

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 59.1-198 and 59.1-200, as it is currently effective and as it shall become*
 3 *effective, of the Code of Virginia, relating to Virginia Consumer Protection Act; prohibited practices;*
 4 *obtaining, disclosing, etc., reproductive or sexual health information without consumer consent.*

5 [S 754]

6 Approved

7 **Be it enacted by the General Assembly of Virginia:**

8 **1. That §§ 59.1-198 and 59.1-200, as it is currently effective and as it shall become effective, of the Code**
 9 **of Virginia are amended and reenacted as follows:**

10 **§ 59.1-198. Definitions.**

11 As used in this chapter, *unless the context requires a different meaning:*

12 "Business opportunity" means the sale of any products, equipment, supplies, or services ~~which~~ *that* are
 13 sold to an individual for the purpose of enabling such individual to start a business to be operated out of his
 14 residence, but does not include a business opportunity ~~which~~ *that* is subject to the Business Opportunity Sales
 15 Act; ~~Chapter 24~~ (§ 59.1-262 et seq.) ~~of this title.~~

16 "Children's product" means a consumer product designed or intended primarily for children 12 years of
 17 age or younger. In determining whether a consumer product is primarily intended for a child 12 years of age
 18 or younger, the following factors shall be considered:

19 1. A statement by a manufacturer about the intended use of such product, including a label on such
 20 product if such statement is reasonable;

21 2. Whether the product is represented in its packaging, display, promotion, or advertising as appropriate
 22 for use by children 12 years of age or younger;

23 3. Whether the product is commonly recognized by consumers as being intended for use by a child 12
 24 years of age or younger; and

25 4. The Age Determination Guidelines issued by the staff of the Consumer Products Safety Commission in
 26 September 2002, and any successor to such guidelines.

27 "*Consent*" means the same as that term is defined in § 59.1-575.

28 "Consumer transaction" means:

29 1. The advertisement, sale, lease, license, or offering for sale, lease, or license, of goods or services to be
 30 used primarily for personal, family, or household purposes;

31 2. Transactions involving the advertisement, offer, or sale to an individual of a business opportunity that
 32 requires both his expenditure of money or property and his personal services on a continuing basis and in
 33 which he has not been previously engaged;

34 3. Transactions involving the advertisement, offer, or sale to an individual of goods or services relating to
 35 the individual's finding or obtaining employment;

36 4. A layaway agreement, whereby part or all of the price of goods is payable in one or more payments
 37 subsequent to the making of the layaway agreement and the supplier retains possession of the goods and
 38 bears the risk of their loss or damage until the goods are paid in full according to the layaway agreement;

39 5. Transactions involving the advertisement, sale, lease, or license, or the offering for sale, lease, or
 40 license, of goods or services to a church or other religious body; and

41 6. Transactions involving the advertisement of legal services that contain information about the results of
 42 a state or federal survey, inspection, or investigation of a nursing home or certified nursing facility as
 43 described in subsection E of § 32.1-126.

44 "Cure offer" means a written offer of one or more things of value, including but not limited to the
 45 payment of money, that is made by a supplier and that is delivered to a person claiming to have suffered a
 46 loss as a result of a consumer transaction or to the attorney for such person. A cure offer shall be reasonably
 47 calculated to remedy a loss claimed by the person and it shall include a minimum additional amount equaling
 48 10 percent of the value of the cure offer or \$500, whichever is greater, as compensation for inconvenience,
 49 any attorney's or other fees, expenses, or other costs of any kind that such person may incur in relation to
 50 such loss; provided, however, that the minimum additional amount need not exceed \$4,000.

51 "Defective drywall" means drywall, or similar building material composed of dried gypsum-based plaster,
 52 that (i) as a result of containing the same or greater levels of strontium sulfide that has been found in drywall
 53 manufactured in the People's Republic of China and imported into the United States between 2004 and 2007
 54 is capable, when exposed to heat, humidity, or both, of releasing sulfur dioxide, hydrogen sulfide, carbon
 55 disulfide, or other sulfur compounds into the air or (ii) has been designated by the U.S. Consumer Product
 56 Safety Commission as a product with a product defect that constitutes a substantial product hazard within the

57 meaning of § 15(a)(2) of the Consumer Product Safety Act (15 U.S.C. § 2064 (a)(2)).

58 "Goods" means all real, personal, or mixed property, tangible or intangible. For purposes of this chapter,
59 intangible property includes but shall not be limited to "computer information" and "informational rights" in
60 computer information as defined in § 59.1-501.2.

61 "Person" means any natural person, corporation, trust, partnership, association, and any other legal entity.

62 "*Reproductive or sexual health information*" means information relating to the past, present, or future
63 reproductive or sexual health of an individual, including:

64 1. Efforts to research or obtain reproductive or sexual health information services or supplies, including
65 location information that may indicate an attempt to acquire such services or supplies;

66 2. Reproductive or sexual health conditions, status, diseases, or diagnoses, including pregnancy,
67 menstruation, ovulation, ability to conceive a pregnancy, whether an individual is sexually active, and
68 whether an individual is engaging in unprotected sex;

69 3. Reproductive and sexual health-related surgeries and procedures, including termination of a
70 pregnancy;

71 4. Use or purchase of contraceptives, birth control, or other medication related to reproductive health,
72 including abortifacients;

73 5. Bodily functions, vital signs, measurements, or symptoms related to menstruation or pregnancy,
74 including basal temperature, cramps, bodily discharge, or hormone levels;

75 6. Any information about diagnoses or diagnostic testing, treatment, or medications, or the use of any
76 product or service relating to the matters described in subdivisions 1 through 5; and

77 7. Any information described in subdivisions 1 through 6 that is derived or extrapolated from non-health-
78 related information such as proxy, derivative, inferred, emergent, or algorithmic data.

79 "*Reproductive or sexual health information*" does not include health information that is protected under
80 the federal Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), health
81 records for the purposes of Title 32.1, or patient-identifying records for the purposes of 42 U.S.C. § 290dd-2.

82 "Services" includes but ~~shall~~ is not be limited to (i) work performed in the business or occupation of the
83 supplier, (ii) work performed for the supplier by an agent whose charges or costs for such work are
84 transferred by the supplier to the consumer or purchaser as an element of the consumer transaction, or (iii) the
85 subject of an "access contract" as defined in § 59.1-501.2.

86 "Supplier" means a seller, lessor, licensor, or professional ~~who~~ that advertises, solicits, or engages in
87 consumer transactions, or a manufacturer, distributor, or licensor ~~who~~ that advertises and sells, leases, or
88 licenses goods or services to be resold, leased, or sublicensed by other persons in consumer transactions.

89 **§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.**

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

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

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

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

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

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

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

100 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
101 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
102 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
103 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
104 "not first class";

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

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

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

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

118 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill

119 for merchandise or services previously ordered;

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

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

128 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
129 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
130 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
131 provide, use, or include the statement, disclosure, notice, or other information in connection with the
132 consumer transaction;

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

135 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,
136 or 3.2-6519 is a violation of this chapter;

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

138 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
139 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
140 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
141 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
142 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
143 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
144 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
145 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
146 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
147 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
148 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
149 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
150 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
151 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

156 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
157 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
158 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
159 overpayments. If the credit balance information is incorporated into statements of account furnished
160 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

172 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
173 (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

- 181 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 182 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 183 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 184 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 185 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 186 consumer's social security number;
- 187 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 188 37. Violating any provision of § 8.01-40.2;
- 189 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 190 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 191 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 192 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
- 193 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
- 194 59.1-526;
- 195 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 196 43. Violating any provision of § 59.1-443.2;
- 197 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 198 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 199 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 200 47. Violating any provision of § 18.2-239;
- 201 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 202 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 203 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 204 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 205 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 206 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 207 products that are used, secondhand or "seconds";
- 208 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 209 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 210 52. Violating any provision of § 8.2-317.1;
- 211 53. Violating subsection A of § 9.1-149.1;
- 212 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 213 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 214 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 215 drywall has been permanently installed or affixed;
- 216 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 217 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
- 218 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
- 219 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
- 220 seq.) of Title 54.1;
- 221 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 222 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 223 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 224 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 225 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 226 59. Violating any provision of subsection E of § 32.1-126;
- 227 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 228 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 229 61. Violating any provision of § 2.2-2001.5;
- 230 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 231 63. Violating any provision of § 6.2-312;
- 232 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 233 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 234 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 235 67. Knowingly violating any provision of § 8.01-27.5;
- 236 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 237 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 238 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 239 obligation to pay for the goods or services;
- 240 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 241 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 242 derivative" means a chemical compound produced by man through a chemical transformation to turn a

243 compound into a different compound by adding or subtracting molecules to or from the original compound.
244 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
245 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
246 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

247 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
248 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
249 to 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.) or (ii) be construed to prohibit any conduct permitted under Chapter
251 16 (§ 4.1-1600 et seq.) of Title 4.1;

252 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
253 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
254 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
255 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
256 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
257 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
258 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
259 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
260 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
261 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
262 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
263 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
264 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
265 16 (§ 4.1-1600 et seq.) of Title 4.1;

266 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
267 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that
268 depicts or is in the shape of a human, animal, vehicle, or fruit;

269 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
270 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
271 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
272 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
273 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
274 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

275 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
276 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
277 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
278 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
279 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
280 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

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

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

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

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

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

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

306 83. *Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual*
 307 *health information without the consent of the consumer.*

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

312 **§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

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

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

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

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

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

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

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

323 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 324 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 325 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 326 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
 327 "not first class";

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

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

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

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

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

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

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

351 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
 352 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
 353 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
 354 provide, use, or include the statement, disclosure, notice, or other information in connection with the
 355 consumer transaction;

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

358 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,
 359 or 3.2-6519 is a violation of this chapter;

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

361 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
 362 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
 363 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
 364 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
 365 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
 366 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of

367 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
 368 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
 369 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
 370 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
 371 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
 372 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
 373 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
 374 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

379 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
 380 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
 381 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
 382 overpayments. If the credit balance information is incorporated into statements of account furnished
 383 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

395 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
 396 (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

415 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
 416 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
 417 59.1-526;

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

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

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

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

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

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

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

425 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
 426 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
 427 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
 428 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the

429 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
430 products that are used, secondhand or "seconds";

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

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

433 52. Violating any provision of § 8.2-317.1;

434 53. Violating subsection A of § 9.1-149.1;

435 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
436 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
437 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
438 drywall has been permanently installed or affixed;

439 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
440 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
441 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
442 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
443 seq.) of Title 54.1;

444 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

445 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;

446 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
447 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
448 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

449 59. Violating any provision of subsection E of § 32.1-126;

450 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
451 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

452 61. Violating any provision of § 2.2-2001.5;

453 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

454 63. Violating any provision of § 6.2-312;

455 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

456 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

457 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

458 67. Knowingly violating any provision of § 8.01-27.5;

459 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
460 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
461 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
462 obligation to pay for the goods or services;

463 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
464 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
465 derivative" means a chemical compound produced by man through a chemical transformation to turn a
466 compound into a different compound by adding or subtracting molecules to or from the original compound.
467 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
468 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
469 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

470 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
471 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
472 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
473 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
474 16 (§ 4.1-1600 et seq.) of Title 4.1;

475 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
476 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
477 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
478 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
479 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
480 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
481 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
482 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
483 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
484 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
485 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
486 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
487 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
488 16 (§ 4.1-1600 et seq.) of Title 4.1;

489 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
490 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that

491 depicts or is in the shape of a human, animal, vehicle, or fruit;

492 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 493 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
 494 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
 495 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
 496 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
 497 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

498 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
 499 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
 500 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
 501 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
 502 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
 503 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

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

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

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

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

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

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

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

530 84. *Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual*
 531 *health information without the consent of the consumer.*

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