

1 AMENDMENT TO HOUSE BILL 1075

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 1075, AS AMENDED,  
3 by replacing everything after the enacting clause with the  
4 following:

5 "Section 5. The Electronic Commerce Security Act is  
6 amended by changing Section 10-105 and adding Sections 5-106,  
7 5-107, 5-108, 5-109, 5-111, 5-112, 5-113, 5-114, 5-116,  
8 5-117, 5-118, 5-119, 5-121, and 5-122 as follows:

9 (5 ILCS 175/5-105)

10 Sec. 5-105. Definitions.

11 "Agreement" means the bargain of the parties in fact, as  
12 found in their language or inferred from other circumstances  
13 and from rules, regulations, and procedures given the effect  
14 of agreements under laws otherwise applicable to a particular  
15 transaction.

16 "Asymmetric cryptosystem" means a computer-based system  
17 capable of generating and using a key pair consisting of a  
18 private key for creating a digital signature and a public key  
19 to verify the digital signature.

20 "Automated transaction" means a transaction conducted or  
21 performed, in whole or in part, by electronic means or  
22 electronic records, in which the acts or records of one or

1 both parties are not reviewed by an individual in the  
2 ordinary course in forming a contract, performing under an  
3 existing contract, or fulfilling an obligation required by  
4 the transaction.

5 "Certificate" means a record that at a minimum: (a)  
6 identifies the certification authority issuing it; (b) names  
7 or otherwise identifies its subscriber or a device or  
8 electronic agent under the control of the subscriber; (c)  
9 contains a public key that corresponds to a private key under  
10 the control of the subscriber; (d) specifies its operational  
11 period; and (e) is digitally signed by the certification  
12 authority issuing it.

13 "Certification authority" means a person who authorizes  
14 and causes the issuance of a certificate.

15 "Certification practice statement" is a statement  
16 published by a certification authority that specifies the  
17 policies or practices that the certification authority  
18 employs in issuing, managing, suspending, and revoking  
19 certificates and providing access to them.

20 "Computer program" means a set of statements or  
21 instructions to be used directly or indirectly in an  
22 information processing system in order to bring about a  
23 certain result.

24 "Contract" means the total legal obligation resulting  
25 from the parties' agreement as affected by this Act and other  
26 applicable law.

27 "Correspond", with reference to keys, means to belong to  
28 the same key pair.

29 "Digital signature" means a type of electronic signature  
30 created by transforming an electronic record using a message  
31 digest function and encrypting the resulting transformation  
32 with an asymmetric cryptosystem using the signer's private  
33 key such that any person having the initial untransformed  
34 electronic record, the encrypted transformation, and the

1 signer's corresponding public key can accurately determine  
2 whether the transformation was created using the private key  
3 that corresponds to the signer's public key and whether the  
4 initial electronic record has been altered since the  
5 transformation was made. A digital signature is a security  
6 procedure.

7 "Electronic" means relating to technology having includes  
8 electrical, digital, magnetic, wireless, optical,  
9 electromagnetic, or similar any-ether-form-of-technology-that  
10 entails capabilities similar-to-these-technologies.

11 "Electronic agent" means a computer program or an  
12 electronic or other automated means used independently to  
13 initiate an action or respond to electronic records or  
14 performances in whole or in part, without review or action by  
15 an individual.

16 "Electronic record" means a record created, generated,  
17 sent, communicated, received, or stored by electronic means  
18 for-use-in-an-information-system-or-for-transmission-from-one  
19 information-system-to-another.

20 "Electronic signature" means an electronic sound, symbol,  
21 or process a--signature--in--electronic-form attached to or  
22 logically associated with a an-electronic record and executed  
23 or adopted by a person with intent to sign the record.

24 "Information" includes data, text, images, sound, codes,  
25 computer programs, software, databases, and the like.

26 "Information processing system" means an electronic  
27 system for creating, generating, sending, receiving, storing,  
28 displaying, or processing information.

29 "Key pair" means, in an asymmetric cryptosystem, 2  
30 mathematically related keys, referred to as a private key and  
31 a public key, having the properties that (i) one key (the  
32 private key) can encrypt a message that only the other key  
33 (the public key) can decrypt, and (ii) even knowing one key  
34 (the public key), it is computationally unfeasible to

1 discover the other key (the private key).

2 "Message digest function" means an algorithm that maps or  
3 translates the sequence of bits comprising an electronic  
4 record into another, generally smaller, set of bits (the  
5 message digest) without requiring the use of any secret  
6 information such as a key, such that an electronic record  
7 yields the same message digest every time the algorithm is  
8 executed using such record as input and it is computationally  
9 unfeasible that any 2 electronic records can be found or  
10 deliberately generated that would produce the same message  
11 digest using the algorithm unless the 2 records are precisely  
12 identical.

13 "Operational period of a certificate" begins on the date  
14 and time the certificate is issued by a certification  
15 authority (or on a later date and time certain if stated in  
16 the certificate) and ends on the date and time it expires as  
17 noted in the certificate or is earlier revoked, but does not  
18 include any period during which a certificate is suspended.

19 "Person" means an individual, corporation, business  
20 trust, estate, trust, partnership, limited partnership,  
21 limited liability partnership, limited liability company,  
22 association, joint venture, government, governmental  
23 subdivision, agency, or instrumentality, or any other legal  
24 or commercial entity.

25 "Private key" means the key of a key pair used to create  
26 a digital signature.

27 "Public key" means the key of a key pair used to verify a  
28 digital signature.

29 "Record" means information that is inscribed, stored, or  
30 otherwise fixed on a tangible medium or that is stored in an  
31 electronic or other medium and is retrievable in perceivable  
32 form.

33 "Repository" means a system for storing and retrieving  
34 certificates or other information relevant to certificates,

1 including information relating to the status of a  
2 certificate.

3 "Revoke a certificate" means to permanently end the  
4 operational period of a certificate from a specified time  
5 forward.

6 "Rule of law" means any statute, ordinance, common law  
7 rule, court decision, or other rule of law enacted,  
8 established or promulgated by the State of Illinois, or any  
9 agency, commission, department, court, other authority or  
10 political subdivision of the State of Illinois.

11 "Security procedure" means a ~~methodology~~ procedure  
12 employed used for the purpose of (1) verifying that an  
13 electronic signature, record, or performance is that of a  
14 specific person or for (2) detecting changes or errors ~~error~~  
15 ~~or-alteration~~ in the information in ~~communication,~~ ~~content,~~  
16 ~~or-storage-of~~ an electronic record ~~since-a-specific-point-in~~  
17 ~~time.~~ The term includes a security procedure that requires  
18 ~~may-require~~ the use of algorithms or other codes, identifying  
19 words or numbers, encryption, or callback ~~answer-back~~ or  
20 other acknowledgment procedures, ~~or-similar-security-devices.~~

21 "Signature device" means unique information, such as  
22 codes, algorithms, letters, numbers, private keys, or  
23 personal identification numbers (PINs), or a uniquely  
24 configured physical device, that is required, alone or in  
25 conjunction with other information or devices, in order to  
26 create an electronic signature attributable to a specific  
27 person.

28 "Signed" or "signature" includes any symbol executed or  
29 adopted, or any security procedure employed or adopted, using  
30 electronic means or otherwise, by or on behalf of a person  
31 with intent to authenticate a record.

32 "State" means a State of the United States, the District  
33 of Columbia, Puerto Rico, the United States Virgin Islands,  
34 or any territory or insular possession subject to the

1 jurisdiction of the United States. The term includes an  
2 Indian tribe or band, or Alaskan native village, which is  
3 recognized by federal law or formally acknowledged by a  
4 State.

5 "State agency" means and includes all officers, boards,  
6 commissions, courts, and agencies created by the Illinois  
7 Constitution, whether in the executive, legislative or  
8 judicial branch, all officers, departments, boards,  
9 commissions, agencies, institutions, authorities,  
10 universities, bodies politic and corporate of the State; and  
11 administrative units or corporate outgrowths of the State  
12 government which are created by or pursuant to statute, other  
13 than units of local government and their officers, school  
14 districts and boards of election commissioners; all  
15 administrative units and corporate outgrowths of the above  
16 and as may be created by executive order of the Governor.

17 "Subscriber" means a person who is the subject named or  
18 otherwise identified in a certificate, who controls a private  
19 key that corresponds to the public key listed in that  
20 certificate, and who is the person to whom digitally signed  
21 messages verified by reference to such certificate are to be  
22 attributed.

23 "Suspend a certificate" means to temporarily suspend the  
24 operational period of a certificate for a specified time  
25 period or from a specified time forward.

26 "Transaction" means an action or set of actions occurring  
27 between two or more persons relating to the conduct of  
28 business, commercial, or governmental affairs.

29 "Trustworthy manner" means through the use of computer  
30 hardware, software, and procedures that, in the context in  
31 which they are used: (a) can be shown to be reasonably  
32 resistant to penetration, compromise, and misuse; (b) provide  
33 a reasonable level of reliability and correct operation; (c)  
34 are reasonably suited to performing their intended functions

1 or serving their intended purposes; (d) comply with  
2 applicable agreements between the parties, if any; and (e)  
3 adhere to generally accepted security procedures.

4 "Valid certificate" means a certificate that a  
5 certification authority has issued and that the subscriber  
6 listed in the certificate has accepted.

7 "Verify a digital signature" means to use the public key  
8 listed in a valid certificate, along with the appropriate  
9 message digest function and asymmetric cryptosystem, to  
10 evaluate a digitally signed electronic record, such that the  
11 result of the process concludes that the digital signature  
12 was created using the private key corresponding to the public  
13 key listed in the certificate and the electronic record has  
14 not been altered since its digital signature was created.

15 (Source: P.A. 90-759, eff. 7-1-99.)

16 (5 ILCS 175/5-106 new)

17 Sec. 5-106. Scope.

18 (a) Except as otherwise provided in subsection (b), this  
19 Act applies to electronic records and electronic signatures  
20 relating to a transaction.

21 (b) This Act does not apply to a transaction to the  
22 extent it is governed by:

23 (1) a law governing the creation and execution of  
24 wills, codicils, or testamentary trusts;

25 (2) the Uniform Commercial Code other than Sections  
26 1-107 and 1-206, Article 2, and Article 2A;

27 (3) Section 3 of the Rental Property Utility  
28 Service Act, subsection (a) of Section 8-202 of the  
29 Public Utilities Act, or any other requirement in  
30 Illinois law that notice of termination of utility  
31 services (including water, heat, and power) to tenants or  
32 individual customers be in writing;

33 (4) Section 15-1503 of the Code of Civil Procedure

1 or any other statutory requirement that notice of  
2 default, acceleration, repossession, foreclosure,  
3 eviction, or the right to cure under a credit agreement  
4 secured by, or a rental agreement for, a primary  
5 residence of an individual be in writing;

6 (5) any requirement in Illinois law that notice of  
7 cancellation or termination of health care insurance or  
8 benefits, or death or life insurance benefits (excluding  
9 annuities) under a program of insurance or coverage to an  
10 enrollee, patient, or individual insurance customer be in  
11 writing;

12 (6) any requirement in Illinois law that any notice  
13 of recall of a product be provided to a consumer in  
14 writing; and

15 (7) Section 6 of the Lead Poisoning Prevention Act,  
16 Sections 4 and 18 of the Illinois Pesticide Act, Section  
17 9 of the Illinois Low-Level Radioactive Waste Management  
18 Act, Section 2-11 and subsection A of Section 2-15 of the  
19 Uniform Hazardous Substances Act of Illinois, and  
20 subsection (a) of Section 8 of the Toxic Substances  
21 Disclosure to Employees Act, or any other requirement in  
22 Illinois law that hazardous materials, pesticides, or  
23 other toxic substances be labeled for transport or  
24 handling.

25 (c) This Act applies to an electronic record or  
26 electronic signature otherwise excluded from the application  
27 of this Act under subsection (b) to the extent it is governed  
28 by a law other than those specified in subsection (b).

29 (d) A transaction subject to this Act is also subject to  
30 other applicable substantive law.

31 (e) No provision in this Act modifies, limits, or  
32 supersedes Section 101(c) of the Electronic Signatures in  
33 Global and National Commerce Act.



1 (5 ILCS 175/5-107 new)

2 Sec. 5-107. Prospective application. The changes made  
3 by the amendatory Act of the 92nd General Assembly applies to  
4 any electronic record or electronic signature created,  
5 generated, sent, communicated, received, or stored on or  
6 after the effective date of this Act.

7 (5 ILCS 175/5-108 new)

8 Sec. 5-108. Use of electronic records and electronic  
9 signatures; variation by agreement.

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

14 (b) This Act applies only to transactions between  
15 parties each of which has agreed to conduct transactions by  
16 electronic means. Whether the parties agree to conduct a  
17 transaction by electronic means is determined from the  
18 context and surrounding circumstances, including the parties'  
19 conduct.

20 (c) A party that agrees to conduct a transaction by  
21 electronic means may refuse to conduct other transactions by  
22 electronic means. The right granted by this subsection may  
23 not be waived by agreement.

24 (d) Except as otherwise provided in this Act, the effect  
25 of any of its provisions may be varied by agreement. The  
26 presence in certain provisions of this Act of the words  
27 "unless otherwise agreed", or words of similar import, does  
28 not imply that the effect of other provisions may not be  
29 varied by agreement.

30 (e) Whether an electronic record or electronic signature  
31 has legal consequences is determined by this Act and other  
32 applicable law.

1 (5 ILCS 175/5-109 new)

2 Sec. 5-109. Construction and application. This Act must  
3 be construed and applied:

4 (1) to facilitate electronic transactions consistent with  
5 other applicable law;

6 (2) to be consistent with reasonable practices concerning  
7 electronic transactions and with the continued expansion of  
8 those practices; and

9 (3) to effectuate its general purpose to make uniform the  
10 law with respect to the subject of this Act among States  
11 enacting it.

12 (5 ILCS 175/5-111 new)

13 Sec. 5-111. Legal recognition of electronic records,  
14 electronic signatures, and electronic contracts.

15 (a) A record or signature may not be denied legal effect  
16 or enforceability solely because it is in electronic form.

17 (b) A contract may not be denied legal effect or  
18 enforceability solely because an electronic record was used  
19 in its formation.

20 (c) If a law requires a record to be in writing, an  
21 electronic record satisfies the law.

22 (d) If a law requires a signature, an electronic  
23 signature satisfies the law.

24 (5 ILCS 175/5-112 new)

25 Sec. 5-112. Provision of information in writing;  
26 presentation of records.

27 (a) If parties have agreed to conduct a transaction by  
28 electronic means and a law requires a person to provide,  
29 send, or deliver information in writing to another person,  
30 the requirement is satisfied if the information is provided,  
31 sent, or delivered, as the case may be, in an electronic  
32 record capable of retention by the recipient at the time of

1 receipt. An electronic record is not capable of retention by  
2 the recipient if the sender or its information processing  
3 system inhibits the ability of the recipient to print or  
4 store the electronic record.

5 (b) If a law other than this Act requires a record (i)  
6 to be posted or displayed in a certain manner, (ii) to be  
7 sent, communicated, or transmitted by a specified method, or  
8 (iii) to contain information that is formatted in a certain  
9 manner, the following rules apply:

10 (1) The record must be posted or displayed in the  
11 manner specified in the other law.

12 (2) Except as otherwise provided in subsection  
13 (d)(2), the record must be sent, communicated, or  
14 transmitted by the method specified in the other law.

15 (3) The record must contain the information  
16 formatted in the manner specified in the other law.

17 (c) If a sender inhibits the ability of a recipient to  
18 store or print an electronic record, the electronic record is  
19 not enforceable against the recipient.

20 (d) The requirements of this Section may not be varied  
21 by agreement, but:

22 (1) to the extent a law other than this Act requires  
23 information to be provided, sent, or delivered in writing  
24 but permits that requirement to be varied by agreement,  
25 the requirement under subsection (a) that the information  
26 be in the form of an electronic record capable of  
27 retention may also be varied by agreement; and

28 (2) a requirement under a law other than this Act to  
29 send, communicate, or transmit a record by regular United  
30 States mail, may be varied by agreement to the extent  
31 permitted by the other law.

32 (5 ILCS 175/5-113 new)

33 Sec. 5-113. Attribution and effect of electronic record

1 and electronic signature.

2 (a) An electronic record or electronic signature is  
3 attributable to a person if it was the act of the person.  
4 The act of the person may be shown in any manner, including a  
5 showing of the efficacy of any security procedure applied to  
6 determine the person to which the electronic record or  
7 electronic signature was attributable.

8 (b) The effect of an electronic record or electronic  
9 signature attributed to a person under subsection (a) is  
10 determined from the context and surrounding circumstances at  
11 the time of its creation, execution, or adoption, including  
12 the parties' agreement, if any, and otherwise as provided by  
13 law.

14 (5 ILCS 175/5-114 new)

15 Sec. 5-114. Effect of change or error. If a change or  
16 error in an electronic record occurs in a transmission  
17 between parties to a transaction, the following rules apply:

18 (1) If the parties have agreed to use a security  
19 procedure to detect changes or errors and one party has  
20 conformed to the procedure, but the other party has not, and  
21 the nonconforming party would have detected the change or  
22 error had that party also conformed, the conforming party may  
23 avoid the effect of the changed or erroneous electronic  
24 record.

25 (2) In an automated transaction involving an individual,  
26 the individual may avoid the effect of an electronic record  
27 that resulted from an error made by the individual in dealing  
28 with the electronic agent of another person if the electronic  
29 agent did not provide an opportunity for the prevention or  
30 correction of the error and, at the time the individual  
31 learns of the error, the individual:

32 (A) promptly notifies the other person of the error  
33 and that the individual did not intend to be bound by

1 the electronic record received by the other person;

2 (B) takes reasonable steps, including steps that  
3 conform to the other person's reasonable instructions, to  
4 return to the other person or, if instructed by the other  
5 person, to destroy the consideration received, if any, as  
6 a result of the erroneous electronic record; and

7 (C) has not used or received any benefit or value  
8 from the consideration, if any, received from the other  
9 person.

10 (3) If neither paragraph (1) nor paragraph (2) applies,  
11 the change or error has the effect provided by other law,  
12 including the law of mistake, and the parties' contract, if  
13 any.

14 (4) Paragraphs (2) and (3) may not be varied by  
15 agreement.

16 (5 ILCS 175/5-116 new)

17 Sec. 5-116. Notarization and acknowledgment. If a law  
18 requires a signature or record to be notarized, acknowledged,  
19 verified, or made under oath, the requirement is satisfied if  
20 the electronic signature of the person authorized to perform  
21 those acts, together with all other information required to  
22 be included by other applicable law, is attached to or  
23 logically associated with the signature or record.

24 (5 ILCS 175/5-117 new)

25 Sec. 5-117. Retention of electronic records; originals.

26 (a) If a law requires that a record be retained, the  
27 requirement is satisfied by retaining an electronic record of  
28 the information in the record which:

29 (1) accurately reflects the information set forth in  
30 the record after it was first generated in its final form  
31 as an electronic record or otherwise; and

32 (2) remains accessible for later reference.

1       (b) A requirement to retain a record in accordance with  
2 subsection (a) does not apply to any information the sole  
3 purpose of which is to enable the record to be sent,  
4 communicated, or received.

5       (c) A person may satisfy subsection (a) by using the  
6 services of another person if the requirements of that  
7 subsection are satisfied.

8       (d) If a law requires a record to be presented or  
9 retained in its original form, or provides consequences if  
10 the record is not presented or retained in its original form,  
11 that law is satisfied by an electronic record retained in  
12 accordance with subsection (a).

13       (e) If a law requires retention of a check, that  
14 requirement is satisfied by retention of an electronic record  
15 of the information on the front and back of the check in  
16 accordance with subsection (a).

17       (f) A record retained as an electronic record in  
18 accordance with subsection (a) satisfies a law requiring a  
19 person to retain a record for evidentiary, audit, or like  
20 purposes, unless a law enacted after the effective date of  
21 this Act specifically prohibits the use of an electronic  
22 record for the specified purpose.

23       (g) This Section does not preclude a governmental agency  
24 of this State from specifying additional requirements for the  
25 retention of a record subject to the agency's jurisdiction.

26       (5 ILCS 175/5-118 new)

27       Sec. 5-118. Admissibility in evidence. In a proceeding,  
28 evidence of a record or signature may not be excluded solely  
29 because it is in electronic form.

30       (5 ILCS 175/5-119 new)

31       Sec. 5-119. Automated transaction. In an automated  
32 transaction, the following rules apply:

1       (1) A contract may be formed by the interaction of  
 2 electronic agents of the parties, even if no individual was  
 3 aware of or reviewed the electronic agents' actions or the  
 4 resulting terms and agreements.

5       (2) A contract may be formed by the interaction of an  
 6 electronic agent and an individual, acting on the  
 7 individual's own behalf or for another person, including by  
 8 an interaction in which the individual performs actions that  
 9 the individual is free to refuse to perform and which the  
 10 individual knows or has reason to know will cause the  
 11 electronic agent to complete the transaction or performance.

12       (3) The terms of the contract are determined by the  
 13 substantive law applicable to it.

14       (5 ILCS 175/5-121 new)

15       Sec. 5-121. Time and place of sending and receipt.

16       (a) Unless otherwise agreed between the sender and the  
 17 recipient, an electronic record is sent when it:

18           (1) is addressed properly or otherwise directed  
 19 properly to an information processing system that the  
 20 recipient has designated or uses for the purpose of  
 21 receiving electronic records or information of the type  
 22 sent and from which the recipient is able to retrieve the  
 23 electronic record;

24           (2) is in a form capable of being processed by that  
 25 system; and

26           (3) enters an information processing system outside  
 27 the control of the sender or of a person that sent the  
 28 electronic record on behalf of the sender or enters a  
 29 region of the information processing system designated or  
 30 used by the recipient which is under the control of the  
 31 recipient.

32       (b) Unless otherwise agreed between a sender and the  
 33 recipient, an electronic record is received when:

1           (1) it enters an information processing system that  
2           the recipient has designated or uses for the purpose of  
3           receiving electronic records or information of the type  
4           sent and from which the recipient is able to retrieve the  
5           electronic record; and

6           (2) it is in a form capable of being processed by  
7           that system.

8           (c) Subsection (b) applies even if the place the  
9           information processing system is located is different from  
10           the place the electronic record is deemed to be received  
11           under subsection (d).

12           (d) Unless otherwise expressly provided in the  
13           electronic record or agreed between the sender and the  
14           recipient, an electronic record is deemed to be sent from the  
15           sender's place of business and to be received at the  
16           recipient's place of business. For purposes of this  
17           subsection, the following rules apply:

18           (1) If the sender or recipient has more than one  
19           place of business, the place of business of that person  
20           is the place having the closest relationship to the  
21           underlying transaction.

22           (2) If the sender or the recipient does not have a  
23           place of business, the place of business is the sender's  
24           or recipient's residence, as the case may be.

25           (e) An electronic record is received under subsection  
26           (b) even if no individual is aware of its receipt.

27           (f) Receipt of an electronic acknowledgment from an  
28           information processing system described in subsection (b)  
29           establishes that a record was received but, by itself, does  
30           not establish that the content sent corresponds to the  
31           content received.

32           (g) If a person is aware that an electronic record  
33           purportedly sent under subsection (a), or purportedly  
34           received under subsection (b), was not actually sent or



1 received, the legal effect of the sending or receipt is  
 2 determined by other applicable law. Except to the extent  
 3 permitted by the other law, the requirements of this  
 4 subsection may not be varied by agreement.

5 (5 ILCS 175/5-122 new)

6 Sec. 5-122. Transferable records.

7 (a) In this Section, "transferable record" means an  
 8 electronic record that:

9 (1) would be a note under Article 3 of the Uniform  
 10 Commercial Code or a document under Article 7 of the  
 11 Uniform Commercial Code if the electronic record were in  
 12 writing; and

13 (2) the issuer of the electronic record expressly  
 14 has agreed is a transferable record.

15 (b) A person has control of a transferable record if a  
 16 system employed for evidencing the transfer of interests in  
 17 the transferable record reliably establishes that person as  
 18 the person to which the transferable record was issued or  
 19 transferred.

20 (c) A system satisfies subsection (b), and a person is  
 21 deemed to have control of a transferable record, if the  
 22 transferable record is created, stored, and assigned in such  
 23 a manner that:

24 (1) a single authoritative copy of the transferable  
 25 record exists which is unique, identifiable, and, except  
 26 as otherwise provided in paragraphs (4), (5), and (6),  
 27 unalterable;

28 (2) the authoritative copy identifies the person  
 29 asserting control as:

30 (A) the person to which the transferable record  
 31 was issued; or

32 (B) if the authoritative copy indicates that  
 33 the transferable record has been transferred, the

1 person to which the transferable record was most  
2 recently transferred;

3 (3) the authoritative copy is communicated to and  
4 maintained by the person asserting control or its  
5 designated custodian;

6 (4) copies or revisions that add or change an  
7 identified assignee of the authoritative copy can be made  
8 only with the consent of the person asserting control;

9 (5) each copy of the authoritative copy and any copy  
10 of a copy is readily identifiable as a copy that is not  
11 the authoritative copy; and

12 (6) any revision of the authoritative copy is  
13 readily identifiable as authorized or unauthorized.

14 (d) Except as otherwise agreed, a person having control  
15 of a transferable record is the holder, as defined in Section  
16 1-201(20) of the Uniform Commercial Code, of the transferable  
17 record and has the same rights and defenses as a holder of an  
18 equivalent record or writing under the Uniform Commercial  
19 Code, including, if the applicable statutory requirements  
20 under Section 3-302(a), 7-501, or 9-308 of the Uniform  
21 Commercial Code are satisfied, the rights and defenses of a  
22 holder in due course, a holder to which a negotiable document  
23 of title has been duly negotiated, or a purchaser,  
24 respectively. Delivery, possession, and indorsement are not  
25 required to obtain or exercise any of the rights under this  
26 subsection.

27 (e) Except as otherwise agreed, an obligor under a  
28 transferable record has the same rights and defenses as an  
29 equivalent obligor under equivalent records or writings under  
30 the Uniform Commercial Code.

31 (f) If requested by a person against which enforcement  
32 is sought, the person seeking to enforce the transferable  
33 record shall provide reasonable proof that the person is in  
34 control of the transferable record. Proof may include access

1 to the authoritative copy of the transferable record and  
2 related business records sufficient to review the terms of  
3 the transferable record and to establish the identity of the  
4 person having control of the transferable record.

5 (5 ILCS 175/5-110 rep.)

6 (5 ILCS 175/5-115 rep.)

7 (5 ILCS 175/5-120 rep.)

8 (5 ILCS 175/5-125 rep.)

9 (5 ILCS 175/5-130 rep.)

10 (5 ILCS 175/5-135 rep.)

11 (5 ILCS 175/5-140 rep.)

12 Section 10. The Electronic Commerce Security Act is  
13 amended by repealing Sections 5-110, 5-115, 5-120, 5-125,  
14 5-130, 5-135, and 5-140."