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OnBase Guide - Unity Form - Requirements for E-signature

Goal: To understand Basic Requirements for Online Document Signing

Complexity Level: Departmental Administrative Users, Departmental Unity Form Developers, Functional End Users

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Basic Requirements for Online Document Signing

Contained within these Acts are several key requirements that parties signing documents online need to be aware of, including:

1. INTENT TO SIGN MUST BE CLEAR

A signature is only valid if the signer intends to sign the document and there is no possibility of forgery.

2. THE SIGNATURE MUST BE ASSOCIATED WITH THE RECORD

To meet the requirements of ESIGN and UETA, the system used to capture the electronic transaction must either:

- Keep an associated record that details how the signature was captured, or
- Make a textual or graphic statement that can be added to the signed record.

3. THERE MUST BE CLEAR CONSENT TO DO BUSINESS ELECTRONICALLY

This stipulation is mainly for Business-to-Consumer transactions, where the customer may not always be clear what they are signing and why. Between businesses, consent to do business in this way is usually established easily during standard interactions. However, ESIGN and UETA protect consumers by stipulating that electronic records can be used to deliver information to consumers only if they:

- Receive certain disclosures (UETA Consumer Consent Disclosures);
- Have affirmatively consented to use electronic records for the transaction; and
- Have not withdrawn their consent.

4. THERE MUST BE ACCESS TO RECORDS

These Acts also state that electronically-signed documents are only valid if they are capable of being retained and are available for later reference by all parties involved in the contract.

5. NO TAMPERING OF DOCUMENTS

If a document has been tampered with in any way before it is signed it may be rendered invalid. Therefore checks and measures must be introduced to ensure that both parties are signing an original, in-tact document.

DISCLOSURE AND CONSENT AGREEMENT

ELECTRONIC SIGNATURE (E-SIGN) AND UNIFORM ELECTRONIC TRANSACTIONS ACT (UETA) DISCLOSURE AND CONSENT AGREEMENT (“E DISCLOSURE AND CONSENT”)

This E Disclosure and Consent is provided in compliance with the Electronic Signatures in Global and National Commerce Act, 15 USC §7001, et seq. (“E-SIGN Act”) and the Uniform Electronic Transactions Act, as adopted by the various States. Capitalized terms used in this E Disclosure and Consent have the meaning set forth in the Agreement or Terms and Conditions to which this E Disclosure and Consent is attached, except the words “You” and “Your” refer to the particular Person entering into or agreeing to the Agreement or Terms and Conditions.

This disclosure relates to the Website including, without limitation, electronic fund transfers, the use of electronic signatures and the use and storage of “electronic records” as defined in the E-SIGN Act. This policy describes how CU delivers communications to You electronically. CU may amend this policy at any time by posting a revised version on the Website. The revised version will be effective when posted by CU. If the revised version includes a substantial change, CU will provide You with thirty (30) days’ prior notice by posting a notice of the change on the Website.

Electronic Delivery of Communications

By entering into and accepting the Agreement or Terms and Conditions to which this E Disclosure and Consent is attached You agree and consent to receive electronically all communications, agreements, notices, documents and disclosures relating to the Agreement or Terms and Conditions and Your use of the Website (collectively, “Communications”). Communications include agreements and policies You agree to (for example, and not by way of limitation, the Agreement, including the Privacy Policy), including updates to these agreements or policies; annual disclosures; transaction receipts or confirmations; statements and transaction history; and any other transaction information or other information related to the Agreement or the Website.

CU will provide Communications to You by posting them on the Website and/or by emailing them to You at the primary email address designated by You.

How to Withdraw Your Consent

You have the right to withdraw Your consent at any time. To withdraw consent, You may send a written request (a) by regular mail to CU, (b) by email to admin@CU.com, or (c) through the Website. If consent is withdrawn, CU reserves the right to discontinue Your access to the Website, terminate any and all agreements with You, and/or charge You additional fees for paper copies.

Requesting Paper Copies of Electronic Communications

If, after You consent to receive Communications electronically, You would like a paper copy of a Communication CU previously sent You, You may request a copy within one hundred eighty (180) days of the date CU provided the Communication to



You by contacting CU as described above. CU will send Your paper copy to You by U.S. mail. In order for CU to send paper copies to You, You must have a current street address on file with CU as Your primary mailing address. If You request paper copies, You understand and agree that CU may charge You a Paper Communications Fee for each Communication at the current rate.

Updating Your Contact Information

You are responsible for keeping Your primary email address on file with CU up to date so that CU can communicate with You electronically. You understand and agree that if CU sends You an electronic Communication but You do not receive it because Your primary email address on file is incorrect, out of date, blocked by Your Internet service provider, or You are otherwise unable to receive electronic Communications, CU still will be deemed to have provided the Communication to You.

If You use a spam filter or other technology that blocks or re-routes emails from senders not listed in Your email address book, You must add CU to Your email address book so that You will be able to receive the Communications CU sends to You.

You can update Your primary email address or street address at any time by sending the updated information to CU (a) by regular mail to, (b) by email to admin@CU.com, or (c) through the Website. If Your email address becomes invalid such that electronic Communications sent to You by CU are returned, CU reserves the right to discontinue Your access to the Website, terminate any and all agreements with You, and/or deem any and all of Your accounts with CU as “inactive”.

