

**First Regular Session
Seventy-third General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 21-0227.01 Richard Sweetman x4333

HOUSE BILL 21-1239

HOUSE SPONSORSHIP

Kipp,

SENATE SPONSORSHIP

Rodriguez,

House Committees
Business Affairs & Labor

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING ADDING PROTECTIONS FOR CONSUMERS WHO PURCHASE**
102 **CERTAIN ITEMS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Each contract for a dating, matrimonial, or personal referral service (social referral service) must provide that the buyer may cancel the contract by providing written notice to the seller within 3 business days after the date upon which the buyer receives a copy of the written contract or the date upon which the social referral service is made available to the buyer, whichever is later.

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

A seller of a social referral service must disclose to buyers certain information regarding the buyers' right to cancel the service. A seller that receives a timely notice of cancellation from a buyer must refund to the buyer all money paid by the buyer pursuant to the contract within 10 business days after receiving the notice of cancellation.

A person that makes an automatic renewal offer to a consumer in this state must:

- Present the terms in a clear and conspicuous manner;
- Obtain the consumer's affirmative consent to the agreement before charging the consumer;
- Provide the consumer a written acknowledgment that includes the offer terms, the cancellation policy, and information regarding how to cancel; and
- Provide a simple, cost-effective, timely, and easy-to-use mechanism for canceling the agreement.

A person that sells a good or service to a consumer pursuant to a contract with an initial term of 12 months, which contract will automatically renew for any additional term, must notify the consumer of the automatic renewal at least 30 days and no more than 60 days before the cancellation deadline for the first automatic renewal and each subsequent automatic renewal.

A person that sells a consumer a contract with a trial period offer, which contract will renew at the end of a trial period offer, shall:

- Notify the consumer of the automatic renewal at least 15 and no more than 30 days before the expiration of the trial period offer; and
- Obtain the consumer's affirmative consent to the automatic renewal before charging the consumer for the automatic renewal.

The bill exempts certain persons from the new provisions concerning automatic renewal offers.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **add** 6-1-731 and
3 6-1-732 as follows:

4 **6-1-731. Right of cancellation - contracts for social referral**
5 **services - unfair or deceptive trade practice - definitions.** (1) AS USED
6 IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

7 (a) "BUYER" MEANS A PERSON THAT ENTERS INTO A CONTRACT

1 FOR A SOCIAL REFERRAL SERVICE WITH A SELLER.

2 (b) "SELLER" MEANS ANY PERSON OFFERING A SOCIAL REFERRAL
3 SERVICE.

4 (c) "SOCIAL REFERRAL SERVICE" MEANS A DATING, MATRIMONIAL,
5 OR PERSONAL REFERRAL SERVICE PROVIDED BY ANY OF THE FOLLOWING
6 MEANS:

7 (I) AN EXCHANGE OF NAMES, TELEPHONE NUMBERS, STREET
8 ADDRESSES, E-MAIL ADDRESSES, OR SIMILAR INFORMATION;

9 (II) A PHOTOGRAPH OR VIDEO SELECTION PROCESS;

10 (III) PERSONAL INTRODUCTIONS PROVIDED BY THE SELLER AT THE
11 SELLER'S PLACE OF BUSINESS; AND

12 (IV) A SOCIAL ENVIRONMENT THAT IS PROVIDED BY A SELLER AND
13 INTENDED PRIMARILY AS AN ALTERNATIVE TO SINGLES' BARS OR
14 CLUB-TYPE ENVIRONMENTS.

15 (2) (a) EACH CONTRACT FOR A SOCIAL REFERRAL SERVICE MUST
16 PROVIDE THAT THE BUYER MAY CANCEL THE CONTRACT BY PROVIDING
17 NOTICE TO THE SELLER WITHIN THREE BUSINESS DAYS AFTER THE DATE
18 UPON WHICH THE BUYER RECEIVES A COPY OF THE WRITTEN CONTRACT OR
19 THE DATE UPON WHICH THE SOCIAL REFERRAL SERVICE IS MADE
20 AVAILABLE TO THE BUYER, WHICHEVER IS LATER. THE BUYER MAY
21 PROVIDE THE NOTICE:

22 (I) IN WRITING;

23 (II) VIA TELEPHONE;

24 (III) VIA E-MAIL; OR

25 (IV) VIA A SIMPLE, COST-EFFECTIVE, TIMELY, AND EASY-TO-USE
26 MECHANISM FOR CANCELING A SOCIAL REFERRAL SERVICE, WHICH
27 MECHANISM EACH SELLER SHALL PROVIDE. A SELLER THAT OFFERS A

1 ONE-STEP CANCELLATION WEB LINK THAT IS LOCATED ON THE SELLER'S
2 WEBSITE OR CONTAINED IN AN ELECTRONIC COMMUNICATION TO THE
3 BUYER IS DEEMED TO COMPLY WITH THIS SUBSECTION (2)(a).

4 (b) IF A BUYER PROVIDES A SELLER NOTICE OF CANCELLATION IN
5 WRITING, THE NOTICE MUST BE DELIVERED BY CERTIFIED OR REGISTERED
6 UNITED STATES MAIL TO THE SELLER AT AN ADDRESS THAT THE SELLER
7 SHALL SPECIFY IN THE CONTRACT.

8 (c) (I) FOR EVERY CONTRACT FOR A SOCIAL REFERRAL SERVICE,
9 THE SELLER SHALL FURNISH TO THE BUYER A COMPLETED COPY OF THE
10 CONTRACT AT THE TIME OF ITS EXECUTION, WHICH COPY MUST INCLUDE
11 THE DATE OF THE TRANSACTION, THE NAME AND ADDRESS OF THE SELLER,
12 AND, IN IMMEDIATE PROXIMITY TO THE SPACE RESERVED IN THE CONTRACT
13 FOR THE SIGNATURE OF THE BUYER AND IN AT LEAST TEN-POINT
14 BOLD-FACED TYPE, A STATEMENT IN SUBSTANTIALLY THE FOLLOWING
15 FORM:

16 YOU, THE BUYER, MAY CANCEL THIS CONTRACT
17 AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD
18 BUSINESS DAY AFTER THE DATE OF YOUR
19 RECEIPT OF THIS CONTRACT OR THE DATE UPON
20 WHICH THE SOCIAL REFERRAL SERVICE IS MADE
21 AVAILABLE FOR YOUR USE, WHICHEVER IS
22 LATER. SEE THE ATTACHED NOTICE OF
23 CANCELLATION FOR AN EXPLANATION OF THIS
24 RIGHT.

25 (II) AT THE TIME THE BUYER SIGNS THE SOCIAL REFERRAL SERVICE
26 CONTRACT, THE SELLER SHALL ENSURE THAT THE CONTRACT IS
27 ACCOMPANIED BY A STATEMENT CAPTIONED "NOTICE OF

1 CANCELLATION", WHICH STATEMENT INCLUDES, IN AT LEAST
2 TEN-POINT BOLD-FACED TYPE, THE FOLLOWING INFORMATION:

3 NOTICE OF CANCELLATION

4 (DATE OF TRANSACTION)

5 YOU MAY CANCEL THIS CONTRACT WITHOUT
6 ANY PENALTY OR OBLIGATION WITHIN THREE
7 BUSINESS DAYS AFTER THE DATE OF YOUR
8 RECEIPT OF THIS CONTRACT OR AFTER THE DATE
9 UPON WHICH THE SOCIAL REFERRAL SERVICE IS
10 MADE AVAILABLE FOR YOUR USE, WHICHEVER IS
11 LATER, BY NOTIFYING THE SELLER OF YOUR
12 CANCELLATION VIA TELEPHONE OR E-MAIL OR
13 BY MAILING THIS SIGNED AND DATED NOTICE OF
14 CANCELLATION BY CERTIFIED OR REGISTERED
15 UNITED STATES MAIL TO THE SELLER AT THE
16 FOLLOWING ADDRESS: (SELLER'S ADDRESS)
17 IF YOU CANCEL, ANY PAYMENTS MADE BY YOU
18 UNDER THE CONTRACT WILL BE RETURNED
19 WITHIN TEN BUSINESS DAYS FOLLOWING THE
20 SELLER'S RECEIPT OF YOUR CANCELLATION
21 NOTICE.

22 (3) A SELLER THAT RECEIVES A TIMELY NOTICE OF CANCELLATION
23 FROM A BUYER SHALL REFUND TO THE BUYER ALL MONEY PAID BY THE
24 BUYER PURSUANT TO THE CONTRACT WITHIN TEN BUSINESS DAYS AFTER
25 RECEIVING THE NOTICE OF CANCELLATION.

26 (4) A SELLER SHALL NOT OFFER A CONTRACT FOR A SOCIAL
27 REFERRAL SERVICE IF THE CONTRACT:

1 (a) REQUIRES PAYMENT OR FINANCING OVER A PERIOD OF MORE
2 THAN ONE YEAR AFTER THE EFFECTIVE DATE OF THE CONTRACT; OR

3 (b) EXTENDS FOR THE LIFE OF THE CUSTOMER.

4 (5) A SELLER SHALL NOT INDUCE OR ALLOW ANY BUYER TO
5 BECOME DIRECTLY OR INDIRECTLY OBLIGATED UNDER MORE THAN ONE
6 CONTRACT FOR A SOCIAL REFERRAL SERVICE FOR THE PURPOSES OF
7 AVOIDING THE REQUIREMENTS AND PENALTIES DESCRIBED IN THIS
8 SECTION.

9 (6) AN ASSIGNMENT OF A CONTRACT BY A SELLER DOES NOT
10 AFFECT ANY RIGHT OF ACTION OR DEFENSE ARISING OUT OF THE CONTRACT
11 THAT A BUYER MAY HAVE AGAINST THE SELLER.

12 (7) A CONTRACT FOR A SOCIAL REFERRAL SERVICE THAT DOES NOT
13 COMPLY WITH THIS SECTION IS VOID AND UNENFORCEABLE.

14 **6-1-732. Automatic renewal provisions in consumer sales**
15 **contracts - unlawful acts - required disclosures - right to cancel - trial**
16 **period offers - exemptions - definitions.** (1) AS USED IN THIS SECTION,
17 UNLESS THE CONTEXT OTHERWISE REQUIRES:

18 (a) "AUTOMATIC RENEWAL" MEANS A PLAN OR ARRANGEMENT IN
19 WHICH A PAID SUBSCRIPTION OR PURCHASING AGREEMENT IS
20 AUTOMATICALLY RENEWED AT THE END OF A DEFINITE TERM FOR A
21 SUBSEQUENT TERM.

22 (b) "AUTOMATIC RENEWAL OFFER TERMS" MEANS THE FOLLOWING
23 CLEAR AND CONSPICUOUS DISCLOSURES:

24 (I) THAT A SUBSCRIPTION OR PURCHASING AGREEMENT WILL
25 CONTINUE FOR A SET TERM NOT TO EXCEED ONE YEAR UNTIL THE
26 CONSUMER CANCELS IT;

27 (II) A DESCRIPTION OF THE CANCELLATION POLICY THAT APPLIES

1 TO THE OFFER;

2 (III) ANY RECURRING CHARGES THAT WILL BE CHARGED TO THE
3 CONSUMER'S CREDIT CARD, DEBIT CARD, OR PAYMENT ACCOUNT WITH A
4 THIRD PARTY AS PART OF AN AUTOMATIC RENEWAL PLAN, INCLUDING, IF
5 APPLICABLE, AN INDICATION THAT THE AMOUNT OF THE CHARGE MAY
6 CHANGE AND, IF SO, THE NEW AMOUNT OF THE CHARGE;

7 (IV) THE LENGTH OF AN AUTOMATIC RENEWAL TERM; AND

8 (V) THE MINIMUM PURCHASE OBLIGATION, IF ANY.

9 (c) "CLEAR AND CONSPICUOUS" OR "CLEARLY AND
10 CONSPICUOUSLY" MEANS IN LARGER TYPE THAN THE SURROUNDING TEXT,
11 OR IN CONTRASTING TYPE, FONT, OR COLOR TO THE SURROUNDING TEXT OF
12 THE SAME SIZE, OR SET OFF FROM THE SURROUNDING TEXT OF THE SAME
13 SIZE BY SYMBOLS OR OTHER MARKS, IN A MANNER THAT CLEARLY CALLS
14 ATTENTION TO THE LANGUAGE. A DISCLOSURE IS NOT "CLEAR AND
15 CONSPICUOUS" ON A WEBSITE IF A CONSUMER MUST CLICK ON ONE OR
16 MORE WEB LINKS TO VIEW THE REQUIRED DISCLOSURE OR IF THE REQUIRED
17 DISCLOSURE IS NOT IMMEDIATELY ADJACENT TO THE WEB LINK WHERE A
18 CONSUMER MUST CHOOSE TO MAKE A PURCHASE OR PARTICIPATE IN A
19 TRIAL PERIOD OFFER. IN THE CASE OF AN AUDIO DISCLOSURE, "CLEAR AND
20 CONSPICUOUS" OR "CLEARLY AND CONSPICUOUSLY" MEANS IN A VOLUME
21 AND CADENCE SUFFICIENT TO BE READILY AUDIBLE AND
22 UNDERSTANDABLE.

23 (d) "CONSUMER" MEANS AN INDIVIDUAL WHO SEEKS OR ACQUIRES,
24 BY PURCHASE OR LEASE, ANY GOODS, SERVICES, MONEY, OR CREDIT FOR
25 PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

26 (e) "TRIAL PERIOD OFFER" MEANS A SOLICITATION OFFERING A
27 CONSUMER A PERIOD OF TIME IN WHICH TO SAMPLE A PRODUCT, WHICH

1 OFFER IS USED AS AN INDUCEMENT FOR THE CONSUMER TO MAKE A
2 PURCHASE OF THE PRODUCT OR A SIMILAR PRODUCT.

3 (2) IT IS UNLAWFUL FOR A PERSON THAT MAKES AN AUTOMATIC
4 RENEWAL OFFER TO A CONSUMER IN THIS STATE TO:

5 (a) FAIL TO PRESENT THE AUTOMATIC RENEWAL OFFER TERMS IN
6 A CLEAR AND CONSPICUOUS MANNER BEFORE THE SUBSCRIPTION OR
7 PURCHASING AGREEMENT IS FULFILLED. IN THE CASE OF AN OFFER THAT
8 IS CONVEYED BY VOICE, THE PERSON MUST PRESENT THE TERMS IN
9 TEMPORAL PROXIMITY TO THE REQUEST FOR THE CONSUMER'S CONSENT TO
10 THE OFFER. IF THE OFFER INCLUDES A TRIAL PERIOD OFFER, THE OFFER
11 MUST ALSO INCLUDE A CLEAR AND CONSPICUOUS EXPLANATION OF THE
12 PRICE THAT WILL BE CHARGED AND ANY FURTHER PURCHASE OBLIGATIONS
13 THAT WILL BE IMPOSED ON THE CONSUMER AFTER THE TRIAL ENDS.

14 (b) CHARGE THE CONSUMER'S CREDIT CARD, DEBIT CARD, OR
15 ACCOUNT WITH A THIRD PARTY FOR AN AUTOMATIC RENEWAL WITHOUT
16 FIRST OBTAINING THE CONSUMER'S AFFIRMATIVE CONSENT TO THE
17 AGREEMENT CONTAINING THE AUTOMATIC RENEWAL OFFER TERMS,
18 INCLUDING THE TERMS OF AN AUTOMATIC RENEWAL OFFER THAT IS MADE
19 AT A PROMOTIONAL OR DISCOUNTED PRICE FOR A LIMITED PERIOD OF TIME;

20 (c) FAIL TO PROVIDE THE CONSUMER A WRITTEN
21 ACKNOWLEDGMENT THAT INCLUDES THE AUTOMATIC RENEWAL OFFER
22 TERMS, THE CANCELLATION POLICY, AND INFORMATION REGARDING HOW
23 TO CANCEL IN A MANNER THAT IS CAPABLE OF BEING RETAINED BY THE
24 CONSUMER. IF THE AUTOMATIC RENEWAL OFFER INCLUDES A TRIAL PERIOD
25 OFFER, THE PERSON SHALL ALSO DISCLOSE IN THE WRITTEN
26 ACKNOWLEDGMENT HOW THE CONSUMER MAY CANCEL THE AUTOMATIC
27 RENEWAL, AND THE PERSON SHALL ALLOW THE CONSUMER TO CANCEL

1 BEFORE THE CONSUMER IS REQUIRED TO PAY FOR THE GOODS OR SERVICES.

2 (d) FAIL TO PROVIDE A SIMPLE, COST-EFFECTIVE, TIMELY, AND
3 EASY-TO-USE MECHANISM FOR CANCELING AN AUTOMATIC RENEWAL PLAN
4 OR ARRANGEMENT. A PERSON THAT OFFERS A ONE-STEP CANCELLATION
5 WEB LINK THAT IS LOCATED ON THE PERSON'S WEBSITE OR CONTAINED IN
6 AN ELECTRONIC COMMUNICATION TO THE CONSUMER IS DEEMED TO
7 COMPLY WITH THIS SUBSECTION (2)(d).

8 (3) IF A MATERIAL CHANGE OCCURS IN THE TERMS OF AN
9 AUTOMATIC RENEWAL PLAN OR ARRANGEMENT THAT HAS BEEN ACCEPTED
10 BY A CONSUMER IN THIS STATE, THE PERSON SHALL PROVIDE TO THE
11 CONSUMER, IN A MANNER THAT MAY BE RETAINED BY THE CONSUMER, A
12 CLEAR AND CONSPICUOUS NOTICE OF THE MATERIAL CHANGE AND
13 INFORMATION REGARDING HOW TO CANCEL THE PLAN OR ARRANGEMENT.

14 (4) EXCEPT AS DESCRIBED IN SUBSECTION (3) OF THIS SECTION, THE
15 REQUIREMENTS OF THIS SECTION APPLY ONLY BEFORE THE COMPLETION OF
16 THE INITIAL ORDER FOR AN AUTOMATIC RENEWAL PLAN OR
17 ARRANGEMENT.

18 (5) (a) A PERSON THAT SELLS A GOOD OR SERVICE TO A CONSUMER
19 PURSUANT TO A CONTRACT WITH AN INITIAL TERM OF TWELVE MONTHS,
20 WHICH CONTRACT WILL AUTOMATICALLY RENEW FOR ANY ADDITIONAL
21 TERM, SHALL NOTIFY THE CONSUMER THAT THE CONTRACT WILL
22 AUTOMATICALLY RENEW UNLESS THE CONSUMER CANCELS THE
23 CONTRACT. THE NOTICE MUST BE PROVIDED BY:

24 (I) FIRST-CLASS MAIL;

25 (II) E-MAIL; OR

26 (III) ANOTHER EASILY ACCESSIBLE FORM OF COMMUNICATION,
27 SUCH AS A TEXT MESSAGE OR A MOBILE PHONE APPLICATION, IF THE

1 CONSUMER SPECIFICALLY AUTHORIZES THE PERSON TO PROVIDE NOTICE IN
2 SUCH FORM.

3 (b) A PERSON THAT IS REQUIRED TO PROVIDE A CONSUMER THE
4 NOTICE DESCRIBED IN SUBSECTION (5)(a) OF THIS SECTION SHALL SEND
5 THE NOTICE AT LEAST THIRTY DAYS AND NO MORE THAN SIXTY DAYS
6 BEFORE THE CANCELLATION DEADLINE FOR THE FIRST AUTOMATIC
7 RENEWAL AND EACH SUBSEQUENT AUTOMATIC RENEWAL.

8 (c) THE NOTICE DESCRIBED IN SUBSECTION (5)(a) OF THIS SECTION
9 MUST DISCLOSE CLEARLY AND CONSPICUOUSLY:

10 (I) THAT UNLESS THE CONSUMER CANCELS THE CONTRACT, THE
11 CONTRACT WILL AUTOMATICALLY RENEW AT THE END OF THE CURRENT
12 CONTRACT PERIOD;

13 (II) THE COST OF THE GOODS OR SERVICES FOR THE TERM OF THE
14 RENEWAL;

15 (III) THE DEADLINE BY WHICH THE CONSUMER MUST ACT TO
16 CANCEL THE CONTRACT TO PREVENT AUTOMATIC RENEWAL;

17 (IV) HOW THE CONSUMER MAY OBTAIN DETAILS OF THE
18 AUTOMATIC RENEWAL PROVISION AND CANCELLATION PROCEDURES,
19 INCLUDING BY CONTACTING THE PERSON AT A SPECIFIED TELEPHONE
20 NUMBER OR E-MAIL ADDRESS OR BY ANOTHER EASILY ACCESSIBLE FORM
21 OF COMMUNICATION, SUCH AS A TEXT MESSAGE OR MOBILE PHONE
22 APPLICATION; AND

23 (V) IF THE NOTICE IS PROVIDED BY E-MAIL, ONE OR MORE ACTIVE
24 WEB LINKS TO ALLOW THE CONSUMER TO CANCEL THE AUTOMATIC
25 RENEWAL.

26 (6) A CONTRACT OR SUBSCRIPTION WITH AN INITIAL TERM OF
27 TWELVE MONTHS AUTOMATICALLY TERMINATES UNLESS:

1 (a) THE PERSON THAT SOLD A GOOD OR SERVICE TO A CONSUMER
2 PURSUANT TO THE CONTRACT CAN DEMONSTRATE THAT THE CONSUMER
3 USED THE GOOD OR SERVICE DURING THE PRECEDING SIX MONTHS; AND

4 (b) THE CONSUMER AFFIRMATIVELY AGREES IN WRITING TO
5 CONTINUE THE CONTRACT OR SUBSCRIPTION FOR THE REST OF THE INITIAL
6 TERM OR FOR ANY SUBSEQUENT TERM.

7 (7) (a) A PERSON THAT SELLS A CONSUMER A CONTRACT WITH A
8 TRIAL PERIOD OFFER THAT INCLUDES THE AUTOMATIC RENEWAL OF THE
9 CONTRACT AT THE END OF THE TRIAL PERIOD OFFER SHALL:

10 (I) NOTIFY THE CONSUMER OF THE AUTOMATIC RENEWAL AT LEAST
11 FIFTEEN AND NO MORE THAN THIRTY DAYS BEFORE THE EXPIRATION OF
12 THE TRIAL PERIOD OFFER; AND

13 (II) NOTWITHSTANDING THE CONSUMER'S CONSENT TO THE TRIAL
14 PERIOD OFFER, OBTAIN THE CONSUMER'S AFFIRMATIVE CONSENT TO THE
15 AUTOMATIC RENEWAL BEFORE CHARGING THE CONSUMER FOR THE
16 AUTOMATIC RENEWAL.

17 (b) A TRIAL PERIOD OFFER OR RIGHT TO CANCEL A TRIAL PERIOD
18 OFFER DOES NOT COMMENCE UNTIL THE CONSUMER RECEIVES THE
19 PRODUCTS, GOODS, OR SERVICES PROVIDED DURING THE TRIAL PERIOD
20 OFFER.

21 (8) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE
22 CONTRARY, THIS SECTION DOES NOT APPLY TO:

23 (a) A SERVICE PROVIDED BY A PERSON PURSUANT TO A FRANCHISE
24 ISSUED BY A POLITICAL SUBDIVISION OF THE STATE OR A LICENSE,
25 FRANCHISE, CERTIFICATE, OR OTHER AUTHORIZATION ISSUED BY THE
26 PUBLIC UTILITIES COMMISSION CREATED IN SECTION 40-2-101;

27 (b) A SERVICE PROVIDED BY A PERSON THAT IS REGULATED BY THE

1 FEDERAL COMMUNICATIONS COMMISSION, THE FEDERAL ENERGY
2 REGULATORY COMMISSION, OR THE PUBLIC UTILITIES COMMISSION
3 CREATED IN SECTION 40-2-101;

4 (c) AN ENTITY REGULATED BY THE DIVISION OF INSURANCE;

5 (d) A BANK OR BANK HOLDING COMPANY THAT IS LICENSED UNDER
6 STATE OR FEDERAL LAW, OR A SUBSIDIARY OR AFFILIATE OF SUCH A BANK
7 OR BANK HOLDING COMPANY; OR

8 (e) A CREDIT UNION OR OTHER FINANCIAL INSTITUTION THAT IS
9 LICENSED UNDER STATE OR FEDERAL LAW.

10 **SECTION 2. Act subject to petition - effective date -**

11 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
12 the expiration of the ninety-day period after final adjournment of the
13 general assembly; except that, if a referendum petition is filed pursuant
14 to section 1 (3) of article V of the state constitution against this act or an
15 item, section, or part of this act within such period, then the act, item,
16 section, or part will not take effect unless approved by the people at the
17 general election to be held in November 2022 and, in such case, will take
18 effect on the date of the official declaration of the vote thereon by the
19 governor.

20 (2) This act applies to contracts entered into on or after the
21 applicable effective date of this act.