WHEREAS, it is necessary to provide equal treatment to users of paper and computer-based information; thereby creating a more secure legal environment, which enables and facilitates the use of electronic transactions by citizens and private entities, and public bodies;

WHEREAS, using electronic commerce positively affects market opportunities, thereby empowering citizens to be included in the economy, and also enable Ethiopia to be part of the digital era;

WHEREAS, deploying electronic government service in support of good governance is essential for building effective, accountable and inclusive institutions at all levels;

NOW, THEREFORE, in accordance with Article 55(1) of the Constitution of the Federal Democratic Republic of Ethiopia, it is hereby proclaimed as follows:
1. Short Title

This Proclamation may be cited as the “Electronic Transaction Proclamation No. 1205/2020”.

2. Definition

In this Proclamation, unless the context requires otherwise;

1/ “addressee” means the person determined by the originator to receive the communication but does not include an intermediary;

2/ “Domain” means the part of a network address that identifies it as belonging to a particular domain.

3/ “computer Code” = a set of instructions or commands expressed in words, codes or schemes which are capable of causing a computer system to perform or achieve a particular task or result;

4/ Source code is a computer code in the form of text used to express instructions at a high-level that is human readable and not yet converted to a machine readable format.

5/ Object code is a computer code which is the output from a compiler that has compiled said source code.

6/ Algorithm : A rule or procedure for solving a problem.

7/ “Authority” means the Ethiopian Communication Authority;

8/ “communication” means any command, notice or request or similar messages including an offer and the acceptance of an offer that a person is required to make or chooses to make in connection with an electronic transaction;
9/ "communication network services" means provision of connections, the operation of facilities for communication systems, the provision of access to communication systems, transmission or routing of data messages between or among points specified by a user and the processing and storage of data;

10/ “data message” means information generated, sent, received or stored by electronic, magnetic, optical or other similar means ;

11/ “electronic” means the technology of utilizing electrical, magnetic, optical, electromagnetic, or similar capacities regardless of the medium;

12/ “electronic commerce” means transaction of goods and services through the Internet or other information networks;

13/ “electronic commerce operator” means a person that engages in the business activities of selling commodities or providing services through the Internet or other information network;

14/ “electronic commerce platform operator” means legal entities who, in electronic commerce, provide two or multiple parties with online sites for business operations, match-making, information release and other services, for the latter to carry out trading activities independently;

15/ “electronic document” means document, record, information, communication or transaction in electronic form;

16/ “electronic message” means information and electronic document created, sent, received, or stored by electronic means or any other similar means;
17/ “electronic record” means a written document, or other record generated, stored, received, or communicated by electronic means;

18/ “electronic signature” means information in electronic form, affixed to or logically associated with, an electronic message, which may be used to identify the signatory in relation to the data message and to indicate the signatory’s approval of the information contained in the data message;

19/ “electronic transaction” means the conducting of businesses over computer mediated networks including mobile phones and other devices, and shall include, but is not limited to, electronic commerce and electronic government services;

20/ “.et domain name space” means .et Country Code Top Level Domain which is the top level of the Internet domain name system assigned according to the two-letter codes in the International Standard ISO 3166-1 to Ethiopia;

21/ “information” shall include text, message, data, voice, sound, database, video, signals, software, computer programs, including object codes and source codes;

22/ “information system” means a system for generating, sending, receiving, storing or otherwise processing information;

23/ “intermediary” means a person, who, on behalf of another person, sends, receives or stores such an electronic message or provides other services with respect to that electronic message;
24/ “intra-platform operator” means an entity which aggregates electronic commerce operators that sell commodities or provide services through an electronic commerce platform in different categories;

25/ “Ministry” or “Minister” means the Ministry or the Minister of Innovation and Technology; respectively;

26/ “originator” means a person by whom, or on whose behalf, the electronic message has been sent or generated prior to storage, if any, but it does not include a person acting as an intermediary with respect to that electronic message;

27/ “registry” means a system for registering domain name registration service providers, and for storing and retrieving other information relating to domain names;

28/ “security procedure” means a procedure for the purpose of:

a) verifying that an electronic message or electronic signature is that of a specific person; or

b) detecting an error or alteration in the communication, content or storage of an electronic message from a specific period of time, which requires the use of algorithms or codes, identifying words or numbers, encryption or known procedures and similar devices for originality of messages;

29/ “signatory” means a person who holds signature creation data and who acts either on his own behalf or on behalf of the person he represents;

30/ “person” means a physical or legal person;

31/ Any expression in the masculine gender includes the feminine.
3. **Scope of Application**

1/ This Proclamation shall apply:

   a) on institutions of the Federal and Regional Governments, and the City Administration of Addis Ababa and Diredawa which have the power and function to provide services to the public, and

   b) electronic commerce, electronic government service, electronic messages, <.et> domain name administration and related subjects.

2/ Without prejudice to Sub-Article (1) of this Article this Proclamation shall not apply to any law requiring writing or signatures for the following matters:

   a) transactions and matters related to personal status such as marriage and divorce;

   b) transactions related to the making, execution or revocation of a will or testamentary instrument;

   c) court procedures, judicial summons, search orders, arrest orders and judicial decrees;

   d) transactions related to the transfer of any interest in immovable property; and

   e) the creation, performance or enforcement of power of attorney.

4. **Use not Mandatory**

Nothing shall make it mandatory for a person to use, provide or accept any electronic message in any commercial transaction or dealings with government bodies unless the person consents to the using, providing or accepting of the electronic message.
5. Regulatory Authorities and their Powers and Functions

1/ The Ministry shall execute, and cause to be executed this Proclamation; it shall also coordinate and lead government and private entities for the implementation of this Proclamation.

2/ In performing the powers and functions stipulated under Sub-Article (1) of this Article, the Ministry shall in particular issue directives on the following:

a) information technology standards;

b) communication of electronic messages;

c) limitations on the liabilities of intermediaries;

d) consumer protection;

e) electronic government services;

f) federal electronic register of laws;

g) management and maintenance of the electronic message;

h) methods relating to data entry and verification of the electronic message; and

i) any other matters as may be required from time to time.

3/ Ethiopian Communication Authority shall have the powers and functions, as per the pertinent parts of this Proclamation, regulations thereto, and any other law, to administer and manage the .et domain name space.

6. Establishment of the National Digital Economy Council

1/ The National Digital Economy Council is hereby established by this Proclamation.
2/ Members of the Council including the Minister shall be appointed by the Prime Minister and their number shall be determined as necessary.

3/ The chair of the Council shall be assigned by the Prime minister; The ministry shall organize the office of the council.

4/ The Council shall advice the government on, including electronic commerce and electronic government service, the Digital Economy.

5/ The Council may establish different working groups with members drawn from relevant government institutions.

PART TWO

ELECTRONIC MESSAGES

SUB-SECTION ONE

LEGAL REQUIREMENTS

7. Legal Outcome

1/ Information shall not be denied legal effect solely on the ground that it is in the form of an electronic message.

2/ Information shall not be denied legal effect solely on the grounds that it is not contained in the electronic message that gives rise to such legal effect, but is merely referred to in that electronic message, provided that the information being referred to is accessible to the person against whom the referred information might be used.

8. Writing

Where the law requires information to be in writing, that requirement is met by an electronic message if the information contained therein is rendered or made available in an electronic form; is accessible; and is capable of being retained for subsequent references.
### 9. Signature

1/ Where the signature of a person is required by law and such law does not specify the type of signature, that requirement in relation to an electronic message is met only if:

   a) a method is used to identify that person and to indicate that person’s approval of the information contained in the electronic message; and

   b) that method is as reliable as was appropriate for the purpose for which the electronic message was generated or communicated, in the light of all the circumstances, including any relevant agreement.

2/ An electronic signature shall be considered reliable if:

   a) the means of creating the electronic signature is, within the context in which it is used, linked to the signatory and not any other person;

   b) the means of creating the electronic signature was, at the time of signing, under the control of the signatory and not any other person and was done without duress and undue influence; and

   c) any alteration made to the electronic signature after signing is detectable.

3/ Sub-Article (2) of this Article does not limit the right of a person to prove the authenticity of an electronic signature in any other lawful way;

4/ The Electronic Signature Proclamation shall apply to any signature in any electronic transaction which is not covered by this Proclamation.
10. Seal

Where a law requires a seal to be affixed to a document, the requirement of the law is fulfilled, if the document is in the form of an electronic message, by a digital signature as provided under the Electronic Signature Proclamation.

11. Witness

Where a law requires the signature of a witness on a document, the requirement of the law is fulfilled, if the document is in the form of an electronic message, by an electronic signature of the witness that complies with the requirements of Article 9 of this Proclamation.

12. Original Copy

1/ Where a law requires information to be presented or retained in its original form, that requirement is met by an electronic message if:

a) 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 an electronic message or otherwise; and

b) if the information can be accessible and intelligible so as to be usable at any time as may be required.

2/ For the purposes of Sub-Article (1) paragraph (a) of this Article, integrity must be assessed:

a) by considering whether the information has remained complete and unaltered, except for the addition of any endorsement and any change which arises in the normal course of communication, storage and display;

b) in the light of the purpose for which the information was generated; and

c) having regard to all other relevant circumstances.
13. Admissibility and Evidential Weight

1/ In any legal proceedings, electronic messages shall be accepted and is admissible as evidence.

2/ In assessing the evidential weight of an electronic message, regard shall be placed on:
   a) the reliability of the manner in which the electronic message was generated, stored or communicated;
   b) the reliability of the manner in which the integrity of the electronic message was maintained;
   c) the manner in which its originator was identified; and
   d) any other relevant fact the court may consider relevant.

14. Retention

1/ Where a law requires that documents, messages and information be retained, that requirement shall be satisfied by an electronic message provided that if the following conditions are met:
   a) the information contained in the electronic message is accessible and is capable of retention for subsequent reference;
   b) is retained in the format in which it was generated, sent, received, or in the format that can demonstrate that the contents were not altered; and
   c) if the origin and receiver of the electronic message, and the date and time when it was sent or received can be determined.

2/ The requirements referred to in Sub-Article (1) of this Article are satisfied by using the services of a third party.
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3/ A document, record or information referred to in Sub-Articles (1) and (2) shall be kept in electronic form for at least the number of years a corresponding paper based document is required by law to be retained.

4/ The obligation to retain documents, messages or information in accordance with the provisions of Sub-Articles (1) and (2) of this Article shall not apply to any document the sole purpose of which is to enable the message to be sent or received.

15. Copy and Prescribed Form

1/ Where a law requires any document to be retained, served, sent or delivered in more than one copy, the requirement of the law is fulfilled if the document is in the form of an electronic message, by retention, service, sending or delivery of the document in one copy.

2/ Where a law requires any document to be in a prescribed form, the requirement of the law is fulfilled by a document in the form of an electronic message if the electronic message is:

a) formatted in the same or substantially the same way as the prescribed form;

b) accessible and intelligible so as to be usable for subsequent reference; and

c) capable of being retained by the other person.

16. Payment and Receipt

1/ Where a transaction requires any payment to be made, the requirement of the law is fulfilled if the payment is made by an electronic means and complies with any condition imposed by the relevant government body. The relevant government body may issues implementing directive.

2/ Where a law requires the issuance of any receipt of payment, the requirement of the law is fulfilled if:
17. Formation of Contracts

In the context of contract formation, unless otherwise agreed by the parties, an offer, the acceptance of an offer, the revocation of an offer, the revocation of an acceptance, or any related communication may be wholly or partly expressed by means of electronic message.

18. Electronic Publication of Laws

Where the law requires that a law shall be published, the requirement of the law is fulfilled if it is published electronically.

SUB-SECTION TWO
COMMUNICATION OF ELECTRONIC MESSAGES

19. Origin of Electronic Message

1/ An electronic message shall be attributable to the originator where:

a) it is sent by the originator personally;

b) it is sent by a person who is authorized to represent the originator; or

c) the electronic message is sent through an automatic system programmed by the originator or its representative unless it is proved that the automatic system did not properly execute such programming.
2/ The addressee of an electronic message may regard it as being that of the originator where:

a) an agreed procedure has been applied to recognize a message from the originator; or

b) the electronic message comes from the actions of a person whose relationship with the originator or any agent of the originator enabled that person to gain access to a method used by the originator to identify electronic messages as its own.

3/ Notwithstanding Sub-Article (2) of this Article electronic message shall be considered invalid where, inter alias

a) the receiver of the message has been notified in time by the originator that the message is not his and had reasonable time to act accordingly; or

b) the addressee knew or had means to know that the electronic message is not from the originator had he exercised reasonable care or used any authentication method agreed between the originator and the addressee.

4/ The addressee has to regard each electronic message received as a separate new electronic message and to act on that assumption, except to the extent that he knew or was able to know that the electronic message is a duplicate of the first one.

20. Acknowledgement of Receipt

1/ The originator may request the addressee to acknowledge receipt of electronic message. Where the originator does not specify a particular form, the addressee may apply one of the following methods:
Where the originator receives the electronic message as though it had never been sent until the acknowledgement is received.

Where the originator states that the electronic message shall be valid on receipt of the acknowledgement by the addressee, the electronic message is deemed as though it has never been sent until the acknowledgement is received.

Where 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:

1. may inform the addressee that no acknowledgement has been received and specify a reasonable time by which it shall be sent; and

2. if the acknowledgement of receipt is not received in a period specified in paragraph (a) of this Sub-Article, give notice to the addressee to treat the electronic message as though it had never been sent and exercise any other rights he may have.

Where the originator receives the addressee’s acknowledgement of receipt, it is presumed that the addressee has received the related electronic message.

Where the received acknowledgement states that the related electronic message meets technical requirements, either agreed upon or set forth in applicable standards, it is presumed those requirements have been met.
21. Time and Place of Dispatch, and Receipt of Electronic Message

1/ Unless otherwise agreed between the originator and the addressee, the dispatch of an electronic message occurs when it enters an information system outside the control of the originator or its agent.

2/ Unless otherwise agreed between the originator and the addressee, the time of receipt of an electronic message is proved as follows:

a) if the addressee has designated an information system for the purpose of receiving electronic messages, receipt occurs when the electronic message enters the designated information system; or whenever the addressee receives it when it was sent through the electronic system that is not the designated system; or

b) if the addressee has not designated an information system, the electronic message is received when it enters the electronic system of the addressee.

3/ Unless otherwise agreed between the originator and the addressee, an electronic message shall be deemed to be dispatched at the originator’s place of business, and received at the addressee’s place of business as provided herein below:

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; or

b) if the originator or the addressee does not have a place of business, reference is to be made to its habitual residence.
22. **Effect of Change or Error**

1/ A change or error occurs in the transmission of an electronic message if the originator and the addressee have agreed to use a security procedure for electronic message and one of them has not conformed to the procedure.

2/ The party who commits the change or error shall be held accountable for the changed or erroneous electronic message.

3/ If an individual is either the originator or the addressee of an electronic message, he shall not be held accountable where the error was made by an individual dealing with an agent if that agent did not provide an opportunity to correct the error.

4/ For the purpose of Sub-Article (1) of this Article, the person noticing an error shall:

   a) promptly notify the other person of the error that he is not expectedly held responsible for the message received; and

   b) take reasonable steps, including steps that conform to the other person’s reasonable instructions, to return to the other person or, to destroy the consideration received, as a result of the erroneous electronic message.

**SUB-SECTION THREE**

**LIMITATIONS ON THE LIABILITIES OF INTERMEDIARIES**

23. **Mere Conduit**

1/ An intermediary shall not, when supplying services of transmission of information, or when offering access to online public communication, be held liable for the information transmitted on condition that the intermediary does not:

   a) monitor the online communication;

   b) initiate the transmission;
24. Caching

An intermediary shall not be liable for the automatic, intermediate and temporary storage of that electronic record, in case the intention of such a storage of electronic record is to make the onward transmission of the electronic message more efficient to other recipients who requested for it, as long as the intermediary:

1/ does not modify the electronic record;
2/ complies with the conditions for access to the electronic record;
3/ complies with rules regarding the updating of the electronic message, specified in a manner widely recognized and used by the industry;
4/ does not interfere with the lawful use of technology widely recognized and used by the industry, to obtain information relating to the use of the electronic message; and

c) select the receiver of the transmission; or
d) select or modify the information contained in the transmission.

2/ The acts of transmission, routing and provision of access include the automatic, intermediate and transient storage of the information transmitted in so far as this takes place:

a) for the sole purpose of carrying out the transmission in the information system;

b) in a manner that makes it ordinarily inaccessible to anyone other than an anticipated recipient; and

c) for storage for a period not longer than is reasonably necessary for the transmission.
Hosting

1/ An intermediary that provides a service comprising the storage of electronic message shall not be liable for damages arising from information stored, as long as:

a) it is not aware that the information or the activity relating to the information infringes the right of third parties;

b) immediately after becoming aware of the unlawful character of the stored information, it took all necessary measures to withdraw the information or to make access to such information impossible; or

c) upon receipt of a take-down notification provided by this Proclamation acts expeditiously to remove or to disable access to the information.

2/ The limitations on liability established under Sub-Article (1) of this Article do not apply to a service provider unless it has designated an agent to receive notifications of infringement and has provided through its services, including on its website in locations accessible to the public, the name, address, phone number and email address of the agent.

3/ Sub-Article (1) shall not apply if the recipient of the service works with the service provider.
26. **Information Location Tools**

An intermediary shall not be liable for damages incurred when it refers or links users to a website containing infringing electronic messages or infringing activities, where:

1/ it is not aware that the information or activity relating to the information infringes the rights of third party;

2/ it is not aware of facts or circumstances of the infringing activity;

3/ the infringing nature of information is not apparent;

4/ it does not receive a financial benefit directly attributable to the infringing activity; or

5/ removes, or disables access to the information relating to the electronic message within a reasonable time after being informed that such electronic message infringes the rights of third parties.

27. **Take-down Notification**

1/ A person who have complaints with regard to information made available to third parties shall notify, in writing, their complaints with regard to the unlawful activity to the intermediary or to the concerned service provider or its designated agent.

2/ Apart from the requesting the information to be taken down in accordance with Sub Article 1 of this Article, the notification shall include:

   a) full name, address, telephone number and electronic mail contacts of the complainant;

   b) the written or electronic signature of the complainant;

   c) rights that have been infringed and justification of the unlawful activity;
28. Information to be Provided

1/ A supplier offering goods and services by way of an electronic transaction shall make the following information available to consumers on the website where such goods or services to be offered are hosted:

a) its full name, physical address, telephone number, and website and e-mail address;

b) membership to a commercial body sending the goods and the contact details of that body, if any;

c) any code of conduct to which that supplier subscribes and how the consumer may access that code of conduct electronically;

d) in case of commercial legal entity, its registration and operation numbers, its place of registration, and the names of its managers;

e) the physical address where that supplier will receive legal service of documents;

d) the remedial action required to be taken in order to resolve the dispute; and

e) a statement by the complainant that the information provided is true and correct.

3/ A person who lodges a notification under Sub-Article (1) of this Article knowing that such notification materially misrepresents the facts is liable for damages for wrongful take-down.

4/ An intermediary is not liable for a takedown in response to a wrongful notification.

SUB-SECTION FOUR

CONSUMER PROTECTION
f) a sufficient description of the main characteristics of the goods and services offered by that supplier to enable a consumer to make an informed decision on the proposed electronic transaction;

g) the full price of the goods and services, including transport costs, taxes and any other fees or costs;

h) the mode of payment, including the details of its local bank account where payment for goods and services sold should be made;

i) any terms of agreement, including any guarantees, that will apply to the transaction and how those terms may be assessed, stored and reproduced electronically by consumers;

j) the period of time within which the goods will be dispatched or delivered or within which the services will be rendered;

k) the manner and period within which consumers can access a full record of the transaction;

l) the return, exchange and refund policy of that supplier in respect of goods and payment;

m) any alternative dispute resolution code to which that supplier subscribes and how the details and or contents of that code may be accessed electronically by the consumer;

n) the security procedures and privacy policy of that supplier in respect of payment and personal data of the consumer; and

o) where appropriate, the minimum duration of the agreement in case of agreements for the supply of products or services to be performed on a continuous basis or on a short period of time;
Depending upon the nature of the goods delivered, a consumer may cancel without reason and penalty an electronic transaction and any related credit agreement for the supply of goods within seven (7) days after the date of the receipt of the goods; or of services within seven (7) days after the date he started to receive the services.
2/ The only charge that may be levied on the consumer in those cases under Sub-Article (1) of this Article is the direct cost of returning the goods.

3/ If payment for the goods or services has been effected prior to a consumer exercising a right referred to in Sub-Article (1) of this Article, the consumer shall be entitled to a full refund of such payment minus the amount due as provided in Sub-Article (2) of this Article, which refund shall be made within thirty (30) days from the date of cancellation.

30. Unsolicited Communications

1/ A person who sends unsolicited commercial communications to consumers shall provide the consumer with the option to cancel his subscription from the mailing list of that person.

2/ A person who sends unsolicited commercial communications to consumers shall provide upon request by the consumer the particulars of the source from which he obtained the consumer’s personal information.

3/ No agreement is concluded where a consumer has failed to respond to an unsolicited communication.

31. Contract Performance

1/ Unless the parties have agreed otherwise, the supplier shall execute the order within thirty (30) days after the day on which it received the order.

2/ Where a supplier has failed to execute the order within 30 days or within the agreed period, the consumer may after the expiration of that period cancel the agreement with seven days’ written notice.
32. **Applicability of Foreign Law**

The Section on Consumer Protection provided for in this Proclamation applies irrespective of the legal system applicable to the agreement in question.

33. **Non-Exclusion**

1/ Any provision in an agreement which excludes any rights provided for in this Proclamation is null and void.

2/ the rights of a consumer provided for in any other law which give the consumer a better protection shall find application not withstanding Sub-Article (1) of this Article.

34. **Complaints**

A consumer may lodge a complaint with the Ministry in respect of any non-compliance with the provisions of this Proclamation by any supplier.

**SUB-SECTION FIVE**

**ELECTRONIC GOVERNMENT SERVICES**

35. **Acceptance of Electronic Filing and Issuing of Documents**

1/ Any government agency that, pursuant to any law accepts the filing of documents, or requires that documents be created or retained; issues any permit, license or approval; or provides for a manner of payment, shall, notwithstanding anything to the contrary in such law, accept the filing of such documents, or the creation or retention of such documents in the form of electronic messages; issue such permit, license or approval in the form of an electronic message or make or receive payment in electronic form or by electronic means.

3/ If a supplier is unable to comply with the terms of agreement on the grounds that the goods or services ordered are unavailable, the supplier shall immediately notify the consumer of this fact and refund any payments made by consumer within seven days after the date of such notification.
2/ Where a public body performs any of the functions referred to in Sub-Article (1) of this Article, such body may specify:

a) mode of archiving, its format and its transmission modalities;

b) space for signature on the electronic document and type of electronic signature to be used;

c) manner and method of affixing electronic signature and requirements not contrary to conditions set by the certification authority;

d) the system to check the authenticity and originality of electronic messages as well as their safe retention; and

e) any other element deemed useful to the electronic message and modes of payments relating to above-mentioned documents.

2/ Public bodies shall use advanced security requirements for the use of electronic messages and electronic signatures.

3/ Public bodies shall start to roll out providing electronic services within a year of the date this Proclamation comes into effect.

36. Establishment of the Federal Electronic Negarit Gazeta

1/ The Federal Electronic Negarit Gazeta, a Federal Law Electronic Gazette published under the umbrella of the House of Peoples' Representatives, is hereby established.

2/ Without prejudice to Article 2 of the Federal Negarit Gazeta Proclamation;

a) all laws of the Federal Government shall be published in the Federal Electronic Negarit Gazeta;
A) the Federal and Regional Legislative, Executive and Judicial Organs as well as any person shall take judicial notice of laws published in the Federal Electronic Negarit Gazette; and

c) the Federal Electronic Negarit Gazette shall be published in both the Amharic and English languages; in case of discrepancy between the two versions the Amharic shall prevail.

3/ any law is published in the Federal Electronic Negarit Gazette

37. Establishment of the Federal Electronic Register of Laws

1/ The Federal Electronic Register of Laws, a Federal Law Electronic Gazette published under the umbrella of the House of Peoples' Representatives, is hereby established.

2/ Without prejudice what is provided under Article 2 of the Federal Negarit Gazette Proclamation;

a) the Federal Electronic Register of Laws publishes, directives of the Federal executive body;

b) all Federal and Regional Legislative, Executive and Judicial Organs as well as any natural or juridical person shall take judicial notice of subsidiary laws published in the Federal Electronic Register of Laws;

c) the Federal Electronic Register of Laws shall be published in both the Amharic and English languages; in case of discrepancy between the two versions the Amharic shall prevail.

3/ The date of publication of directives in the Federal Electronic Register of Laws shall be deemed to be the date of publication

4/ The Ministry of Innovation and Technology shall administer the technical aspect of the Federal Electronic Registry of Laws.
38. Appointment of the Registrar of Domain Names

The Authority shall serve as the registrar of Domain Name; it shall create a department to administer and manage the "et" domain name space.

39. Power and Responsibilities of the Authority

1/ Without prejudice to generality of Article 38 of this proclamation, the Authority shall perform the following functions:

   a) administer and manage the .et domain name space;

   b) issue license and regulate registries;

   c) issue license and regulate registrars for the respective registries;

   d) ensure compliance by users with international best practices in the administration of the "et" domain name space;

2/ Without prejudice Sub-Article (1) of this Article, the Authority shall publish directives on:

   a) the general administration and management of the "et" domain name space;

   b) the requirements and procedures for domain name registration; and

   c) the maintenance of, and public access to, the registry.

5/ In order for it to fulfill its mandate under Sub-Article (4), government bodies shall have the obligation to provide hard and soft copies of directives to the Ministry, such copies shall be in both the Amharic and English languages.
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3/ The Authority shall enhance public awareness on the economic and commercial benefits of domain name registration.

4/ The Authority, in relation to domain name regulation:

   a) may conduct such investigations as it may consider necessary;

   b) shall conduct research into and keep abreast of developments in Ethiopia and elsewhere on the domain name system;

   c) shall continually survey and evaluate the extent to which the “.et” domain name space meets the needs of the citizens of Ethiopia; and

   d) may issue information on the registration of domain names in Ethiopia.

5/ The Authority shall, in relation to the “.et” domain name space existing prior to the coming into force of this Proclamation, uphold the vested rights and interests of any party involved in the management and administration of the “.et” domain name space.

6/ Those parties referred in Sub-Article (5) of this Article and have vested rights and interests in the management and administration of the “.et” domain space shall be:

   a) granted a period of six months during which they may continue to operate in respect of their existing delegated sub-domains; and

   b) considered, among other persons, for appointment to the post of Registrar after the expiry of the six month period stipulated under this Sub-Article (6) paragraph (a).
9. የወንኅም በወንኅም ያለው የሆነርር


the same, set up archives, update and verify and related contact information and shall request electronic commerce operators applying for selling commodities or provide services on the platform to submit their true information, such as their identity, address and related contact information and administrative licenses, verify and register the same, set up archives, update and verify regularly.

3/ The duties of electronic commerce platform operators under Sub-Article (2) of this Article shall also apply towards electronic commerce intra-platform operators.

PART FOUR

MISCELLANEOUS PROVISIONS

41. Duties of Operators

1/ Electronic commerce operators, electronic commerce platform operators, and electronic commerce intra-platform operators are recognized as forms of commercial entities and shall be bound by all laws which pertain to running a commercial entity.

2/ Electronic commerce platform operators shall request electronic commerce operators applying for selling commodities or provide services on the platform to submit their true information, such as their identity, address and related contact information and administrative licenses, verify and register the same, set up archives, update and verify regularly.

3/ The duties of electronic commerce platform operators under Sub-Article (2) of this Article shall also apply towards electronic commerce intra-platform operators.
42. Dispute Resolution Mechanisms

1/ Electronic commerce platform operators shall establish a dispute settlement mechanism.

2/ With regard to the management and administration of the <.et> domain space, the Authority shall establish a dispute settlement mechanism.

3/ Any unresolved disagreement between parties which fall within the ambit of Sub-Articles (1) and (2) of this Article shall be submitted to arbitration in accordance with the rules of arbitration of a dispute settlement mechanism established under this Proclamation and the regulations and directives thereunder.

43. Obligation of Confidentiality

1/ With the exception of persons authorized by this Proclamation or other relevant law, persons who can access electronic messages, any other written documents or other electronic devices have the obligation to keep them confidential.

2/ In case of Violation of what is stipulated in Sub-Article (1) of this Article, the act shall be punishable according to the provisions of the Criminal Code.

44. Inapplicable Laws

Any law which is inconsistent with this Proclamation shall not be applicable with respect to matters provided for in this Proclamation.
45. **Powers to Issue Regulations and Directives**

1/ The Council of Ministers may issue Regulations for the implementation of the Proclamation.

2/ The Ministry may issue directives for the implementation of this Proclamation and Regulations issued under Sub Article (1) of this Article.

3/ The Authority in consultation with the Ministry may issue directives for the implementation of matters arising from this Proclamation and Regulations thereunder.

46. **Effective Date**

This Proclamation shall enter into force as of the date ratified by the House.

Done at Addis Ababa, on this 30th day of June, 2020.

SAHLEWORK ZEWDIE

**PRESIDENT OF THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA**