

SB3380



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB3380

Introduced 2/4/2026, by Sen. Laura Ellman

SYNOPSIS AS INTRODUCED:

815 ILCS 601/5
815 ILCS 601/10

Amends the Automatic Contract Renewal Act. Provides that any person, firm, partnership, association, or corporation that sells or offers to sell any products or services to a consumer pursuant to a contract, where such contract automatically renews, shall provide the consumer with the option to cancel the contract, at any time, using a simple cancellation mechanism in the same medium that the consumer used to consent to the contract. Provides that an entity shall provide a clear and conspicuous notice, in a manner that may be retained by the consumer, of any material change to the terms of a contract containing an automatic renewal offer at least 3 days prior to the change to the terms. Sets forth additional requirements concerning the cancellation of automatic renewal offers and continuous service offers entered into online, including requiring an entity to provide a one-step online cancellation link. Makes other changes.

LRB104 19662 SPS 33111 b

A BILL FOR

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Automatic Contract Renewal Act is amended
5 by changing Sections 5 and 10 as follows:

6 (815 ILCS 601/5)

7 Sec. 5. Definitions. In this Act:

8 "Automatic renewal offer terms" means the following clear
9 and conspicuous disclosures:

10 (1) that the paid subscription or purchasing agreement
11 will continue until the consumer cancels;

12 (2) the timeframe in which the consumer must cancel in
13 order to avoid being charged for a subsequent term;

14 (3) the recurring charges that will be charged to the
15 consumer's credit or debit card or payment account with a
16 third party as part of the automatic renewal contract, and
17 that the amount of the charge may change, if that is the
18 case, and the amount to which the charge will change, if
19 known;

20 (4) the length of the automatic renewal term or that
21 the service is continuous, unless the length of the term
22 is chosen by the consumer; and

23 (5) the minimum purchase obligation, if any.

1 "Clear and conspicuous" means in larger type than the
2 surrounding text, or in contrasting type, font, or color to
3 the surrounding text of the same size, or set off from the
4 surrounding text of the same size by symbols or other marks, in
5 a manner that clearly calls attention to the language. In the
6 case of an audio disclosure, "clear and conspicuous" means in
7 a volume and cadence sufficient to be readily audible and
8 understandable.

9 "Contract" means a written agreement between 2 or more
10 parties.

11 "One-step online cancellation" means an online method of
12 cancellation that does not require the consumer to take
13 additional actions that obstruct or delay the consumer's
14 ability to immediately terminate an automatic renewal contract
15 or continuous service offer.

16 "Parties" includes individuals and other legal entities,
17 but does not include the federal government, this State or
18 another state, or a unit of local government.

19 (Source: P.A. 102-558, eff. 8-20-21; 103-70, eff. 1-1-24.)

20 (815 ILCS 601/10)

21 Sec. 10. Automatic renewal; requirements.

22 (a) Any person, firm, partnership, association, or
23 corporation that sells or offers to sell any products or
24 services to a consumer pursuant to a contract, where such
25 contract automatically renews unless the consumer cancels the

1 contract, shall:

2 (i) disclose the automatic renewal offer terms clearly
3 and conspicuously in the contract before the subscription
4 or purchasing agreement is fulfilled and in visual
5 proximity, or in the case of an offer conveyed by voice, in
6 temporal proximity, to the request for consent to the
7 offer;

8 (ii) not charge the consumer's credit or debit card or
9 other payment mechanism for an automatic renewal service
10 without first obtaining the consumer's consent to the
11 contract containing the automatic renewal offer terms;

12 (iii) provide an acknowledgment that includes the
13 automatic renewal offer terms, cancellation policy, and
14 information regarding how to cancel, which may be
15 accomplished by linking to a resource that provides
16 instructions that account for different platforms and
17 services, in a manner that is capable of being retained by
18 the consumer; ~~and~~

19 (iv) if the offer includes a free gift or trial,
20 disclose how to cancel the contract, which may be
21 accomplished by linking to a resource that provides
22 instructions that account for different platforms and
23 services, and allow the consumer to cancel before the
24 consumer pays for the good or services; and -

25 (v) provide the consumer with the option to cancel the
26 contract, at any time, using a simple cancellation

1 mechanism in the same medium that the consumer used to
2 consent to the contract containing the automatic renewal
3 offer terms.

4 An entity subject to this subsection shall provide a clear
5 and conspicuous notice, in a manner that may be retained by the
6 consumer, of any material change to the terms of the contract,
7 including any price increase, at least 3 days prior to the
8 change to the terms. The notice shall contain information
9 concerning how to cancel the contract. If the notice is sent
10 electronically, the notice shall include either a hyperlink
11 that directs the consumer to a webpage containing the
12 cancellation process or another reasonably accessible
13 electronic method that directs the consumer to the
14 cancellation process if no webpage exists.

15 (a-5) Any person, firm, partnership, association, or
16 corporation that sells or offers to sell any products or
17 services to a consumer pursuant to a contract that includes a
18 free trial or a promotional period of the product or service
19 that lasts 15 days or longer, where such contract
20 automatically renews unless the consumer cancels the contract,
21 shall notify the consumer during the free trial or the
22 promotional period no less than 3 days before the cancellation
23 deadline as described by the automatic renewal offer terms.
24 The person, firm, partnership, association, or corporation
25 shall send the notice in a method in which the consumer is
26 accustomed to interacting with the person, firm, partnership,

1 association, or corporation.

2 (b) Any person, firm, partnership, association, or
3 corporation that sells or offers to sell any products or
4 services to a consumer pursuant to a contract, where such
5 contract term is a specified term of 12 months or more, and
6 where such contract automatically renews for a specified term
7 of more than one month unless the consumer cancels the
8 contract, shall notify the consumer in writing of the
9 automatic renewal. Written notice shall be provided to the
10 consumer no less than 30 days and no more than 60 days before
11 the cancellation deadline pursuant to the automatic renewal
12 offer terms. Such written notice shall disclose clearly and
13 conspicuously, in a retainable form:

14 (i) that unless the consumer cancels the contract it
15 will automatically renew;

16 (ii) a mechanism for cancelling the contract, which
17 shall be offered in a manner in which the consumer
18 commonly interacts with the business; and

19 (iii) the deadline by which the consumer must cancel
20 in order to avoid being charged for a subsequent term.

21 (b-5) Any A person, firm, partnership, association, or
22 corporation that sells or offers to sell any products or
23 services to a consumer pursuant to a contract, where such
24 contract automatically renews unless the consumer cancels the
25 contract, shall provide the consumer with the ability to
26 cancel or terminate the contract, at any time, using a simple,

1 easy-to-use cancellation mechanism through all mediums by
2 which the seller allows a consumer to consent or agree to the
3 contract ~~makes an automatic renewal offer or continuous~~
4 ~~service offer online shall provide a toll-free telephone~~
5 ~~number, electronic mail address, a postal address if the~~
6 ~~seller directly bills the consumer, or another cost effective,~~
7 ~~timely, and easy to use mechanism for cancellation that shall~~
8 ~~be described in the notice required in subsection (b).~~ A
9 consumer who accepts an automatic renewal or continuous
10 service offer online must be allowed to terminate the
11 automatic renewal or continuous service exclusively online,
12 ~~which may include a termination email formatted and provided~~
13 ~~by the business that a consumer can send to the business~~
14 ~~without additional information, or a link to a website or~~
15 ~~other online service consumers can use to cancel.~~

16 (b-15) An entity subject to the provisions of subsection
17 (b-5) or (b-10) shall be deemed in compliance if the entity
18 provides:

19 (1) a hyperlink to a one-step online cancellation
20 process through a website or other online medium, or
21 through an electronic communication, and the hyperlink is:

22 (A) located on the entity's website, in an
23 electronic device or service provided to the consumer,
24 or in an electronic communication to the consumer; and

25 (B) available to the consumer immediately after
26 the consumer completes a reasonable authentication

1 protocol used solely to confirm that the consumer is
2 authorized to make changes to the account; or
3 (2) one of the following means if the consumer
4 consented to the automatic renewal contract offer through
5 means other than through an online medium:

6 (A) an in-person mechanism for cancelling the
7 contract that is at a physical location where the
8 consumer regularly uses any goods or services that are
9 subject to the automatic renewal contract; or

10 (B) a toll-free telephone number.

11 If the entity provides a toll-free telephone number for
12 cancelling the contract, the entity shall answer calls
13 promptly during normal business hours and not obstruct or
14 delay the consumer's ability to cancel. If a consumer leaves a
15 voicemail with the entity requesting cancellation, the entity
16 shall, within one business day, either process the requested
17 cancellation or call the consumer back regarding the
18 cancellation request.

19 (b-20) Notwithstanding the requirements set forth in
20 subsection (b-15), if a consumer requests to cancel the
21 contract, an entity may provide a discount offer, retention
22 benefit, or other consumer benefit or inform the consumer of
23 the effect of the cancellation, provided that the consumer
24 remains able to terminate the automatic renewal contract.

25 If a consumer requests to cancel online, the entity may
26 display a discounted offer, retention benefit, other consumer

1 benefit, or information regarding the effects of cancellation,
2 provided that the entity simultaneously continuously displays
3 a prominently located direct link or button entitled "click to
4 cancel", or words to that effect, with the presentation of the
5 discounted offer, retention benefit, other consumer benefit,
6 or information. If the consumer uses this direct link or
7 button to cancel, the entity shall promptly process the
8 cancellation and shall not otherwise obstruct or delay the
9 consumer's ability to proceed with the cancellation.

10 If a consumer requests to cancel by telephone, the entity
11 may present the consumer with a discounted offer, retention
12 benefit, other consumer benefit, or information regarding the
13 effect of cancellation, provided that the entity first informs
14 the consumer that they may complete the cancellation process
15 at any time by stating that they want to "cancel", or words to
16 that effect. If the consumer states the consumer's intention
17 to "cancel", or words to that effect, the entity shall
18 promptly process the cancellation and shall not otherwise
19 obstruct or delay the consumer's ability to cancel.

20 An entity may require a consumer to enter account
21 information or digitally authenticate the consumer's identity
22 before terminating the contract online if the consumer has an
23 account with the entity. A consumer who is unwilling or unable
24 to enter account information or digitally authenticate the
25 consumer's identity before termination of the contract online
26 shall not be prevented from terminating the contract offline

1 using another method.

2 (b-20) It is a violation of this Act for any person, firm,
3 partnership, association, or corporation that sells or offers
4 to sell any products or services to a consumer pursuant to a
5 contract, where such contract automatically renews unless the
6 consumer terminates the contract, to charge the consumer or
7 the consumer's account following an increase in price, or a
8 price higher than what was disclosed in the contract's
9 automatic renewal offer terms, without either:

10 (1) obtaining the consumer's consent to the increased
11 price before the increase in price occurs; or

12 (2) allowing the consumer to cancel the contract
13 anytime within at least 7 days after the charge is
14 assessed to the consumer or the consumer's account and
15 refunding the consumer in the amount equivalent to the
16 price of the remaining term of the service, at the time of
17 the cancellation, on a pro rata basis.

18 (b-25) It is a violation of this Act for any person, firm,
19 partnership, association, or corporation that sells or offers
20 to sell any products or services to a consumer pursuant to a
21 contract, where such contract automatically renews, to impose
22 unreasonable or unlawful conditions upon consumer's ability to
23 cancel or refuse to acknowledge, obstruct or unreasonably
24 delay cancellation requested or attempts to request
25 cancellation by a consumer. For the purposes of this
26 subsection, "unreasonable or unlawful conditions" include, but

1 are not limited to, hanging up on consumers who call to cancel,
2 providing false information about how to cancel,
3 misrepresenting the consequences or costs of cancellation, or
4 misrepresenting the reasons for delays in processing
5 cancellation requests.

6 (c) A person, firm, partnership, association, or
7 corporation will not be liable for a violation of this Act or
8 the Consumer Fraud and Deceptive Business Practices Act if
9 such person, firm, partnership, association, or corporation
10 demonstrates that, as part of its routine business practice:

11 (i) it has established and implemented written
12 procedures to comply with this Act and enforces compliance
13 with the procedures;

14 (ii) any failure to comply with this Act is the result
15 of error; and

16 (iii) where an error has caused a failure to comply
17 with this Act, it provides a full refund or credit for all
18 amounts billed to or paid by the consumer from the date of
19 the renewal until the date of the termination of the
20 account, or the date of the subsequent notice of renewal,
21 whichever occurs first.

22 (Source: P.A. 102-517, eff. 1-1-22; 103-70, eff. 1-1-24;
23 103-919, eff. 1-1-25.)