

First Regular Session  
Seventy-third General Assembly  
STATE OF COLORADO

**ENGROSSED**

*This Version Includes All Amendments Adopted  
on Second Reading in the House of Introduction*

LLS NO. 21-0227.01 Richard Sweetman x4333

**HOUSE BILL 21-1239**

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**HOUSE SPONSORSHIP**

**Kipp and Boesenecker,**

**SENATE SPONSORSHIP**

**Rodriguez,**

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**House Committees**  
Business Affairs & Labor

**Senate Committees**

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**A BILL FOR AN ACT**

101 **CONCERNING ADDING PROTECTIONS FOR CONSUMERS WHO PURCHASE**  
102 **CERTAIN ITEMS, AND, IN CONNECTION THEREWITH,**  
103 **ESTABLISHING REQUIREMENTS REGARDING THE EXECUTION AND**  
104 **ENFORCEMENT OF DATING SERVICE CONTRACTS AND**  
105 **AUTOMATIC RENEWAL CONTRACTS.**

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**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)*

Each contract for a dating, matrimonial, or personal referral service (social referral service) must provide that the buyer may cancel

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing statute.*  
*Dashes through the words indicate deletions from existing statute.*

HOUSE  
Amended 2nd Reading  
May 6, 2021

the contract by providing written notice to the seller within 3 business days after the date upon which the buyer receives a copy of the written contract or the date upon which the social referral service is made available to the buyer, whichever is later.

A seller of a social referral service must disclose to buyers certain information regarding the buyers' right to cancel the service. A seller that receives a timely notice of cancellation from a buyer must refund to the buyer all money paid by the buyer pursuant to the contract within 10 business days after receiving the notice of cancellation.

A person that makes an automatic renewal offer to a consumer in this state must:

- Present the terms in a clear and conspicuous manner;
- Obtain the consumer's affirmative consent to the agreement before charging the consumer;
- Provide the consumer a written acknowledgment that includes the offer terms, the cancellation policy, and information regarding how to cancel; and
- Provide a simple, cost-effective, timely, and easy-to-use mechanism for canceling the agreement.

A person that sells a good or service to a consumer pursuant to a contract with an initial term of 12 months, which contract will automatically renew for any additional term, must notify the consumer of the automatic renewal at least 30 days and no more than 60 days before the cancellation deadline for the first automatic renewal and each subsequent automatic renewal.

A person that sells a consumer a contract with a trial period offer, which contract will renew at the end of a trial period offer, shall:

- Notify the consumer of the automatic renewal at least 15 and no more than 30 days before the expiration of the trial period offer; and
- Obtain the consumer's affirmative consent to the automatic renewal before charging the consumer for the automatic renewal.

The bill exempts certain persons from the new provisions concerning automatic renewal offers.

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1 *Be it enacted by the General Assembly of the State of Colorado:*

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

4 **6-1-731. Contracts for dating services and online dating**  
5 **services - right of cancellation - remedy for violations - required**

1 **notice regarding fraud bans - definitions.** (1) AS USED IN THIS SECTION,  
2 UNLESS THE CONTEXT OTHERWISE REQUIRES:

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

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

7 (c) (I) "DATING SERVICE" MEANS ANY PERSON THAT OFFERS  
8 DATING, MATRIMONIAL, OR SOCIAL REFERRAL SERVICES BY ANY OF THE  
9 FOLLOWING MEANS:

10 (A) AN EXCHANGE OF NAMES, TELEPHONE NUMBERS, ADDRESSES,  
11 AND STATISTICS;

12 (B) A PHOTOGRAPH OR VIDEO SELECTION PROCESS;

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

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

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

19 (d) (I) "DATING SERVICE CONTRACT" MEANS A CONTRACT  
20 BETWEEN A BUYER AND A DATING SERVICE.

21 (II) "DATING SERVICE CONTRACT" INCLUDES AN ONLINE DATING  
22 SERVICE CONTRACT.

23 (e) "DATING SERVICE OFFICE" MEANS THE PRINCIPAL PLACE OF  
24 BUSINESS OF A DATING SERVICE.

25 (f) "DISABILITY" MEANS A CONDITION THAT PRECLUDES A BUYER  
26 FROM PHYSICALLY USING THE SERVICES SPECIFIED IN A DATING SERVICE  
27 CONTRACT DURING THE TERM OF DISABILITY, WHICH CONDITION IS

1 VERIFIED IN WRITING BY A PHYSICIAN DESIGNATED AND REMUNERATED BY  
2 THE BUYER.

3 (g) "FRAUD BAN" MEANS THE BARRING OF A MEMBER FROM AN  
4 ONLINE DATING SERVICE BECAUSE, IN THE JUDGMENT OF THE ONLINE  
5 DATING SERVICE, THE MEMBER POSES A SIGNIFICANT RISK OF ATTEMPTING  
6 TO OBTAIN MONEY FROM OTHER MEMBERS THROUGH FRAUDULENT MEANS,  
7 BY USING A FALSE IDENTITY, OR BY ATTEMPTING TO DEFRAUD OTHER  
8 MEMBERS OF THE ONLINE DATING SERVICE.

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

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

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

18 (k) "ONLINE DATING SERVICE CONTRACT" MEANS A CONTRACT  
19 BETWEEN A BUYER AND AN ONLINE DATING SERVICE.

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

24 (b) (I) EXCEPT AS DESCRIBED IN SUBSECTION (2)(b)(II) OF THIS  
25 SECTION, CANCELLATION OF A DATING SERVICES CONTRACT OCCURS WHEN  
26 THE BUYER GIVES WRITTEN NOTICE OF CANCELLATION BY MAIL,  
27 TELEGRAM, OR DELIVERY TO THE DATING SERVICE AT THE ADDRESS

1 SPECIFIED IN THE CONTRACT OR OFFER.

2 (II) IN THE CASE OF AN ONLINE DATING SERVICE CONTRACT,  
3 CANCELLATION OCCURS WHEN THE BUYER GIVES WRITTEN NOTICE OF  
4 CANCELLATION BY E-MAIL TO AN E-MAIL ADDRESS PROVIDED BY THE  
5 ONLINE DATING SERVICE OR THROUGH ANOTHER SIMPLE, COST-EFFECTIVE,  
6 TIMELY, AND EASY-TO-USE MECHANISM FOR CANCELLATION PROVIDED BY  
7 THE ONLINE DATING SERVICE. ADDITIONAL ELECTRONIC MEANS OF  
8 CANCELLATION MAY BE PROVIDED BY THE CONTRACT.

9 (c) NOTICE OF CANCELLATION, IF GIVEN BY MAIL, IS EFFECTIVE  
10 WHEN DEPOSITED IN THE MAIL PROPERLY ADDRESSED WITH POSTAGE  
11 PREPAID. IF NOTICE OF CANCELLATION IS GIVEN BY E-MAIL, IT IS EFFECTIVE  
12 AT THE TIME THE BUYER SENDS THE NOTICE.

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

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

20 (f) THE BUYER MAY NOTIFY THE DATING SERVICE OF THE BUYER'S  
21 INTENT TO CANCEL THE CONTRACT WITHIN THE THREE-DAY PERIOD  
22 SPECIFIED IN THIS SUBSECTION (2) AND STOP THE PROCESSING OF A CREDIT  
23 CARD VOUCHER OR CHECK BY TELEPHONE NOTIFICATION TO THE DATING  
24 SERVICE . HOWEVER, THIS DOES NOT NEGATE THE OBLIGATION OF THE  
25 BUYER TO CANCEL THE CONTRACT BY MAIL, E-MAIL OR OTHER ELECTRONIC  
26 MEANS, TELEGRAM, OR DELIVERY AS REQUIRED PURSUANT TO THIS  
27 SECTION.

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

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

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

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

21 YOU, THE BUYER, MAY CANCEL THIS CONTRACT,  
22 WITHOUT ANY PENALTY OR OBLIGATION, AT ANY  
23 TIME PRIOR TO MIDNIGHT OF THE THIRD  
24 BUSINESS DAY FOLLOWING THE DATE OF THIS  
25 CONTRACT, EXCLUDING SUNDAYS AND  
26 HOLIDAYS. NOTICE OF CANCELLATION NEED NOT  
27 TAKE A PARTICULAR FORM AND IS EFFECTIVE IF

1 IT INDICATES YOUR DESIRE TO NOT BE BOUND BY  
2 THIS CONTRACT. TO CANCEL THIS CONTRACT,  
3 MAIL OR DELIVER A SIGNED AND DATED NOTICE  
4 OR SEND A TELEGRAM THAT STATES THAT YOU,  
5 THE BUYER, ARE CANCELING THIS CONTRACT, OR  
6 WORDS OF SIMILAR EFFECT. SEND THIS NOTICE  
7 TO:

8 \_\_\_\_\_ (NAME OF THE DATING SERVICE THAT SOLD  
9 YOU THE CONTRACT)

10 \_\_\_\_\_ (ADDRESS OF THE DATING SERVICE THAT  
11 SOLD YOU THE CONTRACT)

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

16 YOU, THE BUYER, MAY CANCEL THIS CONTRACT,  
17 WITHOUT ANY PENALTY OR OBLIGATION, AT ANY  
18 TIME PRIOR TO MIDNIGHT OF THE THIRD  
19 BUSINESS DAY FOLLOWING THE DATE OF THIS  
20 CONTRACT, EXCLUDING SUNDAYS AND  
21 HOLIDAYS. NOTICE OF CANCELLATION NEED NOT  
22 TAKE A PARTICULAR FORM AND IS EFFECTIVE IF  
23 IT INDICATES YOUR DESIRE TO NOT BE BOUND BY  
24 THIS CONTRACT. TO CANCEL THIS CONTRACT,  
25 SEND AN E-MAIL THAT STATES THAT YOU, THE  
26 BUYER, ARE CANCELING THIS CONTRACT, OR  
27 WORDS OF SIMILAR EFFECT. SEND THIS NOTICE

1 TO: \_\_\_\_\_ (E-MAIL ADDRESS OF THE ONLINE  
2 DATING SERVICE THAT SOLD THE CONTRACT)

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

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

15 (d) (I) A DATING SERVICE CONTRACT SHALL NOT REQUIRE  
16 PAYMENTS OR FINANCING BY THE BUYER OVER A PERIOD EXCEEDING TWO  
17 YEARS AFTER THE DATE THE CONTRACT IS ENTERED INTO, NOR SHALL THE  
18 TERM OF ANY SUCH CONTRACT BE MEASURED BY THE LIFE OF THE BUYER.  
19 HOWEVER, THE SERVICES TO BE RENDERED TO THE BUYER UNDER THE  
20 CONTRACT MAY EXTEND OVER A PERIOD BEGINNING WITHIN SIX MONTHS  
21 AND ENDING WITHIN THREE YEARS AFTER THE DATE THE CONTRACT IS  
22 EXECUTED.

23 (II) NOTWITHSTANDING SUBSECTION (3)(d)(I) OF THIS SECTION, IN  
24 THE CASE OF AN ONLINE DATING SERVICE CONTRACT, SAID SUBSECTION  
25 (3)(d)(I) DOES NOT APPLY IF THE LENGTH OF THE INITIAL TERM IS ONE  
26 YEAR OR LESS AND THE LENGTH OF EACH SUBSEQUENT TERM IS ONE YEAR  
27 OR LESS.



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

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

6 (I) IF BY REASON OF DEATH OR DISABILITY THE BUYER IS UNABLE  
7 TO RECEIVE ALL SERVICES FOR WHICH THE BUYER HAS CONTRACTED, THE  
8 BUYER AND THE BUYER'S ESTATE MAY ELECT TO BE RELIEVED OF THE  
9 OBLIGATION TO MAKE PAYMENTS FOR SERVICES OTHER THAN THOSE  
10 RECEIVED BEFORE DEATH OR THE ONSET OF DISABILITY, EXCEPT AS  
11 PROVIDED IN SUBSECTION (4)(a)(III) OF THIS SECTION, SO LONG AS THE  
12 BUYER OR THE BUYER'S ESTATE PROVIDES WRITTEN VERIFICATION OF THE  
13 DISABILITY TO THE DATING SERVICE.

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

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

23 (b) (I) IF A DATING SERVICE PROVIDES SERVICES WITHIN A LIMITED  
24 GEOGRAPHICAL AREA, AND A BUYER RELOCATES THE BUYER'S PRIMARY  
25 RESIDENCE MORE THAN FIFTY MILES FROM THE DATING SERVICE OFFICE  
26 AND IS UNABLE TO TRANSFER THE CONTRACT TO A COMPARABLE FACILITY,  
27 THE BUYER MAY ELECT TO BE RELIEVED OF THE OBLIGATION TO MAKE

1 PAYMENT FOR SERVICES OTHER THAN THOSE RECEIVED PRIOR TO THE  
2 RELOCATION, AND IF THE BUYER HAS PREPAID ANY AMOUNT FOR SERVICES,  
3 SO MUCH OF THE AMOUNT PREPAID THAT IS ALLOCABLE TO SERVICES THAT  
4 THE BUYER HAS NOT RECEIVED SHALL BE PROMPTLY REFUNDED TO THE  
5 BUYER. A BUYER WHO ELECTS TO BE RELIEVED OF FURTHER OBLIGATION  
6 PURSUANT TO THIS SUBSECTION (4)(b)(I) MAY BE CHARGED A  
7 PREDETERMINED FEE NOT TO EXCEED ONE HUNDRED DOLLARS OR, IF MORE  
8 THAN HALF THE LIFE OF THE CONTRACT HAS EXPIRED, A PREDETERMINED  
9 FEE NOT TO EXCEED FIFTY DOLLARS.

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

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

16 (I) A REFERENCE OR ONLINE LINK TO DATING SAFETY AWARENESS  
17 INFORMATION THAT INCLUDES, AT A MINIMUM, A LIST OR DESCRIPTIONS OF  
18 SAFETY MEASURES REASONABLY INTENDED TO INCREASE AWARENESS OF  
19 SAFE DATING PRACTICES; AND

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

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

25 (b) ANY DATING SERVICE CONTRACT THAT IS ENTERED INTO BY A  
26 BUYER IN RESPONSE TO WILLFULLY FRAUDULENT OR MISLEADING  
27 INFORMATION OR ADVERTISEMENTS OF THE DATING SERVICE IS VOID AND

1 UNENFORCEABLE.

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

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

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

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

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

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

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

27 (b) THE NOTIFICATION REQUIRED BY SUBSECTION (6)(a) OF THIS

1 SECTION MUST BE:

2 (I) CLEAR AND CONSPICUOUS;

3 (II) SENT VIA E-MAIL, TEXT MESSAGE, OR OTHER APPROPRIATE

4 MEANS OF COMMUNICATION CONSENTED TO BY THE MEMBER; AND

5 (III) SENT WITHIN TWENTY-FOUR HOURS AFTER THE FRAUD BAN IS

6 INITIATED AGAINST THE BANNED MEMBER; EXCEPT THAT NOTIFICATION

7 MAY BE SENT WITHIN THREE DAYS AFTER THE FRAUD BAN IS INITIATED IF,

8 IN THE JUDGMENT OF THE ONLINE DATING SERVICE, CIRCUMSTANCES

9 REQUIRE ADDITIONAL TIME.

10 (c) AN ONLINE DATING SERVICE WHOSE AGENTS AND EMPLOYEES

11 ARE ACTING IN GOOD FAITH IS NOT LIABLE TO ANY PERSON, OTHER THAN

12 THIS STATE OR ANY AGENCY, DEPARTMENT, OR POLITICAL SUBDIVISION OF

13 THIS STATE, FOR DAMAGES RESULTING FROM:

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

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

16 (III) DISCLOSING ANY OF THE FOLLOWING INFORMATION:

17 (A) THAT A MEMBER HAS BEEN BANNED;

18 (B) THE USERNAME, IDENTIFICATION NUMBER, OR OTHER PROFILE

19 IDENTIFIER OF THE BANNED MEMBER; OR

20 (C) THE REASON THAT THE ONLINE DATING SERVICE INITIATED THE

21 FRAUD BAN OF A BANNED MEMBER.

22 (d) THIS SECTION DOES NOT CREATE A PRIVATE RIGHT OF ACTION

23 OR DIMINISH OR ADVERSELY AFFECT THE PROTECTIONS AFFORDED IN 47

24 U.S.C. SEC.230.

25 **6-1-732. Automatic renewal contracts - unlawful acts -**

26 **required disclosures - right to cancel - trial period offers - exemptions**

27 **- definitions.** (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT

1 OTHERWISE REQUIRES:

2 (a) "AUTOMATIC RENEWAL CONTRACT" MEANS A PLAN OR  
3 ARRANGEMENT IN WHICH A PAID SUBSCRIPTION OR PURCHASING  
4 AGREEMENT IS AUTOMATICALLY RENEWED AT THE END OF A DEFINITE  
5 TERM FOR A SUBSEQUENT TERM OR ON A CONTINUOUS OR RECURRING  
6 BASIS.

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

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

13 (II) A DESCRIPTION OF THE CANCELLATION POLICY THAT APPLIES  
14 TO THE OFFER;

15 (III) ANY RECURRING CHARGES THAT WILL BE CHARGED TO THE  
16 CONSUMER'S CREDIT CARD, DEBIT CARD, OR PAYMENT ACCOUNT WITH A  
17 THIRD PARTY AS PART OF AN AUTOMATIC RENEWAL CONTRACT,  
18 INCLUDING, IF APPLICABLE, AN INDICATION THAT THE AMOUNT OF THE  
19 CHARGE MAY CHANGE AND, IF SO, THAT THE CONSUMER WILL RECEIVE  
20 NOTICE OF THE CHANGE IN ACCORDANCE WITH SUBSECTION (3) OF THIS  
21 SECTION;

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

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

24 (c) (I) "CLEAR AND CONSPICUOUS" OR "CLEARLY AND  
25 CONSPICUOUSLY" MEANS IN LARGER TYPE THAN THE SURROUNDING TEXT;  
26 IN CONTRASTING TYPE, FONT, OR COLOR TO THE SURROUNDING TEXT OF  
27 THE SAME SIZE; OR SET OFF FROM THE SURROUNDING TEXT OF THE SAME

1 SIZE BY SYMBOLS OR OTHER MARKS IN A MANNER THAT CLEARLY CALLS  
2 ATTENTION TO THE LANGUAGE.

3 (II) IN THE CASE OF AN AUDIO DISCLOSURE, "CLEAR AND  
4 CONSPICUOUS" OR "CLEARLY AND CONSPICUOUSLY" MEANS IN A VOLUME  
5 AND CADENCE SUFFICIENT TO BE READILY AUDIBLE AND  
6 UNDERSTANDABLE.

7 (III) AN ONLINE LINK PRESENTED AS PART OF AN OFFER THAT  
8 DIRECTS A CONSUMER TO DETAILED INFORMATION ABOUT AN AUTOMATIC  
9 RENEWAL CONTRACT IS "CLEAR AND CONSPICUOUS" IF IT:

10 (A) IS AVAILABLE BEFORE A CONSUMER ELECTS TO PURCHASE ANY  
11 GOOD OR SERVICE SUBJECT TO THE AUTOMATIC RENEWAL CONTRACT;

12 (B) APPEARS IN CLOSE PROXIMITY TO ANY ONLINE LINK USED BY  
13 THE CONSUMER TO PURCHASE ANY GOODS OR SERVICES SUBJECT TO THAT  
14 CONTRACT; AND

15 (C) STATES UNAMBIGUOUSLY AND VISIBLY THAT BY PURCHASING  
16 THE GOOD OR SERVICE, THE CONSUMER AGREES TO ENROLL IN AN  
17 AUTOMATIC RENEWAL CONTRACT, AND THAT DETAILS MAY BE PROVIDED.

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

21 (e) "TRIAL PERIOD OFFER" MEANS A SOLICITATION OFFERING A  
22 CONSUMER A PERIOD OF TIME IN WHICH TO SAMPLE A PRODUCT OR  
23 SERVICE, WHICH OFFER IS USED AS AN INDUCEMENT FOR THE CONSUMER  
24 TO MAKE A PURCHASE OF THE PRODUCT OR SERVICE OR A SIMILAR  
25 PRODUCT OR SERVICE.

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

1 (a) FAIL TO PRESENT THE AUTOMATIC RENEWAL OFFER TERMS IN  
2 A CLEAR AND CONSPICUOUS MANNER BEFORE THE AUTOMATIC RENEWAL  
3 CONTRACT IS EXECUTED. IN THE CASE OF AN OFFER THAT IS CONVEYED BY  
4 VOICE, THE PERSON MUST PRESENT THE TERMS IN TEMPORAL PROXIMITY  
5 TO THE REQUEST FOR THE CONSUMER'S CONSENT TO THE OFFER. IF THE  
6 OFFER INCLUDES A TRIAL PERIOD OFFER, THE OFFER MUST ALSO INCLUDE  
7 A CLEAR AND CONSPICUOUS EXPLANATION OF THE PRICE THAT WILL BE  
8 CHARGED AND ANY FURTHER PURCHASE OBLIGATIONS THAT WILL BE  
9 IMPOSED ON THE CONSUMER AFTER THE TRIAL PERIOD ENDS.

10 (b) CHARGE THE CONSUMER'S CREDIT CARD, DEBIT CARD, OR  
11 ACCOUNT WITH A THIRD PARTY FOR AN AUTOMATIC RENEWAL CONTRACT  
12 WITHOUT FIRST OBTAINING THE CONSUMER'S AFFIRMATIVE CONSENT TO  
13 THE AUTOMATIC RENEWAL CONTRACT CONTAINING THE AUTOMATIC  
14 RENEWAL OFFER TERMS, INCLUDING THE TERMS OF AN AUTOMATIC  
15 RENEWAL OFFER THAT IS MADE AT A PROMOTIONAL OR DISCOUNTED PRICE  
16 FOR A LIMITED PERIOD OF TIME;

17 (c) FAIL TO PROVIDE THE CONSUMER A WRITTEN  
18 ACKNOWLEDGMENT THAT INCLUDES THE AUTOMATIC RENEWAL OFFER  
19 TERMS, THE CANCELLATION POLICY, AND INFORMATION REGARDING HOW  
20 TO CANCEL IN A MANNER THAT IS CAPABLE OF BEING RETAINED BY THE  
21 CONSUMER. IF THE OFFER OF AN AUTOMATIC RENEWAL CONTRACT  
22 INCLUDES A TRIAL PERIOD OFFER, THE PERSON SHALL ALSO DISCLOSE IN  
23 THE WRITTEN ACKNOWLEDGMENT HOW THE CONSUMER MAY CANCEL THE  
24 AUTOMATIC RENEWAL CONTRACT, AND THE PERSON SHALL ALLOW THE  
25 CONSUMER TO CANCEL THE CONTRACT BEFORE THE CONSUMER IS  
26 REQUIRED TO PAY FOR THE GOODS OR SERVICES.

27 (d) FAIL TO PROVIDE A SIMPLE, COST-EFFECTIVE, TIMELY,

1 EASY-TO-USE, AND READILY ACCESSIBLE MECHANISM FOR CANCELING AN  
2 AUTOMATIC RENEWAL CONTRACT OR TRIAL PERIOD OFFER. A PERSON IS  
3 DEEMED TO COMPLY WITH THIS SUBSECTION (2)(d) IF THE PERSON OFFERS  
4 A ONE-STEP ONLINE CANCELLATION LINK THAT IS:

5 (I) LOCATED ON THE PERSON'S WEBSITE OR CONTAINED IN AN  
6 ELECTRONIC DEVICE OR SERVICE OR AN ELECTRONIC COMMUNICATION TO  
7 THE CONSUMER; AND

8 (II) AVAILABLE TO THE CONSUMER IMMEDIATELY OR AFTER THE  
9 CONSUMER COMPLETES A REASONABLE AUTHENTICATION PROTOCOL USED  
10 SOLELY TO CONFIRM THAT THE CONSUMER IS AUTHORIZED TO MAKE  
11 CHANGES TO THE ACCOUNT.

12 (3) IF A MATERIAL CHANGE OCCURS IN THE TERMS OF AN  
13 AUTOMATIC RENEWAL CONTRACT THAT HAS BEEN ACCEPTED BY A  
14 CONSUMER IN THIS STATE, THE PERSON SHALL PROVIDE TO THE CONSUMER,  
15 IN A MANNER THAT MAY BE RETAINED BY THE CONSUMER, A CLEAR AND  
16 CONSPICUOUS NOTICE OF THE MATERIAL CHANGE AND INFORMATION  
17 REGARDING CANCELLATION OF THE AUTOMATIC RENEWAL CONTRACT,  
18 INCLUDING INFORMATION CONCERNING THE MECHANISM DESCRIBED IN  
19 SUBSECTION (2)(d) OF THIS SECTION.

20 (4) (a) A PERSON THAT SELLS A GOOD OR SERVICE TO A CONSUMER  
21 PURSUANT TO AN AUTOMATIC RENEWAL CONTRACT SHALL NOTIFY THE  
22 CONSUMER THAT THE AUTOMATIC RENEWAL CONTRACT WILL  
23 AUTOMATICALLY RENEW OR CONTINUE UNLESS THE CONSUMER CANCELS  
24 THE AUTOMATIC RENEWAL CONTRACT. THE NOTICE MUST INFORM THE  
25 CONSUMER OF THE PROCESS FOR CANCELING THE AUTOMATIC RENEWAL  
26 CONTRACT, AND THE PROCESS MUST PROVIDE CLEAR AND ACCURATE  
27 INFORMATION ABOUT THE IDENTITY OF THE SENDER AND BE CONSISTENT



1 WITH SUBSECTION (2)(d) OF THIS SECTION. THE PERSON SHALL PROVIDE  
2 THE NOTICE BY:

- 3 (I) MAIL;
- 4 (II) E-MAIL; OR
- 5 (III) ANOTHER EASILY ACCESSIBLE FORM OF COMMUNICATION,  
6 SUCH AS A TEXT MESSAGE OR A MOBILE PHONE APPLICATION, IF THE  
7 CONSUMER SPECIFICALLY AUTHORIZES THE PERSON TO PROVIDE NOTICE IN  
8 SUCH FORM OR IF THE CONSUMER CUSTOMARILY USES SUCH FORM TO  
9 COMMUNICATE WITH THE PERSON.

10 (b) A PERSON THAT SELLS A GOOD OR SERVICE TO A CONSUMER  
11 PURSUANT TO AN AUTOMATIC RENEWAL CONTRACT SHALL SEND THE  
12 NOTICE DESCRIBED IN SUBSECTION (4)(a) OF THIS SECTION NO MORE THAN  
13 THIRTY DAYS BEFORE THE FIRST AUTOMATIC RENEWAL AND NO MORE  
14 THAN THIRTY DAYS BEFORE EACH AUTOMATIC RENEWAL THEREAFTER;  
15 EXCEPT THAT, IF THE INITIAL AUTOMATIC RENEWAL OR ANY SUBSEQUENT  
16 AUTOMATIC RENEWAL IS FOR A TERM OF LESS THAN TWELVE MONTHS, THE  
17 PERSON SHALL SEND THE NOTICE:

18 (I) AT LEAST ONCE IN THE THIRTY DAYS DIRECTLY PRECEDING THE  
19 FIRST AUTOMATIC RENEWAL THAT WOULD EXTEND THE CONTRACT  
20 BEYOND A CONTINUOUS TWELVE-MONTH PERIOD; AND

21 (II) AT LEAST THIRTY DAYS BEFORE EACH AUTOMATIC RENEWAL  
22 THAT OCCURS THEREAFTER OR, AT A MINIMUM, ONCE EACH TWELVE  
23 MONTHS.

24 (5) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE  
25 CONTRARY, THIS SECTION DOES NOT APPLY TO:

26 (a) A SERVICE PROVIDED BY A PERSON PURSUANT TO A FRANCHISE  
27 ISSUED BY A POLITICAL SUBDIVISION OF THE STATE OR A LICENSE,

1 FRANCHISE, CERTIFICATE, OR OTHER AUTHORIZATION ISSUED BY THE  
2 PUBLIC UTILITIES COMMISSION CREATED IN SECTION 40-2-101;

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

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

8 (d) A BANK OR BANK HOLDING COMPANY THAT IS LICENSED UNDER  
9 STATE OR FEDERAL LAW, OR A SUBSIDIARY OR AFFILIATE OF SUCH A BANK  
10 OR BANK HOLDING COMPANY;

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

13 (f) AN AIR CARRIER AS DEFINED IN AND REGULATED UNDER THE  
14 "FEDERAL AVIATION ACT OF 1958", 49 U.S.C. SEC. 40101 ET. SEQ., AS  
15 AMENDED, INCLUDING THE FEDERAL "AIRLINE DEREGULATION ACT OF  
16 1978", 49 U.S.C. SEC. 41713, AS AMENDED.

17 **SECTION 2. Act subject to petition - effective date -**  
18 **applicability.** (1) This act takes effect January 1, 2022; except that, if a  
19 referendum petition is filed pursuant to section 1 (3) of article V of the  
20 state constitution against this act or an item, section, or part of this act  
21 within the ninety-day period after final adjournment of the general  
22 assembly, then the act, item, section, or part will not take effect unless  
23 approved by the people at the general election to be held in November  
24 2022 and, in such case, will take effect on the date of the official  
25 declaration of the vote thereon by the governor.

26 (2) This act applies to dating service contracts and automatic

- 1 renewal contracts executed on or after the applicable effective date of this
- 2 act.