

## Third Circuit Rules FACT Act Prohibits Printing Partial Expiration Dates On Receipts

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The Third Circuit recently ruled that Tommy Hilfiger U.S.A., Inc. had violated the Fair and Accurate Transactions Act (“FACT Act”) by printing the month that the credit card expires (but not the year). The FACT Act provides that merchants who accept credit or debit cards shall not print the “expiration date” of the cards upon any receipt provided to the cardholder at the point of sale. Although the term expiration date was not defined in the statute, Tommy Hilfiger argued that it refers to the date on which the credit or debit card ceases to be valid, thus requiring a simultaneous coexistence of both the month and the year. As such, merely printing “April” or “04” should not constitute a violation of the FACT Act, according to Tommy Hilfiger. The court disagreed, concluding that the FACT Act prohibits merchants from printing the numbers in that field, even if only a part or portion of those numbers are shown. In reaching its conclusion, the court noted that Congress had specifically indicated that retailers could print partial credit card numbers, but it did not mention anything about partial expiration dates. The class action was nevertheless dismissed, as it alleged willful violations of the Act, and the court did not find that Tommy Hilfiger had acted willfully.

**TIP: This case suggests that merchants, when printing receipts that fall under the restrictions of the FACT Act, should not include even partial expiration dates.**

1 Min Read

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