

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 59.1-200, as it is currently effective and as it shall become effective,*
 3 *59.1-586, and 59.1-587 of the Code of Virginia and to amend the Code of Virginia by adding in Title 59.1*
 4 *a chapter numbered 58, consisting of sections numbered 59.1-607 through 59.1-610, relating to Virginia*
 5 *Consumer Protection Act; prohibited practices; mandatory fees or surcharges disclosure.*

6 [S 1212]

7 Approved

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

9 **1. That §§ 59.1-200, as it is currently effective and as it shall become effective, 59.1-586, and 59.1-587 of**
 10 **the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding**
 11 **in Title 59.1 a chapter numbered 58, consisting of sections numbered 59.1-607 through 59.1-610, as**
 12 **follows:**

13 **§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.**

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

16 1. Misrepresenting goods or services as those of another;
 17 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
 18 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,
 19 with another;

20 4. Misrepresenting geographic origin in connection with goods or services;
 21 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or
 22 benefits;

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

24 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 25 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 26 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 27 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
 28 "not first class";

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

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

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

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

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

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

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

52 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
 53 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
 54 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
 55 provide, use, or include the statement, disclosure, notice, or other information in connection with the
 56 consumer transaction;

- 57 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection
58 with a consumer transaction;
- 59 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,
60 or 3.2-6519 is a violation of this chapter;
- 61 16. Failing to disclose all conditions, charges, or fees relating to:
- 62 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
63 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
64 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
65 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
66 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
67 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
68 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
69 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
70 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
71 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
72 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
73 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
74 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
75 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;
- 76 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of
77 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the
78 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure
79 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;
- 80 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
81 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
82 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
83 overpayments. If the credit balance information is incorporated into statements of account furnished
84 consumers by suppliers within such 60-day period, no separate or additional notice is required;
- 85 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
86 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;
- 87 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);
- 88 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 89 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 90 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
91 et seq.);
- 92 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 93 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
94 seq.);
- 95 24. Violating any provision of § 54.1-1505;
- 96 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
97 (§ 59.1-207.34 et seq.);
- 98 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 99 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 100 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 101 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 102 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
103 seq.);
- 104 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 105 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 106 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 107 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 108 35. Using the consumer's social security number as the consumer's account number with the supplier, if
109 the consumer has requested in writing that the supplier use an alternate number not associated with the
110 consumer's social security number;
- 111 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 112 37. Violating any provision of § 8.01-40.2;
- 113 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 114 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 115 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 116 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
117 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
118 59.1-526;

- 119 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
 120 43. Violating any provision of § 59.1-443.2;
 121 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
 122 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
 123 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
 124 47. Violating any provision of § 18.2-239;
 125 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
 126 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
 127 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
 128 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
 129 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
 130 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
 131 products that are used, secondhand or "seconds";
 132 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
 133 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
 134 52. Violating any provision of § 8.2-317.1;
 135 53. Violating subsection A of § 9.1-149.1;
 136 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
 137 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
 138 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
 139 drywall has been permanently installed or affixed;
 140 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
 141 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
 142 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
 143 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
 144 seq.) of Title 54.1;
 145 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
 146 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
 147 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
 148 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
 149 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
 150 59. Violating any provision of subsection E of § 32.1-126;
 151 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
 152 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
 153 61. Violating any provision of § 2.2-2001.5;
 154 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
 155 63. Violating any provision of § 6.2-312;
 156 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
 157 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
 158 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
 159 67. Knowingly violating any provision of § 8.01-27.5;
 160 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
 161 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
 162 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
 163 obligation to pay for the goods or services;
 164 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 165 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
 166 derivative" means a chemical compound produced by man through a chemical transformation to turn a
 167 compound into a different compound by adding or subtracting molecules to or from the original compound.
 168 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
 169 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
 170 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
 171 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
 172 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
 173 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
 174 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
 175 16 (§ 4.1-1600 et seq.) of Title 4.1;
 176 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 177 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
 178 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
 179 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
 180 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a

181 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
 182 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
 183 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
 184 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
 185 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
 186 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
 187 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
 188 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
 189 16 (§ 4.1-1600 et seq.) of Title 4.1;

190 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
 191 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that
 192 depicts or is in the shape of a human, animal, vehicle, or fruit;

193 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 194 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
 195 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
 196 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
 197 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
 198 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

199 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
 200 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
 201 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
 202 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
 203 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
 204 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

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

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

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

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

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

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

230 83. *Violating any provision of Chapter 58 (§ 59.1-607 et seq.).*

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

235 **§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

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

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

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

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

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

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

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

246 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
247 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
248 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
249 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
250 "not first class";

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

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

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

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

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

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

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

274 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
275 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
276 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
277 provide, use, or include the statement, disclosure, notice, or other information in connection with the
278 consumer transaction;

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

281 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,
282 or 3.2-6519 is a violation of this chapter;

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

284 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
285 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
286 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
287 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
288 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
289 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
290 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
291 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
292 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
293 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
294 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
295 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
296 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
297 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

302 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
303 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
304 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving

305 overpayments. If the credit balance information is incorporated into statements of account furnished
306 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

318 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
319 (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

338 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
339 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
340 59.1-526;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 367 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
- 368 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 369 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
- 370 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
- 371 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 372 59. Violating any provision of subsection E of § 32.1-126;
- 373 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
- 374 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 375 61. Violating any provision of § 2.2-2001.5;
- 376 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 377 63. Violating any provision of § 6.2-312;
- 378 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 379 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 380 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 381 67. Knowingly violating any provision of § 8.01-27.5;
- 382 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
- 383 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
- 384 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
- 385 obligation to pay for the goods or services;
- 386 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 387 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
- 388 derivative" means a chemical compound produced by man through a chemical transformation to turn a
- 389 compound into a different compound by adding or subtracting molecules to or from the original compound.
- 390 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
- 391 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
- 392 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 393 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
- 394 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
- 395 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 396 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 397 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 398 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 399 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
- 400 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
- 401 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
- 402 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
- 403 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
- 404 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)
- 405 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
- 406 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
- 407 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
- 408 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
- 409 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 410 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
- 411 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 412 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §
- 413 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that
- 414 depicts or is in the shape of a human, animal, vehicle, or fruit;
- 415 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
- 416 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
- 417 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
- 418 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
- 419 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
- 420 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;
- 421 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
- 422 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
- 423 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
- 424 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
- 425 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
- 426 1, 2023, provided that the person provides documentation of the date of manufacture if requested;
- 427 75. Violating any provision of § 59.1-466.8;
- 428 76. Violating subsection F of § 36-96.3:1;

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

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

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

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

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

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

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

453 84. *Violating any provision of Chapter 58 (§ 59.1-607 et seq.).*

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

458 § 59.1-586. Definitions.

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

460 "*Additional fee or percentage*" has the same meaning as "*mandatory fees or surcharges*" in § 59.1-607.

461 "*Clear and conspicuous*" has the same meaning as provided in § 59.1-607.

462 "Food delivery platform" means a person that operates a mobile application or other online service to act
 463 as an intermediary between consumers and multiple restaurants to submit food orders on behalf of a
 464 consumer to a participating restaurant and to arrange for the delivery of the order from the restaurant to the
 465 consumer.

466 "Restaurant" has the same meaning as provided in § 35.1-1 and excludes establishments listed in §
 467 35.1-25.

468 § 59.1-587. Food delivery platform; agreements required; disclosure of price and fees.

469 A. No food delivery platform shall submit an order on behalf of a consumer to a restaurant or arrange for
 470 the delivery of an order from a restaurant without first obtaining an agreement with the restaurant expressly
 471 authorizing the food delivery platform to submit orders to and deliver food prepared by the restaurant.

472 B. A food delivery platform shall:

473 1. *At the point when a consumer views and selects a vendor or items for purchase, include a clear and*
 474 *conspicuous disclosure of any additional fee or percentage charged; and*

475 2. *Prior to checkout, display a subtotal page that itemizes the price of the selected items for purchase and*
 476 *any additional fee or percentage included in the total cost.*

477 C. *It shall not be a violation of this chapter for a food delivery platform to (i) reduce the total cost that*
 478 *was previously advertised or displayed, (ii) display a promotion or discount, including an offer to waive one*
 479 *or more mandatory fees, or (iii) advertise or display a price for goods and services in compliance with*
 480 *specific state or federal laws applicable to food delivery platforms.*

481 D. *A food delivery platform that is a price-variable supplier, as defined in § 59.1-607, is compliant with*
 482 *subdivision B 1 if such supplier includes a disclosure at the point when a consumer selects items for purchase*
 483 *of (i) the factors determining the final price; (ii) any mandatory fees or surcharges, as defined in § 59.1-607,*
 484 *associated with the transaction; and (iii) that the total cost of services may vary.*

485 CHAPTER 58.

486 MANDATORY FEES OR SURCHARGES.

487 § 59.1-607. Definitions.

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

489 "*Auction*" has the same meaning as provided in § 54.1-600.

490 "*Broadband Internet access service*" has the same meaning as provided in 47 C.F.R. § 8.1(b).

491 "Cable operator" has the same meaning as provided in 47 U.S.C. § 522.

492 "Clear and conspicuous" and "clearly and conspicuously" have the same meaning as provided for those
493 terms in § 59.1-207.45.

494 "Consumer transaction" has the same meaning as provided in § 59.1-198.

495 "Electric utility" has the same meaning as provided in § 56-576.

496 "Federal broadband consumer requirements" means the broadband consumer requirements adopted by
497 the Federal Communications Commission in FCC 22-86 on November 14, 2022.

498 "Hotel" has the same meaning as provided in § 35.1-1.

499 "Mandatory fees or surcharges" includes any additional fee or surcharge that must be paid in order to
500 purchase the good or service being advertised. "Mandatory fees or surcharges" does not include (i) taxes or
501 fees imposed on the consumer by a government or government-approved entity or assessment fees of a
502 government-created special district or program paid to the government or government-approved entity or (ii)
503 reasonable postage or shipping fees.

504 "Motor vehicle dealer" has the same meaning as provided in § 46.2-1500.

505 "Natural gas utility" has the same meaning as provided in § 56-610.

506 "Price-variable supplier" means a supplier that offers services the total price of which is determined by
507 consumer selections or preferences or dependent on distance or time.

508 "Restaurant" has the same meaning as provided in § 35.1-1.

509 "Settlement services" has the same meaning as provided in 12 U.S.C. § 2602(3).

510 "Supplier" has the same meaning as provided in § 59.1-198.

511 "Telecommunications service provider" has the same meaning as provided in § 56-466.1.

512 **§ 59.1-608. Mandatory fees or surcharges; disclosure required.**

513 A. No supplier shall, in connection with a consumer transaction, advertise or display a price for goods or
514 services without clearly and conspicuously displaying the total price, which shall include all mandatory fees
515 or surcharges. A supplier that provides both a good and a service to consumers may comply with this section
516 by displaying or advertising the total price of the good separately from the total price or rate charged for
517 providing the service.

518 B. A supplier offering goods or services in an auction is compliant with this section if such supplier
519 clearly and conspicuously discloses any mandatory fees associated with the transaction and that the total
520 cost of such goods or services may vary.

521 C. A restaurant or hotel is compliant with this section if, in every offer or advertisement for the purchase
522 of a good or service that includes pricing information, such restaurant or hotel includes a clear and
523 conspicuous disclosure of the percentage of any automatic and mandatory gratuities charged.

524 D. A price-variable supplier is compliant with this section if such supplier clearly and conspicuously
525 discloses (i) the factors determining the final price, (ii) any mandatory fees or surcharges associated with the
526 transaction, and (iii) that the total cost of services may vary.

527 E. A provider of broadband Internet access service on its own or as part of a bundle that complies with
528 federal broadband consumer requirements codified in 47 C.F.R. § 8.2(a) shall be deemed compliant with this
529 section.

530 F. A cable operator that complies with the pricing requirements of 47 U.S.C. § 552 shall be deemed
531 compliant with this section.

532 G. A direct broadcast satellite provider that complies with the pricing requirements of 47 C.F.R. 76.310
533 shall be deemed compliant with this section.

534 H. A provider of live-event tickets that complies with the provisions of 16 C.F.R. Part 464 relating to live-
535 event tickets shall be deemed compliant with this section.

536 I. A food delivery platform that complies with the provisions of Chapter 54 (§ 59.1-586 et seq.) shall be
537 deemed compliant with this section.

538 **§ 59.1-609. Limitations; exclusions.**

539 A. It shall not be a violation of this chapter for any supplier to (i) reduce the total price that was
540 previously advertised or displayed; (ii) display a promotion or discount, including an offer to waive one or
541 more mandatory fees; or (iii) advertise or display a price for goods and services in compliance with specific
542 state or federal laws applicable to such supplier.

543 B. No provision of this chapter shall apply to (i) fees authorized by law related to the purchase or lease of
544 a motor vehicle that are charged by a motor vehicle dealer; (ii) fees, surcharges, or costs charged by any
545 electric utility, natural gas utility, or telecommunications service provider; (iii) any fees, surcharges, or other
546 costs associated with settlement services, provided that such associated costs do not include real estate
547 broker commissions and fees; or (iv) the provision of air transportation by air carriers, as such terms are
548 defined in 49 U.S.C. § 40102.

549 C. No provision of this chapter shall apply to a supplier if such application is expressly preempted by
550 federal law.

551 **§ 59.1-610. Enforcement; penalties.**

552 Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and

553 *shall be subject to any and all of the enforcement provisions of the Virginia Consumer Protection Act (§*
554 *59.1-196 et seq.).*