

*Article 15.14***Forbearance**

The Parties recognise the importance of a competitive market to achieve legitimate public policy objectives for telecommunications services. To this end, and to the extent provided in its law, each Party may refrain from applying a regulation to a telecommunications service when, following analysis of the market, it is determined that effective competition is achieved.

*Article 15.15***Relation to other chapters**

If there is any inconsistency between this Chapter and another Chapter, this Chapter prevails to the extent of the inconsistency.

*CHAPTER SIXTEEN****Electronic commerce****Article 16.1***Definitions**

For the purposes of this Chapter:

delivery means a computer program, text, video, image, sound recording or other delivery that is digitally encoded; and

electronic commerce means commerce conducted through telecommunications, alone or in conjunction with other information and communication technologies.

*Article 16.2***Objective and scope**

1. The Parties recognise that electronic commerce increases economic growth and trade opportunities in many sectors and confirm the applicability of the WTO rules to electronic commerce. They agree to promote the development of electronic commerce between them, in particular by cooperating on the issues raised by electronic commerce under the provisions of this Chapter.

2. This Chapter does not impose an obligation on a Party to allow a delivery transmitted by electronic means except in accordance with the Party's obligations under another provision of this Agreement.

*Article 16.3***Customs duties on electronic deliveries**

1. A Party shall not impose a customs duty, fee, or charge on a delivery transmitted by electronic means.

2. For greater certainty, paragraph 1 does not prevent a Party from imposing an internal tax or other internal charge on a delivery transmitted by electronic means, provided that the tax or charge is imposed in a manner consistent with this Agreement.

*Article 16.4***Trust and confidence in electronic commerce**

Each Party should adopt or maintain laws, regulations or administrative measures for the protection of personal information of users engaged in electronic commerce and, when doing so, shall take into due consideration international standards of data protection of relevant international organisations of which both Parties are a member.

*Article 16.5***General provisions**

Considering the potential of electronic commerce as a social and economic development tool, the Parties recognise the importance of:

- (a) clarity, transparency and predictability in their domestic regulatory frameworks in facilitating, to the maximum extent possible, the development of electronic commerce;
- (b) interoperability, innovation and competition in facilitating electronic commerce; and
- (c) facilitating the use of electronic commerce by small and medium sized enterprises.

*Article 16.6***Dialogue on electronic commerce**

1. Recognising the global nature of electronic commerce, the Parties agree to maintain a dialogue on issues raised by electronic commerce, which will address, among other things:

- (a) the recognition of certificates of electronic signatures issued to the public and the facilitation of cross-border certification services;
- (b) the liability of intermediary service suppliers with respect to the transmission, or the storage of information;
- (c) the treatment of unsolicited electronic commercial communications; and
- (d) the protection of personal information and the protection of consumers and businesses from fraudulent and deceptive commercial practices in the sphere of electronic commerce.

2. The dialogue in paragraph 1 may take the form of exchange of information on the Parties' respective laws, regulations, and other measures on these issues, as well as sharing experiences on the implementation of such laws, regulations and other measures.

3. Recognising the global nature of electronic commerce, the Parties affirm the importance of actively participating in multilateral *fora* to promote the development of electronic commerce.

*Article 16.7***Relation to other chapters**

In the event of an inconsistency between this Chapter and another chapter of this Agreement, the other chapter prevails to the extent of the inconsistency.