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**AB-314 Dating service contracts: online services.** (2017-2018)

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**Assembly Bill No. 314**

**CHAPTER 578**

An act to amend Sections 1694, 1694.1, 1694.2, and 1694.3 of the Civil Code, relating to dating service contracts.

[ Approved by Governor October 08, 2017. Filed with Secretary of State October 08, 2017. ]

**LEGISLATIVE COUNSEL'S DIGEST**

AB 314, Mullin. Dating service contracts: online services.

Existing law defines and regulates dating service contracts. Existing law requires a dating service contract to be in writing and requires that a copy of the contract be provided to the buyer at the time he or she signs the contract. Existing law further requires that a dating service contract contain a conspicuous statement, placed as specified, regarding the right of the buyer to cancel the agreement. Existing law establishes procedures for cancellation, including providing that cancellation occurs when the buyer gives written notice of cancellation by mail, telegram, or delivery to the seller at the address specified in the agreement or offer.

This bill would establish specific alternate provisions for a dating service contract with an online dating service, as defined. The alternate provisions would include requirements regarding entering into a contract online, providing an electronic copy of the contract to the buyer, and including a version of the conspicuous statement in the online contract. The bill would also provide for different terms of contract for online dating service contracts and for the cancellation of such a contract by email. The bill would additionally impose prescribed requirements on an online dating service to maintain both a reference or link to information on dating safety awareness and a means to report the behavior of other online dating service users.

Vote: majority Appropriation: no Fiscal Committee: no Local Program: no

**THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:**

**SECTION 1.** Section 1694 of the Civil Code is amended to read:

**1694.** (a) As used in this chapter, a dating service contract is any contract with any organization that offers dating, matrimonial, or social referral services by any of the following means:

- (1) An exchange of names, telephone numbers, addresses, and statistics.
- (2) A photograph or video selection process.
- (3) Personal introductions provided by the organization at its place of business.
- (4) A social environment provided by the organization intended primarily as an alternative to other singles' bars or club-type environments.

(b) As used in this chapter, an "online dating service" means any person or organization engaged in the business of offering dating, matrimonial, or social referral services online, where the services are offered primarily online, such as by means of an Internet Web site or a mobile application.

**SEC. 2.** Section 1694.1 of the Civil Code is amended to read:

**1694.1.** (a) In addition to any other right to revoke an offer, the buyer has the right to cancel a dating service contract or offer, until midnight of the third business day after the day on which the buyer signs an agreement or offer to purchase those services.

(b) (1) Cancellation occurs when the buyer gives written notice of cancellation by mail, telegram, or delivery to the seller at the address specified in the agreement or offer.

(2) In the case of a dating service contract with an online dating service, cancellation occurs when the buyer gives written notice of cancellation by email to an email address provided by the seller. Additional electronic means of cancellation may be provided by the agreement or offer.

(c) Notice of cancellation, if given by mail, is effective when deposited in the mail properly addressed with postage prepaid.

(d) Notice of cancellation given by the buyer need not take the particular form as provided in the contract or offer to purchase and, however expressed, is effective if it indicates the intention of the buyer not to be bound by the dating service contract.

(e) All moneys paid pursuant to any contract for dating services shall be refunded within 10 days of receipt of the notice of cancellation.

(f) The buyer may notify the dating service of his or her intent to cancel the contract within the three-day period specified in this section and stop the processing of a credit card voucher or check by telephone notification to the dating service. However, this does not negate the obligation of the buyer to cancel the contract by mail, email or other electronic means, telegram, or delivery as required pursuant to this section.

**SEC. 3.** Section 1694.2 of the Civil Code is amended to read:

**1694.2.** (a) A dating service contract shall be in writing, which, in the case of an online dating service contract, may be an electronic writing made available for viewing online. A copy of the contract shall be provided to the buyer at the time he or she signs the contract, except that an online dating service shall not be required to provide a copy of the contract where (1) the contract is available through a direct link that is provided in a clear and conspicuous manner on the Internet Web site page where the buyer provides consent to the agreement and, (2) upon request by the buyer, the online dating service provides a PDF format or retainable digital copy of the contract.

(b) (1) Every dating service contract shall contain on its face, and in close proximity to the space reserved for the signature of the buyer, a conspicuous statement in a size equal to at least 10-point boldface type, as follows:

"You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect. This notice shall be sent to:

\_\_\_\_\_ (Name of the business that sold you the contract) \_\_\_\_\_

\_\_\_\_\_ (Address of the business that sold you the contract) \_\_\_\_\_

."

(2) Paragraph (1) shall not otherwise apply to an online dating service if the online dating service contract includes the statement in paragraph (1) in a clear and conspicuous manner in a stand-alone first paragraph of the contract.

(c) (1) The dating service contract shall contain on the first page, in a type size no smaller than that generally used in the body of the document, the name and address of the dating service operator to which the notice of cancellation is to be mailed, and the date the buyer signed the contract.

(2) In the case of an online dating service contract, if the name of the dating service operator and the email address that can be used for cancellation appears in the first paragraph of the contract, in a type size no smaller than that generally used in the body of the document, the other requirements of paragraph (1) shall not apply.

(d) (1) No dating service contract shall require payments or financing by the buyer over a period in excess of two years from the date the contract is entered into, nor shall the term of any such contract be measured by the life of the buyer. However, the

services to be rendered to the buyer under the contract may extend over a period beginning within six months and ending within three years of the date the contract is entered into.

(2) In the case of an online dating service contract, if the initial term is one year or less, and subsequent terms are one year or less, paragraph (1) shall not apply.

(e) If a dating service contract is not in compliance with this chapter, the buyer may, at any time, cancel the contract.

**SEC. 4.** Section 1694.3 of the Civil Code is amended to read:

**1694.3.** (a) Every dating service contract shall contain language providing that:

(1) If by reason of death or disability the buyer is unable to receive all services for which the buyer has contracted, the buyer and the buyer's estate may elect to be relieved of the obligation to make payments for services other than those received before death or the onset of disability, except as provided in paragraph (4).

(2) If the buyer has prepaid any amount for services, so much of the amount prepaid that is allocable to services that the buyer has not received shall be promptly refunded to the buyer or his or her representative.

(3) "Disability" means a condition which precludes the buyer from physically using the services specified in the contract during the term of disability and the condition is verified in writing by a physician designated and remunerated by the buyer. The written verification of the physician shall be presented to the seller.

(4) If the physician determines that the duration of the disability will be less than six months, the seller may extend the term of the contract for a period of six months at no additional charge to the buyer in lieu of cancellation.

(b) (1) If the buyer relocates his or her primary residence further than 50 miles from the dating service office and is unable to transfer the contract to a comparable facility, the buyer may elect to be relieved of the obligation to make payment for services other than those received prior to that relocation, and if the buyer has prepaid any amount for dating services, so much of the amount prepaid that is allocable to services that the buyer has not received shall be promptly refunded to the buyer. A buyer who elects to be relieved of further obligation pursuant to this subdivision may be charged a predetermined fee not to exceed one hundred dollars (\$100) or, if more than half the life of the contract has expired, a predetermined fee not to exceed fifty dollars (\$50).

(2) Paragraph (1) shall not apply to online dating services that are generally available to users on a regional, national, or global basis.

(c) In addition to any other requirements, online dating services shall also maintain both of the following features:

(1) A reference or link to dating safety awareness information that includes, at a minimum, a list or descriptions of safety measures reasonably aimed at increasing awareness of safer dating practices.

(2) A means to report issues or concerns relating to the behavior of other users of the online dating service arising out of their use of the service.