

2026 Regular Session

ACT No. 830

HOUSE BILL NO. 750

BY REPRESENTATIVES COX AND CHASSION AND SENATOR DUPLESSIS

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 3305, 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; to provide for
8 applicability and exceptions; to provide for an effective date; and to provide for
9 related matters.

10 Be it enacted by the Legislature of Louisiana:

11 Section 1. Chapter 70 of Title 51 of the Louisiana Revised Statutes of 1950,
12 comprised of R.S. 51:3301 through 3305, is hereby enacted to read as follows:

13 CHAPTER 70. CLICK-TO-CANCEL ACT

14 §3301. Short title

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

16 §3302. Definitions

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

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

1 automatically renewed at the end of a definite term for a subsequent term or on a
2 continuous or 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) "Clear and conspicuous" or "clearly and conspicuously" does not include
22 disclosures that interfere with, detract from, or contain information that contradicts
23 the negative option features and other material terms of the offer.

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

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

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

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

§3303. Automatic renewal contracts; requirements; prohibitions

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

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

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

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

(4) Includes any information that contradicts or undermines the consumer's ability to provide express affirmative acceptance to the automatic renewal or continuous service offer.

1 (5) Fails to maintain reasonable business records sufficient to demonstrate
2 the consumer's affirmative consent for a period of not less than one year from the
3 date of formation of the contract.

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

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

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

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

13 (d) One or more methods for the consumer to cancel the automatic renewal
14 or continuous service.

15 (e) Contact information for the person offering the automatic renewal
16 contract.

17 (7) Fails to provide a cost-effective, timely, and easy-to-use mechanism for
18 the consumer to cancel the automatic renewal contract or trial period offer, avoid
19 charges or increased charges for the good or service, and stop future charges after the
20 expiration of the contractual term. The cancellation mechanism shall not be
21 unreasonably burdensome or designed to deter cancellation. The mechanism shall
22 provide for cancellation online, or by email, telephone, or another commonly used
23 communication method.

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

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

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

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

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

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

11 (a) The renewal terms.

12 (b) The amount to be charged.

13 (c) Instructions on how to cancel.

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

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

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

20 E. This Chapter does not apply to any of the following:

21 (1) The Louisiana Rental-Purchase Agreement Act as provided in R.S.
22 9:3351 through 3362.

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

27 (3) An insurer licensed under Title 22 of the Louisiana Revised Statutes of
28 1950 or its affiliate.

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

1 (5) A person with fewer than fifty employees or with annual gross revenue
2 of less than five million dollars is exempt from the notice requirements of Subsection
3 C of this Section if that person complies with the disclosure, consent, and
4 cancellation provisions of this Chapter.

5 (6) A service provided by a business or its affiliate when either that business
6 or its affiliate is regulated by the Federal Communications Commission.

7 (7) Any dues, benefits, products, services, or programs provided by a
8 nonprofit corporation or trade association organized and operated for professional,
9 trade, business, or industry purposes to its members, when such dues, benefits,
10 products, services, or programs are provided in connection with the member's
11 professional, trade, occupational, commercial, or business activities and are not
12 offered primarily for personal, family, or household purposes.

13 (8) Any multiple listing service, real estate listing service, lockbox service,
14 data service, or other professional subscription service provided to subscribers,
15 participants, members, licensees, brokers, or other persons engaged in commercial,
16 professional, or business activities, when such service is not offered primarily for
17 personal, family, or household purposes.

18 F. A person that demonstrates a good faith effort to comply with the
19 provisions of this Chapter and maintains reasonable compliance procedures shall not
20 be liable for technical or inadvertent violations that do not result in material harm to
21 the consumer.

22 G. The provisions of this Chapter shall not supersede the provisions of R.S.
23 51:3144 and R.S. 51:3145
24 §3304. Violations; penalties

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

28 §3305. Applicability; exceptions

29 The provisions of R.S. 51:3301 through 3304 shall not apply to a person with
30 fewer than fifty employees or with an annual gross revenue of less than five million

1 dollars. For purposes of this Section, a person shall include subsidiaries, parent
2 companies, and affiliated companies, or a combination thereof.
3 Section 2. This Act shall become effective on January 1, 2027.

SPEAKER OF THE HOUSE OF REPRESENTATIVES

PRESIDENT OF THE SENATE

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____