Uniform Electronic Transactions Act ("UETA")

Report of Law of Commerce in Cyberspace Committee Business Law Section Washington State Bar Association

November 6, 1999

This report has been approved by the Executive Committee of the Business Law Section of the Washington State Bar Association and represents the view of the Business Law Section. However, the report has not been reviewed by the Legislative Committee of the Washington State Bar Association or by the Board of Governors, and therefore does not represent an official position of the Washington State Bar Association.

A. Recommendations

The Law of Commerce in Cyberspace Committee ("Committee") is a committee of the Business Law Section of the Washington State Bar Association (the "Section"). The Committee recommends to the Executive Committee of the Section:

1. That the Executive Committee recommend against enactment of the Uniform Electronic Transactions Act (UETA) at this time. In the view of the Committee, UETA unintentionally does more to disable electronic commerce than to enable it. Accordingly, its adoption should be approached with great caution in Washington, a state that is committed to modernizing its legal structure to enable electronic commerce.

2. That a task force be formed to examine the public policy and legal issues raised by permitting electronic records and electronic signatures to substitute for written records and signatures currently required in dealings with governmental agencies. The task force should at least be composed of attorneys from governmental agencies; attorneys experienced in laws concerning governmental agencies, records and signature policies; and representatives of the "public," including business and consumer members.

This recommendation is made notwithstanding the fact that UETA has been adopted, with non-uniform amendments, in California. The California legislation undermines UETA and illustrates the significant harm that can be caused by non-uniform amendments. As to the uniform version of UETA, the Official Comments, which are not yet available, may be able to clarify and explain some of the statutory provisions. However, comments are not controlling and the problems identified in this Report are created by the express language of the statute. Accordingly, it is the Committee's belief that electronic commerce and the purposes of UETA would be better served by delaying enactment and resolving issues on a uniform basis.

B. What is UETA?

The Uniform Electronic Transactions Act (UETA) is a proposed uniform state act adopted in July, 1999 by the National Conference of Commissioners on Uniform State Laws. A copy of UETA can be obtained at [link]. UETA is intended broadly to enable electronic contracting for

numerous kinds of contracts that are not the subject of other law revision projects. Because of UETA's broad focus, it necessarily has a difficult task. The Committee acknowledges this and also supports the goal of enabling electronic commerce uniformly. As a result of its study, however, the Committee concludes that UETA contains ambiguities or creates ill-advised barriers to electronic commerce that add to the confusion that already exists under Washington law.

Once revised by NCCUSL to address the issues referenced in Part C of this Report, as well as additional issues, UETA could fulfill its purpose. The Committee supports that purpose and would undertake again to review UETA once uniform amendments are made. In the meantime, the Committee strongly recommends against enactment of the Uniform Electronic Transactions Act in Washington.

C. What problems does UETA create?

The following are primary problems with UETA identified by the Committee. While additional issues were raised, this Report focuses on selected primary issues.

1. Section 2(8) ("Electronic Signature"). According to its Notes, UETA's definition and use of "electronic signature" appears to blend the separate concepts of "signature" and other forms of consent in a manner that may inappropriately give those other forms of consent some of the special attributes reserved solely for "signatures." Many different methods of consent are already recognized in current law and should also be allowed in electronic transactions. However, equating these other forms of consent with all of the attributes that may attach to signatures may have unintended adverse consequences and is ill-advised. For example, a Washington statute may require a pharmacist's "signature" on a prescription: the signature requirements of that statute should be met with a signature (either written or electronic) but should not be satisfied by other conduct that might be sufficient to indicate adoption or consent but not have the reliability of attribution normally expected of a "signature." By way of example, many contracts can be formed by shaking hands or nodding yes, but some must, by law, be "signed." UETA appears to confuse the two concepts.

If UETA does not confuse these concepts and is only intended as a "signature" statute (i.e., not one that allows other forms of consent to be supplied electronically), then that intent should be clarified and UETA's utility judged accordingly. There are two needs in Washington law, (1) the need to enable electronic signatures and (2) the need to enable electronically the many other methods of consent that may be used to form contracts or to conduct transactions. If UETA only meets one need, that of enabling electronic signatures, it does not facilitate or meet the broader needs of electronic commerce. Under existing law, more contracts are formed by methods of consent that are not required to meet "signature" rules than are formed with "signatures;" a statute that addresses only a fraction of the consent structures for contracts and electronic commerce is of questionable utility.

2. Section 2 (16) ("Transaction"): the definition of "transaction" may create an ambiguity regarding whether consumer contracts are covered by UETA. "Transaction" is defined as relating to the "conduct of business, commercial or governmental affairs." Under Washington's usury statute, transactions primarily for "agricultural, commercial, investment, or business purposes" are not consumer transactions, at least for purposes of the usury statute. Federal consumer rules and case law tend to parallel Washington's usury statute. A member of the Committee who

attended UETA meetings reported that UETA may be intended to cover consumer transactions, but only as between a consumer and a business and not as between two consumers. The Committee believes that such a concept, if intended, will leave in legal limbo an increasing number of important transactions. Internet auction sites such as "E-bay" illustrate that consumer-to-consumer transactions are increasingly common. These and other transactions may be for commercial gain or for no monetary consideration. Regardless, their legal viability should not be left to question and UETA should clearly state whether it does or does not address business-to-consumer and consumer-to-consumer transactions and contracts.

3. Section 5(b) (agreement regarding electronic dealings). The requirement in Section 5(b) and in Section 8(a) is that parties "agree" to conduct transactions electronically. These provisions could be construed as requiring the equivalent of what is known as a "master trading agreement" in electronic data interchange transactions. Under UETA, a transaction would thus need to occur in two steps: (1) the parties must agree to conduct the transaction electronically, and (2) the parties may then conduct the transaction. This is an unnecessary burden on electronic commerce and violates the Committee's working principle that extra burdens should not be placed upon electronic commerce. Parties to a written contract do not first make an agreement to conduct a transaction in writing instead of orally, and then conduct the transaction. They simply conduct it orally or in writing and their willingness or agreement to do so is subsumed in their participation in the transaction.

4. Section 7 (satisfaction of other legal requirements). The language in Section 7 is over-broad and jeopardizes compliance with statutory requirements unrelated to UETA. The following stylistic changes (underlined) could resolve this kind of problem:

(c) If a law requires a record to be in writing, an electronic record satisfies the signature requirement of that the law.

(d) If a law requires a signature, an electronic signature satisfies the signature requirement of that law.

This drafting problem also appears in other sections of the Act.

5. Section 8(a) (retainability requirement). Section 8(a) requires that an electronic record be "capable of retention by the recipient at the time of receipt if another law required the information to be in writing. This "retainability" requirement appears to assume that every writing requirement intends that a copy of the writing be provided. This is incorrect as a legal matter and adds burdens to electronic commerce that do not exist in "paper" commerce.

The requirement could also have unintended consequences. For example, a business franchise act might require that all franchisees be shown a written copy of an important trade secret as part of the disclosures to be made in connection with executing a franchise agreement. Such a statute may require that a written copy be shown to the prospective franchisee so that it can know, and not simply be told, that the franchiser has the requisite trade secret or rights. However, such a statute does not require the franchiser to provide a retainable copy of the secret information to the applicant. UETA's blanket imposition of a retainability requirement is inappropriate in that and other instances. (As another example, the retainability standard may be inappropriate for information that is programmed to self-destruct once read, although a writing requirement mandated the initial disclosure.) This problem is repeated in Section 8(c).

The retainability requirement places more burdens on electronic commerce than on "paper" commerce. For example, under the federal Magnuson-Moss Warranty Act, a physical store selling consumer products with written warranties must have notebooks of copies of those warranties so that customers may review them before purchasing the warranted item. There is no requirement that the store purchase a photocopy machine and hire personnel to make copies so that customers may retain a copy of the various warranties.

A shopping mall vendor might offer a kiosk at which the same products could be purchased electronically -- the computer would update and replace the "notebooks" by allowing electronic access to the text of the warranties. But under UETA, the kiosk operator would also be required to purchase and maintain a printer and sufficient paper for each kiosk, and hire enough staff or service repair personnel to ensure that each customer received a copy of any or all warranties. This is not required by the Magnuson Moss Act and is not required for "paper" transactions. The economic consequences of this new requirement on businesses have not been measured, nor have the consequences on customers: it may well be that replacement of the physical notebooks with computer information would increase the amount of up-to-date information available to customers and might allow interaction with "Help" screens and other supplementary information. UETA does not take this into account and increases costs (and therefore prices) as well as the burden on electronic commerce. It may also encourages litigation, such as by customers who claim that the kiosk printer was not working when they attempted to print.

The last sentence of Section 8(a) states that an electronic record is not capable of retention if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record. A "mens rea" requirement should be added such that the requirement only captures intentional inhibitions such as disablement by a seller of an otherwise existing printing capability. The statute should not cover seller choices of software (e.g., use of one browser when the customer has another) or malfunctioning equipment or software.

6. Section 8(b) through (c)(existing restrictions). These subsections expressly apply to electronic commerce existing standards for formatting and display of an electronic record. However, they likely do more to prohibit electronic commerce than to enable it. While the Committee concurs that the substance of consumer protections should not be altered in electronic commerce, harmonizing the formatting and similar requirements of laws and regulations that assume a paper universe with the requirements of an electronic universe might better be left to the courts, rather than to freeze electronic commerce into an unsuitable form.

Compliance cannot be had with portions of Section 8. For example, subsection (b)(1) requires an electronic record to mirror posting or display requirements designed for paper commerce. Thus if a statute requires "15 point" type, the electronic equivalent must have 15 point type. According to testimony to the FTC by programmers, font in an electronic display is not so sized and is dependent on other factors such as the size of the monitor and monitor settings. While it may be possible ultimately to print a copy with 15 point type, the display may need to meet that requirement in spirit or by other methods. Electronic commerce may be better enabled by not adopting this UETA rule and by allowing a court charged with examining the policy of the 15 point requirement, to determine if the electronic display achieved equivalency even if not exact compliance. If UETA freezes commerce into molds created for non-electronic commerce, it serves no purpose.

Similarly, Section 8(d)(2) allows parties to vary by agreement a law that requires postal mailing and to communicate electronically "to the extent permitted by the other law." The reality is that "other" laws typically do not expressly permit variation by agreement because alternate delivery systems such as e-mail were not even available when those laws were written. Subsection (d) is thus ineffectual. The suggestion in the Notes that a postal mailing requirement may be met under UETA by placing a diskette with an electronic message into the postal mail, does not enable electronic commerce. It may well be that electronic notice should not be allowed under a particular statute, but to conclude in a blanket fashion, as does UETA, that electronic notice can never meet the purpose of a mailing requirement and should be legally prohibited, is not appropriate.

Subsection (c) provides that parties who agree to conduct a transaction electronically may refuse to conduct "other transactions" electronically. The Committee agrees with that principle but is concerned that the statute does not make clear when one transaction ends and an "other transaction" begins. The issue is important because UETA does not allow subsection (c) to be varied by agreement.

7. Section 8(d). UETA is not clear on whether the Act is mandatory or optional. The issue is raised by Section 8(d), which prohibits parties from varying the provisions of Section 8. If the Act is optional, Section 8 and UETA can be ignored by parties who believe it does more to inhibit than to enable electronic commerce. If UETA will apply to all electronic transactions in Washington that are within its scope, then it is mandatory and cannot be avoided. The Committee's initial conclusion is that UETA is intended to be mandatory. As such, adoption would be a detriment to the development of electronic commerce.

8. Section 9 (security procedure). A fundamental question in electronic commerce is who "clicked" on the button consenting to a transaction. Based on explanations of UETA, UETA allows this to be proved in any manner, including by showing the efficacy of a security procedure or by showing compliance with an agreement of the parties regarding attribution of the electronic act. The Committee is concerned that the latter point is not clear in the text of UETA itself: Section 9(b) references the parties' agreement, but subsection (a) does not expressly state that compliance with the agreement is a method for proving attribution. This important point should not be ambiguous.

9. Sections 17-19, Governmental Agency Provisions. Electronic transactions should be enabled for governmental agencies (to the extent not already enabled), but a task force should study the policy issues raised by UETA. As written, UETA's governmental sections may have unintended consequences. While UETA could be enacted without Sections 17-19 and still be considered "uniform" (Sections 17-19 are optional within UETA), governmental agencies might then be governed by the remaining sections of UETA. For the reasons set forth below, that is not necessarily appropriate. By the same token, it is not appropriate to add an exception to UETA denying governmental agencies the power to engage in electronic transactions. The best course of action may be to conduct the work of the task force and to obtain other uniform amendments to UETA before considering it for adoption in Washington.

The Committee recommends that at least the following issues be addressed by the task force:

· UETA tends to assume a consensual transaction or contract between two parties. Many governmental dealings with the public are neither, and different rules may be appropriate. For

example, in many government "transactions," the government simply states what the rule will be and the public must accept it in circumstances where the transaction is required or vital and there is no alternate provider. This calls for a closer review of the purpose and impact of writing and signature requirements in governmental transactions; a different rule may be appropriate for dealings between governments, because those dealings do tend to be more contractual in nature.

· It might not be appropriate to assume that all writing requirements in statutes applicable to governmental agencies can be satisfied with electronic "records," given the special, non-contractual nature of some of those requirements. For example, many "writing" requirements for governments are intended to expose decisions or the decision-making process to the public at large or to require that notices in nonconsensual transactions be provided in a certain manner. While leaving a notice that a business license has been approved or denied on an answering machine will produce an electronic "record," a policy issue is raised as to whether such a decision should be so evidenced. The need for governmental documents is also relevant: if evidence of approval of a business license is required for a permit, the business in the example would have to present the tape, as opposed to an approval certificate, to the permit grantor, yet that grantor may be a different agency or be in a different jurisdiction that will not accept anything but a written approval. Similarly, while minutes of a council meeting could be handed to a member of the public on a cassette tape, provision of other than a written transcript will require access to a tape recorder, time to listen to the entire tape (as opposed to being able to scan a writing for desired information), no hearing impairments on the part of the listener, and no defects or background noise on the tape. In a consensual or one-to-one transaction, all of the above may be appropriate; governmental dealings tend to be with the public or businesses at large, however, so examination of particular requirements for written records may be appropriate.

· The same issue exists with respect to signature requirements. RCW 35A.01.040((e)(2) of the "Optional Municipal Code" requires signature on "petitions" (such as annexation petitions) to be "executed in ink or indelible pencil." This "governmental" definition differs significantly from the definition commonly used in Washington contract law: e.g., RCW 62A.1-201(39) defines "signed" as "including any symbol executed or adopted by a party with present intention to authenticate a writing." RCW 35A.01.040 could be amended by UETA, but there may be situations in which a handwritten signature is actually intended and desired for particular reasons, and RCW 35A.01.040 is probably one such situation. Similarly, a driver's license signed with a handwritten signature is partially self-authenticating and, when used as identification, allows comparison of the signature being offered with the signature on the license. To the extent this identification function, as opposed to a consent function, is a purpose of a governmental signature requirement, it will not necessarily be met with all forms of electronic signatures.

· Sections 17-19 allow each governmental unit or a designated state officer to make decisions regarding whether and the extent to which electronic records may be created and stored and what standards will be used. Given the range of governmental units (from irrigation and weed control districts to cities, counties and the State), a bewildering welter of requirements could result if these decisions are left to each governmental unit. Permits from one unit may be required for presentation to another: varying requirements may catch a business or the public in the middle and create situations in which compliance is impossible or exceedingly costly or frustrating. Important records (e.g., birth certificates or water rights) could be lost if a governmental unit makes an inappropriate choice regarding adequate storage procedures. On the other hand,

irrigation districts and the like might not be able to meet requirements that are too extensive or expensive.

· Before conversion of governmental written records to electronic records, an examination of applicable intellectual property laws should be made; in many circumstances, parties with written records may not convert them to an electronic format without additional licenses. See e.g., Tasini v. The New York Times Co.(2d Cir., 1999). If state governmental exemptions are applicable, will they apply to all governmental units or just to the state?

· There may be constitutional questions concerning what one governmental agency or branch of government may tell another to do. For example, it is not clear whether a broad mandate to give legal effect to electronic records would apply to records requirements promulgated by the state court system. In addition, Article II, Section 37 of the Washington constitution may prohibit amendment of record and signature requirements in an act such as UETA that might not be comprehensive in and of itself, given its necessarily broad scope and dependence on other statutes. On the other hand, it is possible to understand the purpose and meaning of UETA without reference to other statutes, so whether this is actually a problem is not clear. The task force should study the issue. See e.g., State v. Thorne, 129 Wn.2d 736 (1996) and Washington Educ. Ass'n v. State, 97 Wn.2d 899 (1982). This issue applies to UETA as a whole, not just to the "governmental agency" sections.

10. Section 10 (Effect of Change or Error).

A. Subsection (1), which applies when one party does not comply with an agreement for detecting errors, should be deleted. If there is an agreement, breach of it should entitle the non-breaching party to its contract damages. Under subsection (1), the breaching party is entitled to "avoid" the effect of the changed or erroneous electronic record. It is unclear and seemingly unnecessary to introduce this ambiguity into contract law.

B. Subsection (2). This provision, which creates a defense in the case of electronic error, should only apply to consumers. While the provision could make an appropriate default rule for business transactions, subsection (4) makes it non-variable by agreement. As such, it will have significant unintended and adverse consequences on the certainty and costs of business transactions. In particular, many existing commercial electronic systems may not comply with these provisions of UETA. In other cases, businesses will want to contract for a different allocation of risk for errors brought about by compliance or non-compliance with an established security procedure.

In the first paragraph of subsection (2), the phrase "if the electronic agent did not provide an opportunity for the prevention or correction of the error should be put into the passive voice so that the error correction opportunity can come from several sources (in the passive voice, the statement would read: "if an opportunity for the prevention or correction of the error was not provided"). In some cases such as those allowed by Chapter 19.34, RCW with respect to digital signatures, the customer's (as opposed to the electronic agent's) software or other procedures may supply a prevention or correction procedure.

11. Section 11 (Notarization). Section 11 raises a policy question: should the actions affected by the section (acknowledgements, verifications and oaths) be satisfied by any electronic signature or should any of those actions be the subject of a higher level of formality such as a digital

signature of the type contemplated by Chapter 19.34, RCW (i.e., using public/private key encryption)? For example, notarized deeds add certainty to Washington's land records: should any UETA "electronic signature," including any lesser form of assent referenced in No. 1 above, suffice for a deed notarization? These kinds of records can ultimately affect the rights of third parties such as title insurance companies and subsequent buyers and sellers, as well as the parties to the deed contract. The Committee's view is that a signature (electronic or otherwise), not simply assent, should be required. In addition, many situations arise where the law currently requires a notary acknowledgement, verification or oath, such as for a deed -- thus it is unclear how much utility this section will have if UETA does not apply to the dealings with governmental agencies because any attempt to record the deed will involve such an agency.

12. Section 12 (Retention of Electronic Records; Originals). Section 12 creates several issues that are not resolved:

· The section requires "the information" to be accurately stored: is the reference just to text or to the format and other aspects of information such as the form of a trademark or deed of trust? For example: in subsection (e), laws requiring retention of checks are satisfied if "the information" on the front and back is retained in accordance with (a). It may be that this should require more than mere retention of the names of the endorsing parties on the back of the check: it may be that it should require an image of what their signatures looked like and any other information and images that would have been apparent from the original or from a microfiche typically would be relevant in, for example, forged endorsement litigation. It may be that UETA has made a policy decision regarding such issues or it may be that they have not been fully considered. Consideration is important, however.

· Subsection (a)(2) requires that the information "remains accessible for later reference." The notes suggest that this would require businesses to (1) migrate the information to new technologies as technology changes (e.g., migrate a phonorecord to 8 track, to cassette, to CD etc.) and/or to retain equipment to access such information. This could be enormously costly and is not a general requirement of current law. It may be that retention requirements should depend on the nature of the entity required to keep the record or the purpose for which the record is kept: if a business fails to produce appropriate records in litigation, it will suffer consequences of its own making (it will not be able to prove compliance); but if a government fails to produce records, such as immigration records and birth certificates, the public may, without fault, suffer and have no recourse.

· This section would need to be harmonized with Chapter 5.46, RCW, Washington's Uniform Photographic Copies of Business and Public Records as Evidence Act, or vice versa.

13. Section 15 (Time & Place of Sending and Receipt). Having no statute in Washington on the issues raised by subsection (d) of UETA would be preferable to the solutions suggested in it.

· Subsections (a) and (b) require that the recipient be "able to retrieve" a message – it should be made clear that manipulation is not allowed. For example, a recipient should not be able to prevent a sender from "sending" a message by disabling its own ability to receive it. Similarly, just as a recipient of mail is deemed to have received a notice if it is put into his post office box, the fact that the recipient is not able to retrieve the message because of construction or a stuck p.o. box door does not eliminate "receipt." So too, the fact that the recipient's computer might malfunction should not prevent receipt.

· The Committee strongly opposes subsection (d). It literally adopts a concept under which the sender or recipient is "deemed" to have sent or received an electronic message in a particular place; the Committee could not find a grounding for this concept in traditional legal principles and the concept could have significant adverse consequences. For example: a standard tenet of commercial law is that tender is made when a seller tenders an item to a shipper. Under a recent case, tender occurred in Minnesota, so the MN retailer was not subject to a California statute that required retention of certain repair shops for sales made in CA: the seller's performance was completed in MN even though the item was shipped to CA. That is standard law. However, under UETA and if an electronic transmission were involved, it appears that the seller would be "deemed" to have sent a message from California if he had offices in California, even though the electronic item was sent from a MN office or agent. If the principle were reversed, e.g., if tender were viewed as not occurring until received by the buyer, the UETA rule would still cause a distortion. A buyer normally located in Texas, but who had ordered transmission to his secondary office in Washington, would be deemed to have received it in Texas. In short, the "deemed" concept would appear to distort existing legal principles and will cause confusion and have unintended consequences. It also raises constitutional questions with respect to physical nexus standards such as those imposed in mail order sales.

· Although it is not clear, UETA appears to use the "mailbox" rule, which under existing law generally means that a contract is formed when the acceptance of an offer is dropped into the mailbox. While that rule is traditional for "paper" transactions, for several years NCCUSL committees, including the UETA committee, maintained that the mailbox rule is not appropriate for electronic transmissions. Given the more instantaneous nature of electronic communication and the greater potential for problems with transmissions, NCCUSL scholars urged that the better rule is to reverse the mailbox rule and have contract formation occur upon receipt, not sending. At its final meeting, the UETA drafting committee or the NCCUSL commissioners, apparently changed direction because UETA seems to utilize the mailbox rule. Yet the scholarship that supported reversing that rule would still seem to be correct and the current UETA rule, incorrect.

· Subsection (d) only pertains to the buyer's or seller's "place of business". It omits rules for transactions that are not between businesses, such as consumer transactions.

· The "closest relationship" test in subsection (d)(1) creates many problems and solves none. A "closest relationship" test is the equivalent of setting a legal standard that cannot be met. Assume a buyer-sole proprietor who resides in Texas, has places of business in Idaho and Montana, and contracts to download data from an airplane over Kansas; the seller is located in New York but the server used for the download is located in Washington and the billing is done from offices in California. Which state has the "closest" relationship to the transaction? UETA should simply state a rule with which it is possible for all parties to comply and which does not invade the privacy of those who engage in electronic transactions; the "closest relationship" test exacerbates the chaos of current law in the "choice-of-law" area. Ironically, Texas has enacted a statute that would nullify UETA in any case. The Texas statute is another illustration of the damage done by state-by-state non-uniform action (see Footnote 1 re California rules).

D. The Law of Cyberspace Committee and its work

A list of the Committee's general membership is attached. While all members were furnished minutes of each meeting of the Committee, not all members were able to participate in the actual review of UETA. To review UETA, the Committee invited participation by its members and these additional groups within the Washington State Bar Association: a letter inviting participation was sent to all members of the UCC Committee of the Business Law Section; invitations were sent to members of the following WSBA sections by invitation to the chairperson of each section: Consumer Protection, Antitrust & Unfair Business Practices, Corporate Law, Creditor-Debtor, International Practice Law, Intellectual Property, Real Property Probate & Trust, and Taxation Law. An invitation was also extended to members of the Law and Technology Section of the King County Bar Association by invitation to that section's chair. An invitation was also directed to and contact made with the Washington State Office of the Attorney General, and minutes of each meeting have been circulated within that office. Each of the Act's parts or sections was assigned to a Committee member(s), who reviewed the assigned provisions and prepared a report for the full Committee. To discuss the reports, the Committee held three half-day meetings beginning August 18, 1999, and minutes were taken, circulated and approved with respect to each meeting. This Report is the product of that study.

Among the guiding principles used by the Committee were the following:

1. UETA is intended to promote commerce by being the same in each state. Accordingly, the Committee's bias was for uniformity.

2. The role of the bar is to serve as an educational vehicle for the legislature and to review proposed legislation from all perspectives, including small and large parties to consumer and business transactions or contracts. Committee members endeavored to leave any client hats at the door.

3. The Committee adopted the premise that extra burdens should not be placed on electronic transactions simply because they are electronic. Absent clear justification to the contrary, "paper" and "electronic" transactions should be treated equally.

4. The Committee also assumed that UETA should not disturb or displace Washington's Electronic Authentication Act, Chapter 19.34, RCW.

The Committee members who participated in at least one or more meetings appear below.

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