etc, rather than only in the Government Gazette, because the majority of users may not regularly check, or even have access to, Gazette publications.

Q11 - See comment to Q10.

Q12 - Singapore should adopt a single provision for consistency.

Q13 - There should no longer be any distinction between Government agencies and private persons/entities.

Q14 - No.

Q15 & Q16 - Yes

Q17 - No.

Q18 - Since these draft provisions are in line with international provisions (e.g. in Australia and New Zealand), there are benefits in aligning our legislation to international legislative developments.

Q19 - Agreed.

Q20 - This will provide greater clarity and certainty as to the exact time and place of sending and receipt of electronic communications.

Q21 - Again, this will provide greater certainty in respect of invitations to make offers, and will bring Singapore in line with international Convention recommendations.

Q22 - The benefit is that it provides clarity that contracts formed in this manner are valid. However, one potential problem is that an individual may not intend or realise that an automated message system constitutes formation of a binding contract.

Q23 - This allows parties to correct input errors or withdraw the erroneous communication, if the automated system does not afford an opportunity to correct the error (the way most online systems do). This allows parties some security against allegations that a contract is not binding on the grounds of mistake.

Q24 - Singapore should align our law with that recommended under the Convention.

Q25 - There is no need to adopt any of the limitations as this would restrict the applicability of the Convention.

Q26 - Yes.

Q27 - No comments.