

Online Terms Found Sufficiently Clear To Enroll Customers In Membership Program

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In *Botts v. VistaPrint USA Inc.*, the U.S. Court of Appeals for the Fifth Circuit affirmed the District Court's decision that VistaPrint's online disclosures of its rewards membership and membership programs were not deceptive as a matter of law. The plaintiffs alleged that they were tricked into enrolling in certain membership programs after making purchases and accepting a cash reward. The terms of the membership program were contained in a box located immediately beside the survey required for enrollment. The terms stated that "The membership fee of \$14.95 per month will be charged/debited by *VistaPrint Rewards* to the credit/debit card you used today," and required the user to enter their email address and click a button labeled "yes." The terms further indicated that the consumer would incur the charge if they did not cancel within 30 days. The District Court found that the "language is clear and easily understandable by anyone capable of making an online purchase of business cards." The Fifth Circuit affirmed the dismissal of the complaint and the conclusion that the defendant's webpages were not deceptive as a matter of law because they contained sufficient disclosures.

TIP: Membership programs have been under considerable scrutiny by regulators and plaintiffs' attorneys. As such, take care to provide clear, conspicuous, and easily understandable disclosures of all relevant terms when offering to enroll a consumer in a membership or continuity program.

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