
THE GENERAL ASSEMBLY OF PENNSYLVANIA

HOUSE BILL

No. 2217 Session of
2015

INTRODUCED BY WHEATLEY, KINSEY AND MURT, JUNE 27, 2016

REFERRED TO COMMITTEE ON CONSUMER AFFAIRS, JUNE 27, 2016

AN ACT

1 Providing for social referral service contracts and for Internet
2 dating safety.

3 TABLE OF CONTENTS

4 Chapter 1. Preliminary Provisions

5 Section 101. Short title.

6 Section 102. Definitions.

7 Chapter 3. Social Referral Service Contracts

8 Section 301. Payments to social referral service provider.

9 Section 302. Social referral service contract requirements.

10 Section 303. Furnishing and cancellation of social referral
11 service contract.

12 Section 304. Dating Service Consumer Bill of Rights.

13 Section 305. Civil action.

14 Chapter 5. Internet Dating Safety

15 Section 501. Internet dating service provider duties.

16 Section 502. Civil action.

17 Chapter 7. Miscellaneous Provisions

18 Section 701. Applicability.

1 Section 702. Effective date.

2 The General Assembly of the Commonwealth of Pennsylvania
3 hereby enacts as follows:

4 CHAPTER 1
5 PRELIMINARY PROVISIONS

6 Section 101. Short title.

7 This act shall be known and may be cited as the Dating
8 Service Consumer Bill of Rights Act.

9 Section 102. Definitions.

10 The following words and phrases when used in this act shall
11 have the meanings given to them in this section unless the
12 context clearly indicates otherwise:

13 "Ancillary services." Goods or services directly or
14 indirectly related to or to be provided in connection with the
15 social referral service process, including, but not limited to,
16 photography, grooming, cosmetology, dating etiquette, dating
17 counseling or other services.

18 "Internet dating service." A person or entity directly or
19 indirectly in the business, for profit, of offering, promoting
20 or providing access to dating, relationship, compatibility,
21 matrimonial or social referral services principally on or
22 through the Internet.

23 "Internet service provider." Any person, business or
24 organization qualified to do business in this Commonwealth
25 that provides individuals, corporations or other entities with
26 the ability to connect to the Internet through equipment that is
27 located in this Commonwealth.

28 "Member." A customer, client or participant who submits
29 information to an Internet dating service as required to access
30 the service for the purpose of engaging in dating, relationship,

1 compatibility, matrimonial or social referral.

2 "Pennsylvania member." A member who provides a billing
3 address or zip code located within this Commonwealth when
4 registering with the service.

5 "Social referral service." Any service for a fee providing
6 matching of members, by use of computer or any other means, for
7 the purpose of dating and general social contact.

8 CHAPTER 3

9 SOCIAL REFERRAL SERVICE CONTRACTS

10 Section 301. Payments to social referral service provider.

11 (a) General rule.--No contract for social referral service
12 shall require payment by a purchaser of the service of more than
13 \$1,000. Services to be rendered to the purchaser under the
14 contract may extend over a period not to exceed two years from
15 the date the contract is entered into.

16 (b) Ancillary service.--No social referral service provider
17 shall require the purchase of an ancillary service by a
18 purchaser of the service as a condition of entering into a
19 social referral service contract with the provider.

20 Section 302. Social referral service contract requirements.

21 (a) Number of social service referrals.--The following shall
22 apply:

23 (1) Every contract for social referral service which
24 requires payment by the purchaser of the service of a total
25 amount in excess of \$25 shall provide that the provider must
26 furnish to the purchaser a specified number of social
27 referrals per month.

28 (2) Every contract for social referral service
29 which requires payment by the purchaser of the service of a
30 total amount in excess of \$25 shall provide that if

1 the provider does not furnish to the purchaser the specified
2 certain number of social referrals for two or more successive
3 months, the purchaser shall have the option to cancel the
4 contract and to receive a refund of all money paid under the
5 canceled contract. Notwithstanding the foregoing, the
6 provider shall be entitled to retain 15% of the cash price or
7 a pro rata amount for the number of referrals furnished to
8 the purchaser, whichever is greater, as a cancellation fee.

9 (b) Determination of cancellation fee.--Every contract for
10 social referral service shall set forth in the contract and in
11 the bill of rights the manner in which the service provider
12 determines its cancellation fee.

13 (c) Sale, assignment or transfer of contract.--Every
14 contract for social referral service shall provide that the
15 provider will not, without the prior written consent of the
16 purchaser, sell, assign or otherwise transfer for business or
17 for any other purpose to any person any information and material
18 of a personal or private nature acquired from a purchaser
19 directly or indirectly, including, but not limited to, answers
20 to tests and questionnaires, photographs or background
21 information.

22 (d) Suspension of membership.--Every contract for a social
23 referral service shall provide each purchaser with the
24 unilateral right to place his or her membership on hold for a
25 period of up to one year. The purchaser and provider may
26 mutually agree to a longer period not to exceed two years. To
27 exercise the unilateral right provided under this subsection,
28 a purchaser must notify the provider in writing of his or her
29 intent to do so.

30 (e) Return of personal or private information and

1 material.--Every contract for social referral service shall
2 provide that at the expiration of the contract or at the
3 expiration of services rendered by the provider, for any reason,
4 all information and material of a personal or private nature
5 acquired from a purchaser directly or indirectly, including,
6 but not limited to, answers to tests and questionnaires,
7 photographs or background information, shall be promptly
8 returned by the seller to the purchaser by certified mail.

9 (f) Cancellation period.--Every contract for social referral
10 service shall provide that the contract may be canceled without
11 a cancellation fee within three business days after the date of
12 receipt by the buyer of a copy of the written contract.

13 (g) Distance.--Every contract for social referral service
14 shall specify the distance which the buyer is willing to travel
15 to meet any social referral. No social referral shall be
16 furnished by the seller to the buyer if either the buyer or the
17 social referral reside at a distance further than the distance
18 specified in either the buyer's or social referral's contracts.

19 (h) Relocation outside service area.--Every social referral
20 service provider must establish and administer a fair
21 and reasonable policy for the situation in which a purchaser
22 moves to permanently reside at a location outside the service
23 area of the provider. This policy must be set forth in every
24 contract for social referral service.

25 Section 303. Furnishing and cancellation of social referral
26 service contract.

27 (a) General rule.--In every social referral service sale,
28 the provider shall furnish to the buyer a fully completed copy
29 of the contract pertaining to such sale at the time of its
30 execution, which is in the same language as that principally

1 used in the oral sales presentation and which shows the date of
2 the transaction and contains the name and address of the
3 provider, and in the immediate proximity to the space reserved
4 in the contract for the signature of the buyer and in not less
5 than ten-point boldface type, a statement in substantially the
6 following form:

7 YOU, THE BUYER, MAY CANCEL THIS CONTRACT
8 WITHOUT ANY CANCELLATION FEE WITHIN THREE (3)
9 BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT. SEE
10 THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN
11 EXPLANATION OF THIS RIGHT.

12 (b) Delivery of notice of cancellation.--Notice of
13 cancellation shall be delivered by certified or registered
14 United States mail at the address specified in the contract.

15 (c) Contents of notice of cancellation.--At the time the
16 buyer signs the social referral service contract, a completed
17 form in duplicate, captioned "NOTICE OF CANCELLATION," which
18 shall be attached to the contract and easily detachable and
19 which shall contain in not less than ten-point boldface type the
20 following information and statements in the same language as
21 that used in the contract:

22 NOTICE OF CANCELLATION

23 (enter date of transaction)

24 (Date)

25 YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION,
26 WITHIN THREE (3) BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT
27 BY MAILING THIS SIGNED AND DATED NOTICE OF CANCELLATION, BY
28 CERTIFIED OR REGISTERED UNITED STATES MAIL, TO THE SELLER AT THE
29 ADDRESS SPECIFIED HEREIN. IF YOU CANCEL, ANY PAYMENTS MADE BY
30 YOU UNDER THE CONTRACT WILL BE RETURNED WITHIN TEN (10) BUSINESS

1 DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION
2 NOTICE. TO CANCEL THIS TRANSACTION, SEND BY CERTIFIED OR
3 REGISTERED UNITED STATES MAIL, A SIGNED AND DATED COPY OF THIS
4 CANCELLATION NOTICE TO:

5 (Name of Seller) NOT LATER THAN _____

6 _____

7 (Address of Seller) (Date)

8 _____

9 Section 304. Dating Service Consumer Bill of Rights.

10 In every social referral service sale or renewal, the
11 provider shall provide each purchaser with a clear and
12 conspicuous, separate written notice, to be known as the "Dating
13 Service Consumer Bill of Rights," which shall contain at least
14 the following information:

15 Dating Service Consumer Bill of Rights

16 (1) No social referral service contract shall require
17 the payment by you, the purchaser, of an amount greater than
18 \$1,000. In addition, no such contract may extend over a
19 period of time greater than two years.

20 (2) No social referral service contract shall require
21 you, the purchaser, to purchase a good or service which is
22 directly or indirectly related to the social referral
23 service. These extra services are known as ancillary services
24 and, while these ancillary services may be offered to you,
25 the law prohibits the seller from requiring that you purchase
26 this service as a condition of your social referral service
27 contract.

28 (3) If your social referral service contract costs more
29 than \$25, the seller must furnish a minimum number of
30 referrals per month to you. If this minimum amount is not

1 furnished to you for two successive months, you have the
2 option of canceling the contract and receiving a full refund
3 of all the money you paid, less a cancellation fee which
4 cannot exceed either 15% of the cash price or a pro rata
5 amount for the number of referrals furnished to you.

6 (4) Your social referral service contract must specify
7 the distance which you, the purchaser, are willing to
8 travel to meet any social referral. No social referrals
9 shall be furnished where you and the referral live at a
10 distance greater than the distance specified in the contract.

11 (5) The provider must have an established policy to
12 address the situation of your moving outside the area it
13 services. This policy must be explained in your contract.

14 (6) If any provision of the social referral service
15 contract is violated, you have the right to bring a court
16 action against the provider which has violated the contract.

17 Section 305. Civil action.

18 (a) General rule.--Any person who has been injured by reason
19 of a violation of this chapter may bring an action in his or her
20 own name to enjoin such violation, an action to recover his or
21 her actual damages or \$50, whichever is greater, or both such
22 actions.

23 (b) Attorney General.--Whenever there shall be a violation
24 of this chapter, an application may be made by the Attorney
25 General in the name of the people of the Commonwealth of
26 Pennsylvania to a court having jurisdiction to issue an
27 injunction, and upon notice to the defendant of not less than
28 five days, to enjoin and restrain the continuance of such
29 violations; and if it shall appear to the satisfaction of the
30 court that the defendant has, in fact, violated this chapter, an

1 injunction may be issued by such court enjoining and restraining
2 any further violation, without requiring proof that any person
3 has, in fact, been injured or damaged thereby. Whenever a court
4 shall determine that a violation of this chapter occurred, the
5 court may impose a civil penalty of not more than \$1,000 for
6 each violation.

7 (c) Cities of the first class.--In cities of the first
8 class, the provisions of this chapter may be enforced
9 concurrently with the Attorney General by the director of the
10 consumer affairs office of the city of the first class. A city
11 of the first class may also require social referral
12 services to be licensed. Licensing requirements may be
13 promulgated as are reasonably necessary to effectuate
14 licensure. A city of the first class may not impose substantive
15 requirements that are inconsistent with or more restrictive
16 than those set forth in this chapter. Any fee for a license may
17 not exceed \$340 for a two-year period.

18 CHAPTER 5

19 INTERNET DATING SAFETY

20 Section 501. Internet dating service provider duties.

21 (a) General rule.--An internet dating service provider
22 offering services to Pennsylvania members shall provide safety
23 awareness notification that includes, at minimum, a list and
24 description of safety measures reasonably designed to increase
25 awareness of safer dating practices in a clear and conspicuous
26 manner. Such notification shall include, but not be limited to,
27 the following statements or substantially similar statements:

28 (1) "There is no substitute for acting with caution when
29 communicating with any stranger who wants to meet you."

30 (2) "Never include your last name, e-mail address, home

1 address, phone number, place of work or any other
2 identifying information in your Internet profile or initial
3 e-mail messages. Stop communicating with anyone who
4 pressures you for personal or financial information or
5 attempts in any way to trick you into revealing it."

6 (3) "If you choose to have a face-to-face meeting with
7 another member, always tell someone in your family or a
8 friend where you are going and when you will return. Never
9 agree to be picked up at your home. Always provide your own
10 transportation to and from your date and meet in a public
11 place with many people around."

12 (b) Time of notification.--Such notification shall be
13 given at the time a Pennsylvania member registers with the
14 service and by way of a link on the publicly accessible Internet
15 website, or the first entry point, of the service.

16 Section 502. Civil action.

17 (a) General rule.--The Attorney General may bring an action
18 against an Internet dating service that violates the provisions
19 of this chapter:

20 (1) to enjoin further violation of the provisions of
21 this chapter; and

22 (2) to recover up to \$250 for each Pennsylvania member
23 registered with the Internet dating service during the time
24 period that the Internet dating service was in violation of
25 this chapter.

26 (b) Increase in damages.--In an action under subsection (a)
27 (2), a court may increase the damages up to three times the
28 damages permitted where the defendant has been found to have
29 engaged in a pattern and practice of violating the provisions of
30 this chapter.

1 (c) Nonliability.--No Internet dating service shall be
2 deemed to have violated the provisions of this chapter if such
3 Internet dating service shows, by a preponderance of the
4 evidence, that the violation was not intentional and resulted
5 from a bona fide error made notwithstanding the maintenance of
6 procedures reasonably adopted to avoid such error.

7 (d) Nonviolation.--An Internet service provider does not
8 violate this chapter solely as a result of serving as an
9 intermediary for the transmission of electronic messages between
10 members of an Internet dating service.

11 (e) Construction.--Nothing in this section shall be
12 construed to restrict any right which any person may have under
13 any other statute or common law.

14 CHAPTER 7

15 MISCELLANEOUS PROVISIONS

16 Section 701. Applicability.

17 This act shall apply to all contracts entered into on or
18 after the effective date of this section.

19 Section 702. Effective date.

20 This act shall take effect in 60 days.