(m) "personal information" means any information, including data, about an identified or identifiable natural person;

(n) "recipient" means:

(i) a natural person; or

(ii) a juridical person to the extent provided for in the laws and regulations of each Party; and

(o) "unsolicited commercial electronic message" means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, via a public telecommunications service.

ARTICLE 8.72

Customs duties

1. The Parties shall not impose customs duties on electronic transmissions, including content transmitted electronically, between a person of a Party and a person of the other Party.

2. For greater certainty, paragraph 1 does not preclude a Party from imposing internal taxes, fees or other charges on electronic transmissions, provided that those taxes, fees or charges are imposed in a manner consistent with this Agreement.

ARTICLE 8.73

Source code

1. A Party shall not require the transfer of, or access to, source code of software owned by a person of the other Party, or the transfer of, or access to, an algorithm expressed in that source code, as a condition for the import, distribution, sale or use of that software, or of products containing that software, in its territory.

2. This Article shall not preclude a regulatory body or judicial authority of a Party, or a Party with respect to a conformity assessment body, from requiring a person of the other Party:

(a) to preserve and make available[1] the source code of software, or an algorithm expressed in that source code, for an investigation, inspection, examination, enforcement action or judicial proceeding, subject to safeguards against unauthorised disclosure; or

(b) to transfer or provide access to the source code of software, or an algorithm expressed in that source code, for the purpose of imposing or enforcing a remedy granted in accordance with that Party's law following an investigation, inspection, examination, enforcement action or judicial proceeding.

3. This Article does not apply to:

(a) the voluntary transfer of, or granting of access to, source code, or an algorithm expressed in that source code, by a person of the other Party, such as in the context of a freely negotiated contract or government procurement;[2] or

(b) services supplied or activities performed in the exercise of governmental authority.

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[1] The Parties understand that this making available shall not be construed to negatively affect the status of the source code of software, or an algorithm expressed in that source code, as a trade secret.

[2] For greater certainty, voluntary transfer or granting of access in the context of a government procurement includes transfer or access for the purpose of any upgrades to, and scaling or modification of, software containing source code.