



## 104TH GENERAL ASSEMBLY

### State of Illinois

2025 and 2026

SB3562

Introduced 2/5/2026, by Sen. Michael E. Hastings

#### 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, continuous service offers, and free trial or promotional period offers entered into online, including requiring an entity to provide a one-step online cancellation link. Makes other changes.

LRB104 20056 SPS 33507 b

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 makes an automatic renewal offer, ~~or~~  
23 continuous service offer, or free trial or promotional period  
24 offer ~~online~~ shall provide the consumer with the ability to  
25 cancel or terminate the automatic renewal, continuous service,  
26 or free trial or promotional period, at any time, using a

1 simple, easy-to-use cancellation mechanism, which shall be  
2 available in:

3 (1) the same medium that the consumer used to consent  
4 to the offer and resulted in the activation of the  
5 automatic renewal contract, continuous service, or free  
6 trial or promotional period; or

7 (2) the same medium in which the consumer is  
8 accustomed to interacting with the business, including,  
9 but not limited to, in person or by a toll-free telephone  
10 number, electronic mail address, or a postal address ~~if~~  
11 ~~the seller directly bills the consumer, or another~~  
12 ~~cost-effective, timely, and easy-to-use mechanism for~~  
13 ~~cancellation that shall be described in the notice~~  
14 ~~required in subsection (b).~~

15 (b-10) Notwithstanding the provisions of subsection (b-5),  
16 a ~~A~~ consumer who accepts an automatic renewal, ~~or~~ continuous  
17 service offer, or free trial or promotional period offer  
18 online must be allowed to terminate the automatic renewal, ~~or~~  
19 continuous service, or free trial or promotional period  
20 exclusively online, and without engaging in any additional  
21 steps that obstruct or delay the consumer's ability to cancel  
22 immediately, which may include a termination email formatted  
23 and provided by the business that a consumer can send to the  
24 business without additional information, or a link to a  
25 website or other online service consumers can use to cancel.

26 (b-15) An entity subject to the provisions of subsection

1 (b-5) or (b-10) may comply with those subsections if the  
2 entity provides:

3 (1) a hyperlink to a one-step online cancellation  
4 process through a website or other online medium, or  
5 through an electronic communication; or

6 (2) one of the following means if the consumer  
7 consented to the automatic renewal contract offer through  
8 means other than online:

9 (A) a physical location where the consumer  
10 regularly uses any goods or services that are subject  
11 to the automatic renewal contract and where the  
12 consumer may cancel the contract; or

13 (B) a toll-free telephone number.

14 Notwithstanding the requirements set forth in this  
15 subsection, if a consumer requests to cancel the contract, an  
16 entity may provide a discount offer, retention benefit, or  
17 other consumer benefit or inform the consumer of the effect of  
18 the cancellation, provided that the consumer remains able to  
19 terminate the automatic renewal contract.

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 business. A consumer who is unwilling or  
24 unable to enter account information or digitally authenticate  
25 the consumer's identity before termination of the contract  
26 online shall not be prevented from terminating the contract

1 offline 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 (c) A person, firm, partnership, association, or  
19 corporation will not be liable for a violation of this Act or  
20 the Consumer Fraud and Deceptive Business Practices Act if  
21 such person, firm, partnership, association, or corporation  
22 demonstrates that, as part of its routine business practice:

23 (i) it has established and implemented written  
24 procedures to comply with this Act and enforces compliance  
25 with the procedures;

26 (ii) any failure to comply with this Act is the result

1 of error; and

2 (iii) where an error has caused a failure to comply  
3 with this Act, it provides a full refund or credit for all  
4 amounts billed to or paid by the consumer from the date of  
5 the renewal until the date of the termination of the  
6 account, or the date of the subsequent notice of renewal,  
7 whichever occurs first.

8 (Source: P.A. 102-517, eff. 1-1-22; 103-70, eff. 1-1-24;  
9 103-919, eff. 1-1-25.)