

STATE OF NEW YORK

428

2025-2026 Regular Sessions

IN ASSEMBLY

(Prefiled)

January 8, 2025

Introduced by M. of A. VANEL -- read once and referred to the Committee on Consumer Affairs and Protection

AN ACT to amend the general business law, in relation to certain provisions of online dating services

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 394-c of the general business law, as amended by a
2 chapter of the laws of 2024 amending the general business law relating
3 to online dating services, as proposed in legislative bills numbers S.
4 1759-B and A. 1057-C, is amended to read as follows:

5 § 394-c. Limitations on certain contracts involving social referral
6 services. 1. As used in this section, the following terms shall have
7 the following meanings:

8 (a) "social referral service" shall include any service for a fee
9 providing matching of members, by use of computer or any other means,
10 for the purpose of dating or general social contact.

11 (b) "ancillary services" shall refer to goods or services directly or
12 indirectly related to or to be provided in connection with the social
13 referral service process, including but not limited to photography,
14 grooming, cosmetology, dating etiquette, dating counseling, or other
15 services.

16 (c) "online dating service" shall mean any social referral service
17 where the services are offered primarily online, such as by means of an
18 internet website or a mobile application.

19 (d) "banned member" shall mean the member whose account or profile is
20 the subject of a fraud ban.

21 (e) "fraud ban" shall mean when a member's account or profile is
22 barred from an online dating service because, in the judgment of the
23 service, the member was found to use or is substantially likely to be

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 using a false identity, or poses a significant risk of attempting to
2 obtain money from other members through fraudulent means.

3 (f) "New York member" shall mean a person who provides a New York
4 residential or billing address or zip code or is in New York when regis-
5 tering with the online dating service.

6 (g) "personally identifying information" shall mean any representation
7 of information that permits the identity of an individual to whom the
8 information applies to be reasonably inferred by either direct or indi-
9 rect means which shall include, but shall not be limited to, a person's
10 full name, home address, telephone number, geographic location, email
11 address, social security number, or a combination of non-personally
12 identifying information which, when put together, can permit the iden-
13 tification of the person. The first name, last name, and image of an
14 individual, where voluntarily provided to an online dating service with
15 the knowledge that it will be communicated to individuals on the
16 service's platform other than the individual providing it, shall not be
17 considered personally identifying information when disclosed in
18 connection with a fraud ban.

19 2. No contract for social referral service shall require payment by
20 the purchaser of such service of a cash price in excess of one thousand
21 dollars. Services to be rendered to the purchaser under the contract
22 may extend over a period not to exceed two years from the date the
23 contract is entered into. This subdivision shall not apply to an online
24 dating service contract where the initial term is one year or less and
25 any subsequent terms are one year or less where payment in excess of the
26 amount provided under this subdivision is reasonable in light of the
27 service's offerings.

28 2-a. No social referral service provider shall require the purchase of
29 an ancillary service by a purchaser of a social referral service as a
30 condition of entering into a social referral service contract with such
31 provider.

32 3. Every contract for social referral service which requires payment
33 by the purchaser of such service of a total amount in excess of twenty-
34 five dollars shall provide that the seller of such service must furnish
35 to the purchaser a specified certain number of social referrals per
36 month. This subdivision shall not apply to an online dating service
37 where the user can use a search functionality or is presented with
38 possible matches.

39 4. Every contract for social referral service which requires payment
40 by the purchaser of such service of a total amount in excess of twenty-
41 five dollars shall provide that in the event that the seller of such
42 service does not furnish to the purchaser the specified certain number
43 of social referrals, or in case of an online dating service with search
44 functionality or algorithm or location based matching, any social refer-
45 ral, for two or more successive months the purchaser shall have the
46 option to cancel the contract and to receive a refund of all monies paid
47 pursuant to the cancelled contract with the exception that the seller
48 shall be entitled to retain as a cancellation fee fifteen per cent of
49 the cash price or a pro rata amount for the number of referrals
50 furnished to the purchaser, whichever is greater. Every such contract
51 shall set forth in the contract and in the bill of rights the manner in
52 which such services provider determines its cancellation fee pursuant to
53 this subdivision.

54 5. Every contract for social referral service shall provide that the
55 seller will not without the prior written consent of the purchaser sell,
56 assign or otherwise transfer for business or for any other purpose to

1 any person any information and material of a personal or private nature
2 acquired from a purchaser directly or indirectly including but not
3 limited to answers to tests and questionnaires, photographs or back-
4 ground information.

5 5-a. Every contract for a social referral service shall provide each
6 purchaser with the unilateral right to place [~~his or her~~] such purchas-
7 er's membership on hold for a period of up to one year; provided, howev-
8 er, that the purchaser and social referral service may mutually agree to
9 a longer period not to exceed two years. To exercise the unilateral
10 right provided in this subdivision, a purchaser must notify the social
11 referral service provider in writing of [~~his or her~~] such purchaser's
12 intent to do so.

13 6. Every contract for social referral service shall provide that at
14 the expiration of the contract or at the expiration of services rendered
15 by the seller, for any reason, all information and material of a
16 personal or private nature acquired from a purchaser directly or indi-
17 rectly including but not limited to answers to tests and questionnaires,
18 photographs or background information shall be promptly returned by the
19 seller to the purchaser by certified mail or destroyed and deleted from
20 any electronic storage devices, with certification of destruction or
21 deletion promptly provided to the purchaser, unless the retention of
22 such information and material is required (a) by federal, state, or
23 local laws, rules or regulations or (b) to comply with a judicial court
24 order.

25 7. (a) Every contract for social referral service shall provide that
26 such contract may be cancelled without a cancellation fee within three
27 business days after the date of physical or electronic receipt by the
28 buyer of a copy of the written contract.

29 (b) In every social referral service sale, the seller shall furnish to
30 the buyer a fully completed copy of the contract pertaining to such sale
31 at the time of its execution, which is in the same language, e.g., Span-
32 ish, as that principally used in the oral sales presentation and which
33 shows the date of the transaction and contains the name and address of
34 the seller, and in the immediate proximity to the space reserved in the
35 contract for the signature of the buyer and in not less than ten-point
36 bold face type, a statement in substantially the following form:

37 YOU, THE BUYER, MAY CANCEL THIS CONTRACT WITHOUT ANY CANCELLATION FEE
38 WITHIN THREE (3) BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT. SEE THE
39 ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

40 (c) Notice of cancellation shall be delivered by certified or regis-
41 tered United States mail at the address, or electronically at the email
42 address, specified in the contract.

43 (d) At the time the buyer signs the social referral service contract,
44 a completed form in duplicate, captioned "NOTICE OF CANCELLATION", which
45 shall be attached to the contract and easily detachable, and which shall
46 contain in not less than ten-point bold face type the following informa-
47 tion and statements in the same language, e.g., Spanish, as that used in
48 the contract:

49 NOTICE OF CANCELLATION

50 (enter date of transaction)

51 (Date)

52 YOU MAY CANCEL THIS CONTRACT, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN
53 THREE (3) BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT BY MAILING THIS
54 SIGNED AND DATED NOTICE OF CANCELLATION BY CERTIFIED OR REGISTERED
55 UNITED STATES MAIL OR EMAIL TO THE SELLER AT THE ADDRESS OR EMAIL
56 ADDRESS SPECIFIED HEREIN. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER

1 THE CONTRACT WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING
2 RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. TO CANCEL THIS TRAN-
3 SACTION, MAIL BY CERTIFIED OR REGISTERED UNITED STATES MAIL OR EMAIL A
4 SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE TO:
5 (Name of Seller) NOT LATER THAN _____
6 (Address or email address of Seller)(Date) _____

7 In case of an online dating service, the contract, including the
8 statement required by this subdivision, may be furnished and signed
9 electronically, provided such contract is provided to the buyer in a
10 clear and conspicuous manner.

11 (e) In every social referral service sale or renewal, the seller shall
12 provide each purchaser with a clear and conspicuous, separate written
13 notice, which may be a conspicuous and appropriately labeled hyperlink
14 for an online dating service, to be known as the "Dating Service Consum-
15 er Bill of Rights", which shall contain at least the following informa-
16 tion:

17 Dating Service Consumer Bill of Rights

18 1. No social referral service contract shall require the payment by
19 you, the purchaser, of an amount greater than one thousand dollars. In
20 addition, no such contract may extend over a period of time greater than
21 two years.

22 2. No social referral service contract shall require you, the purchas-
23 er, to purchase a good or service which is directly or indirectly
24 related to the social referral service. These extra services are known
25 as ancillary services and, while these ancillary service may be offered
26 to you, the law prohibits the seller from requiring that you purchase
27 this service as a condition of your social referral service contract.

28 3. If your social referral service contract costs more than twenty-
29 five dollars, the seller must furnish a minimum number of referrals per
30 month to you, unless your social referral service provides the user with
31 a search functionality or is presented with possible matches. If this
32 minimum amount is not furnished to you for two successive months, or in
33 the case of an online dating service with search functionality or algo-
34 rithm or location based matching, any social referral, you have the
35 option of cancelling the contract and receiving a full refund of all the
36 money you paid, less a cancellation fee which cannot exceed either
37 fifteen percent of the cash price or a pro rata amount for the number of
38 referrals furnished to you.

39 4. ~~Your~~ Unless your social referral service contract is for online
40 dating services that are generally available to users on a regional,
41 national or global basis, your social referral service contract must
42 specify the distance which you, the purchaser, are willing to travel to
43 meet any social referral. No social referrals shall be furnished where
44 you and the referral live at a distance greater than the distance speci-
45 fied in the contract.

46 5. The provider must have an established policy to address the situ-
47 ation of your moving outside the area it services. This policy must be
48 explained in your contract.

49 6. If any provision of the social referral service contract is
50 violated, you have the right to bring a court action against the provid-
51 er which has violated the contract.

52 8. Every contract for social referral service shall specify the
53 distance which the buyer is willing to travel to meet any social refer-
54 ral. No social referral shall be furnished by the seller to the buyer if
55 either the buyer or the social referral reside at a distance further

1 than the distance specified in either the buyer's or social referral's
2 contracts. This subdivision shall not apply to online dating services
3 that are generally available to users on a regional, national, or global
4 basis.

5 8-a. Every social referral service provider must establish and admin-
6 ister a fair and reasonable policy for the situation in which a purchas-
7 er moves to permanently reside at a location outside the service area of
8 such provider. This policy must be set forth in every contract for
9 social referral service.

10 9. (a) Whenever there shall be a violation of this section an applica-
11 tion may be made by the attorney general in the name of the people of
12 the state of New York to a court or justice having jurisdiction by a
13 special proceeding to issue an injunction, and upon notice to the
14 defendant of not less than five days, to enjoin and restrain the contin-
15 uance of such violation; and if it shall appear to the satisfaction of
16 the court or justice that the defendant has, in fact, violated this
17 section, an injunction may be issued by the court or justice, enjoining
18 and restraining any further violations, without requiring proof that any
19 person has, in fact, been injured or damaged thereby. In any such
20 proceeding, the court may make allowances to the attorney general as
21 provided in paragraph six of subdivision (a) of section eighty-three
22 hundred three of the civil practice law and rules, and direct restitu-
23 tion. Whenever the court shall determine that a violation of this
24 section has occurred, the court may impose a civil penalty of not more
25 than one thousand dollars for each violation. In connection with any
26 such proposed application the attorney general is authorized to take
27 proof and make a determination of the relevant facts and to issue
28 subpoenas in accordance with the civil practice law and rules, and
29 direct restitution.

30 (b) Any person who has been injured by reason of a violation of this
31 section may bring an action in ~~[his or her]~~ such person's own name to
32 enjoin such violation, an action to recover ~~[his or her]~~ such person's
33 actual damages or fifty dollars whichever is greater, or both such
34 actions.

35 (c) In cities having a population over one million, the provisions of
36 this section may be enforced concurrently with the attorney general by
37 the director of a local or municipal consumer affairs office. In cities
38 having a population over one million, such local entities may also
39 require social referral services to be licensed. Such licensing require-
40 ments may be promulgated as are reasonably necessary to effectuate
41 licensure, provided, however, that such localities may not impose
42 substantive requirements that are inconsistent with or more restrictive
43 than those set forth in this section. Any fee for such license may not
44 exceed three hundred forty dollars for a two year period.

45 10. (a) An online dating service shall disclose to all of its New York
46 members known to have previously received and responded to an on-site
47 message from a banned member:

48 (1) the user name, identification number, or other profile identifier
49 of the banned member;

50 (2) the fact that the banned member was banned because, in the judg-
51 ment of the online dating service, the banned member may have been
52 using a false identity or may pose a significant risk of attempting to
53 obtain money from other members through fraudulent means;

54 (3) that a member should never send money or personal financial infor-
55 mation to another member; and

1 (4) a hyperlink to online information that clearly and conspicuously
2 addresses the subject of how to avoid being defrauded by another member
3 of an online dating service.

4 (b) The notification required by paragraph (a) of this subdivision
5 shall be:

6 (1) clear and conspicuous;

7 (2) by e-mail, text message, or other appropriate means of communi-
8 cation; and

9 (3) sent within twenty-four hours after the fraud ban, or at a later
10 time if the service has determined, based on an analysis of effective
11 messaging, that a different time is more effective, but in no event
12 later than three days after the fraud ban.

13 (c) An online dating service shall not be liable to any member who has
14 an account or profile that is the subject of a fraud ban, for disclosing
15 to any member that it has banned the member, the user name or account
16 identifier of the banned member, or the reasons for the online dating
17 service's decision to ban such member in accordance with this subdivi-
18 sion where such disclosure does not contain their personally identifying
19 information.

20 (d) This section does not diminish or adversely affect the protections
21 for online dating services that are afforded in 47 USC 230, or any
22 rights or protections otherwise provided to a consumer in law.

23 § 2. This act shall take effect on the same date and in the same
24 manner as a chapter of the laws of 2024 amending the general business
25 law relating to online dating services, as proposed in legislative bills
26 numbers S. 1759-B and A. 1057-C, takes effect.