

1996 年聯合國國際貿易法委員會 電子商務示範法

1996 年 12 月 16 日 通過； 1998 年增訂第 5 條之一

1996 UNCITRAL Model Law on Electronic Commerce 16 December 1996 with additional article 5 as adopted in June 1998

1996/1998 UNCITRAL-EC

Part one Electronic commerce in general

Chapter I General provisions

Article 1 Sphere of application

This Law applies to any kind of information in the form of a data message used in the context of commercial activities.

Article 2 Definitions

For the purposes of this Law:

- (a) “Data message” means information generated, sent, received or stored by electronic, optical or similar means including, but not limited to, electronic data interchange (EDI), electronic mail, telegram, telex or telecopy;
- (b) “Electronic data interchange (EDI)” means the electronic transfer from computer to computer of information using an agreed standard to structure the information;
- (c) “Originator” of a data message means a person by whom, or on whose behalf, the data message purports to have been sent or generated prior to storage, if any, but it does not include a person acting as an intermediary with respect to that data message;
- (d) “Addressee” of a data message means a person who is intended by the originator to receive the data message, but does not include a person acting as an intermediary with respect to that data message;
- (e) “Intermediary”, with respect to a particular data message, means a person who, on behalf of another person, sends, receives or stores that data message or provides other services with respect to that data message;
- (f) “Information system” means a system for generating, sending, receiving, storing or otherwise processing data messages.

第一部分 電子商業總則

第一章 一般條款

第 1 條 適用範圍

本法適用於在商業活動所使用以一資料訊息方式之任何種類之資訊。

第 2 條 定義

為本法目的：

- (a) 「資料訊息」係指經由電子方式、光學方法或類似方式生成、儲存或傳遞之資訊，該方式包括但不限於電子數據交換(EDI)、電子郵件、電報、電傳或傳真；
- (b) 「電子數據交換(EDI)」係指電子電腦之間使用某種商定標準來規定資訊結構之資訊電子傳輸；
- (c) 一資料訊息之「發件人」係指可認定是由其或代表其發送或生成該資料訊息然後或予以儲存之人，但不包括作為中間人處理該資料訊息之人；
- (d) 一資料訊息的「收件人」係指發件人意欲由其接收資料訊息之人，但不包括作為中間人處理該資料訊息之人；
- (e) 「中間人」係指就某一特定資料訊息而言，代表另一人發送、接收或儲存該資料訊息或就該資料訊息提供其他服務之人；
- (f) 「資訊系統」係指生成、發送、接收、儲存或用其他方法處理資料訊息之系統。

Article 3 Interpretation

- (1) In the interpretation of this Law, regard is to be had to its international origin and to the need to promote uniformity in its application and the observance of good faith.
- (2) Questions concerning matters governed by this Law which are not expressly settled in it are to be settled in conformity with the general principles on which this Law is based.

Article 4 Variation by agreement

- (1) As between parties involved in generating, sending, receiving, storing or otherwise processing data messages, and except as otherwise provided, the provisions of chapter III may be varied by agreement.
- (2) Paragraph (1) does not affect any right that may exist to modify by agreement any rule of law referred to in chapter II.

Chapter II Application of legal requirements to data messages

Article 5 Legal recognition of data messages

Information shall not be denied legal effect, validity or enforceability solely on the grounds that it is in the form of a data message.

Article 5 bis Incorporation by reference

(as adopted by the Commission at its thirty-first session, in June 1998)

Information shall not be denied legal effect, validity or enforceability solely on the grounds that it is not contained in the data message purporting to give rise to such legal effect, but is merely referred to in that data message.

Article 6 Writing

- (1) Where the law requires information to be in writing, that requirement is met by a data message if the information contained therein is accessible so as to be usable for subsequent reference.
- (2) Paragraph (1) applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for the information not being in writing.
- (3) The provisions of this article do not apply to the following: [...].

Article 7 Signature

第 3 條 解釋

- (1) 於解釋本法時，應考慮到其國際法源及促進其統一適用及遵守誠信之必要性。
- (2) 應受本法規範然本法無明文規定解決辦法之問題，應依本法所依據之一般原則解決。

第 4 條 協議變更

- (1) 於參與產生、發送、接收、儲存或以其他方式處理資料訊息之當事人間，除另有規定外，第三章規定得經由協議方式變更之。
- (2) 本條(1)項規定不影響可能存在以協議方式對第二章之任何規定為修改之權利。

第二章 對資料訊息法律適用之要求

第 5 條 資料訊息之法律承認

不得僅以某項資訊係採用資料訊息形式為理由而否定其法律效力、有效性或可執行性。

第 5 條之一 參考併入

(委員會於 1998 年 6 月第 31 屆大會所採用)

於參考該資料訊息時，不應僅以某資訊未收納於該所欲產生該法律效力之資料訊息中為由，而否定該電子資料信息之法律效力、有效性及可執行性。

第 6 條 書面形式

- (1) 如法律要求訊息必須採用書面形式，則若當該項訊息所含資訊可進入存取以供日後查用時，即應可滿足是項書面要求。
- (2) 無論書面形式要求是否為一義務，或是法律僅簡單規定某類訊息非為書面之後果，本條第 1 項均應予以適用。
- (3) 本條規定不適用於下述情況：[---]。

第 7 條 簽字

- (1) Where the law requires a signature of a person, that requirement is met in relation to a data message if:
- a method is used to identify that person and to indicate that person's approval of the information contained in the data message; and
 - that method is as reliable as was appropriate for the purpose for which the data message was generated or communicated, in the light of all the circumstances, including any relevant agreement.
- (2) Paragraph (1) applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for the absence of a signature.
- (3) The provisions of this article do not apply to the following: [...].
- (1) 如法律要求必須要有人簽字，則對於電子資料訊息而言，只要符合下列情況，即滿足前述簽字之要求：
- 所使用之方法可鑒定該人身份，並可表明該人同意該資料訊息所含訊息；且
 - 從所有各種情況來，包括根據任何相關協定，所用方法是可靠的，對產生或傳遞資料訊息之目的而言，亦是適當的。
- (2) 無論本條第(1)項所述要求是否為採取某義務之方式，亦無論法律是否僅規定無簽字時之後果，該項均予以適用。
- (3) 本條規定不適用於下述情況：[---]。

Article 8 Original

- (1) Where the law requires information to be presented or retained in its original form, that requirement is met by a data message if:
- there exists a reliable assurance as to the integrity of the information from the time when it was first generated in its final form, as a data message or otherwise; and
 - where it is required that information be presented, that information is capable of being displayed to the person to whom it is to be presented.
- (2) Paragraph (1) applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for the information not being presented or retained in its original form.
- (3) For the purposes of subparagraph (a) of paragraph (1):
- the criteria for assessing integrity shall be whether the information has remained complete and unaltered, apart from the addition of any endorsement and any change which arises in the normal course of communication, storage and display; and
 - the standard of reliability required shall be assessed in the light of the purpose for which the information was generated and in the light of all the relevant circumstances.
- (4) The provisions of this article do not apply to the following: [...].
- (1) 如法律要求資訊須以其原始形式呈現或留存，符合下列情況時，則該資料訊息即滿足是項要求：
- 其能可靠確保從資訊首次以其最終形式產生，作為一資料訊息或充當其他用途之時起，該資訊能保持其完整性；及
 - 如要求將資訊呈現，可將該資訊顯示給觀看資訊之人。
- (2) 無論原本形式要求是否為一義務，或法律僅簡單規定某類訊息非以原本形式呈現或留存之後果，本條第(1)項均應予以適用。
- (3) 為本條(1)項(a)款目的：
- 評定完整性之標準應當是除加上背書及在通常傳遞、儲存及顯示中所發生之任何變動外，有關資訊是否保持完整且無法更動；及
 - 依據產生資訊之目的並參照所有相關情況以評定所要求之可靠性標準。
- (4) 本條規定不適用於下述情況：[---]。

第 8 條 原本

Article 9 Admissibility and evidential weight of data messages

- (1) In any legal proceedings, nothing in the application of the rules of evidence shall apply so as to deny the admissibility of a data message in evidence:
- on the sole ground that it is a data message; or,
 - if it is the best evidence that the person adducing it could reasonably be expected to obtain, on the grounds that it is not in its original form.
- (2) Information in the form of a data message shall be given due
- (1) 於任何法律訴訟程序中，所適用之證據規則在任何方面均不得以下述任何理由否定某項資料訊息作為證據之可接受性：
- 僅以其是某資料訊息為由；或
 - 如其是舉證人依合理預期所能獲得之最佳證據，以其非原本為由。
- (2) 以資料訊息為形式之訊息，應給予

第 9 條 資料訊息可接受度及證據力

evidential weight. In assessing the evidential weight of a data message, regard shall be had to the reliability of the manner in which the data message was generated, stored or communicated, to the reliability of the manner in which the integrity of the information was maintained, to the manner in which its originator was identified, and to any other relevant factor.

Article 10 Retention of data messages

- (1) Where the law requires that certain documents, records or information be retained, that requirement is met by retaining data messages, provided that the following conditions are satisfied:
 - (a) the information contained therein is accessible so as to be usable for subsequent reference; and
 - (b) the data message is retained in the format in which it was generated, sent or received, or in a format which can be demonstrated to represent accurately the information generated, sent or received; and
 - (c) such information, if any, is retained as enables the identification of the origin and destination of a data message and the date and time when it was sent or received.
- (2) An obligation to retain documents, records or information in accordance with paragraph (1) does not extend to any information the sole purpose of which is to enable the message to be sent or received.
- (3) A person may satisfy the requirement referred to in paragraph (1) by using the services of any other person, provided that the conditions set forth in subparagraphs (a), (b) and (c) of paragraph (1) are met.

Chapter III Communication of data messages

Article 11 Formation and validity of contracts

- (1) In the context of contract formation, unless otherwise agreed by the parties, an offer and the acceptance of an offer may be expressed by means of data messages. Where a data message is used in the formation of a contract, that contract shall not be denied validity or enforceability on the sole ground that a data message was used for that purpose.
- (2) The provisions of this article do not apply to the following: [...].

Article 12 Recognition by parties of data messages

- (1) As between the originator and the addressee of a data message, a declaration of will or other statement shall not be denied legal effect, validity or enforceability solely on the grounds that it is in the form of a data message.
- (2) The provisions of this article do not apply to the following: [...].

應有之證據力。於評估某資料訊息之證據力時，應考慮其產生、儲存或傳遞該資料訊息方法之可靠性，保持資訊完整性方法之可靠性，用以鑒別發件人方法，以及任何其他相關因素。

第 10 條 資料訊息之保存

- (1) 如法律要求某文件、記錄或資訊須予以留存，則該要求可透過保存資料訊息之方式予以滿足，然應符合下列條件：
 - (a) 其中所含資訊可進入存取，以備日後查用；及
 - (b) 依其產生、發送或接收時之格式保留該資料訊息，或以可證明能使所產成、發送或接收之訊息能準確重現之格式保留該資料訊息；及
 - (c) 如有，應留存可據以查明資料訊息之來源及目的地以及該電文被發送或接收之日期及時間之任何訊息。
- (2) 依第(1)項規定留存文件、記錄或訊息之義務不應及於僅為使該電文能夠發送或接收而使用之任何訊息。
- (3) 任何人均可透過使用任何其他人之服務來滿足第(1)項所述之要求，然應滿足第(1)項(a)、(b)及(c)款所列條件。

第三章 資料訊息之傳遞

第 11 條 契約訂立及有效性

- (1) 於契約訂立，除當事人間另有協議外，要約及對要約之承諾均可透過資料訊息之方式為之。於使用某項資料訊息訂立契約時，則不得僅以其使用資料訊息為理由而否定該契約之有效性或可執行性。
- (2) 本條規定不適用於下述情況：[---]。

第 12 條 當事人對資料訊息之承認

- (1) 於某項資料訊息發件人及收件人間，不得單以其為資料訊息為由之意願聲明或其他陳述，而否定其法律效力、有效性或可執行性。
- (2) 本條規定不適用於下述情況：[---]。

Article 13 Attribution of data messages

- (1) A data message is that of the originator if it was sent by the originator itself.
- (2) As between the originator and the addressee, a data message is deemed to be that of the originator if it was sent:
 - (a) by a person who had the authority to act on behalf of the originator in respect of that data message; or
 - (b) by an information system programmed by, or on behalf of, the originator to operate automatically.
- (3) As between the originator and the addressee, an addressee is entitled to regard a data message as being that of the originator, and to act on that assumption, if:
 - (a) in order to ascertain whether the data message was that of the originator, the addressee properly applied a procedure previously agreed to by the originator for that purpose; or
 - (b) the data message as received by the addressee resulted from the actions of a person whose relationship with the originator or with any agent of the originator enabled that person to gain access to a method used by the originator to identify data messages as its own.
- (4) Paragraph (3) does not apply:
 - (a) as of the time when the addressee has both received notice from the originator that the data message is not that of the originator, and had reasonable time to act accordingly; or
 - (b) in a case within paragraph (3)(b), at any time when the addressee knew or should have known, had it exercised reasonable care or used any agreed procedure, that the data message was not that of the originator.
- (5) Where a data message is that of the originator or is deemed to be that of the originator, or the addressee is entitled to act on that assumption, then, as between the originator and the addressee, the addressee is entitled to regard the data message as received as being what the originator intended to send, and to act on that assumption. The addressee is not so entitled when it knew or should have known, had it exercised reasonable care or used any agreed procedure, that the transmission resulted in any error in the data message as received.
- (6) The addressee is entitled to regard each data message received as a separate data message and to act on that assumption, except to the extent that it duplicates another data message and the addressee knew or should have known, had it exercised reasonable care or used any agreed procedure, that the data message was a duplicate.

Article 14 Acknowledgement of receipt

第 13 條 資料訊息之歸屬

- (1) 某資料訊息如為發件人自己發送者，即為該發件人之資料訊息。
- (2) 於發件人與收件人間，資料訊息於下列情況下發送時，應視為發件人之資料訊息：
 - (a) 由有權代表發件人行事之人發送；或
 - (b) 由發件人設計程式或他人代為設計程式之一自動執行之資訊系統所發送。
- (3) 於發件人與收件人間，收件人有權將某資料訊息視為發件人之資料訊息，並依此推斷行事，如：
 - (a) 為確定該資料訊息是否為發件人之資料訊息，收件人正確地使用某種事先經發件人同意之驗證程式；或
 - (b) 收件人收到的資料訊息是由某人之行為而生，由於該人與發件人或與發件人之任何代理人關係，得以動用本應由發件人用來鑒定資料訊息確屬源自其本人之任一方法。
- (4) 第(3)項自下列時間起不適用之：
 - (a) 自收件人收到發件人之通知，獲悉有關資料訊息並非該發件人之資料訊息起，然收件人應有合理的時間相應採取行動；或
 - (b) 於第(3)項(b)款所述情況，自收件人只要適當注意或使用任何商定程序即可得知或理應得知該資料訊息並非發件人資料訊息之任何時間起。
- (5) 凡某項資料訊息確屬發件人之資料訊息或視為發件人之資料訊息，或收件人有權依此推斷行事，則就發件人與收件人間而言，收件人有權將所收到之資料訊息視為發件人所要發送的電文，並依此推斷行事。當收件人於適當加以注意或使用任何商定程序便能知道或理應知道所收到之資料訊息在傳送出現錯誤者，即無此種權利。
- (6) 除某資料訊息係重複另一資料訊息，且收件人只要加以適當注意或使用任何商定程序便能知道或理應知道資料訊息是一複本外，收件人有權將其收到之每份資料訊息視為一份單獨資料訊息並依此推斷行事。

第 14 條 確認收訖

- (1) Paragraphs (2) to (4) of this article apply where, on or before sending a data message, or by means of that data message, the originator has requested or has agreed with the addressee that receipt of the data message be acknowledged.
- (2) Where the originator has not agreed with the addressee that the acknowledgement be given in a particular form or by a particular method, an acknowledgement may be given by
- any communication by the addressee, automated or otherwise, or
 - any conduct of the addressee, sufficient to indicate to the originator that the data message has been received.
- (3) Where the originator has stated that the data message is conditional on receipt of the acknowledgement, the data message is treated as though it has never been sent, until the acknowledgement is received.
- (4) Where the originator has not stated that the data message is conditional on receipt of the acknowledgement, and the acknowledgement has not been received by the originator within the time specified or agreed or, if no time has been specified or agreed, within a reasonable time, the originator:
- may give notice to the addressee stating that no acknowledgement has been received and specifying a reasonable time by which the acknowledgement must be received; and
 - if the acknowledgement is not received within the time specified in subparagraph (a), may, upon notice to the addressee, treat the data message as though it had never been sent, or exercise any other rights it may have.
- (5) Where the originator receives the addressee's acknowledgement of receipt, it is presumed that the related data message was received by the addressee. That presumption does not imply that the data message corresponds to the message received.
- (6) Where the received acknowledgement states that the related data message met technical requirements, either agreed upon or set forth in applicable standards, it is presumed that those requirements have been met.
- (7) Except in so far as it relates to the sending or receipt of the data message, this article is not intended to deal with the legal consequences that may flow either from that data message or from the acknowledgement of its receipt.
- (1) 本條第(2)至(4)項適用於發件人發送某資料訊息之時或之前，或透過該資料訊息，要求或與收件人商定該資料訊息需確認收訖之情況。
- (2) 如發件人未與收件人商定以某種特定形式或某種特定方法確認收訖，可通過足以向發件人表明該資料訊息已經收到之：
- 收件人任何自動化傳遞或其他方式之傳遞，或
 - 收件人之任何行為，以確認收訖。
- (3) 如發件人已聲明資料訊息須以收到某項確認為條件，則在收到確認之前，資料訊息視為尚未發送。
- (4) 如發件人並未聲明資料訊息須以收到某項確認為條件，且於規定或商定時間內，或於未規定或商定時間之情況下，於一合理時間內，發件人並未收到該項確認時：
- 可向收件人發出通知，說明未收到其收訖確認，並定出必須收到該確認之合理時限；
 - 如於(a)款所規定之時限內仍未收到該確認，發件人可在通知收件人後，將資料訊息以從未發送處理，或行使其所擁有之其他權利。
- (5) 如發件人收到收件人之收訖確認，即可推定有關資料訊息已由收件人收到。該推斷並不含有該資料訊息與所收電文相符之意思。
- (6) 如所收到之收訖確認指出有關資料訊息符合商定的或於適用標準所規定之技術要求時，即可推定該要求業已滿足。
- (7) 除有關資料訊息之發送或接收外，本條無意處理源自該資料訊息或其收訖確認之法律後果。

Article 15 Time and place of dispatch and receipt of data messages

第 15 條 發出及收到資料訊息之時間及地點

- (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 control of the originator or of the person who sent the data message on behalf of the originator.
- (2) Unless otherwise agreed between the originator and the addressee, the time of receipt of a data message is determined as follows:
- if the addressee has designated an information system for the purpose of receiving data messages, receipt occurs:
 - at the time when the data message enters the designated
- (1) 除發件人與收件人另有協議外，某項資料訊息之發出時間，以其進入發件人或代表發件人發送資料訊息之人控制範圍之外之某一資訊系統時間為準。
- (2) 除發件人與收件人另有協議外，資料訊息之收到時間依下列辦法確定：
- 如收件人為接收資料訊息而指定某資訊系統：
 - 以資料訊息進入該指定資訊系

- information system; or
- ii. if the data message is sent to an information system of the addressee that is not the designated information system, at the time when the data message is retrieved by the addressee;
- (b) if the addressee has not designated an information system, receipt occurs when the data message enters an information system of the addressee.
- (3) Paragraph (2) applies notwithstanding that the place where the information system is located may be different from the place where the data message is deemed to be received under paragraph (4).
- (4) Unless otherwise agreed between the originator and the addressee, a data message is deemed to be dispatched at the place where the originator has its place of business, and is deemed to be received at the place where the addressee has its place of business. For the purposes of this paragraph:
- (a) if the originator or the addressee has more than one place of business, the place of business is that which has the closest relationship to the underlying transaction or, where there is no underlying transaction, the principal place of business;
- (b) if the originator or the addressee does not have a place of business, reference is to be made to its habitual residence.
- (5) The provisions of this article do not apply to the following: [...].
- 統之時間為收到時間；或
- ii. 如數據電文發給收件人之某資訊系統，然其非指定之資訊系統，則以收件人檢索到該資料訊息之時間為收到時間；
- (b) 如收件人並未指定某資訊系統，則以資料訊息進入收件人之任一資訊系統時間為收到時間。
- (3) 即使設置資訊系統之地點同於依據第(4)項規定視為收到資料訊息之地點，第(2)項規定仍適用之。
- (4) 除發件人與收件人另有協議外，資料訊息應以發件人設有營業地之點視為其發出地點，而以收件人設有營業地之地點視為其收到地點。就本項目的而言：
- (a) 如發件人或收件人有一以上之營業地，應以對所涉交易具有最密切關係之營業地為準，又如無任何所涉交易，則以其主要之營業地為準；
- (b) 如發件人或收件人無營業地，則以其慣居住地為準。
- (5) 本條規定不適合用於下述情況：[---]。

Part two Electronic commerce in specific areas

第二部分 電子商業的特定領域

Chapter I Carriage of goods

第一章 貨物運輸

Article 16 Actions related to contracts of carriage of goods

第 16 條 與貨運契約有關之作為

Without derogating from the provisions of part one of this Law, this chapter applies to any action in connection with, or in pursuance of, a contract of carriage of goods, including but not limited to:

在不降低本法第一部分各項條款之情況下，本章適用於與貨運契約有關或依照貨運契約採取之任何作為，包括但不限於：

- (a)
- (i) furnishing the marks, number, quantity or weight of goods;
- (ii) stating or declaring the nature or value of goods;
- (iii) issuing a receipt for goods;
- (iv) confirming that goods have been loaded;
- (b)
- (i) notifying a person of terms and conditions of the contract;
- (ii) giving instructions to a carrier;
- (c)
- (i) claiming delivery of goods;
- (ii) authorizing release of goods;
- (iii) giving notice of loss of, or damage to, goods;
- (d) giving any other notice or statement in connection with the performance of the contract;
- (e) undertaking to deliver goods to a named person or a person
- (a)
- (i) 提供貨物之標記、編號、數量或重量；
- (ii) 指明或申報貨物之性質或價值；
- (iii) 簽發貨物收據；
- (iv) 確認貨物已裝運；
- (b)
- (i) 將契約條件及規定通知某人；
- (ii) 向運送人發出指示；
- (c)
- (i) 請求提貨；
- (ii) 授權放行貨物；
- (iii) 簽發貨物滅失或毀損之通知；
- (d) 與契約履行有關所發出之任何其他通知或陳述；
- (e) 承諾將貨物交付給列明之人或交付

- authorized to claim delivery;
- (f) granting, acquiring, renouncing, surrendering, transferring or negotiating rights in goods;
 - (g) acquiring or transferring rights and obligations under the contract.

- 給獲授權提貨之人；
- (f) 給予、獲取、放棄、返還、轉移或轉讓對貨物之權利；
 - (g) 獲取或轉讓契約權利之義務。

Article 17 Transport documents

- (1) Subject to paragraph (3), where the law requires that any action referred to in article 16 be carried out in writing or by using a paper document, that requirement is met if the action is carried out by using one or more data messages.
- (2) Paragraph (1) applies whether the requirement therein is in the form of an obligation or whether the law simply provides consequences for failing either to carry out the action in writing or to use a paper document.
- (3) If a right is to be granted to, or an obligation is to be acquired by, one person and no other person, and if the law requires that, in order to effect this, the right or obligation must be conveyed to that person by the transfer, or use of, a paper document, that requirement is met if the right or obligation is conveyed by using one or more data messages, provided that a reliable method is used to render such data message or messages unique.
- (4) For the purposes of paragraph (3), the standard of reliability required shall be assessed in the light of the purpose for which the right or obligation was conveyed and in the light of all the circumstances, including any relevant agreement.
- (5) Where one or more data messages are used to effect any action in subparagraphs (f) and (g) of article 16, no paper document used to effect any such action is valid unless the use of data messages has been terminated and replaced by the use of paper documents. A paper document issued in these circumstances shall contain a statement of such termination. The replacement of data messages by paper documents shall not affect the rights or obligations of the parties involved.
- (6) If a rule of law is compulsorily applicable to a contract of carriage of goods which is in, or is evidenced by, a paper document, that rule shall not be inapplicable to such a contract of carriage of goods which is evidenced by one or more data messages by reason of the fact that the contract is evidenced by such data message or messages instead of by a paper document.
- (7) The provisions of this article do not apply to the following: [...].

第 17 條 運輸單據

- (1) 於適用本條第(3)項情況下，如法律要求以書面形式或用書面文件予執行第 16 條所述之任何作為，則如使用某項或多項資料訊息執行有關作為，即滿足該項要求。
- (2) 無論是否為一義務，亦無論法律是否僅規定不以書面形式或不用書面文件執行有關作為之後果，本條第(1)項均應予以適用。
- (3) 如需將某權利授予某人而不授予任何其他他人，或使某義務由某人而非任何其他他人獲得，又如法律要求，為達到此目的，必須傳送或使用一書面文件，向該人轉讓權利或義務，如使用某或多項資料訊息移交有關權利或義務，只要採用一可靠方法使該資料訊息具獨特且唯一者，即滿足該項要求。
- (4) 為本條第(3)項之目的，應依據轉讓權利或義務之目的並參照所有各種情況，包括任何相關同意，評定所要求之可靠性標準。
- (5) 如用某項或多項資料訊息予實施第 16 條(f)款及(g)款所述之任何作為，除資料訊息使用已被書面文件使用所終止及替代者外，用來實施任何該作為之書面文件均屬無效。於此情況所發出之書面文件應含有一關於終止使用資料訊息之陳述。使用書面文件替代資料訊息不得影響有關當事人之權利或義務。
- (6) 如某法律規則強制適用於作成書面文件或以書面文件為憑之貨運契約，則不得以一份此類契約係以一項或多項資料訊息而有是以一份書面文件作為證據，而使該項規則不適用於由該電文作為證據之契約。
- (7) 本條規定不適用於下述情況：[---]。