

Electronic Transactions Act

Trinidad and Tobago

Electronic Transactions

Definitions of Data:

“data” means the content, including but not limited to the text, images or sound, which make up a data message

Main Focus of Document:

Gives legal effect to electronic documents, electronic records, electronic signatures and electronic transactions

Target Beneficiaries or Sectors:

N/A

Key Elements:

Key elements of the Act include: 5. This Act shall be construed consistently with what is commercially reasonable under the circumstances and to give effect to the following purposes to: (a) facilitate electronic transactions; (b) facilitate electronic commerce, to eliminate barriers to electronic commerce resulting from uncertainties over writing and signature requirements, and to promote the development of the legal and business infrastructure necessary to implement secure electronic commerce; (c) facilitate electronic filing of documents with public bodies, and to promote efficient delivery by public bodies of services by means of reliable electronic records; (d) help to establish uniformity of rules, regulations and standards regarding the authentication and integrity of electronic records; and (e) promote public confidence in the integrity and reliability of electronic records and electronic commerce, and to foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to correspondence in any electronic medium.

8. Information or a record in electronic form or a data message shall not be denied legal effect, admissibility or enforceability solely on the grounds that it is: (a) rendered or made available in electronic form; or (b) not contained in the information, data message, or record in electronic form purporting to give rise to such legal effect but is referred to in that information, data message or record.
9. The legal requirement that information, a record or a data message be in writing, is satisfied where that information, record or data message is presented in electronic form.
10. In the context of contract formation: (a) an offer or the acceptance of an offer or any other matter that is material in the operation or formation of a contract may be expressed by means of information or record in electronic form or a data message; and (b) the fact that a transaction is conducted in electronic form or that information or a record of the negotiation or formation of a contract is in electronic form does not affect, validity or enforceability.
11. Parties to an electronic transaction may agree to the use of a particular method or form of electronic signature, unless otherwise provided by written law.

Consumer Protection

55. (1) A person using electronic means to sell to sell goods or services to consumers shall provide accurate, clear and accessible information about themselves, sufficient to allow: (a) the legal name of the person, its principal geographic address, and an electronic means of contact or telephone number; (b) prompt, easy and effective consumer communication with the seller; and (c) service of legal process. (2) A person using electronic means to sell goods or services to consumers shall provide accurate and accessible information describing the goods or services offered, sufficient to enable consumers to make an informed decision about the proposed transaction and to maintain an adequate record of the information. (3) A person using electronic means to sell goods or services to consumers shall, before the conclusion of the electronic contract based on such transaction, provide the following information to consumers in respect of such electronic contract: (a) the terms conditions and methods of payment; (b) the details of, and conditions and policies related to, privacy, withdrawal, termination, return, exchange, cancellation and refunds; (c) the arrangements for delivery or performance; and (d) a copy of the contract for the consumer in a format that can be retained.

56. Before entering into an electronic contract requiring the issuance of a qualified electronic authentication product, an Electronic Authentication Service Provider shall inform the party seeking the electronic authentication product in writing of the following: (a) the terms and conditions concerning the use of the electronic authentication product, including any limitations on its scope or amounts; (b) any requirements concerning storage and protection of the signature-creation data by the signatory; (c) the cost of obtaining and using the electronic authentication product and of using the other services of the Electronic Authentication Service Provider; (d) whether the Electronic Authentication Service Provider is accredited; and (e) procedures for settlement of complaints.
57. A consumer who is not provided with the information required by sections 55 and 56 has the right to rescind the contract within thirty

calendar days provided that the consumer has not received any material benefit from the transaction.

58. (1) Any person who sends unsolicited commercial communications through electronic media to consumers in Trinidad and Tobago or knowingly uses an intermediary or a telecommunications service provider in Trinidad and Tobago to send unsolicited electronic correspondence to consumers, shall provide the consumer with a clearly specified and easily activated option to opt out of receiving future communications. (2) A person who contravenes subsection (1) commits an offence.

Authentication Data Data privacy Digital infrastructure Digital signature Electronic commerce Electronic records

Policy/regulation mirrored:

Countries: