



Ohio Revised Code

Section 4719.07 Signed written confirmations of sales.

Effective: December 5, 1996

Legislation: Senate Bill 214 - 121st General Assembly

(A) No verbal agreement, made by a purchaser as a result of a telephone solicitation, to purchase goods or services from a telephone solicitor is valid or legally binding unless the telephone solicitor receives from the purchaser a signed, written confirmation that complies with divisions (F) and (G) of this section and discloses in full the terms of the agreement.

(B) No purchaser is liable for payment for goods or services provided by a telephone solicitor as a result of a telephone solicitation unless the solicitor has first received a signed, written confirmation from the purchaser that complies with divisions (F) and (G) of this section. Any goods sent or services provided without a signed, written confirmation are deemed unsolicited goods or services and become the property of the purchaser free of charge or obligation.

(C) No telephone solicitor or salesperson shall make or submit a charge to a purchaser's account, including, but not limited to, a checking, savings, share, credit card, or other account for which the purchaser may be obligated financially, unless the telephone solicitor has received from the purchaser the original copy of a confirmation that is signed by the purchaser and that complies with divisions (F) and (G) of this section.

(D) No telephone solicitor that causes a written confirmation under this section to be delivered to a purchaser by a courier shall cause the courier to obtain the signed, written confirmation or payment from the purchaser or to transport the signed, written confirmation or payment to the solicitor, or shall request that the purchaser arrange for the transportation of the signed, written confirmation or payment to occur, sooner than seven days following delivery of the written confirmation to the purchaser.

(E) No telephone solicitor who receives payment in any form from a purchaser without also receiving a signed, written confirmation that complies with divisions (F) and (G) of this section shall fail to do all of the following within five business days after the receipt of the payment:



- (1) Refund all payments made, including any down payment made under the agreement;
 - (2) Return any goods traded in to the telephone solicitor on account of or in contemplation of an agreement resulting from the telephone solicitation, in substantially the same condition as when received by the telephone solicitor;
 - (3) Take any action necessary or appropriate to terminate promptly any security interest created in connection with the agreement.
- (F) A confirmation under this section shall include, but not be limited to, all of the following:
- (1) The name of the telephone solicitor;
 - (2) The number of the telephone solicitor's certificate of registration or registration renewal issued under section 4719.03 of the Revised Code;
 - (3) The address and telephone number at which personal or voice contact with an employee or agent of the telephone solicitor may be made during normal business hours;
 - (4) An itemized list of all prices or fees being requested, including any handling, shipping, delivery, or other charges;
 - (5) The date of the transaction;
 - (6) A detailed description of the goods or services being sold through the telephone solicitation;
 - (7) All material terms and conditions of the telephone solicitor's policy of making refunds, cancellations, exchanges, or repurchases;
 - (8) A duplicate copy, with the complete information as presented in the original confirmation, to be retained by the purchaser as proof of the terms of the agreement to purchase;
 - (9) In any prize promotion, a description of the prize; its market value; all material conditions to



receive or redeem the prize; the odds of being able to receive the prize and, if the odds are not calculable in advance, the factors and methods used in calculating the odds; that no purchase or payment of any kind is required to win a prize or to participate in a prize promotion; and the no-purchase or no-payment method of participating in the prize promotion, with either instructions on how to participate or an address or local or toll-free telephone number to which customers may write or call for information on how to participate;

(10) In a type size of a minimum of twelve points, in boldface print, and in a color clearly contrasting with all other text and background on the confirmation, in a space immediately preceding the space allotted for the purchaser's signature, the following statement:

"YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONFIRMATION AND RETURN IT TO THE SELLER."

(G) Except as provided in division (F)(10) of this section, all text of a confirmation under division (A) of this section shall be printed in a type size of a minimum of ten points, in a color clearly contrasting with all background.

(H) A telephone solicitor that meets all of the following requirements is exempt from the provisions of divisions (A) through (G) of this section:

(1) The telephone solicitor does not conduct a prize promotion or offer the sale of an investment opportunity;

(2) The telephone solicitor conducts all telephone solicitation activities according to sections 310.3, 310.4, and 310.5 of the telemarketing sales rules adopted by the federal trade commission in 16 C.F.R. part 310;

(3) The telephone solicitor gives an unconditional full refund to any purchaser for the return of goods or cancellation of services within a period of not fewer than seven days after purchaser's receipt of the goods, agreement to the services, or receipt of two copies of the written notice of cancellation required by division (H)(4) of this section, whichever is later; and provides the refund to the purchaser within thirty days after receiving the goods returned by the purchaser or the written notice



of cancellation of services.

(4) The telephone solicitor provides to the purchaser two copies of a written notice of cancellation rights which contains the following printed in a type size of a minimum of ten points, in a color clearly contrasting with all background:

(a) The name of the telephone solicitor;

(b) The number of the telephone solicitor's certificate of registration or registration renewal issued under section 4719.03 of the Revised Code;

(c) The address and telephone number at which personal or voice contact with an employee or agent of the telephone solicitor may be made during normal business hours;

(d) An itemized list of all prices or fees being charged, including any handling, shipping, delivery, or other charges;

(e) The date of the transaction;

(f) A detailed description of the goods or services being sold;

(g) The following language in boldface print:

"NOTICE OF CANCELLATION RIGHTS

Because you agreed to buy these goods (or services or other appropriate description) as a result of a telephone solicitation, Ohio law gives you seven (7) days to cancel your purchase. If you cancel we must provide you a full refund within thirty (30) days. If you want to cancel, you must sign your name below and return a copy of this notice, together with any goods you have received, so they are postmarked no later than midnight of the seventh day following the date you received the goods or agreed to the services, or the seventh day following the date you received this notice, whichever is later. The notice and goods must be addressed as follows:



(Name and address of merchant)

I want to cancel my agreement to purchase. -

_____ - (Signature)

_____ - (Name of purchaser - printed)

_____ - (Address of purchaser -
printed)

_____ - (Address - city, state, zip)

(Date)"