

SENATE BILL 3

Unofficial Copy  
14

2000 Regular Session  
(01r1210)

**ENROLLED BILL**  
-- Finance/Economic Matters --

Introduced by **Senator Miller**

Read and Examined by Proofreaders:

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Proofreader.

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Proofreader.

Sealed with the Great Seal and presented to the Governor, for his approval this  
\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ o'clock, \_\_\_\_ M.

\_\_\_\_\_  
President.

CHAPTER \_\_\_\_\_

1 AN ACT concerning

2 **Commercial Law - The Maryland Uniform Electronic Transactions Act**

3 FOR the purpose of adopting the Maryland Uniform Electronic Transactions Act;  
4 exempting transactions that are governed by certain laws and regulations from  
5 the application of this Act; limiting the application of this Act to certain  
6 transactions where the parties have agreed to conduct transactions  
7 electronically; providing that an agreement to conduct a transaction  
8 electronically may not be contained in a standard form contract under certain  
9 circumstances; providing that an agreement to conduct a transaction  
10 electronically may not be inferred solely from certain facts; providing that a  
11 record or signature may not be denied legal effect or enforceability solely  
12 because it is in electronic form; providing that a contract may not be denied legal  
13 effect or enforceability solely because an electronic record was used in its  
14 formation; providing that the requirements of certain laws that specify a record  
15 or signature be in written form are met by an electronic record or electronic  
16 signature under certain circumstances; authorizing certain provisions of this Act  
17 to be varied by agreement; prohibiting certain provisions of this Act ~~to be~~ from

1 being varied by agreement; providing that the requirements of certain laws that  
 2 specify that a person provide, send, or deliver information in writing are met by  
 3 the providing, sending, or delivering of an electronic record under certain  
 4 circumstances; specifying that certain electronic records or electronic signatures  
 5 may be attributed to a person under certain circumstances; specifying the legal  
 6 effect of certain changes or errors; providing that an authorized individual may  
 7 meet the requirements of certain laws through the use of an electronic signature  
 8 under certain circumstances; providing that the requirements of certain laws  
 9 that specify certain records be retained are met by retention of an electronic  
 10 record under certain circumstances; providing that signatures and records may  
 11 not be excluded as evidence in a proceeding solely because they are in electronic  
 12 form; establishing rules for the formation of a contract in an automated  
 13 transaction; establishing rules for determining the time and place of sending of  
 14 electronic records and time and place of receipt of electronic records;  
 15 establishing rules for certain electronic records to be transferable records that  
 16 transfer certain interests under certain circumstances; establishing rules  
 17 governing the enforceability of transferable records and the rights and defenses  
 18 available to certain persons under certain circumstances; requiring  
 19 governmental agencies to make certain determinations about use of electronic  
 20 records and electronic signatures; authorizing governmental agencies that use  
 21 electronic records and electronic signatures to establish certain standards and  
 22 encourage certain acts; requiring that certain standards adopted by units of  
 23 State government be consistent with those specified in the State Information  
 24 Technology Master Plan; providing for the construction, effect, and application  
 25 of this Act; defining certain terms; making provisions of this Act severable; and  
 26 generally relating to electronic records, electronic signatures, and the adoption  
 27 of the Maryland Uniform Electronic Transactions Act.

28 BY adding to  
 29 Article - Commercial Law  
 30 Section 21-101 through 21-120, inclusive, to be under the new title "Title 21.  
 31 The Maryland Uniform Electronic Transactions Act"  
 32 Annotated Code of Maryland  
 33 (1990 Replacement Volume and 1999 Supplement)

34 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF  
 35 MARYLAND, That the Laws of Maryland read as follows:

36 **Article - Commercial Law**

37 **TITLE 21. THE MARYLAND UNIFORM ELECTRONIC TRANSACTIONS ACT.**

38 21-101. DEFINITIONS.

39 (A) IN THIS TITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

40 (B) "AGREEMENT" MEANS THE BARGAIN OF THE PARTIES IN FACT, AS FOUND  
 41 IN THEIR LANGUAGE OR INFERRED FROM OTHER CIRCUMSTANCES AND FROM

1 RULES, REGULATIONS, AND PROCEDURES GIVEN THE EFFECT OF AGREEMENTS  
2 UNDER LAWS OTHERWISE APPLICABLE TO A PARTICULAR TRANSACTION.

3 (C) "AUTOMATED TRANSACTION" MEANS A TRANSACTION CONDUCTED OR  
4 PERFORMED, IN WHOLE OR IN PART, BY ELECTRONIC MEANS OR ELECTRONIC  
5 RECORDS, IN WHICH THE ACTS OR RECORDS OF ONE OR BOTH PARTIES ARE NOT  
6 REVIEWED BY AN INDIVIDUAL IN THE ORDINARY COURSE OF FORMING A CONTRACT,  
7 PERFORMING UNDER AN EXISTING CONTRACT, OR FULFILLING AN OBLIGATION  
8 REQUIRED BY THE TRANSACTION.

9 (D) "COMPUTER PROGRAM" MEANS A SET OF STATEMENTS OR INSTRUCTIONS  
10 TO BE USED DIRECTLY OR INDIRECTLY IN AN INFORMATION PROCESSING SYSTEM IN  
11 ORDER TO BRING ABOUT A CERTAIN RESULT.

12 (E) "CONTRACT" MEANS THE TOTAL LEGAL OBLIGATION RESULTING FROM  
13 THE PARTIES' AGREEMENT AS AFFECTED BY THIS TITLE AND OTHER APPLICABLE  
14 LAW.

15 (F) "ELECTRONIC" MEANS RELATING TO TECHNOLOGY HAVING ELECTRICAL,  
16 DIGITAL, MAGNETIC, WIRELESS, OPTICAL, ELECTROMAGNETIC, OR SIMILAR  
17 CAPABILITIES.

18 (G) "ELECTRONIC AGENT" MEANS A COMPUTER PROGRAM OR AN ELECTRONIC  
19 OR OTHER AUTOMATED MEANS USED INDEPENDENTLY TO INITIATE AN ACTION OR  
20 RESPOND TO ELECTRONIC RECORDS OR PERFORMANCES IN WHOLE OR IN PART,  
21 WITHOUT REVIEW OR ACTION BY AN INDIVIDUAL.

22 (H) "ELECTRONIC RECORD" MEANS A RECORD CREATED, GENERATED, SENT,  
23 COMMUNICATED, RECEIVED, OR STORED BY ELECTRONIC MEANS.

24 (I) "ELECTRONIC SIGNATURE" MEANS AN ELECTRONIC SOUND, SYMBOL, OR  
25 PROCESS ATTACHED TO OR LOGICALLY ASSOCIATED WITH A RECORD AND  
26 EXECUTED OR ADOPTED BY A PERSON WITH THE INTENT TO SIGN THE RECORD.

27 (J) "GOVERNMENTAL AGENCY" MEANS AN EXECUTIVE, LEGISLATIVE, OR  
28 JUDICIAL AGENCY, DEPARTMENT, BOARD, COMMISSION, AUTHORITY, INSTITUTION,  
29 UNIT, OR INSTRUMENTALITY OF THE FEDERAL GOVERNMENT OR OF A STATE OR OF  
30 A COUNTY, MUNICIPALITY, OR OTHER POLITICAL SUBDIVISION OF A STATE.

31 (K) "INFORMATION" INCLUDES DATA, TEXT, IMAGES, SOUNDS, CODES,  
32 COMPUTER PROGRAMS, SOFTWARE, AND DATABASES.

33 (L) "INFORMATION PROCESSING SYSTEM" MEANS AN ELECTRONIC SYSTEM  
34 FOR CREATING, GENERATING, SENDING, RECEIVING, STORING, DISPLAYING, OR  
35 PROCESSING INFORMATION.

36 (M) "PERSON" MEANS AN INDIVIDUAL, CORPORATION, BUSINESS TRUST,  
37 ESTATE, TRUST, PARTNERSHIP, LIMITED LIABILITY COMPANY, ASSOCIATION, JOINT  
38 VENTURE, GOVERNMENTAL AGENCY, PUBLIC CORPORATION, OR ANY OTHER LEGAL  
39 OR COMMERCIAL ENTITY.

1 (N) "RECORD" MEANS INFORMATION THAT IS INSCRIBED ON A TANGIBLE  
2 MEDIUM OR THAT IS STORED IN AN ELECTRONIC OR OTHER MEDIUM AND IS  
3 RETRIEVABLE IN PERCEIVABLE FORM.

4 (O) "SECURITY PROCEDURE" MEANS A PROCEDURE EMPLOYED FOR THE  
5 PURPOSE OF VERIFYING THAT AN ELECTRONIC SIGNATURE, RECORD, OR  
6 PERFORMANCE IS THAT OF A SPECIFIC PERSON OR FOR DETECTING CHANGES OR  
7 ERRORS IN THE INFORMATION IN AN ELECTRONIC RECORD. THE TERM INCLUDES A  
8 PROCEDURE THAT REQUIRES THE USE OF ALGORITHMS OR OTHER CODES,  
9 IDENTIFYING WORDS OR NUMBERS, ENCRYPTION, OR CALLBACK OR OTHER  
10 ACKNOWLEDGMENT PROCEDURES.

11 (P) "STATE" MEANS A STATE OF THE UNITED STATES, THE DISTRICT OF  
12 COLUMBIA, PUERTO RICO, THE UNITED STATES VIRGIN ISLANDS, OR ANY TERRITORY  
13 OR INSULAR POSSESSION SUBJECT TO THE JURISDICTION OF THE UNITED STATES.  
14 THE TERM INCLUDES AN INDIAN TRIBE OR BAND, OR ALASKAN NATIVE VILLAGE,  
15 WHICH IS RECOGNIZED BY FEDERAL LAW OR FORMALLY ACKNOWLEDGED BY A  
16 STATE.

17 (Q) "TRANSACTION" MEANS AN ACTION OR SET OF ACTIONS OCCURRING  
18 BETWEEN TWO OR MORE PERSONS RELATING TO THE CONDUCT OF BUSINESS,  
19 COMMERCIAL, OR GOVERNMENTAL AFFAIRS.

20 21-102. SCOPE.

21 (A) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTIONS (B), (C), AND (D) OF  
22 THIS SECTION, THIS TITLE APPLIES TO ELECTRONIC RECORDS AND ELECTRONIC  
23 SIGNATURES RELATING TO A TRANSACTION.

24 (B) THIS TITLE DOES NOT APPLY TO A TRANSACTION TO THE EXTENT IT IS  
25 GOVERNED BY:

26 (1) A LAW GOVERNING THE CREATION AND EXECUTION OF WILLS,  
27 CODICILS, OR TESTAMENTARY TRUSTS;

28 (2) THE MARYLAND UNIFORM COMMERCIAL CODE, OTHER THAN §§  
29 1-107 AND 1-206 AND TITLES 2 AND 2A;

30 (3) THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT IF  
31 ENACTED BY THIS STATE; AND

32 (4) A LAW OR REGULATION GOVERNING NOTICE ~~CONCERNING~~ OF:

33 (I) THE CANCELLATION OR TERMINATION OF UTILITY SERVICES,  
34 INCLUDING WATER, HEAT, AND POWER; ~~OR~~

35 (II) DEFAULT, ACCELERATION, REPOSSESSION, FORECLOSURE,  
36 EVICTION, OR THE RIGHT TO CURE, UNDER A CREDIT AGREEMENT, MORTGAGE, OR A  
37 RENTAL AGREEMENT FOR A PRIMARY RESIDENCE OF AN INDIVIDUAL; ~~OR~~; OR

1 (III) THE CANCELLATION OR TERMINATION OF HEALTH  
2 INSURANCE, HEALTH INSURANCE BENEFITS, OR LIFE INSURANCE BENEFITS,  
3 EXCLUDING ANNUITIES.

4 ~~(III) THE CANCELLATION OR TERMINATION OF HEALTH~~  
5 ~~INSURANCE, HEALTH INSURANCE BENEFITS, OR LIFE INSURANCE BENEFITS,~~  
6 ~~EXCLUDING ANNUITIES.~~

7 (C) THIS TITLE DOES NOT APPLY TO:

8 (1) COURT ORDERS, NOTICES, OR OFFICIAL COURT DOCUMENTS,  
9 EXCEPT AS PROVIDED IN THE MARYLAND RULES; OR

10 (2) A RECORD THAT SERVES AS A UNIQUE AND TRANSFERABLE  
11 INSTRUMENT OF RIGHTS AND OBLIGATIONS, INCLUDING AN INSTRUMENT OF TITLE  
12 WHERE POSSESSION OF THE INSTRUMENT IS DEEMED TO CONFER TITLE, UNLESS AN  
13 ELECTRONIC VERSION OF THAT RECORD IS CREATED, STORED, AND TRANSFERRED  
14 IN A MANNER THAT:

15 (I) ALLOWS FOR THE EXISTENCE OF ONLY ONE UNIQUE,  
16 IDENTIFIABLE, AND UNALTERABLE ORIGINAL WITH THE FUNCTIONAL ATTRIBUTES  
17 OF AN EQUIVALENT PHYSICAL INSTRUMENT;

18 (II) CAN BE POSSESSED BY ONLY ONE PERSON; AND

19 (III) CANNOT BE COPIED EXCEPT IN A FORM THAT IS READILY  
20 IDENTIFIABLE AS A COPY.

21 (D) NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, A  
22 GOVERNMENTAL AGENCY MAY ADOPT REGULATIONS THAT REQUIRE SPECIFIC  
23 NOTICES WITHIN THE REGULATORY AUTHORITY OF THE AGENCY TO BE PROVIDED  
24 OR MADE AVAILABLE IN WRITING UPON THE AGENCY'S DETERMINATION THAT IT IS  
25 NECESSARY FOR THE PROTECTION, PUBLIC HEALTH, OR SAFETY OF CONSUMERS.

26 (E) THIS TITLE APPLIES TO AN ELECTRONIC RECORD OR ELECTRONIC  
27 SIGNATURE OTHERWISE EXCLUDED FROM THE APPLICATION OF THIS TITLE UNDER  
28 SUBSECTION (B) OF THIS SECTION TO THE EXTENT IT IS GOVERNED BY A LAW OTHER  
29 THAN THOSE SPECIFIED IN SUBSECTION (B) OF THIS SECTION.

30 (F) A TRANSACTION SUBJECT TO THIS TITLE IS ALSO SUBJECT TO OTHER  
31 APPLICABLE SUBSTANTIVE LAW.

32 21-103. PROSPECTIVE APPLICATION.

33 THIS TITLE APPLIES TO ANY ELECTRONIC RECORD OR ELECTRONIC SIGNATURE  
34 CREATED, GENERATED, SENT, COMMUNICATED, RECEIVED, OR STORED ON OR  
35 AFTER THE EFFECTIVE DATE OF THIS TITLE.

1 21-104. USE OF ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES; VARIATION  
2 BY AGREEMENT.

3 (A) THIS TITLE DOES NOT REQUIRE A RECORD OR SIGNATURE TO BE  
4 CREATED, GENERATED, SENT, COMMUNICATED, RECEIVED, STORED, OR OTHERWISE  
5 PROCESSED OR USED BY ELECTRONIC MEANS OR IN ELECTRONIC FORM.

6 (B) (1) THIS TITLE APPLIES ONLY TO TRANSACTIONS BETWEEN PARTIES,  
7 EACH OF WHICH HAS AGREED TO CONDUCT TRANSACTIONS BY ELECTRONIC MEANS.

8 (2) WHETHER THE PARTIES HAVE AGREED TO CONDUCT A  
9 TRANSACTION BY ELECTRONIC MEANS IS DETERMINED FROM THE CONTEXT AND  
10 SURROUNDING CIRCUMSTANCES, INCLUDING THE PARTIES' CONDUCT.

11 (3) EXCEPT FOR A SEPARATE AND OPTIONAL AGREEMENT THE PRIMARY  
12 PURPOSE OF WHICH IS TO AUTHORIZE A TRANSACTION TO BE CONDUCTED BY  
13 ELECTRONIC MEANS, A PROVISION TO CONDUCT A TRANSACTION ELECTRONICALLY  
14 MAY NOT BE CONTAINED IN A STANDARD FORM CONTRACT UNLESS THAT PROVISION  
15 IS CONSPICUOUSLY DISPLAYED AND SEPARATELY CONSENTED TO.

16 (4) AN AGREEMENT TO CONDUCT A TRANSACTION ELECTRONICALLY  
17 MAY NOT BE INFERRED SOLELY FROM THE FACT THAT A PARTY HAS USED  
18 ELECTRONIC MEANS TO PAY AN ACCOUNT OR REGISTER A PURCHASE WARRANTY.

19 (5) THIS SUBSECTION MAY NOT BE VARIED BY AGREEMENT.

20 (C) (1) A PARTY THAT AGREES TO CONDUCT A TRANSACTION BY  
21 ELECTRONIC MEANS MAY REFUSE TO CONDUCT OTHER TRANSACTIONS BY  
22 ELECTRONIC MEANS.

23 (2) THE RIGHT GRANTED BY THIS SUBSECTION MAY NOT BE WAIVED BY  
24 AGREEMENT.

25 (D) (1) EXCEPT AS OTHERWISE PROVIDED IN THIS TITLE, THE EFFECT OF  
26 ANY OF ITS PROVISIONS MAY BE VARIED BY AGREEMENT.

27 (2) THE PRESENCE IN PROVISIONS OF THIS TITLE OF THE WORDS  
28 "UNLESS OTHERWISE AGREED", OR WORDS OF SIMILAR IMPORT, DOES NOT IMPLY  
29 THAT THE EFFECT OF OTHER PROVISIONS MAY NOT BE VARIED BY AGREEMENT.

30 (E) WHETHER AN ELECTRONIC RECORD OR ELECTRONIC SIGNATURE HAS  
31 LEGAL CONSEQUENCES IS DETERMINED BY THIS TITLE AND OTHER APPLICABLE  
32 LAW.

33 21-105. CONSTRUCTION AND APPLICATION.

34 THIS TITLE MUST BE CONSTRUED AND APPLIED:

35 (1) TO FACILITATE ELECTRONIC TRANSACTIONS CONSISTENT WITH  
36 OTHER APPLICABLE LAW;

1 (2) TO BE CONSISTENT WITH REASONABLE PRACTICES CONCERNING  
2 ELECTRONIC TRANSACTIONS AND WITH THE CONTINUED EXPANSION OF THOSE  
3 PRACTICES; AND

4 (3) TO EFFECTUATE ITS GENERAL PURPOSE TO MAKE UNIFORM THE  
5 LAW WITH RESPECT TO THE SUBJECT OF THIS TITLE AMONG STATES ENACTING IT.

6 21-106. LEGAL RECOGNITION OF ELECTRONIC RECORDS, ELECTRONIC SIGNATURES,  
7 AND ELECTRONIC CONTRACTS.

8 (A) A RECORD OR SIGNATURE MAY NOT BE DENIED LEGAL EFFECT OR  
9 ENFORCEABILITY SOLELY BECAUSE IT IS IN ELECTRONIC FORM.

10 (B) A CONTRACT MAY NOT BE DENIED LEGAL EFFECT OR ENFORCEABILITY  
11 SOLELY BECAUSE AN ELECTRONIC RECORD WAS USED IN ITS FORMATION.

12 (C) IF A LAW REQUIRES A RECORD TO BE IN WRITING, AN ELECTRONIC  
13 RECORD SATISFIES THE LAW.

14 (D) IF A LAW REQUIRES A SIGNATURE, AN ELECTRONIC SIGNATURE  
15 SATISFIES THE LAW.

16 21-107. PROVISION OF INFORMATION IN WRITING; PRESENTATION OF RECORDS.

17 (A) (1) IF PARTIES HAVE AGREED TO CONDUCT A TRANSACTION BY  
18 ELECTRONIC MEANS AND A LAW REQUIRES A PERSON TO PROVIDE, SEND, OR  
19 DELIVER INFORMATION IN WRITING TO ANOTHER PERSON, THE REQUIREMENT IS  
20 SATISFIED IF THE INFORMATION IS PROVIDED, SENT, OR DELIVERED IN AN  
21 ELECTRONIC RECORD CAPABLE OF RETENTION BY THE RECIPIENT AT THE TIME OF  
22 RECEIPT.

23 (2) AN ELECTRONIC RECORD IS NOT CAPABLE OF RETENTION BY THE  
24 RECIPIENT IF THE SENDER OR ITS INFORMATION PROCESSING SYSTEM INHIBITS  
25 THE ABILITY OF THE RECIPIENT TO PRINT OR STORE THE ELECTRONIC RECORD.

26 (B) IF A LAW OTHER THAN THIS TITLE REQUIRES A RECORD TO BE POSTED OR  
27 DISPLAYED IN A CERTAIN MANNER, TO BE SENT, COMMUNICATED, OR TRANSMITTED  
28 BY A SPECIFIED METHOD, OR TO CONTAIN INFORMATION THAT IS FORMATTED IN A  
29 CERTAIN MANNER, THE FOLLOWING RULES APPLY:

30 (1) THE RECORD MUST BE POSTED OR DISPLAYED IN THE MANNER  
31 SPECIFIED IN THE OTHER LAW;

32 (2) EXCEPT AS OTHERWISE PROVIDED IN SUBSECTION (D)(2) OF THIS  
33 SECTION, THE RECORD MUST BE SENT, COMMUNICATED, OR TRANSMITTED BY THE  
34 METHOD SPECIFIED IN THE OTHER LAW; AND

35 (3) THE RECORD MUST CONTAIN THE INFORMATION FORMATTED IN  
36 THE MANNER SPECIFIED IN THE OTHER LAW.

1 (C) IF A SENDER INHIBITS THE ABILITY OF A RECIPIENT TO STORE OR PRINT  
2 AN ELECTRONIC RECORD, THE ELECTRONIC RECORD IS NOT ENFORCEABLE AGAINST  
3 THE RECIPIENT.

4 (D) THE REQUIREMENTS OF THIS SECTION MAY NOT BE VARIED BY  
5 AGREEMENT, BUT:

6 (1) TO THE EXTENT A LAW OTHER THAN THIS TITLE REQUIRES  
7 INFORMATION TO BE PROVIDED, SENT, OR DELIVERED IN WRITING BUT PERMITS  
8 THAT REQUIREMENT TO BE VARIED BY AGREEMENT, THE REQUIREMENT UNDER  
9 SUBSECTION (A) OF THIS SECTION THAT THE INFORMATION BE IN THE FORM OF AN  
10 ELECTRONIC RECORD CAPABLE OF RETENTION MAY ALSO BE VARIED BY  
11 AGREEMENT; AND

12 (2) A REQUIREMENT UNDER A LAW OTHER THAN THIS TITLE TO SEND,  
13 COMMUNICATE, OR TRANSMIT A RECORD BY REGISTERED OR CERTIFIED MAIL,  
14 POSTAGE PREPAID, OR BY REGULAR MAIL, MAY BE VARIED BY AGREEMENT TO THE  
15 EXTENT PERMITTED BY THE OTHER LAW.

16 21-108. ATTRIBUTION AND EFFECT OF ELECTRONIC RECORD AND ELECTRONIC  
17 SIGNATURE.

18 (A) (1) AN ELECTRONIC RECORD OR ELECTRONIC SIGNATURE IS  
19 ATTRIBUTABLE TO A PERSON IF IT WAS THE ACT OF THE PERSON.

20 (2) THE ACT OF THE PERSON MAY BE SHOWN IN ANY MANNER,  
21 INCLUDING A SHOWING OF THE EFFICACY OF ANY SECURITY PROCEDURE APPLIED  
22 TO DETERMINE THE PERSON TO WHICH THE ELECTRONIC RECORD OR ELECTRONIC  
23 SIGNATURE WAS ATTRIBUTABLE.

24 (B) THE EFFECT OF AN ELECTRONIC RECORD OR ELECTRONIC SIGNATURE  
25 ATTRIBUTED TO A PERSON UNDER SUBSECTION (A) OF THIS SECTION IS  
26 DETERMINED FROM THE CONTEXT AND SURROUNDING CIRCUMSTANCES AT THE  
27 TIME OF ITS CREATION, EXECUTION, OR ADOPTION, INCLUDING THE PARTIES'  
28 AGREEMENT, IF ANY, AND OTHERWISE AS PROVIDED BY LAW.

29 21-109. EFFECT OF CHANGE OR ERROR.

30 IF A CHANGE OR ERROR IN AN ELECTRONIC RECORD OCCURS IN A  
31 TRANSMISSION BETWEEN PARTIES TO A TRANSACTION, THE FOLLOWING RULES  
32 APPLY:

33 (1) IF THE PARTIES HAVE AGREED TO USE A SECURITY PROCEDURE TO  
34 DETECT CHANGES OR ERRORS AND ONE PARTY HAS CONFORMED TO THE  
35 PROCEDURE, BUT THE OTHER PARTY HAS NOT, AND THE NONCONFORMING PARTY  
36 WOULD HAVE DETECTED THE CHANGE OR ERROR HAD THAT PARTY ALSO  
37 CONFORMED, THE CONFORMING PARTY MAY AVOID THE EFFECT OF THE CHANGED  
38 OR ERRONEOUS ELECTRONIC RECORD;

1 (2) IN AN AUTOMATED TRANSACTION INVOLVING AN INDIVIDUAL, THE  
2 INDIVIDUAL MAY AVOID THE EFFECT OF AN ELECTRONIC RECORD THAT RESULTED  
3 FROM AN ERROR MADE BY THE INDIVIDUAL IN DEALING WITH THE ELECTRONIC  
4 AGENT OF ANOTHER PERSON IF THE ELECTRONIC AGENT DID NOT PROVIDE AN  
5 OPPORTUNITY FOR THE PREVENTION OR CORRECTION OF THE ERROR AND, AT THE  
6 TIME THE INDIVIDUAL LEARNS OF THE ERROR, THE INDIVIDUAL:

7 (I) PROMPTLY NOTIFIES THE OTHER PERSON OF THE ERROR AND  
8 THAT THE INDIVIDUAL DID NOT INTEND TO BE BOUND BY THE ELECTRONIC RECORD  
9 RECEIVED BY THE OTHER PERSON;

10 (II) TAKES REASONABLE STEPS, INCLUDING STEPS THAT CONFORM  
11 TO THE OTHER PERSON'S REASONABLE INSTRUCTIONS, TO RETURN TO THE OTHER  
12 PERSON OR, IF INSTRUCTED BY THE OTHER PERSON, TO DESTROY THE  
13 CONSIDERATION RECEIVED, IF ANY, AS A RESULT OF THE ERRONEOUS ELECTRONIC  
14 RECORD; AND

15 (III) HAS NOT USED OR RECEIVED ANY BENEFIT OR VALUE FROM  
16 THE CONSIDERATION, IF ANY, RECEIVED FROM THE OTHER PERSON;

17 (3) IF NEITHER ITEM (1) NOR ITEM (2) OF THIS SECTION APPLIES, THE  
18 CHANGE OR ERROR HAS THE EFFECT PROVIDED BY OTHER LAW, INCLUDING THE  
19 LAW OF MISTAKE, AND THE PARTIES' CONTRACT, IF ANY; AND

20 (4) ITEMS (2) AND (3) OF THIS SECTION MAY NOT BE VARIED BY  
21 AGREEMENT.

22 21-110. NOTARIZATION AND ACKNOWLEDGMENT.

23 IF A LAW REQUIRES A SIGNATURE OR RECORD TO BE NOTARIZED,  
24 ACKNOWLEDGED, VERIFIED, OR MADE UNDER OATH, THE REQUIREMENT IS  
25 SATISFIED IF THE ELECTRONIC SIGNATURE OF THE PERSON AUTHORIZED TO  
26 PERFORM THOSE ACTS, TOGETHER WITH ALL OTHER INFORMATION REQUIRED TO  
27 BE INCLUDED BY OTHER APPLICABLE LAW, IS ATTACHED TO OR LOGICALLY  
28 ASSOCIATED WITH THE SIGNATURE OR RECORD.

29 21-111. RETENTION OF ELECTRONIC RECORDS; ORIGINALS.

30 (A) IF A LAW REQUIRES THAT A RECORD BE RETAINED, THE REQUIREMENT IS  
31 SATISFIED BY RETAINING AN ELECTRONIC RECORD OF THE INFORMATION IN THE  
32 RECORD WHICH:

33 (1) ACCURATELY REFLECTS THE INFORMATION SET FORTH IN THE  
34 RECORD ~~AFTER~~ AT THE TIME IT WAS FIRST GENERATED IN ITS FINAL FORM AS AN  
35 ELECTRONIC RECORD OR OTHERWISE; AND

36 (2) REMAINS ACCESSIBLE FOR LATER REFERENCE.

37 (B) A REQUIREMENT TO RETAIN A RECORD IN ACCORDANCE WITH  
38 SUBSECTION (A) OF THIS SECTION DOES NOT APPLY TO ANY INFORMATION THE SOLE

1 PURPOSE OF WHICH IS TO ENABLE THE RECORD TO BE SENT, COMMUNICATED, OR  
2 RECEIVED.

3 (C) A PERSON MAY SATISFY SUBSECTION (A) OF THIS SECTION BY USING THE  
4 SERVICES OF ANOTHER PERSON IF THE REQUIREMENTS OF THAT SUBSECTION ARE  
5 SATISFIED.

6 (D) IF A LAW REQUIRES A RECORD TO BE PRESENTED OR RETAINED IN ITS  
7 ORIGINAL FORM, OR PROVIDES CONSEQUENCES IF THE RECORD IS NOT PRESENTED  
8 OR RETAINED IN ITS ORIGINAL FORM, THAT LAW IS SATISFIED BY AN ELECTRONIC  
9 RECORD RETAINED IN ACCORDANCE WITH SUBSECTION (A) OF THIS SECTION.

10 (E) IF A LAW REQUIRES RETENTION OF A CHECK, THAT REQUIREMENT IS  
11 SATISFIED BY RETENTION OF AN ELECTRONIC RECORD OF THE INFORMATION ON  
12 THE FRONT AND BACK OF THE CHECK IN ACCORDANCE WITH SUBSECTION (A) OF  
13 THIS SECTION.

14 (F) A RECORD RETAINED AS AN ELECTRONIC RECORD IN ACCORDANCE WITH  
15 SUBSECTION (A) OF THIS SECTION SATISFIES A LAW REQUIRING A PERSON TO  
16 RETAIN A RECORD FOR EVIDENTIARY, AUDIT, OR SIMILAR PURPOSES, UNLESS A LAW  
17 ENACTED AFTER THE EFFECTIVE DATE OF THIS TITLE SPECIFICALLY PROHIBITS  
18 THE USE OF AN ELECTRONIC RECORD FOR THE SPECIFIED PURPOSE.

19 (G) THIS SECTION DOES NOT PRECLUDE A GOVERNMENTAL AGENCY OF THIS  
20 STATE FROM SPECIFYING ADDITIONAL REQUIREMENTS FOR THE RETENTION OF A  
21 RECORD SUBJECT TO THE AGENCY'S JURISDICTION.

22 21-112. ADMISSIBILITY IN EVIDENCE.

23 IN A PROCEEDING, EVIDENCE OF A RECORD OR SIGNATURE MAY NOT BE  
24 EXCLUDED SOLELY BECAUSE IT IS IN ELECTRONIC FORM.

25 21-113. AUTOMATED TRANSACTION.

26 IN AN AUTOMATED TRANSACTION, THE FOLLOWING RULES APPLY:

27 (1) A CONTRACT MAY BE FORMED BY THE INTERACTION OF  
28 ELECTRONIC AGENTS OF THE PARTIES, EVEN IF NO INDIVIDUAL WAS AWARE OF OR  
29 REVIEWED THE ELECTRONIC AGENTS' ACTIONS OR THE RESULTING TERMS AND  
30 AGREEMENTS;

31 (2) A CONTRACT MAY BE FORMED BY THE INTERACTION OF AN  
32 ELECTRONIC AGENT AND AN INDIVIDUAL, ACTING ON THE INDIVIDUAL'S OWN  
33 BEHALF OR FOR ANOTHER PERSON, INCLUDING BY AN INTERACTION IN WHICH THE  
34 INDIVIDUAL PERFORMS ACTIONS THAT THE INDIVIDUAL IS FREE TO REFUSE TO  
35 PERFORM AND WHICH THE INDIVIDUAL KNOWS OR HAS REASON TO KNOW WILL  
36 CAUSE THE ELECTRONIC AGENT TO COMPLETE THE TRANSACTION OR  
37 PERFORMANCE; AND

1 (3) THE TERMS OF THE CONTRACT ARE DETERMINED BY THE  
2 SUBSTANTIVE LAW APPLICABLE TO IT.

3 21-114. TIME AND PLACE OF SENDING AND RECEIPT.

4 (A) UNLESS OTHERWISE AGREED BETWEEN THE SENDER AND THE  
5 RECIPIENT, AN ELECTRONIC RECORD IS SENT WHEN IT:

6 (1) IS ADDRESSED PROPERLY OR OTHERWISE DIRECTED PROPERLY TO  
7 AN INFORMATION PROCESSING SYSTEM THAT THE RECIPIENT HAS DESIGNATED OR  
8 USES FOR THE PURPOSE OF RECEIVING ELECTRONIC RECORDS OR INFORMATION OF  
9 THE TYPE SENT AND FROM WHICH THE RECIPIENT IS ABLE TO RETRIEVE THE  
10 ELECTRONIC RECORD;

11 (2) IS IN A FORM CAPABLE OF BEING PROCESSED BY THAT SYSTEM; AND

12 (3) ENTERS AN INFORMATION PROCESSING SYSTEM OUTSIDE THE  
13 CONTROL OF THE SENDER OR OF A PERSON THAT SENT THE ELECTRONIC RECORD  
14 ON BEHALF OF THE SENDER OR ENTERS A REGION OF THE INFORMATION  
15 PROCESSING SYSTEM DESIGNATED OR USED BY THE RECIPIENT WHICH IS UNDER  
16 THE CONTROL OF THE RECIPIENT.

17 (B) UNLESS OTHERWISE AGREED BETWEEN THE SENDER AND THE  
18 RECIPIENT, AN ELECTRONIC RECORD IS RECEIVED WHEN:

19 (1) IT ENTERS AN INFORMATION PROCESSING SYSTEM THAT THE  
20 RECIPIENT HAS DESIGNATED OR USES FOR THE PURPOSE OF RECEIVING  
21 ELECTRONIC RECORDS OR INFORMATION OF THE TYPE SENT AND FROM WHICH THE  
22 RECIPIENT IS ABLE TO RETRIEVE THE ELECTRONIC RECORD; AND

23 (2) IT IS IN A FORM CAPABLE OF BEING PROCESSED BY THAT SYSTEM.

24 (C) SUBSECTION (B) OF THIS SECTION APPLIES EVEN IF THE PLACE WHERE  
25 THE INFORMATION PROCESSING SYSTEM IS LOCATED IS DIFFERENT FROM THE  
26 PLACE WHERE THE ELECTRONIC RECORD IS DEEMED TO BE RECEIVED UNDER  
27 SUBSECTION (D) OF THIS SECTION.

28 (D) UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE ELECTRONIC RECORD  
29 OR AGREED BETWEEN THE SENDER AND THE RECIPIENT, AN ELECTRONIC RECORD  
30 IS DEEMED TO BE SENT FROM THE SENDER'S PLACE OF BUSINESS AND TO BE  
31 RECEIVED AT THE RECIPIENT'S PLACE OF BUSINESS. FOR PURPOSES OF THIS  
32 SUBSECTION, THE FOLLOWING RULES APPLY:

33 (1) IF THE SENDER OR RECIPIENT HAS MORE THAN ONE PLACE OF  
34 BUSINESS, THE PLACE OF BUSINESS OF THAT PERSON IS THE PLACE HAVING THE  
35 CLOSEST RELATIONSHIP TO THE UNDERLYING TRANSACTION; AND

36 (2) IF THE SENDER OR THE RECIPIENT DOES NOT HAVE A PLACE OF  
37 BUSINESS, THE PLACE OF BUSINESS IS THE SENDER'S OR RECIPIENT'S RESIDENCE,  
38 AS THE CASE MAY BE.

1 (E) AN ELECTRONIC RECORD IS RECEIVED UNDER SUBSECTION (B) OF THIS  
2 SECTION EVEN IF NO INDIVIDUAL IS AWARE OF ITS RECEIPT.

3 (F) RECEIPT OF AN ELECTRONIC ACKNOWLEDGMENT FROM AN  
4 INFORMATION PROCESSING SYSTEM DESCRIBED IN SUBSECTION (B) OF THIS  
5 SECTION ESTABLISHES THAT A RECORD WAS RECEIVED BUT, BY ITSELF, DOES NOT  
6 ESTABLISH THAT THE CONTENT SENT CORRESPONDS TO THE CONTENT RECEIVED.

7 (G) (1) IF A PERSON IS AWARE THAT AN ELECTRONIC RECORD  
8 PURPORTEDLY SENT UNDER SUBSECTION (A) OF THIS SECTION, OR PURPORTEDLY  
9 RECEIVED UNDER SUBSECTION (B) OF THIS SECTION, WAS NOT ACTUALLY SENT OR  
10 RECEIVED, THE LEGAL EFFECT OF THE SENDING OR RECEIPT IS DETERMINED BY  
11 OTHER APPLICABLE LAW.

12 (2) EXCEPT TO THE EXTENT ALLOWED BY THE OTHER LAW, THE  
13 REQUIREMENTS OF THIS SUBSECTION MAY NOT BE VARIED BY AGREEMENT.

14 21-115. TRANSFERABLE RECORDS.

15 (A) IN THIS SECTION, "TRANSFERABLE RECORD" MEANS AN ELECTRONIC  
16 RECORD THAT:

17 (1) WOULD BE A NOTE UNDER TITLE 3 OF THIS ARTICLE OR A  
18 DOCUMENT UNDER TITLE 7 OF THIS ARTICLE IF THE ELECTRONIC RECORD WERE IN  
19 WRITING; AND

20 (2) THE ISSUER OF THE ELECTRONIC RECORD EXPRESSLY HAS AGREED  
21 IS A TRANSFERABLE RECORD.

22 (B) A PERSON HAS CONTROL OF A TRANSFERABLE RECORD IF A SYSTEM  
23 EMPLOYED FOR EVIDENCING THE TRANSFER OF INTERESTS IN THE TRANSFERABLE  
24 RECORD RELIABLY ESTABLISHES THAT PERSON AS THE PERSON TO WHICH THE  
25 TRANSFERABLE RECORD WAS ISSUED OR TRANSFERRED.

26 (C) A SYSTEM EMPLOYED FOR EVIDENCING THE TRANSFER OF INTERESTS IN  
27 THE TRANSFERABLE RECORD SATISFIES SUBSECTION (B) OF THIS SECTION, AND A  
28 PERSON IS DEEMED TO HAVE CONTROL OF A TRANSFERABLE RECORD, IF THE  
29 TRANSFERABLE RECORD IS CREATED, STORED, AND ASSIGNED IN SUCH A MANNER  
30 THAT:

31 (1) A SINGLE AUTHORITATIVE COPY OF THE TRANSFERABLE RECORD  
32 EXISTS THAT IS UNIQUE, IDENTIFIABLE, AND, EXCEPT AS OTHERWISE PROVIDED IN  
33 ITEMS (4), (5), AND (6) OF THIS SUBSECTION, UNALTERABLE;

34 (2) THE AUTHORITATIVE COPY IDENTIFIES THE PERSON ASSERTING  
35 CONTROL AS:

36 (I) THE PERSON TO WHICH THE TRANSFERABLE RECORD WAS  
37 ISSUED; OR

1 (II) IF THE AUTHORITATIVE COPY INDICATES THAT THE  
2 TRANSFERABLE RECORD HAS BEEN TRANSFERRED, THE PERSON TO WHICH THE  
3 TRANSFERABLE RECORD WAS MOST RECENTLY TRANSFERRED;

4 (3) THE AUTHORITATIVE COPY IS COMMUNICATED TO AND MAINTAINED  
5 BY THE PERSON ASSERTING CONTROL OR ITS DESIGNATED CUSTODIAN;

6 (4) COPIES OR REVISIONS THAT ADD OR CHANGE AN IDENTIFIED  
7 ASSIGNEE OF THE AUTHORITATIVE COPY CAN BE MADE ONLY WITH THE CONSENT  
8 OF THE PERSON ASSERTING CONTROL;

9 (5) EACH COPY OF THE AUTHORITATIVE COPY AND ANY COPY OF A COPY  
10 IS READILY IDENTIFIABLE AS A COPY THAT IS NOT THE AUTHORITATIVE COPY; AND

11 (6) ANY REVISION OF THE AUTHORITATIVE COPY IS READILY  
12 IDENTIFIABLE AS AUTHORIZED OR UNAUTHORIZED.

13 (D) (1) EXCEPT AS OTHERWISE AGREED, A PERSON HAVING CONTROL OF A  
14 TRANSFERABLE RECORD IS THE HOLDER, AS DEFINED IN § 1-201(20) OF THIS  
15 ARTICLE, OF THE TRANSFERABLE RECORD AND HAS THE SAME RIGHTS AND  
16 DEFENSES AS A HOLDER OF AN EQUIVALENT RECORD OR WRITING UNDER THE  
17 MARYLAND UNIFORM COMMERCIAL CODE, INCLUDING, IF THE APPLICABLE  
18 STATUTORY REQUIREMENTS UNDER § 3-302(A), § 7-501, OR § 9-308 OF THIS ARTICLE  
19 ARE SATISFIED, THE RIGHTS AND DEFENSES OF A HOLDER IN DUE COURSE, A  
20 HOLDER TO WHICH A NEGOTIABLE DOCUMENT OF TITLE HAS BEEN DULY  
21 NEGOTIATED, OR A PURCHASER, RESPECTIVELY.

22 (2) DELIVERY, POSSESSION, AND ENDORSEMENT ARE NOT REQUIRED TO  
23 OBTAIN OR EXERCISE ANY OF THE RIGHTS UNDER THIS SUBSECTION.

24 (E) EXCEPT AS OTHERWISE AGREED, AN OBLIGOR UNDER A TRANSFERABLE  
25 RECORD HAS THE SAME RIGHTS AND DEFENSES AS AN EQUIVALENT OBLIGOR  
26 UNDER EQUIVALENT RECORDS OR WRITINGS UNDER THE MARYLAND UNIFORM  
27 COMMERCIAL CODE.

28 (F) (1) IF REQUESTED BY A PERSON AGAINST WHICH ENFORCEMENT IS  
29 SOUGHT, THE PERSON SEEKING TO ENFORCE THE TRANSFERABLE RECORD SHALL  
30 PROVIDE REASONABLE PROOF THAT THE PERSON IS IN CONTROL OF THE  
31 TRANSFERABLE RECORD.

32 (2) PROOF MAY INCLUDE ACCESS TO THE AUTHORITATIVE COPY OF THE  
33 TRANSFERABLE RECORD AND RELATED BUSINESS RECORDS SUFFICIENT TO REVIEW  
34 THE TERMS OF THE TRANSFERABLE RECORD AND TO ESTABLISH THE IDENTITY OF  
35 THE PERSON HAVING CONTROL OF THE TRANSFERABLE RECORD.

1 21-116. CREATION AND RETENTION OF ELECTRONIC RECORDS AND CONVERSION OF  
2 WRITTEN RECORDS BY GOVERNMENTAL AGENCIES.

3 EACH GOVERNMENTAL AGENCY OF THIS STATE SHALL DETERMINE WHETHER,  
4 AND THE EXTENT TO WHICH, IT WILL CREATE AND RETAIN ELECTRONIC RECORDS  
5 AND CONVERT WRITTEN RECORDS TO ELECTRONIC RECORDS.

6 21-117. ACCEPTANCE AND DISTRIBUTION OF ELECTRONIC RECORDS BY  
7 GOVERNMENTAL AGENCIES.

8 (A) EXCEPT AS OTHERWISE PROVIDED IN § 21-111(F) OF THIS TITLE, EACH  
9 GOVERNMENTAL AGENCY SHALL DETERMINE WHETHER, AND THE EXTENT TO  
10 WHICH, IT WILL SEND AND ACCEPT ELECTRONIC RECORDS AND ELECTRONIC  
11 SIGNATURES TO AND FROM OTHER PERSONS AND OTHERWISE CREATE, GENERATE,  
12 COMMUNICATE, STORE, PROCESS, USE, AND RELY UPON ELECTRONIC RECORDS AND  
13 ELECTRONIC SIGNATURES.

14 (B) TO THE EXTENT A GOVERNMENTAL AGENCY USES ELECTRONIC RECORDS  
15 AND ELECTRONIC SIGNATURES UNDER SUBSECTION (A) OF THIS SECTION, THE  
16 GOVERNMENTAL AGENCY, GIVING DUE CONSIDERATION TO SECURITY, MAY SPECIFY:

17 (1) THE MANNER AND FORMAT IN WHICH THE ELECTRONIC RECORDS  
18 MUST BE CREATED, GENERATED, SENT, COMMUNICATED, RECEIVED, AND STORED  
19 AND THE SYSTEMS ESTABLISHED FOR THOSE PURPOSES;

20 (2) THE ELECTRONIC RECORDS MUST BE SIGNED BY ELECTRONIC  
21 MEANS, THE TYPE OF ELECTRONIC SIGNATURE REQUIRED, THE MANNER AND  
22 FORMAT IN WHICH THE ELECTRONIC SIGNATURE MUST BE AFFIXED TO THE  
23 ELECTRONIC RECORD, AND THE IDENTITY OF, OR CRITERIA THAT MUST BE MET BY,  
24 ANY THIRD PARTY USED BY A PERSON FILING A DOCUMENT TO FACILITATE THE  
25 PROCESS;

26 (3) CONTROL PROCESSES AND PROCEDURES AS APPROPRIATE TO  
27 ENSURE ADEQUATE PRESERVATION, DISPOSITION, INTEGRITY, SECURITY,  
28 CONFIDENTIALITY, AND AUDITABILITY OF ELECTRONIC RECORDS; AND

29 (4) ANY OTHER REQUIRED ATTRIBUTES FOR ELECTRONIC RECORDS  
30 WHICH ARE SPECIFIED FOR CORRESPONDING NONELECTRONIC RECORDS OR  
31 REASONABLY NECESSARY UNDER THE CIRCUMSTANCES.

32 (C) EXCEPT AS OTHERWISE PROVIDED IN ~~§ 21-112(F)~~ § 21-111(F) OF THIS TITLE,  
33 THIS TITLE DOES NOT REQUIRE A GOVERNMENTAL AGENCY OF THIS STATE TO USE  
34 OR PERMIT THE USE OF ELECTRONIC RECORDS OR ELECTRONIC SIGNATURES.

35 21-118. INTEROPERABILITY.

36 (A) A GOVERNMENTAL AGENCY OF THIS STATE THAT ADOPTS STANDARDS IN  
37 ACCORDANCE WITH § 21-117 OF THIS TITLE MAY ENCOURAGE AND PROMOTE  
38 CONSISTENCY AND INTEROPERABILITY WITH SIMILAR REQUIREMENTS ADOPTED BY  
39 OTHER GOVERNMENTAL AGENCIES OF THIS STATE, OTHER STATES, THE FEDERAL

1 GOVERNMENT, AND NONGOVERNMENTAL PERSONS INTERACTING WITH  
2 GOVERNMENTAL AGENCIES OF THIS STATE.

3 (B) IF APPROPRIATE, THOSE STANDARDS MAY SPECIFY DIFFERING LEVELS OF  
4 STANDARDS FROM WHICH GOVERNMENTAL AGENCIES OF THIS STATE MAY CHOOSE  
5 IN IMPLEMENTING THE MOST APPROPRIATE STANDARD FOR A PARTICULAR  
6 APPLICATION.

7 (C) STANDARDS ADOPTED BY UNITS OF STATE GOVERNMENT SHALL BE  
8 CONSISTENT WITH THOSE SPECIFIED IN THE STATE INFORMATION TECHNOLOGY  
9 MASTER PLAN.

10 21-119. SEVERABILITY CLAUSE.

11 IF ANY PROVISION OF THIS TITLE OR ITS APPLICATION TO ANY PERSON OR  
12 CIRCUMSTANCE IS HELD INVALID, THE INVALIDITY DOES NOT AFFECT OTHER  
13 PROVISIONS OR APPLICATIONS OF THIS TITLE WHICH CAN BE GIVEN EFFECT  
14 WITHOUT THE INVALID PROVISION OR APPLICATION, AND TO THIS END THE  
15 PROVISIONS OF THIS TITLE ARE SEVERABLE.

16 21-120. SHORT TITLE.

17 THIS TITLE MAY BE CITED AS THE MARYLAND UNIFORM ELECTRONIC  
18 TRANSACTIONS ACT.

19 SECTION 2. AND BE IT FURTHER ENACTED, That the catchlines  
20 contained in this Act are not law and may not be considered to have been enacted as  
21 part of this Act.

22 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall be  
23 construed only prospectively and may not be applied or interpreted to have any effect  
24 on or application to any electronic record or electronic signature created, sent,  
25 communicated, received, or stored before the effective date of this Act.

26 SECTION 4. AND BE IT FURTHER ENACTED, That this Act shall take effect  
27 ~~October~~ June 1, 2000.