

HB1239\_L.001

HOUSE COMMITTEE OF REFERENCE AMENDMENT

Committee on Business Affairs & Labor.

HB21-1239 be amended as follows:

1 Amend printed bill, strike everything below the enacting clause and  
2 substitute:

3           **"SECTION 1.** In Colorado Revised Statutes, **add** 6-1-731 and  
4 6-1-732 as follows:

5           **6-1-731. Contracts for dating services and online dating**  
6 **services - right of cancellation - remedy for violations - required**  
7 **notice regarding fraud bans - definitions.** (1) AS USED IN THIS SECTION,  
8 UNLESS THE CONTEXT OTHERWISE REQUIRES:

9           (a) "BANNED MEMBER" MEANS A MEMBER WHOSE ACCOUNT OR  
10 PROFILE IS THE SUBJECT OF A FRAUD BAN.

11           (b) "BUYER" MEANS AN INDIVIDUAL WHO PURCHASES SERVICES  
12 FROM A DATING SERVICE.

13           (c) (I) "DATING SERVICE" MEANS ANY PERSON THAT OFFERS  
14 DATING, MATRIMONIAL, OR SOCIAL REFERRAL SERVICES BY ANY OF THE  
15 FOLLOWING MEANS:

16           (A) AN EXCHANGE OF NAMES, TELEPHONE NUMBERS, ADDRESSES,  
17 AND STATISTICS;

18           (B) A PHOTOGRAPH OR VIDEO SELECTION PROCESS;

19           (C) PERSONAL INTRODUCTIONS PROVIDED BY THE PERSON AT ITS  
20 PLACE OF BUSINESS; OR

21           (D) A SOCIAL ENVIRONMENT PROVIDED BY THE PERSON INTENDED  
22 PRIMARILY AS AN ALTERNATIVE TO OTHER SINGLES' BARS OR CLUB-TYPE  
23 ENVIRONMENTS.

24           (II) "DATING SERVICE" INCLUDES AN ONLINE DATING SERVICE.

25           (d) (I) "DATING SERVICE CONTRACT" MEANS A CONTRACT  
26 BETWEEN A BUYER AND A DATING SERVICE.

27           (II) "DATING SERVICE CONTRACT" INCLUDES AN ONLINE DATING  
28 SERVICE CONTRACT.

29           (e) "DATING SERVICE OFFICE" MEANS THE PRINCIPAL PLACE OF  
30 BUSINESS OF A DATING SERVICE.

31           (f) "DISABILITY" MEANS A CONDITION THAT PRECLUDES A BUYER  
32 FROM PHYSICALLY USING THE SERVICES SPECIFIED IN A DATING SERVICE  
33 CONTRACT DURING THE TERM OF DISABILITY, WHICH CONDITION IS  
34 VERIFIED IN WRITING BY A PHYSICIAN DESIGNATED AND REMUNERATED BY  
35 THE BUYER.

36           (g) "FRAUD BAN" MEANS THE BARRING OF A MEMBER FROM AN  
37 ONLINE DATING SERVICE BECAUSE, IN THE JUDGMENT OF THE ONLINE  
38 DATING SERVICE, THE MEMBER POSES A SIGNIFICANT RISK OF ATTEMPTING  
39 TO OBTAIN MONEY FROM OTHER MEMBERS THROUGH FRAUDULENT MEANS,  
40 BY USING A FALSE IDENTITY, OR BY ATTEMPTING TO DEFRAUD OTHER

1 MEMBERS OF THE ONLINE DATING SERVICE.

2 (h) "MEMBER" MEANS AN INDIVIDUAL WHO SIGNS UP OR REGISTERS  
3 WITH AN ONLINE DATING SERVICE.

4 (i) "MEMBER IN THIS STATE" MEANS A MEMBER WHO PROVIDES A  
5 BILLING ADDRESS OR ZIP CODE IN THIS STATE WHEN REGISTERING WITH AN  
6 ONLINE DATING SERVICE.

7 (j) "ONLINE DATING SERVICE" MEANS ANY PERSON ENGAGED IN  
8 THE BUSINESS OF OFFERING DATING, MATRIMONIAL, OR SOCIAL REFERRAL  
9 SERVICES THAT ARE OFFERED PRIMARILY ONLINE, SUCH AS BY MEANS OF  
10 A WEBSITE OR A MOBILE APPLICATION.

11 (k) "ONLINE DATING SERVICE CONTRACT" MEANS A CONTRACT  
12 BETWEEN A BUYER AND AN ONLINE DATING SERVICE.

13 (2) (a) IN ADDITION TO ANY OTHER RIGHT TO REVOKE AN OFFER,  
14 A BUYER HAS THE RIGHT TO CANCEL A DATING SERVICE CONTRACT UNTIL  
15 MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY ON WHICH THE  
16 BUYER SIGNS THE CONTRACT.

17 (b) (I) EXCEPT AS DESCRIBED IN SUBSECTION (2)(b)(II) OF THIS  
18 SECTION, CANCELLATION OF A DATING SERVICES CONTRACT OCCURS WHEN  
19 THE BUYER GIVES WRITTEN NOTICE OF CANCELLATION BY MAIL,  
20 TELEGRAM, OR DELIVERY TO THE DATING SERVICE AT THE ADDRESS  
21 SPECIFIED IN THE CONTRACT OR OFFER.

22 (II) IN THE CASE OF AN ONLINE DATING SERVICE CONTRACT,  
23 CANCELLATION OCCURS WHEN THE BUYER GIVES WRITTEN NOTICE OF  
24 CANCELLATION BY E-MAIL TO AN E-MAIL ADDRESS PROVIDED BY THE  
25 ONLINE DATING SERVICE OR THROUGH ANOTHER SIMPLE, COST-EFFECTIVE,  
26 TIMELY, AND EASY-TO-USE MECHANISM FOR CANCELLATION PROVIDED BY  
27 THE ONLINE DATING SERVICE. ADDITIONAL ELECTRONIC MEANS OF  
28 CANCELLATION MAY BE PROVIDED BY THE CONTRACT.

29 (c) NOTICE OF CANCELLATION, IF GIVEN BY MAIL, IS EFFECTIVE  
30 WHEN DEPOSITED IN THE MAIL PROPERLY ADDRESSED WITH POSTAGE  
31 PREPAID. IF NOTICE OF CANCELLATION IS GIVEN BY E-MAIL, IT IS EFFECTIVE  
32 AT THE TIME THE BUYER SENDS THE NOTICE.

33 (d) NOTICE OF CANCELLATION GIVEN BY THE BUYER NEED NOT  
34 TAKE THE PARTICULAR FORM AS PROVIDED IN THE CONTRACT AND,  
35 HOWEVER EXPRESSED, IS EFFECTIVE IF IT INDICATES THE INTENTION OF THE  
36 BUYER TO NOT BE BOUND BY THE DATING SERVICE CONTRACT.

37 (e) ALL MONEY PAID PURSUANT TO ANY DATING SERVICE  
38 CONTRACT SHALL BE REFUNDED WITHIN TEN DAYS AFTER RECEIPT OF THE  
39 NOTICE OF CANCELLATION.

40 (f) THE BUYER MAY NOTIFY THE DATING SERVICE OF THE BUYER'S  
41 INTENT TO CANCEL THE CONTRACT WITHIN THE THREE-DAY PERIOD  
42 SPECIFIED IN THIS SUBSECTION (2) AND STOP THE PROCESSING OF A CREDIT  
43 CARD VOUCHER OR CHECK BY TELEPHONE NOTIFICATION TO THE DATING  
44 SERVICE . HOWEVER, THIS DOES NOT NEGATE THE OBLIGATION OF THE  
45 BUYER TO CANCEL THE CONTRACT BY MAIL, E-MAIL OR OTHER ELECTRONIC

1 MEANS, TELEGRAM, OR DELIVERY AS REQUIRED PURSUANT TO THIS  
2 SECTION.

3 (3) (a) A DATING SERVICE CONTRACT MUST BE SET FORTH IN  
4 WRITING, WHICH, IN THE CASE OF AN ONLINE DATING SERVICE CONTRACT,  
5 MAY BE AN ELECTRONIC WRITING MADE AVAILABLE FOR VIEWING ONLINE.  
6 A COPY OF THE CONTRACT SHALL BE PROVIDED TO THE BUYER AT THE  
7 TIME THE BUYER SIGNS THE CONTRACT; EXCEPT THAT AN ONLINE DATING  
8 SERVICE SHALL NOT BE REQUIRED TO PROVIDE A COPY OF THE CONTRACT  
9 IF:

10 (I) THE CONTRACT IS AVAILABLE THROUGH A DIRECT WEB LINK  
11 THAT IS PROVIDED IN A CLEAR AND CONSPICUOUS MANNER ON THE  
12 WEBSITE WHERE THE BUYER PROVIDES CONSENT TO THE CONTRACT; AND

13 (II) UPON REQUEST BY THE BUYER, THE ONLINE DATING SERVICE  
14 PROVIDES A RETAINABLE DIGITAL COPY OF THE CONTRACT.

15 (b) (I) EACH DATING SERVICE CONTRACT MUST CONTAIN ON ITS  
16 FACE, IN CLOSE PROXIMITY TO THE SPACE RESERVED FOR THE SIGNATURE  
17 OF THE BUYER, A CONSPICUOUS STATEMENT IN A LARGER SIZE TYPE THAN  
18 THE SURROUNDING TEXT; IN CONTRASTING TYPE, FONT, OR COLOR TO THE  
19 SURROUNDING TEXT OF THE SAME SIZE; OR SET OFF FROM THE  
20 SURROUNDING TEXT OF THE SAME SIZE BY SYMBOLS OR OTHER MARKS IN  
21 A MANNER THAT CLEARLY CALLS ATTENTION TO THE LANGUAGE, AS  
22 FOLLOWS:

23 YOU, THE BUYER, MAY CANCEL THIS CONTRACT,  
24 WITHOUT ANY PENALTY OR OBLIGATION, AT ANY  
25 TIME PRIOR TO MIDNIGHT OF THE THIRD  
26 BUSINESS DAY FOLLOWING THE DATE OF THIS  
27 CONTRACT, EXCLUDING SUNDAYS AND  
28 HOLIDAYS. NOTICE OF CANCELLATION NEED NOT  
29 TAKE A PARTICULAR FORM AND IS EFFECTIVE IF  
30 IT INDICATES YOUR DESIRE TO NOT BE BOUND BY  
31 THIS CONTRACT. TO CANCEL THIS CONTRACT,  
32 MAIL OR DELIVER A SIGNED AND DATED NOTICE  
33 OR SEND A TELEGRAM THAT STATES THAT YOU,  
34 THE BUYER, ARE CANCELING THIS CONTRACT, OR  
35 WORDS OF SIMILAR EFFECT. SEND THIS NOTICE  
36 TO:

37 \_\_\_\_\_ (NAME OF THE DATING SERVICE THAT SOLD  
38 YOU THE CONTRACT)

39 \_\_\_\_\_ (ADDRESS OF THE DATING SERVICE THAT  
40 SOLD YOU THE CONTRACT)

41 (II) NOTWITHSTANDING SUBSECTION (3)(b)(I) OF THIS SECTION, AN  
42 ONLINE DATING SERVICE CONTRACT MUST INCLUDE THE FOLLOWING  
43 STATEMENT IN A CLEAR AND CONSPICUOUS MANNER IN A STANDALONE  
44 FIRST PARAGRAPH OF THE CONTRACT:

45 YOU, THE BUYER, MAY CANCEL THIS CONTRACT,

1 WITHOUT ANY PENALTY OR OBLIGATION, AT ANY  
2 TIME PRIOR TO MIDNIGHT OF THE THIRD  
3 BUSINESS DAY FOLLOWING THE DATE OF THIS  
4 CONTRACT, EXCLUDING SUNDAYS AND  
5 HOLIDAYS. NOTICE OF CANCELLATION NEED NOT  
6 TAKE A PARTICULAR FORM AND IS EFFECTIVE IF  
7 IT INDICATES YOUR DESIRE TO NOT BE BOUND BY  
8 THIS CONTRACT. TO CANCEL THIS CONTRACT,  
9 SEND AN E-MAIL THAT STATES THAT YOU, THE  
10 BUYER, ARE CANCELING THIS CONTRACT, OR  
11 WORDS OF SIMILAR EFFECT. SEND THIS NOTICE  
12 TO: \_\_\_\_\_ (E-MAIL ADDRESS OF THE ONLINE  
13 DATING SERVICE THAT SOLD THE CONTRACT)

14 (c) (I) EACH DATING SERVICE CONTRACT MUST CONTAIN ON THE  
15 FIRST PAGE, IN A TYPE SIZE NO SMALLER THAN THAT GENERALLY USED IN  
16 THE BODY OF THE DOCUMENT, THE NAME AND ADDRESS OF THE DATING  
17 SERVICE TO WHICH THE NOTICE OF CANCELLATION IS TO BE MAILED OR  
18 DELIVERED AND THE DATE THE BUYER SIGNED THE CONTRACT.

19 (II) NOTWITHSTANDING SUBSECTION (3)(c)(I) OF THIS SECTION, IN  
20 THE CASE OF AN ONLINE DATING SERVICE CONTRACT, SAID SUBSECTION  
21 (3)(c)(I) DOES NOT APPLY IF THE NAME OF THE ONLINE DATING SERVICE  
22 AND THE E-MAIL ADDRESS OR OTHER SIMPLE, COST-EFFECTIVE, TIMELY,  
23 AND EASY-TO-USE MECHANISM THAT CAN BE USED FOR CANCELLATION  
24 APPEARS IN THE FIRST PARAGRAPH OF THE CONTRACT IN A TYPE SIZE NO  
25 SMALLER THAN THAT GENERALLY USED IN THE BODY OF THE DOCUMENT.

26 (d) (I) A DATING SERVICE CONTRACT SHALL NOT REQUIRE  
27 PAYMENTS OR FINANCING BY THE BUYER OVER A PERIOD EXCEEDING TWO  
28 YEARS AFTER THE DATE THE CONTRACT IS ENTERED INTO, NOR SHALL THE  
29 TERM OF ANY SUCH CONTRACT BE MEASURED BY THE LIFE OF THE BUYER.  
30 HOWEVER, THE SERVICES TO BE RENDERED TO THE BUYER UNDER THE  
31 CONTRACT MAY EXTEND OVER A PERIOD BEGINNING WITHIN SIX MONTHS  
32 AND ENDING WITHIN THREE YEARS AFTER THE DATE THE CONTRACT IS  
33 EXECUTED.

34 (II) NOTWITHSTANDING SUBSECTION (3)(d)(I) OF THIS SECTION, IN  
35 THE CASE OF AN ONLINE DATING SERVICE CONTRACT, SAID SUBSECTION  
36 (3)(d)(I) DOES NOT APPLY IF THE LENGTH OF THE INITIAL TERM IS ONE  
37 YEAR OR LESS AND THE LENGTH OF EACH SUBSEQUENT TERM IS ONE YEAR  
38 OR LESS.

39 (e) IF A DATING SERVICE CONTRACT DOES NOT COMPLY WITH THE  
40 REQUIREMENTS OF THIS SECTION, THE BUYER MAY CANCEL THE CONTRACT  
41 AT ANY TIME.

42 (4) (a) EACH DATING SERVICE CONTRACT MUST CONTAIN  
43 LANGUAGE PROVIDING THAT:

44 (I) IF BY REASON OF DEATH OR DISABILITY THE BUYER IS UNABLE  
45 TO RECEIVE ALL SERVICES FOR WHICH THE BUYER HAS CONTRACTED, THE

1 BUYER AND THE BUYER'S ESTATE MAY ELECT TO BE RELIEVED OF THE  
2 OBLIGATION TO MAKE PAYMENTS FOR SERVICES OTHER THAN THOSE  
3 RECEIVED BEFORE DEATH OR THE ONSET OF DISABILITY, EXCEPT AS  
4 PROVIDED IN SUBSECTION (4)(a)(III) OF THIS SECTION, SO LONG AS THE  
5 BUYER OR THE BUYER'S ESTATE PROVIDES WRITTEN VERIFICATION OF THE  
6 DISABILITY TO THE DATING SERVICE.

7 (II) IF THE BUYER HAS PREPAID ANY AMOUNT FOR SERVICES, SO  
8 MUCH OF THE AMOUNT PREPAID THAT IS ALLOCABLE TO SERVICES THAT  
9 THE BUYER HAS NOT RECEIVED SHALL BE PROMPTLY REFUNDED TO THE  
10 BUYER OR THE BUYER'S REPRESENTATIVE; AND

11 (III) IF THE PHYSICIAN VERIFYING THE BUYER'S DISABILITY  
12 DETERMINES THAT THE DURATION OF THE DISABILITY WILL BE LESS THAN  
13 SIX MONTHS, THE DATING SERVICE MAY EXTEND THE TERM OF THE  
14 CONTRACT FOR A PERIOD OF SIX MONTHS AT NO ADDITIONAL CHARGE TO  
15 THE BUYER IN LIEU OF CANCELLATION.

16 (b) (I) IF A DATING SERVICE PROVIDES SERVICES WITHIN A LIMITED  
17 GEOGRAPHICAL AREA, AND A BUYER RELOCATES THE BUYER'S PRIMARY  
18 RESIDENCE MORE THAN FIFTY MILES FROM THE DATING SERVICE OFFICE  
19 AND IS UNABLE TO TRANSFER THE CONTRACT TO A COMPARABLE FACILITY,  
20 THE BUYER MAY ELECT TO BE RELIEVED OF THE OBLIGATION TO MAKE  
21 PAYMENT FOR SERVICES OTHER THAN THOSE RECEIVED PRIOR TO THE  
22 RELOCATION, AND IF THE BUYER HAS PREPAID ANY AMOUNT FOR SERVICES,  
23 SO MUCH OF THE AMOUNT PREPAID THAT IS ALLOCABLE TO SERVICES THAT  
24 THE BUYER HAS NOT RECEIVED SHALL BE PROMPTLY REFUNDED TO THE  
25 BUYER. A BUYER WHO ELECTS TO BE RELIEVED OF FURTHER OBLIGATION  
26 PURSUANT TO THIS SUBSECTION (4)(b)(I) MAY BE CHARGED A  
27 PREDETERMINED FEE NOT TO EXCEED ONE HUNDRED DOLLARS OR, IF MORE  
28 THAN HALF THE LIFE OF THE CONTRACT HAS EXPIRED, A PREDETERMINED  
29 FEE NOT TO EXCEED FIFTY DOLLARS.

30 (II) NOTWITHSTANDING SUBSECTION (4)(b)(I) OF THIS SECTION,  
31 SAID SUBSECTION (4)(b)(I) DOES NOT APPLY TO AN ONLINE DATING  
32 SERVICE THAT IS GENERALLY AVAILABLE TO USERS ON A REGIONAL,  
33 NATIONAL, OR GLOBAL BASIS.

34 (c) IN ADDITION TO ANY OTHER REQUIREMENTS, AN ONLINE  
35 DATING SERVICE SHALL ALSO MAINTAIN:

36 (I) A REFERENCE OR WEB LINK TO DATING SAFETY AWARENESS  
37 INFORMATION THAT INCLUDES, AT A MINIMUM, A LIST OR DESCRIPTIONS OF  
38 SAFETY MEASURES REASONABLY INTENDED TO INCREASE AWARENESS OF  
39 SAFE DATING PRACTICES; AND

40 (II) A MEANS BY WHICH A MEMBER MAY REPORT ISSUES OR  
41 CONCERNS RELATING TO THE BEHAVIOR OF OTHER MEMBERS OF THE  
42 ONLINE DATING SERVICE ARISING OUT OF THEIR USE OF THE SERVICE.

43 (5) (a) ANY DATING SERVICE CONTRACT THAT DOES NOT COMPLY  
44 WITH THIS SECTION IS VOID AND UNENFORCEABLE.

45 (b) ANY DATING SERVICE CONTRACT THAT IS ENTERED INTO BY A

1 BUYER IN RESPONSE TO WILLFULLY FRAUDULENT OR MISLEADING  
2 INFORMATION OR ADVERTISEMENTS OF THE DATING SERVICE IS VOID AND  
3 UNENFORCEABLE.

4 (c) NOTWITHSTANDING THE PROVISIONS OF ANY DATING SERVICE  
5 CONTRACT, IN ANY CASE IN WHICH A CONTRACT PRICE IS PAYABLE IN  
6 INSTALLMENTS AND THE BUYER IS RELIEVED FROM MAKING FURTHER  
7 PAYMENTS OR ENTITLED TO A REFUND UNDER THIS SECTION, THE BUYER  
8 IS ENTITLED TO RECEIVE A REFUND OR REFUND CREDIT OF THAT PORTION  
9 OF THE CASH PRICE THAT IS ALLOCABLE TO THE SERVICES NOT ACTUALLY  
10 RECEIVED BY THE BUYER. THE REFUND OF ANY FINANCE CHARGE SHALL BE  
11 COMPUTED ACCORDING TO THE "SUM OF THE BALANCE METHOD", ALSO  
12 KNOWN AS THE "RULE OF 78".

13 (d) ANY WAIVER BY A BUYER OF THE RIGHTS AFFORDED TO THE  
14 BUYER BY THIS SECTION IS VOID AND UNENFORCEABLE.

15 (6)(a) AN ONLINE DATING SERVICE SHALL PROVIDE NOTICE TO ALL  
16 OF ITS MEMBERS IN THIS STATE WHO THE ONLINE DATING SERVICE KNOWS  
17 HAVE PREVIOUSLY RECEIVED AND RESPONDED TO AN ON-SITE MESSAGE  
18 FROM A BANNED MEMBER. THE NOTICE MUST INCLUDE ALL OF THE  
19 FOLLOWING:

20 (I) THE USERNAME, IDENTIFICATION NUMBER, OR OTHER PROFILE  
21 IDENTIFIER OF THE BANNED MEMBER;

22 (II) A STATEMENT THAT THE BANNED MEMBER MAY HAVE BEEN  
23 USING A FALSE IDENTITY OR MAY ATTEMPT TO DEFRAUD OTHER MEMBERS;

24 (III) A STATEMENT THAT MEMBERS SHOULD NOT SEND MONEY OR  
25 PERSONAL FINANCIAL INFORMATION TO ANOTHER MEMBER; AND

26 (IV) A WEB LINK THAT PROVIDES INFORMATION REGARDING WAYS  
27 TO AVOID ONLINE FRAUD OR BEING DEFRAUDED BY A MEMBER OF AN  
28 ONLINE DATING SERVICE.

29 (b) THE NOTIFICATION REQUIRED BY SUBSECTION (6)(a) OF THIS  
30 SECTION MUST BE:

31 (I) CLEAR AND CONSPICUOUS;

32 (II) SENT VIA E-MAIL, TEXT MESSAGE, OR OTHER APPROPRIATE  
33 MEANS OF COMMUNICATION CONSENTED TO BY THE MEMBER; AND

34 (III) SENT WITHIN TWENTY-FOUR HOURS AFTER THE FRAUD BAN IS  
35 INITIATED AGAINST THE BANNED MEMBER; EXCEPT THAT NOTIFICATION  
36 MAY BE SENT WITHIN THREE DAYS AFTER THE FRAUD BAN IS INITIATED IF,  
37 IN THE JUDGMENT OF THE ONLINE DATING SERVICE, CIRCUMSTANCES  
38 REQUIRE ADDITIONAL TIME.

39 (c) AN ONLINE DATING SERVICE WHOSE AGENTS AND EMPLOYEES  
40 ARE ACTING IN GOOD FAITH IS NOT LIABLE TO ANY PERSON, OTHER THAN  
41 THIS STATE OR ANY AGENCY, DEPARTMENT, OR POLITICAL SUBDIVISION OF  
42 THIS STATE, FOR DAMAGES RESULTING FROM:

43 (I) THE MEANS OF COMMUNICATION USED TO NOTIFY A MEMBER;

44 (II) WHEN NOTIFICATION IS SENT PURSUANT TO THIS SECTION; OR

45 (III) DISCLOSING ANY OF THE FOLLOWING INFORMATION:

1 (A) THAT A MEMBER HAS BEEN BANNED;  
2 (B) THE USERNAME, IDENTIFICATION NUMBER, OR OTHER PROFILE  
3 IDENTIFIER OF THE BANNED MEMBER; OR

4 (C) THE REASON THAT THE ONLINE DATING SERVICE INITIATED THE  
5 FRAUD BAN OF A BANNED MEMBER.

6 (d) THIS SECTION DOES NOT CREATE A PRIVATE RIGHT OF ACTION  
7 OR DIMINISH OR ADVERSELY AFFECT THE PROTECTIONS AFFORDED IN 47  
8 U.S.C. SEC.230.

9 **6-1-732. Automatic renewal contracts - unlawful acts -**  
10 **required disclosures - right to cancel - trial period offers - exemptions**  
11 **- definitions.** (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT  
12 OTHERWISE REQUIRES:

13 (a) "AUTOMATIC RENEWAL CONTRACT" MEANS A PLAN OR  
14 ARRANGEMENT IN WHICH A PAID SUBSCRIPTION OR PURCHASING  
15 AGREEMENT IS AUTOMATICALLY RENEWED AT THE END OF A DEFINITE  
16 TERM FOR A SUBSEQUENT TERM OR ON A CONTINUOUS OR RECURRING  
17 BASIS.

18 (b) "AUTOMATIC RENEWAL OFFER TERMS" MEANS THE FOLLOWING  
19 CLEAR AND CONSPICUOUS DISCLOSURES:

20 (I) THAT AN AUTOMATIC RENEWAL CONTRACT WILL  
21 AUTOMATICALLY RENEW OR EXTEND AFTER THE INITIAL PERIOD FOR A SET  
22 TERM NOT TO EXCEED ONE YEAR UNLESS THE CONSUMER GIVES EXPRESS  
23 WRITTEN CONSENT FOR A LONGER RENEWAL TERM;

24 (II) A DESCRIPTION OF THE CANCELLATION POLICY THAT APPLIES  
25 TO THE OFFER;

26 (III) ANY RECURRING CHARGES THAT WILL BE CHARGED TO THE  
27 CONSUMER'S CREDIT CARD, DEBIT CARD, OR PAYMENT ACCOUNT WITH A  
28 THIRD PARTY AS PART OF AN AUTOMATIC RENEWAL CONTRACT,  
29 INCLUDING, IF APPLICABLE, AN INDICATION THAT THE AMOUNT OF THE  
30 CHARGE MAY CHANGE AND, IF SO, THAT THE CONSUMER WILL RECEIVE  
31 NOTICE OF THE CHANGE IN ACCORDANCE WITH SUBSECTION (3) OF THIS  
32 SECTION;

33 (IV) THE LENGTH OF AN AUTOMATIC RENEWAL TERM; AND

34 (V) THE MINIMUM PURCHASE OBLIGATION, IF ANY.

35 (c) "CLEAR AND CONSPICUOUS" OR "CLEARLY AND  
36 CONSPICUOUSLY" MEANS IN LARGER TYPE THAN THE SURROUNDING TEXT;  
37 IN CONTRASTING TYPE, FONT, OR COLOR TO THE SURROUNDING TEXT OF  
38 THE SAME SIZE; OR SET OFF FROM THE SURROUNDING TEXT OF THE SAME  
39 SIZE BY SYMBOLS OR OTHER MARKS IN A MANNER THAT CLEARLY CALLS  
40 ATTENTION TO THE LANGUAGE. A DISCLOSURE IS NOT "CLEAR AND  
41 CONSPICUOUS" IF A CONSUMER MUST CLICK ON ONE OR MORE WEB LINKS  
42 TO VIEW THE REQUIRED DISCLOSURE OR IF THE REQUIRED DISCLOSURE IS  
43 NOT IMMEDIATELY ADJACENT TO THE WEB LINK WHERE A CONSUMER MUST  
44 ENTER INTO AN AUTOMATIC RENEWAL CONTRACT OR PARTICIPATE IN A  
45 TRIAL PERIOD OFFER. IN THE CASE OF AN AUDIO DISCLOSURE, "CLEAR AND

1 CONSPICUOUS" OR "CLEARLY AND CONSPICUOUSLY" MEANS IN A VOLUME  
2 AND CADENCE SUFFICIENT TO BE READILY AUDIBLE AND  
3 UNDERSTANDABLE.

4 (d) "CONSUMER" MEANS AN INDIVIDUAL WHO SEEKS OR ACQUIRES,  
5 BY PURCHASE OR LEASE, ANY GOODS, SERVICES, MONEY, OR CREDIT FOR  
6 PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

7 (e) "TRIAL PERIOD OFFER" MEANS A SOLICITATION OFFERING A  
8 CONSUMER A PERIOD OF TIME IN WHICH TO SAMPLE A PRODUCT OR  
9 SERVICE, WHICH OFFER IS USED AS AN INDUCEMENT FOR THE CONSUMER  
10 TO MAKE A PURCHASE OF THE PRODUCT OR SERVICE OR A SIMILAR  
11 PRODUCT OR SERVICE.

12 (2) IT IS UNLAWFUL FOR A PERSON THAT OFFERS AN AUTOMATIC  
13 RENEWAL CONTRACT TO A CONSUMER IN THIS STATE TO:

14 (a) FAIL TO PRESENT THE AUTOMATIC RENEWAL OFFER TERMS IN  
15 A CLEAR AND CONSPICUOUS MANNER BEFORE THE AUTOMATIC RENEWAL  
16 CONTRACT IS EXECUTED. IN THE CASE OF AN OFFER THAT IS CONVEYED BY  
17 VOICE, THE PERSON MUST PRESENT THE TERMS IN TEMPORAL PROXIMITY  
18 TO THE REQUEST FOR THE CONSUMER'S CONSENT TO THE OFFER. IF THE  
19 OFFER INCLUDES A TRIAL PERIOD OFFER, THE OFFER MUST ALSO INCLUDE  
20 A CLEAR AND CONSPICUOUS EXPLANATION OF THE PRICE THAT WILL BE  
21 CHARGED AND ANY FURTHER PURCHASE OBLIGATIONS THAT WILL BE  
22 IMPOSED ON THE CONSUMER AFTER THE TRIAL PERIOD ENDS.

23 (b) CHARGE THE CONSUMER'S CREDIT CARD, DEBIT CARD, OR  
24 ACCOUNT WITH A THIRD PARTY FOR AN AUTOMATIC RENEWAL CONTRACT  
25 WITHOUT FIRST OBTAINING THE CONSUMER'S AFFIRMATIVE CONSENT TO  
26 THE AUTOMATIC RENEWAL CONTRACT CONTAINING THE AUTOMATIC  
27 RENEWAL OFFER TERMS, INCLUDING THE TERMS OF AN AUTOMATIC  
28 RENEWAL OFFER THAT IS MADE AT A PROMOTIONAL OR DISCOUNTED PRICE  
29 FOR A LIMITED PERIOD OF TIME;

30 (c) FAIL TO PROVIDE THE CONSUMER A WRITTEN  
31 ACKNOWLEDGMENT THAT INCLUDES THE AUTOMATIC RENEWAL OFFER  
32 TERMS, THE CANCELLATION POLICY, AND INFORMATION REGARDING HOW  
33 TO CANCEL IN A MANNER THAT IS CAPABLE OF BEING RETAINED BY THE  
34 CONSUMER. IF THE OFFER OF AN AUTOMATIC RENEWAL CONTRACT  
35 INCLUDES A TRIAL PERIOD OFFER, THE PERSON SHALL ALSO DISCLOSE IN  
36 THE WRITTEN ACKNOWLEDGMENT HOW THE CONSUMER MAY CANCEL THE  
37 AUTOMATIC RENEWAL CONTRACT, AND THE PERSON SHALL ALLOW THE  
38 CONSUMER TO CANCEL THE CONTRACT BEFORE THE CONSUMER IS  
39 REQUIRED TO PAY FOR THE GOODS OR SERVICES.

40 (d) FAIL TO PROVIDE A SIMPLE, COST-EFFECTIVE, TIMELY, AND  
41 EASY-TO-USE MECHANISM FOR CANCELING AN AUTOMATIC RENEWAL  
42 CONTRACT OR TRIAL PERIOD OFFER. A PERSON IS DEEMED TO COMPLY  
43 WITH THIS SUBSECTION (2)(d) IF THE PERSON OFFERS A ONE-STEP  
44 CANCELLATION WEB LINK THAT:

45 (I) IS LOCATED ON THE PERSON'S WEBSITE OR CONTAINED IN AN

1 ELECTRONIC COMMUNICATION TO THE CONSUMER; AND  
2 (II) INCLUDES REASONABLE PROCEDURES FOR AUTHENTICATING  
3 THE IDENTITY OF A CONSUMER.  
4 (3) IF A MATERIAL CHANGE OCCURS IN THE TERMS OF AN  
5 AUTOMATIC RENEWAL CONTRACT THAT HAS BEEN ACCEPTED BY A  
6 CONSUMER IN THIS STATE, THE PERSON SHALL PROVIDE TO THE CONSUMER,  
7 IN A MANNER THAT MAY BE RETAINED BY THE CONSUMER, A CLEAR AND  
8 CONSPICUOUS NOTICE OF THE MATERIAL CHANGE AND INFORMATION  
9 REGARDING CANCELLATION OF THE AUTOMATIC RENEWAL CONTRACT,  
10 INCLUDING INFORMATION CONCERNING THE MECHANISM DESCRIBED IN  
11 SUBSECTION (2)(d) OF THIS SECTION.  
12 (4)(a) EXCEPT AS DESCRIBED IN SUBSECTION (5) OF THIS SECTION,  
13 A PERSON THAT SELLS A GOOD OR SERVICE TO A CONSUMER PURSUANT TO  
14 AN AUTOMATIC RENEWAL CONTRACT WITH AN INITIAL TERM OF TWELVE  
15 MONTHS OR LONGER, WHICH AUTOMATIC RENEWAL CONTRACT WILL  
16 AUTOMATICALLY RENEW FOR ANY ADDITIONAL TERM LONGER THAN ONE  
17 MONTH OR ON A CONTINUOUS OR RECURRING BASIS, SHALL NOTIFY THE  
18 CONSUMER THAT THE AUTOMATIC RENEWAL CONTRACT WILL  
19 AUTOMATICALLY RENEW OR CONTINUE UNLESS THE CONSUMER CANCELS  
20 THE AUTOMATIC RENEWAL CONTRACT. THE NOTICE MUST BE PROVIDED  
21 BY:  
22 (I) POSTAL MAIL;  
23 (II) E-MAIL; OR  
24 (III) ANOTHER EASILY ACCESSIBLE FORM OF COMMUNICATION,  
25 SUCH AS A TEXT MESSAGE OR A MOBILE PHONE APPLICATION, IF THE  
26 CONSUMER SPECIFICALLY AUTHORIZES THE PERSON TO PROVIDE NOTICE IN  
27 SUCH FORM OR IF THE CONSUMER CUSTOMARILY USES SUCH FORM TO  
28 COMMUNICATE WITH THE PERSON.  
29 (b) A PERSON THAT IS REQUIRED TO PROVIDE A CONSUMER THE  
30 NOTICE DESCRIBED IN SUBSECTION (4)(a) OF THIS SECTION SHALL SEND  
31 THE NOTICE AT LEAST THIRTY DAYS AND NO MORE THAN SIXTY DAYS  
32 BEFORE THE CANCELLATION DEADLINE FOR THE FIRST AUTOMATIC  
33 RENEWAL. IF A SUBSEQUENT RENEWAL IS FOR A TERM OF ONE MONTH OR  
34 LESS, AND IN THE CASE OF RECURRING TERMS OF ONE MONTH OR LESS, THE  
35 PERSON SHALL PROVIDE THE NOTICE ANNUALLY.  
36 (c) THE NOTICE DESCRIBED IN SUBSECTION (4)(a) OF THIS SECTION  
37 MUST DISCLOSE CLEARLY AND CONSPICUOUSLY:  
38 (I) THAT UNLESS THE CONSUMER CANCELS THE AUTOMATIC  
39 RENEWAL CONTRACT, THE AUTOMATIC RENEWAL CONTRACT WILL  
40 AUTOMATICALLY RENEW OR CONTINUE FOR AN ADDITIONAL SET TERM;  
41 (II) THE COST OF THE GOODS OR SERVICES FOR THE TERM OF THE  
42 RENEWAL OR CONTINUANCE;  
43 (III) THE DEADLINE BY WHICH THE CONSUMER MUST ACT TO  
44 CANCEL THE AUTOMATIC RENEWAL CONTRACT TO PREVENT AUTOMATIC  
45 RENEWAL;

1 (IV) HOW THE CONSUMER MAY OBTAIN DETAILS OF THE  
2 AUTOMATIC RENEWAL PROVISION AND CANCELLATION PROCEDURES,  
3 INCLUDING BY CONTACTING THE PERSON AT A SPECIFIED TELEPHONE  
4 NUMBER OR E-MAIL ADDRESS OR BY ANOTHER EASILY ACCESSIBLE FORM  
5 OF COMMUNICATION, SUCH AS A TEXT MESSAGE OR A MOBILE PHONE  
6 APPLICATION; AND

7 (V) IF THE NOTICE IS PROVIDED BY E-MAIL, ONE OR MORE ACTIVE  
8 WEB LINKS TO ALLOW THE CONSUMER TO CANCEL THE AUTOMATIC  
9 RENEWAL.

10 (5) (a) AN AUTOMATIC RENEWAL CONTRACT WITH A TERM OF  
11 TWELVE MONTHS OR LONGER MAY AUTOMATICALLY RENEW AT THE END  
12 OF THAT TERM SO LONG AS THE CONSUMER HAS ACCESSED OR USED THE  
13 GOODS OR SERVICES DURING THE PREVIOUS SIX MONTHS.

14 (b) NOTWITHSTANDING SUBSECTION (5)(a) OF THIS SECTION, AN  
15 AUTOMATIC RENEWAL CONTRACT WITH A TERM OF TWELVE MONTHS OR  
16 LONGER MAY AUTOMATICALLY RENEW AT THE END OF THAT TERM  
17 REGARDLESS OF WHETHER THE CONSUMER HAS ACCESSED OR USED THE  
18 GOODS OR SERVICES DURING THE PREVIOUS SIX MONTHS IF THE CONTRACT  
19 IS FOR SEASONAL OR PERIODIC MAINTENANCE, NONPERIODIC  
20 MAINTENANCE OR SERVICE, OR REPAIR OR REPLACEMENT OF  
21 LANDSCAPING, FURNACES OR OTHER APPLIANCES, OR MECHANICAL OR  
22 ELECTRICAL SYSTEMS IN A BUSINESS OR RESIDENCE DUE TO UNEXPECTED  
23 DAMAGE OR NORMAL WEAR AND TEAR.

24 (6) (a) A PERSON THAT OFFERS A CONSUMER AN AUTOMATIC  
25 RENEWAL CONTRACT WITH A TRIAL PERIOD OFFER THAT INCLUDES THE  
26 AUTOMATIC RENEWAL AT THE END OF THE TRIAL PERIOD OFFER SHALL  
27 NOTIFY THE CONSUMER, AT LEAST FIFTEEN DAYS BEFORE THE  
28 COMMENCEMENT OF THE AUTOMATIC RENEWAL OFFER TERMS, OF THE  
29 COMMENCEMENT OF SUCH TERMS AS WELL AS THE RIGHT TO CANCEL THE  
30 TRIAL PERIOD OFFER.

31 (b) THE RIGHT TO CANCEL A TRIAL PERIOD SHALL BE AVAILABLE  
32 AT ANY TIME DURING THE TRIAL PERIOD OFFER, IN ACCORDANCE WITH  
33 SUBSECTION (2)(d) OF THIS SECTION.

34 (7) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE  
35 CONTRARY, THIS SECTION DOES NOT APPLY TO:

36 (a) A SERVICE PROVIDED BY A PERSON PURSUANT TO A FRANCHISE  
37 ISSUED BY A POLITICAL SUBDIVISION OF THE STATE OR A LICENSE,  
38 FRANCHISE, CERTIFICATE, OR OTHER AUTHORIZATION ISSUED BY THE  
39 PUBLIC UTILITIES COMMISSION CREATED IN SECTION 40-2-101;

40 (b) A SERVICE PROVIDED BY A PERSON THAT IS REGULATED BY THE  
41 FEDERAL COMMUNICATIONS COMMISSION, THE FEDERAL ENERGY  
42 REGULATORY COMMISSION, OR THE PUBLIC UTILITIES COMMISSION  
43 CREATED IN SECTION 40-2-101;

44 (c) AN ENTITY REGULATED BY THE DIVISION OF INSURANCE;

45 (d) A BANK OR BANK HOLDING COMPANY THAT IS LICENSED UNDER

1 STATE OR FEDERAL LAW, OR A SUBSIDIARY OR AFFILIATE OF SUCH A BANK  
2 OR BANK HOLDING COMPANY;

3 (e) A CREDIT UNION OR OTHER FINANCIAL INSTITUTION THAT IS  
4 LICENSED UNDER STATE OR FEDERAL LAW; OR

5 (f) AN AIR CARRIER, AS DEFINED IN, AND TO THE EXTENT  
6 REGULATED UNDER, THE "FEDERAL AVIATION ACT OF 1958", 49 U.S.C.  
7 SEC. 40101 ET SEQ., AS AMENDED, INCLUDING 49 U.S.C. SEC. 41713 OF  
8 THE FEDERAL "AIRLINE DEREGULATION ACT OF 1978", PUB.L. 95-504, AS  
9 AMENDED.

10 **SECTION 2. Act subject to petition - effective date -**

11 **applicability.** (1) This act takes effect January 1, 2022; except that, if a  
12 referendum petition is filed pursuant to section 1 (3) of article V of the  
13 state constitution against this act or an item, section, or part of this act  
14 within the ninety-day period after final adjournment of the general  
15 assembly, then the act, item, section, or part will not take effect unless  
16 approved by the people at the general election to be held in November  
17 2022 and, in such case, will take effect on the date of the official  
18 declaration of the vote thereon by the governor.

19 (2) This act applies to dating service contracts and automatic  
20 renewal contracts executed on or after the applicable effective date of this  
21 act."

22 Page 1, line 102, strike "ITEMS." and substitute "ITEMS, AND, IN  
23 CONNECTION THEREWITH, ESTABLISHING REQUIREMENTS REGARDING  
24 THE EXECUTION AND ENFORCEMENT OF DATING SERVICE CONTRACTS  
25 AND AUTOMATIC RENEWAL CONTRACTS."

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