Abstract

This paper investigates the legal changes to e-contracts brought about by the Electronic Communications and Transactions Act 25 of 2002. It highlights some of the objectives of the Act relating to e-commerce and shows how the Act deals with certain issues in instances where legal uncertainty existed before the promulgation of the Act. It deals, inter alia with the legal status of data messages, the time and place where electronic contracts are concluded, and the legal status of automated transactions. Consumer protection measures provided for in the Act are also discussed. Specific reference is made to the “cooling off” period and to the information that has to be displayed on the web sites of suppliers of goods and services, as well as consequences of non-compliance with these sections. Other duties of suppliers and the regulation of unsolicited commercial communications are also discussed. A few concluding remarks relate to the possible influence of the provisions of the Act on e-commerce in South Africa.

Keywords: E-commerce - Contracts - Effect of new legislation – Recognition, time and place of e-contracts – Consumer protection.

1 Introduction

Before the enactment of the Electronic Communications and Transactions Act 25 of 2002 there were numerous uncertainties relating to the conclusion of Internet contracts, the security of electronic payment systems and the legal protection of consumers who made use of the Internet to enter into contracts. Although numerous contracts have been concluded over the Internet, countless consumers have been and still are hesitant to use this medium inter alia for the reasons mentioned above. The purpose of this paper is to investigate some of the most important changes that were brought about by the Act in this field of commerce.

2 Main Issues Relating to Internet Contracts

Reasons why consumers are generally hesitant to make use of the Internet to contract include inter alia: the fact that personal and banking information is entered into Cyberspace; retailers are often unknown and even without a physical address; payment is usually required upfront and the goods are not seen (at most the potential buyer is confronted by pictures and – often
misleading descriptions of goods). Further uncertainties as to the legal nature of data messages, the finality of offers and acceptances and the time and place where contracts are concluded, can lead to expensive litigation of which the outcome is uncertain. No wonder that, up to the time of publication of this note, there has been no reported South African case dealing with any of these matters.

3 The Electronic Communications and Transactions Act 25 of 2002

3.1 Setting the Stage for E-commerce

The compilers of the Act based parts of the Act on UNCITRAL’s Model Law on Electronic Commerce. The South African Act came into operation in August 2002. Some of the 18 listed objectives of the Act are:

(i) to promote the understanding and, acceptance of and growth in the number of electronic transactions in the Republic;

(ii) to promote legal certainty and confidence in respect of electronic communications and transactions;

(iii) to ensure that electronic transactions in the Republic conform to the highest international standards;

(iv) to develop a safe, secure and effective environment for the consumer, business and the Government to conduct and use electronic transactions;

(v) to promote the development of electronic transactions services which are responsive to the needs of consumers and users;

(vi) to promote the stability of electronic transactions in the Republic; and

(vii) to promote SMMEs within the electronic transaction environment.

(viii) The Act also intends “to promote technology neutrality.”

Chapter two of the Act creates a policy framework within which the Minister must develop a national e-strategy for the Republic, which must inter alia set

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4 Sec 2(1)(c).

5 Sec 2(1)(e).

6 Sec 2(1)(f).

7 Sec 2(1)(g).

8 Sec 2(1)(k).

9 Sec 2(1)(n).

10 Small Medium and Micro enterprises as contemplated in the Small Business Development Act 102 of 1996.

11 Sec 2(1)(p).

12 Sec 2(1)(f).

13 Minister of Communications according to the definition of Minister (sec 1).
out an electronic transactions strategy “distinguishing between regional, national, continental and international strategies.”\textsuperscript{15} It must also investigate ways to promote the Republic as a preferred provider and user of electronic transactions in the international market.\textsuperscript{16} It is therefore clear that the State intends to become actively involved in the electronic world and, although the Act strives to be technology neutral,\textsuperscript{17} it is not neutral at all insofar as potential government intervention is concerned.

3.2 Facilitating Electronic Transactions

Chapter three of the Act deals with electronic transactions. From the outset it must be borne in mind that the rules prescribed in this chapter pertaining to the formation of contracts are “default rules” and are applicable only if the parties have not agreed otherwise.\textsuperscript{18} Certain legal acts, such as the execution of wills in terms of the Wills Act\textsuperscript{19}, the conclusion of certain transactions provided for by the Alienation of Land Act\textsuperscript{20} (such as the sale or long term lease of immovable property) and the execution of bills of exchange as defined in the Bills of Exchange Act\textsuperscript{21} are also expressly excluded and cannot be performed in terms of the act.\textsuperscript{22}

The following provisions of the Act bring more clarity with regard to some of the uncertainties mentioned in paragraph two above.

3.2.1 The Recognition of Data Messages and Electronic Signatures

Data messages\textsuperscript{23} are expressly recognised for purposes of concluding contracts.\textsuperscript{24} This brings an end to any uncertainties that may have existed with regard to the legal status of electronic communications. Data messages are further recognised as “writing” where the law requires that a document must be in writing, provided that such message is accessible and capable of being used for subsequent reference.\textsuperscript{25}

\begin{itemize}
  \item \textsuperscript{14} Sec 5(1).
  \item \textsuperscript{15} Sec 5(4)(c)(i).
  \item \textsuperscript{16} Sec 5(4)(c)(iv).
  \item \textsuperscript{17} Sec 2(1)(f).
  \item \textsuperscript{18} Sec 4(2) read with sec 21.
  \item \textsuperscript{19} Act 7 of 1953.
  \item \textsuperscript{20} Act 68 of 1981.
  \item \textsuperscript{21} Act 34 of 1964.
  \item \textsuperscript{22} Sec 4(3) and (4) (the intricacies of these subsections fall outside the scope of this paper).
  \item \textsuperscript{23} “Data message” is defined as “data generated, sent, received or stored by electronic means and includes-
    \begin{itemize}
      \item voice, where the voice is used in an automated transaction; and
      \item a stored record.”
    \end{itemize}
  \item \textsuperscript{24} Sec 11.
  \item \textsuperscript{25} Sec 12.
\end{itemize}
The Act draws a distinction between an “electronic signature” and an “advanced electronic signature”. An electronic signature is defined as “data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature”. This definition is very wide. It can include a scanned signature pasted to a document, or the typing of one’s name to associate it with the document, as long as the user intends it as a signature. It is further important to note that if the law requires a signature, an electronic signature will not suffice - an advanced electronic signature is then required. Without going into detail, it may be mentioned that in the case of an advanced electronic signature an accredited third party must have authenticated the signature. It is therefore a much more secure way of signing a document.

3.2.2 The Formation, Validity and Place of Contracts Concluded by means of Data Messages

A contract is formed as soon as there is consensus between the parties to the contract i.e. as soon as the offeree has legally accepted the offer. Where the parties are not in each other’s presence, questions as to when and where the contract has been concluded, have resulted in many legal uncertainties. The question as to when consensus is reached in the case of electronic contracts was even more complex before the commencement of the Act. It was for example uncertain whether the offeror had to have subjective knowledge of the fact that the offer was accepted or whether it was sufficient if it was proven that the offeree had accepted the offer. One can imagine a multitude of situations where legal uncertainty would be the order of the day. The Act now clarifies the position by stating that a contract can be concluded by means of data messages, and that a contract between parties making use of data messages is concluded at the time when the acceptance is received by the offeror. The Act further provides that a data message must be regarded as having been received by the addressee, “when the complete data message enters an...

26 Sec 1.
27 Sec 13(3) requires that, where parties to an electronic transaction require a signature and they have not agreed on another type of signature, an electronic signature is sufficient if the method used is capable of identifying the person and of indicating his approval of the information communicated and was reliable “having regard to the circumstances at the time”.
28 Sec 13(1). According to sec 1 an "advanced electronic signature" means "an electronic signature which results from a process which has been accredited by the Authority as provided for in section 37". A discussion of this process falls outside the scope of this article.
29 Sec 37 provides for accreditation by authentication service providers. A discussion of the process an potential difficulties that surrounds this section falls outside the scope of this article.
31 Christie 32.
32 See in general Christie 74 et seq and reference to the theories that developed in this regard on 79; See also Kerr 116 et seq.
33 Buys 164 et seq.
34 See in general Buys 159 et seq.
35 Sec 22(1).
36 Sec 22(2).
information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee." \(^{37}\)

The implication of the above is that a contract will be regarded as having been concluded at the moment when the data message containing the acceptance enters the information system used by the offeror and is capable of being retrieved by the offeror. This is a deviation from the general rule that the offeror must receive communication of the acceptance.\(^{38}\) An offeror who makes use of, for instance, a web based email address may find that he has concluded a contract days before he actually retrieves his mail. Although this provision has brought some clarity in this field of law, it also creates problems. What if, for instance, an acceptance was received (entered the relevant system and was capable of being retrieved) and was then, as a result of a fault in the system, lost before it came to the actual knowledge of the offeror? These types of problems are, however, not new in the law of contract and in the past arose whenever the "expedition theory" was applied in cases where contracts were concluded by post.\(^{39}\) The provisions regarding offer and acceptance also have implications as far as the revocation or withdrawal of offers are concerned. The general rule is that an offer can be withdrawn at any time before acceptance.\(^{40}\) The implication is that the offer cannot be withdrawn once it has been accepted. In the case of an e-contract, as soon as the acceptance enters the information system of the offeror, even if the offeror is not yet aware of the acceptance, the offer can, according to this section, no longer be revoked. This is a clear deviation from the normal rules relating to offer and acceptance.

As far as the \textit{situs} (place of the contract) is concerned, the Act provides that the place of the contract is the place where the acceptance of the offer is received.\(^{41}\) A further provision determines that a data message must be regarded as having been received at the addressee’s usual place of business or residence.\(^{42}\) This means that, in the case of an Internet contract where one clicks an "I accept" button, the data message is sent to the dealer (assuming that he is the offeror) and the place of the contract will be where the dealer is deemed to have received the message, which is his usual business address.\(^{43}\) In a case where a contract is concluded by means of email, the place of the contract will be the usual place of business of the offeror. Where an offer is in writing and the acceptance is by means of email one can also assume that the place of the contract will be the usual place of business or residence of the offeror.

\[^{37}\] Sec 23(b).
\[^{38}\] Christie 32.
\[^{39}\] See in general Christie 83 \textit{et seq}. On 88 Christie expresses the opinion that, if parties agreed that the acceptance should be by telephone, an acceptance communicated to an answering service should be valid even if it is not heard by the offeror.
\[^{40}\] Christie 56.
\[^{41}\] Sec 22(2).
\[^{42}\] Sec 23(c).
\[^{43}\] Sec 23(c).
For the sake of completeness it must be noted that the Act also provides that a data message is regarded as having been sent by the originator when it enters an information system outside the control of the originator.\(^44\)

The Act further makes it clear that acknowledgement of receipt of a data message is not a prerequisite for validity of such message\(^45\) and that an “expression of intent” is not without legal force purely because it is not electronically signed.\(^46\)

### 3.2.3 Automated Transactions

An automated transaction is defined in the Act as “an electronic transaction conducted or performed, in whole or in part, by means of data messages in which the conduct or data messages of one or both parties are not reviewed by a natural person in the ordinary course of such natural person's business or employment”.\(^47\) With regards to automated transactions, voice is included in the definition of data message.\(^48\) Automated transactions are governed by section 20 of the Act.

For purposes of the Act a distinction must be drawn between two different types of automated transactions, namely transactions concluded where both parties make use of “electronic agents” and transactions where only one of the parties make use of an electronic agent. An electronic agent is defined as “a computer program or an electronic or other automated means used independently to initiate an action or respond to data messages or performances in whole or in part, in an automated transaction”.\(^49\) From the outset it must be stated that electronic agents are not agents (representatives) in the legal sense. They do not have contractual capacity and cannot “conclude” contracts on behalf of principals. Parties who make use of electronic agents do no more than agree to contract with each other when a set of predetermined conditions has been met, the existence of which is automatically determined by a computer programme. There is therefore always an underlying master agreement. This is also clear from section 25, which provides that data messages are attributed to an “originator” and an originator is defined in terms of “a person”\(^50\) and can include a public body.\(^51\) Electronic transactions can therefore be concluded by means of data messages that are attributed to originators of data messages, which are persons. Contracts where both parties make use of electronic agents are

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\(^44\) Sec 23(a).
\(^45\) Sec 26(1).
\(^46\) Sec 24(b).
\(^47\) Sec 1.
\(^48\) Sec 1.
\(^49\) Sec 1.
\(^50\) Sec 1 defines an originator as “a person by whom, or on whose behalf, a data message purports to have been sent or generated prior to storage, if any, but does not include a person acting as an intermediary with respect to that data message”.
\(^51\) According to the definition of person in sec 1.
commonly known as EDI (electronic data interchange) contracts. In terms of the Act such contracts are presumed to be binding on the parties, irrespective of whether any of them reviewed the transaction.\(^{52}\)

EDI is often used in trading partner agreements (often referred to as TPA agreements) where a computer, managing a buyers stock, automatically orders a certain type of goods, for instance milk, when it detects that the supply in the shop drops below a prearranged level. An electronic data message containing an order for the goods in question is then generated and automatically sent to the supplier where it is automatically executed. Such a contract is, in terms of section 20, binding on both parties.\(^{53}\) In these cases there must always be an underlying agreement that specifies the terms and conditions under which the businesses will enter into EDI contracts.\(^{54}\) In fact, the Act specifically provides that parties who interact with electronic agents are not bound by the terms of such an agreement “unless those terms were capable of being reviewed by a natural person representing the party prior to agreement formation”\(^{55}\).

On the other hand, where a natural person interacts with an electronic agent of another and has made a material error during the creation of the data message, that person is not bound to the transaction, provided that she takes reasonable steps either to rectify the error or to notify the other party of the error and returns or destroys (depending on the instructions of the party who made use of the electronic agent) any performance that may have been received as a result of the electronic transaction.\(^{56}\)

Automated transactions are, in terms of section 20, presumed to be binding on both parties provided that the terms of the agreement must have been capable of being reviewed by a natural person representing the parties prior to the formation of the agreement.\(^{57}\)

Another type of automated transaction is concluded where a natural person interacts with an “electronic agent”, either by means of a computer or, because of the inclusion of “voice” in the definition of automated transaction, for instance, through a set of instructions over a telephone. The Act specifically protects the natural person by making it possible for him to resile from the contract where a material error was made.\(^{58}\)

\(^{52}\) Sec 20(c).
\(^{53}\) See in general Buys 290 \textit{et seq} for the position before the act.
\(^{54}\) See in general Hofman J 1999 Cyberlaw: A guide for South Africans Doing Business Online. Cape Town Ampersand Press 26 \textit{et seq}.
\(^{55}\) Sec 20(d).
\(^{56}\) Sec 20(e).
\(^{57}\) Sec 20(d).
\(^{58}\) Sec 20(e).
It is unfortunate that the term “agent” is used with reference to automated transactions, because it is clear that in this instance one is not dealing with agents in the legal sense.\(^{59}\)

### 3.2.4 Proof (Evidential Weight) of the Content of Data Messages

Before the enactment of the Act all questions regarding admissibility and evidential weight of electronic documents were governed by the common law as supplemented by different statutes including the Computer Evidence Act of 1983.\(^{60}\) This Act has now been repealed\(^{61}\) and admissibility and evidential weight of data messages are governed by section 15 of the Act. Suffice it to say that data messages can be presented as evidence\(^{62}\) and the Act provides guidelines as to how the evidential weight of such messages must be assessed.\(^{63}\)

### 3.3 Consumer Protection

Chapter VII of the Act provides extensive protection to consumers. A consumer is defined as “any natural person who enters or intends entering into an electronic transaction with a supplier as the end user of the goods or services offered by that supplier”.\(^{64}\) Consumer protection provided for in the Act therefore applies to natural persons only. This protection may also not be excluded by means of an agreement\(^{65}\) and it “applies irrespective of the legal system applicable to the agreement in question”.\(^{66}\)

The protection afforded to consumers is based on six pillars, namely:

(i) a cooling off period of seven days with respect to the sale of certain goods and services;\(^{67}\)

(ii) a duty on suppliers of goods and services to provide certain information before a transaction is concluded;\(^{68}\)

\(^{59}\) A probable construction for this type of contract is that parties agree that a contract will be formed on condition that certain criteria, to be determined automatically, are met. It will therefore be a contract which is subject to a suspensive condition. An example of such an agreement is the following: A and B agree that, should the stock on A's shelves drop to below 100 units (condition), B will, on receipt of an automated message in this regard, automatically execute an order for 1000 articles. The agreement is therefore between entities with contractual capacities and not between "electronic agents". The electronic agents only perform their functions once the conditions agreed upon have been met.


\(^{61}\) Sec 92.

\(^{62}\) Sec 15(1).

\(^{63}\) Sec 15(3).

\(^{64}\) Sec 1.

\(^{65}\) Sec 48 provides that “any provision in an agreement which excludes any rights provided for in this Chapter is null and void.”

\(^{66}\) Sec 47.

\(^{67}\) Sec 44.

\(^{68}\) Sec 43 makes Chapter VII a “directly applicable statute” about which the legislature feels so strongly that it directs the particular statute to apply even under circumstances where the South
(iii) a duty to provide for an opportunity to review the transaction, correct mistakes or to withdraw from the transaction before finally placing the order;\textsuperscript{69}  
(iv) a duty to make use of a sufficiently secure payment system;\textsuperscript{70}  
(v) a duty to perform within a specified period;\textsuperscript{71} and, lastly,  
(vi) protection against unsolicited goods, services and communications.\textsuperscript{72}

3.3.1 The Cooling-off Period

A consumer may, subject to certain exceptions,\textsuperscript{73} without reason and without penalty, cancel a transaction and any related credit agreement for the supply of goods within seven days after receipt of the goods or within seven days after conclusion of the agreement for the delivery of a service\textsuperscript{74}. In such a case the consumer is entitled to a full refund of his performance within 30 days\textsuperscript{75} and is liable only for the cost of returning the goods.\textsuperscript{76} The Act further provides that this section must not be construed as prejudicing the rights afforded to a consumer by any other law.\textsuperscript{77}

Goods not subject to the cooling off period are inter alia goods sold by way of an auction;\textsuperscript{78} food and other goods intended for daily consumption;\textsuperscript{79} personalised goods; goods likely to deteriorate or expire rapidly;\textsuperscript{80} newspapers, periodicals, magazines and books;\textsuperscript{81} audio and video recordings as well as computer software unsealed by the consumer.\textsuperscript{82} Services not subject to the cooling off period include financial and banking services;\textsuperscript{83} services which began with the consumer’s consent before the end of the seven-day period;\textsuperscript{84} services or goods where the price depends on fluctuations in financial markets outside the control of the supplier,\textsuperscript{85} and gaming and lottery services.\textsuperscript{86}

It remains to be seen whether the cooling off period will have any detrimental effect on e-commerce in South Africa. It may very well be that suppliers of certain

\textsuperscript{69} Sec 43(2).  
\textsuperscript{70} Sec 43(5).  
\textsuperscript{71} Sec 46.  
\textsuperscript{72} Sec 45.  
\textsuperscript{73} Sec 42(2) to be discussed below.  
\textsuperscript{74} Sec 44.  
\textsuperscript{75} Sec 44(3).  
\textsuperscript{76} Sec 44(1) and (2).  
\textsuperscript{77} Sec 44(4).  
\textsuperscript{78} Sec 42(2)(b).  
\textsuperscript{79} Sec 42(2)(c).  
\textsuperscript{80} Sec 42(2)(f).  
\textsuperscript{81} Sec 42(2)(h).  
\textsuperscript{82} Sec 42(2)(g).  
\textsuperscript{83} Sec 42(2)(a).  
\textsuperscript{84} Sec 42(2)(d).  
\textsuperscript{85} Sec 42(2)(e).  
\textsuperscript{86} Sec 42(2)(i).
goods and services may decide to discontinue the supply of such goods and services in the light of the administrative burden and risks inherent within such a system.

3.3.2 The Duty to Supply Certain Information

Section 43(1) is of the utmost importance to website designers because it provides a list of information which must be provided on the website where goods or services are offered to consumers. Failure to comply with this provision gives the consumer the right to cancel the transaction within 14 days after receiving the goods or services.\(^{87}\)

The list of 18 pieces of information includes general information such as the name, legal status, physical address and other contact details;\(^ {88}\) the address where the supplier will receive legal service of documents;\(^ {89}\) the names of self-regulatory or accreditation bodies to which the supplier belongs and their contact details;\(^ {90}\) and any codes of conduct to which the supplier subscribes (and the contact details of that body).\(^ {91}\)

The Act provides further for the provision of information such as the price of the goods or services, including transport costs, taxes and any other fees or costs;\(^ {92}\) the manner of payment; any terms of agreement, including any guarantees, that will apply to the transaction and how those terms may be accessed, stored and reproduced electronically by consumers;\(^ {93}\) and the time within which the goods will be dispatched or delivered.\(^ {94}\) The supplier must furthermore provide information about the manner and period within which consumers can access and maintain a full record of the transaction;\(^ {95}\) any return or exchange and refund policy;\(^ {96}\) as well as any alternative dispute resolution code to which that supplier subscribes and how the wording of that code may be accessed electronically by the consumer.\(^ {97}\)

There must also be a reference to the security procedures and privacy policy of the supplier in respect of payment, payment information and personal information;\(^ {98}\) and the minimum duration of the agreement in the case of agreements for the supply of products or services to be performed on an ongoing

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\(^{87}\) Sec 43(3).
\(^{88}\) Sec 43(1)(a)(b)(c).
\(^{89}\) Sec 43(1)(g).
\(^{90}\) Sec 43(1)(d).
\(^{91}\) Sec 43(1)(e).
\(^{92}\) Sec 43(1)(i).
\(^{93}\) Sec 43(1)(k).
\(^{94}\) Sec 43(1)(l).
\(^{95}\) Sec 43(1)(m).
\(^{96}\) Sec 43(1)(n).
\(^{97}\) Sec 43(1)(o).
\(^{98}\) Sec 43(1)(p).
basis or recurrently.99 Lastly the supplier must refer to the cooling-off where applicable.100

3.3.3 Opportunity to Review the Transaction

The supplier must provide the consumer with the opportunity to review the entire transaction; to correct mistakes; and to withdraw from the transaction before finally placing the order.101 Failure to comply with this provision also gives the consumer the right to cancel the agreement within 14 days after receiving the goods or services in question and the right to a full refund minus the costs of returning the goods.102

3.3.4 Utilisation of a Secure Payment System

One of the more contentious requirements is that the supplier “must utilise a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned”.103 Failure to comply with this rather vague requirement subjects the supplier to liability for damages suffered by the consumer due to non-compliance.104

This requirement raises the question whether banks that provide Internet banking services are liable for losses suffered by clients using their services if they suffer damage as a result of security breaches, which are at this point in time foreseeable and preventable. It must be borne in mind that the supplier cannot exclude liability for non-compliance by agreement.105

3.3.5 Performance Within a Specified Period

The supplier must perform within 30 days or such other period as agreed.106 If this requirement is not met, the consumer may cancel the agreement within seven days by means of written notice.107 The Act further provides that, if the supplier is unable to perform on the grounds that the goods or services are unavailable, it must notify the consumer immediately and must refund the consumer within 30 days after such notification.108

3.3.6 Protection Against Unsolicited Advertising (Spamming)

99 Sec 43(1)(q).
100 Sec 43(1)(r).
101 Sec 43(2).
102 Sec 43(4).
103 Sec 43(5).
104 Sec 43(6).
105 Sec 48.
106 Sec 46(1).
107 Sec 46(2).
108 Sec 46(3).
The sixth pillar of consumer protection is the regulation of unsolicited commercial communications.\footnote{109}

A sender of unsolicited commercial communications must provide the consumer with the option to cancel her subscription to the mailing list of the sender.\footnote{110} It must further, on request by the consumer, provide her with the identifying particulars of the source from which her personal information was obtained.\footnote{111} The Act further makes it clear that no agreement is formed where a consumer fails to respond to unsolicited communication.\footnote{112}

Lastly, a supplier is prevented from sending unsolicited commercial communications to a person who has advised the sender that such communications are unwelcome.\footnote{113}

Failure to comply with the provisions regulating Spam is criminalized and a fine or imprisonment not exceeding 12 months is prescribed.\footnote{114}

4 Concluding Remarks

4.1 The Act brings clarity to many issues about which there was much legal uncertainty in the past. This is to be welcomed.

4.2 The fact that parts of the Act are based on internationally accepted principles as contained in UNCITRAL’s Model Law on Electronic Commerce is also to be welcomed. This will facilitate international uniformity and legal certainty in e-commerce.

4.3 Although consumer protection is important, one may ask whether the burden placed on suppliers of goods and services by chapter VII of the Act will not undermine some of the worthy objectives as set out in section two of the Act. It will indeed be unfortunate if e-commerce in South Africa would suffer as a result of legislation that may be perceived as being too stringent on suppliers of goods and services.

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