

2026 Regular Session

HOUSE BILL NO. 750

BY REPRESENTATIVE COX AND SENATOR DUPLESSIS

CONSUMERS/PROTECTION: Provides for easy cancellation of automatic renewal subscriptions

1 AN ACT

2 To enact Chapter 70 of Title 51 of the Louisiana Revised Statutes of 1950, to be comprised
3 of R.S. 51:3301 through 3304, relative to automatic renewal contracts; to provide
4 definitions; to provide for required disclosures; to establish cancellation mechanism
5 requirements; to provide for certain required renewal notifications; to provide for
6 recordkeeping; to provide for exemptions; to provide for violations and penalties; to
7 provide a period within which to cure a violation without penalty; and to provide for
8 related matters.

9 Be it enacted by the Legislature of Louisiana:

10 Section 1. Chapter 70 of Title 51 of the Louisiana Revised Statutes of 1950,
11 comprised of R.S. 51:3301 through 3304, is hereby enacted to read as follows:

12 CHAPTER 70. CLICK-TO-CANCEL ACT

13 §3301. Short title

14 This Chapter shall be known and may be cited as the "Click-to-Cancel Act".

15 §3302. Definitions

16 In this Chapter, unless the context clearly indicates otherwise, the following
17 terms have the following definitions:

18 (1) "Automatic renewal contract" means a plan or arrangement in which a
19 paid subscription or purchasing agreement for goods or services is automatically

1 renewed at the end of a definite term for a subsequent term or on a continuous or
2 recurring basis.

3 (2) "Automatic renewal offer terms" or "continuous service renewal offer
4 terms" means clear and conspicuous disclosures of all of the following:

5 (a) That the contract will automatically renew or extend following the initial
6 period for a set term not to exceed one year unless the consumer provides express
7 written consent to a longer renewal term.

8 (b) The cancellation policy that applies to the offer.

9 (c) Any recurring charges to the consumer's method of payment under the
10 automatic renewal contract.

11 (d) The length of an automatic renewal term.

12 (e) Any minimum purchase obligation.

13 (3)(a) "Clear and conspicuous" or "clearly and conspicuously" means all of
14 the following:

15 (i) For a text disclosure, presented in larger type than the surrounding text;
16 in contrasting type, font, or color to the surrounding text of the same size; or set off
17 from the surrounding text by symbols or other marks that clearly call attention to the
18 language.

19 (ii) For an audio disclosure, presented in a volume and cadence sufficient to
20 be readily audible and understandable.

21 (b) The term excludes disclosures requiring additional action to view, such
22 as clicking a hyperlink or hovering over an icon, or disclosures containing
23 information that interferes with, detracts from, or contradicts the negative option
24 features and other material terms of the offer.

25 (4) "Consumer" means a person who purchases or attempts to purchase
26 merchandise, for personal, family, or household purposes.

27 (5) "Merchandise" means any objects, wares, goods, commodities,
28 intangibles, real estate, or services.

1 (6) "Person" means a natural person or that natural person's legal
2 representative, or a juridical person or an agent or mandatary of that juridical person.

3 (7) "Trial period" means a period of time during which a consumer may
4 sample a product or service for free or at a discounted price as an inducement for the
5 consumer to purchase that product or service or a similar product or service.

6 §3303. Automatic renewal contracts; requirements; prohibitions

7 A. A person who conducts business in this state shall not offer an automatic
8 renewal contract to a consumer in this state if that person does any of the following:

9 (1) Fails to present the automatic renewal offer terms or continuous service
10 offer terms clearly and conspicuously before the subscription or purchasing
11 agreement is fulfilled and in visual proximity to the request for acceptance of the
12 offer, or, if the offer is conveyed by voice, in temporal proximity to the request for
13 acceptance. If the offer includes a free or discounted trial period offer, the person
14 shall clearly and conspicuously explain the price that will be charged after the trial
15 period ends or the manner in which the pricing will change upon conclusion of the
16 trial period.

17 (2) Charges the consumer's method of payment for an automatic renewal or
18 continuous service without first obtaining the consumer's affirmative consent to an
19 agreement that clearly and conspicuously displays the automatic renewal offer terms
20 or continuous service offer terms, including the terms of an automatic renewal offer
21 or continuous service offer that is made at a promotional or discounted price for a
22 limited period of time.

23 (3) Fails to provide the consumer with an acknowledgment that includes the
24 automatic renewal offer terms or continuous service offer terms, cancellation policy,
25 and cancellation instructions in a manner capable of being retained by the consumer.
26 If the automatic renewal offer or continuous service offer includes a discount, free
27 gift, or trial period, the person shall also disclose in the acknowledgment how to
28 cancel, and shall allow the consumer to cancel, the automatic renewal or continuous
29 service before the consumer is charged for the goods or services.

1 (4) Fails to obtain the consumer's express affirmative acceptance of the
2 automatic renewal or continuous service offer terms.

3 (5) Includes any information that interferes with, detracts from, contradicts,
4 or otherwise undermines the consumer's ability to provide express affirmative
5 acceptance to the automatic renewal or continuous service offer.

6 (6) Fails to maintain reasonable business records sufficient to demonstrate
7 the consumer's affirmative consent for a period of not less than one year from the
8 date of acceptance or termination of the contract, whichever is later.

9 (7) Fails to provide the consumer, before confirming the consumer's billing
10 information and as may be required by Subsection B of this Section, a clear and
11 conspicuous notice stating all of the following:

12 (a) The automatic renewal or continuous service will automatically renew
13 unless the consumer cancels.

14 (b) The length and any additional terms of the renewal period.

15 (c) The amount or range of costs the consumer will be charged and the
16 frequency of those charges unless the consumer takes timely steps to prevent or stop
17 those charges.

18 (d) All methods for the consumer to cancel the automatic renewal or
19 continuous service.

20 (e) If the notice is sent electronically, a link directing the consumer to the
21 cancellation process, or another reasonably accessible electronic method if no link
22 exists.

23 (f) Contact information for the person offering the automatic renewal
24 contract.

25 (8) Fails to provide a reasonable, readily accessible mechanism for the
26 consumer to cancel the automatic renewal contract or trial period offer, avoid
27 charges or increased charges for the good or service, and stop any recurring charges.
28 The cancellation mechanism shall not be unreasonably burdensome or designed to

1 deter cancellation. The mechanism shall provide for cancellation online, or by email,
2 telephone, or another commonly used communication method.

3 B. If a material change occurs in the terms of an automatic renewal contract
4 accepted by a consumer in this state, the person who offered the contract shall
5 provide the consumer with a clear and conspicuous notice of the material change and
6 information on how to cancel the contract, including information on the simple
7 mechanism described in Paragraph (A)(8) of this Section, in a manner capable of
8 being retained by the consumer.

9 C. A person who offers an automatic renewal contract to a consumer shall
10 notify the consumer that the contract will automatically renew or continue unless the
11 consumer cancels the contract. The notice shall inform the consumer of the process
12 for canceling the automatic renewal contract, provide clear and accurate information
13 about the identity of the sender, and be consistent with Paragraph (A)(4) of this
14 Section. The person shall provide the notice by any of the following methods:

15 (1) Postal mail.

16 (2) Electronic mail.

17 (3) Another easily accessible form of communication, such as a text message
18 or a mobile phone application notification, if the consumer specifically authorizes
19 the person to provide notice in that form or if the consumer customarily uses that
20 form to communicate with the person.

21 D.(1) A person selling a good or service by an automatic renewal contract
22 shall provide notice to the consumer prior to renewal in any of the following
23 circumstances:

24 (a) The renewal term is twelve months or longer.

25 (b) There is a material change in the contract terms, including a price
26 increase.

27 (c) The contract converts from a trial period to a paid subscription.

1 (2) Notice given pursuant to Paragraph (1) of this Subsection shall be
2 provided at least fifteen days prior to the renewal or conversion and shall include all
3 of the following:

- 4 (a) The renewal terms.
- 5 (b) The amount to be charged.
- 6 (c) Instructions on how to cancel.

7 E.(1) Prior to the initiation of any enforcement action or assessment of civil
8 penalties pursuant to this Chapter, a person shall be provided written notice of the
9 alleged violation and shall have thirty days to cure that violation.

10 (2) If the person cures the violation within the thirty-day period and provides
11 written confirmation of that cure, no civil penalty shall be imposed for that violation.

12 (3) This Subsection does not apply to willful or repeated violations.

13 F. This Section does not apply to all of the following:

14 (1) The Louisiana Rental-Purchase Agreement Act as provided in R.S.
15 9:3351 through 3362.

16 (2) A bank, trust company, savings and loan association, savings bank, credit
17 union, finance or credit company, industrial loan company, or any foreign bank
18 maintaining a branch or agency licensed under the laws of the United States, or any
19 subsidiary or affiliate of these.

20 (3) An insurer licensed under Title 22 of the Louisiana Revised Statutes of
21 1950.

22 (4) A contract entered into before January 1, 2011.

23 (5) A person with fewer than fifty employees or with annual gross revenue
24 of less than five million dollars is exempt from the notice requirements of Subsection
25 D of this Section if that person complies with the disclosure, consent, and
26 cancellation provisions of this Chapter.

27 G. A person that demonstrates a good faith effort to comply with the
28 provisions of this Chapter and maintains reasonable compliance procedures shall not

1 be liable for technical or inadvertent violations that do not result in material harm to
2 the consumer.

3 §3304. Violations; penalties; unfair acts or practices

4 A. A person who violates the provisions of this Chapter shall make
5 restitution to the affected consumer for any actual financial harm directly resulting
6 from the violation. Any private right of action shall be limited to recovery of actual
7 damages. Attorney fees may be awarded only upon a finding of willful violation.

8 B. A person who violates the provisions of this Chapter shall be subject to
9 a civil penalty set by the attorney general of no more than five hundred dollars per
10 violation.

11 C. A violation of this Chapter shall be a deceptive and unfair trade practice
12 and shall subject the violator to actions and penalties provided in the Unfair Trade
13 Practices and Consumer Protection Law, R.S. 51:1401 et seq.

DIGEST

The digest printed below was prepared by House Legislative Services. It constitutes no part of the legislative instrument. The keyword, one-liner, abstract, and digest do not constitute part of the law or proof or indicia of legislative intent. [R.S. 1:13(B) and 24:177(E)]

HB 750 Engrossed

2026 Regular Session

Cox

Abstract: Provides for simple cancellation of automatic renewals.

Proposed law defines "automatic renewal contract", "automatic renewal offer terms", "continuous service renewal offer terms", "clear and conspicuous", "clearly and conspicuously", "consumer", "merchandise", "person", and "trial period".

Proposed law provides that an automatic renewal contract offered to a consumer in this state must clearly and conspicuously disclose the automatic renewal offer terms, cancellation policy, and cancellation instructions to the consumer and obtain that consumer's affirmative acceptance before the consumer can be charged.

Proposed law prohibits the inclusion of any information that interferes with or detracts from the consumer's ability to provide affirmative acceptance.

Proposed law requires that business records sufficient to demonstrate the consumer's affirmative acceptance of the terms be maintained for a period of not less than one year from the date of acceptance or date of termination of the contract, whichever is later.

Proposed law provides that the cancellation mechanism for an automatic renewal contract be at least as easy to use as the mechanism used to accept the automatic renewal offer terms.

Proposed law provides that consumers must be promptly notified of material changes in the automatic renewal contract or any upcoming automatic renewal payments if the renewal

term is 12 months or longer, if there is a material change in contract terms, or if the contract converts from a trial period to a paid subscription.

Proposed law provides for a 30-day period within which a person who violates proposed law may cure that violation without penalty.

Proposed law provides for exemptions.

Proposed law provides for penalties for violations of proposed law.

(Adds R.S. 51:3301-3304)

Summary of Amendments Adopted by House

The Committee Amendments Proposed by House Committee on Commerce to the original bill:

1. Make technical changes.
2. Change the definition of "consumer" from a person who purchases or attempts to purchase merchandise to a person who purchases or attempts to purchase merchandise, for personal, family, or household purposes.
3. Reduce the time period that records of the consumer's affirmative consent must be kept from the date of acceptance or termination of the contract, from 3 years to 1 year.
4. Change the required cancellation mechanism from the same medium used to accept the automatic renewal contract to one that is reasonable, readily accessible, not unreasonably burdensome, or designed to deter cancellation.
5. Change the requirement to notify the consumer of an upcoming automatic renewal from each automatic renewal to only renewal terms of 12 months or longer, or when there is a material change in contract terms, or a conversion from trial period to paid subscription.
6. Require notice of an upcoming automatic renewal to include renewal terms, amount to be charged, and instructions on how to cancel.
7. Provide a 30-day period within which a person in violation of proposed law may cure that violation without penalty.
8. Exempt a person with fewer than 50 employees or with an annual gross revenue of less than \$5 million from the notice requirements of proposed law if that person complies with disclosure, consent, and cancellation requirements.
9. Provide that a person who demonstrates a good faith effort to comply with the provisions of proposed law shall not be held liable for technical or inadvertent violations.
10. Change the possible penalty for a violation from financial damages, court costs, and attorney fees to actual damages only and attorney fees only for willful violations.