

## 1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 59.1-200 and 59.1-207.45 through 59.1-207.49 of the Code of Virginia,*  
 3 *relating to consumer protection; automatic renewal or continuous service offers; disclosure and*  
 4 *cancellation.*

5 [S 493]

6 Approved

7 **Be it enacted by the General Assembly of Virginia:**8 **1. That §§ 59.1-200 and 59.1-207.45 through 59.1-207.49 of the Code of Virginia are amended and**  
 9 **reenacted as follows:**10 **§ 59.1-200. Prohibited practices.**11 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
 12 transaction are hereby declared unlawful:

- 13 1. Misrepresenting goods or services as those of another;
  - 14 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
  - 15 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
 16 with another;
  - 17 4. Misrepresenting geographic origin in connection with goods or services;
  - 18 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
 19 benefits;
  - 20 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;
  - 21 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
 22 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
 23 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
 24 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
 25 "not first class";
  - 26 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
 27 price or upon the terms advertised.
- 28 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
 29 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
 30 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
 31 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
 32 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
 33 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
 34 reasonably expected to have at least such quantity or amount for sale;
- 35 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
 36 price reductions;
  - 37 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
 38 installed;
  - 39 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
 40 for merchandise or services previously ordered;
  - 41 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
 42 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
 43 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
 44 goods or services advertised or offered for sale;
  - 45 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
 46 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
 47 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
 48 statutes or regulations;
  - 49 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
 50 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
 51 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
 52 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
 53 consumer transaction;
  - 54 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
 55 with a consumer transaction;
  - 56 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,

57 or 3.2-6519 is a violation of this chapter;

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

59 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
60 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
61 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
62 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
63 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
64 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
65 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
66 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
67 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
68 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
69 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
70 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
71 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
72 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

77 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
78 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
79 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
80 overpayments. If the credit balance information is incorporated into statements of account furnished  
81 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

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

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

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

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

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

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

93 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6  
94 (§ 59.1-207.34 et seq.);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

113 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525  
114 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in  
115 § 59.1-526;

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

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

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

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

181 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
182 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
183 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
184 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
185 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
186 16 (§ 4.1-1600 et seq.) of Title 4.1;

187 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in  
188 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol  
189 that depicts or is in the shape of a human, animal, vehicle, or fruit;

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

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

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

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

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

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

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

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

223 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
224 residential dwelling without holding a mold remediation certification from a nationally or internationally  
225 recognized certifying body for mold remediation, and failing to comply with (i) the U.S. Environmental  
226 Protection Agency's publication on Mold Remediation in Schools and Commercial Buildings, as revised; (ii)  
227 the ANSI/IICRC S520 Standard for Professional Mold Remediation, as revised; or (iii) any other equivalent  
228 ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the  
229 Commonwealth;

230 82. Willfully violating any provision of § 59.1-444.4;

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

232 84. Selling any food that is required by the FDA to have a nutrition label that does not meet the  
233 requirements of 21 C.F.R. Part 101;

234 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual  
235 health information without the consent of the consumer;

236 86. Violating any provision of Chapter 58 (§ 59.1-607 et seq.); and

237 87. (Effective July 1, 2026) Violating any provision of the Medical Debt Protection Act (§ 59.1-611 et  
238 seq.);

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

243 **§ 59.1-207.45. Definitions.**

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

245 "Automatic renewal" means a plan or arrangement in which a paid subscription or purchasing agreement  
246 is automatically renewed at the end of a definite term for a subsequent term of more than one month.

247 "Automatic renewal offer terms" means the following clear and conspicuous disclosures:

248 1. That the subscription or purchasing agreement will continue until the consumer cancels;

249 2. The description of the cancellation policy that applies to the offer, *including the information necessary*  
250 *to find the simple cancellation mechanism as described in subsection B of § 59.1-207.46;*

251 3. The recurring charges that will be charged to the consumer's credit or debit card or payment account  
252 with a third party as part of the automatic renewal plan or arrangement and that the amount of the charge may  
253 change, if that is the case, and the amount to which the charge will change, if known;

254 4. *Each deadline, by date or frequency, by which the consumer must act to prevent or stop the recurring*  
255 *charges;*

256 5. The length of the automatic renewal term or that the service is continuous, unless the length of the term  
257 is chosen by the consumer; and

258 5. 6. The minimum purchase obligation, if any.

259 "Clear and conspicuous" or "clearly and conspicuously" means *readily noticeable and readily*  
260 *understandable by ordinary consumers, including in the following ways:*

261 1. *For a visual disclosure, "clear and conspicuous" means in larger type than the surrounding text, or in*  
262 *contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of*  
263 *the same size by symbols or other marks, in a manner that clearly calls attention to the language;;*

264 ~~In the case of 2.~~ *For an audio disclosure, "clear and conspicuous" or "clearly and conspicuously" means in*  
265 *a volume and cadence sufficient to be readily audible and understandable;;*

266 3. *For any communication using an interactive electronic platform, such as a website or mobile*  
267 *application, "clear and conspicuous" means that the disclosure is unavoidable by the consumer, uses diction*  
268 *and syntax understandable to ordinary consumers, and appears in each language that would be reasonably*  
269 *expected to be used by ordinary consumers; and*

270 4. *For print publications, "clear and conspicuous" means that the disclosure is presented in readable type*  
271 *and in plain language that is readily noticeable and readily understandable by an ordinary consumer.*

272 *For a disclosure to be considered "clear and conspicuous," it cannot be contradicted or mitigated by, or*  
273 *inconsistent with, anything else in the communication to consumers. If a seller's representations or sales*  
274 *practices target a specific audience of consumers, such as individuals of a certain age or background,*  
275 *requirements for comprehension by ordinary consumers shall be satisfied if met both for the general*  
276 *audience of consumers and separately for the specific audience of consumers targeted by the seller.*

277 "Consumer" means (i) any individual who seeks or acquires, by purchase or lease, any goods, services,  
278 money, or credit for personal, family, or household purposes or (ii) any small business that seeks or acquires,  
279 by purchase or lease, any goods, services, money, or credit for business purposes.

280 "Continuous service" means a plan or arrangement in which a subscription or purchasing agreement  
281 continues until the consumer cancels the service.

282 "*Seller*" means *any person selling, offering, charging for, or otherwise marketing a good or service with*  
283 *automatic renewal or continuous service features.*

284 "Small business" means a business that is at least 51 percent independently owned and controlled by one  
285 or more individuals, or in the case of a cooperative association organized pursuant to Chapter 3 (§ 13.1-301 et  
286 seq.) of Title 13.1 as a nonstock corporation, is at least 51 percent independently controlled by one or more  
287 members, who are U.S. citizens or legal resident aliens and, together with affiliates, has 250 or fewer  
288 employees or annual gross receipts of \$10 million or less averaged over the previous three years. One or more  
289 of the individual owners or members shall control both the management and daily business operations of the  
290 small business.

291 ~~"Supplier" has the same meaning ascribed thereto in § 59.1-198.~~

292 **§ 59.1-207.46. Making automatic renewal or continuous service offer to consumer; affirmative**  
293 **consent required; disclosures; prohibited conduct.**

294 A. No ~~supplier~~ seller making an automatic renewal or continuous service offer to a consumer in the  
295 Commonwealth shall do any of the following:

296 1. Prior to the completion of the initial order for the automatic renewal or continuous service, fail to  
297 present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous  
298 manner before the consumer becomes obligated on the automatic renewal or continuous service offer and in  
299 visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for  
300 consent to the offer.

301 2. Prior to the completion of the initial order for the automatic renewal or continuous service, charge the  
302 consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or  
303 continuous service without first obtaining the consumer's affirmative consent to the agreement containing the  
304 automatic renewal offer terms or continuous service offer terms.

305 3. Fail to provide an acknowledgment that includes the automatic renewal or continuous service offer  
 306 terms, cancellation policy, and information regarding how to cancel in a manner that is capable of being  
 307 retained by the consumer. If the offer includes a free trial, the ~~supplier~~ seller shall also disclose in the  
 308 acknowledgment how to cancel the free trial before the consumer pays or becomes obligated to pay for the  
 309 goods or services.

310 B. A ~~supplier~~ seller making automatic renewal or continuous service offers shall provide a ~~toll-free~~  
 311 ~~telephone number, an electronic mail address, a postal address only when the supplier directly bills the~~  
 312 ~~consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation mechanism that shall~~  
 313 ~~be described in the acknowledgment specified in subdivision A 3. Each supplier making automatic renewal or~~  
 314 ~~continuous service offers through an online website shall make available a conspicuous online option to~~  
 315 ~~cancel a recurring purchase of a good or service meets the standard for "clear and conspicuous," as defined~~  
 316 ~~in § 59.1-207.45, regardless of the medium in which it is presented and is easy for consumers to find.~~  
 317 *Regarding providing such simple cancellation mechanism, the following provisions shall apply:*

318 1. *The cancellation mechanism shall be at least as easy to use as the mechanism the consumer used to*  
 319 *initiate the automatic renewal or continuous service offer.*

320 2. *A seller shall provide a cancellation mechanism through, at a minimum, each of the methods by which*  
 321 *a consumer may initiate an automatic renewal or continuous service offer, except for any such offer initiated*  
 322 *in person, for which the provisions of subdivision 6 shall apply.*

323 3. *Compliance with the disclosure requirements of 16 C.F.R. §§ 425.4(a)(4) and 425.6 shall not discharge*  
 324 *a seller's obligations under this chapter.*

325 4. *No consumer shall be required to interact with a live or virtual agent or representative to effectuate*  
 326 *cancellation unless the seller only initiates automatic renewal or continuous service offers through*  
 327 *interacting with a live or virtual agent or representative.*

328 5. *For cancellation by telephone call, the seller shall promptly effectuate cancellation requested by a*  
 329 *consumer via a telephone number that is answered or records messages, made available during normal*  
 330 *business hours, and not more costly to use than the method used by the consumer to initiate the automatic*  
 331 *renewal or continuous service offer.*

332 6. *For cancellation of an automatic renewal or continuous service offer that was initiated in person, the*  
 333 *seller shall offer a simple cancellation mechanism through an interactive electronic medium, such as a*  
 334 *website or mobile application, or by telephone call.*

335 7. *If a seller offers cancellation by telephone call, the seller shall not impose any cost to the consumer for*  
 336 *the cancellation call.*

337 8. *For cancellation of an automatic renewal or continuous service offer of a print publication that was*  
 338 *initiated in person, by pamphlet, or by mail, the seller shall offer a simple cancellation method through an*  
 339 *interactive electronic medium, such as a website or mobile application, or by telephone.*

340 C. In the case of a material change in the terms of the automatic renewal or continuous service offer that  
 341 has been accepted by a consumer in the Commonwealth, the ~~supplier~~ seller shall, prior to implementation of  
 342 the material change, provide the consumer with a clear and conspicuous notice of the material change and  
 343 provide information regarding how to cancel in a manner that is capable of being retained by the consumer.

344 D. A ~~supplier~~ seller making automatic renewal or continuous service offers that include a free trial lasting  
 345 more than 30 days shall, within 30 days of the end of any such free trial, notify the consumer of his option to  
 346 cancel the free trial before the end of the trial period to avoid an obligation to pay for the goods or services.

347 E. A ~~supplier~~ seller making automatic renewal or continuous service offers that will automatically renew  
 348 after a period of more than 30 days and extend the automatic renewal or continuous service offer for a period  
 349 of more than 12 months shall notify the consumer of his option to cancel the automatic renewal or continuous  
 350 service offer no less than 30 days and no more than 60 days before the cancellation deadline or the end of the  
 351 current contract term. Such notice shall conspicuously disclose (i) that the automatic renewal or continuous  
 352 service offer will automatically renew unless the consumer cancels, (ii) the date by which the consumer must  
 353 cancel to avoid automatic renewal or continuous service, (iii) the method by which the consumer may cancel,  
 354 and (iv) a copy of the automatic renewal or continuous service offer provisions.

355 *F. Each disclosure required under this chapter shall independently meet the standard for "clear and*  
 356 *conspicuous," as defined in § 59.1-207.45, regardless of the medium in which it is presented.*

357 **§ 59.1-207.47. When goods, wares, merchandise, or products deemed a gift.**

358 In any case in which a ~~supplier~~ seller sends any goods, wares, merchandise, or products to a consumer  
 359 under a continuous service agreement or automatic renewal of a purchase without first obtaining the  
 360 consumer's affirmative consent as described in § 59.1-207.46, the goods, wares, merchandise, or products  
 361 shall for all purposes be deemed an unconditional gift to the consumer, who may use or dispose of the same  
 362 in any manner he sees fit without any obligation whatsoever on the consumer's part to the ~~supplier~~ seller,  
 363 including any obligation or responsibility for shipping any goods, wares, merchandise, or products to the  
 364 ~~supplier~~ seller.

365 **§ 59.1-207.48. Exemptions.**

366 This chapter shall not apply to:

367 1. Any service provided by a ~~supplier~~ *seller* or its affiliate where either the ~~supplier~~ *seller* or its affiliate is  
 368 doing business pursuant to a franchise issued by a political subdivision of the Commonwealth or a license,  
 369 franchise, certificate, or other authorization issued by the State Corporation Commission to a public service  
 370 company or public utility pursuant to Title 56;

371 2. Any service provided by a ~~supplier~~ *seller* or its affiliate where either the ~~supplier~~ *seller* or its affiliate is  
 372 regulated by the State Corporation Commission, the Federal Communications Commission, or the Federal  
 373 Energy Regulatory Commission;

374 3. ~~Alarm company operators that are regulated pursuant to § 15.2-911;~~

375 4. A bank, bank holding company, or the subsidiary or affiliate of either, or a credit union or other  
 376 financial institution, licensed under federal or state law; *or*

377 5. ~~Any home protection company regulated by the State Corporation Commission pursuant to Chapter 26~~  
 378 ~~(§ 38.2-2600 et seq.) of Title 38.2;~~

379 6. ~~Any home service contract provider regulated by the Department of Agriculture and Consumer~~  
 380 ~~Services pursuant to Chapter 33.1 (§ 59.1-434.1 et seq.);~~

381 7. ~~Any extended service contract provider regulated by the Department of Agriculture and Consumer~~  
 382 ~~Services pursuant to Chapter 34 (§ 59.1-435 et seq.) or its affiliates;~~

383 8. ~~4. Any insurer or entity regulated under Title 38.2 or an affiliate of such insurer or entity; or~~

384 9. ~~Any health club registered pursuant to the Virginia Health Club Act (59.1-294 et seq.).~~

385 **§ 59.1-207.49. Enforcement; penalties.**

386 Any violation of this chapter shall constitute a prohibited practice under the provisions of § 59.1-200 and  
 387 shall be subject to the enforcement provisions of the Virginia Consumer Protection Act (§ 59.1-196 et seq.).

388 However, if a supplier makes a good faith effort to comply with the requirements of this chapter, the supplier  
 389 shall not be subject to either a civil penalty under § 59.1-206 or damages under § 59.1-204.