

# Chapter 1

## Application and general provisions

**1.5 Application: electronic media and E-Commerce**

**Application to electronic media**

- 1.5.1 **G** ■ GEN 2.2.14 R (References to writing) has the effect that electronic media may be used to make communications that are required by the *Handbook* to be "in writing" unless a contrary intention appears.
- 1.5.2 **G** For any electronic communication with a *customer*, a *firm* should:
  - (1) have in place appropriate arrangements, including contingency plans, to ensure the secure transmission and receipt of the communication; it should also be able to verify the authenticity and integrity of the communication; the arrangements should be proportionate and take into account the different levels of risk in a *firm's* business;
  - (2) be able to demonstrate that the *customer* wishes to communicate using this form of media; and
  - (3) if entering into an agreement, make it clear to the *customer* that a contractual relationship is created that has legal consequences.
- 1.5.3 **G** *Firms* should note that ■ GEN 2.2.14 R does not affect any other legal requirement that may apply in relation to the form or manner of executing a *document* or agreement.
- 1.5.4 **G** [deleted]