

AMENDED IN ASSEMBLY MAY 22, 2017
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AMENDED IN ASSEMBLY MARCH 22, 2017
CALIFORNIA LEGISLATURE—2017–18 REGULAR SESSION

ASSEMBLY BILL

No. 314

Introduced by Assembly Member Mullin

February 6, 2017

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

LEGISLATIVE COUNSEL'S DIGEST

AB 314, as amended, 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~~: *electronic means*. 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.
State-mandated local program: no.

The people of the State of California do enact as follows:

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

3 1694. (a) As used in this chapter, a dating service contract is
4 any contract with any organization that offers dating, matrimonial,
5 or social referral services by any of the following means:

6 (1) An exchange of names, telephone numbers, addresses, and
7 statistics.

8 (2) A photograph or video selection process.

9 (3) Personal introductions provided by the organization at its
10 place of business.

11 (4) A social environment provided by the organization intended
12 primarily as an alternative to other singles' bars or club-type
13 environments.

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

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

20 1694.1. (a) In addition to any other right to revoke an offer,
21 the buyer has the right to cancel a dating service contract or offer,
22 until midnight of the third business day after the day on which the
23 buyer signs an agreement or offer to purchase those services.

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

27 (2) In the case of a dating service contract with an online dating
28 service, cancellation occurs when the ~~online dating service receives~~
29 ~~from the buyer an email canceling the contract.~~ *buyer gives written*

1 *notice of cancellation by electronic means as specified in the*
2 *agreement or offer.*

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

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

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

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

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

20 1694.2. (a) A dating service contract shall be in writing, which,
21 in the case of an online dating service contract, may be an
22 electronic writing made available for viewing online. A copy of
23 the contract shall be provided to the buyer at the time he or she
24 signs the contract, except that an online dating service shall not
25 be required to provide a copy of the contract where (1) the contract
26 is available for viewing online and, (2) upon request by the buyer,
27 the online dating service provides a PDF format or retainable digital
28 copy of the contract.

29 (b) (1) Every dating service contract shall contain on its face,
30 and in close proximity to the space reserved for the signature of
31 the buyer, a conspicuous statement in a size equal to at least
32 10-point boldface type, as follows:

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

1 _____
 2 (Name of the business that sold you the contract)
 3 _____”
 4 (Address of the business that sold you the contract)
 5

6 (2) Paragraph (1) shall not otherwise apply to an online dating
 7 service if the online dating service contract includes the statement
 8 in paragraph (1) in a clear and conspicuous manner in close
 9 proximity to the first three paragraphs of the contract.

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

15 (2) In the case of an online dating service contract, if the name
 16 of the dating service operator appears in the first paragraph of the
 17 contract, the other requirements of paragraph (1) shall not apply.

18 (d) (1) No dating service contract shall require payments or
 19 financing by the buyer over a period in excess of two years from
 20 the date the contract is entered into, nor shall the term of any such
 21 contract be measured by the life of the buyer. However, the services
 22 to be rendered to the buyer under the contract may extend over a
 23 period beginning within six months and ending within three years
 24 of the date the contract is entered into.

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

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

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

31 1694.3. (a) Every dating service contract shall contain language
 32 providing that:

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

38 (2) If the buyer has prepaid any amount for services, so much
 39 of the amount prepaid that is allocable to services that the buyer

1 has not received shall be promptly refunded to the buyer or his or
2 her representative.

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

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

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

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

27 (c) ~~(1)~~—In addition to any other requirements, online dating
28 services shall also maintain both of the following features:

29 ~~(A)~~

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

34 ~~(B)~~

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

- 1 ~~(2) Liability shall not attach if an online dating service attempts~~
- 2 ~~to comply in good faith with the conditions imposed in this~~
- 3 ~~subdivision and only technical or procedural noncompliance exists.~~