

June 23, 2023

Submitted via Regulations.gov

Federal Trade Commission
Office of the Secretary
600 Pennsylvania Ave. NW
Washington, DC 20580

Re: Negative Option Rule; Project No. P064202, Docket No. FTC-2023-0033, RIN 3084-AB60

Comments of the UC Berkeley Center for Consumer Law and Economic Justice

Dear Chair Khan and Commissioners:

The Center for Consumer Law and Economic Justice at the UC Berkeley School of Law submits this comment in response to the Commission’s request for comments on its proposed amendments to the Negative Option Rule, amending 16 C.F.R. pt. 425.¹

The Center strongly supports the FTC’s proposed amendments. This comment explains the basis for that support, provides numerous examples that we have identified of unlawful negative option marketing practices, and offers the following suggestions for clarifying the Rule:

- Explicitly prohibit the use of dark patterns to obtain consent to any negative option feature;
- Clearly state that consent to any negative option feature cannot be given through silence or inactivity, and
- Ensure that dark patterns cannot be used to obtain consent to attempt a future save.

The Center thanks Commission staff for its work in producing a thoughtfully constructed and much-needed rule.

I. Introduction And Background: Subscription-Based Products Regularly Deceive Consumers And Make Cancellation Infeasible Or Impractical.

The Center strongly supports the Commission’s efforts to combat deceptive negative option practices in subscription marketing models and, particularly, to ensure that consumers are given simple methods to cancel subscriptions that they no longer want. We agree with the Commission that “easy cancellation is an essential feature of a fair and non-deceptive negative option program.”² Reducing the ambiguity that sellers have taken advantage of under ROSCA,

¹ Negative Option Rule, 88 Fed. Reg. 24,716 (FTC April 24, 2023).

² 88 Fed. Reg. at 24,728.

which imprecisely calls for “simple mechanisms” for cancellation, will be crucial in preventing businesses from “thwart[ing] or delay[ing] consumers’ attempts to cancel.”³

A. Businesses Regularly Use Dark Patterns to Facilitate Enrollment in Subscription-Based Products And Inhibit Cancellation.

As the Commission has noted, a wide variety of industries and businesses employ manipulative marketing techniques that amount to unfair and deceptive commercial practices. These techniques include dark patterns—“practices that trick or manipulate users into making choices they would not otherwise have made and that may cause harm.”⁴ Certain types of opportunistic marketing also take advantage of consumers by changing the price or quality of a particular service after the consumer has initiated or even completed the transaction.⁵

The examples in the Appendix illustrate the many ways that businesses use dark patterns and other manipulative techniques in subscription-based services. For example, in recent ads BMW and Tesla appear to misrepresent the features of their products and require consumers to subscribe to an additional service to unlock the full software capability of the hardware they have purchased. App. §§ 4, 14.⁶

Companies also use dark patterns and other deceptive practices to make it difficult for consumers to navigate subscription cancellation processes. As a result, these subscription models erect significant barriers to exit that are far out of proportion to the ease of entry. For example, Sirius XM has created a seemingly byzantine cancellation process with confusing terms and conditions in addition to requiring subscribers undergo multiple steps to cancel. App. § 13.⁷

³ 88 Fed. Reg. at 24,728.

⁴ Fed. Trade Comm’n, *Bringing Dark Patterns to Light* 2 (2022); see also Cal. Civ. Code § 1798.140(l) (“‘Dark pattern’ means a user interface designed or manipulated with the substantial effect of subverting or impairing user autonomy, decisionmaking, or choice, as further defined by regulation”); Mark Leiser, *Illuminating Manipulative Design: From “Dark Patterns” to Information Asymmetry and the Repression of Free Choice Under The Unfair Commercial Practices Directive*, 34 Loy. Consumer L. Rev. 484, 484 (2021) (defining dark patterns as “tricks used in websites and applications that make users do things that they did not mean to, like buying or signing up for something”); Jamie Luguri & Lior Jacob Strahilevitz, *Shining a Light on Dark Patterns*, 13 J. Legal Analysis 43, 46 (2021) (finding that “dark patterns are strikingly effective getting consumers to do what they would not do when confronted with more neutral user interfaces”).

⁵ Timothy J. Muris, *Opportunistic Behavior and the Law of Contracts*, 65 Minn. L. Rev. 521, 521 (1981) (explaining that opportunistic behavior occurs when a “performing party behaves contrary to the other party’s understanding of their contract, but not necessarily contrary to the agreement’s explicit terms, leading to a transfer of wealth from the other party to the performer”); see Prof. Chris Hoofnagle, Comment Letter on Rule Concerning the Use of Prenotification Negative Option Plans, *Comment on Negative Option Rule 9* (May 26, 2023), <https://www.regulations.gov/comment/FTC-2019-0082-0002>.

⁶ BMW requires owners of their new vehicles to separately subscribe to a service to access the heated seat and steering wheel capabilities of their vehicles. Tesla requires owners of their vehicles to separately subscribe to access the self-driving capabilities of their vehicles.

⁷ The Commission recently brought suit against Amazon for its “Iliad Flow” cancellation process that was allegedly designed to inhibit or prevent consumers from canceling their Prime subscriptions. Compl.,

Meanwhile, companies such as Embodied Inc. and Vitality Extracts require consumers to call a customer service representative or fill out a form to cancel their subscriptions despite permitting simple enrollment online—yet consumers have reported that the phone lines are not answered or cancellation forms are ignored. These unresponsive cancellation policies require subscribers to invest significant time attempting to find answers to how to cancel their unwanted subscriptions. App. §§ 6, 17.

B. Rulemaking is Necessary to Curb the Use of Dark Patterns and Other Deceptive Negative Option Subscription Practices.

In general, subscription businesses have thus far shown little interest in making cancellation processes easy for consumers. That lack of voluntary action militates for clearer, enforceable laws. As subscription-based services have proliferated in recent years,⁸ so too have consumers' complaints about the difficulties they encounter when they try to cancel those services.⁹ Meanwhile, consumers are spending even more of their money on subscriptions than they believe. A 2022 study found that consumers underestimated their subscription costs by an average of \$133 a month or \$1,596 per year, and that about 42 percent of consumers reported they had continued to pay for a subscription service well after they had stopped using it.¹⁰

Industry self-regulation, standing alone, has proven ineffective to ensure easy cancellation mechanisms. For example, the Association of National Advertisers (ANA), which counts among its members over 900 companies including Google, DirectTV, Disney, and Comcast, offers guidelines to its members for their “advance consent/negative option marketing” plans, but those guidelines simply suggest that sellers furnish refund requests “promptly” and allow for a “reasonable time period” between subscription reminders and renewals for possible cancellation.¹¹ The guidelines do not contain any recommendations about what cancellation processes should entail or how they should be presented to the consumer, let alone that cancellation should be as simple as enrollment.¹²

The Commission's proposed amendments to the Negative Option Rule could help address many of these problematic subscription practices, including those we have provided in

F.T.C. v. Amazon.com, Inc. at ¶¶ 113-48 (W.D. Wash. filed June 21, 2023); *see also* App. §§ 1, 3. (documenting dark patterns used by Amazon in its Prime Student and Audible services).

⁸ *See, e.g.*, UBS, *Investing in Digital Subscriptions* (Mar. 11, 2021), <https://tinyurl.com/htzyrsj8> (predicting “the subscription economy to expand into a USD 1.5 trillion market by 2025 . . . [which] would make it one of the fastest-growing industries globally”).

⁹ Elaine Povich, Pew Charitable Trs., *It Turns Out State Lawmakers Hate Auto-Renew Contracts* (Mar. 4, 2022), <https://stateline.org/2022/03/04/it-turns-out-state-lawmakers-hate-auto-renew-contracts-too/> (noting that in 2020, 2020, the BBB reported more than 58,400 complaints about “free trials” and automatic renewals over the previous three years, in which customers lost an average of \$140)

¹⁰ C + R Research, *Subscription Service Statistics and Costs* (May 18, 2022), <https://www.crrresearch.com/blog/subscription-service-statistics-and-costs/>.

¹¹ ANA, *Guidelines for Ethical Business Practice* 18-20 (2020), <https://www.ana.net/getfile/30491>.

¹² *See id.* at 20.

the Appendix. By requiring the mechanism of cancellation to be as simple as enrollment and in the same medium, issues like overly complex cancellation processes with multiple steps will be minimized.¹³ Additionally, the requirement of “clear and conspicuous” disclosures of “any material term related to the underlying goods or services that is necessary to prevent deception” will help prevent cancellation terms from being shrouded in mystery through complicated terms and conditions, while also blocking the practice of hiding subscription services that are needed to fully use a product.¹⁴

Although consumers may or may not make decisions to subscribe to a product or service based on its cancellation provisions, the information will empower them should they need it. And not every potential subscriber must be made aware. It may take only a subset of dedicated consumers or consumer advocates to raise the necessary ruckus.¹⁵

C. Adoption of The Proposed Rule Will Provide a Consistent Legal Framework Nationwide.

Finally, if approved, the Commission’s amended Negative Option Rule will provide important uniform guardrails for businesses that utilize subscription marketing services. Current federal and state laws have proved insufficient to protect consumers broadly against deceptive and abusive negative option practices. As the Commission notes, the Rule will provide a consistent and predictable legal framework for consumers and businesses alike. The Rule will apply to a broad array of negative option practices—including continuity plans, automatic renewal, and free trial conversions—as well as different forms of media used for marketing purposes. Also, if adopted as proposed, the Rule will establish a nationwide minimum standard. Currently, fewer than half the states have a law specifically addressing negative option marketing, and all of those are more limited in their scope and coverage than the proposed Rule. For example, Virginia’s automatic renewal law requires businesses to provide consumers with the information necessary for them to cancel their subscriptions, but does not mandate a simple cancellation method or annual reminders of ongoing subscriptions.¹⁶ Moreover, some state negative option laws are limited to certain types of contracts; for instance, Arkansas law governs only home security contracts, while laws in Iowa, Maryland, and Pennsylvania are limited to health club memberships.¹⁷ The Rule will provide additional protections that expand upon—and do not preempt, per proposed 16 C.F.R. § 425.8(a)—the limited coverage in those states with a negative-option law while also protecting consumers in the majority of states without one.

¹³ 16 C.F.R. § 425.6 (a)-(c) (proposed).

¹⁴ 16 C.F.R. § 425.4 (proposed).

¹⁵ See Yonatan Arbel & Roy Shapira, *The Theory of the Nudnik*, 73 Vand. L. Rev. 929 (2020) (spotlighting the disciplinary power of a small subset of consumers who call to complain, complete satisfaction surveys, demand to speak with managers, post detailed online reviews, and file lawsuits).

¹⁶ See Vir. Code § 59.1-207.46; see also Ark. Code § 4-86-106; Iowa Code § 552.8; La. Rev. Stat. 9:2716.

¹⁷ Ark. Code § 4-86-106; Iowa Code § 552.8; Md. Code Ann., Com. Law § 14-12B-06; 73 Pa. Stat. § 2164.

II. While The Proposed Amendment’s Consent Requirement Adequately Responds to Consumers’ Lack of Bargaining Power in Transactions, The Commission Should Strengthen Its Language to Protect Against Dark Patterns.

As discussed above and illustrated by the examples in the Appendix, dark patterns regularly trick consumers into agreeing to something in a transaction that, clear-eyed, they would not ordinarily do. As the State of California and scholars have found, a seller’s use of dark patterns can obviate a buyer’s consent to engage in a transaction.¹⁸ We thus concur with the Commission that consumer agreements “obtained through the use of deceptive or unfair dark patterns do not constitute express informed consent.”¹⁹

A. The Rule Should Extend The Scope of the Consent Requirement to All Negative Option Features.

In particular, we endorse the provision of the proposed Rule specifying the process by which negative options sellers must obtain expressed informed consent for written offers.²⁰ The requirements that a request for consent must be “clear, unambiguous, non-deceptive, and free of any information not directly related to the consumer’s acceptance of the negative option feature” sufficiently limit the use of dark patterns.²¹ However, proposed § 425.5(c), which defines this language, currently applies only to the consumer’s unambiguous affirmative consent to the rest of the transaction.²² We suggest that the Commission expand the consent requirements provided in § 425.5(c) to any negative option feature.²³ Companies can use dark patterns to deceive consumers into enrolling in subscription services.²⁴ Because dark patterns also effectively preclude the possibility of informed consent to negative option features or the rest of any transaction, there is no fundamental reason to differentiate between these two aspects.

B. The Rule Should Clarify that Silence Does Not Constitute Unambiguous Consent.

Relatedly, we support the Commission’s requirement that sellers present requests for consent in a way that is “clear, unambiguous, non-deceptive, and free of any information not

¹⁸ See, e.g., Cal. Civ. Code § 1798.140(h) (“[A]greement obtained through use of dark patterns does not constitute consent”); Luguri & Strahilevitz, *supra* note 4, at 96 (concluding that “the use of dark patterns to secure a consumer’s consent can render that consent voidable by virtue of undue influence”).

¹⁹ 88 Fed. Reg. at 24,727.

²⁰ 16 C.F.R. § 425.5(c).

²¹ 16 C.F.R. § 425.5(c).

²² 16 C.F.R. § 425.5(a)(3).

²³ See 16 C.F.R. § 425.5(a)(1).

²⁴ The Commission recently alleged, for example, that Amazon utilized dark patterns like bait-and-switch to trick consumers into subscribing to its more expensive Prime subscription rather than its lower cost Prime Video subscription. Compl., *F.T.C. v. Amazon.com, Inc.*, at ¶¶ 94-112.

directly related to the consumer’s acceptance of the negative option feature.”²⁵ This language mirrors the consent requirements in state data privacy law that protects consumers against predatory dark pattern practices.²⁶ We urge the Commission to further strengthen the consent standard by clearly providing—as state data privacy laws do—that neither silence nor inactivity can constitute consent.²⁷ By doing so, the Commission would clarify what qualifies as “clear, unambiguous” consent, thereby preventing future litigation of the issue.

C. The Rule Properly Addresses Consent in the Free Trial Context.

The FTC requests comment on whether sellers offering free trials must seek an additional round of consent before charging a consumer at the completion of the trial period.²⁸ We support the proposed Rule’s approach to the scope of consent to recurring payments or purchases following the completion of a free trial because it strikes a fair balance between consumer and business interests. By requiring sellers to obtain a separate unambiguous affirmative consent to the negative option feature, the proposed Rule ensures that before entering the subscription consumers are notified that their subscription will automatically renew, with charges, after a free trial.²⁹ The proposed Rule is favorable for consumers who want to continue a subscription at the end of a free trial period because they would not be burdened with going through additional steps to confirm their subscription. The proposed Rule also avoids burdening businesses with having to obtain consent twice: once to start a free trial and then again before auto-renewal of the negative option subscription. This obligation to obtain separate unambiguous affirmative consent to the negative option feature is therefore stronger than that in California’s Automatic Renewal Law, which requires only a “clear and conspicuous explanation of the price that will be charged after the trial ends” and the presentation of “the automatic renewal offer terms or continuous service offer terms in a clear and conspicuous manner” before acceptance.³⁰ Hence, the Commission’s current approach strikes a fair balance between consumer and business interests.

²⁵ 16 C.F.R. § 425.5(c) (proposed); *see also* Stipulated Order, *FTC v. Tarr, Inc.*, No. 17-cv-02024 (S.D. Cal. Nov. 14, 2017) (ECF No. 7) (settlement enjoining weight-loss, muscle-building, and wrinkle reduction marketers from using free trial marketing and auto-enrollment mechanisms to induce consumers into their subscriptions).

²⁶ For example, California Consumer Privacy Act defines consent as “any freely given, specific, informed, and unambiguous indication of the consumer’s wishes . . . including by a statement or by a clear affirmative action, signifies agreement to the processing of personal information relating to the consumer for a narrowly defined particular purpose.” Cal. Civ. Code § 1798.140(h).

²⁷ *See, e.g.*, Cal. Civ. Code § 1798.140(h) (declaring that “[h]overing over, muting, pausing, or closing a given piece of content does not constitute consent”).

²⁸ 88 Fed. Reg. at 24,728.

²⁹ 16 C.F.R. § 425.5 (a)(1) (proposed).

³⁰ Cal. Bus. & Prof. Code § 17602 (a)(1).

III. The Proposed Amendment’s Consent Requirement for Future Saves Requires Clarification to Prevent the Use of Dark Patterns.

We support the Commission’s “simple cancellation” mechanism outlined in proposed 16 C.F.R. § 425.6, which calls for cancellation “at least as simple as initiation.” Requiring that the exit mirror the frictionless entrance will remove barriers imposed by increased transactional costs.³¹ Thus, sellers will be prevented from trapping consumers in automatically renewing subscriptions through obstacles created by tedious processes³² or confusion.³³

However, we are concerned that the Commission’s “saves” provision, § 425.6(d), could provide a loophole for sellers to use dark patterns—thereby, negating the benefits of the proposed simple cancellation Rule and effectively undermining the Rule’s purpose. The Commission should close that loophole, which incentivizes the use of unwanted dark patterns to obtain consent for a future save attempt, by taking the following measures:

- Specify a time during the transaction when a request to attempt a future save may occur;
- Clarify that the consent must be acquired in a “non-deceptive” manner that is “free of any information” not related to the save attempt in question;
- Limit the amount of times a seller may request consent to attempt a future save, and
- Require that sellers follow the documentation requirements provided in § 425.5 for their requests to consent to a save.

The Commission defines “save” as the presentation of “any additional offers, modifications to the existing agreement, reasons to retain the existing offer, or similar information when a consumer attempts to cancel.”³⁴ In practice, a save could be the presentation of a 25 percent discount for the next several months to consumers while they attempt to cancel their subscription. Proposed § 425.6(d) allows a negative option seller to offer a save attempting to prevent a consumer from unsubscribing if the sellers received “unambiguous affirmative consent” to do so “prior to cancellation.” For example, before directly presenting consumers with a discounted rate to keep their subscriptions active, the seller must ask the consumers if they “would... consider a different price or plan that could save [them] money?”³⁵ The consent in question “must apply only to the cancellation attempt in question and not to subsequent attempts.”³⁶

³¹ 88 Fed. Reg. at 24,728.

³² For example, the *New York Times* cancellation process requires consumers to tediously navigate multiple windows to successfully cancel their subscription. App. § 10.

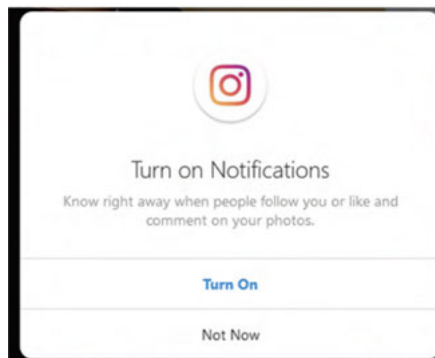
³³ The necessary page to initiate cancellation to an Amazon Prime Student subscription is confusingly obscured by other information App. § 1; see Compl., *F.T.C. v. Amazon.com, Inc.* at ¶¶ 113-50.

³⁴ 16 C.F.R. § 425.2(f) (proposed).

³⁵ 88 Fed. Reg. at 24,729.

³⁶ 16 C.F.R. § 425.6(d) (proposed).

The actual text of the Rule, however, is unclear as to limitations on sellers' ability to request permission for a future save because sellers are not explicitly limited to a certain number of requests, nor are they limited in when they must request this permission. Absent such a limit, sellers could engage in a particular dark pattern known as "nagging," whereby a seller makes "[r]epeated requests to do something the firm prefers."³⁷ Nagging can take the form of a "repeated intrusion during a regular interaction that obstructs or redirects the user's focus, such as pop-up windows."³⁸ For example, Instagram uses nagging techniques through its repeated pop-up requests for users to turn on their notifications.³⁹ In this example, the continuous requests for permission to give notifications wear down the will of users until they eventually resign and accept notifications.



Under the proposed Rule, sellers could also combine nagging with another dark pattern known as "obstruction," in which users must "jump through unnecessary hoops to reject a service."⁴⁰ A well-known example of obstruction is the cancellation process for the *New York Times*, which requires multiple steps to confirm cancellation. App. § 10.

The proposed Rule could therefore unintentionally allow a scenario in which sellers could continually nag and obstruct consumers for their consent for a future save attempt—in other words, "nagging-to-save." The language of the proposed Rule's "saves" provision states that the seller must obtain the consumer's "unambiguous affirmative consent to receive a Save prior to cancellation."⁴¹ That language differs from the text in the separate provision on "consent," which requires consent to be "non-deceptive and free of any information" unrelated to the negative

³⁷ See Luguri & Strahilevitz, *supra* note 4, at 53; see also Brignull et al., Deceptive Patterns, *Nagging* (last updated Apr. 25, 2023), <https://www.deceptive.design/types/nagging> (defining nagging as an "adversarial resource depletion" aimed at shaping consumer behavior to conform with the marketer's preferred wishes).

³⁸ Leiser, *supra* note 4, at 504.

³⁹ Alison Hung, *Keeping Consumers in the Dark*, 121 Colum. L. Rev. 2,483, 2,489 (2021).

⁴⁰ Luguri & Strahilevitz, *supra* note 4, at 47; see also Brignull et al., Deceptive Patterns, *Obstruction* (last updated Apr. 25, 2023), <https://www.deceptive.design/types/obstruction> (defining obstruction as "obstacles or roadblocks" making it more difficult for users to complete their desired action).

⁴¹ 16 C.F.R. § 425.6(d) (proposed).

option.⁴² The lack of a prohibition on “non-deceptive” consent to saves could therefore open the possibility for sellers to use dark patterns to obtain a consumer’s consent to save.⁴³ Repeated nagging paired with a multi-step obstruction process that impairs a subscriber’s ability to use their subscription would likely break reluctant users’ will over time and resign them to “consenting” to a save. This badgered consent would likely be valid under the proposed Rule even though the seller used a dark pattern.

For instance, imagine a newspaper that nags its subscribers into accepting or rejecting permission for a future save attempt each time they access their online subscription. The repeated frustration of rejecting the permission for consent to attempt a future save would likely lead subscribers to begrudgingly consent. Providing consent to a save in this manner, however far it may be from genuine assent, likely would qualify as “unambiguously affirmative” as the proposed Rule requires.⁴⁴ Yet this outcome is at odds with the proposed Rule’s goal to make a cancellation as easy as the subscription itself and reduce the use of dark patterns.⁴⁵

Fortunately, there is an easy fix. In its final amendment to the Negative Option Rule, Commission should revise proposed § 425.6(d) to specify a point during the transaction when a request to attempt a future save may occur. The Commission should also clarify that the user’s consent to save must be acquired in a “non-deceptive” manner that is “free of any information” not related to the save attempt in question, as discussed above in Section II.B, and require the same documentation as required under § 425.5(c). The Commission should also limit the amount of times a seller may request consent to attempt a future save.

Finally, we also urge the Commission to adopt a more expansive understanding “harm” that reflects the practical experience of consumers having to deal with repeated saves. If a seller’s use of dark patterns results in a subscriber’s consent to an unwanted save attempt, and that attempt persuades the subscriber to keep a subscription that they neither want nor need, then the subscriber effectively suffers an injury from a deceptive and unfair practice. That injury includes a prototypical financial injury—the cost of maintaining the unwanted subscription. Moreover, the consumer must bear the cost of wasting time to deal with the seller’s nagging-to-save and obstruction techniques. Subscribers could have used their lost time for many other activities, from leisure to working or even using the service provided by the subscription. Time is a finite resource few people want to waste being nagged or obstructed. Currently, at least one circuit court and multiple district courts have recognized that wasted time can qualify as a concrete injury for the purposes of satisfying Article III standing.⁴⁶ Given this precedent, the Commission should consider the potential of time-wasting injury when finalizing the Rule.

⁴² See 16 C.F.R. § 425.5 (c) (proposed).

⁴³ See 16 C.F.R. § 425.6(d) (proposed).

⁴⁴ 16 C.F.R. § 425.6(d) (proposed).

⁴⁵ See 88 Fed. Reg. at 24,727-28.

⁴⁶ *Salcedo v. Hanna*, 936 F.3d 1162, 1173 (11th Cir. 2019); see, e.g., *Pedro v. Equifax Inc.*, 868 F.3d 1275, 1280 (11th Cir. 2017) (concluding that “lost time attempting to resolve the credit inaccuracies” on a credit report constitutes a valid concrete injury); see *Teblum v. Physician Compassionate Care LLC*, No. 19-cv-403, 2020 WL 10502588, at *6 (M.D. Fla. Mar. 26, 2020) (deciding that the time wasted due to a ten-second review of an unsolicited text, reply of “STOP,” and review of a confirmation of subscription

IV. Conclusion

We applaud the Commission for its efforts to protect consumers from the deceptive nature of dark patterns. As outlined in the Appendix that follows, a multitude of subscription sellers are deploying dark patterns to maximize profits at the expense of consumers. We believe the final Rule can be a powerful tool in fighting these dark patterns and protecting consumers.

We welcome the Commission's initiative and appreciate the opportunity to provide these comments. If you have any questions or if we can provide further information, please do not hesitate to contact us.

Sincerely,

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The UC Berkeley Center for Consumer Law & Economic Justice works to establish equity and fairness in the marketplace. We believe that building economic justice means developing and enforcing laws that fight fraud and deception, that protect low-income communities and communities of color, and that promote financial security and empowerment. Through research, advocacy, policy, and teaching, the Center strives to apply robust consumer protection laws in places, and among people, where those laws have not been used before, and to create a society in which economic, racial, and social justice are available to all. We regularly submit comments on important proposed regulations that affect consumers, including those issued by the Commission.

text amounted to a sufficient amount of time wasted to qualify as a concrete harm). *See also Mey v. Venture Data, LLC*, 245 F. Supp. 3d 771, 780-83 (N.D. W. Va. 2017) (finding that unwanted robocalls resulted in wasted time that amounted to a cognizable injury under Article III and citing cases from other judicial districts).

Appendix

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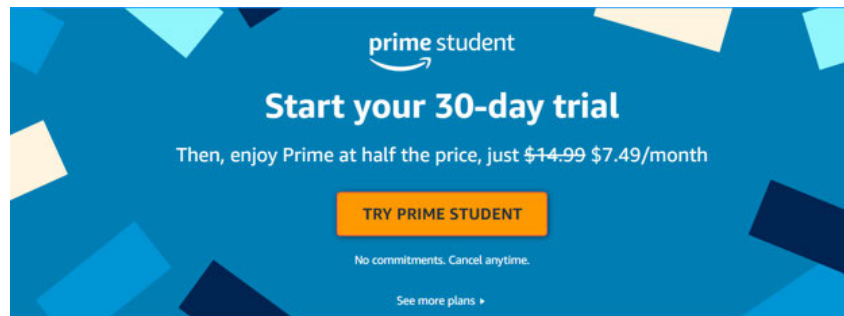
1. Amazon Prime Student

Product: Online retail and delivery.

Billing Policy: \$7.49 to \$14.99 per month (depending on discounts).

Enrollment Process:

1. Click the large, orange-highlighted “Try Prime Student” button in the center of Amazon’s homepage.
2. Review a list of benefits and payment methods.
3. Click the yellow-highlighted “Start your 30-day trial” (instead of the non-highlighted text stating “No Thanks”). Both buttons are located above the smaller text that state that Amazon will charge the card on file automatically at the end of the free trial.



Your Prime Student Benefits



No Thanks Start your 30-day trial

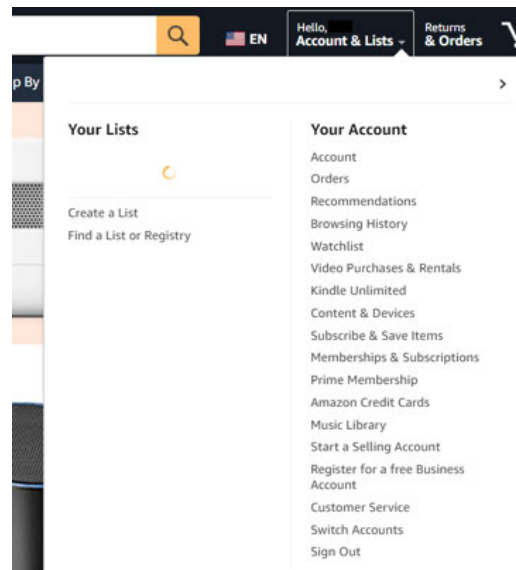
By signing up, you acknowledge that you have read and agree to the Amazon Student and Amazon Prime Terms and Conditions. At the end of your free 30-day trial, your membership will automatically upgrade to Amazon Prime membership charged per month, and we will charge your default payment method or another payment method on file \$7.49/month plus any applicable taxes. You may cancel anytime by visiting Your Account and adjusting your membership settings. You will continue to receive Amazon Prime for \$7.49/month, plus any applicable taxes, for as long as you are an Amazon Student member for a total benefit period up to 4 years (free and discounted) after which your Amazon Prime benefits will renew at the full price and continue until cancelled. The Amazon Student \$7.49 Prime plan includes the same benefits as Amazon Prime, but these benefits can't

Enrollment Process

Cancellation Process:

1. Mouse over the Accounts & List icon to display a drop-down menu with 2 sections and 20 items.
2. Click “Prime Membership,” located more than halfway down on the righthand side.
3. Ignore a yellow-highlighted button against a deep blue gradient that states “See all your Prime benefits” and a bright-blue banner that states “Celebrate deals exclusively for Prime members – Discover more” with a cartoon depicting people dancing.

4. Ignore options to “See more plans” and “Update your payment method.”
5. Click the “Manage Membership” option in the upper right corner.
6. Ignore the first option, which will send me a reminder 3 days before my Prime plan renews.
7. Click the “End trial and benefits” button, underneath a warning that the user will lose access to their Prime benefits if they cancel.
8. Read a notice that the user still has 29 days left in their free trial before the next billing cycle.
9. Review 3 links with large cartoon graphics describing Amazon Prime benefits: delivery, video, and exclusives.
10. Choose the “Continue to cancel” button from among 3 identical, yellow-highlighted buttons. The other two state “Remind Me Later” and “Keep Membership.”
11. Choose between “Cancel on renewal” and “Pause on renewal” options.
12. Read an indented, bolded notice that the user will no longer be eligible for Prime exclusive offers if they cancel.
13. Review a “Need Help?” panel, which displays a list of the benefits of Prime membership.
14. Choose the button that states “End on [Renewal Date]” instead of “Remind Me Later” or “Keep Membership.”
15. View an orange-outlined notice that the Prime benefits will expire after the renewal date.
16. Avoid clicking the orange-highlighted button that says “Continue Prime after [renewal date].”



29 days left in your Student trial

Prime Plan
Free Trial
[See more plans](#)

Renewal Date
May 4, 2023
[Update your payment method](#)

Manage
Membership
[Update, cancel and more](#)

Welcome to Prime, Eval

Check out what's included with your Prime membership

[See all your Prime benefits](#)

Celebrate deals exclusively for Prime members

[Discover more](#)

Prime Membership Benefits

SHIP
STREAM
SHOP
READ
MORE

Manage
Membership

[Update, cancel and more](#)

Remind me before renewing

Send a reminder on May 01, 2023, 3 days before my renewal date.

End Membership

By ending your membership you will lose access to your Prime benefits.

[End trial and benefits](#)

█, Do you still want to end your Prime Student benefits?

You still have **29 days left** to enjoy your Prime Student benefits until the next billing cycle

Prime Delivery



Fast, FREE, and convenient ways to get millions of items, from unlimited Two-Day Delivery to Same-Day and 2-Hour Delivery in select areas

[Remind Me Later](#)

Prime Video



Skip the theatre by streaming thousands of movies and shows, included in your membership.

[Keep Membership](#)


Exclusives



Prime Students get access to exclusive deals, discounts, and offers from Amazon and partners

[Continue to cancel](#)

Please confirm your Prime membership cancellation

	Current Plan Free Trial	Next Billing Date 05/04/23
<input checked="" type="radio"/> Cancel on renewal 05/04/23 <input type="radio"/> Pause on renewal 05/04/23	Your Prime benefits will end on May 04, 2023. After that date your benefits will end, and you will no longer be charged for your Prime membership. 1. By cancelling, you will no longer be eligible for your unclaimed Prime exclusive offers .	
Remind Me Later	Keep Membership	End On May 04, 2023

Need Help?

What are the benefits included in my Prime membership?

What are my unused benefits?



How do I manage my billing information?

How do I check status of my orders?

Don't see your question? [Click here for more.](#)

As an Amazon Prime member, you have access to:

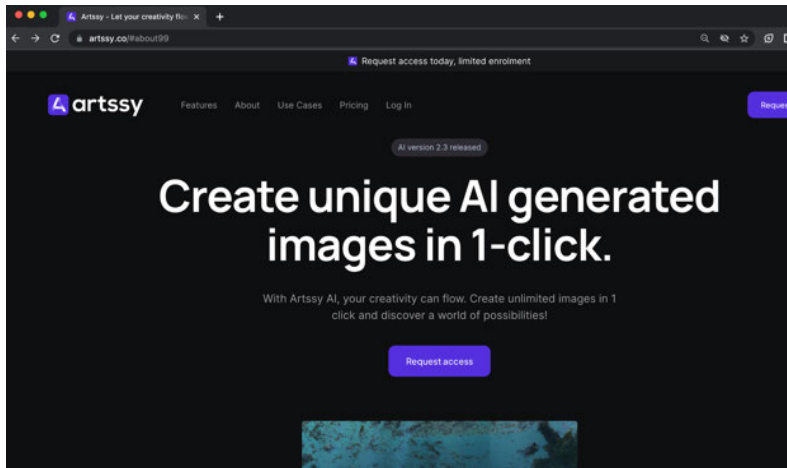
- **Prime Delivery:** Unlimited Two-Day Shipping on over 100 million items and One-Day Shipping and Same-Day Delivery in over 10,000 cities and towns as well as 2-Hour Delivery with Prime Now in select cities.
- **Prime Video:** Unlimited streaming of Movies, TV shows, and Amazon Originals

 29 days left in your Student trial	Prime Plan Free Trial	Membership ending May 4, 2023 Edit your payment method	Manage Membership Update, continue and more
 Your Prime membership will expire on May 4, 2023 You will no longer have access to Prime benefits when your membership ends.			Continue Prime after May 4, 2023

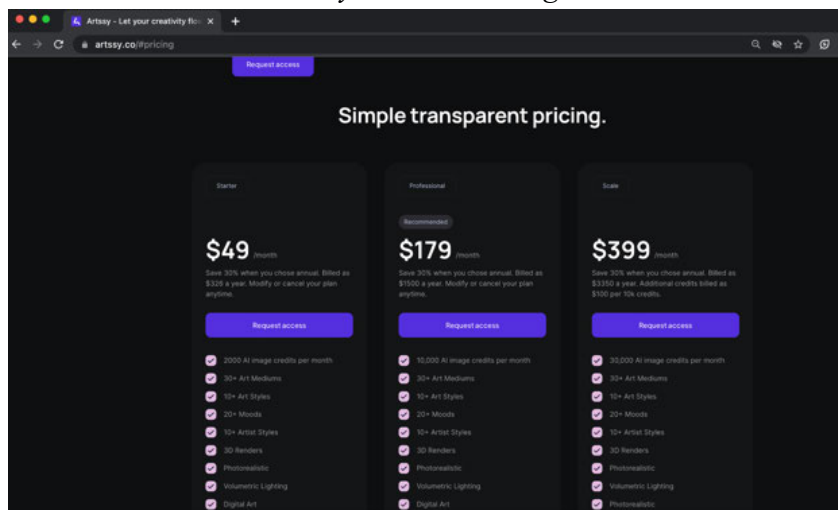
2. Artssy AI

Product: A subscription-based tool that allows users to easily create AI generated images. The service appears to be still in its trial phase and allows only a limited number of users after reviewing the user's request for access.

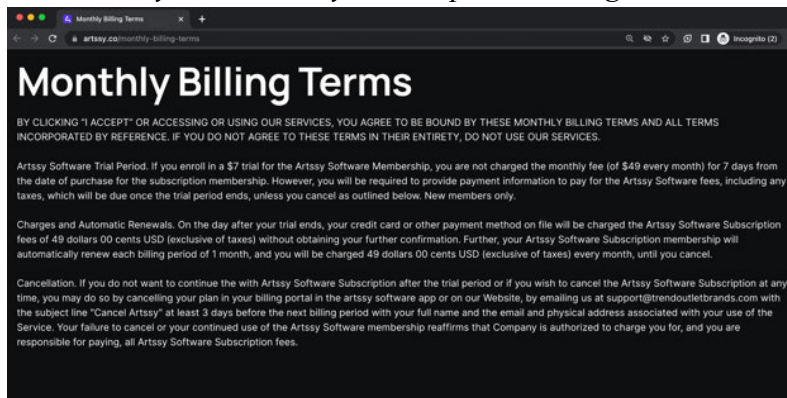
Cancellation Process: According to a consumer's complaint, it is nearly impossible to cancel the subscription with Artssy AI and its cancellation button does not work. The consumer also had difficulty contacting Artssy AI's customer service to process the subscription cancellation. As per the provider's Monthly Billing Terms and Contact Us section, the only means to get in touch with the provider is via an email address (support@trendoutletbrands.com).



Arttsy AI's Home Page.



Arttsy AI's Monthly Subscription Pricing Plans.



Arttsy AI's Monthly Billing Terms, which discuss the subscription cancellation process.

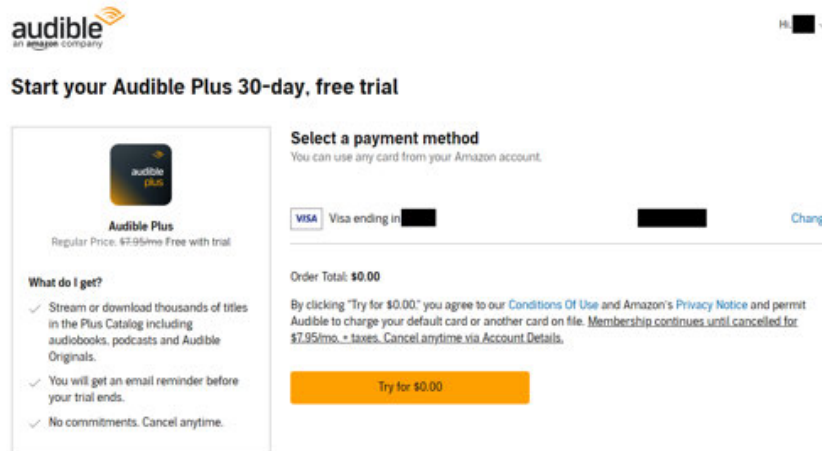
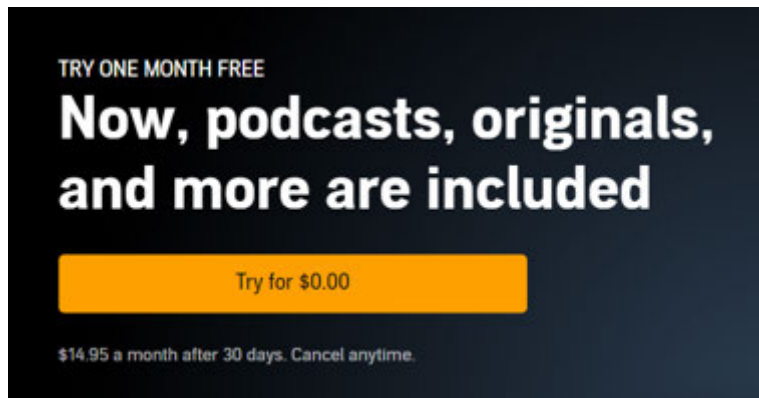
3. Audible

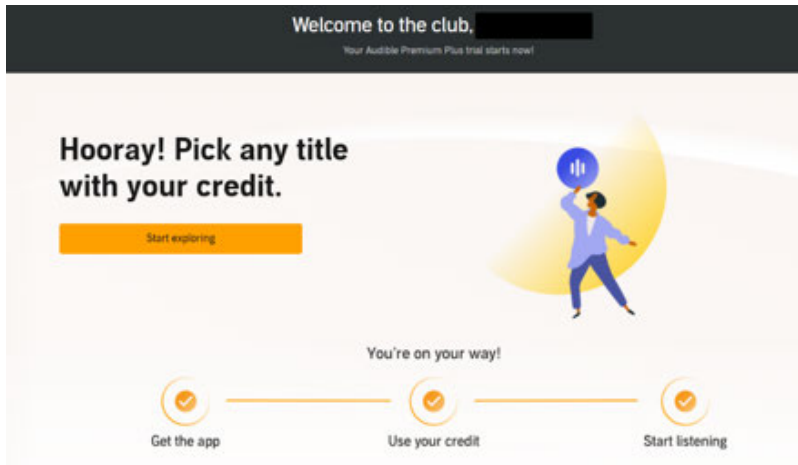
Product: Audiobook and podcast app

Billing Policy: Audible is a monthly subscription of either \$7.95 or \$14.95, depending on the tier. Audible accepts only credit cards, not debit cards. Members cannot receive a refund after canceling.

Enrollment Process:

1. Navigate to Audible’s homepage.
2. Click the orange-highlighted “Try for \$0.00” button. Beneath this button, small, low-contrast text states that the cost is \$14.95 per month after 30 days.
3. Since the user is already signed into their Amazon account, they do not need to login or create login credentials. The account also auto-populates payment information, so the user does not need to enter any information like their card number or billing address.
4. Review the terms and benefits of the service. The price of \$7.95 per month is crossed out and followed by higher-contrast text that states “Free with trial.” The order total is displayed as “\$0.00.”
5. Click the orange-highlighted “Try for \$0.00” button.

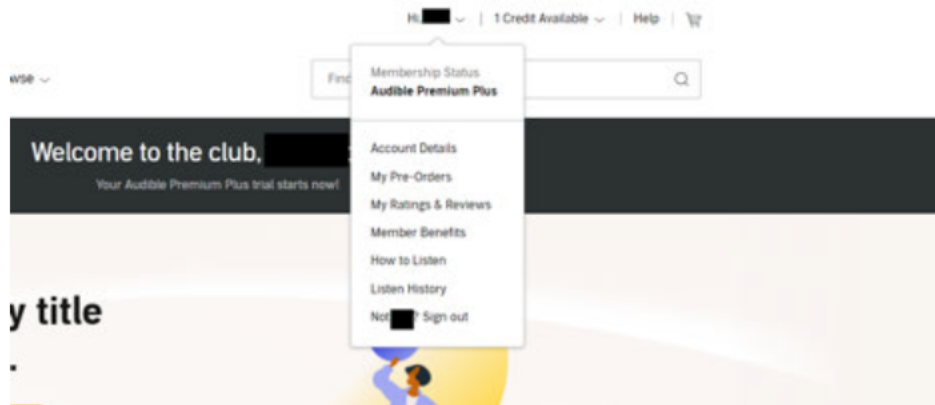




Cancellation Process:

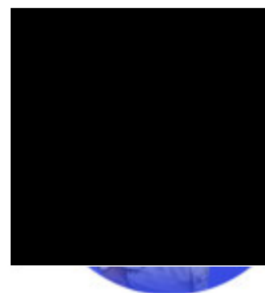
Customers who signed up through the Audible website can cancel their membership through the website or by contacting a customer service representative. Customers who signed up through a mobile app must cancel their subscription via their phone's operating system (either iOS or Google Play).

1. Log in to the Audible website via the user's Amazon account.
2. Mouseover the user's profile icon to see a dropdown menu.
3. Select among the dropdown options that lead to cancellation (although it is not clear from the website): "Member Benefits" and then "Account Details."
4. Ignore an image advertising Audible's rewards program.
5. Ignore a list of membership benefits.
6. Ignore a highlighted "Switch membership" button next to the non-highlighted "Cancel membership" button.
7. Click the "Cancel membership" button.
8. View a notice warning the user they will lose a 1 unused credit if they cancel.
9. Scroll past images advertising 27 titles Audible carries.
10. Ignore an image advertising Audible's rewards program.
11. Click the "Continue to cancel" button.
12. Ignore a warning about the unused credits and membership benefits the user will lose if they cancel.
13. Fill out a form telling Audible why the user wants to cancel.
14. Click the "Continue canceling" button.
15. Scroll past 3 offers for discounted memberships (even though the reason the user selected was not related to cost).
16. Ignore a request to call customer service.
17. Click the "Confirm cancellation" button.
18. View an advertisement for Audible's rewards program, a warning that the user's membership will end soon, and directions about how to reverse cancellation.



Everything you want to hear is here

Audible Premium Plus members get the full Audible listening experience, including your pick of the latest best sellers, new releases, plus access to the entire Audible Plus Catalog.



Your Premium Plus membership includes:



Credits
[Learn more >](#)



The Plus Catalog
[Explore >](#)

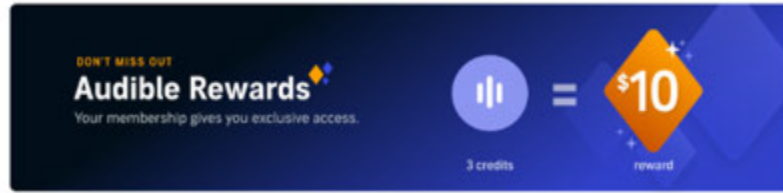


Audible Rewards
[Learn more >](#)


Member benefits page (does not begin the cancellation process).

Membership details

- Credit summary
- Payment
- Settings
- Listen History
- Purchase History
- Gift history
- Notifications



Your membership



Audible Premium Plus
You have 1 Credit
[View your credit summary](#)

Your next bill date is: 05-02-2023
or at the end of your free trial, if any.
Thanks for being a listener since: 07-31-2018

Membership gives you access to:

- One monthly credit to buy any title from our entire premium selection to keep
- Exclusive deals and discounts.
- The Plus Catalog—a selection of thousands of Audible Originals, audiobooks, and podcasts including exclusive series.

[Switch membership](#) [Cancel membership](#)

Account details page



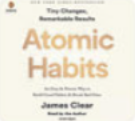

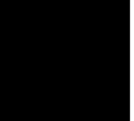

[Home](#) > [Manage Your Account](#) > [Cancel Membership](#)

You have 1 unused credit

Use your credits before you cancel

You'll lose any credits you have at the end of your billing cycle. You can also pause or switch your membership instead to use them later.

Best sellers

 <p>Outlive By: Peter Attia MD, an... 1 CREDIT</p>	 <p>Botticelli's Secret By: Joseph Luzzi 1 CREDIT</p>	 <p>Atomic Habits By: James Clear 1 CREDIT</p>	 <p>Lessons in Chemis... By: Bonnie Garmus 1 CREDIT</p>	 <p>Spare By: Prince Harry The D... 1 CREDIT</p>	 <p>I Will Find You By: Harlan Coben 1 CREDIT</p>
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Get member-only pricing and deals on select audiobooks

You get 80% off selected audiobooks and a 30% discount on any additional purchase with your current membership.

Premium Plus members-only deals

		
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Regular ad-free podcasts

Michelle Obama: T...
By: Michelle Obama

Reinvent Your Life ...
By: Mel Robbins

The Prophecy
By: Randy McKinnon

Moriarty
By: Charles Kindinger

American History ...
By: Wondery

Mindfull: What to E...
By: Dr Joanna McMillan

Audible Rewards⁺
Don't miss out
You'll lose access to earning \$10 reward coupons with Audible Rewards.

Keep membership Continue to cancel

[Home](#) > [Manage Your Account](#) > [Cancel Membership](#)

Let us know why you're canceling

It'll just take a minute.

- I'm having technical problems
- I couldn't find audiobooks I liked
- I'm using another service
- I didn't know I was in a membership
- It's too expensive
- I don't use it enough
- Audiobooks aren't for me
- Other reason

Continue canceling

Don't leave anything on the table

[Use any remaining credits](#)

You'll no longer be able to use these after your final billing period is over, so be sure to use them before then.

[Hear titles in the Audible Plus Catalog](#)

For Audible Plus and Premium Plus members, after your final billing period is over, you'll lose access to the thousands of included audiobooks, podcasts, and Audible Originals—even those already in your Library. You can continue to listen to free podcasts without membership.

[Contact Customer Care](#)

If you have any unresolved issues, we're here to help.

WE HEAR YOU.

We'd love to make Audible work for you. Would you be interested in any of the options below?

YOUR CURRENT PLAN

Audible Premium Plus

free trial, \$14.95 a month after trial ends

RECOMMENDED OFFER

Get Premium Plus at nearly 50% off for 3 months

Pay only \$7.49/mo for your next three months (\$14.95 a month thereafter). Get 1 credit every month, good to buy any title from our entire premium selection to keep. Continue to stream or download thousands of titles in the Plus Catalog.

\$7.49/mo billed every month for the next 3 months

Get offer

Switch to a credit every other month for \$8.50/mo

You'll get 1 credit every other month to buy any title. Plus, you can listen to thousands of included titles. You can also enjoy exclusive deals and keep your credits until they expire. You will be billed \$17.00 every other month.

Switch Membership

Switch to annual plan for \$99.50 your first year

Switch to Audible Premium Plus Annual - 12 credits for only \$99.50 for your first year (\$149.50 a year thereafter). Get your annual 12 credits up front, each good to buy any title from our entire premium selection to keep. Continue to stream or download thousands of titles in the Plus Catalog.

Switch membership

We're here to help

Give us a call anytime. We're here to discuss anything from tech support to membership options.

We're here to help

Give us a call anytime. We're here to discuss anything from tech support to membership options.

[Contact Customer Care](#)

Confirm cancelation

[Back to my account](#)

ⓘ Your membership will be canceled at the end of your current billing period. You can continue to enjoy everything that's included with your membership before this date. ✕

Membership details

[Credit summary](#)
[Payment](#)
[Settings](#)
[Listen History](#)
[Purchase History](#)
[Gift history](#)
[Notifications](#)

DON'T MISS OUT
Audible Rewards
Your membership gives you exclusive access.

3 credits = \$10 reward

Your membership

ⓘ Your membership will expire on May 02, 2023. You have less than 30 days left to enjoy your Audible Premium Plus membership and use any remaining credits — but it's not too late to change your mind.

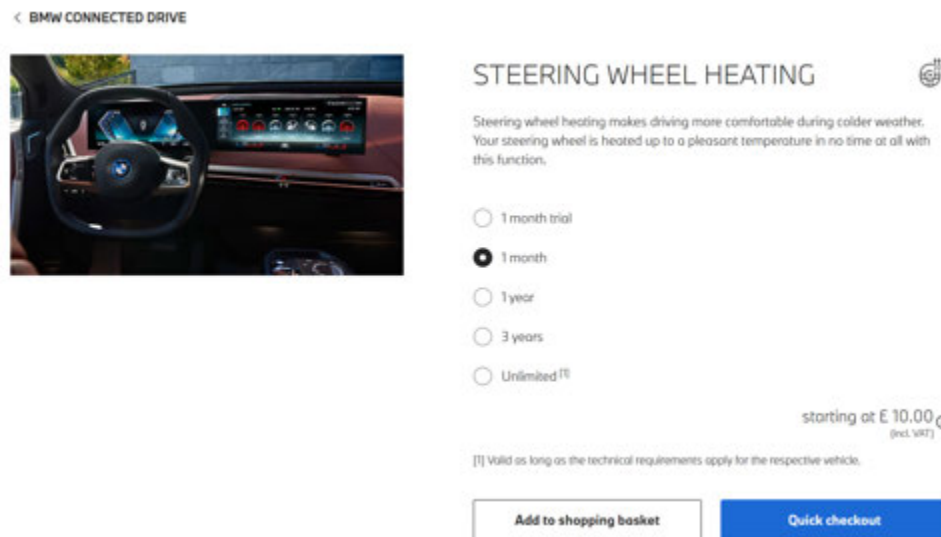
[Keep my membership](#)

4. BMW

Product: Car company adding subscription services that are necessary to unlock the full software capabilities of hardware included in the purchase of the car.

- Shifting certain car accessories to a subscription service in Europe
- E.g., heated seats, steering wheels.

Billing Policy: Monthly payments for certain features

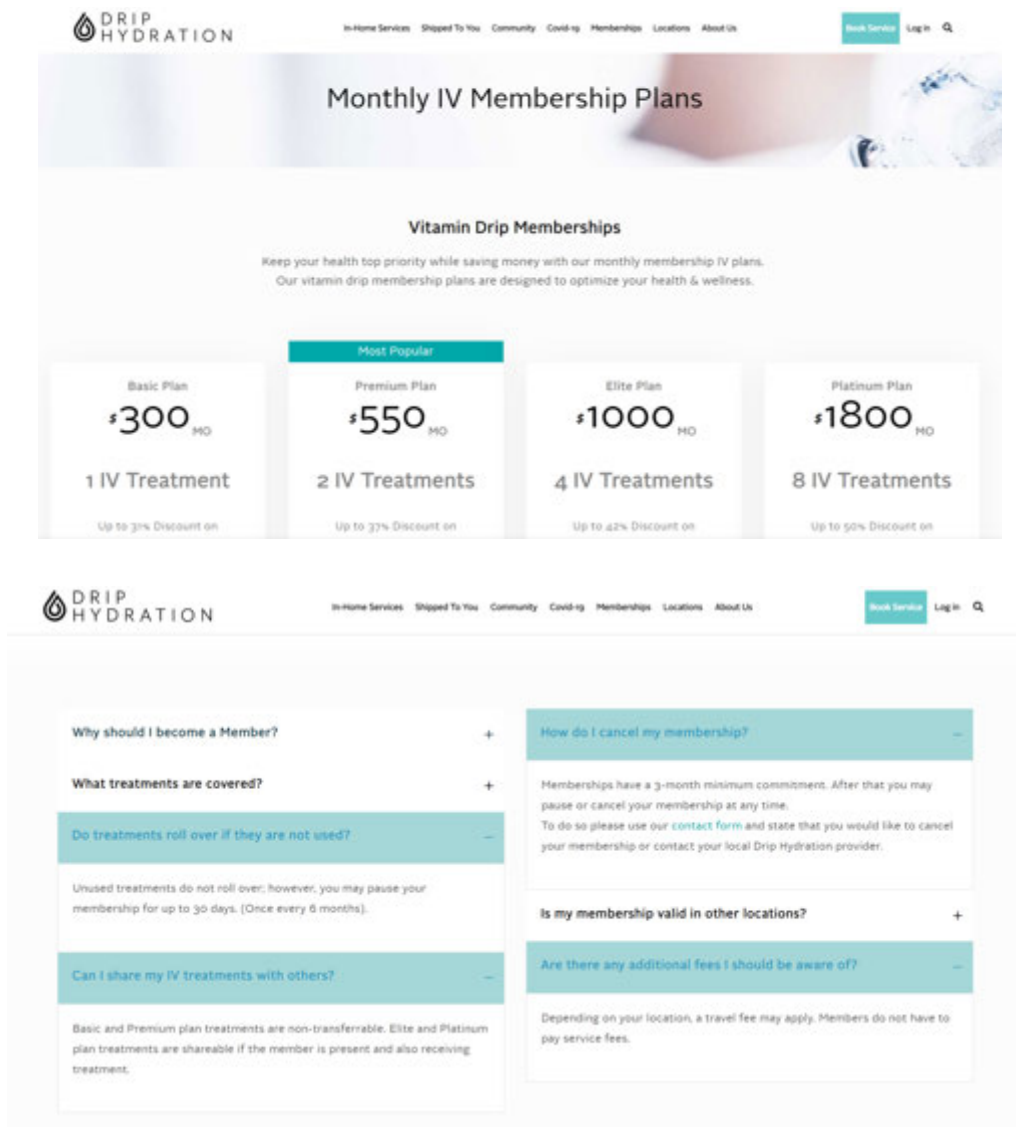


5. Drip Hydration

Product: Subscription health/wellness product. The Membership includes various services and enables access to IV drip “therapy” and “immune boosts.”

Billing Policy: Memberships require a 3 month commitment. Memberships can be paused for up to 30 days *and* only once per 6 months. Treatments do not roll over month-month

Cancellation Policy: There is no easy cancel button. Instead, one must fill out their general “contact form” indicating someone wants to cancel.



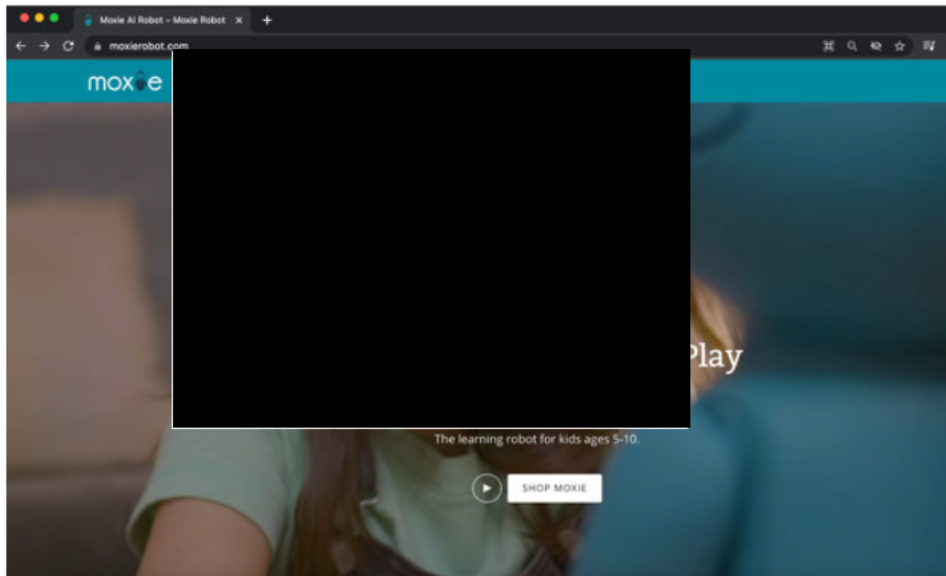
6. Embodied Inc.

Product: Embodied, Inc. is a company that creates AI learning robots for kids such as Moxie. The robot, Moxie, comes with a companion parent app.

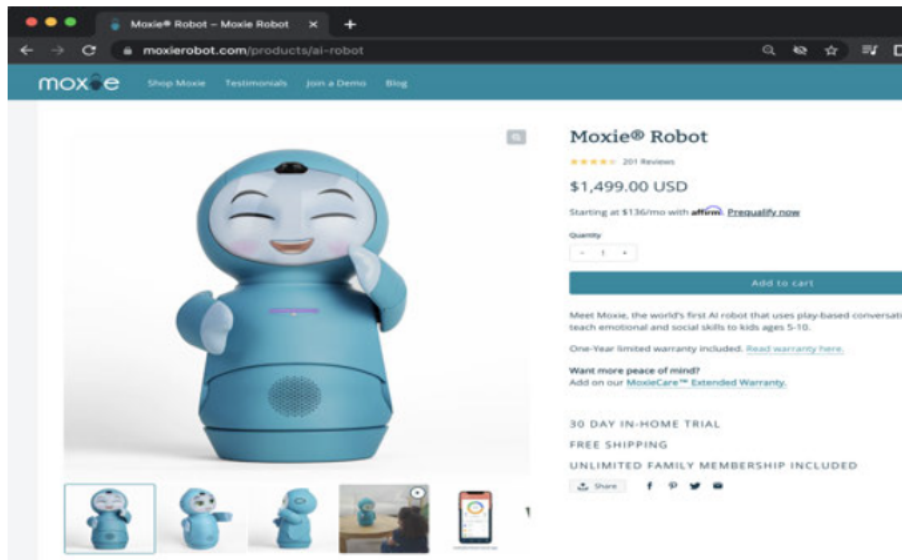
Billing Policy: According to the company’s website, a subscription is required to operate the Moxie robot and is necessary for the product to get over-the-air updates of new features and content. It appears that the company used to sell a monthly subscription for Moxie, but now sells a lifetime subscription. There also seems to be a monthly rental fee that might be a substitute for the monthly subscription.

Cancellation Policy: To cancel the monthly subscription, consumers need to contact the company’s support email (support@embodied.com). According to a consumer’s complaint,

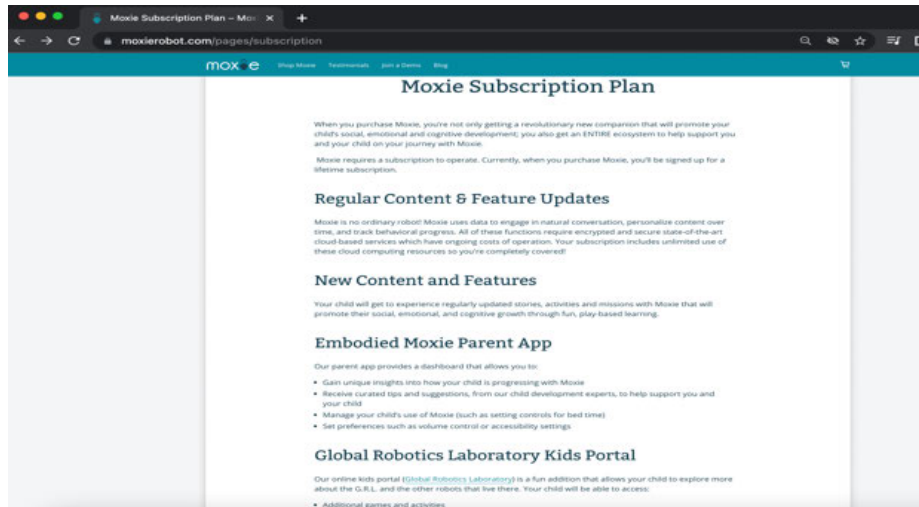
despite numerous attempts, the consumer could not get in touch with a representative and was unable to cancel their monthly subscription.



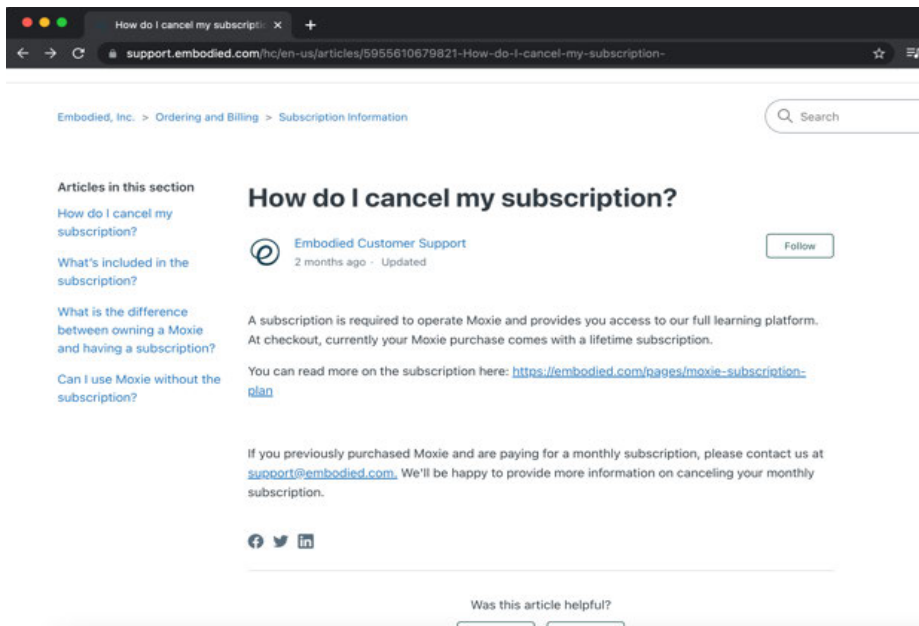
Embodied Inc.'s Home Page for the Moxie Robot for Kids.



Embodied's Moxie Robot Payment page.



This page provides information about Moxie’s Subscription Plan, which does not describe the cancellation process.

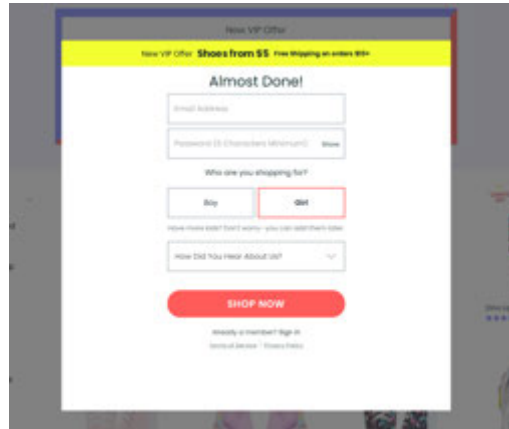


This image is a portion of Moxie’s Subscription Information page that describes subscription cancellation and indicates that consumers need to contact Embodied’s customer service via email to cancel the monthly subscription.

7. Fabletics

Product: Subscription e-commerce site that sells fitness clothes. Fabletics is one of 5 brands owned by Techstyle, which operates all their brands on a similar model. The other brands are SavageXFenty (see Section 12, *infra*), Justfab, Shoedazzle, and Fabkids (see image below; further information unavailable because the company makes users fill out a survey and provide an email before accessing the site).

Billing Policy: Members are automatically charged a monthly fee of \$59.95/month charged on the sixth day of each month. Members receive the membership “credit” (redeemable on certain purchases) that is automatically credited to the member’s account, access to “exclusive” savings, and free shipping on eligible orders. The online credits expire after 12 months and can be redeemed only for any 2-piece outfit or any other item up to \$100.



Monthly Member Credits = Even more savings



Skip as often as you like!

There's no limit on how many months you can skip.

Member Credits 101

- On the 6th of each month, you'll be charged \$59.95 for your exclusive membership benefits. These benefits include a promotional Member Credit which unlocks our best savings when redeemed. Member Credits can be redeemed for **any 2-piece outfit or item up to \$100**, online or in-store.
- **Don't want to be charged for the month?** Visit the site between the 1st and 5th of the month, click "Skip the Month", and you won't be charged.
- Any **unused promotional Member Credits expire after 12 months**. (Don't worry, we'll remind you!)
- You can now use your monthly member credits on Yitty.com as well.



The best activewear at the best prices

20-50% off everything, always, with new arrivals every week



Free shipping on all orders over \$49.95

Plus, free returns and exchanges within 90 days



Get free access to our Fabletics FIT app.

Full access to trainer-led, on-demand workouts



Cancel easily online, anytime.

Cancellation Policy: Each month the company provides consumers a 5-day window during which the user can “skip the month” to avoid being charged for that month. Members must skip *each* month individually, or cancel the membership by calling customer service. To cancel a subscription, users must either call a service representative (available any time), or do an online chat with a customer service representative (between 9 am and 9 pm EST). Users can also skip any given month’s subscription and payment by clicking the “Skip the Month” option in their online account, between the 1st and 5th of the month. *See [Terms and Conditions](#).*

Users have noted the following problems with cancellation:

- Long wait times for phone representatives. *See [Reddit Complaint](#).*
- Phone representatives hanging up. *See [Reddit Complaint](#).*
- Phone representatives arguing with the user to keep their membership. *See [Reddit Complaint](#).*
- Online chat glitching and unavailable. *See [Reddit Complaint](#).*

Users have noted the following problems with skipping:

- Difficult to find the “Skip this Month” button. *See [Reddit Complaint 1](#), [Complaint 2](#).*
- Location of the “Skip this Month” button changes frequently. *See [Reddit Complaint](#).*
- Two steps are required to request and confirm skipping. *See [Reddit Complaint](#).*

WHAT IS “SKIP THE MONTH” AND HOW DO I SKIP? ▾

- Each month between the 1st-5th, you will have the opportunity to be billed for a Member Credit or skip the month. When you visit the site during this time period, there will be a window on your homepage that says “Skip the Month”—follow the prompts and you will have successfully skipped the month. You can also call our customer service number at 1-844-322-5384 (24 hours, 7 days a week) to skip the month as well.

We want you to check out all new products and outfits we curate for you, so you can only skip one month at a time.

WHAT HAPPENS IF I DON'T SKIP THE MONTH?? ▾

- It's up to you: skip by the 5th of every month to avoid **\$59.95 charge for your membership benefits**. Membership benefits include access to exclusive products and a promotional Member Credit, which unlocks our best savings when redeemed.

We will never automatically ship you product if you do not skip the month.

You can hold onto the Member Credit and use it later! **Any unused Member Credits expire after 12 months** (don't worry, we'll remind you!)

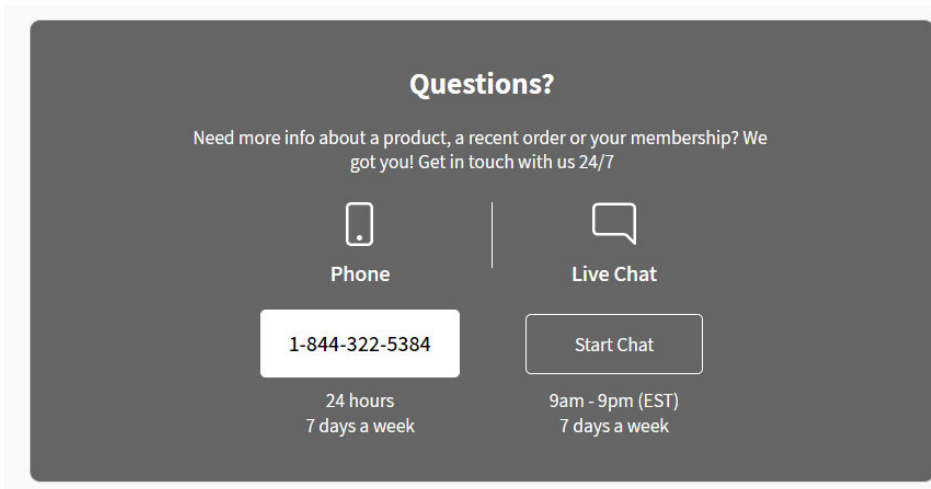
Pro-tip: Set a reminder on your phone for the 1st of the month to check out the new collection and decide whether or not to skip!

WHAT IS A PROMOTIONAL MEMBER CREDIT AND WHAT CAN I PURCHASE WITH IT? ▶

CAN I CANCEL MY MEMBERSHIP ANYTIME? ▾

- Yes, but we hate to see you go! There is no cancellation fee and you can cancel anytime. You may cancel your by calling one of our customer service representatives at 1-844-322-5384 (24 hours, 7 days a week). You may also cancel by contacting us via online live chat or by visiting your My Account page.

If you cancel your VIP membership, you can still shop the site at retail prices and redeem any unused VIP Member Credits left on your account. Remember that promotional Member Credits expire after 12 months of purchase—but don't worry, we'll remind you to use them!

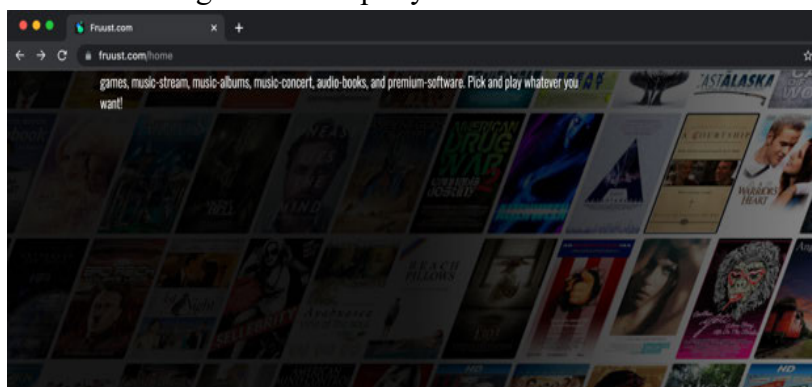


8. Fruust.com

Product: Fruust.com is a subscription streaming service

Cancellation Policy: Fruust offers a brief free trial period before charging \$39 per month.

According to a complaint on Better Business Bureau, a user who tried to cancel the subscription service had a difficult time doing so because they could only cancel via a contact form or email. Notably, the service’s terms and conditions are not searchable using automatic search functions (e.g., Control+F). Based on the service’s terms and conditions, the subscription is on auto renewal until the user cancels the service and the user could cancel the service via their account settings. Unfortunately, the ease of the cancellation process could only be verified by signing up. However, crucially, if the user signed up to the platform through a third party, then the user may need to cancel the service through that third party.



Unlimited films and series!

Fruust is your very own at-home cinema experience. It includes blockbusters, classics, horror movies, arthouse films and much more. We are constantly updating our catalog with new films and the best quality content for you.



Fruust.com Home Page

Account Help

[Sign up](#)[Sign in](#)[Sign in](#)

Your subscription lets you access all content and services from the site. You can now browse all content and enjoy the unlimited service.

You are not logged in.

[Sign in](#)

If you do not have an account yet, sign up by clicking on this link :

[Sign up](#)

Billing Information

If you have problems with billing or if you would like to cancel your membership, please contact us with the details below.

[Account](#) [Customer support](#) [Terms and conditions](#) [Privacy](#)

Here, there are no specific directions on how a user can cancel their membership.

Platform Terms and Conditions

Last Updated: December 20, 2022

For details of the Company offering you this Platform see:

The name and details of the company offering you the Platform can be found in the welcome email sent to you upon subscribing to the Platform. In addition, it can be found after logging in to the website fruust.com in the footer of this website, and on the My Account details page on fruust.com/account.

The company offering you the Platform is hereinafter referred to as "**Partner**".

Partner provides this website (located at fruust.com), and any subdomain, substitute, or successor domain ("**Site**"), and, as applicable, any mobile application owned or operated by Partner which links to or references these Terms (the "**Licensed Application**") to you, the user of the Site and/or the Licensed Application ("**you**" or "**your**"), for your personal, non-commercial use, and subject to the following general Terms and Conditions ("**Terms**"). For the purpose of the following Terms, references to "**we**", "**us**", and "**our**" include Partner and its affiliates, subsidiaries, agents, representatives, successors, and assigns.

Partner offers a subscription service that allows its users to access various digital and/or entertainment content through the Site and/or Licensed Application, such as Music, Audiobook, Sports and Movies, including all features and functionalities, recommendations and reviews through the Site and/or the Licensed Application (the "**Content**"), and all content and software associated with the Site and/or Licensed Application (the Site and any Licensed Application, collectively, the "**Platform**").

These Terms apply to you whether you purchase a subscription to our Platform or if you visit, access, browse, use, or attempt to interact with or use any part of our Platform. You may only access and use the Platform on devices that you own or control and you may not use the Platform on devices where you do not have all necessary permissions and rights to use the Platform. You acknowledge that these Terms are concluded between you and us only and that we are solely responsible for the Platform, including providing any maintenance or support for the Platform and any product liability, intellectual property infringement, consumer protection, or privacy claims you may have regarding the Platform.

From time to time, we may modify these Terms by providing notice to you, and any such notice may be provided to you through the Platform, on any other website maintained by us, by email, by pop-up, or by any other reasonable means. Any such modifications to these Terms will also be posted on the Site and the "Last Updated" date at the top of this webpage will be revised. Your continued use of the Platform following such modifications constitutes your acceptance of any modified Terms.

BY INDICATING YOUR ACCEPTANCE TO THESE TERMS ELECTRONICALLY OR BY VISITING, ACCESSING, BROWSING, USING, OR ATTEMPTING TO INTERACT WITH OR USE ANY PART OF THE PLATFORM, YOU REPRESENT THAT YOU ARE A RESIDENT OF THE UNITED STATES OR CANADA OR ONE OF THEIR TERRITORIES AND AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR STATE OF REFERENCE, AND YOU AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE ANY PART OF THE PLATFORM.

- 1. Platform.** Your access to and use of the Platform are governed by the Site's Privacy Policy (located at fruust.com), which is incorporated herein by this reference. Your failure to accept the Privacy Policy and/or to register with the Site may prevent you from accessing or using certain features and functionalities of the Platform or any Content through the Platform. Any violation of these Terms and/or the rights of Partner, its licensors, or certain other third-party suppliers, and these Terms are directly enforceable by any such third-party licensors and suppliers for the purpose of enforcing any of the terms related to the Platform or any Content through the Platform as further detailed below.
- 2. Use Rights.** Conditioned upon your payment of all applicable subscription fees and your strict compliance with all terms and conditions set forth in these Terms, Partner hereby grants you a non-exclusive, revocable, and non-transferable, non-assignable, nonsublicensable limited right, solely as set forth in this Section and subject to all conditions and limitations set forth in these Terms, to: (a) download, install, and/or use the Platform for your personal, non-commercial use over the Internet on certain supported internet-connected TVs, computers, and other devices owned or otherwise controlled by you, subject to the total number of devices on which you may simultaneously use the Platform as determined by Your Subscription (each, a "**Device**"); (b) access, stream, and use the Platform on such Device and the Content or media available or accessible on or through the Platform; (c) depending on the Platform, the applicable Content, or the third-party software

7. Subscription.

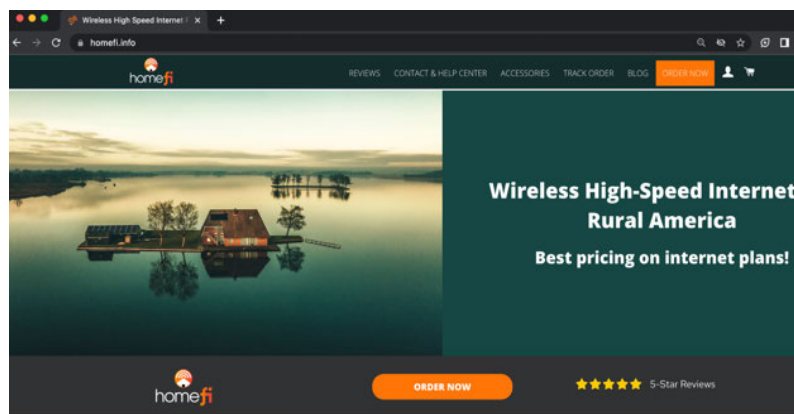
- a. **Ongoing Subscription.** Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you, and for a recurring fee ("**Subscription Fee**"), we offer access to and use of the Platform on a subscription basis ("**Your Subscription**"). To the fullest extent permitted by Applicable Law, Your Subscription will continue and automatically renew for the Subscription Period (as defined below) unless and until you cancel Your Subscription, or your account is otherwise suspended or terminated pursuant to these Terms. Partner reserves the right to change the terms of Your Subscription, including the Subscription Fee, from time to time, effective as of the beginning of your next Subscription Period following the date of the change. We will give you advance notice of these changes.
- b. **Payment Method.** To use the Platform, you will be required to provide a current, valid, accepted method of payment to complete Your Subscription and to use the Platform, as may be updated from time to time and which may include payment through your account with a third party ("**Payment Method**"). Your "**Subscription Period**" will be as set forth on the Site corresponding to the type of subscription that you choose when you signed up for Your Subscription. At the beginning of each Subscription Period, we will charge your Payment Method the applicable Subscription Fee corresponding to the term of Your Subscription and any applicable taxes. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the Platform until we have successfully charged a valid Payment Method for your Subscription Fee. If you signed up for Your Subscription with a third party as a Payment Method, you could find the billing information about Your Subscription by visiting your account with the applicable third party, and for some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your Subscription Fee. All charges and Subscription Fees are final and non-refundable.
- c. **Cancellation.** You may cancel Your Subscription by logging into your account settings. You must cancel Your Subscription before it renews in order to avoid billing of the Subscription Fee for the next billing cycle to your Payment Method. If you cancel Your Subscription, you will continue to have access to the Platform through the end of your then-current Subscription Period. If you signed up for the Platform using your account with a third party as a Payment Method and wish to cancel Your Subscription, you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the Platform through that third party.
- d. **Updates.** Partner may from time to time in its sole discretion develop and provide updates to various aspects of the Platform and any Content, which may include upgrades, bug fixes, patches, other error corrections, new features and/or availability of Content (collectively, including related documentation, "**Updates**"). You agree that Partner has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality and that Updates may modify or delete in their entirety certain features and functionality. All Updates will be deemed part of the Platform and be subject to all terms and conditions of these Terms.

9. HomeFi

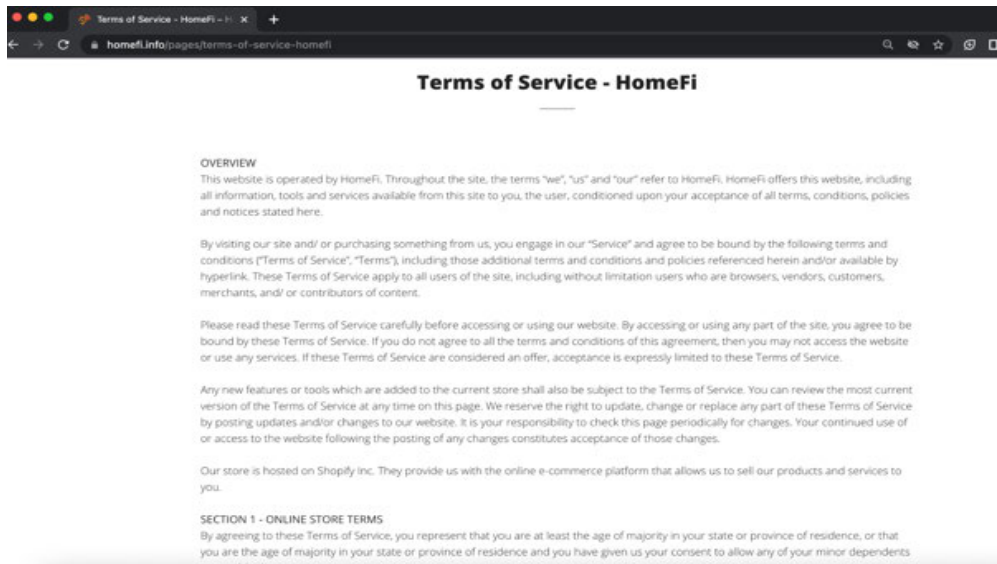
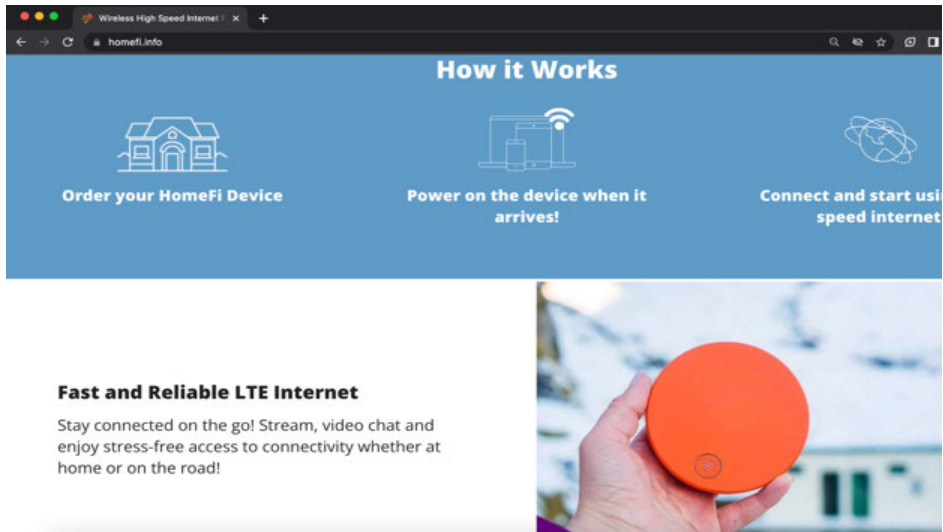
Product: HomeFi offers high-speed wireless internet, targeting particularly consumers living in rural areas.

Billing Policy: Once a consumer signs up for a plan, the company sends them an activated HomeFi router, which automatically connects to the consumer's plan once it is turned on. HomeFi charges monthly for its internet service and its subscription is set up as autopay, meaning that the consumer will be automatically charged every 30 days from their initial purchase.

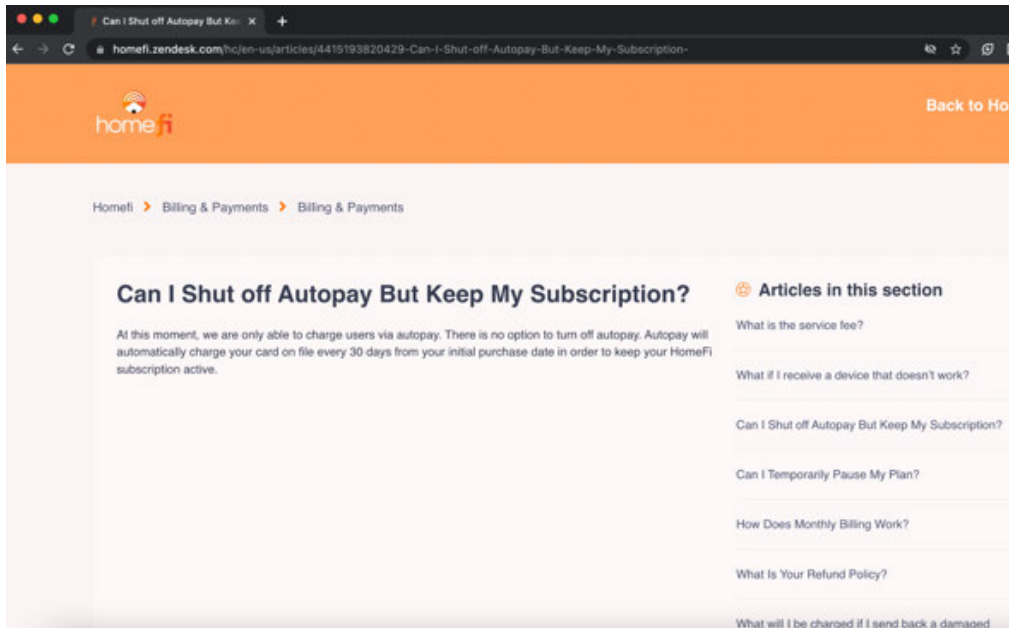
Cancellation Policy: According to HomeFi's Billing & Payments section, consumers cannot turn off autopay. It appears as if consumers can cancel the subscription service either by contacting HomeFi's customer service via their chat or by submitting a cancellation request form on their website. According to a consumer's complaint, the consumer never received the router, but was being charged monthly, and their attempts to cancel the subscription have been unfruitful.



High-Speed Internet, Everywhere!



The first page of HomeFi’s Terms of Service. The Terms of Service do not explain how subscription cancellation works.



HomeFi's Billing & Payments section, which explains that Autopay of the monthly subscription cannot be turned off.

10. New York Times

Product: News

Billing Policy: \$4/month for the first year; \$25/month in subsequent years

Cancellation Policy: Customers can cancel their subscription by calling customer service during specified hours, chatting online with customer service at any time, or online through the customer's account. If the customer purchased their subscription through Google Play or iTunes, they need to cancel through that service.

Enrollment Process:

1. Enter an email address or log-in via Google, Facebook, or Apple.
2. Scroll down to "Become a subscriber" and select "Learn more" for any of the various types of content offered (e.g. select "News").
3. Review and decide between two offers:
 - a. "All Access" offer: This offer is presented first and in a larger box. It includes a colorful graphic, a high-contrast "Subscribe now" button, and a high-contrast outline. The offer is described as "Limited Time." Large text states the cost as "\$~~6.25~~ \$1/week" and small, low contrast text says "Billed as \$4 every 4 weeks for the first year."
 - b. "News only" offer: Presented second and in a smaller box. This offer has no colorful graphic, the "Subscribe now" button is not high-contrast, and there is no high-contrast outline. The offer is described as "Introductory." Large text states the cost as "\$~~4.25~~ \$1/week" and small, low contrast text says "Billed as \$4 every 4 weeks for the first year."
4. Select an offer by clicking "Subscribe now."

5. Input payment information.
6. Review the payment due (\$4 due every 4 weeks) and automatic renewal terms (after 1 year, the monthly payment increases to \$25). This is the first place that the cost after the first year is easily made available.
7. Click “Purchase Subscription.”

The New York Times


Log in or create an account


Email Address


Continue

or


By continuing, you agree to the updated [Terms of Sale](#), [Terms of Service](#), and [Privacy Policy](#).


 Continue with Google


 Continue with Facebook

 Continue with Apple


Become a subscriber

 **News**
Enjoy unlimited digital access to The New York Times coverage and support independent journalism. [Learn more](#)

 **Cooking**
Get unlimited access to thousands of recipes, a digital Recipe Box and the NYT Cooking app. [Learn more](#)

 **Games**
Play new games every day with unlimited access to Spelling Bee, Wordle and The Crossword, plus more visual and number games. [Learn more](#)

Sale now extended.
Enjoy all of The Times
in one subscription.



All Access

Unlimited access to everything The Times has to offer. All in one subscription.

LIMITED TIME OFFER
\$6.25 \$1/week
Billed as \$4 every 4 weeks for the first year.

Subscribe now

Cancel or pause anytime.

[See details](#) ▼

News only

Investigations, culture, analysis and more online and in the New York Times app.

INTRODUCTORY OFFER
\$4.25 \$1/week
Billed as \$4 every 4 weeks for the first year.

Subscribe now

Cancel or pause anytime.

[See details](#) ▼

Checkout

1. Account [redacted]@gmail.com [Edit](#)

2. Payment

Credit or Debit Card

PayPal

Continue

3. Review

3. Review

All Access [See details](#)

Subtotal \$25.00

Introductory offer ⓘ - \$21.00

Total due every 4 weeks \$4.00

Introductory offer expires: April 1, 2024

Automatic Renewal Terms

Your payment method will be automatically charged in advance \$4.00 every 4 weeks for the first year.

It will then be automatically charged \$25.00 in advance every 4 weeks thereafter.

Sales tax may apply.

Your subscription will continue until you cancel. You can notify us of your intent to cancel at any time by [contacting Customer Care](#). Cancellations take effect at the end of your current billing period.

By subscribing, you agree to the Automatic Renewal Terms on this page, our [Terms of Sale](#) and [Terms of Service](#).

Purchase Subscription

Thank you for subscribing.

We've sent an email confirmation to
[redacted]@gmail.com.

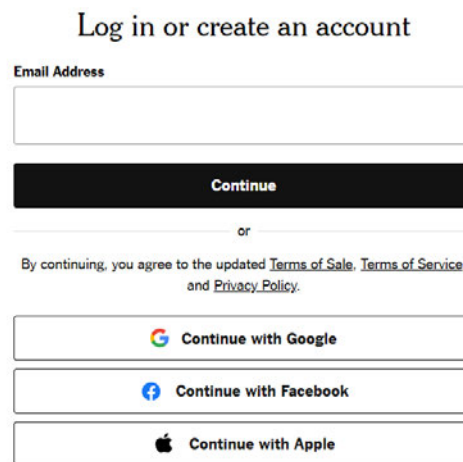
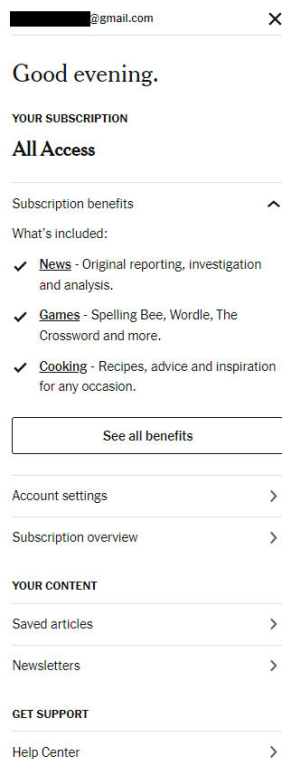
Set up your new subscription

Take the new subscriber survey

Cancellation Process:

1. Click on “Account” in the upper right-hand corner, which brings up a sidebar. It is not clear which option will lead to cancellation; maybe “Account settings” or “Subscription overview.”
2. Log-in to a user’s account (again) after selecting “Account settings.”
3. Click the “Manage Subscription” button.
4. Scroll down to the very bottom of the page, past a list of benefits included in the subscription and other options like “Change your subscription” and “Pause your subscription.” Each option has a description except for “Cancel your subscription.”
5. Click “Cancel your subscription.”

6. Decide between three options of how to proceed with cancellation: chatting with a representative, calling a representative during certain hours, or canceling online.
7. Click “Cancel Online.”
8. Select a reason for cancellation and/or provide written feedback.
9. Click “Continue” rather than “Return to my account.”
10. View a page thanking the user for my support, displaying images of *New York Times* content, and describing the high quality of the content.
11. Click “Continue to cancel” rather than “Return to my account.”
12. Scroll past a description of my current subscription and a list of the content it includes.
13. Select the option that reads “No thanks, just cancel my All Access subscription” rather than “Yes, I want to keep my subscription at the current rate.”
14. Read a drop-down notice that the user’s account will not be charged for the following 4-week billing cycle, and the user will continue to have access until the end of the current billing cycle.
15. Click “Confirm.”



Good evening.
You've supported independent journalism since 2018.

Account

- Subscription overview
- Billing history
- Email and settings
- Help

Your profile

Account number
[REDACTED]

Email address
[REDACTED]@gmail.com [Update](#)

Password
***** [Update](#)

Connected accounts
Google [Manage](#)

Your subscriptions

All Access
\$25 \$4 every 4 weeks
Unlimited digital access to everything we have to offer - News, plus Games, Cooking, Wirecutter and The Athletic.

[Manage subscription](#)

[Change subscription](#)

Good evening.
You've supported independent journalism since 2018.

Account

- Subscription overview
- Billing history
- Account
- Help

Subscription overview

All Access
\$25 \$4 every 4 weeks

Payment Information
To see previous invoices visit [Billing History](#).

Payment method
Visa [REDACTED] [Change](#)

Next payment date
April 30, 2023

Subscription rate
\$25 \$4 every 4 weeks through April 01, 2024, then \$25 every 4 weeks

Account

- Subscription overview
- Billing history
- Email and settings
- Help

Subscription benefits

What's included:

- News** - Original reporting, investigation and analysis.
- Games** - Spelling Bee, Wordle, The Crossword and more.
- Cooking** - Recipes, advice and inspiration for any occasion.
- Wirecutter** - Independent reviews for thousands of products, online.

[Show all benefits](#)

Manage subscription

- Change your subscription**
Adjust what Times digital products you have access to. >
- Get newspaper delivery**
Learn more about having the newspaper delivered to your home. Home Delivery includes unlimited access to all Times digital products. >
- Pause your subscription**
You won't be charged while your subscription is paused and you can resume it at any time. >
- Cancel your subscription** >

We offer several ways to cancel your All Access subscription.

Please keep in mind that you'll have limited access when you cancel.

Chat with a Customer Care advocate.

[Begin Chat](#)

Give us a call.

Call us at **858-877-6618** if you are in the U.S. Our hours are 7 a.m. to 10 p.m. E.T. Monday to Friday, and 7 a.m. to 3 p.m. E.T. Saturday to Sunday. Please see our [international contact information](#) if you are outside of the U.S.

Cancel online.

Cancel your own subscription without contacting one of our Customer Care advocates.

[Cancel Online](#)

Step 1 of 4

Please tell us why you'd like to cancel your All Access subscription.

Reason

Select reason for cancellation

Is there more you'd like to tell us? We'll use your feedback to improve.

Feedback (optional)

Feedback text area

400 characters left

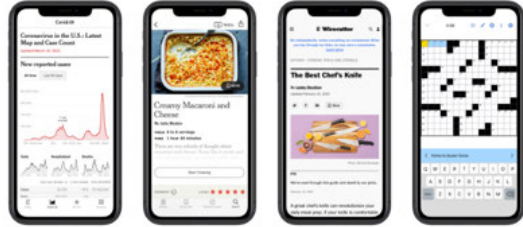
Return to my account

Continue

Step 2 of 4

Thank you for your trust and support.

You have made it possible for us to create high-quality journalism, interactive puzzles, delicious recipes and rigorously-tested product recommendations.



Return to my account

Continue to cancel

Step 3 of 4

Continue your subscription at the current rate, and keep your Times access.

Current subscription

All Access

\$1 a week

Billed as \$4 every 4 weeks

Available offers

Yes, I want to keep my subscription at the current rate.

Includes everything The Times offers:

- News – Investigation, culture, and analysis.
- Games – Spelling Bee, Wordle, The Crossword and more.
- Cooking – Recipes and inspiration.
- Wirecutter – Independent reviews for thousands of products.
- The Athletic – In-depth, personalized sports journalism.

\$1 a week for another year

Billed as \$4 every 4 weeks until April 1, 2024

No thanks, just cancel my All Access subscription.

Return to my account

Confirm

No thanks, just cancel my All Access subscription.

BILLING INFORMATION

When you cancel, we will stop charging your account the following billing cycle. Each billing cycle is 4 weeks. Your access will continue until the end of your current billing cycle.

Return to my account

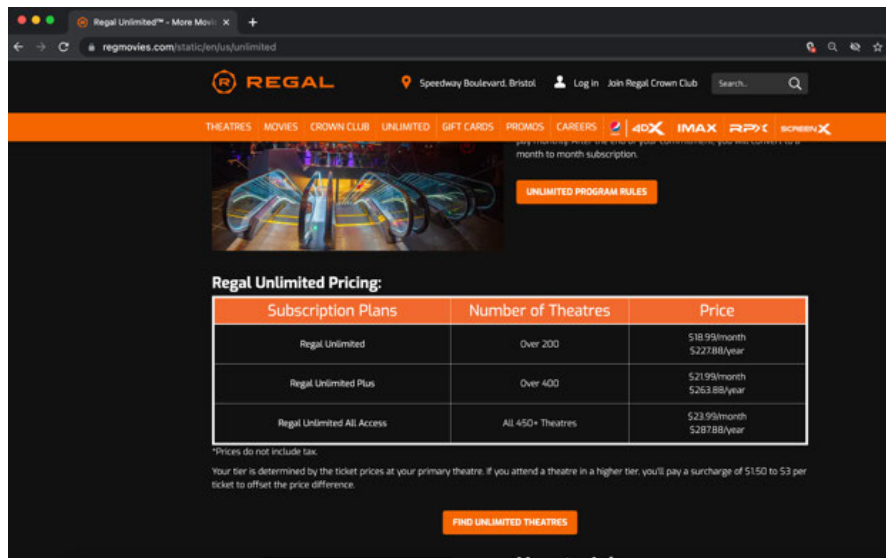
Confirm

11. Regal

Product: Regal is a company that operates around 505 theaters in 42 states. The company runs a subscription-based program called Regal Unlimited Subscription Program that allows members to watch as many movies as the member wants at any participating Regal theater.

Billing Policy: Each subscription has a non-cancelable term of either three months or one year, depending on the type of plan the member chose. Regal's FAQs explain that the company also runs a Crown Club Account, which is a free rewards program where customers earn credits for purchasing admission tickets and concessions.

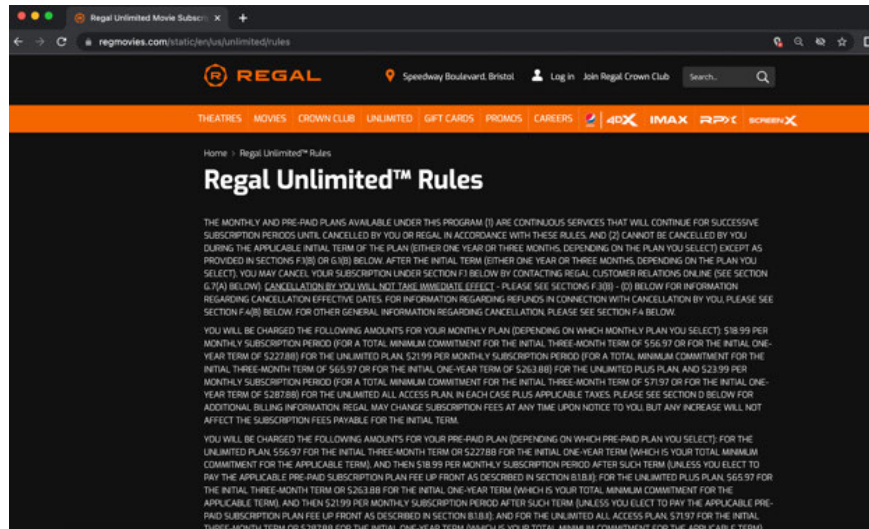
Cancellation Policy: According to Regal's Rules about its Unlimited Subscription Program, consumers cannot cancel their Crown Club Account while they are enrolled in the Subscription Program. More importantly, consumers need to request cancellation of the subscription by notifying the Regal's Customer Relations using the company's contact form and cancellation requests may not take immediate effect.



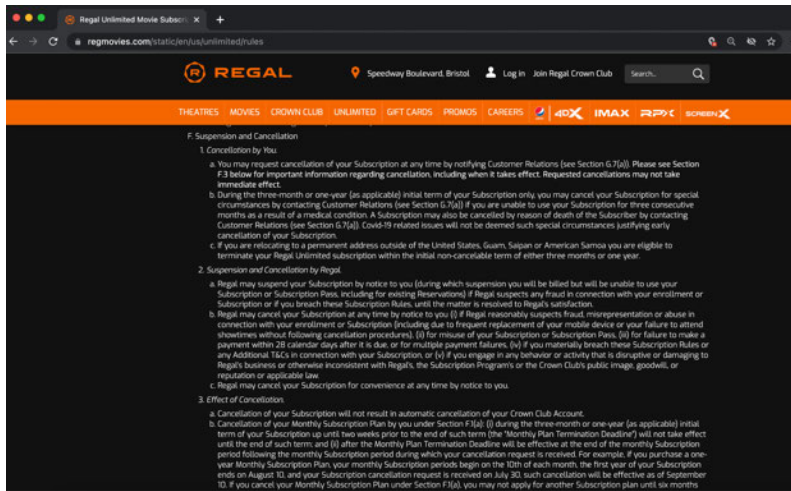
Subscription Plans	Number of Theatres	Price
Regal Unlimited	Over 200	\$18.99/month \$227.88/year
Regal Unlimited Plus	Over 400	\$21.99/month \$263.88/year
Regal Unlimited All Access	All 450+ Theatres	\$23.99/month \$287.88/year

*Prices do not include tax.
Your tier is determined by the ticket prices at your primary theatre. If you attend a theatre in a higher tier, you'll pay a surcharge of \$150 to \$3 per ticket to offset the price difference.

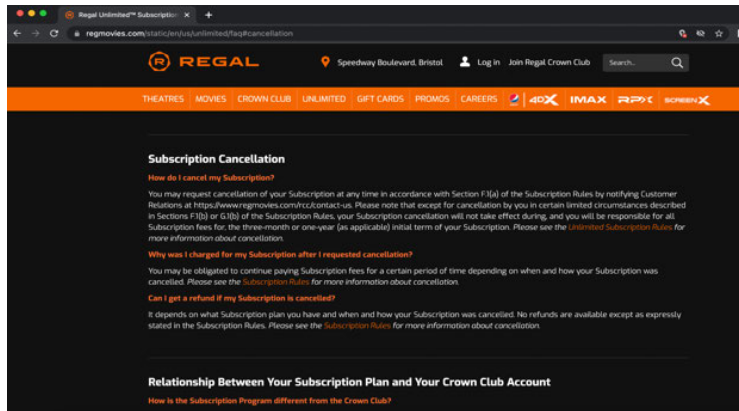
Regal Unlimited Subscription Program Pricing Page



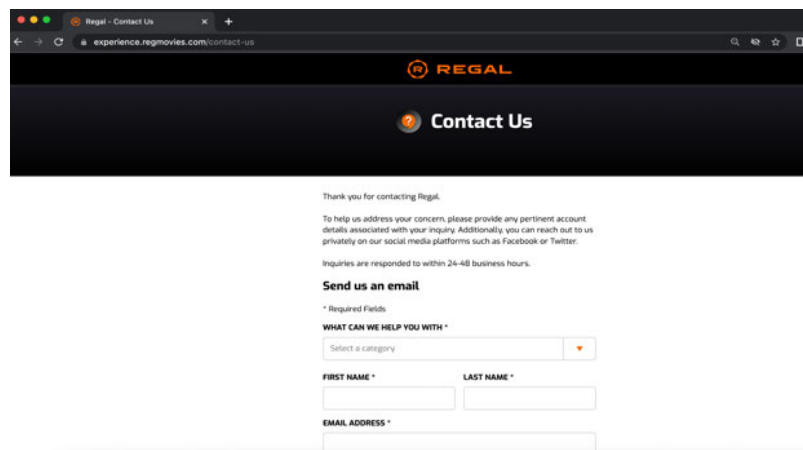
The first page of Regal Unlimited Subscription Program's Rules.



The cancellation section of Regal Unlimited Subscription Program's Rules.



The subscription cancellation section of Regal Unlimited Subscription Program’s FAQs indicates that consumers can request to cancel their membership by contacting the company’s customer service via their Contact Form.



Regal’s contact form through which customers can send their subscription cancellation requests.

12. Savage Xfenty

Product: E-commerce subscription box of lingerie

Billing Policy: Monthly fee that includes the subscription box and “1 member credit” each month. Member credits can be used towards other purchases on the website

Cancellation Policy: A user must affirmatively click “skip this month” to not be charged the monthly fee, unless they call customer service to fully cancel the membership.

How Xtra VIP Membership Works
All Xtra VIP Members enjoy Everyday Xtra VIP Perks anytime.

- Save up to 50% off with Member Credits
- Yearly birthday surprise
- Save up to 25% on full-price styles
- Xtra VIP-only sales & offers

PLUS MORE

- Xtra VIP-only Boxes & Sets
- Free shipping on orders \$49+
- New drops & styles every month

Unlock Exclusive Perks With Monthly Billing
Take your membership to the next level! On the 6th of each month, if you haven't chosen to "Skip the Month," your payment method will be charged \$59.95, which unlocks these Exclusive Perks:

- Build Exclusive Bundles**
Any two items up to \$29.95 each
- Access to even more colors & sets for the month**
- 1 Member Credit**
Redeem for ANY item, Xtra VIP Box, Set, or Exclusive Bundle!

Save More with Member Credits
Save up to 50% on full-price styles! Member Credits expire after 12 months. But don't worry, we'll remind you ahead of time!

Your Membership, Your Way

- Cancel Anytime**
Cancel anytime by calling our Customer Service representatives at (855) 728-2439 (open 24/7), or manage online.
- Skip As Many Times As You Like**
Click "Skip This Month" between the 1st and the 5th of each month to avoid a \$59.95 charge. Enjoy Everyday Xtra VIP Perks and pricing, even if you skip a month. Skip as many times as you like—there is no limit.

13. Sirius XM

Product: Radio

Billing Policy: \$10.99 to \$29.99 per month, depending on the plan.

Cancellation Policy: Users can cancel their subscription through SiriusXM’s website, or the service they used to purchase SiriusXM, up to 24 hours before the billing date.

Enrollment Process:

1. Review offers for two different types of free trials. “Platinum” does not display the price after the expiration of the trial, whereas “Streaming Platinum” states that the cost is \$10.99 per month after the free trial. The “Get Platinum” is deep blue, whereas “Streaming Platinum” is light blue.
2. Review a summary of the plan and click the deep blue “Continue” button.
3. View a page informing the user that they must create an account, and click the deep blue “Continue” button.
4. Input the user’s email address, create a password, and click the deep blue “Continue” button.

5. View a page informing the user that they must input their payment information, and click the deep blue “Continue” button.
6. Input their payment information, and click the deep blue “Review Order” button.
7. View a list of charges, all of which are “\$0.00” and a notice that they will be charged at a later date after their free trial expires.
8. Select a box which states that they agree my service will automatically renew and I will be charged.
9. Click the deep blue box “Complete My Order.”

Start Listening for Free
with a new subscription. See Offer Details below.
Choose where you want to listen to SiriusXM.

SXM APP + CAR

Platinum

Free for 3 Months

No credit card required. See Offer Details below.

- from every angle
- ✓ **NFL, MLB*, NBA, NHL*, and NCAA* play-by-play, NASCAR***, plus the biggest names in sports talk
- ✓ **2 Howard Stern channels**, including video
- ✓ **Create Pandora stations** based on artists
- ✓ **SiriusXM video library** of in-studio shows & performances
- ✓ **Popular podcast series**, including SXM originals and Marvel, plus access to Stitcher Premium's collection

GET PLATINUM PLAN

SXM APP

Streaming Platinum

Free for 3 Months

with a new Streaming Platinum subscription.

- from every angle
- ✓ **NFL, MLB*, NBA, NHL*, and NCAA* play-by-play, NASCAR***, plus the biggest names in sports talk
- ✓ **2 Howard Stern channels**, including video
- ✓ **Create Pandora stations** based on artists
- ✓ **SiriusXM video library** of in-studio shows & performances
- ✓ **Popular podcast series SXM originals**, plus access to Stitcher Premium

GET STREAMING PLATINUM

OFFER DETAILS FOR PLATINUM PACKAGE: Your SiriusXM service will automatically stop at the end of the stated trial subscription term unless you decide to subscribe. See the SiriusXM [Customer Agreement](#) & [Privacy Policy](#) at www.siriusxm.com for full terms of service and how to cancel, which includes calling 1-866-635-2349. By registering for a trial subscription, SiriusXM may contact you at the registration information provided with special offers from time to time. You may always change your contact preferences with us. All fees, content and features are subject to change. This offer cannot be combined with any other and may be modified or terminated at any time. This offer is available only on eligible, inactive factory-equipped satellite radios. Satellite and streaming lineups vary.

OFFER DETAILS FOR STREAMING PLATINUM PACKAGE: Activate a SiriusXM Streaming Platinum subscription plan and get your first 3 months for \$0.00. A credit card is required on this offer. **Service will automatically renew** thereafter every month. At the beginning of month 4, you will be charged at then-current rates (currently \$10.99/month). Fees and taxes apply. **You must cancel your subscription during your promotional period to avoid future charges. Please see our Customer Agreement at www.siriusxm.com for complete terms and how to cancel, which includes online methods or calling us at 1-866-635-2349.** All fees, content and features are subject to change. This offer cannot be combined with any other and may be modified or terminated at any time. Offer available to new subscribers. Channel lineup varies by plan.

SiriusXM Streaming Platinum

3 months Free

Then \$10.99/mo. New subscribers only. Cancel online anytime. Offer Details below.

SiriusXM Streaming Platinum Includes:

- ✓ Ad-free music for every genre & decade plus artist-created channels
- ✓ Original talk, exclusive comedy, news from every angle
- ✓ NFL, MLB*, NBA, NHL*, and NCAA* play-by-play, NASCAR*, plus the biggest names in sports talk
- ✓ 2 Howard Stern channels, including video
- ✓ Create Pandora stations based on artists
- ✓ SiriusXM video library of in-studio shows & performances
- ✓ Popular podcast series SXM originals, plus access to Stitcher Premium

Hide ^

CONTINUE



STEP 1 OF 3

Create your account

To get started we'll need an email address and a password. You'll use this to stream and manage your account online.

CONTINUE

STEP 1 OF 3

Create your account

SiriusXM Streaming Platinum (425+ Channels)
3 Months for Free. Then \$10.99/mo.

Email

Password

Show

Your password must have a minimum of 8 characters with 3 of the following: (a) an uppercase letter (b) a lowercase letter (c) a number or (d) special character.

[Privacy Policy](#)

CONTINUE



STEP 2 OF 3

Set up your payment

- ✓ Cancel online anytime
- ✓ Ad-free music plus original talk, news, comedy, and sports
- ✓ Stream the SXM App on your devices and listen in your car with your phone

CONTINUE

STEP 3 OF 3

Review your order

Confirm your plan and start listening now.
Remember you can cancel online anytime.

SiriusXM Streaming Platinum (425+ Channels)
3 Months for Free. Then \$10.99/mo. Fees & taxes apply.

Order Summary

SiriusXM Streaming Platinum	\$0.00
3 Months for \$0.00/mo	
Fees and Taxes	\$0.00
Total - Due Now	\$0.00

Your estimated recurring monthly subscription charge will be \$11.96 starting on 07/08/2023.

Details ▾

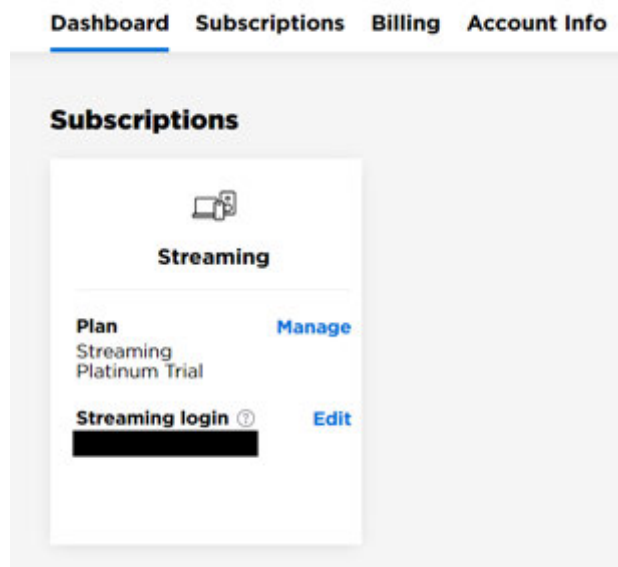
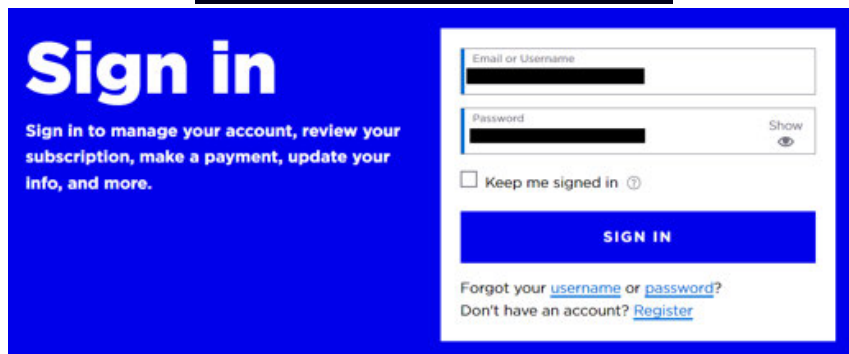
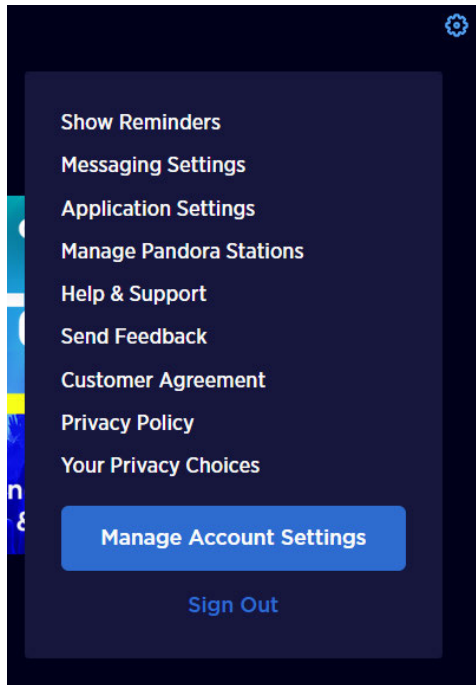
- Please charge my credit card for the amount due now and recurring charges as outlined above. By clicking "Complete My Order" I agree that my service will **AUTOMATICALLY RENEW** and will be charged to my payment method at then-current rates at the time of each renewal, plus fees and taxes, until I cancel. I agree to the SiriusXM [Customer Agreement](#) and [Privacy Policy](#), including, receiving account notifications at the email address provided, the refund policy and how to cancel, which includes online methods or calling SiriusXM at 1-866-635-2349.

[En Español](#)

COMPLETE MY ORDER

Cancellation:

1. Click the settings icon in the top right of the landing page.
2. Click the button which says "Manage Account Settings."
3. Sign in again.
4. Under the "Streaming" heading, find my plan and click "Manage."
5. Next to the "Streaming Platinum" heading, click "Modify."
6. In the drop-down menu, select the last option, "Cancel subscription."
7. Answer a survey about why the user is cancelling their subscription.
8. View a full-page advertisement inviting the user to change to a 12-month subscription for \$4.99 per month, including a colorful image of a phone screen using the SiriusXM app and a list of the features offered. The text notes that this offer is over 50 percent off of the normal price.
9. Ignore the deep blue "Get This Plan" button and the light blue "Keep Current Plan" buttons.
10. Select the "Continue to Cancel" button, which is identical to and right beneath the "Keep Current Plan" button.
11. Review a page requesting me to confirm that they want to cancel, and reminding me that my plan will end on the renewal date.
12. Click "Finish Cancellation."



Streaming

SiriusXM

Audio

Streaming Platinum Modify ▾

Complimentary 3-month trial ends 07/07/2023.
[See what's included](#)

Streaming Platinum monthly plan starts on 07/07/2023 when your trial ends.

Streaming login ⓘ Edit

████████████████████

Audio

Streaming Platinum Modify ^

Complimentary 3-month trial ends 07/07/2023.
[See what's included](#)

Streaming Platinum monthly plan starts on 07/07/2023 when your trial ends.

Streaming login ⓘ Edit

████████████████████

- Change my plan
- Change my billing frequency
- Cancel subscription

Before you go...

Tell us why you're thinking of leaving.

- My subscription is too expensive
- I can't find what I want to listen to
- I don't listen enough
- I'm experiencing technical issues
- I thought I could listen with my car's built-in satellite radio
- I have other streaming services I prefer
- I have other reasons

CONTINUE

Consider staying for \$4.99/mo.
Save over 50% on our best streaming plan for the next 12 months.

Streaming Platinum \$4.99/mo for 12 months
Then \$10.99/mo. See [Offer Details](#) below.

- 425+ channels**
All on the SXM App
- Sports Talk & Live Play-by-play**
NFL, MLB, NBA, NCAA, NHL, NASCAR
- Ad-free music**
Every genre & decade
- Howard Stern**
24/7 channels, on demand & video

Current plan:
SiriusXM Streaming Platinum - Complimentary Trial
Trial ends 07/07/2023

[GET THIS PLAN](#)

[KEEP CURRENT PLAN](#)

[CONTINUE TO CANCEL](#)

Review and confirm you want to cancel this plan.

Your trial ends on 07/07/2023.

The renewal plan below will be cancelled and you won't be charged for it.

SiriusXM Streaming Platinum - 3-month Plan

Would start on 07/07/2023 when your trial ends.

[FINISH CANCELLATION](#)

[BACK TO MY ACCOUNT](#)

[Go back to view offers](#)

Credit card refunds are typically processed in 3-5 business days and check refunds are typically processed in 7-10 business days.

14. Tesla

Product: Electric vehicle with hardware to capable of providing autopilot features. However, the software needed to utilize the advertised autopilot features is locked behind a subscription model.

Billing Policy: Subscription model for different levels of self-driving capabilities (e.g. self park, highway driving, city driving). Free trials are not available.

Cancellation Policy: Cancellation is particularly easy via the Tesla mobile app under settings (and this is explained under the FAQ section of the website).

Full Self-Driving Capability Subscriptions

Autopilot is an advanced driver assistance system that assists your car with steering, accelerating and braking for other vehicles and pedestrians within its lane. It assists with the most burdensome parts of driving and work alongside features like emergency braking, collision warning and blind-spot monitoring.

With Full Self-Driving (FSD) capability, you will get access to a suite of more advanced driver assistance features, designed to provide more active guidance and assisted driving under your active supervision.

If you have not already purchased FSD capability and your vehicle has FSD computer 3.0 or above, you can subscribe to FSD capability from the Tesla app or your vehicle's touchscreen.

Eligibility

If your vehicle has Full Self-Driving computer 3.0 or above, plus Basic Autopilot or Enhanced Autopilot, you are eligible to subscribe to FSD capability. You can check your Autopilot configuration from your vehicle's touchscreen by selecting 'Controls' > 'Software' > 'Additional Vehicle Information.' You can also check your configuration in the Tesla app by selecting 'Vehicle' > 'Specs & Warranty.'

Hardware upgrades to the Full Self-Driving computer are not included with Full Self-Driving capability subscriptions. To be eligible for FSD capability subscriptions, the FSD computer must be installed in your vehicle. To [install the FSD computer](#), schedule an installation appointment from the Tesla app.

Subscription Pricing

Your vehicle's current Autopilot package of Basic Autopilot or Enhanced Autopilot will determine the FSD capability subscription price.

Basic Autopilot to FSD capability	\$199.00 per month
Enhanced Autopilot to FSD capability	\$99.00 per month

15. ThreadBeast

Product: Menswear delivery box

Billing Policy: \$60 to \$290, depending on which tier customers select. ThreadBeast does not offer refunds.

Cancellation Policy: To cancel, customers must email a request to cancel ThreadBeast from the email address they signed up with. Customers can only cancel within 7 days after they received the last package. Customers can also pause their subscription, but must also request this within 7 days after receiving their most recent package.

However, users have complained online on [Reddit](#) and [Medium](#) that although the cancellation policy states that users can email to cancel, ThreadBeast in fact requires users to also call a customer service representative. Customer service representatives attempt to convince users not to cancel and sometimes refuse to cancel the account. Because of the 7-day cancellation policy, if users pause their account, they cannot then cancel without receiving another package first and paying for it. Also, ThreadBeast adheres to its 7-day cancellation policy and no-refund policy even when users have canceled their account, but are then erroneously charged and seek a refund for those charges. Thus, users whose accounts are not canceled by mistake must still pay for the next package, cannot get a refund, and may be stuck in their subscription if they don't notify ThreadBeast within 7 days.

16. Toylibrary.co

Product: Toylibrary.co is a subscription-based toy rental business.

Billing Policy: Toylibrary.co charges \$29.95 per month and allows consumers to rent two toys per month.

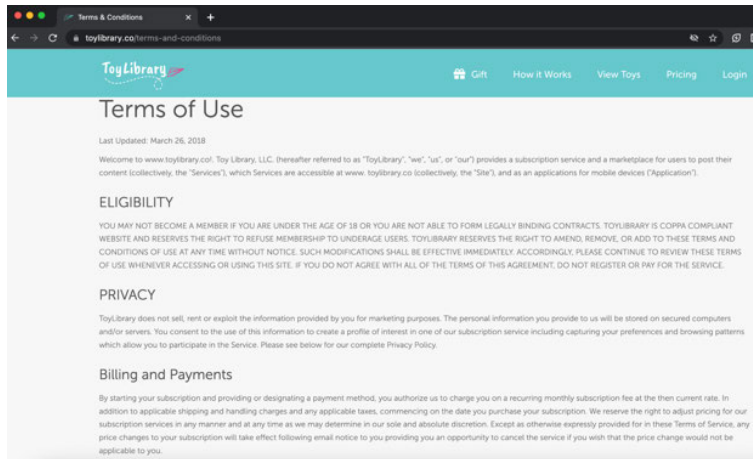
Cancellation Policy: According to the Toy Library, LLC’s terms and conditions, the subscription automatically renews each month at the then-current price, which is subject to change at the company’s discretion. Members can cancel their account using the “My Account” section on their website. However, the cancellation is only effective “when the last toy that was sent to [the user] is received by [] [their] processing center.” A consumer filed a complaint in Better Business Bureau explaining that they never received the toys in the first place and when they tried to cancel their subscription, the consumer was led to an automatic message that they could not cancel the subscription until the rented toys were returned.



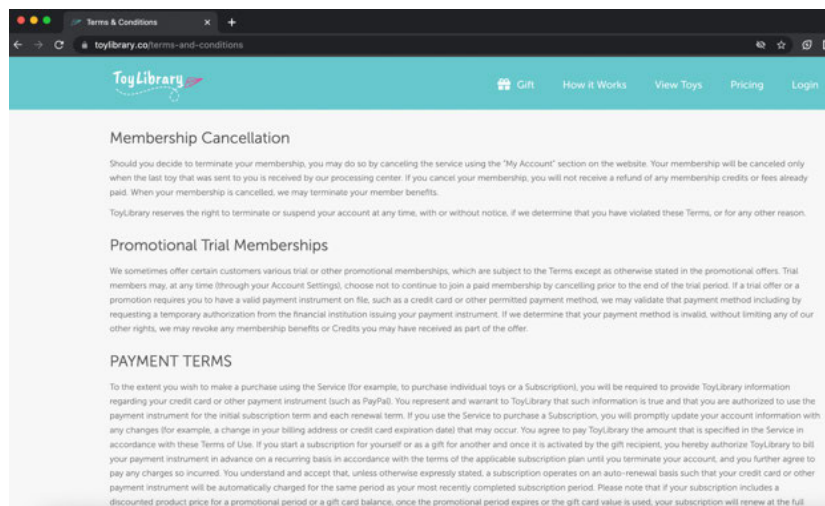
Toylibrary.co Home Page

	Seed	Grow	Blossom <small>MOST POPULAR</small>
Plan	Seed	Grow	Blossom
Duration	1 Month	3 Months	12 Months Gift: Year of Toys
Price/month	\$29.95	\$19.95	\$12.95
Value of Toys	\$160	\$420	\$1,920
	Select	Select	Select
Play Today	\$29.95	\$90 \$59.95	\$360 \$149.95

Toy Library’s Pricing Terms



Toy Library's Terms & Conditions



The section of Toy Library's terms and conditions that discusses membership cancellation

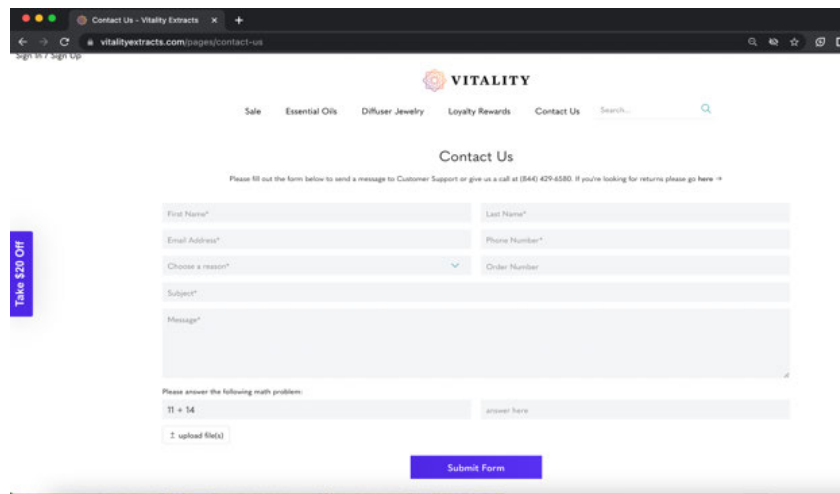
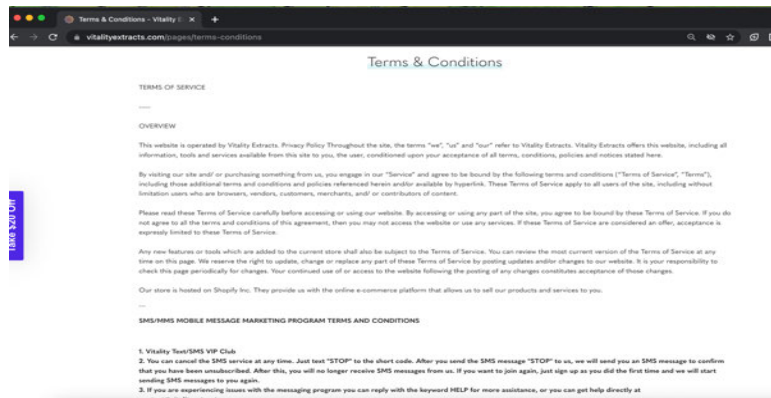
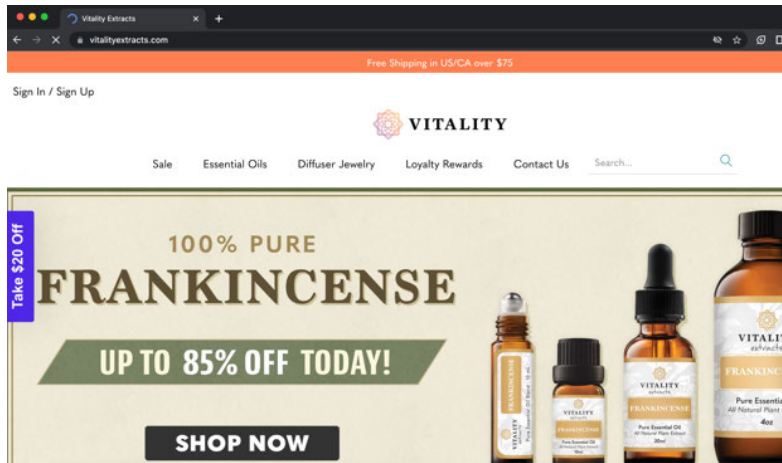
17. Vitality Extracts

Product: Vitality Extracts is an e-commerce platform that sells essential oils and diffusers.

Billing Policy: The platform offers a subscription service, although it is not clear from either the terms and conditions or the FAQs the purpose of such a subscription service.

Cancellation Policy: According to the platform's FAQs, subscriptions can be canceled or changed anytime by logging into the user's "Vitality Extracts account to make the changes or contact [their] customer service team using the contact form." However, one consumer complained that the Vitality Extracts website created a monthly recurring subscription without the consumer's knowledge after the consumer purchased a product and started charging \$28 per month. Moreover, the consumer's efforts to cancel the service through the contact form have been ignored and the listed customer service number was invalid. Also, consumers can only contact the service provider using a contact form and a phone number. According to one

complaint consumer, the listed phone number is invalid, and the provider did not reply to the consumer's inquiries to cancel their subscription sent through the contact form.



18. Xfinity (Comcast)

Subscription: Internet

Billing Policy: Monthly billing, the amount depending on the user's plan. Xfinity gives subscribers a \$10 discount if they use autopay with their bank account number, rather than a credit card—making it harder to cancel by canceling the payment method.

Cancellation Policy: To look up the cancellation policy, users must first read or scroll past a notice about Xfinity's efforts to address customer concerns. To cancel, users must speak with a representative. Users may request a call from Xfinity, visit an in-person Xfinity store, submit an online cancellation form and complete a confirmation call, or mail a cancellation form and complete a confirmation call.

Customers have reported the following problems with cancellation:

- Long, multiple-hour hold times. *See [Reddit Complaint 1](#), [Reddit Complaint 2](#).*
- Getting stuck in an automated phone tree. *See [Reddit Complaint](#).*
- Getting transferred between different representatives repeatedly. *See [Reddit Complaint](#).*
- Multiple-day waits to reach a representative who can cancel service. *See [Reddit Complaint](#).*
- Representatives hanging up mid-call. *See [Reddit Complaint](#).*
- Representatives arguing with customers and refusing to cancel service. *See [Reddit Complaint](#).*
- Getting charged for continuing service even after canceling. *See [Reddit Complaint](#).*
- Having to call in to remind Xfinity/Comcast to cancel their service. *See [Reddit Complaint](#).*
- In-person representatives cannot cancel service, so customers must call. *See [Reddit Complaint](#).*

The cancellation process is so frustrating and time-consuming that customers have resorted to tactics such as telling representatives that they need to cancel because they are going to prison, they are moving to another country or a remote part of the US that Xfinity/Comcast doesn't service, or they are closing the checking account that is tied to Xfinity/Comcast.

How To Cancel, Pause or Move Your Xfinity Services

If you want to cancel, pause or move your Xfinity services, we've got options for you that make the process quick and easy.


Cancel Your Service

We hate to see you go and would love to improve your experience. Here are a few helpful resources that may address your concerns.

- **Cost.** We're proud to participate in the [Affordable Connectivity Program \(ACP\)](#), which provides qualified customers with a credit of up to \$30 per month (up to \$75 per month in Tribal Lands) towards internet and mobile service. Learn if you qualify and how to enroll [here](#). We also offer [flexible payment options](#) for eligible customers.
- **Experience.** Visit our [support hub](#) for help identifying and troubleshooting potential issues, so you can enjoy the best connected experience. Or visit the [Xfinity app](#) for 24/7, real-time support along with speed tests and personalized tools.
- **Value.** Our services work even better together. With [Xfinity Mobile's](#) fast mobile service, including 5G and connections to millions of WiFi hotspots, you'll save money. With our free [Flex 4K streaming TV box](#), you can enjoy thousands of awesome shows and movies on us.

If you'd still like to cancel, we'll help make it easy. Choose the best option for you below:

- [Request a call back.](#)
- Visit your local [Xfinity Retail Store](#).
- Complete a simple online [cancellation form](#).
 - We'll call you within two business days of receipt to confirm your request.
- Mail a cancellation request, including your first and last name, service address, account number and phone number to:
Comcast Cable
ATTN: Service Change Requests
1701 JFK Blvd.
Philadelphia, PA 19103
 - **Note:** We'll call you within two business days of receipt to confirm your request.

 **Your bill**

Two months left to update your **automatic payment** method

Don't lose your \$10 monthly automatic payment and paperless billing **discount**. Be sure to update your automatic payment method to a bank account using an account number and routing number no later than March 25, 2023.

Updating your payment method is easy - just have your bank account and routing number handy. **Make the switch today [here](#).**

If you have already updated your payment method to a bank account using an account number and routing number, please disregard this email.

Thank you for choosing **Xfinity**.