

## Article - Commercial Law

[\[Previous\]](#)[\[Next\]](#)

§14–1325.

(a) (1) In this section the following words have the meanings indicated.

(2) “Consumer” means an actual or a prospective purchaser, lessee, or recipient of consumer goods or services.

(3) “Consumer goods or services” means goods or services that are primarily for personal, household, or family purposes.

(b) A contract or a proposed contract for the sale or lease of consumer goods or services may not include a provision waiving the consumer’s right to make any statement concerning:

(1) The seller or lessor;

(2) Employees or agents of the seller or lessor; or

(3) The consumer goods or services.

(c) A person may not:

(1) Threaten or seek enforcement of a contract provision prohibited under subsection (b) of this section; or

(2) Penalize a consumer for making any statement protected under subsection (b) of this section.

(d) A waiver of any provision of this section is contrary to public policy and is void and unenforceable.

(e) This section may not be construed to prohibit or limit a person:

(1) That hosts online consumer reviews or comments from removing a statement that is otherwise lawful to remove;

(2) From including in a contract or a proposed contract for the sale or lease of consumer goods or services a provision prohibiting a consumer from disclosing proprietary information, techniques, or processes; or

(3) From bringing an action alleging that a statement made by a consumer is defamatory.

(f) A violation of this section is:

(1) An unfair and deceptive trade practice within the meaning of Title 13 of this article; and

(2) Subject to the enforcement and penalty provisions contained in Title 13 of this article.

[\[Previous\]](#)[\[Next\]](#)