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SENATE BILL NO. 1356

Offered January 13, 2025

Prefiled January 13, 2025

A BILL to amend and reenact §§ 55.1-1208, 59.1-199, and 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia, relating to fees for electronic fund transfers; prohibited.

Patrons—Srinivasan and Salim

Referred to Committee on Commerce and Labor

Be it enacted by the General Assembly of Virginia:

1. That §§ 55.1-1208, 59.1-199, and 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia are amended and reenacted as follows:

§ 55.1-1208. Prohibited provisions in rental agreements; prohibited fees.

A. A rental agreement shall not contain provisions that the tenant:

1. Agrees to waive or forgo rights or remedies under this chapter;

2. Agrees to waive or forgo rights or remedies pertaining to the 120-day conversion or rehabilitation notice required in the Virginia Condominium Act (§ 55.1-1900 et seq.) or the Virginia Real Estate Cooperative Act (§ 55.1-2100 et seq.) or under § 55.1-1410;

3. Authorizes any person to confess judgment on a claim arising out of the rental agreement;

4. Agrees to pay the landlord's attorney fees except as provided in this chapter;

5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or to indemnify the landlord for that liability or any associated costs;

6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any lawful possession of a firearm within individual dwelling units unless required by federal law or regulation;

7. Agrees to the payment of a security deposit, insurance premiums for damage insurance, and insurance premiums for renter's insurance prior to the commencement of the tenancy that exceed the amount of two months' periodic rent; or

8. Agrees to waive remedies or rights under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et seq., prior to the occurrence of a dispute between landlord and tenant. Execution of leases shall not be contingent upon the execution of a waiver of rights under the Servicemembers Civil Relief Act; however, upon the occurrence of any dispute, the landlord and tenant may execute a waiver of such rights and remedies as to that dispute in order to facilitate a resolution.

B. No landlord shall charge the tenant any transaction or processing fee or similar surcharge for the use of an electronic fund transfer, as that term is defined in 12 C.F.R. § 1005.3, for the payment of a security deposit, rent, or any other amounts payable.

C. Any provision prohibited by subsection A this section that is included in a rental agreement is unenforceable. If a landlord brings an action to enforce any such provision, the tenant may recover actual damages sustained by him and reasonable attorney fees.

§ 59.1-199. Exclusions.

Nothing in this chapter shall apply to:

1. Any aspect of a consumer transaction which aspect is authorized under laws or regulations of the Commonwealth or the United States, or the formal advisory opinions of any regulatory body or official of the Commonwealth or the United States.

2. Acts done by the publisher, owner, agent, or employee of a newspaper, periodical, or radio or television station, or other advertising media such as outdoor advertising and advertising agencies, in the publication or dissemination of an advertisement in violation of § 59.1-200, unless it be proved that such person knew that the advertisement was of a character prohibited by § 59.1-200.

3. Those Except as provided in subdivision A 83 of § 59.1-200, those aspects of a consumer transaction that are regulated by the Federal Consumer Credit Protection Act, 15 U.S.C. § 1601 et seq.

4. Banks, savings institutions, credit unions, small loan companies, public service corporations, mortgage lenders as defined in § 6.2-1600, broker-dealers as defined in § 13.1-501, gas suppliers as defined in subsection E of § 56-235.8, and insurance companies regulated and supervised by the State Corporation Commission or a comparable federal regulating body.

5. Any aspect of a consumer transaction that is subject to the Virginia Residential Landlord and Tenant Act (§ 55.1-1200 et seq.) or Chapter 14 (§ 55.1-1400 et seq.) of Title 55.1, unless the act or practice of a landlord constitutes a misrepresentation or fraudulent act or practice under § 59.1-200.

6. Real estate licensees who are licensed under Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1, unless the act or practice of the licensee constitutes a violation of law under the Unfair Real Estate Service Agreement

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59 Act (§ 55.1-3200 et seq.).

60 7. Residential home sales between natural persons involving the seller's private residence.

61 **§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.**

62 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
63 transaction are hereby declared unlawful:

64 1. Misrepresenting goods or services as those of another;

65 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

66 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
67 with another;

68 4. Misrepresenting geographic origin in connection with goods or services;

69 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
70 benefits;

71 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

72 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
73 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
74 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
75 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
76 "not first class";

77 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
78 price or upon the terms advertised.

79 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
80 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
81 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
82 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
83 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
84 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
85 reasonably expected to have at least such quantity or amount for sale;

86 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
87 price reductions;

88 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
89 installed;

90 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
91 for merchandise or services previously ordered;

92 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
93 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
94 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
95 goods or services advertised or offered for sale;

96 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
97 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
98 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
99 statutes or regulations;

100 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
101 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
102 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
103 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
104 consumer transaction;

105 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
106 with a consumer transaction;

107 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
108 or 3.2-6519 is a violation of this chapter;

109 16. Failing to disclose all conditions, charges, or fees relating to:

110 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
111 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
112 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
113 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
114 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
115 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
116 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
117 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
118 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
119 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor

120 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
 121 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
 122 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
 123 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

124 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
 125 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
 126 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
 127 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

128 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
 129 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
 130 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
 131 overpayments. If the credit balance information is incorporated into statements of account furnished  
 132 consumers by suppliers within such 60-day period, no separate or additional notice is required;

133 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
 134 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

135 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

136 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

137 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

138 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17  
 139 et seq.);

140 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

141 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et  
 142 seq.);

143 24. Violating any provision of § 54.1-1505;

144 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
 145 (§ 59.1-207.34 et seq.);

146 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

147 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

148 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

149 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

150 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et  
 151 seq.);

152 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

153 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

154 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

155 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

156 35. Using the consumer's social security number as the consumer's account number with the supplier, if  
 157 the consumer has requested in writing that the supplier use an alternate number not associated with the  
 158 consumer's social security number;

159 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

160 37. Violating any provision of § 8.01-40.2;

161 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;

162 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);

163 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;

164 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
 165 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §  
 166 59.1-526;

167 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

168 43. Violating any provision of § 59.1-443.2;

169 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

170 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

171 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

172 47. Violating any provision of § 18.2-239;

173 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

174 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
 175 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
 176 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
 177 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
 178 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
 179 products that are used, secondhand or "seconds";

180 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);

181 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;

- 182 52. Violating any provision of § 8.2-317.1;
- 183 53. Violating subsection A of § 9.1-149.1;
- 184 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
185 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
186 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
187 drywall has been permanently installed or affixed;
- 188 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
189 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
190 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
191 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
192 seq.) of Title 54.1;
- 193 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 194 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 195 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
196 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
197 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 198 59. Violating any provision of subsection E of § 32.1-126;
- 199 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
200 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 201 61. Violating any provision of § 2.2-2001.5;
- 202 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 203 63. Violating any provision of § 6.2-312;
- 204 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 205 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 206 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 207 67. Knowingly violating any provision of § 8.01-27.5;
- 208 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
209 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
210 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
211 obligation to pay for the goods or services;
- 212 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
213 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
214 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
215 compound into a different compound by adding or subtracting molecules to or from the original compound.  
216 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
217 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
218 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 219 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
220 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
221 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
222 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
223 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 224 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
225 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
226 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an  
227 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
228 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
229 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
230 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
231 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
232 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
233 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
234 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
235 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
236 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
237 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 238 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §  
239 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that  
240 depicts or is in the shape of a human, animal, vehicle, or fruit;
- 241 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
242 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper

243 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
244 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
245 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
246 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

247 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
248 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
249 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
250 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
251 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
252 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

253 75. Violating any provision of § 59.1-466.8;

254 76. Violating subsection F of § 36-96.3:1;

255 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
256 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
257 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
258 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
259 plant *Mitragyna speciosa* or any extract thereof;

260 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
261 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
262 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
263 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
264 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
265 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
266 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
267 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
268 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
269 location;

270 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
271 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
272 such good or provision of any such continuous service;

273 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

274 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
275 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
276 Cleaning and Restoration Certification (IICRC); ~~and~~

277 82. Willfully violating any provision of § 59.1-444.4; *and*

278 83. *Charging any transaction or processing fee or similar surcharge to a consumer for the use of an*  
279 *electronic fund transfer, as that term is defined in 12 C.F.R. § 1005.3, for payment for the purchase of a good*  
280 *or service. The provisions of this subdivision shall not apply (i) to the withdrawal of funds from an automated*  
281 *teller machine or (ii) in cases where the service is to expedite an electronic fund transfer.*

282 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
283 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
284 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
285 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

286 **§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

287 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
288 transaction are hereby declared unlawful:

- 289 1. Misrepresenting goods or services as those of another;
- 290 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
- 291 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
292 with another;

293 4. Misrepresenting geographic origin in connection with goods or services;

294 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
295 benefits;

296 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

297 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
298 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfections, or "not first class," without clearly  
299 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
300 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfections, or  
301 "not first class";

302 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
303 price or upon the terms advertised.

304 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant

305 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
306 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
307 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
308 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
309 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
310 reasonably expected to have at least such quantity or amount for sale;

311 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
312 price reductions;

313 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
314 installed;

315 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
316 for merchandise or services previously ordered;

317 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
318 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
319 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
320 goods or services advertised or offered for sale;

321 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
322 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
323 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
324 statutes or regulations;

325 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
326 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
327 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
328 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
329 consumer transaction;

330 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
331 with a consumer transaction;

332 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
333 or 3.2-6519 is a violation of this chapter;

334 16. Failing to disclose all conditions, charges, or fees relating to:

335 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
336 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
337 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
338 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
339 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
340 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
341 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
342 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
343 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
344 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
345 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
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348 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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350 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
351 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
352 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

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355 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
356 overpayments. If the credit balance information is incorporated into statements of account furnished  
357 consumers by suppliers within such 60-day period, no separate or additional notice is required;

358 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
359 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

360 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

361 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

362 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

363 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17  
364 et seq.);

365 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

366 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et

- 367 seq.);
- 368 24. Violating any provision of § 54.1-1505;
- 369 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
- 370 (§ 59.1-207.34 et seq.);
- 371 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 372 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 373 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 374 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 375 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
- 376 seq.);
- 377 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 378 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 379 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 380 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 381 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 382 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 383 consumer's social security number;
- 384 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 385 37. Violating any provision of § 8.01-40.2;
- 386 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 387 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 388 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 389 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
- 390 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
- 391 59.1-526;
- 392 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 393 43. Violating any provision of § 59.1-443.2;
- 394 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 395 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 396 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 397 47. Violating any provision of § 18.2-239;
- 398 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 399 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 400 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 401 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 402 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 403 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 404 products that are used, secondhand or "seconds";
- 405 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 406 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 407 52. Violating any provision of § 8.2-317.1;
- 408 53. Violating subsection A of § 9.1-149.1;
- 409 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 410 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 411 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 412 drywall has been permanently installed or affixed;
- 413 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 414 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
- 415 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
- 416 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
- 417 seq.) of Title 54.1;
- 418 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 419 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 420 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 421 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 422 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 423 59. Violating any provision of subsection E of § 32.1-126;
- 424 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 425 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 426 61. Violating any provision of § 2.2-2001.5;
- 427 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 428 63. Violating any provision of § 6.2-312;

- 429 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 430 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 431 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 432 67. Knowingly violating any provision of § 8.01-27.5;
- 433 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 434 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 435 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 436 obligation to pay for the goods or services;
- 437 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 438 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 439 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 440 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 441 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 442 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 443 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 444 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 445 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 446 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 447 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 448 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 449 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 450 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 451 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an
- 452 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 453 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 454 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 455 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
- 456 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
- 457 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
- 458 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
- 459 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
- 460 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 461 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 462 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 463 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
- 464 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that
- 465 depicts or is in the shape of a human, animal, vehicle, or fruit;
- 466 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 467 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
- 468 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
- 469 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
- 470 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
- 471 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;
- 472 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
- 473 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
- 474 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 475 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
- 476 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
- 477 1, 2023, provided that the person provides documentation of the date of manufacture if requested;
- 478 75. Violating any provision of § 59.1-466.8;
- 479 76. Violating subsection F of § 36-96.3:1;
- 480 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any
- 481 kratom product that does not include a label listing all ingredients and with the following guidance: "This
- 482 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,
- 483 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the
- 484 plant *Mitragyna speciosa* or any extract thereof;
- 485 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved
- 486 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted
- 487 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,
- 488 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not
- 489 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the

490 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
491 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
492 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
493 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
494 location;

495 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
496 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
497 such good or provision of any such continuous service;

498 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

499 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
500 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
501 Cleaning and Restoration Certification (IICRC);

502 82. Willfully violating any provision of § 59.1-444.4; ~~and~~

503 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.); *and*

504 84. *Charging any transaction or processing fee or similar surcharge to a consumer for the use of an*  
505 *electronic fund transfer, as that term is defined in 12 C.F.R. § 1005.3, for payment for the purchase of a good*  
506 *or service. The provisions of this subdivision shall not apply (i) to the withdrawal of funds from an automated*  
507 *teller machine or (ii) in cases where the service is to expedite an electronic fund transfer.*

508 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
509 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
510 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
511 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.