

# SENATE BILL 866

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By: **Senator Feldman**

Introduced and read first time: February 5, 2018

Assigned to: Finance

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## A BILL ENTITLED

1 AN ACT concerning

2 **Commercial Law – Maryland Uniform Electronic Transactions Act – Revisions**

3 FOR the purpose of providing that a certain consumer shall be deemed not to have agreed  
4 to enter into a certain consumer contract by electronic means or in electronic form  
5 under certain circumstances; defining certain terms; and generally relating to the  
6 Maryland Uniform Electronic Transactions Act.

7 BY renumbering

8 Article – Commercial Law

9 Section 21–101(e) through (q), respectively

10 to be Section 21–101(g) through (s), respectively

11 Annotated Code of Maryland

12 (2013 Replacement Volume and 2017 Supplement)

13 BY adding to

14 Article – Commercial Law

15 Section 21–101(e) and (f)

16 Annotated Code of Maryland

17 (2013 Replacement Volume and 2017 Supplement)

18 BY repealing and reenacting, with amendments,

19 Article – Commercial Law

20 Section 21–104

21 Annotated Code of Maryland

22 (2013 Replacement Volume and 2017 Supplement)

23 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,  
24 That Section(s) 21–101(e) through (q), respectively, of Article – Commercial Law of the  
25 Annotated Code of Maryland be renumbered to be Section(s) 21–101(g) through (s),  
26 respectively.

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EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 SECTION 2. AND BE IT FURTHER ENACTED, That the Laws of Maryland read  
2 as follows:

3 **Article – Commercial Law**

4 21–101.

5 **(E) “CONSUMER” HAS THE MEANING STATED IN § 13–101 OF THIS ARTICLE.**

6 **(F) “CONSUMER CONTRACT” MEANS A CONTRACT FOR CONSUMER CREDIT,**  
7 **CONSUMER DEBTS, CONSUMER GOODS, CONSUMER REALTY, OR CONSUMER**  
8 **SERVICES, AS DEFINED IN § 13–101 OF THIS ARTICLE.**

9 21–104.

10 (a) This title does not require a record or signature to be created, generated, sent,  
11 communicated, received, stored, or otherwise processed or used by electronic means or in  
12 electronic form.

13 (b) (1) This title applies only to transactions between parties, each of which  
14 has agreed to conduct transactions by electronic means.

15 (2) Whether the parties have agreed to conduct a transaction by electronic  
16 means is determined from the context and surrounding circumstances, including the  
17 parties’ conduct.

18 (3) Except for a separate and optional agreement the primary purpose of  
19 which is to authorize a transaction to be conducted by electronic means, a provision to  
20 conduct a transaction electronically may not be contained in a standard form contract  
21 unless that provision is conspicuously displayed and separately consented to.

22 (4) An agreement to conduct a transaction electronically may not be  
23 inferred solely from the fact that a party has used electronic means to pay an account or  
24 register a purchase warranty.

25 **(5) A CONSUMER SHALL BE DEEMED NOT TO HAVE AGREED TO ENTER**  
26 **INTO A CONSUMER CONTRACT BY ELECTRONIC MEANS OR IN ELECTRONIC FORM**  
27 **UNLESS THE CONSUMER:**

28 **(I) HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO REVIEW**  
29 **A COPY OF THE COMPLETE CONTRACT BEFORE SIGNING THE CONTRACT; AND**

30 **(II) THE COPY OF THE COMPLETE CONTRACT IS:**

31 **1. CLEAR AND READABLE; AND**

