

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

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

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

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

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

21-105. CONSTRUCTION AND APPLICATION.

THIS TITLE MUST BE CONSTRUED AND APPLIED:

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

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

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

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

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

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

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

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

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

(A) (1) IF PARTIES HAVE AGREED TO CONDUCT A TRANSACTION BY ELECTRONIC MEANS AND A LAW REQUIRES A PERSON TO PROVIDE, SEND, OR DELIVER INFORMATION IN WRITING TO ANOTHER PERSON, THE REQUIREMENT IS