

(D) FOR PURPOSES OF THIS SECTION, A PARTY IS LOCATED AT ITS PLACE OF BUSINESS IF IT HAS ONE PLACE OF BUSINESS, AT ITS CHIEF EXECUTIVE OFFICE IF IT HAS MORE THAN ONE PLACE OF BUSINESS, OR AT ITS PLACE OF INCORPORATION OR PRIMARY REGISTRATION IF IT DOES NOT HAVE A PHYSICAL PLACE OF BUSINESS. OTHERWISE, A PARTY IS LOCATED AT ITS PRIMARY RESIDENCE.

21-110. CONTRACTUAL CHOICE OF FORUM.

(A) (1) THE PARTIES IN THEIR AGREEMENT MAY CHOOSE AN EXCLUSIVE JUDICIAL FORUM UNLESS THE CHOICE IS UNREASONABLE ~~AND~~ OR UNJUST.

(2) IN A MASS MARKET TRANSACTION, THE ENFORCEABILITY OF A CHOICE OF FORUM TERM SHALL BE DECIDED BY A MARYLAND COURT.

(B) A JUDICIAL FORUM SPECIFIED IN AN AGREEMENT IS NOT EXCLUSIVE UNLESS THE AGREEMENT EXPRESSLY SO PROVIDES.

(C) NOTWITHSTANDING THE PROVISIONS OF THIS SECTION OR A CONTRARY TERM IN AN AGREEMENT, THE PARTIES TO A COMPUTER INFORMATION TRANSACTION THAT IS FOR THE CREATION OF COMPUTER INFORMATION MAY, BY MUTUAL CONSENT, CHOOSE AN ALTERNATIVE DISPUTE RESOLUTION MECHANISM, INCLUDING MEDIATION, ARBITRATION, OR OTHER NON-JUDICIAL DISPUTE RESOLUTION PROCESS, AS THE MEANS FOR RESOLVING A DISPUTE UNDER THE AGREEMENT.

21-111. UNCONSCIONABLE CONTRACT OR TERM.

(A) IF A COURT AS A MATTER OF LAW FINDS A CONTRACT OR A TERM THEREOF TO HAVE BEEN UNCONSCIONABLE AT THE TIME IT WAS MADE, THE COURT MAY REFUSE TO ENFORCE THE CONTRACT, ENFORCE THE REMAINDER OF THE CONTRACT WITHOUT THE UNCONSCIONABLE TERM, OR LIMIT THE APPLICATION OF THE UNCONSCIONABLE TERM SO AS TO AVOID AN UNCONSCIONABLE RESULT.

(B) IF IT IS CLAIMED OR APPEARS TO THE COURT THAT A CONTRACT OR TERM THEREOF MAY BE UNCONSCIONABLE, THE PARTIES MUST BE AFFORDED A REASONABLE OPPORTUNITY TO PRESENT EVIDENCE AS TO ITS COMMERCIAL SETTING, PURPOSE, AND EFFECT TO AID THE COURT IN MAKING THE DETERMINATION.

21-112. MANIFESTING ASSENT; OPPORTUNITY TO REVIEW.

(A) A PERSON MANIFESTS ASSENT TO A RECORD OR TERM IF THE PERSON, ACTING WITH KNOWLEDGE OF, OR AFTER HAVING AN OPPORTUNITY TO REVIEW THE RECORD OR TERM OR A COPY OF IT:

(1) AUTHENTICATES THE RECORD OR TERM WITH INTENT TO ADOPT OR ACCEPT IT; OR

(2) INTENTIONALLY ENGAGES IN CONDUCT OR MAKES STATEMENTS WITH REASON TO KNOW THAT THE OTHER PARTY OR ITS ELECTRONIC AGENT MAY INFER FROM THE CONDUCT OR STATEMENT THAT THE PERSON ASSENTS TO THE RECORD OR TERM.