

## Automatic Renewal State Laws Charts: Overview

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A 50-state survey of state automatic renewal laws, including information on the types of contracts subject to the laws, key compliance requirements, definitions of “clear and conspicuous,” corresponding penalties, and any good faith exceptions.

These charts, which are arranged alphabetically, list all states and the District of Columbia that have enacted laws regulating automatically renewing business-to-consumer contracts, programs, or subscriptions.

These charts provide the following information:

- Contracts subject to the law(s).
- Key requirements, which may cover some or all of the following areas:
  - content of required disclosures;
  - formatting of required disclosures;
  - obtaining the consumer’s affirmative consent;
  - a written acknowledgment of the transaction;
  - cancellation procedures;
  - notice of each automatic renewal; and
  - notice of any material changes.
- Any definition of clear and conspicuous provided by the law. Absent a statutory definition, companies should look to the definition of the term used in other states’ laws as well as FTC guidance on clear and conspicuous disclosures as persuasive authority (see [Practice Note, Advertising: Overview: Clear and Conspicuous Disclosures](#)).
- Penalties for noncompliance.
- Good faith exceptions.

See [Practice Note, Automatic Renewal State Laws](#) for an overview of state automatic renewal laws that:

- Discusses the differences between federal and state regulations.
- Describes the typical elements of these laws in detail.
- Highlights the distinctions in how states regulate these laws.
- Addresses how automatic renewal laws have been litigated and enforced.

For information on federal regulations, see [Practice Note, Negative Option Offers: Positive Practices to Keep Them Compliant](#). For a related checklist setting out legal issues for a business to consider when establishing an automatic renewal or other negative option program, see Automatic Renewal and Other Negative Option Programs Checklist.

The Charts do not include state laws relating to restrictions around automatic renewals of:

- Real property (for example, Ark. Code Ann. § 4-86-109 and R.I. Gen. Laws § 6-13-14 (both regulating written leases of personal property)).
- Real property and rental-related services (for example, Okla. Stat. tit. 15, § 222 (relating to the rental of goods or rental-related services where all or substantially all of the contract terms are drafted by the provider of the goods or services)).
- Public utility services (for example, R.I. Gen. Laws § 39-26.7-5 (regulating residential customer rights with power producers) and 815 ILCS 505/2EE (relating to alternative retail electric suppliers)).



## Arkansas

<b>Contracts Subject to Law</b>	Professional home security contracts.
<b>Statutory Authority</b>	Ark. Code Ann. § 4-86-106
<b>Key Requirements</b>	<p>Cannot state that the term will automatically be renewed for any additional period beyond the initial term of the contract.</p> <p>Cannot be renewed for any additional period beyond the initial term of the contract unless the person receiving the services affirmatively notifies the person offering the services that they wish to renew the contract. However, a professional home security services provider and a person may enter into a contract that has a fixed initial term and successive, automatic monthly renewal terms if both:</p> <ul style="list-style-type: none"> <li>• The contract conspicuously states that the person receiving the services has the right without additional cost or penalty to terminate the contract at the end of the initial term or the then current renewal.</li> <li>• The person gives the service provider notice of their intent to terminate by written notice at least 30 days before the expiration of the initial term or the then current renewal term.</li> </ul> <p>(Ark. Code Ann. § 4-86-106(a) to (c).)</p>
<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	The person receiving the services may without additional cost or penalty immediately terminate the contract by giving a written termination notice to the provider and is not obligated to perform under the contract as renewed (Ark. Code Ann. § 4-86-106(e)).
<b>Good Faith Exception</b>	None.

## California

<b>Contracts Subject to Law</b>	<p>Any plans or arrangements in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term that is offered to a consumer in California (defined as “any individual who seeks or acquires, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes”) (Cal. Bus. &amp; Prof. Code §§ 17601(a), (d)). The law does not apply to:</p> <ul style="list-style-type: none"> <li>• Any service provided by a business or its affiliate where either the business or its affiliate is doing business under a franchise issued by a political subdivision of the state or a license, franchise, certificate, or other authorization issued by the California Public Utilities Commission (CPUC).</li> <li>• Any service provided by a business or its affiliate where either the business or its affiliate is regulated by the CPUC, the Federal Communications Commission (FCC), or the Federal Energy Regulatory Commission.</li> <li>• Any entity regulated by the Department of Insurance.</li> <li>• Alarm company operators under Cal. Bus. &amp; Prof. Code § 7590.2 (Cal. Bus. &amp; Prof. Code § 7599.54 provides automatic renewal requirements specific to alarm company operators).</li> </ul>
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- A bank, bank holding company, or the subsidiary or affiliate of either, or a credit union or other financial institution, licensed under state or federal law.
- Service contract sellers and service contract administrators regulated by the Bureau of Electronic and Appliance Repair under Cal. Bus. & Prof. Code §§ 9855 to 9855.9.

(Cal. Bus. & Prof. Code § 17605.)

The legislative intent is to end the practice of ongoing charging of consumer credit or debit cards or third party payment accounts without the consumers' explicit consent for ongoing shipments of a product or ongoing deliveries of service (Cal. Bus. & Prof. Code § 17600).

As of January 1, 2022, consumer contracts entered into for maintenance or repair of a consumer product are subject to automatic renewal-type provisions resulting from the amendment of California's Song-Beverly Consumer Warranty Act, which are similar to but not the same as California's automatic renewal law (see [Legal Update, California Expands Automatic Renewal Protections to Services Contracts](#)). For more information on the Song-Beverly Consumer Warranty Act, see [Practice Note, The California Song-Beverly Consumer Warranty Act: Overview](#).

<b>Statutory Authority</b>	Cal. Bus. & Prof. Code §§ 17601 to 17606 (last amended effective July 1, 2022; see <a href="#">Legal Update, California Adopts Stricter Automatic Renewal Notice and Cancellation Requirements</a> )
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### Key Requirements

The business making the automatic renewal or continuous service offer must:

- Present the following information to the consumer clearly and conspicuously before the consumer's acceptance of the offer:
  - that the subscription or purchasing agreement will continue until the consumer cancels;
  - a description of the cancellation policy that applies to the offer;
  - the recurring charges that will be charged to the consumer's credit or debit card or payment account with a third party as part of the automatic renewal plan, and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known;
  - the length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer; and
  - the minimum purchase obligation, if any.
- Present the above information:
  - in a clear and conspicuous manner before the purchasing agreement is fulfilled and in visual proximity to the request for consent to the offer; or
  - in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.

If the offer also includes a free gift or trial, the offer must include a clear and conspicuous explanation of the price that will be charged after the trial ends or the manner in which the subscription or purchasing agreement pricing will change on conclusion of the trial.

- Obtain the consumer's affirmative consent to the agreement containing the automatic renewal offer terms (including those made at a promotional or discounted price for a limited period of time) before charging the consumer's credit or debit card or third-party payment account.
- After the order is completed, provide an acknowledgment, in a manner that is capable of being retained by the consumer, that includes:
  - the automatic renewal offer terms;
  - the cancellation policy; and
  - information regarding how to cancel.

If the automatic renewal offer includes a free gift or trial, the business must also disclose in the acknowledgment how to cancel, and allow the consumer to cancel before the consumer pays for the goods or services.

- Provide a toll-free telephone number, email address, a postal address if the business directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation.
- Allow a consumer who accepts an automatic renewal offer online to terminate exclusively online, at will, and without engaging any further steps that obstruct or delay the consumer's ability to effect the termination. The online cancellation method must be in the form of either of the following:
  - a prominently located direct link or button which may be located within either a customer account or profile, or within either device or user settings; or
  - an immediately accessible termination email formatted and provided by the business that a consumer can send to the business without additional information.
- If the consumer has an existing online account with the business, the business is permitted to require the consumer to enter account information or otherwise authenticate him- or herself before terminating the automatic renewal program. If a consumer is unable or unwilling to sign in or provide this information, he or she cannot be precluded from cancelling via other means.
- Provide the consumer a notice prior to the automatic renewal, as follows:
  - if the consumer accepted a free gift, "trial period," or similar promotion or discount lasting for more than 31 days as part of an automatic renewal offer, the renewal notice must be sent at least 3 days before and at most 21 days before the expiration of the trial/promotional period, **but** a notice is not required if either the consumer does not enter into the contract electronically and the business has not collected or maintained any means of notifying the consumer electronically (such as email address or phone number) or the promotional offer is a free gift and that gift differs from the subscribed product;
  - if the consumer accepted an automatic renewal or continuous service offer with an initial term of one year or longer, the renewal notice must be provided at least 15 days and not more than 45 days before the date of renewal;
  - if both of the above scenarios apply to the same consumer, only the second notice described (between 15-45 days) must be sent; and

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- in either scenario, the renewal notice must state the following clearly and conspicuously: (i) that the contract will automatically renew unless the consumer cancels; (ii) the length and any additional terms of the renewal period; (iii) one or more methods by which the consumer can cancel the automatic renewal; and (iv) contact information for the business. If the notice is sent electronically, it must include either (i) a link that directs the consumer to the cancellation process or (ii) another reasonably accessible electronic method that directs the consumer to the cancellation process if no link exists.
- Provide the consumer notice of any material change to the terms of the automatic renewal program via a clear and conspicuous notice of the material change, as well as information regarding how to cancel in a manner that is capable of being retained by the consumer.

(Cal. Bus. & Prof. Code §§ 17601 and 17602.)

### Definition of “Clear and Conspicuous”

Means one or more of the following, in a manner that clearly calls attention to the language:

- In larger type than the surrounding text.
- In contrasting type, font, or color to the surrounding text of the same size.
- Set off from the surrounding text of the same size by symbols or other marks.
- If it is an audio disclosure, at a volume and cadence sufficient to be readily audible and understandable.

(Cal. Bus. & Prof. Code § 17601(c).)

### Penalties

If the required affirmative consent is not obtained, then the products or services furnished to the consumer under the automatic renewal program are deemed an unconditional gift to the consumer (Cal. Bus. & Prof. Code § 17603).

While a violation of the law is not a crime, all civil remedies that apply to a violation may be employed (Cal. Bus. & Prof. Code § 17604(a)).

### Good Faith Exception

Yes. Businesses that comply with the provisions of this article in good faith are not subject to civil remedies (Cal. Bus. & Prof. Code § 17604(b)).

## Colorado

### Contracts Subject to Law

Colorado’s law applies to a plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term either:

- For a subsequent term.
- On a continuous or recurring basis.

The law applies to individuals who seek or acquire, by purchase or lease, any goods, services, money, or credit for personal, family, or household purposes and exempts certain types of regulated contracts (for example, banking, insurance, and air carriers).

(Colo. Rev. Stat. Ann. § 6-1-732.)

### Statutory Authority

Colo. Rev. Stat. Ann. § 6-1-732

## Automatic Renewal State Laws Charts: Overview

### Key Requirements

Any automatic renewal offer must provide the following clear and conspicuous disclosures (called “automatic renewal offer terms” in the law):

- That an automatic renewal contract will automatically renew or extend after the initial period for a set term not to exceed one year unless the consumer gives express written consent for a longer renewal term.
- A description of the cancellation policy that applies to the offer.
- Any recurring charges that will be charged to the consumer’s credit card, debit card, or payment account with a third party as part of an automatic renewal contract.
- The length of an automatic renewal term.
- The minimum purchase obligation, if any.

The law makes it unlawful for a business that offers an automatic renewal contract to a consumer in the state to:

- Fail to present the automatic renewal offer terms in a clear and conspicuous manner before the automatic renewal contract is executed. If an offer:
  - is conveyed by voice, the business must present the terms in temporal proximity to the request for the consumer’s consent to the offer; and
  - includes a trial period offer (a solicitation offering a consumer a period of time in which to sample a product or service used as an inducement for the consumer to make a purchase of the product or service or a similar one), it must also include a clear and conspicuous explanation of the price that will be charged and any further purchase obligations that will be imposed on the consumer after the trial period ends.
- Utilize an online link that the seller presents as part of an offer of an automatic renewal contract, which link directs a consumer to detailed information about the automatic renewal contract, unless the online link:
  - is available before a consumer elects to purchase any good or service subject to the automatic renewal contract;
  - appears directly adjacent to any online link used by the consumer to purchase any good or service subject to the automatic renewal contract; and
  - is labeled with, or is directly adjacent to, a clear and conspicuous disclosure that states that by purchasing the good or service, the consumer agrees to enroll in an automatic renewal contract.
- Fail to provide the consumer a written acknowledgment, in a form capable of being retained by the consumer, that includes:
  - the automatic renewal offer terms;
  - the cancellation policy; and
  - information regarding how to cancel.

If the offer of an automatic renewal contract includes a trial period offer, how the consumer may cancel the automatic renewal contract, and that they may cancel the contract before they are required to pay for the goods or services.

## Automatic Renewal State Laws Charts: Overview

- Fail to provide a simple, cost-effective, timely, easy-to-use, and readily accessible mechanism for canceling an automatic renewal contract or trial period offer. The law states that either of the following options comply with this provision:
  - a one-step online cancellation link that is located on the business’s website or contained in an electronic device or service or an electronic communication to the consumer and available to the consumer immediately, or after the consumer completes a reasonable authentication protocol used solely to confirm that the consumer is authorized to make changes to the account; or
  - an in-person mechanism for canceling an automatic renewal contract or trial period offer, which mechanism is at a physical location where the consumer regularly utilizes any goods or services that are subject to the automatic renewal contract and otherwise satisfies this provision.

If a material change occurs in the terms of an automatic renewal contract after acceptance, the business must provide to the consumer, in a manner that the consumer can retain:

- A clear and conspicuous notice of the material change.
- Information regarding cancellation of the automatic renewal contract, including information concerning the cancellation mechanism imposed by the law.

Any person that sells a good or service to a consumer by an automatic renewal contract must notify the consumer that the automatic renewal contract will automatically renew or continue unless the consumer cancels the automatic renewal contract. The notice must:

- Inform the consumer of the process for canceling the automatic renewal contract, which process must be compliant with the law.
- Provide clear and accurate information about the identity of the sender.
- Be sent via:
  - physical mail;
  - email; or
  - another easily accessible form of communication, such as a text message or a mobile phone application, if the consumer specifically authorizes the business to provide notice in that form or if the consumer customarily uses that form to communicate with the business.

The notice must also be sent on the following timeline:

- At least 25 and no more than 40 days before the first automatic renewal and each automatic renewal thereafter.
- Except that, if the initial automatic renewal or any subsequent automatic renewal is for a term of less than 12 months, the business must send the notice at least once in the period between:
  - 25 and 40 days directly preceding the first automatic renewal that would extend the contract beyond a continuous 12-month period; and
  - 25 and 40 days directly preceding any subsequent automatic renewal that would extend the contract beyond any additional consecutive and continuous 12-month period.

(Colo. Rev. Stat. Ann. § 6-1-732, eff. Jan. 1, 2022.)

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<b>Definition of “Clear and Conspicuous”</b>	<p>“Clear and conspicuous” means one or more of the following:</p> <ul style="list-style-type: none"> <li>• For written contracts: <ul style="list-style-type: none"> <li>– in larger type than the surrounding text;</li> <li>– in contrasting type, font, or color to the surrounding text of the same size; or</li> <li>– set off from the surrounding text of the same size by symbols or other marks in a manner that clearly calls attention to the language.</li> </ul> </li> <li>• For audio disclosures: at a volume and cadence sufficient to be readily audible and understandable.</li> </ul> <p>(Colo. Rev. Stat. Ann. § 6-1-732(1)(c).)</p>
<b>Penalties</b>	The state’s attorney general and the district attorneys have exclusive authority to enforce the law (Colo. Rev. Stat. Ann. § 6-1-732(6), eff. Jan. 1, 2022).
<b>Good Faith Exception</b>	None listed.

## Connecticut

<b>Contracts Subject to Law</b>	<p>Connecticut has:</p> <ul style="list-style-type: none"> <li>• A broad law that applies to any person, firm partnership, association, or corporation that sells or offers to sell any products or services used primarily for personal, family, or household purposes either: <ul style="list-style-type: none"> <li>– pursuant to a trial offer or at an introductory rate that will change at the end of the introductory rate period; or</li> <li>– for a specified period time pursuant to a written contract containing a provision for automatic renewal of the contract for a period of more than 31 days after the initial contract term.</li> </ul> <p>The law does not apply to any banking, insurance or securities product or service subject to regulation or licensing by the state or a federal agency. (Conn. Gen. Stat. Ann. § 42-126b.)</p> </li> <li>• A narrow law specific to health club contracts (Conn. Gen. Stat. Ann. § 21a-219).</li> </ul>
<b>Statutory Authority</b>	Conn. Gen. Stat. Ann. § 42-126b (broad law) and Conn. Gen. Stat. Ann. § 21a-219 (narrow law (health club contracts)).

<b>Key Requirements</b>	<p><b>Broad Law</b></p> <p>If the automatic renewal program includes a trial offer or an introductory rate that will change at the end of the introductory period:</p> <ul style="list-style-type: none"> <li>• The business must provide the consumer with clear and conspicuous written notice that the consumer may cancel the program upon the expiration of the trial offer or introductory rate period.</li> <li>• The written notice must: <ul style="list-style-type: none"> <li>– include the procedure for cancellation, and</li> <li>– be provided with any written promotional material furnished to the consumer before the start of the trial offer or the introductory rate period, or with the initial delivery of the products or services to the consumer.</li> </ul> </li> </ul>
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- The notice is not required if:
  - the business is a public service company or a certified telecommunications provider with whom the consumer has an established and ongoing business relationship and the business has informed the consumer of the procedure to cancel the trial offer or to cancel after the expiration of the trial period; or
  - the transaction involves a negative option plan governed by 16 C.F.R. Part 425 (this is the older form of negative option plan in which the business notifies the consumer it will be sending merchandise and subsequently sends that merchandise unless the subscriber instructs otherwise); or
  - the contract is subject to the provisions of the Connecticut Truth-in-Lending Act; or
  - the business has clearly and conspicuously disclosed to the consumer the rate that will be paid by the consumer at the end of the trial period.

(Conn. Gen. Stat. Ann. § 42-126b(b).)

For automatically renewing contracts with an initial term of more than 180 days that renew for a subsequent period of more than 31 days, the business must provide the consumer with a clear and conspicuous written notice that:

- Informs the consumer that the consumer may cancel the contract.
- Includes the procedure for cancellation.
- Is sent at least 15 days but not more than 60 days before the earlier date of:
  - the date on which the contract will be renewed; or
  - the expiration of the time period for cancellation by the recipient.

Mailing of the written notice by US mail satisfies the notice requirements. If a contract is entered into electronically or the consumer agrees to receive notice electronically, then the written notice may be transmitted by electronic mail.

For automatically renewing contracts with an initial term of 180 days or less that renew for a subsequent period of more than 31 days, the business must include in the contract a clear and conspicuous written notice that the consumer can cancel the contract and the procedure for cancelling. The consumer cannot be required to cancel more than 60 days prior to the end of each term.

(Conn. Gen. Stat. Ann. § 42-126b(c)(1)-(2).)

The written notices required for automatically renewing contracts with an initial term of either more than 180 days, or 180 days or less, are not required for:

- Health club contracts regulated by Conn. Gen. Stat. Ann. § 21a-219.
- Contracts subject to the Connecticut Truth-in-Lending Act.
- Contracts between a condominium or housing association and a person other than an individual.

(Conn. Gen. Stat. Ann. § 42-126b(c)(4).)

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### Narrow Law (Health Club Contracts) (automatic renewal portion)

Health clubs must provide conspicuous written notice to the consumer at the time of entering the contract printed out on the first page of the contract in 14-point bold type that the contract will automatically renew. The contract:

- Can only contain an automatic renewal clause for a period that does not exceed one month. However, the clause only becomes effective upon payment of the renewal price.
- Must permit the buyer to cancel any further renewal upon no more than one month's notice.

The price of any renewal cannot increase or decrease unless the contract either:

- Discloses the amount of the increase or decrease or the method of calculating the increase or decrease in the price of the renewal.
- Provides the information to the buyer, in writing, no less than one month before the renewal.

Any renewal option for continued membership:

- Must be accepted by the buyer in writing, by email, or facsimile.
- Only becomes effective upon payment of the renewal price.

(Conn. Gen. Stat. Ann. § 21a-219.)

<b>Definition of "Clear and Conspicuous"</b>	Not defined for Connecticut's broad law, but defined for the narrow law specific to health club memberships to mean printed on the first page of the contract in 14-point bold type (Conn. Gen. Stat. Ann. § 21a-219).
<b>Penalties</b>	<p>For Connecticut's broad law:</p> <ul style="list-style-type: none"> <li>• If the business voluntarily sends goods, wares, or merchandise not actually ordered or requested by the consumer, those goods, wares, or merchandise are deemed an unconditional gift (Conn. Gen. Stat. Ann. § 42-126b(a)).</li> <li>• If an automatic renewal program includes a trial offer or an introductory rate that will change at the end of the introductory period, any products or services provided to the consumer after the consumer cancelled or did not renew or continue the trial offer or introductory rate period are deemed an unconditional gift (Conn. Gen. Stat. Ann. § 42-126b(b)).</li> <li>• If a business providing an automatic renewal program does not send the written notice required for contracts of more than 180 days, or include in the contract the written notice required for contracts of 180 days or less, any products or services furnished to the consumer after the expiration of the initial contract term are deemed an unconditional gift (Conn. Gen. Stat. Ann. § 42-126b(c)(3)).</li> </ul> <p>A violation of any provision of Connecticut's broad law is deemed an unfair or deceptive trade practice under Connecticut's consumer protection law (Conn. Gen. Stat. Ann. § 42-126b(e)).</p> <p>No penalties listed for violating the narrow law specific to health club memberships.</p>
<b>Good Faith Exception</b>	None.

### Delaware

#### Contracts Subject to Law

Delaware's automatic renewal law applies to any seller that sells, leases, or offers to sell or lease any merchandise to a consumer in a contract that contains an automatic renewal provision under which a contract is renewed for a specified period of more than one month if both:

- The renewal causes the contract to be in effect more than 12 months after the day of the initiation of the contract.
- The renewal is effective unless the consumer gives notice to the seller of the consumer's intention to terminate the contract.

(6 Del. C. §§ 2731 and 2734.)

However, the law does not apply to:

- Matters subject to the jurisdictions of the Public Service Commission.
- Matters subject to the Insurance Commissioner.
- Matters subject to the FCC.
- Leases subject to the Residential Landlord–Tenant Code, Chapters 51 through 59 of Title 25, or the Manufactured Homes and Manufactured Home Communities Act, Chapter 70 of Title 25.

(6 Del. C. § 2734.)

In addition, these provisions do not apply to any contract:

- In which the total contract price or the total amount financed exceeds \$50,000.
- Entered into with or acquired by a banking organization or building and loan association or to any public utility tariff on file with the Delaware Public Service Commission.

(6 Del. C. § 2736.)

#### Statutory Authority

6 Del. C. §§ 2731 to 2737

#### Key Requirements

A business that sells, leases, or offers to sell or lease any merchandise to a consumer under a contract that contains an automatic renewal provision must disclose the terms of the automatic renewal provision clearly and conspicuously at the time the contract is entered into (6 Del. C. § 2734(a)).

A consumer who enters into a contract online must be permitted to cancel the contract online. The law requires that the business provide a cost-effective, timely, and easy to use mechanism for cancellation. (6 Del. C. § 2732(4).)

If the contract will automatically renew for a period of more than one month, and if that renewal will cause the contract to be in effect more than 12 months after the day of the initiation of the contract, the business must notify the consumer of each upcoming extension of the contract no less than 30 days and no more than 60 days before the cancellation deadline. That notification must clearly and conspicuously disclose the following:

- That unless the consumer cancels the contract, the contract will automatically renew.
- The date by which the consumer must cancel to avoid automatic renewal.

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- The procedures the consumer must follow to cancel the contract.
- How the consumer may obtain details of the automatic renewal provision. Options include providing:
  - a telephone number or address for the consumer to contact;
  - a copy of the automatic renewal provision;
  - access to the contract containing the automatic renewal provision; or
  - any other appropriate method.

(6 Del. C. § 2734(b).)

Before bringing an action regarding a violation of the law's disclosure or notice requirements, the consumer must provide the seller with:

- Notice of the violation.
- A request to cancel the extension of the contract.

The consumer must send the notice by one of the following:

- Email.
- Mail.
- Any other method the business wants to offer.

The consumer cannot initiate an action against the seller if within 30 days of the consumer sending the notice, the seller does all of the following:

- Cures the violation.
- Provides the consumer with a written statement that the alleged violations have been cured and that no further violations of that kind shall occur.
- Sends a copy of the statement to the Director of Consumer Protection of the Department of Justice.

Nothing, however, precludes investigation or enforcement action by the Attorney General for violations of the automatic renewal law.

(6 Del. C. § 2737(a).)

### Definition of "Clear and Conspicuous"

Means any of the following:

- In larger type than the surrounding text.
- In contrasting type, font, or color to the surrounding text of the same size.
- Set off from the surrounding text of the same size by symbols or other marks.
- If it is a recorded audio disclosure, clear and conspicuous means in a manner that clearly calls attention to the language.

(6 Del. C. § 2731(2).)

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### Penalties

Any knowing or reckless violation of either of the following is considered a deceptive practice under Delaware law:

- The disclosure or notice requirements set out in 6 Del. C. § 2734.
- The requirement to provide a simple cancellation mechanism.

(6 Del. C. § 2732(3), (4).)

In addition to any remedies a consumer may have at law or in equity, the law deems a violation of the automatic renewal provisions:

- An unlawful practice under 6 Del. C. § 2513.
- A violation of Subchapter II of Chapter 25 of this title.

(6 Del. C. § 2737(b).)

If any contract containing an automatic renewal provision is renewed in violation of the law's disclosure or notice requirements, the consumer may void the contract using any method that would have been sufficient to cancel the contract before its renewal. For contracts voided in this manner:

- A consumer is not liable for any costs, fees, or expenses associated with the contract that accrue after the date on which the consumer voided the contract.
- The seller may retain a prorated fraction of any prepaid fees or costs based on the time since the renewal was executed and the time remaining in the renewal period. The seller must refund any remaining prepaid fees or costs to the consumer within 30 days.

(6 Del. C. § 2735(c).)

### Good Faith Exception

Yes. A business that fails to comply with the automatic renewal requirements violates the law unless the business demonstrates all of the following:

- As part of its routine business practice, it has both:
  - established and implemented written procedures to comply with the automatic renewal requirements; and
  - enforces compliance with these procedures.
- Any failure to comply with the automatic renewal requirements is the result of error.
- The unearned portion of the automatic renewal contract is refunded as of the date on which the business is notified of the error or becomes aware of the error, whichever is earlier.

(6 Del. C. § 2734(c).)

### District of Columbia

#### Contracts Subject to Law

A person who sells a good or service to a consumer under a contract either:

- That will automatically renew at the end of a definite term.
- With an initial term of 12 months or more, that will automatically renew for a term of one month or more.

(D.C. Code § 28A-203(a), (b).)

The law does not apply to:

- Insurers.
- Banks or similar organizations.
- Businesses providing services regulated by the Public Service Commission.
- The Federal Communications Commission or the Federal Energy Regulatory Commission.
- Service contract (for maintenance, repair, or replacement, as defined in D.C. Code § 31-2351.01(10)).

(D.C. Code § 28A-204.)

#### Statutory Authority

D.C. Code §§ 28A-201 to 28A-221

#### Key Requirements

Sellers using automatic renewal provisions must clearly and conspicuously disclose the automatic renewal provision and cancellation procedure.

For contracts with an initial term of 12 months or more, that will automatically renew for a term of one month or more, sellers must notify the consumer of the first automatic renewal and annually thereafter, by:

- First-class mail.
- Email.
- Another easily accessible form of communication, such as text message or a mobile phone application, if the consumer specifically authorizes the person to provide notice in that form.

The required notice must:

- Be sent to the consumer no less than 30 days and no more than 60 days before the cancellation deadline.
- Disclose clearly and conspicuously:
  - that unless the consumer cancels the contract, it will automatically renew;
  - the cost of the goods or services for the term of the renewal;
  - the deadline by which the consumer must cancel the contract;
  - the methods by which the consumer may obtain details of the automatic renewal provision and cancellation procedures, including by contacting the seller at a specified telephone number, email address, or by another form of communication; and
  - if the automatic renewal offer includes a free gift or trial, the price that will be charged after the trial ends or the manner in which the price will change following the trial.

## Automatic Renewal State Laws Charts: Overview

Additionally, if the business provides a consumer a free trial of a good or service with a term of one month or more and the contract will automatically renew at the end of the free trial period, the business must notify the consumer of the automatic renewal at least 15 and no more than 30 days before the expiration of the free trial period, and obtain the consumer's affirmative consent to the automatic renewal before charging the consumer for the automatic renewal. (D.C. Code § 28A-203.)

<b>Definition of "Clear and Conspicuous"</b>	"Clearly and conspicuously" means in larger type than the surrounding text, in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that calls attention to the language and is visually proximate to any request for the consumer's consent (D.C. Code § 28A-202(1)).
<b>Penalties</b>	A violation of this law renders an automatic renewal provision void and terminates the contract at the end of the term in which the violation occurred. A violation of this law also is a violation of the District of Columbia Consumer Protection Procedures Act (D.C. Code § 28A-203(d)).
<b>Good Faith Exception</b>	<p>Yes. A good faith exemption exists if a person demonstrates all of the following:</p> <ul style="list-style-type: none"> <li>• The person has established and implemented written procedures to comply with this chapter.</li> <li>• Any failure to comply with this chapter is the result of a good-faith mistake.</li> <li>• Where a good-faith mistake has caused a failure to comply with this chapter, the person provides the consumer with a credit for all amounts billed to or a refund for all amounts paid by the consumer due to the mistaken renewal.</li> </ul> <p>(D.C. Code § 28A-203(d).)</p>

## Florida

<b>Contracts Subject to Law</b>	<p>Any service contract that is automatically renewed for a period of more than one month if the renewal causes the service contract to be in effect more than six months after the day of the initiation of the service contract relating to:</p> <ul style="list-style-type: none"> <li>• Service.</li> <li>• Maintenance.</li> <li>• Repair.</li> </ul> <p>(§ 501.165, Fla. Stat.)</p>
<b>Statutory Authority</b>	§ 501.165, Fla. Stat.
<b>Key Requirements</b>	<p>A seller must:</p> <ul style="list-style-type: none"> <li>• Disclose the automatic renewal provision clearly and conspicuously in the contract or contract offer.</li> <li>• Provide the consumer with written or electronic notification of the automatic renewal provision no less than 30 days and no more than 60 days before the cancellation deadline if the contract is for 12 months or more, and if it automatically renews for more than one month, unless the consumer cancels the contract.</li> <li>• Allow the consumer to cancel the contract in the same manner, and by the same means, as the consumer manifested his or her acceptance of the contract.</li> </ul>

## Automatic Renewal State Laws Charts: Overview

Notification must disclose clearly and conspicuously:

- That unless the consumer cancels, the contract will automatically renew.
- The methods by which the consumer may obtain details of the automatic renewal provision and cancellation procedure, whether by:
  - contacting the seller at a specified telephone number or address;
  - referring to the contract; or
  - any other method.

(§ 501.165(2)(a), (b), (d), Fla. Stat.)

<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	Any violation of the law renders the automatic renewal provision void and unenforceable. If an error has caused the failure to comply in the course of the seller’s routine business practice (see Good Faith Exception below), the unearned portion of the contract subject to the automatic renewal provision is refunded as of the date on which the seller is notified of the error (§ 501.165(2)(c)(3), (e), (f), Fla. Stat.)
<b>Good Faith Exception</b>	<p>Yes. A good faith exception exists where the seller demonstrates all of the following:</p> <ul style="list-style-type: none"> <li>• As part of the seller’s routine business practice, the seller has established and implemented written procedures to comply with this section and enforces compliance with the procedures.</li> <li>• Any failure to comply with this subsection is the result of error.</li> <li>• As part of the seller’s routine business practice, where an error has caused the failure to comply with this subsection, the unearned portion of the contract subject to the automatic renewal provision is refunded as of the date on which the seller is notified of the error.</li> </ul> <p>(§ 501.165(2)(c), Fla. Stat.)</p>

## Georgia

### Contracts Subject to Law

Service contracts with automatic renewal provisions for more than one month if the renewal means the service contract is in effect more than six months after the date of initiation (O.C.G.A. § 13-12-1(1)).

### Statutory Authority

O.C.G.A. §§ 13-12-1 to 13-12-5

### Key Requirements

A seller must disclose the automatic renewal provision clearly and conspicuously in the contract or contract offer (O.C.G.A. § 13-12-2).

If the service contract is for a period of 12 months or more, and if it automatically renews for more than one month, then unless the consumer cancels the contract, the seller must provide the consumer with written or electronic notification of the automatic renewal provision no less than 30 days or no more than 60 days before the cancellation deadline.



## Automatic Renewal State Laws Charts: Overview

The notification must disclose clearly and conspicuously:

- That unless the consumer cancels the contract, the contract will automatically renew.
- The methods by which the consumer may obtain details of the automatic renewal provision and cancellation procedure, including contacting the seller.

(O.C.G.A. §13-12-3(a).)

If any service contract automatically renews for a period of more than 24 months, the seller must in addition to the above notification requirements obtain the following for the automatic renewal to be enforceable:

- Written or electronic acknowledgment from the consumer of receipt of the notification required above.
- An affirmative written or electronic response that the consumer does not intend to terminate the service contract.

(O.C.G.A. § 13-12-3(b).)

<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	A violation renders the automatic renewal provision of a contract void and unenforceable (O.C.G.A. § 13-12-5).
<b>Good Faith Exception</b>	None.

## Hawaii

**Contracts Subject to Law** Automatically-renewing contracts with consumers for products or services (HRS § 481-9.5). The law lists exceptions relating to:

- Financial institutions.
- Insurers.
- Telecommunication providers.
- Cable operators.

(HRS § 481-9.5(j).)

<b>Statutory Authority</b>	HRS § 481-9.5
<b>Key Requirements</b>	<p>A person must clearly and conspicuously disclose for any consumer service contract that has a specified term of more than one month and an automatic renewal clause under which the contract will automatically renew for a specified term of more than one month unless the consumer cancels the contract, both:</p> <ul style="list-style-type: none"><li>• The automatic renewal clause.</li><li>• The procedure by which the consumer can cancel automatic renewal of the consumer contract.</li></ul> <p>(HRS § 481-9.5(a).)</p>

If the contract has a specified term of 12 months or more, and if the automatic renewal is for a term of more than one month, then the seller must notify the consumer clearly and conspicuously of the following, no less than 30 days and no more than 60 days before the date on which consumer must respond:

- That the contract will automatically renew unless the consumer cancels the contract.
- How to cancel the contract.
- The deadline by which the consumer must respond to cancel the consumer contract and prevent automatic renewal.

(HRS § 481-9.5(b).)

Hawaii allows electronic notice if the transaction for the sale of products or services was electronic or the customer elects to receive electronic notice (HRS § 481-9.5(c)).

If the contract contains a continuous service clause, the seller must clearly and conspicuously disclose:

- The continuous service clause.
- The procedure by which the consumer can cancel the contract.

(HRS § 481-9.5(d)).

A seller cannot charge the consumer's credit or debit card or the consumer's account with a third party for an automatic renewal or a continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms (HRS § 481-9.5(e)).

A seller must provide the consumer with an acknowledgment retainable by the consumer that contains:

- The automatic renewal or continuous service offer terms.
- The cancellation policy.
- The procedure by which the consumer may cancel the contract.

(HRS § 481-9.5(f).)

If the offer includes a free trial, the acknowledgment must clearly and conspicuously disclose:

- The right of the consumer to cancel before payment is made for the goods or services.
- The cancellation procedure.

(HRS § 481-9.5(f).)

A seller making an automatic renewal or continuous service offer in a consumer contract must include one or more of the following for purposes of communicating cancellation:

- A toll-free telephone number.
- An email address.

## Automatic Renewal State Laws Charts: Overview

- A postal address if the seller directly bills the consumer.
- A clearly and conspicuously described cost-effective, timely, and easy-to-use alternative means to communicate the cancellation.

(HRS § 481-9.5(g).)

If the seller makes a material change in the terms of the automatic renewal or continuous service offer under the consumer contract that has been accepted by a consumer in Hawaii, the seller must clearly and conspicuously provide the consumer with the following information before implementation of the material change, in a form capable of being retained by the consumer:

- Notice of the material change.
- Information regarding how to cancel.

(HRS § 481-9.5(h).)

### Definition of “Clear and Conspicuous”

Means:

- In larger type than the surrounding text.
- In contrasting type, font, or color to the surrounding text of the same size.
- Set off from the surrounding text of the same size by symbols or other marks in a manner that clearly calls attention to the language.

In the case of an audio disclosure, it means in a volume and cadence sufficient to be readily audible and understandable (HRS § 481-9.5(k)).

### Penalties

Any person who violates the automatic renewal law or who knowingly fails to cancel an automatic renewal contract on a consumer’s request is deemed to have engaged in an unfair method of competition and unfair or deceptive act or practice in the conduct of any trade or commerce within the meaning of Haw. Rev. Stat. § 480-2 (HRS § 481-9.5(d)).

### Good Faith Exception

None.

## Idaho

### Contracts Subject to Law

The Idaho law, which only applies to agreements entered into or renewed on and after January 1, 2023, covers both:

- **Automatic subscription renewals**, which refers to agreements entered into via the internet to provide goods or services to an Idaho consumer for a specified time and price that is automatically renewed at the end of a definite term for a subsequent term unless the consumer cancels the agreement.
- **Extended automatic subscription renewal**, which refers to an automatic subscription renewal entered into via the internet with a specified subscription term in which the subscription automatically renews for a specified term of 12 months or more unless the consumer cancels the subscription.

(Idaho Code § 48-603G(1)(a)-(b).)

## Automatic Renewal State Laws Charts: Overview

Goods refer to both:

- Any property, tangible or intangible, real, personal or mixed.
- Any other article, commodity, or thing of value wherever situate, including certificates or coupons exchangeable for the goods.

(Idaho Code § 48-602(6).)

Services refers to work, labor, or any other act or practice provided or performed by a seller to or on behalf of a consumer (Idaho Code § 48-602(7).)

The law does not apply to entities who only provide a host platform on a website (Idaho Code § 48-603G(1)(c)).

<b>Statutory Authority</b>	Idaho Code § 48-603G, eff. Jan. 1, 2023
<b>Key Requirements</b>	<p>A seller may not make an automatic subscription renewal offer to a consumer in Idaho unless the seller clearly and conspicuously discloses both:</p> <ul style="list-style-type: none"> <li>• The automatic subscription renewal terms.</li> <li>• The methods that the consumer may use to cancel the subscription. The methods must include: <ul style="list-style-type: none"> <li>– free online cancellation of the subscription; and</li> <li>– cancellation in the same manner that the consumer used to subscribe. If a phone number is provided for the purposes of cancellation of the subscription, the number must be toll-free and prominently displayed in the disclosure.</li> </ul> </li> </ul> <p>(Idaho Code § 48-603G(2), (3).)</p> <p>If a seller makes an extended automatic subscription renewal offer to a consumer in Idaho, the seller must notify the consumer of the automatic renewal. For purposes of notice:</p> <ul style="list-style-type: none"> <li>• The notice must be provided to the consumer at least 30 days and no more than 60 days in advance of the date of the delivery or provision of goods or services. The seller must provide for the same methods of cancellation as provided for automatic subscription renewal offers.</li> <li>• The notice must clearly and conspicuously: <ul style="list-style-type: none"> <li>– describe the goods or services to be delivered;</li> <li>– state the price;</li> <li>– inform the consumer that the goods or services will be provided unless the consumer informs the seller that the goods or services are not wanted; and</li> <li>– provide the consumer with at least two methods of cancellation, including at least one that must be provided at no cost to the consumer.</li> </ul> </li> </ul> <p>(Idaho Code § 48-603G(4).)</p>
<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	A violation of this section is a violation of the Idaho Consumer Protection Act (Idaho Code § 48-603G(5)).
<b>Good Faith Exception</b>	None.

### Illinois

<b>Contracts Subject to Law</b>	Any contract for products or services where the contract automatically renews unless the consumer cancels the contract (815 ILCS 601/10). The law does not apply to business-to-business contracts (815 ILCS 601/20(c)).
<b>Statutory Authority</b>	815 ILCS 601/1 to 601/20
<b>Key Requirements</b>	<p>A contract must disclose the automatic renewal clause clearly and conspicuously in the contract, including the cancellation procedure (815 ILCS 601/10(a)).</p> <p>If the contract has a specified term of 12 months or more and the contract automatically renews for a period of more than one month, the seller must, no less than 30 days and no more than 60 days before the consumer's deadline to cancel the automatic renewal, notify the consumer in writing clearly and conspicuously:</p> <ul style="list-style-type: none"> <li>• That unless the consumer cancels the contract it will automatically renew.</li> <li>• Where the consumer can obtain details of the automatic renewal provision and cancellation procedure (such as providing a phone number or by referring to the contract).</li> </ul> <p>If the business makes the automatic renewal or continuous service offer online, it must provide one of the following:</p> <ul style="list-style-type: none"> <li>• A toll-free telephone number.</li> <li>• An email address.</li> <li>• A postal address if the seller directly bills the consumer.</li> <li>• Another cost-effective, timely, and easy-to-use mechanism for cancellation that must be described in the required renewal notice.</li> </ul> <p>A consumer who accepts an automatic renewal or continuous service offer online must be allowed to terminate the offer online, which may include a termination email formatted and provided by the business that a consumer can send to the business without additional information.</p> <p>(815 ILCS 601/10(b), (b-5).)</p>
<b>Definition of "Clear and Conspicuous"</b>	Not defined.
<b>Penalties</b>	A violation is considered an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 601/15).
<b>Good Faith Exception</b>	<p>Yes. A person, firm, partnership, association, or corporation will not be liable for a violation of the law or the Consumer Fraud and Deceptive Business Practices Act if the person, firm, partnership, association, or corporation demonstrates that, as part of its routine business practice, it does all of the following:</p> <ul style="list-style-type: none"> <li>• It has established and implemented written procedures to comply with the law and enforces compliance with the procedures.</li> <li>• Any failure to comply with the law is the result of error.</li> <li>• Where an error has caused a failure to comply with the law, it provides a full refund or credit for all amounts billed to or paid by the consumer from the date of the renewal until the date of the termination of the account, or the date of the subsequent notice of renewal, whichever occurs first.</li> </ul> <p>(815 ILCS 601/10(c).)</p>

## Automatic Renewal State Laws Charts: Overview

### Iowa

<b>Contracts Subject to Law</b>	A physical exercise club contract.
<b>Statutory Authority</b>	Iowa Code Ann. § 552.8
<b>Key Requirements</b>	A physical exercise club contract cannot contain an automatic renewal clause (Iowa Code Ann. § 552.8).
<b>Definition of “Clear and Conspicuous”</b>	Not applicable.
<b>Penalties</b>	None listed.
<b>Good Faith Exception</b>	None.

### Louisiana

<b>Contracts Subject to Law</b>	<p>Any contract for products or services where the contract automatically renews unless the consumer cancels the contract.</p> <p>However, the law does not apply to:</p> <ul style="list-style-type: none"> <li>• The Louisiana Rental-Purchase Agreement Act.</li> <li>• Financial institutions.</li> <li>• Licensed insurers.</li> <li>• Contracts entered before January 1, 2011.</li> <li>• A contract that allows for cancellation by the consumer by written notice within thirty days or within one month, after the initial period has expired.</li> </ul> <p>(La. R.S. 9:2716(D).)</p>
<b>Statutory Authority</b>	La. R.S. 9:2716
<b>Key Requirements</b>	The seller must disclose the automatic renewal clause clearly and conspicuously in the contract or contract offer. The seller must also disclose clearly and conspicuously how to cancel the contract, but that can be done in the initial contract, the contract offer, or with the delivery of the products or services. (La. R.S. 9:2716(A), (B).)
<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	<p>Any contract illegally automatically renewed reverts to a 30-day renewal contract with the same terms (La. R.S. 9:2716(E)).</p> <p>When the law’s good faith exception applies to an error by the seller (see Good Faith Exception), the seller must provide a full refund or credit for all amounts billed or to be paid by the consumer from either:</p> <ul style="list-style-type: none"> <li>• The date of the renewal until the date of the termination of the contract.</li> <li>• The date of the subsequent notice of renewal, whichever occurs first.</li> </ul> <p>(La. R.S. 9:2716(C)(3).)</p>

## Automatic Renewal State Laws Charts: Overview

<b>Good Faith Exception</b>	<p>Yes. A good faith exemption exists where a person, firm, or corporation demonstrates all of the following:</p> <ul style="list-style-type: none"> <li>• It has established and implemented written procedures to comply with this law and enforces compliance with the procedures.</li> <li>• Any failure to comply with this law is the result of error.</li> <li>• When an error has caused the failure to comply with this law, it, as a matter of routine business practice, provides a full refund or credit for all amounts billed to or paid by the consumer from: <ul style="list-style-type: none"> <li>– the date of the renewal until the date of the termination of the contract; or</li> <li>– the date of the subsequent notice of renewal, whichever occurs first.</li> </ul> </li> </ul> <p>(La. R.S. 9:2716(C).)</p>
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## Maine

<b>Contracts Subject to Law</b>	<p>Contracts for the following online goods or services that are for a specified time and price that are automatically renewed at the end of a definite term for a subsequent term:</p> <ul style="list-style-type: none"> <li>• Magazines, journals, and periodicals.</li> <li>• Media players.</li> <li>• Mobile apps.</li> <li>• Social networking services.</li> <li>• Internet game services.</li> <li>• Online software.</li> </ul> <p>(10 M.R.S.A. § 1210-C(1)(A).)</p> <p>The law only applies to agreements entered into or renewed after January 1, 2020 under which a seller makes an automatic subscription renewal or an extended automatic subscription renewal offer to a consumer in Maine (10 M.R.S.A. § 1210-C(4)). An automatic subscription renewal is “extended” if it has a subscription term that both:</p> <ul style="list-style-type: none"> <li>• Runs for 12 months or more.</li> <li>• Automatically renews for a specified term of more than one month unless the consumer cancels the subscription.</li> </ul> <p>(10 M.R.S.A. § 1210-C(1)(B).)</p> <p>Maine also has a separate, older automatic renewal law specific to contracts for the provision of small containerized solid waste hauling service to customers located in Maine not otherwise discussed in this Chart (38 M.R.S.A. § 2112).</p>
<b>Statutory Authority</b>	10 M.R.S.A. §§ 1210-C and 1210-D

## Automatic Renewal State Laws Charts: Overview

### Key Requirements

A seller may not make an automatic subscription renewal offer to a consumer in Maine unless the seller presents that consumer with an easily accessible disclosure of the methods that the consumer may use to cancel the subscription. One method of cancellation must be by any means of communicating information over a computer network. If a phone number is also provided for the purposes of the subscription cancellation, the number must be:

- Toll-free.
- Prominently displayed in the disclosure.

(10 M.R.S.A. § 1210-C(2).)

A seller cannot make an extended automatic subscription renewal offer to a consumer in Maine unless the seller:

- Notifies the consumer of the automatic renewal no less than 30 days and no more than 60 days before the cancellation deadline under the automatic subscription renewal.
- Provides for online cancellation of the subscription by any means of communicating information over a computer network.

The notice of the extended automatic subscription renewal offer must disclose clearly and conspicuously:

- That unless the consumer cancels the subscription it will automatically renew; and
- Where the consumer can obtain details regarding the automatic subscription renewal and cancellation procedure.

(10 M.R.S.A. § 1210-C(3).)

### Definition of "Clear and Conspicuous"

Not defined.

### Penalties

Any violation is considered a violation of the Maine Unfair Trade Practices Act (10 M.R.S.A. § 1210-D).

### Good Faith Exception

An action may not be brought under the Maine Unfair Trade Practices Act if the seller both:

- Proves the violation of the law was the result of an error.
- Provides a full refund or credit to the consumer for the amounts paid from the date of the subscription renewal until whichever comes first:
  - the date of the termination of the subscription; or
  - the date of the subsequent notice of renewal.

(10 M.R.S.A. § 1210-D.)



## Maryland

<b>Contracts Subject to Law</b>	Health club services only.
<b>Statutory Authority</b>	Md. Code Ann., Com. Law § 14-12B-06
<b>Key Requirements</b>	<p>A health club services agreement may not contain an automatic renewal clause, unless the agreement provides for a renewal option for continued membership which must be accepted by the buyer.</p> <p>(Md. Code Ann., Com. Law § 14-12B-06.)</p>
<b>Definition of "Clear and Conspicuous"</b>	Not defined.
<b>Penalties</b>	None listed.
<b>Good Faith Exception</b>	None.

## Missouri

<b>Contracts Subject to Law</b>	Contracts for buyers' clubs (discount buying organizations).
<b>Statutory Authority</b>	§ 407.675, RSMo
<b>Key Requirements</b>	<p>No contract can:</p> <ul style="list-style-type: none"> <li>• Be valid for a term longer than 24 months from the date on which the contract is signed. However, a club may allow a member to convert the contract into a contract for a period longer than 24 months after the member has been a member of the club for at least six months.</li> <li>• Contain an automatic renewal clause (although the agreement may provide for the buyer to exercise a renewal).</li> </ul> <p>(§ 407.675, RSMo.)</p> <p>The duration of the contract must be clearly and conspicuously disclosed in the contract in boldface type of a minimum size of 14-points (§ 407.675, RSMo).</p>
<b>Definition of "Clear and Conspicuous"</b>	Not defined beyond boldface type of a minimum size of 14-points.
<b>Penalties</b>	Penalties and civil actions (§ 407.679, RSMo).
<b>Good Faith Exception</b>	None.

## Montana

<b>Contracts Subject to Law</b>	Small customer service contracts relating to the sale of natural gas.
<b>Statutory Authority</b>	Mont. Admin. R. 38.5.6004(9), (10)
<b>Key Requirements</b>	<p>At least 60 days before the expiration date of the customer's service contract, the supplier must provide written notice to the customer of either:</p> <ul style="list-style-type: none"> <li>• The existence and operation of an automatic renewal provision present in the customer's contract.</li> <li>• The need for the customer to affirmatively renew to retain service from the supplier at the end of the contract term.</li> </ul> <p>If the service contract contains an automatic renewal provision, the supplier may not change the terms and conditions of the contract on the renewal date unless the customer has been provided with written notice of:</p> <ul style="list-style-type: none"> <li>• The changes at least 60 days in advance of their effective date.</li> <li>• Their right to change suppliers rather than renew the contract.</li> </ul> <p>With the written notice of contract changes, the supplier must provide the customer a letter of authorization approving the contract changes to return to the supplier. Without a signed letter of authorization, the supplier may not renew the contract. (Mont. Admin. R. 38.5.6004(9), (10).)</p>
<b>Definition of "Clear and Conspicuous"</b>	Not applicable (law does not require the notice to be clear and conspicuous).
<b>Penalties</b>	None listed.
<b>Good Faith Exception</b>	None.

## Nevada

<b>Contracts Subject to Law</b>	Dance studio contracts or health club memberships only.
<b>Statutory Authority</b>	NRS 598.940 to 598.966
<b>Key Requirements</b>	Dance studio membership contracts or health club memberships contracts may not contain a clause by which the contract is automatically renewed (NRS 598.948).
<b>Definition of "Clear and Conspicuous"</b>	Not defined.
<b>Penalties</b>	Violation is a deceptive trade practice. Any remedies, duties, and prohibitions are not exclusive. (NRS 598.966.)
<b>Good Faith Exception</b>	None. However, the buyer may agree in writing, after a full disclosure, to any correction of the defect if the correction is made within 30 days after the buyer signs a contract for dance lessons, the use of facilities or other services. Otherwise, the contract is rescinded and the buyer must be given a full refund. (NRS 598.960).

## New Hampshire

<b>Contracts Subject to Law</b>	Health club memberships only.
<b>Statutory Authority</b>	N.H. RSA §§ 358-I:3 and 358-I:5
<b>Key Requirements</b>	Automatic renewal is prohibited for more than one-month term; contract for health club services may not be for more than one year. Any renewal must be accepted in writing by a buyer, and may not be renewed more than 90 days before the contract's expiration date. (N.H. RSA § 358-I:5(I).)
<b>Definition of "Clear and Conspicuous"</b>	Means ten-point boldface type (all caps) (N.H. RSA § 358-I:3).
<b>Penalties</b>	Violations are unfair or deceptive acts or practices within the meaning of N.H. RSA § 358-A:2 (N.H. RSA § 358-I:8).
<b>Good Faith Exception</b>	None.

## New Mexico

<b>Contracts Subject to Law</b>	Service contracts (for service, maintenance, or repair) that contain automatic renewal clauses.
<b>Administrative Code Authority</b>	N.M. Admin. Code 12.2.11.1 to 12.2.11.9
<b>Key Requirements</b>	<p>It is an unfair or deceptive trade practice for any consumer service contract to contain an automatic renewal provision unless the contract provision:</p> <ul style="list-style-type: none"> <li>• Is set out in a clear and conspicuous manner in at least ten-point type.</li> <li>• Includes: <ul style="list-style-type: none"> <li>– the notice requirements and specific procedure by which the consumer may cancel the contract at the end of the initial contract term; and</li> <li>– the terms of the automatic renewal in the event that notice of cancellation is not given at the end of the initial contract term.</li> </ul> </li> </ul> <p>(N.M. Admin. Code 12.2.11.8(A).)</p> <p>It is an unfair or deceptive trade practice for any consumer service contract to contain an automatic renewal provision unless the seller provides the consumer written notice before either:</p> <ul style="list-style-type: none"> <li>• The end of the initial term of the contract.</li> <li>• The end of any renewal term of the contract consistent with N.M. Admin. Code 12.2.11.8(C).</li> </ul> <p>(N.M. Admin. Code 12.2.11.8(B).)</p>

## Automatic Renewal State Laws Charts: Overview

It is an unfair and deceptive trade practice for any service contract that contains an automatic renewal provision to fail to:

- Provide written notice to the consumer specifying the procedure by which the consumer may cancel the contract.
- Set out in a clear and conspicuous manner, in at least ten-point type, and served on the consumer either by certified mail or on the first page of a monthly statement at least 30 days before the last day on which the consumer may give notice of the consumer's intention to terminate the contract, but not sooner than 60 days before the last day on which the consumer may give notice.
- Allow a minimum of 30 calendar days after the receipt of the seller's notice under N.M. Admin. Code 12.2.11.8(C)(1) for the consumer to give notice of the consumer's intent to terminate the contract at the end of the initial term or at the end of any additional renewal term.
- Honor a written notice sent via fax, US mail, email, or any other means on which a consumer can reasonably rely to deliver the notice and postmarked, time stamped or otherwise electronically date stamped within the 30 calendar days provided for the consumer to give notice.
- Fail to honor a written notice timely sent, mailed, emailed or otherwise transmitted in a manner on which the consumer can reasonably rely to deliver the notice but received by the seller after the expiration of the notice period.
- Allow termination of the contract at the end of the initial term or at the end of any additional renewal term without additional cost or penalty.

(N.M. Admin. Code 12.2.11.8(C).)

<b>Definition of "Clear and Conspicuous"</b>	At least ten-point type (N.M. Admin. Code 12.2.11.8).
<b>Penalties</b>	Violations are unfair or deceptive acts or practices (N.M. Admin. Code 12.2.11.8).
<b>Good Faith Exception</b>	None.

### New York (Two Laws)

#### Newer law: N.Y. Gen. Bus. Law §§ 527 and 527-a

<b>Contracts Subject to Law</b>	<p>Any plans or arrangements in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term (N.Y. Gen. Bus. Law § 527(1)).</p> <p>The law does not apply to:</p> <ul style="list-style-type: none"> <li>Any auto-renewing plan or arrangement involving businesses operating under a franchise issued by a political subdivision of the state.</li> <li>Any entity regulated by the department of financial services, banks, and credit unions.</li> <li>Security system alarm operators.</li> <li>Certain service contracts as defined by N.Y. Ins. Law § 7902 that are covered by New York's original automatic renewal law (N.Y. Gen. Oblig. Law § 5-903).</li> </ul> <p>(N.Y. Gen. Bus. Law § 527-a(8).)</p>
<b>Statutory Authority</b>	N.Y. Gen. Bus. Law §§ 527 and 527-a
<b>Key Requirements</b>	<p>The business making the automatic renewal or continuous service offer must:</p> <ul style="list-style-type: none"> <li>Present the following information to the consumer clearly and conspicuously, before the consumer's acceptance of the offer: <ul style="list-style-type: none"> <li>that the subscription or purchasing agreement will continue until the consumer cancels;</li> <li>the cancellation policy that applies to the offer;</li> <li>the recurring charges that will be charged to the consumer's credit or debit card or payment account with a third party as part of the automatic renewal plan, and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known;</li> <li>the length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer; and</li> <li>the minimum purchase obligation, if any.</li> </ul> </li> <li>Present the above information: <ul style="list-style-type: none"> <li>in a clear and conspicuous manner before the purchasing agreement is fulfilled and in visual proximity; or</li> <li>in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.</li> </ul> </li> <li>If the offer also includes a free gift or trial, the offer must include a clear and conspicuous explanation of the price that will be charged after the trial ends or the manner in which the subscription or purchasing agreement pricing will change on conclusion of the trial.</li> <li>Obtain the consumer's affirmative consent to the agreement with the automatic renewal offer terms (including those made at a promotional or discounted price for a limited period of time) before charging the consumer's credit or debit card or third-party payment account.</li> </ul>

## Automatic Renewal State Laws Charts: Overview

- Provide an acknowledgment, in a manner that is capable of being retained by the consumer, that includes:
  - the automatic renewal offer terms;
  - the cancellation policy; and
  - the information regarding how to cancel.

If the automatic renewal offer includes a free gift or trial, the business must also disclose in the acknowledgment how to cancel, and allow the consumer to cancel before the consumer pays for the goods or services.

- Provide a toll-free telephone number, email address, a postal address if the business directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation.
- Allow the consumer who accepts an automatic renewal offer online to terminate exclusively online (a termination email template provided by the business is acceptable).
- Provide the consumer notice of any material change to the terms of the automatic renewal that has been accepted by a consumer via a clear and conspicuous notice, as well as information regarding how to cancel in a manner that is capable of being retained by the consumer.

(N.Y. Gen. Bus. Law §§ 527 and 527-a.)

<b>Definition of “Clear and Conspicuous”</b>	<p>Means any of the following, in a manner that clearly calls attention to the language:</p> <ul style="list-style-type: none"> <li>• In larger type than the surrounding text.</li> <li>• In contrasting type, font, or color to the surrounding text of the same size.</li> <li>• Set off from the surrounding text of the same size by symbols or other marks.</li> </ul> <p>If it is an audio disclosure, clear and conspicuous means at a volume and cadence sufficient to be readily audible and understandable.</p> <p>(N.Y. Gen. Bus. Law § 527(3).)</p>
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<b>Penalties</b>	<p>If notice is not provided, then the products or services furnished to the recipient after the expiration of the period of time specified in the contract are deemed an unconditional gift (N.Y. Gen. Bus. Law § 527-a(6)).</p> <p>A court may impose the following penalties:</p> <ul style="list-style-type: none"> <li>• Not more than \$100 for a single violation or \$500 for multiple violations resulting from a single act or incident.</li> <li>• Not more than \$500 for a single knowing violation or \$1,000 for multiple knowing violations resulting from a single act or incident.</li> </ul> <p>(N.Y. Gen. Bus. Law § 527-a(7).)</p>
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The Attorney General may seek an injunction for violations of the law, even without demonstrating an injury or damage to a consumer (N.Y. Gen. Bus. Law § 527-a(7)).

<b>Good Faith Exception</b>	<p>Yes. A business can avoid liability if it can demonstrate that the violation resulted from a bona fide error made despite the maintenance of procedures reasonably adopted to avoid the error. (N.Y. Gen. Bus. Law § 527-a(7).)</p>
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## Older law: N.Y. Gen. Oblig. Law § 5-903

<b>Contracts Subject to Law</b>	Contracts for service, maintenance, or repair to or for any real or personal property with automatic renewal periods greater than one month.
<b>Statutory Authority</b>	N.Y. Gen. Oblig. Law § 5-903
<b>Key Requirements</b>	A contract cannot state that the term is renewed for a specified additional period unless the person furnishing the service, maintenance, or repair, at least 15 days and not more than 30 days before the time specified for serving the notice, gives to the contract party written notice, served personally, or by certified mail, calling the attention of that person to the existence of the provision in the contract. However, these requirements <b>do not</b> apply to a contract in which the automatic renewal period specified is one month or less. (N.Y. Gen. Oblig. Law § 5-903.)
<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	None listed.
<b>Good Faith Exception</b>	None.

## North Carolina

<b>Contracts Subject to Law</b>	Sale or lease of products or services to a consumer where the contract automatically renews (N.C.G.S. § 75-41(a)). Subsections (d) and (d-1) of N.C.G.S. § 75-41 set out the parties to whom the law does not apply (for example, licensed insurers and real estate professionals).
<b>Statutory Authority</b>	N.C.G.S. § 75-41
<b>Key Requirements</b>	<p>A person selling or leasing products or services to a consumer where the contract automatically renews unless the consumer cancels the contract, must:</p> <ul style="list-style-type: none"> <li>• Disclose the automatic renewal clause clearly and conspicuously in the contract or contract offer.</li> <li>• Disclose clearly and conspicuously how to cancel the contract in the initial contract, contract offer, or with delivery of products or services.</li> <li>• For any automatic renewal exceeding 60 days, provide written notice to the consumer by personal delivery, electronic mail, or first-class mail, at least 15 days but no earlier than 45 days before the date the contract is to be automatically renewed: <ul style="list-style-type: none"> <li>– stating the date on which the contract is scheduled to automatically renew; and</li> <li>– notifying the consumer that the contract will automatically renew unless it is cancelled by the consumer prior to that date.</li> </ul> </li> <li>• If the terms of the contract will change upon the automatic renewal of the contract, disclose the changing terms of the contract clearly and conspicuously on the notification in at least 12-point type and in bold print.</li> </ul> <p>(N.C.G.S. § 75-41(a).)</p>
<b>Definition of “Clear and Conspicuous”</b>	Not defined, but at least bold 12-point type if any terms change with renewal (N.C.G.S. § 75-41(a)(4)).

## Automatic Renewal State Laws Charts: Overview

**Penalties** A violation of this law renders the automatic renewal clause void and unenforceable (N.C.G.S. § 75-41(e)).

**Good Faith Exception** Yes. A good faith exception exists where a person demonstrates that all of the following are its routine business practice:

- The person has established and implemented written procedures to comply with this section and enforces compliance with the procedures.
- Any failure to comply with this law is the result of error.
- Where an error has caused the failure to comply with this law, the person provides a full refund or credit for all amounts billed to or paid by the consumer from the date of the renewal until the date of the termination of the contract, or the date of the subsequent notice of renewal, whichever occurs first.

(N.C.G.S. § 75-41(c).)

## North Dakota

**Contracts Subject to Law** Sale or offer to sell merchandise for a specified period under an agreement containing a provision for automatic renewal, which refers to a plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed for a period of more than one month at the end of a definite period for a subsequent period N.D.C.C. § 51-37-01(1). Applies only to contracts or agreements entered into after July 31, 2019 (S.L. 2019, ch. 424 (H.B. 1195), § 3) and does not apply to contracts relating to:

- The sale of insurance.
- The sale of public utilities.
- A bank, bank holding company, credit union, or other financial institution or trust company.

(N.D.C.C. § 51-37-03.)

**Statutory Authority** N.D.C.C. §§ 51-37-01 to 51-37-06

**Key Requirements** A person that sells or offers to sell merchandise for a specified period under an agreement containing a provision for automatic renewal must do all of the following:

- Present the terms of the automatic renewal offer in a clear and conspicuous manner before a subscription or purchasing agreement is fulfilled and in proximity to the offer.
- Provide an acknowledgment that includes the terms of the automatic renewal offer and information regarding how to cancel, in a manner which is capable of being retained by the buyer.
- Provide a cost-effective, timely, and simple procedure for cancellation which must be described in the required acknowledgment.



A person that sells or offers to sell merchandise for a specified period under an agreement that contains a provision for automatic renewal for a period of more than six months at the end of the time period specified in the agreement must provide a clear and conspicuous written notice to the buyer stating the buyer may cancel the contract and avoid automatic renewal. The written notice must:

- Be provided by:
  - first-class mail;
  - electronic mail; or
  - any easily accessible form of communication, including text message or a mobile application, if the consumer specifically authorizes the person to provide notice in that form.
- Include the procedure for canceling and must be given at least 30 days and not more than 60 days before the date on which the agreement will be renewed or the expiration of the period for cancellation.

If there is a material change in the terms of an agreement that contains a provision for automatic renewal, the seller must provide the buyer, in a manner the buyer can retain, with both:

- Clear and conspicuous notice of the material change.
- Information regarding how to cancel.

A person that sells or offers to sell merchandise for a specified period under an agreement that contains a provision for automatic renewal may not make or submit any charge to a buyer's credit card, debit card, bank account, account with a third party, or other financial account, unless the person has complied with the automatic renewal law requirements and obtained the buyer's affirmative consent to the agreement containing the terms of the automatic renewal.

The renewal period in a provision for automatic renewal of an agreement for sale of merchandise may not exceed 12 months. (N.D.C.C. § 51-37-02.)

### **Definition of "Clear and Conspicuous"**

Means any of the following, in a manner that clearly calls attention to the language and makes the language readily apparent, readable, and understandable to the person to which the language is disclosed:

- A larger type than the surrounding text.
- In contrasting type, font, or color to the surrounding text of the same size.
- Set off from the surrounding text of the same size or symbols or other marks.

In the case of an audio disclosure, "clear and conspicuous" means in a volume and cadence sufficient to be readily audible and understandable. A statement that contradicts or is inconsistent with any other information with which the statement is presented is not clear and conspicuous. (N.D.C.C. § 51-37-01.)

## Automatic Renewal State Laws Charts: Overview

### Penalties

Enforceable by both:

- The Attorney General, who has the powers provide under Chapter 51-15 (N.D.C.C. §§ 51-15-01 to 51-15-12) relating to unlawful sales or advertising practices, which includes injunctive relief and civil penalties.
- Private parties (consumers) may seek injunctive relief and restitution. They may also recover costs, expenses, and reasonable attorneys' fees.

(N.D.C.C. §§ 51-37-05 and 51-37-06.)

In addition, any agreement for sale of merchandise in violation of the automatic renewal law is unenforceable and void. If a person sends merchandise resulting from an automatic renewal of an agreement without complying with the automatic renewal requirements or sends merchandise after a buyer undertook an affirmative act to cancel or otherwise avoid charges, the merchandise is considered to be an unconditional gift to the buyer who may dispose of the gift in any manner the buyer sees fit without any obligation to the person. (N.D.C.C. § 51-37-04.)

### Good Faith Exception

None.

## Oregon

### Contracts Subject to Law

Contracts involving an automatic renewal or continuous offer to a consumer. The following are exempt from the requirements:

- A person that provides a service under a franchise issued by a political subdivision of the state or a license, franchise, certificate, or other authorization issued by the Oregon Public Utility Commission (PUC).
- A person that provides a service regulated by the PUC, the FCC, or the Federal Energy Regulatory Commission.
- A person regulated by the Department of Consumer and Business Services under the Insurance Code.
- A bank, bank holding company, or the subsidiary or affiliate of either, or a credit union or other financial institution or trust company as those terms are defined in Or. Rev. Stat. § 706.008, that is licensed under state or federal law.
- A person that is regulated as a service contract seller under Or. Rev. Stat. § 646A.150 to 646A.172.
- A consumer finance company licensed under Chapter 725 (Or. Rev. Stat. Ann. §§ 725.010 to 725.990).
- A person that provides direct-to-home satellite services subject to regulation by the FCC.

(Or. Rev. Stat. § 646A.295.)

### Statutory Authority

Or. Rev. Stat. §§ 646A.292 to 646A.295

## Automatic Renewal State Laws Charts: Overview

### Key Requirements

It is illegal for a person that makes an automatic renewal or continuous service offer to a consumer to do any of the following:

- Fail to present the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner before a subscription or purchasing agreement is fulfilled and:
  - in visual proximity; or
  - in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
- Charge the consumer's credit or debit card or payment account with a third party for an automatic renewal or continuous service without first obtaining the consumer's affirmative consent to the agreement containing the automatic renewal offer terms or continuous service offer terms.
- After the order is completed, fail to provide an acknowledgment that includes the automatic renewal offer terms or continuous service offer terms and information regarding how to cancel, in a manner that is capable of being retained by the consumer. If the offer includes a free trial, the person must also disclose in the acknowledgment how to cancel and allow the consumer to cancel before the consumer pays for the goods or services.

A person making automatic renewal or continuous service offers must provide the following unless there is another cost-effective, timely and easy-to-use mechanism for cancellation that must be described in the required acknowledgment:

- A toll-free telephone number.
- An electronic mail address.
- A post-office address only when the person directly bills the consumer.

In the case of a material change in the terms of the automatic renewal or continuous service offer that has been accepted by a consumer, the person must provide the consumer both with:

- A clear and conspicuous notice of the material change.
- Information regarding how to cancel in a manner that is capable of being retained by the consumer.

(Or. Rev. Stat. § 646A.295.)

#### Definition of "Clear and Conspicuous"

Means any of the following, in a manner that clearly calls attention to the language:

- In larger type than the surrounding text.
- In contrasting type, font, or color to the surrounding text of the same size.
- Set off from the surrounding text of the same size by symbols or other marks.
- In the case of an audio disclosure, means in a volume and cadence sufficient to be readily audible and understandable.

(Or. Rev. Stat. § 646A.293(2).)

## Automatic Renewal State Laws Charts: Overview

<b>Penalties</b>	If a business sends products to a consumer under an automatic renewal agreement without first obtaining the consumer's affirmative consent as required by the law, the products are deemed to be an unconditional gift to the consumer (Or. Rev. Stat. § 646A.295(5)).
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<b>Good Faith Exception</b>	None.
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## Pennsylvania

<b>Contracts Subject to Law</b>	Health club contracts only.
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<b>Statutory Authority</b>	73 P.S. § 2164
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<b>Key Requirements</b>	Maximum term of a health club contract is 36 months. It cannot contain an automatic renewal clause unless the contract provides for a renewal option for continued membership which must be affirmatively accepted by the buyer at the expiration of each contract term. (73 P.S. § 2164.)
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<b>Definition of "Clear and Conspicuous"</b>	Not defined.
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<b>Penalties</b>	A violation is considered a violation of the Unfair Trade Practices and Consumer Protection Law (73 P.S. § 2175(a)).
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<b>Good Faith Exception</b>	None.
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## South Carolina

<b>Contracts Subject to Law</b>	Written contracts for physical fitness services with automatic renewal options.
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<b>Statutory Authority</b>	S.C. Code Ann. § 44-79-60(4)
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<b>Key Requirements</b>	Contracts for physical fitness services may automatically renew, but for no longer than one month, and to be enforceable must be:
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- Disclosed in bold type of at least 14-point font on the front page of the contract.
- Initialed by the customer.

The customer has the ability to opt-in to the automatic renewal provision at the time the initial contract is executed by initialing an opt-in provision. Near the expiration of the initial contract, the facility must notify the customer in writing at the customer's last known address of the automatic renewal option which the customer selected at the time the initial contract was executed. Price may not increase or decrease in an automatically renewed contract without written notice to the customer of at least 30 but not more than 60 days before the effective date of the change in price.

The contract must also state that the cancellation of the contract voids the automatic renewal provision.

(S.C. Code Ann. § 44-79-60.)

<b>Definition of "Clear and Conspicuous"</b>	Not defined, but requires bold type of at least 14-point font and that the customer initial the provision (S.C. Code Ann. § 44-79-60).
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<b>Penalties</b>	None listed.
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<b>Good Faith Exception</b>	None.
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### South Dakota

<b>Contracts Subject to Law</b>	Automatic renewal provisions in telecommunications contracts that have a term of one year or more and that automatically renew for a renewal term greater than 60 days.
<b>Statutory Authority</b>	SDCL 49-31-116
<b>Key Requirements</b>	<p>A provider must give prior written notice to the subscriber of the action that the subscriber must take to avoid automatic renewal at least 30 and not more than 60 days before the date of the required action. The notice must inform the subscriber in clear, plain, and conspicuous language:</p> <ul style="list-style-type: none"> <li>• What action the subscriber must take to avoid renewal.</li> <li>• The date by which the subscriber must act.</li> </ul> <p>(SDCL 49-31-116.)</p>
<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	<p>If the company fails to give the required notice:</p> <ul style="list-style-type: none"> <li>• The automatic renewal provision may not be enforced against the subscriber.</li> <li>• The subscriber may terminate the contract at will following expiration of the original term without incurring any liability or penalty for early termination.</li> </ul> <p>(SDCL 49-31-116.)</p>
<b>Good Faith Exception</b>	None.

### Tennessee

<b>Contracts Subject to Law</b>	<p>Tennessee has two laws regulating automatic renewals.</p> <p><b>Broad Law (effective January 1, 2023)</b></p> <p>The broad law applies to any business that makes an automatic renewal offer or continuous service offer to a consumer in the state (T.C.A. § 47-18-133). The law defines</p> <ul style="list-style-type: none"> <li>• “Automatic renewal” as a plan or arrangement in which a paid subscription or purchasing agreement is automatically renewed at the end of a definite term for a subsequent term. (T.C.A. § 47-18-103.)</li> <li>• “Continuous service” as a plan or arrangement in which a subscription or purchasing agreement continues until the consumer cancels the service. (T.C.A. § 47-18-103.)</li> <li>• “Consumer” as an individual who acquires goods or services for personal, family, or household purposes. (T.C.A. § 47-18-103.)</li> </ul>
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The law does not apply to:

- A state or national bank or trust company insured by the federal deposit insurance corporation or an operating subsidiary of that bank or trust company.
- A state or federal credit union insured by the national credit union administration.
- An individual or entity licensed by the department of financial institutions.
- A service provided by a business, or its affiliate, pursuant to:
  - a franchise issued by a political subdivision of Tennessee; or
  - a license, franchise, certificate, or other authorization issued by the Tennessee public utility commission.
- An individual or business, or an affiliate of the individual or business, regulated by the Tennessee public utilities commission, the FCC, or the federal energy regulatory commission.
- A business licensed under title 56 (insurance).

(T.C.A. § 47-18-133(e).)

### Narrow Law (Alarm System Services)

The narrow law applies to contracts for alarm systems contractor and homeowner or renter with automatic renewal clause (T.C.A. § 62-32-325).

#### Statutory Authority

T.C.A. § 47-18-133, eff. Jan. 1, 2023 (broad law) and T.C.A. § 62-32-325 (narrow law).

#### Key Requirements

##### Broad Law

A business that makes an automatic renewal offer or continuous service offer to a Tennessee consumer must:

- Present the automatic renewal offer terms or continuous service offer terms:
  - in a clear and conspicuous manner before the subscription or purchasing agreement is fulfilled; and
  - in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer.
- If the automatic renewal or continuous service offer includes a free gift or trial, the offer must include a clear and conspicuous explanation of:
  - the price that will be charged after the trial ends; or
  - the manner in which the subscription or purchasing agreement pricing will change upon conclusion of the trial.
- Obtain the consumer's affirmative consent to the agreement containing the automatic renewal offer terms—including the terms of any free trial or discount period—before charging the consumer's credit or debit card or the consumer's account with a third party.

## Automatic Renewal State Laws Charts: Overview

- Following completion of the order, provide an acknowledgment, in a manner that is capable of being retained by the consumer, that includes:
  - the automatic renewal or continuous offer terms;
  - the cancellation policy; and
  - information regarding how to cancel.
- If the automatic renewal offer includes a free gift or trial, the business must disclose in the acknowledgment how to cancel, and allow the consumer to cancel, the automatic renewal before the consumer pays for the goods or services.
- Provide a toll-free telephone number, electronic mail address, a postal address if the seller directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation that must be described in the acknowledgment.

(T.C.A. § 47-18-133(a), (b), (f).)

A business that allows a consumer to accept an automatic renewal or continuous service offer online must allow the consumer to terminate the automatic renewal or continuous service exclusively online, which may include a termination email formatted and provided by the business that a consumer can send to the business without additional information (T.C.A. § 47-18-133(c)).

In the event of a material change in the terms of the automatic renewal or continuous service that has been accepted by a consumer in Tennessee, the business must provide the consumer with both:

- A clear and conspicuous notice of the material change.
- Information regarding how to cancel in a manner that is capable of being retained by the consumer.

(T.C.A. § 47-18-133(d).)

### Narrow Law (Alarm System Services)

A contract between an alarm systems contractor and any homeowner or renter for alarm services may not automatically renew for a period more than one year. At any time during an automatic renewal period, any party to the contract who is being relocated to a hospital, nursing home, or assisted living facility may cancel the contract by giving 30 days' written notice to the alarms system contractor. (T.C.A. § 62-32-325.)

#### Definition of "Clear and Conspicuous"

Only the broad law defines clear and conspicuous. The term means one or more of the following, in a manner that clearly calls attention to the language:

- In larger type than the surrounding text.
- In contrasting type, font, or color to the surrounding text of the same size.
- Set off from the surrounding text of the same size by symbols or other marks.
- In the case of an audio disclosure, "clear and conspicuous" and "clearly and conspicuously" mean in a volume and cadence sufficient to be readily audible and understandable.

(T.C.A. § 47-18-103 (amendment effective Jan. 1, 2023).)

## Automatic Renewal State Laws Charts: Overview

### Penalties

### Broad Law

A violation of the law is considered to be an unfair or deceptive act or practice under the Tennessee Consumer Protection Act of 1977 (T.C.A. § 47-18-104 (amendment effective Jan. 1, 2023)).

### Narrow Law (Alarm System Services)

The state board for licensing alarm systems contractors may:

- When it deems appropriate, seek civil remedies at law or equity to restrain or enjoin any unauthorized practice or other violation of this part.
- Impose a civil penalty of no more than \$5,000 against any person who violates any provision of this law or any rule of the board adopted under this law. In determining the amount of any penalty, the board considers the degree and extent of harm caused by the violation.

A violation of this law or any rule lawfully promulgated under this law is a Class B misdemeanor subject to fine only. (T.C.A. § 62-32-320.)

### Good Faith Exception

None listed for either law.

## Utah

### Contracts Subject to Law

Service contracts (service, maintenance, or repair in connection with real property or benefit to real property) with automatic renewal provisions for one or more specified periods if the renewal causes the contract to be in effect more than six months after initiation; and the renewal is effective unless the consumer gives notice of consumer's intention to terminate (Utah Code § 15-10-102 (defining "automatic renewal provision" and "service contract")).

Utah also has a separate, older automatic renewal law specific to health spa services (defined as any instruction, training, supervision, or monitoring of an individual's physical fitness or well-being). These contracts may not have a term in excess of 36 months, but may include an automatic renewal provision if notice of the provision is provided to the consumer no sooner than 60 days before, and no later than 30 days before, the day on which the contract automatically renews. (Utah Code §§ 13-23-2 and 13-23-3.)

### Statutory Authority

Utah Code §§ 15-10-201, 15-10-202, and 13-23-1 to 13-23-8

### Key Requirements

For service contracts that automatically renew for periods greater than 12 months, a seller must provide written notice of an automatic renewal provision prominently displayed on the first page of the service contract, as well as written notice directly to the consumer:

- Personally.
- By certified mail.
- Prominently displayed on the first page of a monthly statement.

The written notice must be provided no later than 30 calendar days before the last day on which the consumer may give notice of the consumer's intention to terminate the service contract and no sooner than 90 calendar days before the last day on which the consumer may give notice of the consumer's intention to terminate the service contract. (Utah Code § 15-10-201.)



## Automatic Renewal State Laws Charts: Overview

<b>Definition of “Clear and Conspicuous”</b>	None stated for either law, but notice under the service contract must be written in clear and understandable language and printed in an easy-to-read type size and style (Utah Code § 15-10-201).
<b>Penalties</b>	<p>For the service contract law, the automatic renewal provision is void and unconscionable as a matter of public policy and the service contract must automatically renew on a month-to-month basis (Utah Code § 15-10-202).</p> <p>For the health spa services law, violators are subject to a cease and desist order and an administrative fine of up to \$2,500 for each separate violation up to \$10,000 for any series of violations arising out of the same operative facts (Utah Code § 13-23-7).</p>
<b>Good Faith Exception</b>	None.

## Vermont

<b>Contracts Subject to Law</b>	A contract between a consumer and a seller or a lessor with an initial term of one year or longer that renews for a subsequent term that is longer than one month. The law does not apply to a contract between a consumer and financial institution or a contract for insurance.
<b>Statutory Authority</b>	9 V.S.A. § 2454a
<b>Key Requirements</b>	<p>A contract cannot renew automatically unless:</p> <ul style="list-style-type: none"> <li>• The contract states clearly and conspicuously the terms of the automatic renewal provision in plain, unambiguous language in bold font.</li> <li>• In addition to accepting the contract, the consumer takes an affirmative action to opt in to the automatic renewal provision.</li> <li>• If the consumer opts in to the automatic renewal provision, the seller or lessor provides a written or electronic notice to the consumer: <ul style="list-style-type: none"> <li>– no less than 30 days and not more than 60 days before the earliest of the automatic renewal date, the termination date, or the date by which the consumer must provide notice to cancel the contract; and</li> <li>– that includes the date the contract will terminate and a clear statement that the contract will renew automatically unless the consumer cancels the contract on or before the termination date, and the length of any additional terms of the renewal period.</li> </ul> </li> </ul> <p>(9 V.S.A. § 2454a(a).)</p> <p>A seller or lessor providing an automatic renewal offer must:</p> <ul style="list-style-type: none"> <li>• Provide to the consumer a toll-free telephone number, email address, a postal address if the seller or lessor directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for canceling the contract.</li> <li>• If the consumer accepted the contract online, permit the consumer to terminate the contract exclusively online, which may include a termination email formatted and provided by the seller or lessor that the consumer can send without additional information.</li> </ul> <p>(9 V.S.A. § 2454a(b).)</p>

## Automatic Renewal State Laws Charts: Overview

<b>Definition of "Clear and Conspicuous"</b>	None stated.
<b>Penalties</b>	A person who violates the provisions commits an unfair and deceptive act in violation of 9 V.S.A. § 2453 (9 V.S.A. § 2454a(c)).
<b>Good Faith Exception</b>	None.

## Virginia

<b>Contracts Subject to Law</b>	<p>Contracts for goods or services, or both, with an automatic renewal or continuous service offer to a consumer. The law does not apply to:</p> <ul style="list-style-type: none"> <li>Any service provided by a supplier or its affiliate where either the supplier or its affiliate is doing business under: <ul style="list-style-type: none"> <li>a franchise issued by a political subdivision of the Commonwealth; or</li> <li>a license, franchise, certificate, or other authorization issued by the State Corporation Commission (SCC) to a public service company or public utility under Title 56.</li> </ul> </li> <li>Any service provided by a supplier or its affiliate where either the supplier or its affiliate is regulated by the SCC, the FCC, or the Federal Energy Regulatory Commission.</li> <li>Alarm company operators that are regulated under Va. Code Ann. § 15.2-911.</li> <li>A bank, bank holding company, or the subsidiary or affiliate of either, or a credit union or other financial institution, licensed under federal or state law.</li> <li>Any home protection company regulated by the SCC under Chapter 26 (Va. Code Ann. § 38.2-2600 et seq.) of Title 38.2.</li> <li>Any home service contract provider regulated by the Department of Agriculture and Consumer Services under Chapter 33.1 (Va. Code Ann. § 59.1-434.1 et seq.).</li> <li>Any health club registered under the Virginia Health Club Act (Va. Code Ann. § 59.1-294 et seq.).</li> </ul> <p>(Va. Code Ann. § 59.1-207.48.)</p>
<b>Statutory Authority</b>	Va. Code Ann. §§ 59.1-207.45 to 59.1-207.49
<b>Key Requirements</b>	<p>A supplier making the automatic renewal or continuous service offer must:</p> <ul style="list-style-type: none"> <li>Disclose the following information in a clear and conspicuous manner before the consumer accepts the offer, and in visual proximity, or in the case of an offer conveyed by voice, in temporal proximity, to the request for consent to the offer: <ul style="list-style-type: none"> <li>that the subscription or purchasing agreement will continue until the consumer cancels;</li> <li>the description of the cancellation policy that applies to the offer;</li> <li>the recurring charges that will be charged to the consumer's credit or debit card or payment account with a third party as part of the automatic renewal plan and that the amount of the charge may change, if that is the case, and the amount to which the charge will change, if known;</li> </ul> </li> </ul>

## Automatic Renewal State Laws Charts: Overview

- the length of the automatic renewal term or that the service is continuous, unless the length of the term is chosen by the consumer; and
- the minimum purchase obligation, if any.
- Obtain the consumer’s affirmative consent to the agreement with the automatic renewal offer terms (including those made at a promotional or discounted price for a limited period of time) before charging the consumer’s credit or debit card or third-party payment account.
- Provide an acknowledgment, in a manner that is capable of being retained by the consumer, that includes:
  - the automatic renewal offer terms;
  - the cancellation policy; and
  - the information regarding how to cancel.

If the automatic renewal offer includes a free trial, the business must also disclose in the acknowledgment how to cancel the free trial before the consumer pays or becomes obligated to pay for the goods or services.

- Provide a toll-free telephone number, email address, postal address if the business directly bills the consumer, or another cost-effective, timely, and easy-to-use mechanism for cancellation.
- Make available a conspicuous online option to cancel the automatic renewal, if the supplier is making the initial automatic renewal offer online.
- Before implementing a material change to the terms of the automatic renewal, provide the consumer, in a manner that is capable of being retained by the consumer:
  - clear and conspicuous notice of the change; and
  - information regarding how to cancel.

(Va. Code Ann. §§ 59.1-207.45 and 59.1-207.46.)

### Definition of “Clear and Conspicuous”

Means one or more of the following, in a manner that clearly calls attention to the language:

- In larger type than the surrounding text.
- In contrasting type, font, or color to the surrounding text of the same size.
- Set off from the surrounding text of the same size by symbols or other marks.
- For audio disclosures, in a volume and cadence sufficient to be readily audible and understandable.

(Va. Code Ann. § 59.1-207.45.)

## Automatic Renewal State Laws Charts: Overview

### Penalties

A violation is a prohibited practice under the Virginia Consumer Protection Act (VCPA) (Va. Code Ann. 59.1-200(A)(58),(67)), except a supplier is not subject to civil penalties or damages if the supplier makes a good faith effort to comply with the law's requirements (Va. Code Ann. § 59.1-207.49).

Violations are subject to the enforcement provisions of the VCPA. Suppliers may be subject to civil penalties (up to \$5,000 per violation) or damages (private right of action from individual consumers), or both. (Va. Code Ann. § 59.1-207.49.)

In any case in which a supplier sends any goods, wares, merchandise, or products to a consumer under a continuous service agreement or automatic renewal of a purchase without first obtaining the consumer's affirmative consent, the goods, wares, merchandise, or products must for all purposes be deemed an unconditional gift to the consumer, who may use or dispose of the same in any manner the consumer sees fit without any obligation whatsoever on the consumer's part to the supplier, including any obligation or responsibility for shipping any goods, wares, merchandise, or products to the supplier (Va. Code Ann. § 59.1-207.47).

### Good Faith Exception

If a supplier makes a good faith effort to comply with the statutory requirements, the supplier is not subject to either a civil penalty under Va. Code Ann. § 59.1-206 or damages under Va. Code Ann. § 59.1-204 (Va. Code Ann. § 59.1-207.49).

## Wisconsin

### Contracts Subject to Law

Requires businesses, including health care providers and insurers, to notify customers of automatic renewal or extension provisions in "business contracts," which are defined as contracts that are entered into for either:

- The lease of business equipment, if any of the business equipment is used primarily in the state.
- Providing business services, but only if the contract is for the direct benefit of the end user of the business equipment or business services.

The definition also excludes many types of contracts from its regulation.

### Statutory Authority

Wis. Stat. § 134.49

### Key Requirements

If a business contract has an automatic renewal provision for more than a period of one month, the seller must do one of the following:

- When the customer enters into the contract, present to the customer a copy of a form including the required disclosures required and obtain the customer's signature on the form.
- Include the required disclosures in the contract in a conspicuous manner and obtain the customer's initials on the contract on a page on which a disclosure appears.

A required disclosure must contain all of the following:

- A statement that the contract will be renewed or extended unless the customer declines renewal or extension.
- A statement indicating the duration of the additional contract period that would result from an automatic renewal or extension period.
- A statement indicating whether an increase in charges to the customer will apply upon an automatic renewal or extension.
- A description of action the customer must take to decline renewal or extension.
- The date of the deadline for the customer to decline renewal or extension.

If a contract for more than 12 months has an automatic renewal provision that renews for more than 12 months, the seller must provide to the customer at least 15 days but not more than 60 days before the deadline for the customer to decline renewal or extension, a written notice containing all of the following:

- A statement that the contract will be renewed or extended unless the customer declines renewal or extension.
- The deadline for the customer to decline renewal or extension.
- A description of any increase in charges to the customer that will apply after renewal or extension.
- A description of action that the customer must take to decline extension or renewal.

Manner of notice required is satisfied by:

- Mailing a copy of the notice by regular US mail to the customer at the customer's last-known business address unless the contract requires the customer to notify the seller by certified mail of the customer's intent to cancel.
- Mailing a copy of the notice by registered or certified mail to the customer at the customer's last-known business address.
- Giving a copy of the notice personally to an owner, officer, director, or managing agent of the customer's business.
- Including the notice on the first page of a monthly invoice sent to the customer. The notice must be prominently displayed in bold face type and in a type size no smaller than 12-point.
- Sending a facsimile to the customer to the customer's last-known facsimile number, if the contract permits the customer to use this method to notify the seller that the customer declines renewal or extension of the contract.
- Sending an email to the customer at the customer's last-known email address, if the contract permits the customer to use this method to notify the seller that the customer declines renewal or extension of the contract.
- By sending the notice via a recognized overnight courier service if the contract permits the customer to use this method to notify the seller that the customer declines renewal or extension of the contract.

(Wis. Stat. § 134.49.)

## Automatic Renewal State Laws Charts: Overview

<b>Definition of “Clear and Conspicuous”</b>	Not defined.
<b>Penalties</b>	Damages and attorneys’ fees (Wis. Stat. § 134.49(6)).
<b>Good Faith Exception</b>	<p>Yes. A seller is not liable in an action or counterclaim if the court finds either of the following:</p> <ul style="list-style-type: none"><li>• All of the following:<ul style="list-style-type: none"><li>– the seller has established and implemented written procedures for compliance;</li><li>– the seller’s failure to comply or the seller’s attempt to enforce a provision that is void and unenforceable was not willful or malicious; and</li><li>– the seller has refunded any amounts paid by the customer after the date of the renewal or extension until the date on which the business contract is terminated.</li></ul></li><li>• The customer requested, in writing, renewal or extension of the contract that is the basis for the customer’s action or counterclaim against the seller, and the customer was aware of the terms under which the contract would be renewed or extended.</li></ul> <p>(Wis. Stat. § 134.49(6)(d).)</p>

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