

1747. This title may be cited as the "Song-Beverly Credit Card Act of 1971."

1747.01. It is the intent of the Legislature that the provisions of this title as to which there are similar provisions in the federal Truth in Lending Act, as amended (15 U.S.C. 1601, et seq.), essentially conform, and be interpreted by anyone construing the provisions of this title to so conform, to the Truth in Lending Act and any rule, regulation, or interpretation promulgated thereunder by the Board of Governors of the Federal Reserve System, and any interpretation issued by an official or employee of the Federal Reserve System duly authorized to issue such interpretation.

1747.02. As used in this title:

(a) "Credit card" means any card, plate, coupon book, or other single credit device existing for the purpose of being used from time to time upon presentation to obtain money, property, labor, or services on credit. "Credit card" does not mean any of the following:

(1) Any single credit device used to obtain telephone property, labor, or services in any transaction under public utility tariffs.

(2) Any device that may be used to obtain credit pursuant to an electronic fund transfer, but only if the credit is obtained under an agreement between a consumer and a financial institution to extend credit when the consumer's asset account is overdrawn or to maintain a specified minimum balance in the consumer's asset account.

(3) Any key or card key used at an automated dispensing outlet to obtain or purchase petroleum products, as defined in subdivision (c) of Section 13401 of the Business and Professions **Code**, that will be used primarily for business rather than personal or family purposes.

(b) "Accepted credit card" means any credit card that the cardholder has requested or applied for and received or has signed, or has used, or has authorized another person to use, for the purpose of obtaining money, property, labor, or services on credit. Any credit card issued in renewal of, or in substitution for, an accepted credit card becomes an accepted credit card when received by the cardholder, whether the credit card is issued by the same or a successor card issuer.

(c) "Card issuer" means any person who issues a credit card or the agent of that person for that purpose with respect to the credit card.

(d) "Cardholder" means a natural person to whom a credit card is issued for consumer credit purposes, or a natural person who has agreed with the card issuer to pay consumer credit obligations arising from the issuance of a credit card to another natural person. For purposes of Sections **1747.05**, **1747.10**, and **1747.20**, the term includes any person to whom a credit card is issued for any purpose, including business, commercial, or agricultural use, or a person who has agreed with the card issuer to pay obligations arising from the

issuance of that credit card to another person.

(e) "Retailer" means every person other than a card issuer who furnishes money, goods, services, or anything else of value upon presentation of a credit card by a cardholder. "Retailer" shall not mean the state, a county, city, city and county, or any other public agency.

(f) "Unauthorized use" means the use of a credit card by a person, other than the cardholder, (1) who does not have actual, implied, or apparent authority for that use and (2) from which the cardholder receives no benefit. "Unauthorized use" does not include the use of a credit card by a person who has been given authority by the cardholder to use the credit card. Any attempted termination by the cardholder of the person's authority is ineffective as against the card issuer until the cardholder complies with the procedures required by the card issuer to terminate that authority.

Notwithstanding the above, following the card issuer's receipt of oral or written notice from a cardholder indicating that it wishes to terminate the authority of a previously authorized user of a credit card, the card issuer shall follow its usual procedures for precluding any further use of a credit card by an unauthorized person.

(g) An "inquiry" is a writing that is posted by mail to the address of the card issuer to which payments are normally tendered, unless another address is specifically indicated on the statement for that purpose, then to that other address, and that is received by the card issuer no later than 60 days after the card issuer transmitted the first periodic statement that reflects the alleged billing error, and that does all of the following:

(1) Sets forth sufficient information to enable the card issuer to identify the cardholder and the account.

(2) Sufficiently identifies the billing error.

(3) Sets forth information providing the basis for the cardholder's belief that the billing error exists.

(h) A "response" is a writing that is responsive to an inquiry and mailed to the cardholder's address last known to the card issuer.

(i) A "timely response" is a response that is mailed within two complete billing cycles, but in no event later than 90 days, after the card issuer receives an inquiry.

(j) A "billing error" means an error by omission or commission in (1) posting any debit or credit, or (2) in computation or similar error of an accounting nature contained in a statement given to the cardholder by the card issuer. A "billing error" does not mean any dispute with respect to value, quality, or quantity of goods, services, or other benefit obtained through use of a credit card.

(k) "Adequate notice" means a printed notice to a cardholder that sets forth the pertinent facts clearly and conspicuously so that a person against whom it is to operate could reasonably be expected to have noticed it and understood its meaning.

(l) "Secured credit card" means any credit card issued under an agreement or other instrument that pledges, hypothecates, or places a lien on real property or money or other personal property to secure the cardholder's obligations to the card issuer.

(m) "Student credit card" means any credit card that is provided to a student at a public or private college or university and is provided to that student solely based on his or her enrollment in a public or private university, or is provided to a student who would not otherwise qualify for that credit card on the basis of his or her income. A "student credit card" does not include a credit card issued to a student who has a cocardholder or cosigner who would otherwise qualify for a credit card other than a student credit card.

1747.03. (a) Any rights or responsibilities created by this title that are based on the use of a credit card shall have no effect with respect to:

(1) Those transactions that constitute an electronic fund transfer as defined by Regulation E of the Federal Reserve Board (12 CFR, Part 205).

(2) Those transactions involving the use of any key or a card key used at an automated dispensing outlet to obtain or purchase petroleum products, as defined in subdivision (c) of Section 13401 of the Business and Professions **Code**, which will be used primarily for business rather than personal or family purposes.

(b) Notwithstanding subdivision (a), a person, company, or corporation that has been issued a key or card key described in paragraph (2) of subdivision (a) shall not be liable for losses due to the loss or theft of the key or card key incurred after receipt by the issuer of the key or card key of written or oral notification of the loss or theft.

1747.04. Any waiver of the provisions of this title is contrary to public policy, and is void and unenforceable.

1747.05. (a) No credit card shall be issued except:

(1) In response to an oral or written request or application therefor.

(2) As a renewal of, or in substitution for, an accepted credit card whether that card is issued by the same or a successor card issuer.

(b) A credit card issued in substitution for an accepted credit card may be issued only if the card issuer provides an activation process whereby the cardholder is required to contact the card issuer to activate the credit card prior to the first use of the credit card in a credit transaction.

(c) This section does not prohibit the completion of an overdraft protection advance or recurring-charge transaction that a cardholder has previously authorized on an accepted credit card.

1747.06. (a) A credit card issuer that mails an offer or solicitation to receive a credit card and, in response, receives a completed application for a credit card that lists an address that is different from the address on the offer or solicitation shall verify the change of address by contacting the person to whom the solicitation or offer was mailed.

(b) Notwithstanding any other provision of law, a person to whom an offer or solicitation to receive a credit card is made shall not be liable for the unauthorized use of a credit card issued in response to that offer or solicitation if the credit card issuer does not verify the change of address pursuant to subdivision (a) prior to the issuance of the credit card, unless the credit card issuer proves that this person actually incurred the charge on the credit card.

(c) When a credit card issuer receives a written or oral request for a change of the cardholder's billing address and then receives a written or oral request for an additional credit card within 10 days after the requested address change, the credit card issuer shall not mail the requested additional credit card to the new address or, alternatively, activate the requested additional credit card, unless the credit card issuer has verified the change of address.

(d) This section shall become operative on July 1, 2000.

1747.08. (a) Except as provided in subdivision (c), no person, firm, partnership, association, or corporation that accepts credit cards for the transaction of business shall do any of the following:

(1) Request, or require as a condition to accepting the credit card as payment in full or in part for goods or services, the cardholder to write any personal identification information upon the credit card transaction form or otherwise.

(2) Request, or require as a condition to accepting the credit card as payment in full or in part for goods or services, the cardholder to provide personal identification information, which the person, firm, partnership, association, or corporation accepting the credit card writes, causes to be written, or otherwise records upon the credit card transaction form or otherwise.

(3) Utilize, in any credit card transaction, a credit card form which contains preprinted spaces specifically designated for filling in any personal identification information of the cardholder.

(b) For purposes of this section "personal identification information," means information concerning the cardholder, other than information set forth on the credit card, and including, but not limited to, the cardholder's address and telephone number.

(c) Subdivision (a) does not apply in the following instances:

(1) If the credit card is being used as a deposit to secure payment in the event of default, loss, damage, or other similar occurrence.

(2) Cash advance transactions.

(3) If the person, firm, partnership, association, or corporation accepting the credit card is contractually obligated to provide personal identification information in order to complete the credit card transaction or is obligated to collect and record the personal identification information by federal law or regulation.

(4) If personal identification information is required for a special purpose incidental but related to the individual credit card transaction, including, but not limited to, information relating to shipping, delivery, servicing, or installation of the purchased merchandise, or for special orders.

(d) This section does not prohibit any person, firm, partnership, association, or corporation from requiring the cardholder, as a condition to accepting the credit card as payment in full or in part for goods or services, to provide reasonable forms of positive identification, which may include a driver's license or a California state identification card, or where one of these is not available, another form of photo identification, provided that none of the information contained thereon is written or recorded on the credit card transaction form or otherwise. If the cardholder pays for the transaction with a credit card number and does not make the credit card available upon request to verify the number, the cardholder's driver's license number or identification card number may be recorded on the credit card transaction form or otherwise.

(e) Any person who violates this section shall be subject to a **civil** penalty not to exceed two hundred fifty dollars (\$250) for the first violation and one thousand dollars (\$1,000) for each subsequent violation, to be assessed and collected in a **civil** action brought by the person paying with a credit card, by the Attorney General, or by the district attorney or city attorney of the county or city in which the violation occurred. However, no **civil** penalty shall be assessed for a violation of this section if the defendant shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error made notwithstanding the defendant's maintenance of procedures reasonably adopted to avoid that error. When collected, the **civil** penalty shall be payable, as appropriate, to the person paying with a credit card who brought the action, or to the general fund of whichever governmental entity brought the action to assess the **civil** penalty.

(f) The Attorney General, or any district attorney or city attorney within his or her respective jurisdiction, may bring an action in the superior court in the name of the people of the State of California to enjoin violation of subdivision (a) and, upon notice to the defendant of not less than five days, to temporarily restrain and enjoin the violation. If it appears to the satisfaction of the court that the defendant has, in fact, violated subdivision (a), the court may issue an injunction restraining further violations, without requiring proof that any person has been damaged by the violation. In these proceedings, if the court finds that the defendant has violated subdivision (a), the court may direct the defendant to pay any or all costs incurred by the Attorney General, district attorney, or city attorney in seeking or obtaining injunctive relief pursuant to this subdivision.

(g) Actions for collection of **civil** penalties under subdivision (e) and for injunctive relief under subdivision (f) may be consolidated.

(h) The changes made to this section by Chapter 458 of the Statutes of 1995 apply only to credit card transactions entered into on and after January 1, 1996. Nothing in those changes shall be construed to affect any **civil** action which was filed before January 1, 1996.

1747.09. (a) Except as provided in this section, no person, firm, partnership, association, corporation, or limited liability company that accepts credit or debit cards for the transaction of business shall print more than the last five digits of the credit or debit card account number or the expiration date upon any of the following:

(1) Any receipt provided to the cardholder.

(2) Any receipt retained by the person, firm, partnership, association, corporation, or limited liability company, which is printed at the time of the purchase, exchange, refund, or return, and is signed by the cardholder.

(3) Any receipt retained by the person, firm, partnership, association, corporation, or limited liability company, which is printed at the time of the purchase, exchange, refund, or return, but is not signed by the cardholder, because the cardholder used a personal identification number to complete the transaction.

(b) This section shall apply only to receipts that include a credit or debit card account number that are electronically printed and shall not apply to transactions in which the sole means of recording the person's credit or debit card account number is by

handwriting or by an imprint or copy of the credit or debit card.

(c) This section shall not apply to documents, other than the receipts described in paragraphs (1) to (3), inclusive, of subdivision (a), used for internal administrative purposes.

(d) Paragraphs (2) and (3) of subdivision (a) shall become operative on January 1, 2009.

1747.10. A cardholder shall be liable for the unauthorized use of a credit card only if all of the following conditions are met:

(a) The card is an accepted credit card.

(b) The liability is not in excess of fifty dollars (\$50).

(c) The card issuer gives adequate notice to the cardholder of the potential liability.

(d) The card issuer has provided the cardholder with a description of a means by which the card issuer may be notified of loss or theft of the card.

(e) The unauthorized use occurs before the card issuer has been notified that an unauthorized use of the credit card has occurred or may occur as the result of loss, theft, or otherwise.

(f) The card issuer has provided a method whereby the user of such card can be identified as the person authorized to use it.

1747.20. If 10 or more credit cards are issued by one card issuer for use by the employees of an organization, Section **1747.10** does not prohibit the card issuer and the organization from agreeing to liability for unauthorized use without regard to Section **1747.10**. However, liability for unauthorized use may be imposed on an employee of the organization, by either the card issuer or the organization, only in accordance with Section **1747.10**.

1747.40. If a card issuer fails to give a timely response to an inquiry of a cardholder concerning any debit or credit applicable to an obligation incurred through the use of a credit card, he shall not be entitled to interest, finance charges, service charges, or any other charges thereon, from the date of mailing of the inquiry to date of mailing of the response.

1747.50. (a) Every card issuer shall correct any billing error made by the card issuer within two complete billing cycles, but in no event later than 90 days, after receiving an inquiry.

(b) Any card issuer who fails to correct a billing error made by the card issuer within the period prescribed by subdivision (a) shall not be entitled to the amount by which the outstanding balance of the cardholder's account is greater than the correct balance, nor any interest, finance charges, service charges, or other charges on the obligation giving rise to the billing error.

(c) Any cardholder who is injured by a willful violation of this section may bring an action for the recovery of damages. Judgment may be entered for three times the amount at which actual damages are assessed. The cardholder shall be entitled to recover reasonable attorney's fees and costs incurred in the action.

1747.60. (a) Every retailer shall correct any billing error made by the retailer within 60 days from the date on which an inquiry concerning a billing error was mailed.

(b) Any retailer who fails to correct a billing error made by the retailer within the period prescribed by subdivision (a) shall be liable to the cardholder in the amount by which the outstanding balance of the cardholder's account is greater than the correct balance, and any interest, finance charges, service charges, or other charges on the obligation giving rise to the billing error.

(c) Any cardholder who is injured by a willful violation of this section may bring an action for the recovery of damages. Judgment may be entered for three times the amount at which actual damages are assessed. The cardholder shall be entitled to recover reasonable attorney's fees and costs incurred in the action.

(d) As used in this section, an "inquiry" is a writing which is posted by mail to the address of the retailer, unless another address is specifically indicated by the retailer for the purpose of mailing inquiries with respect to billing errors, then to such address.

1747.65. (a) A card issuer shall not be liable for a billing error made by the retailer.

(b) A retailer shall not be liable for a billing error made by a card issuer.

1747.70. (a) No card issuer shall knowingly give any untrue credit information to any other person concerning a cardholder.

(b) No card issuer, after receiving an inquiry from a cardholder regarding a billing error and prior to satisfying the requirements of Section **1747.50**, shall communicate unfavorable credit information concerning the cardholder to any person solely because of the cardholder's failure to pay the amount by which the outstanding balance of the cardholder's account is greater than the correct balance.

(c) No card issuer shall cancel or refuse to renew a credit card for the reason that the cardholder has obtained relief under Section **1747.50**.

(d) Any cardholder who is injured by a willful violation of this section may bring an action for the recovery of damages. Judgment may be entered for three times the amount at which actual damages are assessed. The cardholder shall be entitled to recover reasonable attorney's fees and costs incurred in the action.

1747.80. (a) No card issuer shall refuse to issue a credit card to any person solely because of any characteristic listed or defined in subdivision (b) or (e) of Section 51.

(b) Any card issuer who willfully violates this section is liable for each and every offense for the actual damages, and two hundred fifty dollars (\$250) in addition thereto, suffered by any person denied a credit card solely for the reasons set forth in subdivision (a). In addition, that person may petition the court to order the

card issuer to issue him or her a credit card upon the terms, conditions, and standards as the card issuer normally utilizes in granting credit to other individuals.

1747.81. (a) If a card issuer has determined in the normal course of business that it will issue a card to a married woman, the card shall be issued bearing either the maiden name or married name of the woman, as the woman may direct.

(b) Card issuers may require that a married woman requesting a card in her maiden name open a new account in that name.

1747.85. Unless requested by the cardholder, no card issuer shall cancel a credit card without having first given the cardholder 30 days' written notice of its intention to do so unless the cardholder is or has been within the last 90 days in default of payment or otherwise in violation of any provision of the agreement between the card issuer and the cardholder governing the cardholder's use of the credit card or unless the card issuer has evidence or reasonable belief that the cardholder is unable or unwilling to repay obligations incurred under the agreement or that an unauthorized use of the card may be made.

Nothing provided herein shall be construed to prohibit a card issuer from placing the account of a cardholder on inactive status if the cardholder has not used the card for a period in excess of 18 months or from requiring that cardholder, upon subsequent reuse of a card, to provide to the card issuer such updated information as will enable the card issuer to verify the current creditworthiness of the cardholder.

1747.90. (a) (1) Subject to the limitation contained in subdivision (b), a card issuer who has issued a credit card to a cardholder pursuant to an open-end consumer credit plan shall be subject to all claims and defenses, other than tort claims, arising out of any transaction in which the credit card is used as a method of payment or extension of credit if the following conditions are met:

(A) The cardholder has made a good faith attempt to obtain satisfactory resolution of a disagreement or problem relative to the transaction from the person honoring the credit card.

(B) The amount of the initial transaction exceeds fifty dollars (\$50).

(C) The place where the initial transaction occurred was in California, or, if not within California, then within 100 miles from the cardholder's current designated address in California.

(2) The limitations set forth in subparagraphs (B) and (C) of paragraph (1) with respect to a cardholder's right to assert claims and defenses against a card issuer shall not be applicable to any transaction in which the person honoring the credit card satisfies any of the following requirements:

(A) Is the same person as the card issuer.

(B) Is controlled by the card issuer.

(C) Is under direct or indirect common control with the card issuer.

(D) Is a franchised dealer in the card issuer's products or

services.

(E) Has obtained the order for such transaction through a mail solicitation made by or participated in by the card issuer in which the cardholder is solicited to enter into such transaction by using the credit card issued by the card issuer.

(b) The amount of claims or defenses asserted by the cardholder may not exceed the amount of credit outstanding with respect to such transaction at the time the cardholder first notifies the card issuer or the person honoring the credit card of such claim or defense. For the purpose of determining the amount of credit outstanding, payments and credits to the cardholder's account are deemed to have been applied, in the order indicated, to the payment of the following:

(1) Late charges in the order of their entry to the account.

(2) Finance charges in order of their entry to the account.

(3) Debits to the account other than those set forth above, in the order in which each debit entry to the account was made.

(c) This section does not apply to the use of a check guarantee card or a debit card in connection with an overdraft credit plan, or to a check guarantee card used in connection with cash advance checks.

1747.94. (a) In addition to any other disclosures required by law, a card issuer of a secured credit card shall, in every advertisement or solicitation to prospective cardholders, expressly identify the credit instrument offered as a "secured credit card" and prominently disclose that credit extended under the secured credit card is secured, and shall describe the security by item or type.

(b) Any deed of trust executed in connection with a secured credit card shall contain a statement that it is security for a secured credit card obligation. However, failure to include the statement shall not invalidate the deed of trust.

(c) This section does not apply to either of the following:

(1) Any credit card which is issued under an agreement or other instrument creating a purchase money security interest in property purchased with the credit card, but which does not pledge, hypothecate, or place a lien on other property of the cardholder or any co-obligor.

(2) Loans or extensions of credit subject to the Federal Home Equity Loan Consumer Protection Act of 1988 (P. L. 100-709).

(d) Any violation of this section shall constitute unfair competition within the meaning of Section 17200 of the Business and Professions **Code**.

1748. Any provision in a contract between a card issuer and a retailer which has the effect of prohibiting the retailer from offering price discounts or from charging a different and lower price to customers who pay for goods or services by cash instead of by credit card is contrary to public policy and void.

1748.1. (a) No retailer in any sales, service, or lease transaction with a consumer may impose a surcharge on a cardholder who elects to use a credit card in lieu of payment by cash, check, or similar means. A retailer may, however, offer discounts for the purpose of

inducing payment by cash, check, or other means not involving the use of a credit card, provided that the discount is offered to all prospective buyers.

(b) Any retailer who willfully violates this section by imposing a surcharge on a cardholder who elects to use a credit card and who fails to pay that amount to the cardholder within 30 days of a written demand by the cardholder to the retailer by certified mail, shall be liable to the cardholder for three times the amount at which actual damages are assessed. The cardholder shall also be entitled to recover reasonable attorney's fees and costs incurred in the action.

A cause of action under this section may be brought in small claims court, if it does not exceed the jurisdiction of that court, or in any other appropriate court.

(c) A consumer shall not be deemed to have elected to use a credit card in lieu of another means of payment for purposes of this section in a transaction with a retailer if only credit cards are accepted by that retailer in payment for an order made by a consumer over a telephone, and only cash is accepted at a public store or other facility of the same retailer.

(d) Charges for third-party credit card guarantee services, when added to the price charged by the retailer if cash were to be paid, shall be deemed surcharges for purposes of this section even if they are payable directly to the third party or are charged separately.

(e) It is the intent of the Legislature to promote the effective operation of the free market and protect consumers from deceptive price increases for goods and services by prohibiting credit card surcharges and encouraging the availability of discounts by those retailers who wish to offer a lower price for goods and services purchased by some form of payment other than credit card.

(f) This section does not apply to charges for payment by credit card or debit card that are made by an electrical, gas, or water corporation and approved by the Public Utilities Commission pursuant to Section 755 of the Public Utilities **Code**.

1748.5. (a) A cardholder may request, not more frequently than once a year, that the card issuer inform the cardholder of the total amount of finance charges assessed on the account during the preceding calendar year and the card issuer shall provide that information to the cardholder within 30 days of receiving the request, without charge.

If the cardholder's request for the information is made in writing, the card issuer shall provide the information in writing. However, if the card issuer is required to furnish the cardholder with a periodic billing or periodic statement of account or furnishes the billing or statement of account, the requested statement of finance charges may be furnished along with the periodic billing or periodic statement of account.

(b) This section shall not apply to card issuers or cardholders who issue or use credit cards in connection with a retail installment account, as defined by Section 1802.7.

1748.7. (a) No person shall process, deposit, negotiate, or obtain payment of a credit card charge through a retailer's account with a financial institution or through a retailer's agreement with a

financial institution, card issuer, or organization of financial institutions or card issuers if that retailer did not furnish or agree to furnish the goods or services which are the subject of the charge.

(b) No retailer shall permit any person to process, deposit, negotiate, or obtain payment of a credit card charge through the retailer's account with a financial institution or the retailer's agreement with a financial institution, card issuer, or organization of financial institutions or card issuers if that retailer did not furnish or agree to furnish the goods or services which are the subject of the charge.

(c) Subdivisions (a) and (b) do not apply to any of the following:

(1) A person who furnishes goods or services on the business premises of a general merchandise retailer and who processes, deposits, negotiates, or obtains payment of a credit card charge through that general merchandise retailer's account or agreement.

(2) A general merchandise retailer who permits a person described in paragraph (1) to process, deposit, negotiate, or obtain payment of a credit card charge through that general merchandise retailer's account or agreement.

(3) A franchisee who furnishes the cardholder with goods or services that are provided in whole or in part by the franchisor and who processes, deposits, negotiates, or obtains payment of a credit card charge through that franchisor's account or agreement.

(4) A franchisor who permits a franchisee described in paragraph (3) to process, deposit, negotiate, or obtain payment of a credit card charge through that franchisor's account or agreement.

(5) The credit card issuer or a financial institution or a parent, subsidiary, or affiliate of the card issuer or a financial institution.

(6) A person who processes, deposits, negotiates, or obtains payment of less than five hundred dollars (\$500) of credit card charges in any one year period through a retailer's account or agreement. The person shall have the burden of producing evidence that the person transacted less than five hundred dollars (\$500) in credit card charges during any one year period.

(d) Any person injured by a violation of this section may bring an action for the recovery of damages, equitable relief, and reasonable attorney's fees and costs.

(e) Any person who violates this section shall be guilty of a misdemeanor. Each occurrence in which a person processes, deposits, negotiates, or otherwise seeks to obtain payment of a credit card charge in violation of subdivision (a) constitutes a separate offense.

(f) The penalties and remedies provided in this section are in addition to any other remedies or penalties provided by law.

(g) The exemptions from this title specified in Section 1747.03 do not apply to this section.

(h) As used in this section:

(1) "General merchandise retailer" means any person or entity, regardless of the form of organization, that has continuously offered for sale or lease more than 100 different types of goods or services to the public in this state throughout a period which includes the immediately preceding five years.

(2) "Franchisor" has the same meaning as defined in Section 31007 of the Corporations Code.

(3) "Franchisee" has the same meaning as defined in Section 31006 of the Corporations Code.

1748.9. (a) A credit card issuer that extends credit to a cardholder through the use of a preprinted check or draft shall disclose on the front of an attachment that is affixed by perforation or other means to the preprinted check or draft, in clear and conspicuous language, all of the following information:

(1) That "use of the attached check or draft will constitute a charge against your credit account."

(2) The annual percentage rate and the calculation of finance charges, as required by Section 226.16 of Regulation Z of the **Code** of Federal Regulations, associated with the use of the attached check or draft.

(3) Whether the finance charges are triggered immediately upon the use of the check or draft.

1748.95. (a) (1) Upon the request of a person who has obtained a police report pursuant to Section 530.6 of the Penal **Code**, a credit card issuer shall provide to the person, or to a law enforcement officer specified by the person, copies of all application forms or application information containing the person's name, address, or other identifying information pertaining to the application filed with the credit card issuer by an unauthorized person in violation of Section 530.5 of the Penal **Code**.

(2) Before providing copies pursuant to paragraph (1), the credit card issuer shall inform the requesting person of the categories of identifying information that the unauthorized person used to complete the application and shall require the requesting person to provide identifying information in those categories and a copy of the police report.

(3) The credit card issuer shall provide copies of all forms and information required by this section, without charge, within 10 business days of receipt of the person's request and submission of the required copy of the police report and identifying information.

(b) (1) Before a credit card issuer provides copies to a law enforcement officer pursuant to paragraph (1) of subdivision (a), the credit card issuer may require the requesting person to provide them with a signed and dated statement by which the person does all of the following:

(A) Authorizes disclosure for a stated period.

(B) Specifies the name of the agency or department to which the disclosure is authorized.

(C) Identifies the type of records that the person authorizes to be disclosed.

(2) The credit card issuer shall include in the statement to be signed by the requesting person a notice that the person has the right at any time to revoke the authorization.

(c) As used in this section, "law enforcement officer" means a peace officer as defined by Section 830.1 of the Penal **Code**.