

ICC eTerms 2004

A. Article 1 - E-commerce agreement

The parties agree:

1.1 that the use of electronic messages shall create valid and enforceable rights and obligations between them; and

1.2 that to the extent permitted under the applicable law, electronic messages shall be admissible as evidence, provided that such electronic messages are sent to addresses and in formats, if any, designated either expressly or implicitly by the addressee; and

1.3 not to challenge the validity of any communication or agreement between them solely on the ground of the use of electronic means, whether or not such use was reviewed by any natural person.

A. Article 2 - Dispatch and Receipt

2.1 An electronic message is deemed¹ to be:

(a) dispatched or sent when it enters an information system outside the control of the sender; and

(b) received at the time when it enters an information system designated by the addressee.

2.2 When an electronic message is sent to an information system other than that designated by the addressee, the electronic message is deemed to be received at the time when the addressee becomes aware of the message.

2.3 For the purpose of this contract, an electronic message is deemed to be dispatched or sent at the place where the sender has its place of business and is deemed to be received at the place where the addressee has its place of business.

¹ [See Guide to Electronic Contracting - Paragraph B.3](#)