

1 **Product Pricing Amendments**

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Stephanie Pitcher

House Sponsor: Tyler Clancy

3 **LONG TITLE**4 **General Description:**

5 This bill enacts provisions relating to algorithmic pricing.

6 **Highlighted Provisions:**

7 This bill:

8 ▶ defines terms;

9 ▶ provides that a supplier commits a deceptive act or practice if the supplier fails to provide
10 a disclaimer that the supplier sets or displays the price of a good or service using
11 algorithmic pricing;12 ▶ provides the disclaimer language that a supplier shall include when using algorithmic
13 pricing to set or display the price of a good or service; and
14 ▶ makes technical changes.15 **Money Appropriated in this Bill:**

16 None

17 **Other Special Clauses:**

18 None

19 **Utah Code Sections Affected:**20 **AMENDS:**21 **13-11-3**, as last amended by Laws of Utah 2025, Chapter 44222 **13-11-4**, as last amended by Laws of Utah 2025, Chapters 231, 442

23 *Be it enacted by the Legislature of the state of Utah:*24 Section 1. Section **13-11-3** is amended to read:25 **13-11-3 . Definitions.**

26 As used in this chapter:

27 (1) "Algorithm" means an automated process that uses a set of rules to:28 (a) interpret or analyze input data; and29 (b) produce a result based on the interpretation or analysis of the input data.

31 (2) "Algorithmic pricing" means the process of an algorithm setting the price of a good or
32 service that the algorithm changes or sets based on a consumer's personal data.

33 [(+) (3)(a) "Charitable solicitation" means [any] a request:

34 (i) directly or indirectly for money, credit, property, financial assistance, or any other
35 thing of value on the plea or representation that [it] the money, credit, property,
36 financial assistance or any other thing of value will be used for a charitable
37 purpose[.] ; and
38 (ii) that is considered complete when made, regardless of whether the person making
39 the solicitation receives a contribution or makes a sale.

40 (b) ~~[A charitable solicitation may be made in any manner, including]~~ "Charitable
41 solicitation" includes:

42 [(a)] (i) [any] an oral or a written request, including a telephone request;

43 [(b)] (ii) the distribution, circulation, or posting of [any] a handbill, written
44 advertisement, or publication; or

45 [(e)] (iii) the sale of, offer or attempt to sell, or request of donations for:

46 (A) [any] a book[.] ;

47 (B) [.] a card[.] ;

48 (C) [.] a chance[.] ;

49 (D) [.] a coupon[.] ;

50 (E) [.] a device[.] ;

51 (F) [.] a magazine[.] ;

52 (G) [.] a membership[.] ;

53 (H) [.] merchandise[.] ;

54 (I) [.] a subscription[.] ;

55 (J) [.] a ticket[.] ;

56 (K) [.] a flower[.] ;

57 (L) [.] a flag[.] ;

58 (M) [.] a button[.] ;

59 (N) [.] a sticker[.] ;

60 (O) [.] a ribbon[.] ;

61 (P) [.] a token[.] ;

62 (Q) [.] a trinket[.] ;

63 (R) [.] a tag[.] ;

64 (S) [.] a souvenir[.] ;

65 (T) [-]candy[;] ; or

66 (U) [-]any other article in connection with which [any] an appeal is made for [any] a
67 charitable purpose, or where the name of [any] a charitable organization or
68 movement is used or referred to as an inducement or reason for making [any] a
69 purchase donation, or where, in connection with any sale or donation, [any] a
70 statement is made that the whole or [any] a part of the proceeds of [any] a sale
71 or donation will go to or be donated to [any] a charitable purpose.[-A charitable
72 solicitation is considered complete when made, whether or not the organization
73 or person making the solicitation receives any contribution or makes any sale.]

74 [(2)] (4)(a) "Consumer transaction" means a sale, lease, assignment, award by chance, or
75 other written or oral transfer or disposition of goods, services, or other property, both
76 tangible and intangible[~~(except)~~ , except securities and [insurance)] insurance, to, or
77 apparently to, a person for:

78 (i) primarily personal, family, or household purposes; or

79 (ii) purposes that relate to a business opportunity that requires:

80 (A) expenditure of money or property by the person described in Subsection [(2)(a)] (4)(a); and

81 (B) the person described in Subsection [(2)(a)] (4)(a) to perform personal services
82 on a continuing basis and in which the person described in Subsection [(2)(a)]
83 (4)(a) has not been previously engaged.

84 (b) "Consumer transaction" includes:

85 (i) any of the following with respect to a transfer or disposition described in
86 Subsection [(2)(a)] (4)(a):

87 (A) an offer;

88 (B) a solicitation;

89 (C) an agreement; or

90 (D) performance of an agreement; or

91 (ii) a charitable solicitation.

92 [(3)] (5) "Division" means the Division of Consumer Protection.

93 [(4)] (6) "Final judgment" means a judgment, including [any] a supporting opinion, that
94 determines the rights of the parties and concerning which appellate remedies have been
95 exhausted or the time for appeal has expired.

96 (7) "Personal data" means any information that identifies or could reasonably be linked,
97 directly or indirectly, to a specific consumer or consumer's electronic device.

99 [({5})] (8) "Supplier" means a seller, lessor, assignor, offeror, broker, or other person who
100 regularly solicits, engages in, or enforces consumer transactions, whether[~~or not~~] the
101 person deals directly with the consumer.

102 [({6})] (9) "Vulnerable adult" means the same as that term is defined in Section 26B-6-201.

103 Section 2. Section **13-11-4** is amended to read:

104 **13-11-4 . Deceptive act or practice by supplier.**

105 (1) A supplier that engages in a deceptive act or practice in connection with a consumer
106 transaction violates this chapter, whether the deceptive act or practice occurs before,
107 during, or after the transaction.

108 (2) Without limiting the scope of Subsection (1), a supplier commits a deceptive act or
109 practice if the supplier:

- 110 (a) indicates that the subject of a consumer transaction has sponsorship, approval,
111 performance characteristics, accessories, uses, or benefits, if the subject has not;
- 112 (b) indicates that the subject of a consumer transaction is of a particular standard,
113 quality, grade, style, or model, if the subject is not;
- 114 (c) indicates that the subject of a consumer transaction is new, or unused, if the subject is
115 not, or has been used to an extent that is materially different from the fact;
- 116 (d) indicates that the subject of a consumer transaction is available to the consumer for a
117 reason that does not exist, including any of the following reasons falsely used in an
118 advertisement:

- 119 (i) "going out of business";
- 120 (ii) "bankruptcy sale";
- 121 (iii) "lost our lease";
- 122 (iv) "building coming down";
- 123 (v) "forced out of business";
- 124 (vi) "final days";
- 125 (vii) "liquidation sale";
- 126 (viii) "fire sale";
- 127 (ix) "quitting business"; or
- 128 (x) an expression similar to any of the expressions in Subsections (2)(d)(i) through
129 (ix);

- 130 (e) indicates that the subject of a consumer transaction has been supplied in accordance
131 with a previous representation, if the subject has not;

- 132 (f) indicates that the subject of a consumer transaction will be supplied in greater

133 quantity than the supplier intends;

134 (g) indicates that replacement or repair is needed, if the replacement or repair is not;

135 (h) indicates that a specific price advantage exists, if the specific price advantage does

136 not;

137 (i) indicates that the supplier has a sponsorship, approval, license, certification, or

138 affiliation the supplier does not have;

139 (j)(i) indicates that a consumer transaction involves or does not involve a warranty, a

140 disclaimer of warranties, particular warranty terms, or other rights, remedies, or

141 obligations, if the representation is false; or

142 (ii) fails to honor a warranty or a particular warranty term;

143 (k) indicates that the consumer will receive a rebate, discount, or other benefit as an

144 inducement for entering into a consumer transaction in return for giving the supplier

145 the names of prospective consumers or otherwise helping the supplier to enter into

146 other consumer transactions, if receipt of the benefit is contingent on an event

147 occurring after the consumer enters into the transaction;

148 (l) after receipt of payment for goods or services, fails to ship the goods or furnish the

149 services within the time advertised or otherwise represented or, if no specific time is

150 advertised or represented, fails to ship the goods or furnish the services within 30

151 days, unless within the applicable time period the supplier provides the buyer with

152 the option to:

153 (i) cancel the sales agreement and receive a refund of all previous payments to the

154 supplier if the refund is mailed or delivered to the buyer within 10 business days

155 after the day on which the seller receives written notification from the buyer of the

156 buyer's intent to cancel the sales agreement and receive the refund; or

157 (ii) extend the shipping date to a specific date proposed by the supplier;

158 (m) except as provided in Subsection (3)(b), fails to furnish a notice meeting the

159 requirements of Subsection (3)(a) of the purchaser's right to cancel a direct

160 solicitation sale within three business days of the time of purchase if:

161 (i) the sale is made other than at the supplier's established place of business [pursuant

162 to] in accordance with the supplier's personal contact, whether through mail,

163 electronic mail, facsimile transmission, telephone, or any other form of direct

164 solicitation; and

165 (ii) the sale price exceeds \$25;

166 (n) promotes, offers, or grants participation in a pyramid scheme as defined under Title

76, Chapter 6a, Pyramid Scheme Act;

(o) in connection with a charitable solicitation:

(i) falsely indicates that:

(A) the supplier is affiliated with a charitable organization;

(B) the supplier is an employee, officer, or representative of a public safety agency;

(C) the supplier has sponsorship or approval of a given charitable organization;

(D) a charitable contribution will be provided to a given charitable organization;

(E) providing a charitable contribution has an additional benefit, including a tax benefit; or

(F) the recipient of the solicitation has previously contributed to a given charitable organization;

(ii) uses a fictitious name or a name the supplier is not authorized to use; or

(iii) with intent to deceive:

(A) uses a name that is substantially similar to that of another charitable organization; or

(B) falsely indicates that a charitable contribution will be used for a particular purpose;

(p) if a consumer indicates the consumer's intention of making a claim for a motor vehicle repair against the consumer's motor vehicle insurance policy:

(i) commences the repair without first giving the consumer oral and written notice of:

(A) the total estimated cost of the repair; and

(B) the total dollar amount the consumer is responsible to pay for the repair, which dollar amount may not exceed the applicable deductible or other arrangement in the consumer's insurance policy; or

- (ii) requests or collects from a consumer an amount that exceeds the dollar amount a consumer was initially told the consumer was responsible to pay as an insurance deductible or other copay arrangement for a motor vehicle repair under Subsection (2)(p)(i), even if that amount is less than the full amount the motor vehicle insurance policy requires the insured to pay as a deductible or other copay arrangement, unless:

(A) the consumer's insurance company denies that coverage exists for the repair, in which case, the full amount of the repair may be charged and collected from the consumer; or

201 (B) the consumer misstates, before the repair is commenced, the amount of money
202 the insurance policy requires the consumer to pay as a deductible or other
203 copay arrangement, in which case, the supplier may charge and collect from
204 the consumer an amount that does not exceed the amount the insurance policy
205 requires the consumer to pay as a deductible or other copay arrangement;

206 (q) includes in any contract, receipt, or other written documentation of a consumer
207 transaction, or any addendum to any contract, receipt, or other written documentation
208 of a consumer transaction, any confession of judgment or any waiver of any of the
209 rights to which a consumer is entitled under this chapter;

210 (r) charges a consumer for a consumer transaction or a portion of a consumer transaction
211 that has not previously been agreed to by the consumer;

212 (s) solicits or enters into a consumer transaction with an individual who lacks the mental
213 ability to comprehend the nature and consequences of:
214 (i) the consumer transaction; or
215 (ii) the individual's ability to benefit from the consumer transaction;

216 (t) solicits for the sale of a product or service by providing a consumer with an
217 unsolicited check or negotiable instrument the presentment or negotiation of which
218 obligates the consumer to purchase a product or service, unless the supplier is:
219 (i) a depository institution under Section 7-1-103;
220 (ii) an affiliate of a depository institution; or
221 (iii) an entity regulated under Title 7, Financial Institutions Act;

222 (u) sends an unsolicited mailing to a person that appears to be a billing, statement, or
223 request for payment for a product or service the person has not ordered or used, or
224 that implies that the mailing requests payment for an ongoing product or service the
225 person has not received or requested;

226 (v) issues a gift certificate, instrument, or other record in exchange for payment to
227 provide the bearer, upon presentation, goods or services in a specified amount
228 without printing in a readable manner on the gift certificate, instrument, packaging,
229 or record any expiration date or information concerning a fee to be charged and
230 deducted from the balance of the gift certificate, instrument, or other record;

231 (w) misrepresents the geographical origin or location of the supplier's business;

232 (x) fails to comply with the restrictions of Section 15-10-201 on automatic renewal
233 provisions;

234 (y) violates Section 13-59-201;

235 (z) fails to comply with the restrictions of Subsection 13-54-202(2);
236 (aa) states or implies that a registration or application administered or enforced by the
237 division is an endorsement, sanction, or approval by the division or a governmental
238 agency or office;[~~or~~]
239 (bb) fails to comply with the requirements of Section 71A-4-102 regarding assistance to
240 veterans for benefits[.] ; or
241 (cc) sets or displays the price of a good or service using algorithmic pricing without
242 complying with Subsection (5).

243 (3)(a) The notice required by Subsection (2)(m) shall:
244 (i) be a conspicuous statement written in dark bold with at least 12-point type on the
245 first page of the purchase documentation; and
246 (ii) read as follows: "YOU, THE BUYER, MAY CANCEL THIS CONTRACT AT
247 ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY (or time
248 period reflecting the supplier's cancellation policy but not less than three business
249 days) AFTER THE DATE OF THE TRANSACTION OR RECEIPT OF THE
250 PRODUCT, WHICHEVER IS LATER."

251 (b) A supplier is exempt from the requirements of Subsection (2)(m) if the supplier's
252 cancellation policy:
253 (i) is communicated to the buyer; and
254 (ii) offers greater rights to the buyer than Subsection (2)(m).

255 (4)(a) A gift certificate, instrument, or other record that does not print an expiration date
256 in accordance with Subsection (2)(v) does not expire.
257 (b) A gift certificate, instrument, or other record that does not include printed
258 information concerning a fee to be charged and deducted from the balance of the gift
259 certificate, instrument, or other record is not subject to the charging and deduction of
260 the fee.
261 (c) Subsections (2)(v) and (4)(b) do not apply to a gift certificate, instrument, or other
262 record useable at multiple, unaffiliated sellers of goods or services if an expiration
263 date is printed on the gift certificate, instrument, or other record.

264 (5) If a supplier uses algorithmic pricing when setting or displaying the price of a service or
265 good, the supplier shall include with the display of the price of the service or good a
266 clear and conspicuous disclosure that states: "THIS PRICE WAS SET BY AN
267 ALGORITHM USING YOUR PERSONAL DATA."

268 Section 3. **Effective Date.**

269

This bill takes effect on May 6, 2026.