ACTA (Dec. 2010) Article 27: Enforcement in the Digital Environment			KORUS Chapter 18: Intellectual Property; Chapter 15: Electronic Commerce			COMPARISON
Sec	Text	Meaning	Sec.	Text	Meaning	
1.	Each Party shall ensure that enforcement procedures, to the extent set forth in Sections 2 (Civil Enforcement) and 4 (Criminal Enforcement), are available under its law so as to permit effective action against an act of infringement of intellectual property rights which takes place in the digital environment, including expeditious remedies to prevent infringement and remedies which constitute a deterrent to further infringements.	Civil and criminal enforcement shall be available for IPR infringement on the Internet.	Art. 18.10 (30): Liability for Service Providers and Limitations	For the purpose of providing enforcement procedures that permit effective action against any act of copyright infringement covered by this Chapter, including expeditious remedies to prevent infringements and criminal and civil remedies that constitute a deterrent to further infringements, each Party shall provide, consistent with the framework set out in this Article:	Civil and criminal enforcement against copyright infringement should be available on the Internet.	Both Korus and ACTA require civil and criminal enforcement for IPR infringement on the Internet.
2.	Further to paragraph 1, each Party's enforcement procedures shall apply to infringement of copyright or related rights over digital networks, which may include the unlawful use of means of widespread distribution for infringing purposes. These procedures shall be implemented in a manner that avoids the creation of barriers to legitimate activity, including electronic commerce, and, consistent with that Party's law, preserves fundamental principles such as freedom of expression, fair process, and privacy.[13]	Widespread infringement practices shall also be punishable, but only to the extent that it doesn't interfere with legitimate online practices.		SEE CHAPTER 15: ELECTRONIC COMMERCE BELOW		KORUS does not specifically call for punishment of wide-spread infringement to uphold legitimate practices, but the e-commerce chapter 15 addresses how proper/legitimate online business should occur
n. 13	For instance, without prejudice to a Party's law, adopting or maintaining a regime providing for limitations on the liability of, or on the remedies available against, online service providers while preserving the legitimate interests of right holder.	Online service providers should not be hampered from performing legitimate practices.				KORUS focuses more on punishment language rather than support of legitimate practice language.
3.	Each Party shall endeavour to promote cooperative efforts within the business community to effectively address trademark and copyright or related rights infringement while preserving legitimate competition and, consistent with that Party's law, preserving	Governments should work with domestic businesses to address IPR infringements.	Art. 18.10 (30) (a)	(a) legal incentives for service providers to cooperate with copyright[35] owners in deterring the unauthorized storage and transmission of copyrighted materials; and	Service providers should be incentivized to work with copyright owners to deter copyright	Governments and online service providers/Internet businesses should work to deter copyright infringement.

	fundamental principles such as freedom of expression, fair process, and privacy.				infringement online.	
			Art. 18.10 (30) (a) n. 35	For purposes of paragraph 30, "copyright" includes related rights.		
4.	A Party may provide, in accordance with its laws and regulations, its competent authorities with the authority to order an online service provider to disclose expeditiously to a right holder information sufficient to identify a subscriber whose account was allegedly used for infringement, where that right holder has filed a legally sufficient claim of trademark or copyright or related rights infringement, and where such information is being sought for the purpose of protecting or enforcing those rights. These procedures shall be implemented in a manner that avoids the creation of barriers to legitimate activity, including electronic commerce, and, consistent with that Party's law, preserves fundamental principles such as freedom of expression, fair process, and privacy.	Governments may authorize its policing authorities to force online service providers to give information to IPR holders where there is evidence of infringement. This should be done without interfering with legitimate business.	Art. 18.10 (30) (b) (xi)	(xi) Each Party shall establish an administrative or judicial procedure enabling copyright owners who have given effective notification of claimed infringement to obtain expeditiously from a service provider information in its possession identifying the alleged infringer.	Copyright owners who give effective notification of infringement should have expeditious recourse under Party law to get information from the service provider.	ACTA and KORUS both call for the availability of information from service providers when infringement is alleged. ACTA calls for law authorities to implement it, whereas Korus calls for administrative/judicial procedure.
			Art. 18.10 (30) (b)	(b) limitations in its law regarding the scope of remedies available against service providers for copyright infringements that they do not control, initiate, or direct, and that take place through systems or networks controlled or operated by them or on their behalf, as set forth in this subparagraph (b).[36]	There should be limitations to remedies against service providers for copyright infringements that are outside of the service providers' control.	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.
			Art. 18.10 (30) (b) (i)	(i) These limitations shall preclude monetary relief and provide reasonable restrictions on court-ordered relief to compel or restrain certain actions for the following functions, and shall be confined to those functions:[37]	Relief should be precluded in cases where the service provider is the intermediary, where	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.

				(A) transmitting, routing, or providing connections for material without modification of its content, or the intermediate and transient storage of such material in the course thereof; (B) caching carried out through an automatic process; (C) storage at the direction of a user of material residing on a system or network controlled or operated by or for the service provider; and (D) referring or linking users to an online location by using information location tools, including hyperlinks and directories.	transmission occurs automatically, where the user controls the storage/transmission on a system controlled by the service provider, and where the service provider only gives links and addresses.	
			Art. 18.10 (30) (b) (ii)	(ii) These limitations shall apply only where the service provider does not initiate the chain of transmission of the material, and does not select the material or its recipients (except to the extent that a function described in clause (i)(D) in itself entails some form of selection).	Limitations on relief should only be given where the service provider doesn't start the chain of infringement or selects the material to be sent.	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.
			Art. 18.10 (30) (b) (iii)	(iii) Qualification by a service provider for the limitations as to each function in clauses (i)(A) through (D) shall be considered separately from qualification for the limitations as to each other function, in accordance with the conditions for qualification set forth in clauses (iv) through (vii).	Qualification by a service provider for limitations should be examined separately.	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.
			Art. 18.10 (30) (b) (iv)	(iv) With respect to functions referred to in clause (i)(B), the limitations shall be conditioned on the service provider: (A) permitting access to cached material	When a service provider's site caches through an automatic process, a service	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.

				in significant part only to users of its system or network who have met conditions on user access to that material; (B) complying with rules concerning the refreshing, reloading, or other updating of the cached material when specified by the person making the material available online in accordance with a generally accepted industry standard data communications protocol for the system or network through which that person makes the material available; (C) not interfering with technology consistent with industry standards accepted in the Party's territory used at the originating site to obtain information about the use of the material, and not modifying its content in transmission to subsequent users; and (D) expeditiously removing or disabling access, on receipt of an effective notification of claimed infringement, to cached material that has been removed or access to which has been disabled at the originating site.	provider should only be granted limitation if the users have met the user access conditions; the provider complies with rules of updating (industry standard); the provider doesn't interfere with the transferred information; and the provider expeditiously removes information that has alleged been infringed.	
			Art. 18.10 (30) (b) (v)	(v) With respect to functions referred to in clauses (i)(C) and (D), the limitations shall be conditioned on the service provider: (A) not receiving a financial benefit directly attributable to the infringing activity, in circumstances where it has the right and ability to control such activity; (B) expeditiously removing or disabling access to the material residing on its system or network on obtaining actual knowledge of the infringement or	A service provider shall be given the limitation on liability if the provider did not receive financial benefit directly from the infringing activity; removes the infringing material when they find out	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.

				becoming aware of facts or circumstances from which the infringement was apparent, such as through effective notifications of claimed infringement in accordance with clause (ix); and (C) publicly designating a representative to receive such notifications.	about the infringement; and designates a representative to receive notification of infringement.	
			Art. 18.10 (30) (b) (vi)	(vi) Eligibility for the limitations in this subparagraph shall be conditioned on the service provider: (A) adopting and reasonably implementing a policy that provides for termination in appropriate circumstances of the accounts of repeat infringers; and (B) accommodating and not interfering with standard technical measures accepted in the Party's territory that protect and identify copyrighted material, that are developed through an open, voluntary process by a broad consensus of copyright owners and service providers, that are available on reasonable and nondiscriminatory terms, and that do not impose substantial costs on service providers or substantial burdens on their systems or networks.	Service providers may also have limited liability if they implement procedures that delete infringers' accounts, and don't interefere with measures to identify copyrighted materials.	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.
			Art. 18.10 (30) (b) (vii)	(vii) Eligibility for the limitations in this subparagraph may not be conditioned on the service provider monitoring its service, or affirmatively seeking facts indicating infringing activity, except to the extent consistent with such technical measures.	Service providers do not have to police or actively seek out copyright infringement on their sites in order to receive limited liability.	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.
			Art. 18.10 (30)	(viii) If the service provider qualifies for the limitations with respect to the function referred to in clause (i)(A),	Limitations on remedies shall be confined to	Korus elaborates more thoroughly what service providers must do in

			(b) (viii)	court-ordered relief to compel or restrain certain actions shall be limited to terminating specified accounts, or to taking reasonable steps to block access to a specific, non-domestic online location. If the service provider qualifies for the limitations with respect to any other function in clause (i), court-ordered relief to compel or restrain certain actions shall be limited to removing or disabling access to the infringing material, terminating specified accounts, and other remedies that a court may find necessary, provided that such other remedies are the least burdensome to the service provider among comparably effective forms of relief. Each Party shall provide that any such relief shall be issued with due regard for the relative burden to the service provider and harm to the copyright owner, the technical feasibility and effectiveness of the remedy and whether less burdensome, comparably effective enforcement methods are available. Except for orders ensuring the preservation of evidence, or other orders having no material adverse effect on the operation of the service provider's communications network, each Party shall provide that such relief shall be available only where the service provider has received notice of the court order proceedings referred to in this subparagraph and an opportunity to appear before the judicial authority.	deleting specified accounts, blocking access to certain sites – certain procedural requirements for the service provider to receive limited liability.	order to be exempt from liability.
			Art. 18.10 (30) (b) (ix)	(ix) For purposes of the notice and take down process for the functions referred to in clauses (i)(C) and (D), each Party shall establish appropriate procedures in its law or in regulations for effective notifications of claimed infringement, and effective counter-notifications by those	Parties shall determine its own appropriate notice and take-down functions for service providers.	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.

				whose material is removed or disabled through mistake or misidentification. Each Party shall also provide for monetary remedies against any person who makes a knowing material misrepresentation in a notification or counter-notification that causes injury to any interested party as a result of a service provider relying on the misrepresentation.		
			Art. 18.10 (30) (b) (x)	(x) If the service provider removes or disables access to material in good faith based on claimed or apparent infringement, each Party shall provide that the service provider shall be exempted from liability for any resulting claims, provided that, in the case of material residing on its system or network, it takes reasonable steps promptly to notify the person making the material available on its system or network that it has done so and, if such person makes an effective counter-notification and is subject to jurisdiction in an infringement suit, to restore the material online unless the person giving the original effective notification seeks judicial relief within a reasonable time.	A service provider cannot be held liable for taking down legitimate materials in response to reasonable belief of infringement.	Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.
			Art. 18.10 (30) (b) (xii)	(xii) For purposes of the function referred to in clause (i)(A), **service provider** means a provider of transmission, routing, or connections for digital online communications without modification of their content between or among points specified by the user of material of the user's choosing, and for purposes of the functions referred to in clauses (i)(B) through (D) **service provider** means a provider or operator of facilities for online services or network access.		Korus elaborates more thoroughly what service providers must do in order to be exempt from liability.
5.	Each Party shall provide adequate legal	Governments	Art.	In addition, each Party shall provide that	Governments	ACTA and Korus both

	protection and effective legal remedies against the circumvention of effective technological measures[14] that are used by authors, performers or producers of phonograms in connection with the exercise of their rights in, and that restrict acts in respect of, their works, performances, and phonograms, which are not authorized by the authors, the performers or the producers of phonograms concerned or permitted by law.	shall also provide remedies to authors when infringers have circumvented protective technological measures.	18.4 (7)(a) n.10	any person who, unknowingly and without reasonable grounds to know, circumvents without authority any effective technological measure that controls access to a protected work, performance, phonogram, or other subject matter shall be liable and subject at least to the remedies set out in subparagraphs (a), (c), and (d) of Article 18.10.13.	shall make liable parties who unknowingly or without reasonable grounds to know, liable for circumvention of technological measures.	call for liability for users who circumvent technological measures, but Korus specifies unknowing individuals.
n. 14	For the purposes of this Article, **technological measures** means any technology, device, or component that, in the normal course of its operation, is designed to prevent or restrict acts, in respect of works, performances, or phonograms, which are not authorized by authors, performers or producers of phonograms, as provided for by a Party's law. Without prejudice to the scope of copyright or related rights contained in a Party's law, technological measures shall be deemed effective where the use of protected works, performances, or phonograms is controlled by authors, performers or producers of phonograms through the application of a relevant access control or protection process, such as encryption or scrambling, or a copy control mechanism, which achieves the objective of protection.	Technological measures are online devices or components controlled by authors, performers, or producers.	Art. 18.4 (7)(f)	**Effective technological measure** means any technology, device, or component that, in the normal course of its operation, controls access to a protected work, performance, phonogram, or other protected subject matter, or protects any copyright or any rights related to copyright.	Effective technological measures include technology, measures, devices, or components that normally act to protect access to works.	Similar definition.
6.	In order to provide the adequate legal protection and effective legal remedies referred to in paragraph 5, each Party shall provide protection at least against: (a) to the extent provided by its law: (i) the unauthorized circumvention of an effective technological measure carried out knowingly or with reasonable grounds to know; and (ii) the offering to the public by marketing of a device or product, including computer	Governments should provide legal protection at least against: (a) knowing or (reason to know) circumvention of technological measures and offering such technology to the public	Art. 18.4 Copyright and Related Rights (7)(a)	In order to provide adequate legal protection and effective legal remedies against the circumvention of effective technological measures that authors, performers, and producers of phonograms use in connection with the exercise of their rights and that restrict unauthorized acts in respect of their works, performances, and phonograms, each Party shall provide that any person who: (i) knowingly, or having reasonable grounds to know, circumvents without authority any effective technological	Governments should provide liability and remedies for: (i) knowing (or reason to know) circumvention of technological measures (ii) makes, imports, distributes, etc.	ACTA and Korus both call for liability for knowing or reasonable circumvention of technological measures as well as making, importing, distributing, etc. technology that is primarily, mostly, or could have no other purpose but circumvention of technology measures.

	programs, or a service, as a means of circumventing an effective technological measure; and (b) the manufacture, importation, or distribution of a device or product, including computer programs, or provision of a service that: (i) is primarily designed or produced for the purpose of circumventing an effective technological measure; or (ii) has only a limited commercially significant purpose other than circumventing an effective technological measure. [15]	(b) the making, importation, or distribution of products that are primarily designed to circumvent technological measures or only have limited commercial value outside of that circumvention		measure that controls access to a protected work, performance, phonogram, or other subject matter; or (ii) manufactures, imports, distributes, offers to the public, provides, or otherwise traffics in devices, products, or components, or offers to the public or provides services, that: (A) are promoted, advertised, or marketed by that person, or by another person acting in concert with, and with the knowledge of, that person, for the purpose of circumvention of any effective technological measure; (B) have only a limited commercially significant purpose or use other than to circumvent any effective technological measure; or (C) are primarily designed, produced, or performed for the purpose of enabling or facilitating the circumvention of any effective technological measure, shall be liable and subject to the remedies set out in Article 18.10.13.13 Each Party shall provide for criminal procedures and penalties to be applied when any person, other than a nonprofit library, archive, educational institution, or public noncommercial broadcasting entity, is found to have engaged willfully and for purposes of commercial advantage or private financial gain in any of the foregoing activities. Such criminal procedures and penalties shall include the application to such activities of the remedies and authorities listed in subparagraphs (a), (b), and (e) of Article 18.10.27 as applicable to infringements,	technology that: (a) promotes circumvention of technological measures, (b) have limited commercial use except for circumvention, or (c) is primarily designed for circumvention purposes	Korus specifies exceptions for libraries, archives, etc. but elaborates on the types of criminal liability that may also be applied.

				mutatis mutandis.		
n. 15	In implementing paragraphs 5 and 6, no Party shall be obligated to require that the design of, or the design and selection of parts and components for, a consumer electronics, telecommunications, or computing product provide for a response to any particular technological measure, so long as the product does not otherwise contravene its measures implementing these paragraphs.	Certain electronic measures are permitted so long as it doesn't contravene measures.				ACTA clarifies that electronic component and parts can be made so long as they don't work to contravene technological measures.
7.	To protect electronic rights management information,[16] each Party shall provide adequate legal protection and effective legal remedies against any person knowingly performing without authority any of the following acts knowing, or with respect to civil remedies, having reasonable grounds to know, that it will induce, enable, facilitate, or conceal an infringement of any copyright or related rights: (a) to remove or alter any electronic rights management information; (b) to distribute, import for distribution, broadcast, communicate, or make available to the public copies of works, performances, or phonograms, knowing that electronic rights management information has been removed or altered without authority.	Governments shall provide protections and remedies to IPR holders when a person knowingly or should know that it has (a) removed electronic rights management info or (b) makes available copies of works without this electronic rights management info	Art. 18.4 (8)(a)	Each Party shall provide that any person who without authority, and knowing, or, with respect to civil remedies, having reasonable grounds to know, that it would induce, enable, facilitate, or conceal an infringement of any copyright or related right, (i) knowingly removes or alters any rights management information; (ii) distributes or imports for distribution rights management information knowing that the rights management information has been removed or altered without authority; or (iii) distributes, imports for distribution, broadcasts, communicates or makes available to the public copies of works, performances, or phonograms, knowing that rights management information has been removed or altered without authority, shall be liable and subject to the remedies set out in Article 18.10.13. Each Party shall provide for criminal procedures and penalties to be applied when any person, other than a nonprofit library, archive, educational institution, or public noncommercial broadcasting entity, is found to have engaged willfully and for	Governments shall provide protections and remedies to IPR holders when a person knowingly or should know that it has (a) removed electronic rights management info or (b) makes available copies of works without this electronic rights management info	ACTA and Korus both call for liability for service providers who remove electronic management info or make electronic copies available without this information attached to it. Korus specifies exceptions for libraries, archives, etc. but elaborates on the types of criminal liability that may also be applied.

				purposes of commercial advantage or private financial gain in any of the foregoing activities. These criminal procedures and penalties shall include the application to such activities of the remedies and authorities listed in subparagraphs (a), (b), and (e) of Article 18.10.27 as applicable to infringements, *mutatis mutandis*.		
n. 16	For the purposes of this Article, **rights management information** means: (a) information that identifies the work, the performance, or the phonogram; the author of the work, the performer of the performance, or the producer of the phonogram; or the owner of any right in the work, performance, or phonogram; (b) information about the terms and conditions of use of the work, performance, or phonogram; or (c) any numbers or codes that represent the information described in (a) and (b) above; when any of these items of information is attached to a copy of a work, performance, or phonogram, or appears in connection with the communication or making available of a work, performance, or phonogram to the public.	Rights management information definition: (a) information identifying the work, author, owner, etc. (b) terms and conditions, or (c) codes identifying the above	Art. 18.4 (8)(c)	**Rights management information** means: (i) information that identifies a work, performance, or phonogram; the author of the work, the performer of the performance, or the producer of the phonogram; or the owner of any right in the work, performance, or phonogram; (ii) information about the terms and conditions of the use of the work, performance, or phonogram; or (iii) any numbers or codes that represent such information, when any of these items is attached to a copy of the work, performance, or phonogram or appears in connection with the communication or making available of a work, performance, or phonogram to the public.	Rights management information definition: (i) information identifying the work, author, owner, etc. (ii) terms and conditions, or (iii) codes identifying the above	Similar definition
8.	In providing adequate legal protection and effective legal remedies pursuant to the provisions of paragraphs 5 and 7, a Party may adopt or maintain appropriate limitations or exceptions to measures implementing the provisions of paragraphs 5, 6, and 7. The obligations set forth in paragraphs 5, 6, and 7 are without prejudice to the rights, limitations, exceptions, or defences to copyright or related rights infringement under a Party's law.	Paragraphs 5, 6, and 7 shall be implemented in conformity with the Government's laws.				ACTA clarifies that protection of technological measures, rights management, etc. should be conducted in compliance with Parties' laws.
			Art. 18.3:	In order to address the problem of trademark cyber-piracy, each Party shall	There must be a dispute settlement	Korus specifies that trademark must be

			Domain Names on the Internet (1)	require that the management of its country-code top-level domain (ccTLD) provide an appropriate procedure for the settlement of disputes, based on the principles established in the Uniform Domain-Name Dispute-Resolution Policy.	regime in the ccTLD management agency for trademark issues in domain names.	protected as domain names.
			Art. 18.3 (2)	Each Party shall require that the management of its ccTLD provide online public access to a reliable and accurate database of contact information concerning domain-name registrants.		
			Art. 18.4 (10) (b)	Notwithstanding subparagraph (a) and Article 18.6.3(b), neither Party may permit the retransmission of television signals (whether terrestrial, cable, or satellite) on the Internet without the authorization of the right holder or right holders of the content of the signal and, if any, of the signal.[15]	Television signals shall not be retransmitted via the Internet.	Korus specifies that TV should not be transmitted on the Internet.
			Art. 18.4 (10) (b) n.15	For purposes of subparagraph (b) and for greater certainty, retransmission within a Party's territory over a closed, defined, subscriber network that is not accessible from outside the Party's territory does not constitute retransmission on the Internet..		
			Art. 15.1: General	The Parties recognize the economic growth and opportunity that electronic commerce provides, the importance of avoiding barriers to its use and development, and the applicability of the WTO Agreement to measures affecting electronic commerce.	E-Commerce is a rising and growing economic opportunity.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.2: Electronic Supply of Services	The Parties affirm that measures affecting the supply of a service delivered or performed electronically are subject to the obligations contained in the relevant provisions of Chapters Eleven through Thirteen (Investment, Cross-Border Trade in Services, and Financial Services), which are subject to any exceptions or non-conforming measures set out in this Agreement that are	E-Commerce exchanges are subject to the same obligations as those in the Investment, Cross-Border Trade in Services, and Financial Services sections.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.

				applicable to such obligations.		
			Art. 15.3: Digital Products (1)	Neither Party may impose customs duties, fees, or other charges[1] on or in connection with the importation or exportation of: (a) if it is an originating good, a digital product fixed on a carrier medium; or (b) a digital product transmitted electronically.[2]	No customs duties or fees shall be placed on e-commerce goods that are digital products fixed in a carrier medium or transmitted electronically.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.3 (1) n. 1	For greater certainty, paragraph 1 does not preclude a Party from imposing internal taxes or other internal charges on digital products, provided that the taxes or charges are imposed in a manner consistent with this Agreement.	Governments can enforce internal taxes consistent with the Agreement.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.3 (1) n.2	Consistent with Article 2.14.4 (Committee on Trade in Goods), the Committee on Trade in Goods shall consult on and endeavor to resolve any difference that may arise between the Parties on classification matters related to the application of paragraph 1.	Classification issues should be resolved by consultation with the Committee on Trade in Goods.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.3 (2)	Neither Party may accord less favorable treatment to some digital products[3] than it accords to other like digital products (a) on the basis that: (i) the digital products receiving less favorable treatment are created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms in the territory of the other Party, or (ii) the author, performer, producer, developer, distributor, or owner of such digital products is a person of the other Party; or	Governments should afford no less favorable treatment to the other party's goods because the goods originate in the other country, the author is from the other country, or to protect the domestic industry.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.

				(b) so as otherwise to afford protection to other like digital products that are created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms in its territory.		
			Art. 15.3 (2) n. 3	Recognizing the Parties' objective of promoting bilateral trade, "some digital products" in paragraph 2 refers solely to those digital products created, produced, published, contracted for, or commissioned in the territory of the other Party, or digital products of which the author, performer, producer, developer, or owner is a person of the other Party.		Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.3 (3)	Neither Party may accord less favorable treatment to digital products: (a) created, produced, published, contracted for, commissioned, or first made available on commercial terms in the territory of the other Party than it accords to like digital products created, produced, published, contracted for, commissioned, or first made available on commercial terms in the territory of a non-Party; or (b) whose author, performer, producer, developer, distributor, or owner is a person of the other Party than it accords to like digital products whose author, performer, producer, developer, distributor, or owner is a person of a non-Party.	No less favorable treatment may be given to digital products than domestic digital products because they were first available in the other Party's country, or whose author was from the other Party's country.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.3 (4)	Paragraphs 2 and 3 do not apply to measures adopted or maintained in accordance with Article 11.12 (Non-Conforming Measures), 12.6 (Non-		Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus

				Conforming Measures), or 13.9 (Non-Conforming Measures).		elaborates on e-commerce beyond ACTA.
			Art. 15.3 (5)	Paragraph 2 does not apply to: (a) subsidies or grants that a Party provides to a service or service supplier, including government-supported loans, guarantees, and insurance; or (b) services supplied in the exercise of governmental authority, as defined in Article 12.1.6 (Scope and Coverage).		Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.3 (6)	This Article does not apply to measures affecting the electronic transmission of a series of text, video, images, sound recordings, and other products scheduled by a content provider for aural and/or visual reception, and for which the content consumer has no choice over the scheduling of the series.	Article does not apply to transmissions that the consumer has no control over.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.4: Electronic Authentication and Electronic Signatures (1)	Neither Party may adopt or maintain legislation for electronic authentication that would: (a) prohibit parties to an electronic transaction from mutually determining the appropriate authentication methods for that transaction; (b) prevent parties from having the opportunity to establish before judicial or administrative authorities that their electronic transaction complies with any legal requirements with respect to authentication; or (c) deny a signature legal validity solely on the basis that the signature is in electronic form.	Electronic authentication requirements.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.4 (2)	Notwithstanding paragraph 1, a Party may require that, for a particular category of transactions, the method of	It is permissible for a government to require	Similar to ACTA Art. 27(2) requirement to support legitimate

				authentication meet certain performance standards or be certified by an authority accredited in accordance with the Party's law, provided the requirement: (a) serves a legitimate governmental objective; and (b) is substantially related to achieving that objective.	authentication for certain transactions if it serves a legitimate government objective or is substantially related to that objective.	online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.5: Online Consumer Protection (1)	The Parties recognize the importance of maintaining and adopting transparent and effective measures to protect consumers from fraudulent and deceptive commercial practices when they engage in electronic commerce.	Transparency	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.5 (2)	The Parties recognize the importance of cooperation between their respective national consumer protection agencies on activities related to cross-border electronic commerce in order to enhance consumer welfare.	Cooperation between the two national consumer protection agencies.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.5 (3)	Each Party's national consumer protection enforcement agencies shall endeavor to cooperate with those of the other Party, in appropriate cases of mutual concern, in the enforcement of laws against fraudulent and deceptive commercial practices in electronic commerce.		Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.6: Paperless Trading (1)	Each Party shall endeavor to make trade administration documents available to the public in electronic form.		Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.6	Each Party shall endeavor to accept trade administration documents submitted		Similar to ACTA Art. 27(2) requirement to

			(2)	electronically as the legal equivalent of the paper version of those documents.		support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.7: Principles on Access to and Use of the Internet for Electronic Commerce	To support the development and growth of electronic commerce, each Party recognizes that consumers in its territory should be able to: (a) access and use services and digital products of their choice, unless prohibited by the Party's law; (b) run applications and services of their choice, subject to the needs of law enforcement; (c) connect their choice of devices to the Internet, provided that such devices do not harm the network and are not prohibited by the Party's law; and (d) have the benefit of competition among network providers, application and service providers, and content providers.	E-Commerce should be promoted and developed.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.8: Cross-Border Information Flows	Recognizing the importance of the free flow of information in facilitating trade, and acknowledging the importance of protecting personal information, the Parties shall endeavor to refrain from imposing or maintaining unnecessary barriers to electronic information flows across borders.	Electronic information should freely flow absent unnecessary barriers by the Governments.	Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond ACTA.
			Art. 15.9: Definitions	**carrier medium** means any physical object designed principally for use in storing a digital product by any method now known or later developed, and from which a digital product can be perceived, reproduced, or communicated, directly or		Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-commerce beyond

				indirectly, and includes, but is not limited to, an optical medium, a floppy disk, or a magnetic tape; **digital products** means computer programs, text, video, images, sound recordings, and other products that are digitally encoded and produced for commercial sale or distribution, regardless of whether they are fixed on a carrier medium or transmitted electronically;[4] **electronic authentication** means the process or act of establishing the identity of a party to an electronic communication or transaction or ensuring the integrity of an electronic communication; **electronic signature** means data in electronic form that is in, affixed to, or logically associated with, an electronic document, and that may be used to identify the signatory in relation to the electronic document and indicate the signatory's approval of the information contained in the electronic document; **electronic transmission** or **transmitted electronically** means the transfer of digital products using any electromagnetic or photonic means; and **trade administration documents** means forms a Party issues or controls that must be completed by or for an importer or exporter in connection with the import or export of goods.		ACTA.
			Art. 15.9, n. 4	The definition of digital products should not be understood to reflect a Party's view on whether trade in digital products through electronic transmission should be categorized as trade in services or trade in		Similar to ACTA Art. 27(2) requirement to support legitimate online business. Korus elaborates on e-

				goods.		commerce beyond ACTA.