

Draft E-Commerce Law of the People's Republic of China

Chapter One General Principles

Article 1

This Law is formulated with a view to promoting the continuous and sound development of e-commerce, regulating market order, and safeguarding the legitimate rights and interests of entities in business activities- of e-commerce.

* Article 2

This Law applies to e-commerce activities that take place within the territory of the People's Republic of China or in which domestic e-commerce business entities or consumers participate in.

Article 3

For purposes of this Law, "e-commerce" means transactions of goods or services through the Internet or other information networks.

Where another laws and administrative regulations contain specific provisions on transactions of goods or services in e-commerce, such specific provisions shall prevail. The Law of E-commerce doesn't apply to financial products and service as well as the services of broadcasting audio and video programmes in the information network and online publication.

Article 4

The State encourages activities that develop new forms of e-commerce, innovate in business models, promote the application of new technologies in e-commerce and create a favourable market environment for innovative development.

Article 5

Parties to e-commerce activities shall abide by the principle of voluntariness, impartiality, honesty and good faith, and adhere to public commercial moral in their business transactions.

The State encourages the establishment of the e-commerce credit system, the establishment and improvement of the e-commerce credit record, credit rating and credit management system, and improvement of the e-commerce credit service guarantee system.

Article 6

The State shall maximise the decisive role of market in resource allocation, encourage and support business entities' self-operation and self-regulation in accordance with the law.

Article 7 The State Council and people's government at county level or above shall include e-commerce development in the respective national economic and social development plans, formulate scientific and appropriate industry policies, improve standard systems, and improve and innovate e-commerce administration system and regulatory methods that suit the characteristics of e-commerce activities.

Article 8

E-commerce industry associations and business entities shall reinforce industry self-regulation, establish and improve industry code of conduct and network code of conduct, guide business entities of the industry to engage in fair competition, and promote the credibility construction of the industry.

The State encourages, supports and guides the joint participation of e-commerce industry associations, e-commerce business entities, consumers, etc. in the management of the e-commerce market.

Article 9

The State shall accord equal treatment of online and offline commercial activities and promote their integrated development. People's governments of various levels and relevant authorities may not adopt discriminatory policies or measures.

Article 10

The State safeguards the security of e-commerce transactions, protect user information in e-commerce, encourages e-commerce data exchange and sharing, and safeguards the orderly flow and appropriate use of e-commerce data in accordance with law.

Chapter Two E-commerce Business Entities

Section 1 General Provisions

Article 11 For the purpose of this Law, “e-commerce business entity” means an e-commerce third-party platform or an e-commerce business operator.

For the purpose of this Law, “e-commerce third-party platform” means a legal person or other organization that provides cyber space, virtual business premises, transaction matching, information distribution and other services to two or more parties to an e-commerce transaction so that the parties may engage in independent transactions.

For the purpose of this Law, “e-commerce business operator” means any natural person, legal person or other organization, other than an e-commerce business entity, that sells goods or provide services through the Internet or other information networks.

Article 12

An e-commerce business entity shall go through relevant industry and commerce registration procedures in accordance with the law. Household handicraft entities, self-marketing agricultural products, and provision of service with personal skills and other business which are not required of license or registration by the laws and regulation to may be exempted from the industry and commerce registration procedures. The specific measures thereof shall be formulated by the State Council.

Natural persons that are engaged in e-commerce activities at the third-party platforms should provide the platforms with authentic information such as their names, addresses, ID cards, contact information, etc.

Article 13

An e-commerce business entity shall carry out business activities in compliance with the law. Where an relevant administrative license is required, such license shall be obtained in compliance with the law.

Article 14

Goods sold or services provided by an e-commerce business entity shall be in compliance with laws and administrative regulations.

An e-commerce business entity may not sell goods or provide services that are prohibited by laws or administrative regulations.

Article 15

An e-commerce business entity shall perform its duty to pay tax and enjoy the right to tax benefits in accordance with specific taxation laws and regulations.

Article 16

An e-commerce business entity may issue paper invoices or e-invoices for goods sold or services provided by it.

An e-invoice shall have the same legal force as a paper-based invoice.

Article 17

An e-commerce business entity shall publicise its business licence, as well as administrative licence information related to its business operation at a conspicuous position of its homepage.

In case that there is a change in the business license or administrative license information of an e-commerce business entity, such change shall be promptly publicized.

Article 18

Where an e-commerce business operator intends to terminate its e-commerce activities, it shall announce the relevant information at a conspicuous position of its homepage 60 days in advance, and take necessary measures to safeguard the rights and interests of consumers.

Where an e-commerce third party platform intends to terminate its transaction platform services, it shall announce the relevant information at a conspicuous position of its homepage 90 days in advance, and take necessary measures to safeguard the rights and interests of the relevant business operators and consumers.

Section 2 E-commerce Third-party Platforms

Article 19

An e-commerce third party platform shall examine and register the identity, administrative licence and other information of a business operator that applies for entering the platform to sell goods or provide services, establish a registration file, and regularly verify and update the same.

An e-commerce third party platform shall examine and monitor information on goods and services on the platform. Where it detects any circumstance that violates Article 13 and Article 14 of this Law, it shall promptly report to the relevant authority in accordance with law, and take necessary measures.

Article 20

An e-commerce third party platform shall provide relevant authorities with technical support and assistance in their law enforcement activities in accordance with the law.

Where an e-commerce third party platform issues warning, suspends or terminates services or takes other measures against a business operator in accordance with the provisions of the platform service agreement and trading rules, such information shall be publicised in a timely manner. Suspected violations of the law shall be reported to the relevant authorities.

Article 21

An e-commerce third party platform shall take necessary technical and management measures to ensure the normal operation of the platform, and provide necessary and reliable transaction environment and services to safeguard e-commerce transaction security.

An e-commerce third party platform shall establish a contingency plan for emergencies in accordance the law. In the event of an emergency, it shall immediately launch the contingency plan, take remedial measures and report to the relevant authorities in accordance with law.

Article 22

An e-commerce third party platform shall formulate a platform service agreement and trading rules in compliance with principles of openness, fairness and impartiality, and clearly stipulate the obligations and responsibilities in such aspects as the entry and exit of the platform, the guarantee of commodity and service quality, and the protection of consumers' rights and interests.

The platform service agreement and trading rules shall be continuously displayed at the e-commerce third party platform, and technical measures shall be taken to make sure that e-commerce business operators and consumers may read and save the same in a convenient and complete manner. Such platform service agreement and trading rules shall be filed with the relevant authority in accordance with the relevant provisions.

An e-commerce third party platform shall establish credit rating systems, publicize credit rating rules, and offer objective, fair and reasonable credit ratings.

Article 23

An e-commerce third party platform shall modify the trading rules in compliance with principles of openness and reasonableness, call for comments at a conspicuous position of its homepage, and take reasonable measures to ensure the express of opinions by stakeholders in a timely and adequate manner. The modified contents shall be publicized at least 7 days in advance.

Where a business operator is dissatisfied with the modified rules and requests exit from the platform, the e-commerce third party platform shall allow such exit and assume liabilities in accordance with the trading rules before their modification.

Article 24

Where an e-commerce third party platform conducts the self-operated goods or service business on its platform shall, in a conspicuous manner, differentiate and mark the self-operated goods or services from those provided by other business operators on the platform, and should not mislead the consumers.

Article 25

An e-commerce third party platform shall record and preserve the information on goods, services and transactions released on the platform, and ensure the authenticity, completeness and accuracy of such information. The information on goods, services and transactions shall be preserved for no less than three years from the date of completion of the transaction. Where laws make other provisions with respect to such information, such provision shall prevail.

Chapter III E-commerce Transactions and Services

Section 1 E-contract

Article 26

This Law applies to e-contracts concluded between parties. Matters not covered by this Law shall be regulated by the Contract Law of the People's Republic of China and the Electronic Signature Law of the People's Republic of China.

Article 27

In the course of e-commerce activities, a party to an electronic contract shall be presumed to possess the necessary capacity for civil conduct and to have expressed its genuine intent, unless there is evidence to the contrary.

Article 28

Where the goods or services information released by an e-commerce business entity satisfies the conditions for an offer, a contract is established when a party chooses the goods or services and submits the order. Where the parties agree otherwise, such agreement shall prevail.

The time of arrival of an electronic offer or acceptance shall be that when it becomes capable of being searched and identified by the recipient.

Article 29

Establishment or performance of the contract by a party to an e-contract with an automatic transaction information system shall be legally binding on the party that uses such an automatic transaction information system.

Article 30

In conformity with any one of the following requirements, for e-contracts that uses automatic transaction information system, in the event of erroneous input occurs in the course of human-computer interaction, and unavailability of correction mechanism in the system, a user may retract the erroneous input:

- (1) If the user immediately notifies the other party of the erroneous input upon its occurrence; or
- (2) If the user has not obtained any substantive interest or value from the other party.

Section 2 Electronic Payment

Article 31

For the purpose of this Law, “electronic payment” means transfer of monetary funds through an electronic payment order between a payer and a payee for e-commerce purposes.

The People's Bank of China and the State Council's bank administration authority shall conduct supervision and regulation of electronic payment service providers in accordance with law.

Article 32

An electronic payment service provider shall provide secure payment services. Where an electronic payment service provider fails to conform with financial information security requirements of the government and causes losses to the electronic payment service recipient, it shall assume liabilities in the form of return of funds, payment of differences, and compensation of due interest losses.

Where an electronic payment service provider opens an account for an electronic payment service recipient, it shall conduct real-name account management, and may not open any anonymous or pseudonymous account.

An electronic payment service provider shall notify the electronic payment service recipient of the functions, use methods, notices, risks, charges and other matters in relation to the electronic payment services, and may not impose any unreasonable trading conditions. The electronic payment service provider shall ensure the completeness, consistency, trackability and tamper-proofness.

An electronic payment service provider shall provide the electronic payment service recipient with account statements and transaction records of the recent three years free of charge.

Article 33

An electronic payment service recipient shall provide the electronic payment service provider with genuine and valid identity and contact information, and promptly notify the electronic payment service provider in the event of a change of the said information.

An electronic payment service recipient shall, in compliance with its agreement with the electronic payment service provider, use the electronic payment service to the extent permitted by law, pay service fees, and properly keep payment passwords, electronic signatures and other security tools. An electronic payment service recipient shall promptly notify the electronic payment service provider of any loss or false use of security tools, or other unauthorized payments.

Article 34

Upon completion of the electronic payment, the electronic payment service provider shall, promptly and accurately, provide payment confirmation to the electronic payment service recipient in the agreed manner.

Where the electronic payment order is not successfully executed, the electronic payment service provider shall promptly notify the electronic payment service recipient, and take necessary remedial measures.

Article 35

An electronic payment service recipient shall be responsible for the correctness of payment orders issued by it. Before issuance of the payment order, the electronic payment service recipient shall check the amount, payee and other information contained in the payment order.

Where an erroneous payment order occurs, the electronic payment service provider shall promptly investigate the reason and take corrective measures. An electronic payment service provider shall be liable for compensation of losses suffered by the electronic payment service recipient, unless it could prove that the erroneous payment is not attributable to it.

Article 36

An electronic payment service provider shall, upon detection of an unauthorized payment order, or reception of an electronic payment service recipient's notice of unauthorized payment order, take immediate measures to prevent further losses. Where further losses are caused by the failure of the electronic payment service provider to promptly take measures, it shall be liable for the further losses.

An electronic payment service provider shall be liable for losses caused by unauthorized payment, unless otherwise provided by law. An electronic payment service provider shall not be liable provided that the unauthorized payment is proved to be caused by the fault of the electronic payment service recipient, and that the electronic payment service provider could prove that there is no fault on its part.

Article 37

An electronic payment service provider may not misappropriate the reserve. An electronic payment service recipient can request the electronic payment service provider to transfer its reserve to the settlement account according to the agreement. The electronic payment service provider may not set obstacles or impose unreasonable charges.

For the purpose of this Law, "reserve" means monetary funds actually received in advance by a non-banking payment institution as an electronic payment service provider in the course of payment services as authorized by the electronic payment service recipient.

Section 3 Express Logistics and Delivery

Article 38

The establishment, modification and termination of express logistic service providers, and the provision of courier and logistic services for e-commerce purposes shall be in compliance with relevant laws and administrative regulations.

Where an express logistic service provider provides its services to e-commerce by way of franchise, it shall possess qualification to operate in the relevant geographic region and the scope of business, and conclude a written agreement on its rights and obligations.

For the purpose of this Law, "franchise" means that two or more express logistic service providers, in accordance with relevant laws and administrative regulations, use a uniform trademark, trade name or waybill, form a common service network and provide courier and logistic services on basis of common terms of services.

Article 39

An express logistic service provider shall publicize its service commitments to the public. Any change in the service commitments shall be promptly publicized.

An express logistic service provider shall, in the course of operation, reinforce the informationalisation, networking and standardization of its services, standardizes its data processing and management procedures, and ensure the accurate and trackability of operation information.

Where a delay, loss, destruction or shortage of e-commerce subject matters occurs in the course of the service, an express logistic service provider shall make compensation in accordance with law. Where express logistic services are provided by franchise, the franchisee and franchiser shall assume joint and several liabilities.

Article 40 An express logistic service provider shall establish and strictly follow its technical code of operation, and ensure safety in the course of operation.

An express logistic service provider shall perform its examination obligation while collecting e-commerce subject matters, and may not collect any prohibited or restricted item under the state provisions.

Article 41

An express logistic service recipient shall truthfully fill out the waybill. An express logistic service provider shall verify information on the waybill and refuses to collect in the event of incomplete or false information.

Where a specific agreement with an express logistic service recipient is in place or where collection on delivery service is provided, the express logistic service provider shall specify the rights and obligations in delivery and inspection of the e-commerce subject matter with the express logistic service recipient in a contract.

Article 42 An express logistic service provider providing collection on delivery service shall establish strict cash management, safety management and risk control systems. The express logistic service provider shall conclude agreements with e-commerce business entities on charging rates, means of services, dispute settlement and other matters.

For the purpose of this Law, “collection on delivery” means the added value express logistic service in the form of collecting payment and settlement provided by an express logistic service provider, in addition to the express logistic services, by using its service network and resources.

Article 43 An e-commerce business entity may not charge the consumers of a courier fee that is higher than the publicized service price of the express logistic service provider, or limit the scope of express logistic service providers choosable by the consumer by abusing its commercial advantages.

Article 44 Where the subject matter of an e-contract is goods that will be delivered by courier service, the time of delivery shall be that of the reception by the express logistic service recipient. Where the subject matter of an e-contract is a service, the time of delivery shall be that as stated on the electronic or paper-based certificate so produced.

Where subject matter of an e-contract is a digital product provided online, the time of delivery shall be that when the digital product is sent by the party fulfilling delivery obligation to a specific system designated by the other party and becomes searchable and identifiable.

Where parties to an e-contract have otherwise agreed on the means and time of delivery of goods, services and digital products, such agreement shall prevail.

Chapter Four Guarantees for E-commerce Transactions

Section 1 E-commerce Data Information

Article 45

An e-commerce user enjoys independent right over its personal information in accordance with the law.

For the purpose of this Law, “personal information” means the name, identification number, address, contact information, location information, bank information, transaction record, payment record, shipment record and other information that may be used to determine a user’s information independently or in combination with other information.

Article 46

To collect the users’ personal information, an e-commerce business entity shall abide by the principles of lawfulness, legality, and necessity, publicise the rules on information collection, processing and use to the users, and obtain user consent.

An e-commerce business entity may not force users to consent its collection, processing and use of personal information by refusing the provision of services.

Collection of personal information through illegal transaction, illegal hacking, fraud, threat or other means without user’s authorization shall be prohibited.

Modification by an e-commerce business entity of rules on information collection, processing and use shall obtain user consent. Where a user refuses to consent, the e-commerce business entity shall provide corresponding remedies.

Article 47 A user may inquire its personal information. Upon reception of user inquiry request, an e-commerce business entity shall promptly provide the inquired result after identity verification. Where a user requests modification or supplement of erroneous information, the e-commerce business entity shall promptly make the modification or supplement.

Article 48

Processing and use of personal information by an e-commerce business entity shall be in compliance with the user-consented rules of processing and use. Where processing and use of personal information by the e-commerce business entity may infringe upon an user's legitimate rights and interests, the user may demand the e-commerce business entity to stop the relevant activities.

An e-commerce business entity shall notify the changes in the purpose, means and scope of information processing and use as agreed at the time of information collection shall be notified to the users, and obtain the latter's express consent.

Upon expiration of the statutory or agreed term of preservation, the e-commerce business entity shall on its own initiative, or at the user's request, delete, stop processing and use, or destroy the relevant personal information.

Article 49

An e-commerce business entity shall establish and improve internal control system and technical management measures to prevent data disclosure, loss or destruction and ensure e-commerce data security.

An e-commerce business entity shall, upon the occurrence or likelihood of an incident of disclosure, loss or destruction of a user's personal information, take immediate remedial measures, promptly notify the user and report to the relevant authority.

Article 50

Where e-commerce business entities exchange and share e-commerce data, such data shall be processed so that it may not be used to identify specific individuals and terminal or be recovered.

Article 51

An e-commerce business entity shall provide e-commerce data to the relevant authorities in accordance with laws and administrative regulations. Such department shall take necessary measures to ensure security of the said data.

Article 52

The State shall take effective measures to promote the establishment of public data sharing mechanisms, promotes the legal use of public data by e-commerce business entities, and safeguard the authenticity, reliability and security of e-commerce transactions.

Section 2 Market Order and Fair Competition

Article 53

E-commerce business entities shall protect intellectual property rights in accordance with law, and establish intellectual property protection rules. Where an e-commerce third-party platform is aware of an obvious intellectual property infringement committed by a business operator on the platform, it shall remove, block or disable the link, terminate transaction and services or take other necessary measures in accordance with law.

Article 54

Where an e-commerce third party platform receives the intellectual property right holder's notice of intellectual property infringement by a business operator on the platform, it shall promptly forwards the notice to the business operator on the platform, and take necessary measures in accordance with the law. Where the intellectual property right holder causes losses to the business operator on the platform by erroneous notification, it shall assume relevant civil liabilities.

Where the business operator on the platform, upon reception of the forwarded notice, provides a declaration on non-infringement to the e-commerce third party platform, the e-commerce third party platform shall promptly terminate the measures taken, forward the declaration by the business operator to the intellectual property right holder, and inform the right holder that it may file a complaint to a competent administrative authority or bring a suit to the people's court.

An e-commerce third party platform shall timely publicise the received notices, declarations and results.

Article 55 The following unfair competition activities shall be prohibited in the course of e-commerce:

(1) To use a commercial mark that is identical or similar to another's main part of domain name, website name, webpage or other well-known commercial mark without authorization, misleading the public and causing confusion in the market;

(2) To use fake links, confusing links or other fraudulent links;

(3) To attack or hack another business operator's network system, maliciously visit, block or tamper another business operator's online shop, affecting the normal business operation;

(4) To use electronic mark of a governmental department or a social organization, causing misunderstanding;

(5) To use terms of services or other means to restrict transaction, impose unreasonable chargers or other unreasonable trading conditions; and

(6) Other unfair competition activities provide by laws and regulations.

Article 56

The following activities that undermine the e-commerce credit rating system shall be prohibited in the course of e-commerce:

(1) To increase its own or another's commercial credit by fictitious transactions, deletion of unfavorable reviews, trading favorable reviews for benefits or other conditions, or other means;

(2) To undermine another's business reputation by giving malicious review without factual basis;

(3) To harass or threaten the other party of the transaction, forcing it to provide, modify or delete review for goods or services against its will;

(4) To tamper or selectively disclose an e-commerce business entity's credit rating record;

(5) To publicize false credit rating information; and

(6) Other credit rating activity that is in violation of laws, regulations and principles of objectivity, fairness and reasonableness.

Section 3 Protection of the Rights and Interests of Consumers

Article 57

An e-commerce business entity shall disclose genuine, complete and accurate information on goods or services, and safeguard the consumers' right to know and right to choose.

Article 58

Producers and sellers of goods shall be responsible for the quality of their goods, and providers of services shall be responsible for the quality of said services. Where a consumer suffers infringement of its

legitimate rights and interests by purchasing goods or receiving services through an e-commerce third party platform, it may claim compensation from the producer and seller of the goods, or the provider of the services.

Where an e-commerce third-party platform can't provide consumers with the real name, address and other valid contact information of a business operator on the platform, consumers can request advance compensation by the platform; and the platform has the right to request repayment from the business operation thereafter.

Article 59

An e-commerce business entity shall guarantee the completeness of the goods or services in their course of sale of goods or provision of services, and may not unreasonably divide the goods or services into parts, or impose additional and unreasonable charges.

Article 60

An e-commerce business entity shall consult consumers and consumer organizations for comments when formulating or modifying transaction rules and standard terms and conditions.

Article 61

The e-commerce third-party platforms are encouraged to set up the goods and service quality guarantee mechanism which will be helpful for development of the e-commerce and protection of consumers' rights.

Where the third-party trading platform operator concludes an agreement with a dealer to set up the margin for the protection of consumers' rights and interests, both parties shall specify such matters as the amount, management, use and methods for the refund of margin for the protection of consumers' rights and interests.

Article 62

Where dispute arises between a consumer that purchases goods or receives services through an e-commerce third party platform and an e-commerce business operator, the e-commerce third party platform shall actively assist the consumer in protecting its legitimate rights and interests.

Section 4 Dispute Settlement

Article 63 Disputes between parties to e-commerce activities may be resolved through negotiation, mediation by consumer organisations, industry association, or another legally founded mediation organisation, filing complaints to relevant authorities, filing for arbitration by an arbitral tribunal, or litigation before a people's court.

Article 64

The State encourages establishment of online dispute settlement mechanisms by parties to e-commerce.

Article 65

E-commerce third party platforms may establish dispute settlement mechanisms, formulate and publicise dispute settlement rules, and resolve disputes between the parties in a fair and equitable manner.

The parties may resort to dispute settlement mechanisms provided in the preceding paragraph. In the event that a party is not satisfied with the resolution, it may file for arbitration or bring a suit in accordance with law.

Article 66

Where a dispute arises between business operators on a platform and the third party platform, and the business operators on the platform are many and with common claims, representatives may be selected to participate in negotiation, mediation, arbitration or litigation.

Chapter Five Cross-border E-commerce

Article 67

“Cross-border e-commerce” means business activities in the form of imports and exports of goods or services through the Internet or other information networks.

A natural person, legal person or other organization that engages in cross-border e-commerce shall abide by the State’s laws and regulations on supervision and regulation of imports and exports activities, honestly file order, logistics, payment and transaction information to the State import and export administrations, and assume legal Liabilities accordingly.

Article 68

The State promotes development of cross-border e-commerce, supports the legal operations of small-and-medium-sized enterprises engaged in cross-border e-commerce, cross-border e-commerce comprehensive service providers and enterprises engaged in relevant services.

“Cross-border e-commerce comprehensive service provider” means a business operator that undertake customs clearance, inspection and quarantine clearance and other import or export formalities under commission in cross-border e-commerce activities, and that provide credit financing services to e-commerce business entities.

Article 69

The State import and export administration shall establish customs clearance, taxation, inspection and quarantine system for cross-border e-commerce, promote the “one-window” construction, realise information sharing, mutual acknowledgement of supervision and mutual assistance in law enforcement, and improve clearance efficiency, safeguard trade security and promote trade facilitation.

Article 70

The State promotes electronisation of import or export declaration, taxation, inspection and quarantine and other procedures for cross-border e-commerce. Electronic bills, electronic tax bills and other electronic documents are of equal legal effects as paper-based documents.

An cross-border e-commerce business entity may use electronic documents in the procedures of the State import and export administrations.

Article 71

In the course of cross-border e-commerce, business entities shall protect personal information and commercial data obtained in transaction in accordance with the law.

The State establishes cross-border e-commerce transaction data storage, exchange and protection system.

Article 72

Parties engaged in cross-border e-commerce activities shall abide by this Law and relevant laws, as well as international treaties or agreements that the People’s Republic of China concludes or accedes to.

Article 73

The State promotes cross-border e-commerce exchange and cooperation with various countries or regions, participates in the formulation of internationalrules of e-commerce , and promotes the international recognition of electronic signatures, electronic identities and so on.

The State promotes and establishes cross-border e-commerce dispute settlement mechanisms with various countries or regions.

Chapter Six Supervision and Administration

Article 74

The relevant department of the State Council shall supervise and administrate e-commerce activities in accordance with this Law and relevant laws and administrative regulations. People's governments at the county level or above may, on consideration of the practical situations of the respective administrative region, determine the allocation of administrative responsibilities between e-commerce administrations within the respective administrative region.

Article 75

The State Council shall establish a comprehensive e-commerce regulation coordinative mechanism, and a coordinated regulation system that suits the characteristics of e-commerce.

Article 76

The State shall promote e-commerce infrastructure construction, improve e-commerce statistics and promote standardisation of e-commerce.

Article 77

Administrative regulations, departmental rules and local regulations formulated the State Council and its relevant departments or local authorities may not violate this Law or relevant laws, or exclude or restrict market competition.

Article 78

E-commerce business entities and third party credit rating agencies shall establish credit rating systems, publicise credit rating rules, provide credit rating services, share credit rating information and implement coordinated dishonesty punishment regimes against those with serious discredit records.

Article 79

Relevant authorities of people's government at all levels, industry associations, e-commerce business entities, consumers and other organisations shall, by administrative regulation, industry self-regulation, platform regulation, consumer rights protection, supervision and other mechanisms, establish a multi-regulated e-commerce regulation model.

Article 80

E-commerce industry associations shall perform its duties of industry self-regulation, formulate industry self-regulation codes, accept guidance, supervision and examination of people's governments at various levels, and guide and regulate e-commerce business entities to engage in legal business operation.

Chapter Seven Legal Liabilities

Article 81

In the event that the goods or services provided by an e-commerce business entity causes loss to others, the business entity shall assume legal Liabilities as provided by this Law and other laws and regulations.

Article 82

Where an e-commerce business entity violates Article 13, paragraph 2 of Article 14 or paragraph 1 of Article 20 of this Law, administrative authority shall order rectification within a prescribed time limit, and impose administrative penalty in accordance with the law.

Article 83 Where an e-commerce business entity violates Article 17, Article 18, paragraph 2 of Article 20, Article 22 and Article 23 of this Law, the relevant authority of people's government at all levels shall order rectification within a prescribed time limit, and impose a fine of no less than RMB 30,000 yuan and no more than RMB 100,000 yuan.

Article 84

Where an e-commerce third party platform violates Article 19, Article 21, Article 24, and Article 25 of this Law, and fails to perform its obligation to verify the business operators' identities on the platform, to inspect and monitor information, to provide stable and secure services, to differentiate self-operated and non-self-operated business, to preserve goods and service information and transaction records, the relevant authority of people's government at all levels shall order rectification within a prescribed time limit; where the e-commerce third party platform fails to rectify within the prescribed time limit, the governmental authority shall order suspension of business as well as a fine of no less than RMB 30,000 yuan and no more than RMB 100,000 yuan; in case of serious violation, the authorities shall revoke the platform's business license and impose a fine of no less than RMB 100,000 yuan and no more than RMB 500,000 yuan

Article 85

Where an electronic payment service provider violates paragraph 1 of Article 32, paragraph 2 of Article 32, and Article 37 of this Law, and fails to perform the obligation of providing secure payment services, fails to conduct real-name account management, or fails to perform the obligation of reserve use and management, the People's Bank of China and banking regulators shall order rectification within a prescribed time limit, impose a fine of no less than RMB 100,000 yuan and no more than RMB 500,000 yuan to the entity, and impose a fine of no less than RMB 30,000 yuan and no more than RMB 100,000 yuan to the manager or other staff that is directly responsible; any illegal income shall be confiscated; where the violation is very serious or the violator fails to rectify within the prescribed time limit, measures from suspension of business to revocation of business license may be adopted.

Article 86

Where an express logistic service provider violates Article 40 of this Law, and collects or carries a prohibited or restricted item, the relevant authority of people's government at all levels shall impose a fine of no less than RMB 100,000 yuan and no more than RMB 500,000 yuan.

Where an express logistic service provider or an e-commerce business operator violates paragraph 1 of Article 42 of this law, the relevant authority of people's government at all levels shall impose a fine of no less than RMB 30,000 yuan and no more than RMB 100,000 yuan; when serious result is caused, a fine of no less than RMB 100,000 yuan and no more than RMB 500,000 yuan shall be imposed.

Where an e-commerce business entity violates Article 43 of this Law, the relevant authority of people's government at all levels shall issue a warning, confiscate illegal income or impose a fine of no less than RMB 30,000 yuan and no more than RMB 100,000 yuan according to the facts of the violation.

Article 87

Where an e-commerce business entity violates Article 46, Article 47, Article 48, Article 49 and Article 50 of this Law, and fails to perform its obligation to protect the personal information of e-commerce consumers, the relevant authority of people's government at all levels shall impose a warning, a fine of no less than RMB 30,000 yuan and no more than RMB 100,000 yuan, or a combination of both according to the facts of the violation; where the violation is serious, measures from suspension of business to revocation of business license may be adopted, and a fine of no less than RMB 100,000 yuan and no more than RMB 500,000 yuan shall be imposed.

Article 88

Where an e-commerce third-party platform violates Article 53 of this Law, being aware of intellectual property infringements committed by business operators on the platform but failing to take necessary measures, relevant authorities of the people's governments of all levels shall order rectification within a prescribed period. Those who fail to rectify within a prescribed period shall be ordered to suspend their business and fined no less than RMB 30,000 yuan and no more than RMB 100,000 yuan; in case of serious violation, their business license shall be revoked and they will be fined no less than RMB 100,000 yuan and no more than RMB 500,000 yuan.

Article 89

Where an e-commerce business entity violates Article 55 of this Law and provisions of the Anti-Unfair Competition Law of the People's Republic of China, penalties shall be distributed in accordance with the Anti-Unfair Competition Law of the People's Republic of China.

Where an e-commerce business entity violates Article 56 of this Law, relevant authorities of the people's governments of all levels shall order rectification within a prescribed period. Those who fail to rectify within a prescribed period shall be ordered to suspend their business and fined no less than RMB 30,000 yuan and no more than RMB 100,000 yuan; in case of serious violation, their business license shall be revoked and they will be fined no less than RMB 100,000 yuan and no more than RMB 500,000 yuan.

Article 90

Where an e-commerce business entity violates Article 58 and Article 59 of this Law and provisions of the Law on the Protection of Consumer Rights and Interests of the People's Republic of China, the Law Products Quality of the People's Republic of China and the Law of Measurement of the People's Republic of CHina, and infringes consumer rights and interests, penalties shall be distributed in accordance with relevant laws and regulations by the authorities of the people's governments of all levels.

Article 91

Where an e-commerce business entity is liable for civil compensation, a fine and a forfeit for violation of this Law, and is incapable of paying all the amount in full, its liability for civil compensation shall be first fulfilled.

Article 92

Where the relevant authority of people's government at various levels or its officials violate this Law and fails to perform the data protection obligation, its superior authority or the relevant authority shall order rectification; disciplinary actions shall be imposed against the chief official or other official who are directly responsible; e-commerce business entities and consumers may claim compensation for property losses so caused.

Where the neglect of duty, abuse of authority, or acts of favouritism and irregularities committed by officials at an authority legally responsible for e-commerce supervision and administration is not serious enough to constitute a crime, disciplinary actions shall be imposed.

Article 93 (Criminal Liabilities)

Violators suspected of any crime acting in violation of this Law shall be subject to criminal liability in accordance with law.

Chapter Eight Supplementary Provisions

Article 94

This Law shall enter into force on __ (Month) (Day), (Year) .