

**Joint IDA-AGC Review of Electronic Transactions Act  
Stage III: Remaining Issues**

| Nos. | List of Questions  | UOB's Comments   |
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| Q1.  | Do you have any comments on the proposal to move technology specific details in the ETA10 to the ETR?  | This would be a preferred move as developments in technology are likely to outpace that of amendments to an act. Moreover, statutory requirements need not be technology specific but could address the objectives and standards that the requirements wish to attain.   |
| Q2.  | Do you have any comments on the proposal to replace the current "licensing" approach to an "accreditation" approach in the ETA and ETR? (See Annex A)  | An accreditation approach would be more attractive to parties who are interested to be CAs. The requirement of a security audit would give an assurance of the security measures that are observed by the CAs. However, the security audit need not be conducted annually but upon every renewal of the accreditation, say every 3 years. Clarification should also be given on whether an organisation that issues certificates to their own customers for the purpose of identification and performance of electronic transactions without involving any third party will come within the purview of ETA and has to apply for accreditation. |
| Q3.  | Do you have any comments on the proposed amendments to the financial criteria and fees for CA accreditation?   | The revision of the fees would be most welcomed by parties intending to be CAs.  |
| Q4.  | Do you have any comments on the proposed increase in the accreditation duration from 1 year to 2 years?  | Instead of 2 years, the accreditation period could be increased to 3 years. This would provide adequate time for the promotion of CAs services as well as the upgrade/implementation of new technologies before the next renewal for accreditation.  |
| Q5.  | Do you have any comments on the proposed amendments to limit the audit requirement to relevant security guidelines?  | Limiting the audit requirement to relevant security guidelines is alright.   |
| Q6.  | Is it necessary to clarify the meaning of "network service provider". Do you agree with the proposed definition of "network service provider"? (See definition proposed for discussion in paragraph 3.4.8)   | If a definition of "network service provider" is given, it would enable the service providers and consumers to have a better understanding of their rights and obligations. A definition similar to that of the Copyright Act would be consistent.   |
| Q7.  | Do you agree with the proposed deletion of the words "to which he merely provides access" in section 10(1) of the ETA? (See paragraph 3.4.14)  | We have no objections to the proposed deletion.  |
| Q8.  | If section 10 of the ETA is amended as proposed in paragraphs 3.4.8 and 3.4.14, do you think any further safeguards are necessary? In particular, would the protection given under section 10 be too wide? (See paragraph 3.4.22). If yes, please elaborate with reference to specific kinds of liability from which network service providers should not be exempted. | It is understandable that a service provider needs protection for providing access to material from a person over whom the provider has no effective control. However, measures should be in place to ensure that a service provider must expeditiously remove, block or deny access to any material that could indicate the existence of illegal activity, etc. and the provider has been made aware or notified of such material.  |

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| Q9.  | Should the immunity regime for service providers under section 10 of the ETA be changed (other than the changes mentioned in Q.6, 7 and 8)?   | Service providers should be obligated to takedown materials that could indicate the existence of illegal activity such phishing websites, etc. In view of the current trend in phishing scams, a service provider must expeditiously takedown such materials or fake websites once the provider has been notified of such a situation instead of waiting for a formal order from the court or Media Development Authority of Singapore. The notification could come from the police, the authentic owner of the material, host of the genuine website, SingCert, etc. |
| Q10. | Do you have any comments on the proposed amendments to section 9 of the ETA in Annex B?   | If information is to be retained for future use, measures must be in place to maintain the integrity, security and confidentiality of the information. Also, there should be a means of updating the information to ensure its currency. The person should be made aware that the information provided could be propagated or retained and used subsequently in the future.   |
| Q11. | Do you have any comments on the proposed amendments to section 47 of the ETA in Annex B?  | As the level of computer literacy varies between various age groups, the paper/manual process could perhaps be retained as an option.   |
| Q12. | Should Singapore adopt a single provision on electronic originals or provide specifically for different situations in which electronic communications may be used as a functional equivalent of paper or other non-electronic forms?358 (See paragraphs 4.12.1 to 4.12.9, especially paragraphs 4.12.8 and 4.12.9).   | Separate provisions for using electronic communications in different situations are preferred as this would help better clarify and address issues arising from the different situations.   |
| Q13. | Should consent to accept electronic originals be required? In this respect, should there be any distinction between Government agencies and private persons or entities, and if yes, what differences should there be? For example, should Government agencies be presumed to accept electronic originals unless they have opted out of doing so, as proposed in section 9A(4) in Annex B? Would your views differ if, instead of a single provision on electronic originals, there are specific provisions on the use of electronic communications in different situations? (See paragraphs 4.12.10 to 4.12.12). | It is preferred that consent of an individual be sought to accept electronic originals due to the varying levels of computer literacy and understanding of electronic communication/documents. Consent to accept electronic originals should also be sought between government agencies and private entities even when specific provisions for different situations are established.  |

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| Q14. | Proposed sections 9 and 9A of the ETA359 require compliance with any additional technical requirements as to form and procedure that Government agencies may have in relation to the acceptance of electronic originals. Should there be express requirements to comply with such additional technical requirements in the case where the intended recipient of electronic originals is not a Government agency? Would your views differ if, instead of a single provision on electronic originals, there are specific provisions on the use of electronic communications in different situations? (See paragraphs 4.12.13 to 4.12.16) | Any additional technical requirements that should be complied with needs to be expressed for a recipient who is not a government agency even where there are specific provisions on the use of electronic communications in different situations.   |
| Q15  | Do you agree that the definition of an electronic signature should not require such a signature to fulfill both an identification as well as an approval function?   | Agree that the definition of an electronic signature need not fulfill both identification and approval functions to facilitate identification of a person in electronic communication.  |
| Q16. | Do you agree that a general provision providing for the functional equivalence of electronic signatures to handwritten signatures (e.g. section 8) should not contain any reliability requirement?   | If the purpose is to promote the use of electronic communication, a general provision without specifying any reliability requirement would serve this purpose. However, if the electronic signatures are to be used and considered as binding for financial transactions, then specifying "reliability requirements" would offer more protection for the man-in-the-street. |
| Q17. | Should any laws imposing a signature requirement be clarified by prescribing the requirements as to reliability that should apply to electronic signatures? If yes, please state the legal requirement (e.g. Civil Law Act, section 6) and describe the standard that should be required of electronic signatures in order to satisfy that legal requirement.  | The reliability requirements for electronic signatures should at least cover what is prescribed for "secure electronic signatures" in the draft Convention (ref your annotation no. 278). Such requirements especially those of a technical nature could be described in more details in the ETR.   |
| Q18. | What difficulties or benefits do you foresee if the provisions of article 9(4) and (5) of the draft convention (relating to originals) are adopted in the ETA?   | The benefits of electronic originals would include the speed at which the e-originals are accessible to several parties. However, issues of data integrity, security, confidentiality and privacy would then become more critical and would have to be resolved.  |
| Q19. | Do you have any comments on proposed section 9A in Annex B? Do you agree with the criteria for acceptance of electronic originals in proposed section 9A(1) and (2) in Annex B?  | Undoubtedly, integrity of the information is paramount in relation to electronic originals. However, the issues of confidentiality, security and privacy should also be addressed in the provision of electronic originals. Also, what constitutes "reliable assurance" has to be defined/elaborated upon.  |

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| Q20. | What difficulties or benefits do you foresee if the provisions of Article 10 of the draft Convention (relating to time and place of dispatch and receipt of electronic communications) are adopted in the ETA? | The provisions of Article 10 give a more appropriate description of the time of dispatch and receipt. The revised provision would address the situations where notification periods were "lost" or shortened due to an electronic communication being stuck within the originator's system or the recipient was not aware or could not retrieve the electronic communication.  |
| Q21. | What difficulties or benefits do you foresee if the provisions of Article 11 of the draft Convention (relating to invitation to make offers) are adopted in the ETA?   | We have no further comments.   |
| Q22. | What difficulties or benefits do you foresee if the provisions of Article 12 of the draft Convention (relating to automated message systems) are adopted in the ETA?   | Adoption of the provisions of Article 12 could promote the use of automated message systems that required few manual interactions. This could also mean that there would be fewer opportunities to detect or rectify an erroneous transaction while it was being processed. How changes, authorised and unauthorised, made to the automated message system during the contracting period be controlled and identified to protect the interest of natural persons who contract with the system. |
| Q23. | What difficulties or benefits do you foresee if the provisions of Article 14 of the Convention (relating to Error in Electronic Communication) are adopted in the ETA?   | We have no further comments.   |
| Q24. | What exclusions from the applicability of the Convention do you propose in the context of Singapore? Please specify legislative provisions affected where relevant. (See paragraphs 5.16.9 to 5.16.11)         | We have no further comments.   |
| Q25. | Do you agree that Singapore should not adopt any of the limitations in article 18(1)? (See paragraph 5.16.12)  | We have no further comments.   |
| Q26. | Should sections 13, 14 and 15 in Part IV of the ETA be allowed to apply to non-contractual transactions? (See Part 5.17.1 to 5.17.3)   | This would depend on the nature of the non-contractual transactions and acceptance by the parties involved.  |
| Q27. | Do you have any comments on whether any of the provisions of the Convention should apply to non-contractual transactions? (See Part 5.17.4 to 5.17.7)  | Application of the provisions to non-contractual transactions could be reviewed in the near future depending on the support and use by the industry of electronic communication/transactions arising from the proposed amendments.   |