



Automatic Renewal Programs

Updates & New Issues in Continuity



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Overview



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Subscription-Based Offers – Terminology

- “Negative option”:
 - The customer’s silence or failure to take an affirmative action to reject goods or services or to cancel the agreement is interpreted by the seller as acceptance of the offer.
- Negative option marketing includes:
 - Subscription programs
 - Automatic renewal programs
 - Trial offers followed by recurring shipping/billing
 - Membership clubs
 - Continuity programs



Overview of Legal Requirements

- Federal Law
 - Telemarketing Sales Rule (phone only)
 - Restore Online Shoppers Confidence Act (ROSCA) (Internet only)
 - Section 5 of the FTC Act (all channels) (prohibits unfair and deceptive marketing practices)
- State Law
 - Automatic renewal laws in California, Virginia, Vermont, D.C.
 - State notification laws (renewal notices)
 - “Mini FTC Acts”
 - Multi-state activity and class action risks



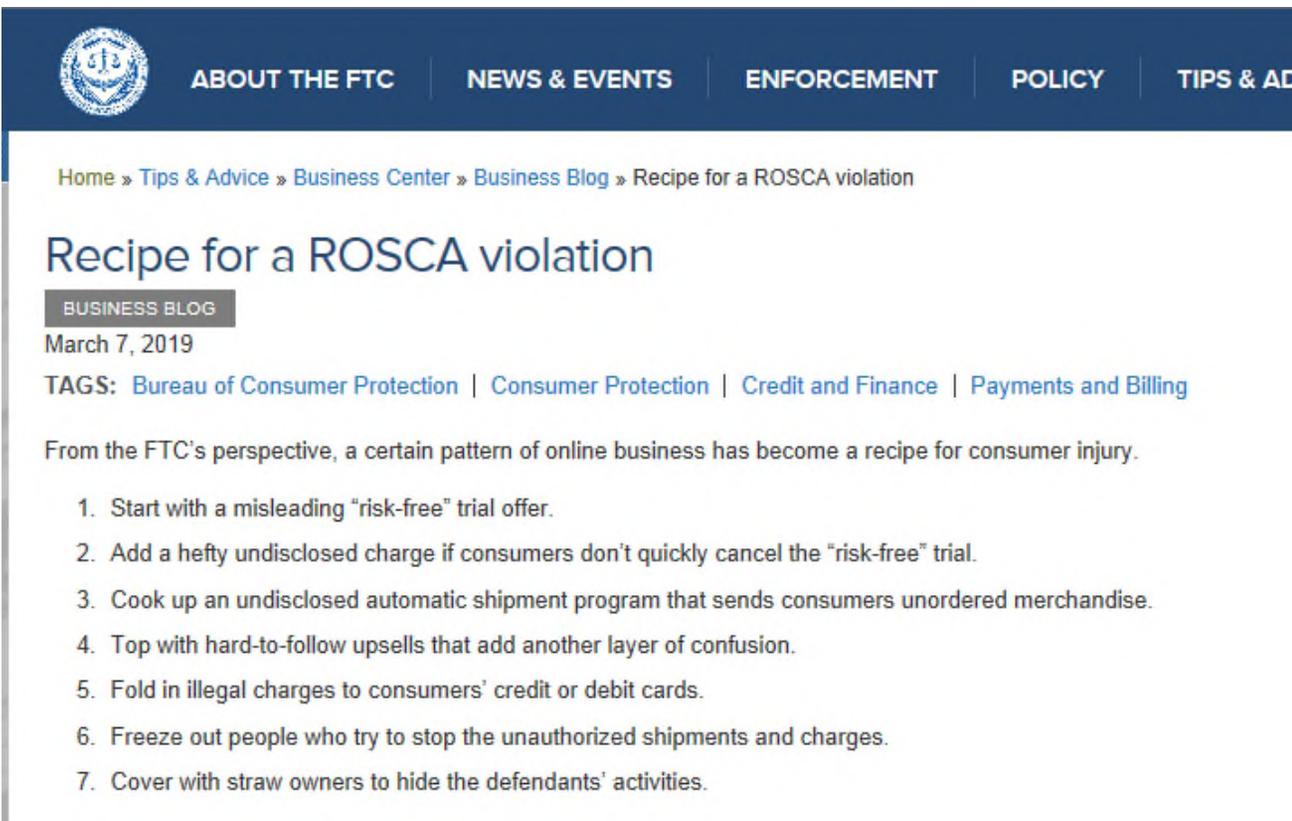
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Restore Online Shoppers' Confidence Act (ROSCA)

- ROSCA prohibits any person from charging any consumer for goods or services sold in an Internet-based transaction through a negative option feature unless the person:
 1. Provides text that clearly and conspicuously discloses all material terms of the transaction before obtaining the consumer's billing information;
 2. Obtains a consumer's express informed consent before obtaining the consumer's credit card, debit card, bank account, or other financial account for products or services sold through such transaction; and
 3. Provides a simple mechanism for a consumer to stop recurring charges from being placed on the consumer's credit card, debit card, bank account, or other financial account.

FTC “Recipe for a ROSCA violation”



The screenshot shows the top navigation bar of the FTC website with links for ABOUT THE FTC, NEWS & EVENTS, ENFORCEMENT, POLICY, and TIPS & ADVICE. Below the navigation bar is a breadcrumb trail: Home » Tips & Advice » Business Center » Business Blog » Recipe for a ROSCA violation. The main heading is 'Recipe for a ROSCA violation' with a 'BUSINESS BLOG' tag. The date is March 7, 2019. The tags are Bureau of Consumer Protection, Consumer Protection, Credit and Finance, and Payments and Billing. The article text begins with 'From the FTC's perspective, a certain pattern of online business has become a recipe for consumer injury.' followed by a numbered list of seven steps.

 ABOUT THE FTC | NEWS & EVENTS | ENFORCEMENT | POLICY | TIPS & ADVICE

[Home](#) » [Tips & Advice](#) » [Business Center](#) » [Business Blog](#) » Recipe for a ROSCA violation

Recipe for a ROSCA violation

BUSINESS BLOG

March 7, 2019

TAGS: [Bureau of Consumer Protection](#) | [Consumer Protection](#) | [Credit and Finance](#) | [Payments and Billing](#)

From the FTC's perspective, a certain pattern of online business has become a recipe for consumer injury.

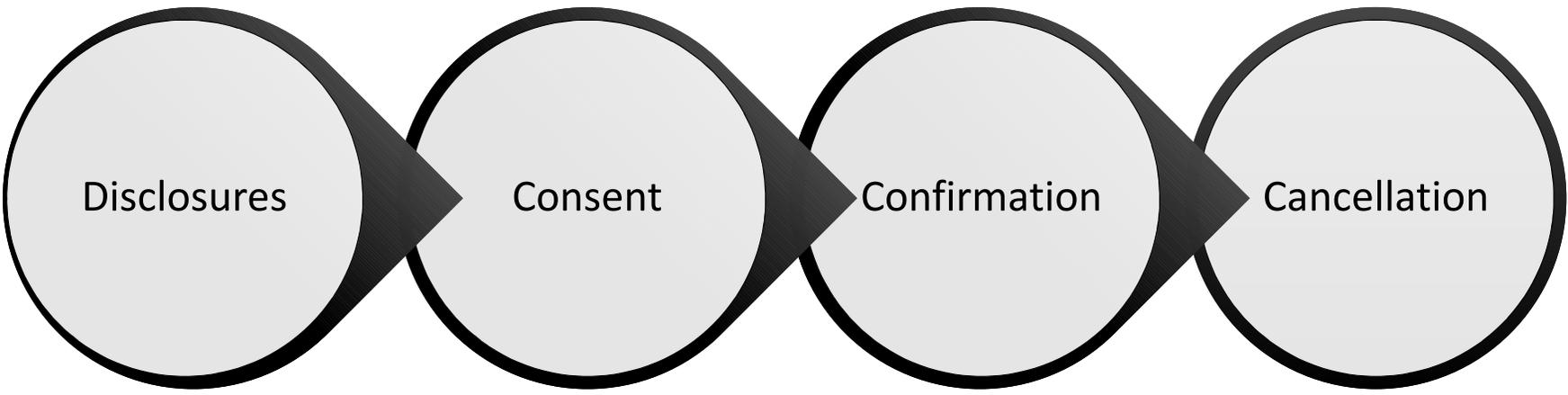
1. Start with a misleading "risk-free" trial offer.
2. Add a hefty undisclosed charge if consumers don't quickly cancel the "risk-free" trial.
3. Cook up an undisclosed automatic shipment program that sends consumers unordered merchandise.
4. Top with hard-to-follow upsells that add another layer of confusion.
5. Fold in illegal charges to consumers' credit or debit cards.
6. Freeze out people who try to stop the unauthorized shipments and charges.
7. Cover with straw owners to hide the defendants' activities.

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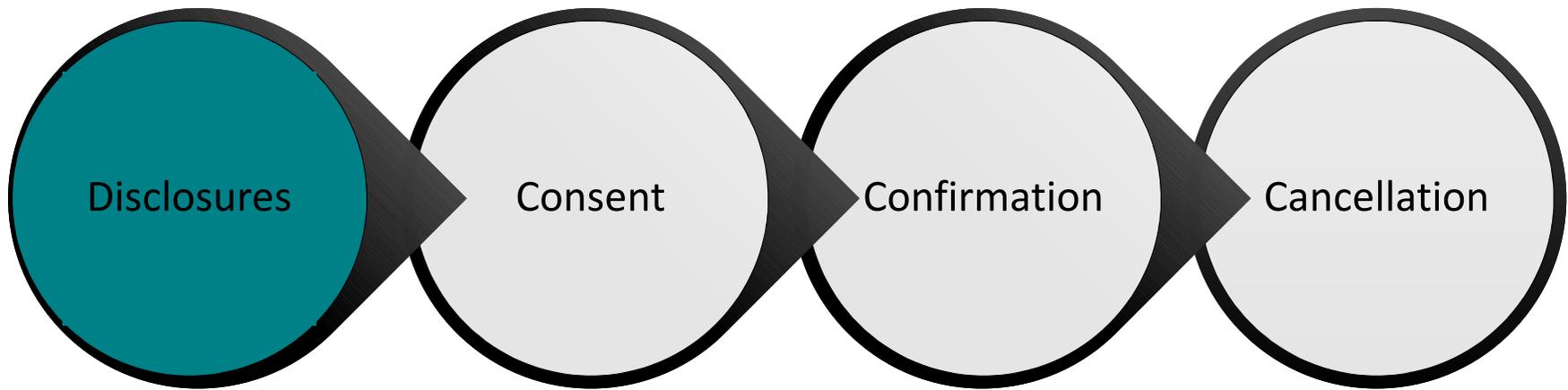


Subscription Enrollment Life Cycle

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Disclosures – Summary

- Pricing plans / program offers (length of term, price)
- For trial offers: When the trial ends, the price that will be charged after the trial ends; pricing changes once the trial ends
- The subscription agreement will continue until the consumer cancels
- The amount of recurring charges
- The length of the subscription term (e.g., monthly, annually, etc.)
- Minimum purchase obligation, if any
- The description of the cancellation policy that applies to the offer



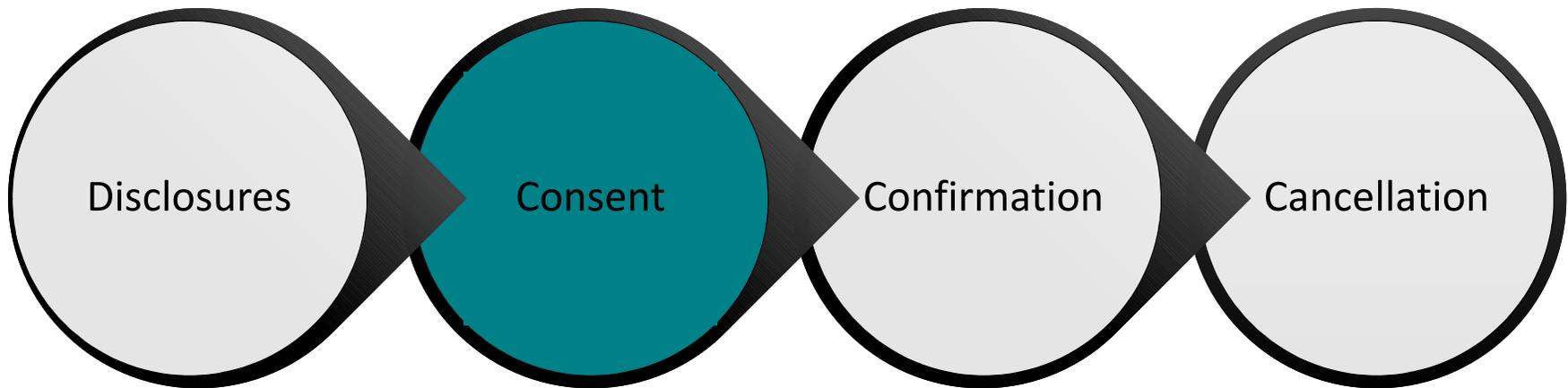
Additional Considerations

- Whether additional taxes or other fees apply to each payment
 - Disclose amount of approximate taxes when known; until then reference applicable tax.
Example: “\$19.95 (+ applicable tax) per month”
 - Disclose additional fees, when due, what they are for, etc.
- Disclosure of early termination fee, if any
 - Closely watched by FTC, subject to litigation
- Disclosure of reactivation fee, if any



How to Disclose

- Disclosures must be made:
 - In a “clear and conspicuous” manner before obtaining the consumer’s billing information
 - In visual proximity or, in the case of an offer conveyed by voice, in temporal proximity to the request for consent to the offer.
 - Not buried only in long-form Terms of Service
- Written disclosures (online or print): In a larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner that clearly calls attention to the language.
- Oral disclosures (telephone, in-person): In a volume and cadence sufficient to be readily audible and understandable.



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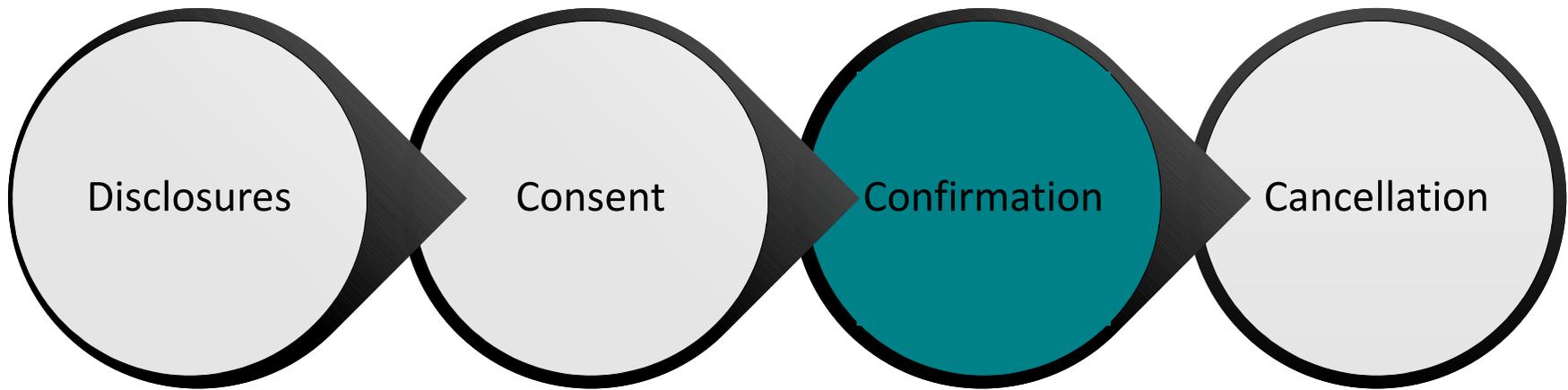
Consent Requirements

Must obtain the customer's affirmative, express informed consent before obtaining the consumer's credit card, debit card, bank account, or other financial account.

- Express consent: Must be the affirmative/explicit agreement of the consumer to enroll.
- Informed consent: Having been informed of the offer disclosures, the consumer provides informed consent.

Consent – How to Get It

- In an online sale, regulators have expressed a strong preference for a distinct method by which consumers can affirmatively accept the subscription offer
 - A check box that consumers must affirmatively check to indicate the offer is **preferred**.
 - An “I accept” or “I agree” button may be acceptable, depending on disclosure placement, page layout.
 - Disclosures and check box should not be muddled with other disclosures and request for consent (such as agreement to privacy policy terms, telemarketing consent, etc.).
- In the telemarketing or in-person context, “affirmative consent” likely requires that the sales rep explicitly ask for consent to the automatic renewal terms, as opposed to casually asking for an “OK” to a general description of the offer.
- ** New D.C. law applying to free trials requires additional notice and consent.



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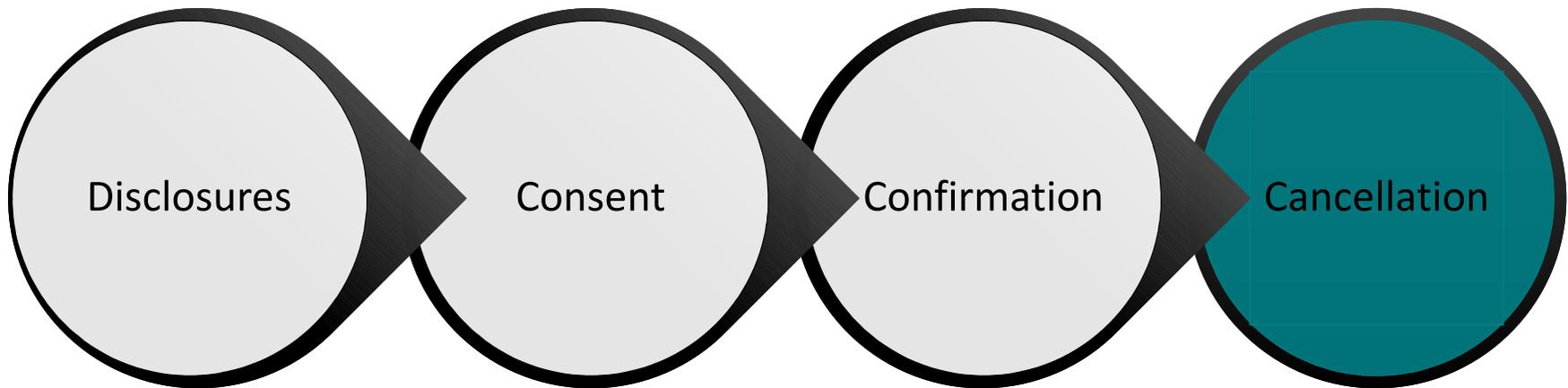
Confirmation / Order Acknowledgment

- Sending a written order confirmation (via email) repeating offer disclosures is required in California, Virginia.
- Best practice in all states.
- FTC requires it in consent orders with defendants.

California and Virginia law:

- Requires that merchants send an acknowledgment – “in a manner that is capable of being retained by the consumer” – that includes the offer terms, the cancellation policy, and information regarding how to cancel.
- If the offer includes a free gift or trial, the merchant also must disclose how to cancel and allow the consumer to cancel before the consumer pays for the “free” goods or services.

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Cancellation – FTC Standards

FTC standard (ROSCA):

- Must provide a simple mechanism for a consumer to stop recurring charges from being placed on the consumer's credit card, debit card, bank account, or other financial account.

Recent FTC settlement orders:

- If consumer enrolled online, mechanism must be accessible over the Internet or other web-based application; if over the phone, must provide a phone number and postal address.

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California Standard

California standard:

- Requires a toll-free telephone number, an email address, a postal address (if the seller directly bills the consumer), or another cost-effective, timely, and easy-to-use mechanism that the consumer can use to cancel.
 - This mechanism must be described in the offer acknowledgment.
- If a California consumer accepts an automatic renewal offer online, he or she must be allowed to cancel the offer exclusively online.
- California consumers who purchase an automatic renewal offer online are not *required* to cancel online, but must be given the option to do so, and cannot be required to do anything offline – e.g., call customer service or send a letter – in order to cancel such offer.

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Lessons from Law Enforcement

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ROSCA Enforcement

Recent focus of enforcement:

1. The marketer failed to disclose the terms and conditions of an auto-renew offer or failed to disclose the terms *adequately* under the “clear and conspicuous” standard.
2. Failure to adequately disclose how to stop recurring charges.



ROSCA Enforcement – Insufficient Disclosures

FTC v. Credit Bureau Center, LLC (Complaint filed January 10, 2017)

FTC alleged defendants charged consumers for credit monitoring service through a negative option feature while

- failing to clearly and conspicuously disclose all material terms of the transaction before obtaining billing information
- failing to obtain consumers' express informed consent before charging

FTC: Consumers expected to receive only a free credit report and did not expect to be enrolled in a credit monitoring program.

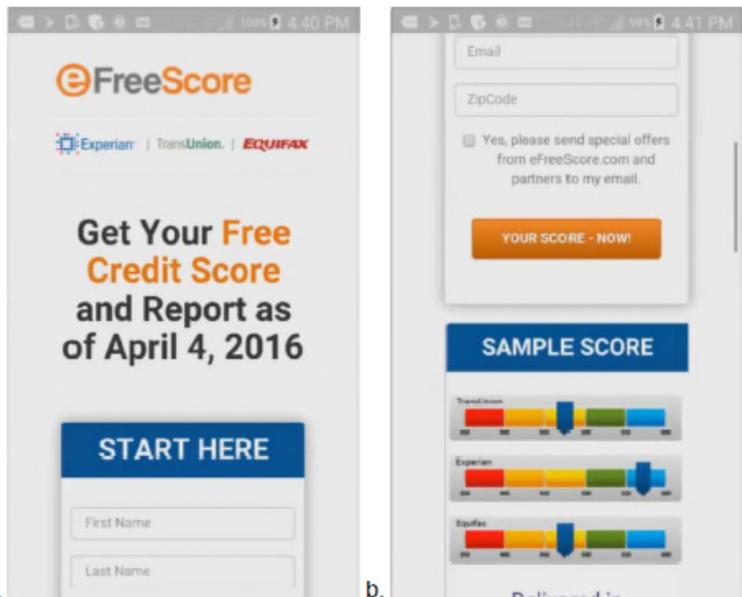
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The screenshot displays a website interface for obtaining a free credit score. At the top, it reads "Get Your Free Credit Score and Report as of December 21, 2016". Below this, there are three columns of information:

- Left Column:** "7-day trial ends Dec. 28, 2016".
- Middle Column:** "Monthly membership of \$29.94 automatically charged after trial".
- Right Column:** "For questions or to cancel, just call (800) 934-1908".

The main content area is divided into three sections:

- SAMPLE SCORE:** Shows three credit score ranges (TransUnion, Experian, Equifax) with color-coded bars and a blue arrow pointing to the right. Below this, it says "Delivered in Seconds".
- START HERE:** A form with input fields for "First Name", "Last Name", "Email", and "ZipCode". Below the fields is a checkbox labeled "Yes, please send special offers from eFreeScore.com and partners to my email." and a prominent orange button labeled "YOUR SCORE - NOW!".
- BENEFITS:** Two benefit boxes: "INSTANTLY access your credit score from TransUnion" and "SECURE online delivery for your convenience".



a.

b.

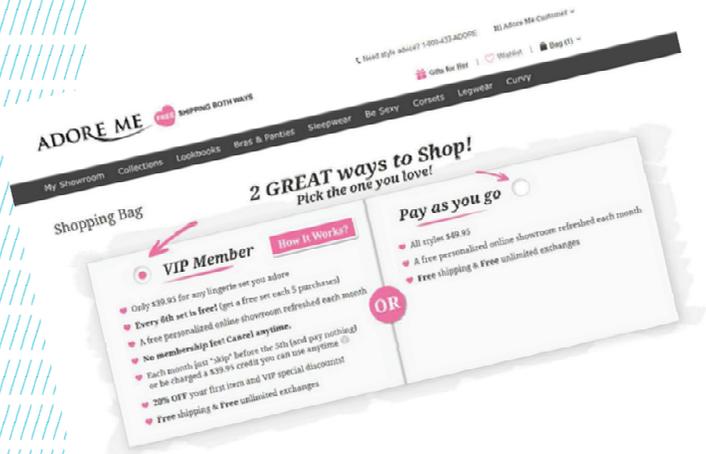
24. Nowhere does this page disclose that consumers attempting to obtain their “free” credit report and score, in order to tour the property they seek to rent, will be enrolled in an unrelated credit monitoring program, and charged \$29.94 monthly, unless and until they cancel the service.

(Complaint, *FTC v. Credit Bureau Center, LLC*)

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ROSCA Enforcement – Inadequate Cancellation Mechanism

- *FTC v. AdoreMe, Inc.* (December 2017)
 - Sales of apparel through membership program - \$39.95/month
- FTC alleged defendant failed to provide a simple cancellation mechanism:
 - Defendant created a “barrier to cancellation” by repeatedly declining to accept, process, or act on cancellation requests made by consumers by one means (e.g., phone) and directed them to make cancellation requests by other means (e.g., online).
 - Consumers who called had difficulty getting through; 11-32 minutes average wait times.
 - Drawn-out cancellation process – answer 5-question “Membership Quiz” online, navigate multiple web pages.
 - Declined to accept cancellations if consumers have orders in transit, or are on a “payment vacation.”
 - Advised consumers that they could cancel, but their store credit would not be refunded, thereby creating another barrier to cancellation.



FTC v. DIRECTV (2018)

Down, but not out

- FTC alleged failure to disclose, or disclose adequately, material terms of the offer, including:
 - The mandatory two-year agreement period, which carries an early cancellation fee, for the service.
 - The significantly higher price for programming packages during the mandatory second year of the consumer's agreement.
 - That consumers would be automatically enrolled in a negative-option continuity plan, with significant charges at the end of the three-month trial period.
 - That consumers must affirmatively cancel the negative-option continuity plan before the end of the trial period to avoid charges.
 - That defendants use consumers' credit or debit card information to charge consumers for the subscription.
 - The costs of the subscription plan.



DIRECTV

16 Based on its facial review of Exhibit 244, the Court finds that the net impression a
17 reasonable consumer would take away from this advertisement is that a promotional price applies
18 for 12 months, that a 24-month agreement is required, that an early cancellation fee of \$20 per
19 month will apply if the customer cancels before the end of the 24-month period, that services will
20 continue at the end of any promotional period at the then-applicable regular rate unless the
21 customer contacts DIRECTV to change the services, and that the customer needs to call a toll-free
22 number or go to DIRECTV's website to subscribe. These provisions are adequately disclosed
23 throughout the advertisement, and while the ad contains a substantial amount of information, a
24 reasonable consumer would understand that this is because subscription satellite television service
25 is a complex product with a number of options for price, level of service, package features and
26 other components. See Tr. Vol. 2 at 308:16–309:7 (subscribing to satellite television services
27 involves a large “number of different tradeoffs and decisions that need to be made,” making



BUT the court did not grant summary judgment on ROSCA allegations related to DIRECTV's website practices.

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State Law Enforcement

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People of the State of California v. Dropbox, Inc.

(May 15, 2018)

- Lawsuit and settlement filed by Alameda County District Attorney and the district attorneys of San Francisco, Sonoma, and San Diego counties
- Alleged violations of California law by failing to present automatic renewal offer terms in a clear and conspicuous manner before the purchasing agreement was fulfilled and in visual proximity to the request for consent
- Also alleged unfair, deceptive, or misleading advertising by failing to disclose “Dropbox Pro” service was intended for business use and not personal use
- Settlement included injunctive relief for future compliance of automatic renewal law, a requirement to provide email notice of upcoming charges (for services having a renewal period longer than 1 year), payment of a \$500,000 restitution fund, and \$1.7 million in civil penalties

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Class Actions

- Class actions filed against Blizzard Entertainment (World of Warcraft), SeaWorld, Tinder, Birchbox, and many more.
- Lawsuits brought under state automatic renewal statutes and under states' general consumer protection laws.



District of Columbia Automatic Renewal Law

- Effective March 26, 2019
 - Clearly and conspicuously disclose terms and cancellation procedure.
 - If initial term is more than 12 months and renews for a term of one month or more:
 - Must send notifications at the end of the first year and annually thereafter (by mail, email, text), which must include:
 - Contract will renew unless cancelled;
 - Cost of renewal;
 - Deadline to cancel;
 - Methods to cancel.
 - If a company offers free trials to customers with a trial term of 30 days or more that convert to a paid subscription with a renewal term of one month or more, the company must:
 - (1) Notify the customer between one and seven days before the trial period ends that the contract will automatically renew, and
 - (2) Obtain the customer’s affirmative consent to the automatic renewal before charging the customer.

This consent must be obtained even if the company has already obtained the consumer’s affirmative consent to the free trial.



Vermont Automatic Renewal Law

- Applies to contracts between a consumer and a seller or a lessor with an initial term of one year or longer that renews for a subsequent term that is longer than one month.
- The contract must state clearly and conspicuously the terms of the automatic renewal provision in plain, unambiguous language in **bold-face type**.
- In addition to accepting the contract, the consumer takes an affirmative action to opt in to the automatic renewal provision.
- Within 30 to 60 days of (1) auto-renewal date, (2) termination date, or (3) last day to cancel, whichever is earlier, company must provide:
 - Termination date;
 - Statement that the contract will renew automatically;
 - Length of renewal period;
 - Cancellation method;
 - Contact info of seller.

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Virginia Automatic Renewal Law

- Similar to California automatic renewal law (pre-July 2018 updates)
 - Must disclose automatic renewal offer terms clearly and conspicuously
 - Must obtain consumer’s affirmative consent to the automatic renewal terms prior to charging the consumer
 - Must provide an acknowledgment (order confirmation) with the offer terms, cancellation policy, and information about how to cancel
- Private right of action
- Beginning of a trend?

State Actions Under General Consumer Protection Laws

- December 2014 Multi-State Settlement involving Sirius XM Radio, Inc.
 - Agreed to pay \$3.8 million to Ohio and 43 other states, plus restitution to eligible consumers
 - Settlement terms:
 - Clearly and conspicuously disclose all terms and conditions at the point of sale, including billing frequency, term length, automatic renewal dates, and cancellation policy
 - Provide advance notice via mail or email about upcoming automatic renewals for plans lasting longer than six months
 - Revise cancellation procedures to make it easier for consumers to cancel
 - Prohibit incentive compensation for customer service representatives based solely on retaining current customers who attempt to cancel
- 2018 New York Settlement with AdoreMe (after AdoreMe's FTC settlement)
 - Agreed to pay \$300,000 in penalties, fees, and costs and up to an additional \$63,000 in consumer restitution
 - Provisions addressing disclosures, consent, and cancellation
 - Ceasing to charge consumers enrolled in its VIP Membership Program who have accumulated twelve (12) months of store credit

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Payment Processing Considerations

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FTC “High Risk” Merchant Categories (unofficial list)

- Cryptocurrency
- Discount buying clubs
- Foreclosure protection or guarantees
- Lottery sales or sweepstakes
- Medical discount benefits packages including discount medical cards
- Multi-level marketing distribution
- Nutraceuticals
- Penny auctions
- Real estate seminars and training programs
- Computer technical support services
- Goods or services with negative option features (trial offers; subscriptions)
- Money-making opportunities
- Credit repair
- Credit card protection
- Identity theft protection
- Debt collection, debt counseling, debt settlement, or debt consolidation
- Mortgage or loan modification
- Government grants
- Timeshare resale
- Telemarketing
- Mastercard / Visa Registered High Risk
- MATCH-listed merchants

Processing Issues



- Merchant Category Code (MCC) 5968 – Direct Marketing – Continuity/Subscription Merchant
- May be subject to higher chargeback and refund request
 - Higher financial risk of loss to banks, processors
 - Heightened reputational risk
 - Heightened risk of allegations that processor “assisted and facilitated” transactions with consumers that were unfair or deceptive
- Processors conduct heightened due diligence, stricter underwriting
- Processing volume limitations may be imposed
- Processor may require attestation of compliance counsel

Unlawful Practices (FTC Cases)

Credit Card Laundering

Processing a transaction that is not the result of a sale between the cardholder and the merchant of record

Shell Companies and Straw Owners

Created for the purpose of obtaining an account when the true principal or business entity would not be approved

Multiple MIDs

Opened for the purpose of having multiple processing accounts to send through sales transactions based on deceptive or fraudulent marketing practices

Load Balancing

Spreading sales transactions among multiple accounts in order to artificially lower chargeback ratios monitored by processors and card brands

Dummy Websites

Submitting for underwriting a web page from which sales are not actually conducted

Dummy
Checkout
Page

SKIN AGELESS TODAY

Facial Cream

PRODUCT	PRICE
 Skin Ageless Today	\$0.00
Subtotal:	\$0.00
Shipping and handling:	\$4.95
TOTAL:	\$4.95

Your order will arrive around **December 14, 2015**

GET YOUR SAMPLE TRIAL TODAY

By clicking RUSH MY ORDER we're giving you a trial jar for only \$4.95 today, and then you have 15 days (11 days plus 4 days for shipping) from the date you place your order with us to evaluate the product. If you are unhappy with the product at any time during those 15 days, you must call or email us to cancel your trial offer. If you are satisfied with our product, do nothing and we will bill you \$97.81 for the product you received and every thirty (30) days thereafter \$97.81 for a full months supply (free S&H). Cancel anytime by phone by calling 1-800-897-5861.

FINAL STEP

PAYMENT INFORMATION

Pay with a Credit or Debit Card

We Accept:   

Payment Type:

Card No:

Exp. Date:

CVV: [What's This?](#)

Yes! I am over 18 years old and I agree to the [Terms & Conditions](#) and [Privacy Policy](#) which detail a \$97.81 per month autoship program after your 15 day trial (11 days plus 4 days for shipping) expires. Call anytime to cancel.

RUSH MY ORDER

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Actual
Checkout
Page

 13 others are viewing this offer right now - 04:49

Great Job! You are taking your first step towards a better skin. Act now so you do not miss out on this offer!

Current Availability: **LOW STOCK.** Sell-out Risk: **HIGH**

Your order is scheduled to arrive by **May 30 2016**



Vita Luminance
Anti Wrinkle Firming Cream
30ml - 30 Day Supply

Price **\$0.00**

Shipping & Handling: \$4.95

TOTAL \$4.95

 **UNITED STATES POSTAL SERVICE** Please allow 3-4 days for delivery

   **UNITED STATES POSTAL SERVICE**

CONFIRM YOUR EXCLUSIVE TRIAL NOW!
LIMITED QUANTITIES AVAILABLE

Initially, just pay \$4.95 for S&H today to fully evaluate Vita Luminance Cream for 14 days. We know that you'll love your smooth, wrinkle free skin. You will receive your product within 5 business days.

FINAL STEP PAYMENT INFORMATION



Card Type:

Credit Card #:

Exp. Date:

CW2: [What is this?](#)

 Secure 256 Bit Encrypted Connection

COMPLETE CHECKOUT

MasterCard
SecureCode. **Verified by**
VISA

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FTC v. F9 Advertising (filed Feb. 28, 2019)

DEFENDANTS EVADED DETECTION THROUGH A MAZE OF LLCs, CREDIT CARD LAUNDERING, AND FAKE WEBSITES

70. Defendant Pai lied to payment processing entities and banks about who owned his LLCs in order to acquire merchant accounts needed to process credit and debit card sales from his product websites.

71. In merchant applications, Pai identified other individuals as the owners of the LLCs he in fact owned and controlled.

72. By doing so, Pai shielded himself from consumer complaints and chargeback disputes related to sales processed through his LLCs' merchant accounts, thereby evading detection from consumers, financial institutions, and law enforcement.

What Does Law Enforcement Look For?

- Making false statements to obtain payment processing services
 - About geographic location, name, identity, or corporate form of merchant
- Failing to disclose to processing partners (banks, ISOs, etc.) material information about a merchant account, such as:
 - the identity of any owner, manager, director, or officer of the applicant for or holder of a merchant account, and
 - any connection between an owner, manager, director, or officer of the applicant and a person who was previously terminated (due to chargebacks, fraud, questionable merchant status, merchant collusion, illegal transactions, or identity theft)
- Using tactics to avoid fraud and risk-monitoring programs
 - Load-balancing sales transaction volume among multiple merchant accounts or merchant billing descriptors;
 - Splitting a single sales transaction into multiple smaller transactions; or
 - Using a shell company to apply for a merchant account.

Criminal Law Enforcement

- Department of Justice, U.S. Postal Inspection Service, Department of Treasury's Office of Foreign Assets Control (OFAC)
 - Conspiracy
 - False Statements to a Bank
 - Wire Fraud
 - Bank Fraud
 - Participating in Fraudulent Banking Activities
 - Conspiracy to Commit Money Laundering
 - Money Laundering
- Grand jury subpoenas
- PacNet Case (September 2016)
 - Designated as a significant transnational criminal organization (TCO) for processing for fraudulent/criminal direct mail scheme



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Payment Network Requirements

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Card Network Mandate for Stored Credentials

- Card brand rules for use of stored credentials and recurring transactions by merchants and their agents
- Rolled out by Visa and Mastercard in 2018
- Govern disclosure, processing, cancellation, and refunds
- Applies to:
 - Recurring Payments (subscriptions, automatic billing)
 - Installment Payments
 - Unscheduled Merchant-Initiated Payments (products automatically shipped when certain conditions are met)
 - Unscheduled Customer-Initiated Payments (one-click shopping)

Stored Credentials – Visa Requirements

When entering into first sale:

Disclose clearly and conspicuously and obtain consent to the following terms:

- ✓ A truncated version of the Stored Credential (for example: last 4 digits of the account number)
- ✓ How the cardholder will be notified of any changes to the agreement
- ✓ How the Stored Credential will be used
- ✓ The expiration date of the agreement, if applicable

Before processing recurring sale:

- Obtain cardholder's express informed consent to the following:
 - ✓ The transaction amount (including all associated taxes and charges) or a description of how the transaction amount will be determined
 - ✓ The transaction currency
 - ✓ Cancellation and refund policies
 - ✓ The location of the merchant outlet
 - ✓ The fixed dates or intervals on which the transactions will be processed

New Mastercard Standards – Negative Option

- Effective April 12, 2019
- Applies to non-face-to-face transactions for subscriptions to receive **physical products** (cosmetics, healthcare products, vitamins, etc.).
- Merchant must be registered with MasterCard.
- Billing descriptor must contain URL.
- Same descriptor/URL must be used consistently.
- Acquirers (banks, processors) must verify compliance with all applicable laws and regulations.
- Acquirers must monitor for multiple MIDs.



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New Mastercard Standards (Continued)

- Trial offers:
 - Once trial period expires, seller must provide disclosures and obtain explicit consent before charging the consumer again.
 - Free trial starts when product received.
 - Send confirmation once free trial cancelled.
- Receipt must be sent after every billing attempt.
- Provide clear process for cancelling and direct link to online cancellation procedure.

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Revised Standards—High-Risk Negative Option Billing Merchant Requirements

Mastercard is revising the Standards announced in the article "AN 2202—Revised Standards—High-Risk Negative Option Billing Merchant Requirements."

Overview of Revised Standards

Customers should review the revisions to the publication(s) in this document and make appropriate plans to support the revised Standards.

Effective Date	Changes to Standards in...	Will be Published in...
12 April 2019	<i>IPM Clearing Formats</i>	Chapter 7—Data Element Definitions Chapter 8—Private Data Subelement Definitions



Questions?

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Save the Date

June 6, 2019 – 8:00 AM – 5:30 PM, Reception to follow

Payments Law and Regulation Forum, Presented by Venable LLP and MAC

<https://connect.venable.com/26/1612/landing-pages/rsvp-form.asp?sid=07c1d1cb-5833-48ff-ac70-13ef6b5b4fa4>

June 13, 2019 – 2:00 PM – 3:00 PM

Protect Your Halo Effect: How to Properly Message and Structure Your Company's Cause Marketing and Prize Promotion Campaigns, With Venable's Melissa Steinman & Cristina Vessels

<https://www.venable.com/insights/events/2019/06/protect-your-halo-effect-how-to-properly-message>

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