

**§ 370.35**

in accordance with this part, the financial institution is liable to us for the loss, but not beyond the amount of the debit entry. In no instance does our liability extend beyond the amount of the debit entry.

**Subpart D—Electronic Submission of Transaction Requests Through the Bureau of the Public Debt**

**§ 370.35 Does the Bureau of the Public Debt accept all electronically signed transaction requests?**

An electronic signature will not be accepted if it has not been accomplished through a method that has been approved for specific purposes by us.

**§ 370.36 When does a transaction request become effective?**

Except for auction bids of U.S. securities or unless otherwise agreed, a transaction request becomes effective at the moment we send a confirmation message. In no instance does a transaction request become effective before we actually receive the request.

**§ 370.37 Where is the point of transaction for an electronically submitted transaction request?**

For jurisdiction and venue purposes, the point of transaction for a transaction request handled pursuant to this subpart is Parkersburg, West Virginia, regardless of from where the transaction request is transmitted or where the transaction request is actually processed.

**§ 370.38 What is the legal effect of an electronic signature?**

An electronic signature and any electronic message to which it is affixed or attached may not be denied legal effect, including legal effect as a signature, a writing, or an original, solely because the signature or record is in electronic form.

**§ 370.39 To what extent is a digital signature admissible in any civil litigation or dispute?**

In asserting a digital signature against you in any civil litigation or dispute, extrinsic evidence of authen-

**31 CFR Ch. II (7–1–01 Edition)**

ticity as a condition precedent of admissibility (such as testimony about the scientific validity of digital signatures) is not necessary to establish:

(a) That a digital signature corresponds to a specific public key pair, and;

(b) That an electronic message to which the digital signature is affixed has not been altered from its original form.

**§ 370.40 Can I be held accountable if my negligence contributes to a forged signature?**

(a) *General.* If your failure to exercise ordinary care substantially contributes to the submission of a forged signature, then you cannot claim that the signature is a forgery. However, we cannot invoke this section against you if we cannot first establish that we were reasonable in relying upon the signature. If we can do so, you bear the burden of production and the burden of persuasion in establishing your exercise of ordinary care. If you cannot do so, then you cannot claim that the signature is a forgery.

(b) *Exception.* This section has no application in any dispute involving a debit authorization or credit card transaction.

**§ 370.41 What limitations exist on liability?**

In no instance does our liability extend beyond the amount of the transaction.

**Subpart E—Additional Provisions**

**§ 370.45 What is the status of a security if the remittance cannot be collected?**

If we cannot promptly collect all of the remittance for a security, we may in our discretion cancel the security unless it has been legally transferred for value to a third person who had no knowledge of the improper debit entry at the time of the transfer.

**§ 370.46 Are there any situations in which the Bureau of the Public Debt may waive these regulations?**

We reserve the right, in our discretion, to waive any provision of these regulations in any case or class of