

We Abdallah II Ibn El Hussein, King of the Hashemite Kingdom of Jordan, after taking cognizance of Paragraph (1) of Article (94) of the Constitution and pursuant to the decision made by the Council of Ministers on 11 December 2001, endorse, in accordance with Article (31) of the Constitution, the following provisional Law and order its issuance, execution and addition to the Laws of the State, provided that it is submitted to Parliament at the first meeting it holds.

## ELECTRONIC TRANSACTIONS LAW NO (85) OF 2001.

### Article (1)

This Law shall be called the “Electronic Transactions Law” and shall be put into effect after the lapse of three months from the date of its publication in the Official Gazette.

### Article (2)

The following words and expressions, wherever stated in this Law, shall have the meanings assigned thereto hereunder unless the context provides otherwise:

<b>Transactions:</b>	Procedure/s, applied between two parties or more for establishing obligations upon one party, or mutual obligations between more than one party in relation to a business transaction, or a civil obligation, or a relationship with any government department.
<b>Electronic Transactions:</b>	Transactions implemented by electronic means.
<b>Electronic:</b>	The technique of the use of electrical, magnetic, photic or electro-magnetic means or any other similar means in the interchange and storage of information.
<b>Information:</b>	Data, texts, pictures, illustrations, sounds, symbols, databases, computer software and the like.
<b>Electronic Data Interchange (EDI):</b>	Electronic transfer of information from one person to another using information systems
<b>Data Message:</b>	Information generated, sent, received or stored by electronic or similar means, including Electronic Data Interchange (EDI), or the exchange of electronic mail, telegram, telex or telecopy.

<b>Electronic Record:</b>	Data messages, contracts, or records generated, sent, received or stored by electronic means.
<b>Electronic Contract:</b>	Agreement formed by electronic means, in whole or in part.
<b>Electronic Signature:</b>	Electronic, numeric or photic data or others taking the shape of letters, numbers, symbols, or signs, or the like in a data message or added or related thereto, having a shape identifying the person who formed or distinguished it from others for reasons of the person's signature and the approval of content.
<b>Information System</b>	The electronic system used to generate data messages or sending or receiving or storing/ saving or preparing by other means.
<b>Electronic Intermediary:</b>	The computer software or any other electronic means used for implementing a procedure or responding thereto for the purpose of generating, sending, or receiving a data message without any personal interference.
<b>Originator:</b>	A person, who by himself, or deputizing for another person, generates or sends a data message before the message is received or stored by the addressee.
<b>Addressee:</b>	The person who is intended by the originator to receive the data message.
<b>Authentication Procedures:</b>	The procedures followed for the purpose of verifying that the electronic signature or electronic record has been implemented by a certain person, or tracking alterations and errors committed in the electronic record after its establishment, including algorithms, symbols, identifying words and numbers, deciphering, decryption and any other means or procedures that are conducive to the achievement of the required objective.
<b>Authentication Certificate:</b>	The certificate issued by the competent licensing authority for the purpose of verifying electronic signature of a specific person in accordance with the approved authentication procedures.
<b>Identification Symbol:</b>	The symbol specified by the competent licensing authority for the purpose of

	authenticating electronic contracts of the person for the use thereof by the addressee for the purpose of distinguishing the records issued by that person or others.
<b>Financial Institution</b>	Licensed bank or financial institution allowed to make financial transfers in accordance with the provisions of the Laws in force.
<b>Illegal Record:</b>	Any financial record on the client's account as a result of an electronic message sent in the client's name without his knowledge, approval or authorization thereof.

## Chapter 1: General Provisions

### Article (3)

- A- The aim of this Law is to facilitate the use of electronic means in transactions' procedures, with due regard to all other Laws and without amending or deleting any of these provisions.
- B- International commercial customs involving electronic transactions and the scale of progress in the techniques of interchange thereof shall be taken into account at the application of the provisions of this Law.

### Article (4)

The provisions of this Law shall apply to the following:

- A- Electronic transactions, electronic records, electronic signatures and any electronic data messages.
- B- Electronic transactions approved by any governmental department or official institutions, in whole or in part.

### Article (5)

- A- Unless a provision in this Law states otherwise, the provisions of this Law shall apply to the transactions on which the parties thereto agree to implement the transactions thereof through electronic means.
- B- For the purposes of this Article, agreement between certain parties to proceed with specific transactions by means of electronic methods shall not be binding to other transactions.

### Article (6)

**The provisions of this Law shall not apply to:**

- A- Contracts, instruments or documents that are drafted in accordance with special legislation in a certain format or in accordance with specific measures, such as the following:
  - 1- Establishing and amending wills.**
  - 2- Establishing and amending the conditions of the Waqf.**
  - 3- Transactions disposing of immovable property, including agencies pertaining thereof, their title deeds, and establishing real rights, excluding lease contracts.**
  - 4- Agencies and transactions relating to civil status.**
  - 5- Notices relating to canceling or revoking water, electricity, health insurance and life insurance contracts.**
  - 6- Bills of indictment, court proceedings, judicial notification notices and courts decisions.****
  
- B- Securities, unless provided under special regulations issued by the competent authorities in accordance with the Securities Law in force.**

## **Chapter 2: Electronic Records, Contracts, Messages and Signatures**

### **Article (7)**

- A- The electronic records, contracts, messages, and signatures shall be considered to produce the same legal consequences resulting from the written documents and signatures in accordance with the provisions of the Laws in force in terms of being binding to the parties concerned or in terms of fitness thereof as an evidential weight.**
  
- B- The legal consequence stated in Paragraph (A) of this Article shall not be excluded for reasons of conducting the transaction by electronic means so long as it complies with the provisions of this Law.**

### **Article (8)**

- A- The electronic record shall fulfill its evidential weight and shall have the strength of the original copy if it fulfills the following conditions:
  - 1. That the information stated in that record may be retained and stored and may be referred to at any time.**
  - 2. The possibility of retaining the electronic record in the form it had been generated, sent, received or in****

any form that may prove that it accurately represents the information stated in the record during the generation, sending or receiving thereof.

3. That the information stated in the record is enough to verify its origin, receiving and sending parties and the date and time of sending and receiving.

B- The conditions stated in Paragraph (A) of this Article shall not apply to the information contained in the record if the purpose of this information is to facilitate the sending or receiving of the information.

C- The originator or the addressee may use a third party to fulfill the requirements of Paragraph (a) of this Article.

#### Article (9)

A- If the parties agree on conducting the transaction through electronic means and where the legislation requires presenting, sending or receiving information to a third party in writing, the submission, sending or receipt of the information through electronic means shall fulfill the requirements of such legislation if the addressee is capable of typing and storing this information and referring back thereto at a subsequent time through the accessible means.

B- If the sender impedes the possibility of typing, storing and retaining the electronic record by the addressee, the record shall not be binding to the addressee.

#### Article (10)

A- When legislation, in force, requires a written signature on the document or provides consequences for lack of signature, that requirement is met by the presence of the electronic signature on the electronic record.

B- The validity of the signature shall be proven and attributed to the person signing the electronic record when there is a method to identify that person and to indicate his approval of the information contained in the electronic record that carries his signature, if that method is reliable for this purpose in light of the circumstances relating to the transaction, including the parties' agreement to using this method.

#### Article (11)

An electronic record may be retained if any legislative provision in force stipulates the retention of a written document for the purpose of documentation, evidence, auditing or any other similar objective, unless legislation thereafter stipulates that the record must be retained in writing.

#### Article (12)

**The provisions stated in Articles (7) to (11) of this Law may not be binding in the following cases:**

- A- If the legislation in force requires that a certain information be sent or presented to any related person in writing and the legislation allows agreement to the contrary.**
- B- If there is agreement to send or present specific information through class mail, courier mail or surface mail.**

**Article (13)**

**The electronic message shall be considered as a means of expressing the will legally admissible for offer or acceptance for contractual intent.**

**Article (14)**

**The electronic message shall be deemed to be issued by the originator if it was sent by the originator or through a person working on his behalf, for his account and in the originator's name, or through an electronic intermediary.**

**Article (15)**

**A- The addressee is entitled to regard the message as issued by the originator and shall act on such if one of the following conditions is met:**

- 1- If the addressee uses an information system, which he has previously agreed to with the originator for that purpose so as to verify that the electronic message was issued by the originator.**
- 2- If the message received by the addressee was the result of procedures carried out by a person subordinate to the originator or a person acting on his behalf, provided that this person is authorized to have access to the electronic method used by either one to determine the originator's identity.**

**B- The provisions of Paragraph (A) of this Article shall not apply in the following two cases:**

- 1- If the addressee has received a notice from the originator informing him that the electronic message was not issued by him. The addressee shall act on the grounds that the message was not issued by the originator. The originator shall be liable to any claims prior to the notice.**
- 2- If the addressee knew or had the capability to know that the message was not issued by the originator.**

**Article (16)**

- A- Where the originator has requested in the electronic message or has agreed with the addressee to acknowledge receipt of that message, the addressee's sending of such acknowledgement through electronic means or any other means or taking any action or measures thereby indicating the receipt of the message shall be deemed as fulfillment of that request or agreement.**
- B- Where the originator has stated that the consequence of the electronic message is conditional to his receipt of acknowledgement from the addressee that he has received that message, the message shall be treated as though it has never been sent until the acknowledgement is received.**
- C- Where the originator has requested from the addressee an acknowledgement of receipt and has not specified a time limit for such and where the originator has not made the consequence of the electronic message conditional to his receipt of such acknowledgement, the originator may, if he has not received acknowledgement within a reasonable time, give notice to the addressee to send the acknowledgement within a specified time. If the originator does not receive acknowledgement within the specified time, the message shall be deemed null and void.**
- D- The receipt of acknowledgement does not in itself constitute proof that the content of the message received by the addressee corresponds to the content of the message sent by the originator.**

#### **Article (17)**

- A- Unless otherwise agreed between the originator and the addressee, the dispatch of a data message shall occur when it enters an information system outside the control of the originator or the person who sent the data message on behalf of the originator.**
- B- If the addressee has designated an information system for the purpose of receiving electronic messages, the message shall be deemed to have been actually received upon its entry into such a system. However, if the message is sent to a system other than the designated system, the message shall be deemed to have been received upon the addressee's retrieval of the message for the first time.**
- C- If the addressee has not designated an information system for the purpose of receiving electronic messages, the message shall be deemed to have been received at the time of the message's entry into any information system belonging to the addressee.**

#### **Article (18)**

- A- Unless otherwise agreed between the originator and the addressee, the electronic message shall be deemed to be dispatched at the place where the originator has its place of business, and shall be deemed to be received at the place where the addressee has its place of business. If neither one has a place of business, its habitual residence shall be deemed to be its place of business.**
- B- Where the originator or the addressee has more than one place of business, the place of dispatch or receipt shall be that which has the closest relationship to the underlying transaction. When it becomes impossible to be preponderant, the principal place of business shall be deemed to be the place of dispatch or receipt.**

### **Chapter 3: Transferable Electronic Documents**

#### **Article (19)**

- A- An electronic document shall be transferable if the conditions of a negotiable bond apply thereto in accordance with the provisions of the Commercial Law with the exception of the condition pertaining to writing, provided that the drawer has approved its negotiability.**
- B- If the data contained on both sides of the check can be repossessed, then maintaining the check electronically in accordance with the provisions of Article (8) of this Law shall be deemed a legal procedure.**
- C- Articles (20), (21), (22), (23) and (24) of this Law, shall not apply to electronic checks unless approved by the Central Bank of Jordan according to regulations issued for this purpose.**

#### **Article (20)**

**The holder of a bond shall have the authority over the transferable bond if the information system used to generate the bond was qualified to prove the transfer of the right of that bond and to enable the verification of the identity of the transferee or beneficiary.**

#### **Article (21)**

- A- The information system shall be deemed to be qualified to prove the transfer of the right of the bond in application of the provisions of Article (20) of this Law if such a system allows for the generation, maintenance and transfer of the electronic bond and if the following two conditions combined are met:
  - 1- That the approved copy of the transferable bond is absolutely unalterable, with due regard to the provisions of Paragraph (C) of this Article.****

2- That the approved copy of the bond indicates the name of the person to whose benefit the bond was drawn, that the bond is transferable and that the name of the beneficiary is shown.

B- The approved copy shall be sent and retained by the person who owns the right thereto or the person with whom the copy is deposited for the benefit of the bond's rightful owner.

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- 1- A revised copy taken from the transferable bond on which an alteration or addition thereto was introduced with the approval of the rightful owner of the bond shall be approved.
- 2- Each revised copy of the bond shall be marked whether or not it was approved.
- 3- Each copy taken from the approved copy should be identified as a copy identical to the approved copy.

#### Article (22)

Unless otherwise agreed, the holder of an electronic bond shall be the rightful owner of a transferable bond and shall enjoy all the rights and claims entitled to the holder of the ordinary bond defined in the legislation in force if all conditions thereof are met.

#### Article (23)

The debtor of a transferable bond shall enjoy all the rights and claims enjoyed by a debtor of a paper transferable bond.

#### Article (24)

If a person objects to executing a transferable bond, the person requesting the execution must submit sufficient evidence that he is the true holder of that bond. The foregoing evidence may include the presentation of the approved copy of the transferable bond and the records of the other commercial activities relating to that bond in order to verify the bond's conditions and the identity of its holder.

### Chapter 4: Electronic Transfer of Funds

#### Article (25)

The transfer of funds through electronic means shall be deemed as an acceptable method of payment. This Law shall in no way affect the rights of persons stipulated in other relevant Laws in force.

#### Article (26)

**Each financial institution engaged in the electronic transfer of funds in accordance with the provisions of this Law and the regulations issued thereto shall comply with the following:**

- A- Act in compliance with the Central Bank of Jordan Law, the Banks Law, and all relevant regulations and instructions issued thereto.**
- B- Take the measures that can guarantee that safe services are offered to clients and that banking confidentiality is maintained.**

#### **Article (27)**

**The client shall not be deemed responsible for any illegal recording in his account through electronic transfer that occurred after he has notified the financial institution that others might have accessed his account, or that he has lost his card, or that others might have known his own identification number, provided that he had requested the institution for the cessation of the electronic transfer method.**

#### **Article (28)**

**Notwithstanding the provisions stated in Article (27) of this Law, the client shall be deemed responsible for any illegal use of his account through electronic transfer if it becomes evident that his negligence has significantly contributed to such a situation and that the financial institution has performed its duties to forestall any illegal use thereof.**

#### **Article (29)**

**The Central Bank of Jordan shall issue the instructions for regulating the electronic transfer of funds, including the approval of the electronic means of payment, verification of the documents pertaining to an illegal transfer, correction of errors, disclosure of information and any other matters relevant to the electronic banking activities, including information that financial institutions should provide to the Central Bank.**

### **Chapter 5: Authentication of the Record and Electronic Signature.**

#### **Article (30)**

- A- For the purposes of verification that the electronic record has not been altered for a specific period of time, the record shall be considered as authenticated from the date of verification thereof if the verification is done through the approved authentication procedures or the commercially acceptable authentication procedures agreed upon by the pertinent parties.**

**B- For the purposes of considering the authentication procedures commercially acceptable, the commercial circumstances of the parties to the transaction should be taken into consideration when these procedures are applied. These circumstances shall include the following:**

- 1- The nature of the transaction.**
- 2- The level of acknowledgment of each party to the transaction.**
- 3- The volume of similar commercial transactions to which each party has been connected.**
- 4- The availability of alternative procedures which one of the parties refused to use.**
- 5- The cost of the alternative procedures.**
- 6- The customary procedures for such a transaction.**

#### **Article (31)**

**If as a result of applying the authentication procedures in use, it becomes evident that these procedures were approved or commercially accepted or agreed upon between the parties, the electronic signature shall be considered as being authentic if it has the following attributes:**

- 1- If it is unique in its connection to the pertinent person.**
- 2- Sufficient to identify its owner.**
- 3- Generated in a manner or means specific to that person and under his control.**
- 4- Connected to the record related thereto in a way that does not allow modification to that record after signing such without altering the signature.**

#### **Article (32)**

**A- Unless proven otherwise, it is assumed that:**

- 1- The authenticated electronic record has not been altered or modified since the date of the authentication procedures.**
- 2- The authenticated electronic signature has been issued by the person to whom it is attributed and was encrypted thereby to indicate his approval of the document's content.**

**B- If the electronic record or signature was not authenticated, it shall not have any legal effect.**

#### **Article (33)**

**The electronic record or any part thereof that carries an authenticated electronic signature shall be deemed an authenticated record for the whole record or that part as the case may be, if the signature was generated during the validity of the approved authentication certificate and was verified through compliance with the general identification number indicated in that certificate.**

#### **Article (34)**

**The authentication certificate that indicates the general identification number shall be approved in the following cases:**

- A- If it is issued by a competent or licensed authority.**
- B- If it is issued by a competent or licensed authority in another country recognized by Jordan.**
- C- If it is issued by a governmental department or institution or body legally authorized for this purpose.**
- D- If it is issued by a body which the transaction's parties agreed to approve.**

#### **Chapter 6: Penalties**

#### **Article (35)**

**Every person who establishes, publishes, or submits an authenticated certificate for an illegal or fraudulent objective, shall be subject to a penalty of imprisonment for a minimum period of three months and a maximum period of no more than two years, or a fine of no less than JD3000 and no more than JD10000, or both penalties.**

#### **Article (36)**

**Any person who presents to an institution engaged in the authentication of documents, faulty information under the intent of issuing, invalidating, or canceling an authenticated certificate shall be subject to a penalty of imprisonment for a period of no less than one month and no more than six months or a fine of no less than JD1000 and no more than JD5000, or both penalties.**

#### **Article (37)**

**Any institution engaged in the authentication of documents shall be penalized by the payment of a fine amounting to JD50000 if it submits faulty information in the registration application, or discloses the secrets of any client, or violates the regulations and instructions that are issued in accordance with this Law.**

#### **Article (38)**

**Any person who commits an act that constitutes a crime pursuant to the legislation in force through the use of electronic means, shall be penalized by imprisonment for no less than three months and no more than one year, or a fine of no less than JD3000 and no more than JD10000, or both. He shall be penalized with the harsher penalty if the prescribed penalties in such legislation are harsher than the penalty prescribed in this Law.**

## **Chapter 7: Final Provisions**

### **Article (39)**

**The Council of Ministers shall issue the decisions necessary for the implementation of the provisions of this Law and the tasks assigned thereto.**

### **Article (40)**

**The Council of Ministers shall issue all regulations needed for the execution of the provisions of this Law, including the following:**

- A- Fees collected by any government department or official institution for processing any electronic transactions.**
- B- The procedures related to the issuance of authenticated certificates and the competent authority thereof as well as the fees that are collected for this purpose.**

### **Article (41)**

**The Prime Minister and Ministers shall be responsible for the implementation of the provisions of this Law.**

**11 December 2001**

**Abdallah II Ibn El Hussein**