In the Name of God

Electronic Commerce Law of the Islamic Republic of Iran

Chapter one- General Provisions

Part 1 – General

Section 1 – Domain and Application

Article 1 - This Law consists of a set of rules and principles to be applied for easy and secure communication of information in electronic intermediaries using state of the art communication systems.

Section 2 – Definitions

Article 2 –
   a) **"Data Message":** Any representation of facts, information, and concepts generated, sent, received, stored, or processed by use of electronic, optical or other information technology means.
   b) **"Originator":** The original source of "data message" by whom, or on whose behalf, the "data message" have been generated or sent but it does not include a person acting as an intermediary with respect to that "data message".
   c) **"Addressee":** The person intended by the originator to receive the "data message", but it does not include a person acting as an intermediary with respect to that "data message".
   d) **"Incorporation by Reference":** refers to a source outside the "data message"; which in case of its compliance with Article 18 of this Law, is deemed to be part of that "data message".
   e) **"Integrity":** The "data message" in its entirety and with no change. System management such as sending, receiving, storing or displaying data doesn't affect the Integrity of a "data message".
   f) **"Computer System":** Any type of system or a set of networked hardware/software-based systems applying auto-processing programs on "data messages".
   g) **"Information System":** A system for generating (originating), sending, receiving, storing or processing "data message".
   h) **"Secure Information System":** An information system that:

   1. Is reasonably protected against any misuse or penetration;
   2. Possesses a reasonable level of proper accessibility and administration;
   3. Is reasonably designed and organized in accordance with the significance of the task on hand;
   4. Is in compliance with secure methods.
   i) **"Secure Method":** A method to authenticate the correctness, the origin and the destination of a "data message", along with its date and to detect any error or modification, in communication, content, or storage of a "data message" from a certain point. A secure

message is generated using algorithms or codes, identification words or numbers, encryption, acknowledgement call-back procedures or similar secure techniques.

j) **"Electronic Signature":** Any sign appended or logically affixed to a "data message" which may be used to identify its signatory.

k) **"Secure/Enhanced/Advanced Electronic Signature":** Any electronic signature that is in compliance with Article 10 of this Law.

l) **"Signatory":** Any person, or someone who acts on his/her behalf, who generates an electronic signature.

m) **"Person":** Any natural or juridical person or the computer systems under their control.

n) **"Reasonable Test":** Is evaluated based on the status of a "data message" communication, taking into consideration the nature of communication, parties skill and position, their communication quantity, accessibility of the proposed options, and their dismissal by either side, expenses arising from proposed options, customary methods applied in such communications.

o) **"Consumer":** Any person acting for any purpose other than business or professional occupation.

p) **"Supplier":** Any person acting in his commercial, union or professional capacity.

q) **"Means of Distance Transaction":** Any means which, without the simultaneous physical presence of the supplier and the consumer, may be used to sell goods and services.

r) **"Distance Contract":** Offer and Acceptance for goods and services between a supplier and a consumer via means of distance transaction.

s) **"Durable Medium":** Any means such as: Floppy Disk, Compact Disc, Hard Disk, or consumer's e-mail on which the consumer can personally store a "data message".

t) **"Private data":** A "data message" associated with a specific person (Data Subject).

Section 3 – Interpretation

Article 3 – The international origin, the need to promote uniformity in its application, and the observance of good faith should always be taken into consideration in the interpretations of this Law.

Article 4 – Upon any ambiguity of the chapter one of this Law, courts of law shall pass their judgment in conformity with other statutes and within the framework of the parts, terms and conditions contained in this Law.

Section 4 – Validity of Private Agreements

Article 5 – Any change in the generation procedures, sending, receipt, storage or processing of a "data message" is deemed valid upon a mutual private agreement and consent.

Part 2 – Data message provisions

Written Document, Original Signature

Article 6 - When the existence of a written document is deemed legally requisite, "data message" can be used as a replacement except unless for the following cases:

a) Ownership documents of immovable property.
b) Sale of medical materials to the final consumers.
c) Announcements, notifications, warnings or the like statements issuing a particular provision on the use of goods or prohibiting the use of certain methods or their omission hereto.

Article 7 - Where the law requires a signature, an electronic signature may suffice.

Article 8 – Where the law requires that the information be presented or retained in its original form, it is also possible to retain it as "data message" if the following requirements are met:
- The information contained therein is accessible so as to be usable for subsequent reference.
- "Data message" is retained in the same format it was generated, sent or received or in a format which can exactly represent the information generated, sent or received.
- The information, if any, enabling the identification of the origin and destination of a "data message" and the date and time when it was sent or received is also retained.
- Other provisions that an institution, organization, and governmental agency or ministry has laid down within the scope of their functions are retained.

Article 9 – Under any circumstance where the distribution of a "data message" is terminated from a certain point in time and it is replaced with a paper document, this shall be expressly stated in the paper document. Such a replacement will on no occasion affect previous rights and obligations between both parties.

Part 2 – Secure "data message"

Section 1: Secure Electronic Signature and Electronic Record

Article 10 – A secure electronic signature must contain the following requirements:
a) Be unique to the signatory.
b) Identify the signatory of "data message".
c) Be signed by the signatory or under his/her sole intention.
d) Be affixed to "data message" in a way that any change in data message can be detected and identified.

Article 11 – A secure electronic record is a "data message" which is stored by the observance of the requirements of a secure information system and is accessible and perceivable when needed.

Section 2 – Admissibility, Evidential Value, and Consequences of Secure Electronic Record and Signature

Article 12 – Evidence and any supporting document may be in the form of "data message". The evidential value of a "data message" can by no means be repudiated solely due to its form and framework at any court or governmental office.

Article 13 – In general, the evidential value of a "data message" depends on the methods used to guarantee its security such as selecting a security measure that corresponds to the subject and purpose of the "data message".

Article 14 – All "data messages" which have been generated and stored via secure method are deemed to be valid and reliable documents by judicial or legal authorities in terms of what they contain as well as included signature therein, obligations of both parties or the party who covenants and all persons who act legally on their behalf, and effecting the terms and conditions contained therein.

Article 15 – The validity of a secure "data message", secure electronic record and secure electronic signature may not be questioned or denied; only a claim of forgery of a "data message" or a proof of its invalidity on a legal basis may be considered.

Article 16 – Any "data message" recorded and retained by a third party in accordance with the provisions of Article 11 of this Law, is deemed valid.

Part 4 – Communication of "Data Message"

Section 1 – Legal Validity of Incorporation by Reference, Contract and Intention of Parties

Article 17 – "Incorporation by Reference" is valid upon the satisfaction of one of the following conditions:
   a) Object of reference is expressly stated in the "data message".
   b) Object of reference is explicit and specified for the relying party.
   c) The referenced "data message" is acceptable by the relying party.

Section 2 – Attribution of "data message"

Article 18 – In the following cases, a "data message" is attributed to the originator:
   a) If it is sent by the originator or by a person who had the authority to act on behalf of the originator in respect to that "data message".
   b) If it is sent by a programmed information system or automated agent on behalf of the originator.

Article 19 – The addressee is entitled to regard the "data message" which is sent according to one of the following conditions as having been sent and to act on that assumption (having been sent):
   a) A method is introduced by or agreed with the originator indicating that the "data message" is in fact the same "data message" that was sent by the originator.
   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.

Article 20 – Article 19 of this Law does not comprise the cases where the message is not issued from the originator or is mistakenly issued.

Article 21 – Every "data message" is deemed to be a separate and distinct "data message" unless it turns out that the given "data message" is a duplicate of the original "data message".

Section 3 –Acknowledgement of Receipt

Article 22 – Where on or before sending a "data message", the originator has requested or agreed that the receipt of a "data message" be acknowledged, in case that no discussion or agreement has been reached on how to perform it, any automated communication or correspondence or adoption of any proper measure on the part of the addressee that reasonably assures the originator of the "data message" receipt, is deemed to be the acknowledgement of receipt.

Article 23 – Where the originator has expressly stated that any legal effect of 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.

Article 24 – Presumption of the receipt of "data message" does not hold true on the content of the "data message".

Article 25 – Where in the received acknowledgement it is stated that the receipt of related "data message" met technical requirements of applicable standards or a mutually agreed procedure, it is presumed that those requirements have been met.

Section 4: Time and Place of Dispatch and Receipt of "Data Message"

Article 26 – the dispatch of a "data message" occurs when it enters an information system outside the control of the originator or his/her agent.

Article 27 – The time of receipt of a "data message" is determined as follows:
  a) If the addressee's information system has been designated for the receipt of the "data messages", receipt occurs when:
    - The "data message" enters the designated information system; or
    - The "data message" enters an information system of the addressee that is not the one solely designated for such a purpose, and it is retrieved;
  b) If the addressee has not designated an information system for the receipt, receipt occurs when the "data message" enters an information system of the addressee.

Article 28 – The terms and conditions of Article 27 of this Law is effective regardless of the location of the information system.

Article 29 – In the event the location of the information system is different from that of the receipt of the "data message", the following conditions are to be effective:
  a) 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 or work, and is deemed to be received at the place where the addressee has its place of business or work.

b)   If the originator has more than one commercial domicile, the closest one to the place of transaction is considered his commercial domicile; otherwise, the corporate headquarters is considered as the commercial domicile.

c) If the originator or addressee does not have a commercial domicile, their residence is considered to be their commercial domicile.

Article 30 – The legal effects following attribution, receipt of acknowledgement, time and place of dispatch and receipt of "data message", the subject of section 2 to section 4 of Part 4 of this Law and also contents of "data message" are subject to general provision.

Chapter 2 – Certification Service Provider

Article 31 – Certification Service Providers are established to provide electronic signature services nationwide. These services consist of generation, issuance, transmission, confirmation, dismissal and update of electronic signature certificates.

Article 32 – The laws and regulations for the establishment of certification service provider, also the detailed liabilities of such centers will be prepared by the Management and Planning Organization, and the Ministries of Commerce, Communication and Information Technology, Economic Affairs & Finance, and Justice and ratified by the cabinet.

Chapter 3 – Miscellaneous

Part 1 –Sole Protection in Electronic Transactions

Section 1 – Consumer Protection

Article 33 – Sellers of goods and service providers shall, in good time and before entering into contract and providing the consumer with information affecting his decision making for the purpose of purchase or acceptance of the terms. The minimum required information includes the following:
   a)   Technical specifications and functional characteristics of goods or services.
   b) The identity of the supplier, the trade name under which he is working and his address.
   c) E-mail address, telephone number, or any method by which the customer, when needed, can contact the seller.
   d) All the expenses that will be charged to the customer for the purchase of goods (including the price of goods or services, tax, freight cost, calling charges).
   e) The period for which the offer remains valid.
   f) Terms and process of contract including payment terms and arrangements, delivery or implementation, cancellation, return, after-sales services.

Article 34 – Along with approving the preliminary information, the supplier shall also separately send the following pieces of information:
   a) The business or work address of the supplier for possible complaints.

b) Information on after-sales services and guarantees.
c) Terms and conditions to terminate the contract according to Articles 37 and 38 of this Law.
d) Terms and conditions of cancellation in service contracts.

Article 35 – The stated information and acknowledgment of stated information to the consumer shall be provided in a durable medium, clear and comprehensible manner in good time and by use of appropriate means of communication within a certain period, with due regard to good faith in commercial transactions, such as special measures for the disabled, and the children.

Article 36 – In the case of telephone communications, the identity of the supplier and the commercial purpose of the call shall be made explicitly clear at the beginning of any conversation with the consumer.

Article 37 – For any distance transaction the consumer shall have a period of at least seven working days in which to withdraw from the contract (right of withdrawal) without penalty and without giving any reason. The only charge that may be made to the consumer is the cost of returning the goods.

Article 38 – The withdrawal may be exercised as follows:
a) In case of sale of goods, from the day of delivery of goods to the consumer and in case of sale of services from the day the contract is effective.
b) In any case, the exercise of consumer's right of withdrawal begins once the information the supplier is bound to present according to Articles 33 and 34 of this Law is presented.
c) As soon as the right of withdrawal has been exercised by the consumer pursuant the supplier shall immediately reimburse the sums paid by the consumer free of charge.
d) Consumer's right of withdrawal may not be exercised in cases where the type of goods and services are subject to particular terms. Such cases are according to the regulations being specified in accordance with Article 79 of this Law.

Article 39 – Where a supplier fails to perform his side of the contract on the grounds that the goods are unavailable or services can not be performed, he is bound to immediately refund the sums he has received to the addressee unless in case of sale of merchandise of a general description and obligations whose fulfillment is not impossible for ever and the addressee is willing to wait until the availability of goods or performance of obligation. If the supplier turns out to be aware of his incapability of performing his obligation from the beginning, in addition to being bound to reimburse the sums he has received, he is sentenced to the maximum punishment under this Law.

Article 40 – The supplier can provide the consumer with goods or services of equivalent quality and price provided that this was announced before or during the transaction.

Article 41 – If the supplier dispatches the consumer goods or services other than subject of the transaction or obligation, the goods and services shall be returned and the cost of returning shall be borne by the supplier. Nevertheless, if the dispatched goods and services are offered by the supplier as another transaction or obligation, the addressee can accept it.

Article 42 – The protections laid down herein do not apply in the following cases:
  a) The financial services the list of which is determined by the regulations specified in accordance with Article 79 of this Law.
  b) Transactions relating to sale of immovable property or rights of ownership arising from immovable property except for rental.
  c) Purchase from automatic vending machines.
  d) Transactions carried out through the use of public payphones.
  e) Transactions carried out in auctions

Article 43 - The supplier shall not regard the silence of the consumer as contentment.

Article 44 – In the case of a dispute or uncertainty, the case shall be examined by judicial authorities.

Article 45 – The execution of consumer's rights under this Law shall not be limited by other Laws that provide less support for the consumer.

Article 46 – The use of contractual conditions that are in contradiction with the regulations of this section and also the application of unfair conditions that disadvantages consumer shall not be effective.

Article 47 – In distance transactions, that part of the transaction which is carried out through a method other than means of distance transaction is not subject to the regulations of this Law.

Article 48 – Legal and civil organizations protecting consumer's rights can file a suit as a petitioner. Its processing is subject to regulations that will be proposed by the Ministry of Commerce and ratified by the cabinet.

Article 49 –Consumer's rights when dealing with Electronic Payment systems is subject to rules and regulations which have been or will be ratified by the relevant judicial authorities.

Section 2: Marketing

Article 50 – Suppliers, in the process of marketing their goods and services, shall not commit or exclude an act that may mislead and deceive the addressee in terms of quantity and quality.
Article 51 – Suppliers who are advertising for the sale of their goods and services shall not endanger people's health.

Article 52 – The supplier shall advertise in such a manner that would enable the consumer to precisely, accurately, and clearly understand the description of the advertised goods and services.

Article 53 – In advertising and marketing processes, the identity of the person or business who is advertising should be clear, and evident.

Article 54 – Suppliers shall not take advantage of the special features of electronic transactions to conceal facts in relation to their identity or place of business.

Article 55 – Suppliers shall provide the consumers with the required arrangements that would enable them to choose whether to receive the advertisements at their mailing or e-mail address.

Article 56 – Suppliers shall act professionally. The corresponding rules and regulations shall be in accordance with Article 79 of this Law.

Article 57 – Advertisement and marketing for children and young people under the legal age is subject to regulations that will be stated in Article 79 of this Law.

Section3: Protection of Private "Data Message"

Article 58 – Storing, processing or distributing private "data messages" which may reveal tribal or ethnic origins, moral and religious beliefs, ethical characteristics, and "data messages" regarding the physical, psychological, or sexual condition of people, without their explicit consent is illegal.

Article 59 – Upon the consent of the person who is the subject of a "data message", provided that the content of the "data message" is in accordance with statute laws of the Islamic Consultative Assembly, storing, processing, and distributing personal "data messages" via electronic means shall be subject to the following terms:
   a) Its goals shall be specified and clearly described.
   b) The "data message" shall be collected to the required extent and in compliance with the goals described to the person who is the subject of the "data message" while collecting the information and be applied merely for the goals set out therein.
   c) The "data message" shall be correct and up-to-date.
   d) The person who is the subject of a "data message" shall have access to those computer files containing his/her personal "data messages" and be able to remove or amend partial or incorrect "data messages".
   e) The person who is the subject of "data message", while adhering to the regulations, shall be able to request the complete removal of the computer files of his personal "data messages".

Article 60 – Storing, processing, or distributing "data messages" of medical or health records are subject to the regulations in accordance with Article 79 of this Law.

Article 61 – Other issues on the accessibility of the subject of a "data message" such as exceptions, the supervision and control of personal "data messages" are subject to terms and conditions contained in Chapter Four of this Law and relevant regulations.

Part 2: Protection of "data message" in electronic transactions

Section 2: Protection of Authors' Right in electronic transactions

Article 62 – The right to copy, perform and distribute (supply, and publish) materials that are subject to the protection of authors', composers' and artists' rights Law enacted on 1348/9/3 and translation and copy of books and publications and audio products Law enacted on 1352/9/26 and the protection of computer software producers Law enacted on 1379/10/4 , in the form of a "data message" belongs exclusively to the author. Any publication or work in the form of "data

message" such as information, software and computer programs, computerized tools and methods, databases, and also intellectual property rights, when dealing with electronic transactions, is subject to patent rights, author's rights, rights related to the author's right, protection of databases, protection of Integrated Circuits & Chips, protection of trade secrets, foregoing terms of this Article and registration of trade names and invention Law enacted on 1310/4/1 and amended executive procedures of enforcing registration of trade marks and invention Law enacted on 1337/4/14 provided that the stated items in both of the laws comply with other ratifications of the Islamic Consultative Assembly.

Note 1 – Rights related to literary and Artistic rights, previously referred to as neighboring rights include the rights of other elements in addition to the author such as the rights of the artists performing the work, producers of audio and video products, and recording and distributing organizations and institutions which are subject to the laws enacted on 1348/9/2 and 1352/9/26 contained herein.

Note 2 – Integrated Circuit is an electronic component with a particular diagram and logic whose functionality and applicability can be replaced with a large number of regular electronic components. Subject to the Registration of Trade marks and Invention Law enacted on 1310/4/1 and amended regulations of enforcing registration of trade marks and invention Law enacted on 1337/4/14, the design and placement diagrams, and the logic of these circuits are protected.

Article 63 – Temporary acts of copy, performance, and distribution of the work which is an inevitable part of "data message" processing on networks is not subject to the foregoing regulation.

Section 2 – Protection of Trade Secrets

Article 64 – In order to protect legitimate and fair competitions in electronic transactions, illegal acquisition of trade or economic secrets of agencies and institutions or the disclosure of such secrets to third parties in electronic environment is deemed an offence and the offender will be sentenced according to this Law.

Article 65 – Electronic trade secrets are "data messages" consisting of information, formulas, patterns, software and programs, means and methods, techniques and procedures, unpublished writings, business and transaction methods and procedures, strategies, plans, financial information, customers list, trade projects and the like which have an economic value by themselves, are inaccessible to the public and reasonable efforts have been made for their protection.

Section 3 – Protection of Trade Marks

Article 66 – In order to protect consumers' rights and encourage legitimate competition in trough electronic transactions, use of trade marks as domain name or any online usage of trade marks which may mislead or deceive the other party in terms of the originality of goods and services is illegal and the offender will be sentenced according to this Law.

Chapter Four – Fines and Penalties

Part 1 – Fraud

Article 67 – Anyone who deceives others or misleads auto- processing systems and the like, during an electronic transaction, by misuse or unlawful use of "data messages", programs, computer systems, and means of distance transaction, and committing such acts as penetration, removal, and termination of a "data message", interfering with the application of a computer system or program, etc. and by means of this method obtains property or financial concessions for himself or others, is deemed an offender and in addition to the return of property to its owner is given a one to three year sentence in prison and pecuniary punishment equal to appropriated property.
Note – Initiation of such crime is also deemed to be a crime and its penalty is the minimum punishment in this Article.

Part 2 – Forgery

Article 68 - In electronic transactions, anyone forging "data messages" which are of financial and evidential value in order to use it as a valid "data message" in judicial, financial offices, etc, by means of penetration, removal, and termination of "data messages" and interference with computer systems and "data message" processing, or use of applied means of encryption systems to make a signature – like private keys – without signatory's permission, or by making a signature lacking registration record in electronic registration offices, or incompliance of those means with the name of the owner in the same list and obtaining a forged certificate and the like, is considered a forger and sentenced for one to three years imprisonment and a cash penalty of 50,000,000 Rls.

Note – The penalty of initiation of this crime is the minimum of the punishment in this Article.

Part 3 – Violation of Exclusive Rights in Electronic Transactions

Section 1 – Violation of Consumer's Rights and Advertising Regulations

Article 69 – A supplier who violates Articles 33, 34, 35, 36, and 37 of this Law will be sentenced to a penalty of 10,000,000 to 50,000,000 Rls.
Note – A supplier who violates Article 37 will receive maximum punishment.

Article 70 – A supplier who violates Article 39, 50, 51, 52, 53, 54, and 55 of this Law will be sentenced to a penalty of 20,000,000 to 100,000,000 Rls.

Note 1 – A supplier who violates Article 51 of this Law will receive the maximum punishment as contained therein.
Note 2 – A supplier who violates Article 55 of this Law will receive the minimum punishment as contained therein.

Section 2 – Breach of Protection of Personal "Data Message"

Article 71 – In electronic transactions, anyone who violates the terms contained in Articles 51 and 58 of this Law is deemed an offender and will be sentenced to one to three year imprisonment.

Article 72 – When the offenses related to personal "data messages" are committed by Certificate Service Providers and other responsible institutions, the offender will receive the maximum punishment as contained in Article 71 of this Law.

Article 73 – If, upon negligence or carelessness of Certificate Service Providers, offences of personal "data messages" are committed, the offender will be sentenced to three months to one year imprisonment and a cash penalty of 50,000,000 Rls.

Part 4 – Violation of "Data Message" Protection in Electronic Transactions

Section 1 – Violation of Author's Right

Article 74 – In an electronic transaction, anyone who violates the protection of authors', composers' and artists' rights Law enacted on 1348/9/3 and translation and copy of books and publications and audio products Law regulated on 1352/9/26 and the protection of computer software producers Law enacted on 1379/10/4 , provided that according to ratifications of the Islamic Consultative Assembly the foregoing issues be deemed legal, will be sentenced from three months to one year in prison or a penalty of 50,000,000 Rls.

Section 2 – Violation of Trade Secrets

Article 75 – Those who violate Article 64 of this Law and anyone who, trough electronic means, has obtained trade secrets or disclosed them to third parties in order to compete, benefit, or do damage to commercial, industrial, economical, and service corporations violating employment contract where it prohibits revealing trade secrets, will be sentenced from 6 months to 2.5 years in prison or a penalty of 50,000,000 Rls.

Section 3 – Violation of Trade Marks

Article 76 – Those who violate Article 66 of this Law will be sentenced from one to three years in prison and a penalty of 20,000,000 to 100,000,000 Rls.

Section 4 – Others

Article 77 – Other offences, procedural law and regulations related to judicial competence and methods of international legal cooperation relevant to electronic transactions are subject to the Law.

Chapter 5 – Compensation

Article 78 – When in trough electronic transactions, damage is done to a person due to the deficiency or fault of private or governmental institutions except for physical disconnection of electronic connection; the involved institutions are liable for compensation unless the damage is the result of personal act which renders these persons liable for compensation.

Chapter 6 – Miscellaneous Provisions

Article 79 – The Ministry of Commerce shall identify areas relevant to electronic commerce which may be effective in the performance of this Law and presenting proposals to be approved by the high council of information technology, it shall seek compilation of relevant rules and the regulations of this Law by affiliated institutions. These rules and regulations will be put into effect following ratification of cabinet. Other regulations stated in this Law will be prepared as follows:
   a) Regulations related to Articles 37 and 38 of this Law shall be prepared following a proposal from the Ministries of Commerce, and Economic Affairs & Finance, the Management and Planning Organization, and the Central Bank of the Islamic Republic of Iran and ratified by the cabinet.
   b) Regulations related to Articles 56 and 57 of this Law shall be prepared following a proposal from the Ministry of Commerce, and Culture & Islamic Guidance, and the Management and Planning Organization and ratified by the cabinet.
   c) Regulations related to Article 60 of this Law shall be prepared following a proposal from the Ministry of Health & Medical Education and the Management and Planning Organization and ratified by the cabinet.

Article 80 – In order to promote electronic commerce activities, the Ministry of Commerce, by merging its existing units and some of its affiliated units, shall establish a Center. The articles of association and its regulations shall be prepared following a proposal from the Ministry of Commerce, and the Management and Planning Organization and ratified by the cabinet.

Article 81 – Originators, addresses, archivists, consumers and all those having a "data message" shall maintain and make appropriate copies of the "data message" at their disposal such that in case of any hazard for one, other copies are safe.

This Law consisting of 81 Articles and 7 notes, was enacted in the open session of the Islamic Consultative Assembly on Wednesday, 1382/10/17 and was ratified by the Guardian Council on 1382/10/24.