

ASGARDIA

PARLIAMENT



Asgardia E-Commerce Act

Third Reading

Edition: 0007 (August 10, 2023)

Core Principles

In Asgardia, most commerce will be done by digital electronic means. Asgardia primarily engages in relations with other Nations through E-Commerce. The purpose of this legislation is to establish a framework that ensures:

1. Fair, efficient, non-discriminatory, and informed electronic commerce between Earth and Asgardia.
2. Policies that promote consumer, business, and marketplace confidence.
3. a framework similar to that of the United Nations E-Commerce Model Law.
4. Transparency, sustainability, and adaptability to foster productive business environments and economic growth.

Articles

1. Application in Electronic Commerce (E-Commerce)

1.1. This Act applies to any process involving commercial activities using electronic digital data communications through methods that read, accept, transmit, store, or receive these communications.

1.2 This provision does not override any rule of law intended to protect consumers.

1.3 This provision does not override any rule of law within individual Countries, States, or Nations that may put additional limitations or conditions concerning E-commerce transactions conducted within their borders, no matter where that transaction started.

1.4 The term "commercial" shall be understood to cover matters arising from all relationships of a commercial nature, whether contractual or implied. Associations of a commercial nature can include, but are not limited to:

- a) any trade transaction for the supply or exchange of goods or services;
- b) distribution agreements;

c) commercial representation or agency involved in data manipulation, manufacturing, leasing, constructing, consulting, engineering, licensing, security, investments; financial transactions; indemnification; exploitation agreements or concessions; joint ventures, and other business cooperation; carriage of goods, or transportation by space, air, sea, rail, or road, whether by an electronic or physical means.

2. Communications in Electronic Commerce

2.1. All electronic transaction issues are governed by the regulatory means, agreed upon or implied, by all actors engaged in such marketing.

2.2. All electronic communications shall have the same rights and privileges as written communications and must have a transparent and straightforward meaning and understanding between parties. This provision includes electronic signatures.

2.3. In cases where E-commerce communications origins are in question, the transactions should follow mutually internationally respected governance unless otherwise specified by Asgardian Laws.

2.4. No transaction or communication shall violate the protections within Asgardia Law.

3. Involvement in Electronic Commerce

3.1. All Asgardians involved in electronic commerce must respect and adhere to the laws, codes, agreements, or treaties of all parties involved in electronic commerce.

4. The Minister of Trade and Commerce - the Minister - shall establish an Asgardia Electronic Commerce Policy.

4.1. This policy must include systems of administration and implementation appropriate for the timeline progression.

4.2. This policy may include agencies, organizations, duty appointments, fees, or any other measure needed for implementation and management.

4.3. With Trade and Commerce Ministry approval, Asgardia Commerce Policy can be implemented through codes, standards, contract agreements, or other agencies within the Space Kingdom of Asgardia.

4.4. This policy must stay within the scope of the Asgardia Constitution.

5. Data Messaging in Electronic Commerce

5.1. Data messaging shall be considered information generated, sent, received, or stored by electronic, magnetic, optical, vocal, or similar means. This information shall be regarded as original and accepted for all purposes needed unless a reasonable determination can be made that it has been altered by parties outside the realm of those for whom the information was generated.

5.2. Authentic electronic data messages shall be considered legally valid and contractually enforceable.

6. Retention in E-Commerce Data Messages

6.1. Where the law requires retaining certain documents, records, or information, that requirement is met by keeping data messages, provided that the following conditions are satisfied:

- a) the information is accessible for subsequent reference; and
- b) the data message is retained in the format in which it was generated, sent, or received, or in a form which can be demonstrated to represent accurately the original version of the communication; and
- c) such a message identifies its origin, destination, and the date and time it was sent or received.

6.2. A person may satisfy the requirement referred to in paragraph (6.1) by using the services of any other person, provided that the conditions outlined in subparagraphs (a), (b), and (c) of paragraph (6.1) are met.

7. Attribution in E-Commerce Data Messages

7.1. A data message is deemed to be that of the originator if it was sent:

- a) by a person or means that had the authority to act on behalf of the originator; or
- b) by a consignee or consignor authorized by the originator.
- c) A computing system programmed by, or on behalf of, the originator to operate automatically.

7.2. An addressee is entitled to regard a data message as being that of the originator, and to act on that assumption, if:

- a) the addressee correctly applies a procedure previously agreed to by the originator to indicate the origin; or
- b) the addressee correctly applies an understanding of the relationship between the source of the message and the originator or agent of the originator.

7.3. Paragraph (7.2) does not apply:

- a) from such time when the addressee has received notice from the originator that the data message is not authentically from the originator; or
- b) when it could be reasonably assumed that the addressee knew or should have known that the data message was not that of the originator.

7.4. Where a data message is reasonably assumed to be that of the originator, the addressee is entitled to act on that assumption. The addressee is not so allowed when they knew or should have known the transmission was erroneous or fraudulent.

7.5. The addressee is entitled to regard each data message received as a separate data message and to act on that assumption, except when it is reasonable to assume that it represents a duplicate of a previously received message.

8. E-Commerce Receipt Acknowledgement

8.1. Paragraphs (8.2) to (8.4) of this article apply where, on or before sending a data message or through that data message, the originator has requested or agreed with the addressee that receipt of the data message is acknowledged.

8.2. Where the originator has not agreed with the addressee that acknowledgment be given in a particular form or by a specific method, a disclosure may be provided 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.

8.3. Where the originator has stated the data message is conditional on receipt of an acknowledgment, it is treated as though it has been sent only once received.

8.4. Where the originator has not stated the data message is conditional on receipt of an acknowledgment, or the originator has not received the disclosure within a specified or agreed period, the originator:

- a) may give notice to the addressee stating no acknowledgment has been received and specify a reasonable time by which the disclosure must be obtained; and
- b) may, upon notice to the addressee, treat the data message as though it had never been sent.

8.5. Where the originator receives the addressee's acknowledgment of receipt, it is presumed that the addressee received the related data message.

9. Time and Place of Dispatch and Receipt in E-Commerce Data Messages

9.1. Unless otherwise agreed between the originator and the addressee, the dispatch of a data message occurs when it enters an information system outside the originator's control or of the person who sent the data message on behalf of the originator.

9.2. 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 to receive data messages when the data message enters the designated information system; or
- b) if the data message is sent to an addressee's information system that is not the designated information system when the addressee retrieves the message.
- c) if the addressee has not designated an information system, receipt occurs when the data message enters an information system of the addressee.

9.4. Unless otherwise agreed between the originator and the addressee, a data message is dispatched from the originator's place of business and is considered to be received at the location where the addressee has their place of business. The originator and addressee's place of business can be any digital or physical location.

10. E-Commerce Carriage of Goods

10.1. for the purpose of legal definition, the process of carriage of goods activity includes, but is not limited to:

- a) Issuing receipts, bills, purchase orders, air waybills, export packaging lists, delivery notes, or similar communication between a consignor and consignee.
- b) Confirmation of actions during the processing of the goods.
- c) Notification of contractual conditions.
- d) Instructional information.
- e) Claim of delivery.
- f) Notices of special conditions to transport, receive, or store goods and related matters concerning environments, locations, or conditions.

11. Transport of Electronic Commerce Documentation and authentication

11.1. Transport of any documents, messages, data, or information used for trade and commerce is authorized through an electronic means unless:

- a) Either the originator, addressee, consignor, or consignee specifically wants or requires such transport to be covered by a non-electronic means; or
- b) The geographical locations during cross-border transactions have specific transport requirements contrary to electronic means.

11.2. In the event that those involved in transactions indicate unfulfilled obligations under specific governmental guidelines or regulatory requirements or the possibility of fraudulent practices, the transaction must be authenticated by the highest level of

authority related to the transaction or originators, addressees, consignees, and consignors.