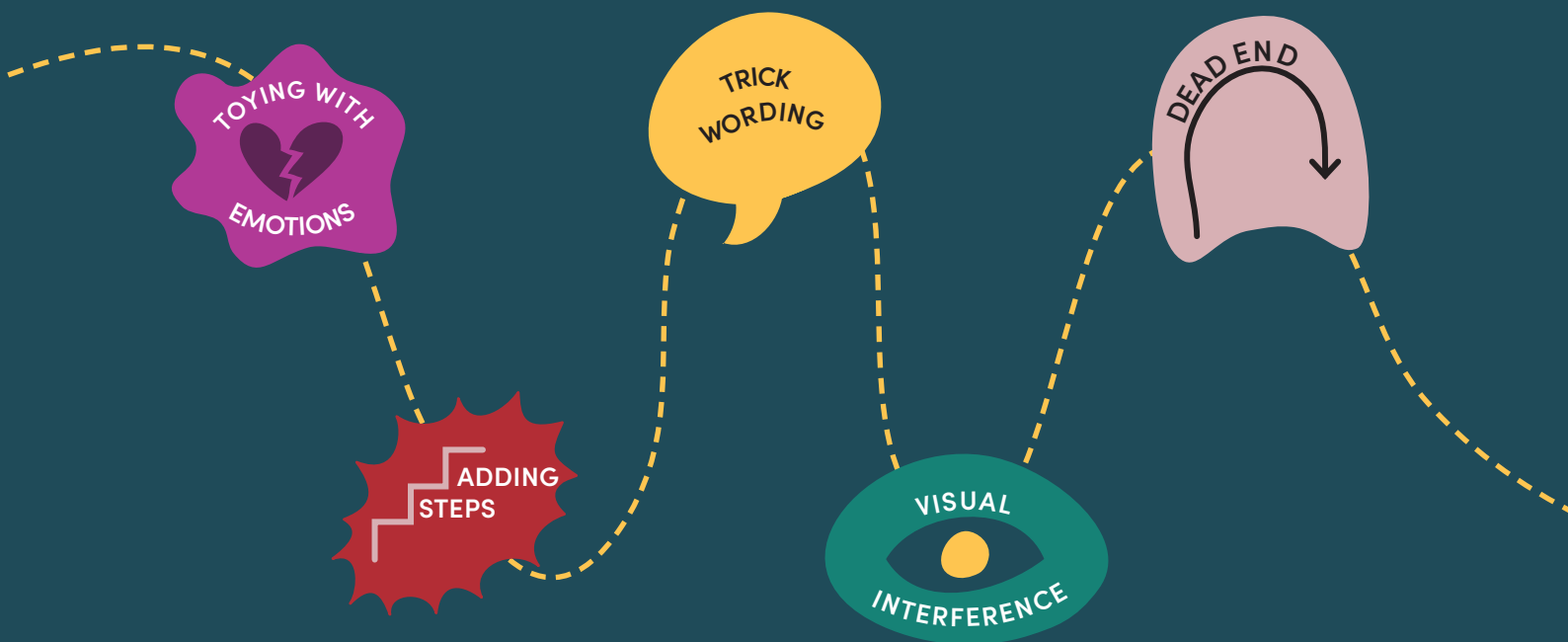


REPORT 2024

Are you sure you want to leave us?

Deceptive design patterns in the cancellation processes of 20 digital services in Sweden



Note: This is a translation of the Swedish report "Vill du verkligen lämna oss? (2024)". The text was machine translated, edited for clarity and fact-checked by the original authors.

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INTRODUCTION

In the autumn of 2024, the Swedish Consumers' Association reviewed how easy or difficult it is to cancel the subscriptions of 20 digital entertainment and news services. The results show that deceptive design patterns appear in all services to varying degrees. This involves deceptive designs in the shape of superfluous steps, confusing visual elements and, in some cases, the cancellation function itself being hidden or missing altogether. In light of this, the Swedish Consumers' Association argues for strengthening consumer protections related to digital subscriptions.

The Swedish Consumers' Association proposes the following measures:

- 1) Introduce explicit requirements for simple cancellations in the Act on Distance Contracts.
- 2) Require explicit consent for transitions from free to paid subscriptions.
- 3) Require digital services to notify consumers of unused subscriptions and require consent for renewal.

Why it matters to consumers

At present, a majority (70 percent) of Swedish households subscribe to at least one paid video streaming service,¹ and approximately 33 percent have access to four or more services.² The share of consumers with access to a digital morning newspaper subscription is 40 percent, while eight percent of households have access to the premium services of evening papers.³ When it comes to books, 25 percent of consumers have access to an audiobook service.⁴

In other words, digital entertainment and news services are commonplace in the budgets of most households. According to a survey from Orvesto Konsument, the average household's spending on the categories included in this report amounts to 403 SEK (35 EUR) per month or 4 836 SEK (420 EUR) annually.⁵

In a survey conducted as part of the EU Commission's Digital Fairness Fitness Check, 52% of Swedish consumers reported experiencing difficulties when cancelling digital subscriptions.⁶ The figure is significantly higher than in other surveyed EU countries, where results ranged from 33 to 43 percent. The survey also shows that 37 percent of EU consumers frequently continue to pay for inactive subscriptions.⁷

Our report confirms these consumer experiences of digital services making it difficult to keep track of and cancel subscriptions.

A common business practice of newspaper and audiobook providers is to offer trial subscriptions that automatically transition to regular-priced ones without notice. What initially appears to be a free gift may therefore become significantly more expensive if the consumer does not monitor the offer's expiration date – and fails to cancel it.

A distinguishing feature of streaming services is that popular content is generally exclusive to a single provider. This means that consumers who want to keep up with popular tv-shows often need to subscribe to multiple services at a time. The last couple of years, a recurring financial advice aimed at consumers has been to cancel inactive subscriptions, but this is clearly easier said than done.

Difficult cancellation processes affect millions of Swedish (and European) consumers, who spend a lot of money on digital media subscriptions. Beyond the economic consequences, companies' deceptive design patterns cause consumers to lose valuable time rather spent elsewhere.

Deceptive Design

Deceptive design (or dark patterns) is a term used to describe the tricks companies employ at user interface level to deceive consumers into making decisions that benefit the company at the consumer's expense.⁸ This includes pre-ticked options that lead to unwanted subscriptions, fake countdown timers, and unnecessarily complicated privacy settings.⁹

All digital services are subject to an interface design. The goal of interface design is at best to create useful, aesthetically pleasing and accessible ways to interact with websites and apps.¹⁰ It should be easy to find information and to make the service do what you want it to do. Contrary to this, deceptive design manipulates users into making decisions that do not align with their own desires and preferences.¹¹

When apps or websites are designed to mislead and make it difficult to cancel a subscription it is referred to as a 'roach motel'. The term describes interfaces that make it easy to sign up for a service but hard to cancel. We elaborate on this and additional forms of deceptive designs in the methodology chapter.

THE SWEDISH LEGAL CONTEXT

The following chapter outlines relevant regulatory frameworks and laws in relation to cancellations of digital services and deceptive design.

To summarise, there are plenty of legal requirements concerning what may be stated in a contract, but no explicit rules concerning the cancellation process. This does not grant companies the right to make the process overly difficult, but it does mean that assessments must be made on a case-by-case basis, which complicates the efforts of enforcement authorities.

The chapter concludes with an overview of other countries that have introduced stricter cancellation rules.

Contract Terms and Cancellations

A subscription is essentially a form of contract. The framework regulating the structure of a contract is made up of several laws. If the contract is concluded remotely, when someone signs up for a service online for instance, it is considered a so-called distance contract. There are specific rules regulating such contracts.

There are several mandatory and clear requirements regarding the information that must be provided before and after a contract is concluded. The way this information should be provided is also regulated. There are, however, almost no explicit requirements for how a cancellation process should be designed.

The Swedish *law for distance contracts* requires companies to provide consumers with information before the contract is concluded, including contact details, pricing, duration, the right of withdrawal and terms of cancellation.¹² This information must be presented clearly and intelligibly, with special consideration given to the needs of minors and other particularly vulnerable persons.¹³ Moreover, the information needs to be properly adjusted to suit the communication medium used, such as the screen of a smartphone.¹⁴ Several details are mandatory, including terms of cancellation, right of withdrawal, and duration of the contract.¹⁵ Therefore, companies cannot claim a lack of screen space as an excuse for omitting relevant information.

In contrast to this, the cancellation process is relatively free of mandatory requirements. An illustrative example is the lack of requirements regarding how a notice of cancellation may be communicated. In fact, a 2002 ruling from the Swedish Market Court had to clarify that a company cannot force a consumer to terminate an agreement in writing.¹⁶

The absence of mandatory rules does not, however, imply that companies are free to make it difficult for consumers to cancel contracts. Guidelines from the European Commission state that, as a guiding principle, it should be just as easy to cancel a service as it is to sign up for it.¹⁷ This is based on the EU directive on unfair commercial practices (UCPD), which is implemented into Swedish law through the Marketing Act.¹⁸ According to the Marketing Act, aggressive forms of marketing is prohibited. This includes marketing that involves coercion, harassment, or other forms of pressure. The assessment of what constitutes aggressive marketing should especially consider whether the company uses “onerous or disproportionate non-contractual barriers”, for example, when a consumer

wishes to terminate said contract.¹⁹ In other words, cancelling a contract (e.g. a subscription) should not be unnecessarily complicated.

A related provision can be found in the new EU Digital Services Act (DSA). It explicitly highlights that making it more difficult to terminate a service than to sign up for it is a type of misleading interface that distorts users' ability to make informed decisions.²⁰ This provision, however, applies only to online platforms and is therefore generally not applicable to the newspaper, audiobook, and video streaming services we have reviewed in this report.

Due to upcoming amendments to EU legislation, the Swedish law on distance contracts will, starting in 2026, require companies to implement an online feature allowing consumers to exercise their right of withdrawal for contracts entered online.²¹ This so-called cancellation button must be easily accessible and clearly visible to consumers.

However, the right of withdrawal should not be confused with regular contract cancellations or the three-year legal guarantee under the Swedish Consumer Sales Act (which allows consumers to cancel contracts if the service is defective).²² The right of withdrawal gives consumers the right to withdraw from a distance contract within 14 days from the date of signing.

The right of withdrawal is waivable if the service involves digital content and the consumer agrees that the provision of the service starts immediately.²³ Unlike digital content in the form of a single movie or a music album, the right of withdrawal cannot be fully waived for contracts concerning digital services that supply content on a continuous basis, such as streaming services.²⁴

Free trials and Contract Renewals

Another issue associated with digital media subscriptions, is trial subscriptions that are automatically converted into regular paid subscriptions. In Sweden, there are no requirements for companies to notify consumers that a trial offer is about to be converted into a regular subscription. This holds true provided the consumer was clearly informed of the automatic conversion before signing the contract.²⁵

In Sweden, contracts that can be terminated within three months do not require the seller to send a notice before renewal. Contracts that take longer than three months to terminate do require the company to provide written notice a minimum of one month in advance of when the contract needs to be cancelled to avoid renewal.²⁶ In both cases, cancelling the contract is still up to the consumer.

Deceptive Design

Deceptive design is the term used for the often visual trickery used by companies to prompt consumers to make decisions that benefit the company at the consumer's expense.²⁷ A useful distinction to aid comprehension is that whereas traditional marketing aims at influencing the consumer's preferences, deceptive design aims to mislead the consumer into acting a certain way irrespective of what the consumer's preferences are.

In everyday terms, marketing (as in the Swedish *Marketing Act*) is strongly associated with newspaper ads and TV commercials, but in a legal context the definition is much broader.

In short, marketing involves almost anything a seller does or chooses not to do. Including before, during or after the sale of a product.²⁸

The Unfair Commercial Practices Directive prohibits commercial practices that are contrary to the requirements of professional diligence or is aggressive or misleading, insofar as it appreciably impairs the consumer's ability to make an informed transactional decision. Such practices are deemed an unfair.

The legal requirements of the directive are generally applied on a case-by-case basis. This means that a certain commercial practice may be legal in one context, but illegal in another. The main element in such an assessment looks at whether the marketing is likely to impair the so-called average consumer's ability to make an informed decision.²⁹ The assessments can therefore vary due to the concept of average consumer not having a static definition. Rather, it is constructed based on the intended and actual target group of the commercial practice being assessed.³⁰

Legal assessments also need to consider that certain groups of consumers are deemed particularly vulnerable, and as such are ensured a higher level of protection.³¹ These groups include children, persons with cognitive disabilities and the elderly. In its 2021 guidance to the directive, the European Commission explains that the concept of vulnerability is not limited to the characteristics explicitly stated in the legislation, but that it is context-dependent and multidimensional.³² For instance, someone with limited internet experience may encounter a particular marketing practice in a brick-and-mortar store with no issue, but be vulnerable to the same practice when encountering it online.

However, the concept of vulnerability only has legal bearing in instances when a company can reasonably foresee that the marketing will cause a distortion of the consumer's behaviour.³³ Because of this, companies do not, beyond what is reasonable, have to adapt their marketing to hypothetically vulnerable consumers who may not exist, or otherwise make up a very small number of those in-fact encountering the commercial practice.

Transactional decision is broadly defined

In addition to deciding whether to buy a product, a transactional decision can be deciding to enter a store, to click on a link to an offer, to withdraw or cancel a contract, to spend more time online for a booking process, or to continue scrolling through a service.³⁴

Besides the prohibitions of practices that are aggressive, misleading or contrary to professional diligence, the UCPD is supplemented with an annex of 31 commercial practices that are unfair in any circumstance.³⁵ In other words, no case-by-case evaluation is required to assess whether the commercial practices on the list are unfair.

To mention a few, there are prohibitions against falsely stating that a product will only be available for a limited time (point 7), publishing false reviews (point 23 b) and to aim direct exhortations to children to buy something or encouraging them to persuade their parents to do so (point 28).

When companies use deceptive design patterns to hide information, waste consumers' time, or prompt them to act against their own preferences, their practices are likely unlawful under the UCPD. However, because deceptive design patterns are not explicitly listed in the annex, each case requires careful and time-consuming assessment.

GDPR, DMA and the DSA

The processing of personal data is regulated in the EU's General Data Protection Regulation, GDPR.³⁶ With regards to deceptive design patterns, the regulation contains several relevant provisions.³⁷ Among other requirements, consumers are to be clearly informed about the purpose of the processing and that consent to processing is ensured to be voluntary. Moreover, there is an overarching principle of data minimisation, which implies that no more personal data than necessary should be collected. And finally, the regulation requires that actors collecting personal data ensure that consumers are given the greatest possible autonomy in how their data is used, implying so-called privacy by default and design.³⁸ For example, the default privacy settings in apps and websites should not lead to excessive processing of personal data, and collection of precise location data should not be pre-ticked.

In other words, companies that use deceptive design patterns to make it difficult to manage privacy settings and to decline sharing personal data may be in breach of the GDPR.

As previously stated, the EU's Digital Services Act (DSA) contains a provision that targets deceptive design patterns. However, article 25 on interface design and organisation only applies to online platforms, and only in cases where neither the UCPD nor the GDPR are applicable.³⁹ It is therefore difficult to say whether the provision will have any major implications.

The EU Digital Markets Act (DMA) also addresses the issue of deceptive design patterns. The act explicitly prohibits attempts to circumvent its provisions by subverting the autonomy of end-users, including by presenting choices in a non-neutral manner.⁴⁰

Finally, the EU's new accessibility directive, set to come into force in the summer of 2025, also relates to deceptive design. The directive, its provisions also extending to media services, requires that the interface of apps and websites must be perceivable, operable, understandable and robust.⁴¹ Essentially requiring the opposite of deceptive design patterns.

Legislative innovations in other countries

In Germany, a law introduced in 2022 requires companies to provide a dedicated button on websites for cancellations of subscriptions.⁴² This function must be easy to locate, require no more than two clicks, and not depend on an additional log-in action.⁴³

France followed in 2023 with a similar law mandating that a cancellation button must be available not only on the website, but also within a company's app if there is one.⁴⁴ The law stipulates that certain contractual information must be presented to the consumer and that the cancellation process may not require more than three clicks.

In May 2024, the UK enacted a law requiring businesses to allow consumers to terminate contracts in a straightforward manner, without having to take steps that are not reasonably necessary.⁴⁵ If the contract was entered into online, it must also be possible to terminate online, with clear instructions located where consumers seeking to end the contract are likely to find them.

The United States has also announced new rules related to contract cancellations, introducing a so-called click to cancel rule.⁴⁶ The rule require that contracts entered into

online must also be possible to terminate online. The rules stop short of detailed procedural requirements and instead focus on upholding a general principle of making it as easy to cancel a contract as it is to enter it.

CANCELLING 20 SUBSCRIPTION SERVICES

To examine the extent to which Swedish consumers encounter deceptive design patterns when attempting to cancel a subscription, the Swedish Consumers' Association has reviewed the cancellation processes of 20 digital subscription services on the Swedish market. The review focuses primarily on the services' use of deceptive design, but the cancellation process is also discussed more broadly in terms of accessibility and comprehensibility.

Previous reports

In 2021, the Norwegian Consumer Council published a report on how Amazon makes it unreasonably difficult for consumers to cancel their Amazon Prime service.⁴⁷ The report prompted the European Commission and the EU Consumer Protection Cooperation Network (CPC) to force Amazon to simplify its cancellation process.⁴⁸

In Sweden, the Swedish Consumer Agency (Konsumentverket) has previously published a report on deceptive design patterns,⁴⁹ but there is a lack of comprehensive investigations into how the phenomenon manifests in practice on the Swedish market. The Consumer Agency has also researched shortcomings in the accessibility of Swedish companies' customer service. In 2021 and 2022, complaints centring on customer service totalled 26 percent of all complaints against large businesses. The agency's findings listed problems of long delays before replying and businesses demanding consumers contact them through a certain medium.

In November 2024, the Swedish Consumer Agency's report resulted in the government instructing the agency to explore measures to simplify the public's access to companies' customer services. In its press release the government wrote that it "believes that it should be as easy to cancel as entering into a contract".

A positive example of user-focused research is the Swedish National Pensioners' Organisation (PRO) and Begripsam initiative "Digisen". In this project, elderly citizens evaluated digital services from a comprehensibility perspective with the aim of creating more accessible services. One of the project's conclusions was that many services are unnecessarily cumbersome to use.⁵⁰

In February 2023, the European Consumer Organisation BEUC (the Swedish Consumers' Association is a member) proposed a requirement for digital subscriptions to provide a digital cancellation feature.⁵¹ Moreover, the report also supports several new consumer rights proposals, including: 1) being reminded of inactive subscriptions, 2) not having to provide payment information for trial offers, and 3) the right to consent to free subscriptions being converted into paid subscriptions.

In 2024, the European Commission launched their digital fairness fitness check, a report evaluating the effectiveness of European consumer protection laws. One of the key issues identified in the report was digital subscriptions. A poll highlighted in the report revealed that 52% of Swedish consumers reported difficulties with digital cancellations.⁵²

Building on the above-mentioned work, we aim to contribute to a deeper understanding of deceptive design patterns on the Swedish market. This report focusing on the challenges associated with cancelling subscriptions.

Subscription management services

The operating systems of Apple and Google have built-in subscription management through their respective payment systems for in-app purchases – the App Store and Google Play. This means that a consumer who initiates a subscription within an app can manage this subscription on their mobile device, outside of the app linked to the subscription.

Previously, Apple and Google forced developers offering in-app subscriptions to use the built-in payment systems of the app stores, resulting in developers having to pay high fees to Apple or Google. Due to the EU's Digital Markets Act, Apple and Google are now required to allow companies to use alternative payment solutions.⁵³ Both Apple and Google have however faced criticism for insufficient compliance with the new regulations, particularly in relation to the warnings shown to consumers who opt for external payment systems.⁵⁴ Another dubious practice reported is that Apple does not allow developers to link alternative payment and subscriptions systems to their app if the app in any other way makes use of the App Stores built-in payment system.⁵⁵

During the making of this report, we have also observed indications that Apple's subscription manager favours its own free trial offers. Cancellations of external services take effect only after the trial period ends, whereas Apple's own services are terminated immediately, even when there are days remaining in the trial period. This increases the risk that consumers forget to cancel Apple's services before the free trial period expires.

Subscription managers are a convenient way to keep track of monthly expenses, but risk causing confusion if they fail to include all subscriptions a consumer has signed up for. For instance, many of the services reviewed in this report do not use the app stores' built-in payment systems, which means they do not appear in the operating systems' subscription managers.

Unfortunately, consumers' experiences with difficult cancellations have also enabled new forms of fraud. These involve paid services that offer to help consumers with cancellations but fail to cancel the subscriptions in question.⁵⁶

There are also legitimate providers offering subscription management and cancellation services, including banks and personal finance companies.⁵⁷ We have however not reviewed these services and want to emphasise that external systems should not be considered an excuse for companies violating consumer protection law.

Method

The material reviewed consists of data collected from a total of 20 subscription services divided into three categories:

Streaming services: Netflix, MAX, TV4 Play, Viaplay, Amazon Prime, SkyShowtime, Disney+, Apple TV+.

Audiobook services: Bokus play, Bookbeat, Storytel, Nextory.

Newspapers: Dagens Nyheter, Svenska Dagbladet, Aftonbladet, Expressen, Dagens Industri, ETC, Göteborgs-Posten, Sydsvenskan.

The selection of streaming services is based on reported reach in Sweden⁵⁸ and in addition includes the more recently launched SkyShowtime. Audiobook services are limited to Swedish providers primarily focusing on subscriptions for audiobooks and e-books. The selection of newspapers includes Swedish nationwide news outlets offering digital subscriptions according to Sifo's reach report.⁵⁹

The data collection was carried out by two persons subscribing to the services and documenting each step of the process through screenshots. After one week, the subscriptions were cancelled, this process also being documented via screenshots.

Cancellations were made through the services' apps on an Iphone (although several services required the process to be completed in the mobile browser). The purpose of cancelling the subscriptions via the apps was to enable as uniform and standardized a review process as possible, considering that some services' content can only be consumed through the app version. Some services provide their content both via a website and an app, while others limit it to the app. Since all services offer a mobile app, we consider this a fair basis that enables comparison.

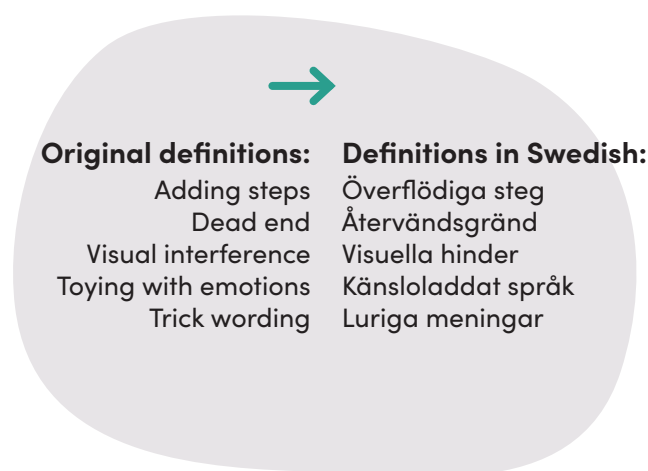
There may, however, be differences in the cancellation process when comparing mobile apps to desktop browsers. Additionally, the process has not been examined in relation to smart TVs, which may have been relevant for streaming services as many users consume content directly on their TV.⁶⁰ Hence, although the primary aim of this report is to map the use of deceptive design patterns by subscription services, it omits the cancellation process via desktop browsers and TVs.

At the time of subscription, card payment was chosen in all instances, despite many services offering other payment methods such as Apple's or Klarna's. This was done to avoid any influence from Apple's payment system or Klarna's interface on the review. As a result, the review excludes the processes for cancelling subscriptions through the App Store that may be available if the subscription was paid for using Apple's built-in payment system.

Terminology

Roach Motel is a form of deceptive design pattern in which a service is easy to sign up for but difficult to cancel.¹⁰ It often arises as a consequence of the application of other types of deceptive patterns.⁷ Therefore, we have chosen to examine Roach Motel as an overarching theme, while focusing more closely on specific variants of deceptive design patterns that occur in relation to the termination process.

Based on an initial mapping of existing definitions, specific forms of deceptive patterns were selected for the review. A preliminary study was then conducted to narrow down the selection based on their relevance to the services examined. The following forms of deceptive design patterns constitute the final framework for the review:



RESULTS

Deceptive design patterns related to the cancellation process were found in all services reviewed. For some providers, it involves an excessive number of steps required to cancel the service, while others apply confusing visual elements in the interface or fail to provide necessary information. Below is an overview of specific forms of deceptive patterns, including examples of how they have been applied. The occurrence of deceptive patterns in each individual service is also detailed.

An important consideration is how the interplay between different patterns contributes to deceive consumers. Some services may apply fewer steps in the cancellation process compared to others but still cause a more significant distortion of the consumer's decision-making. This is due to the fact that various deceptive patterns occur in combination and can be employed in more or less effective ways. We therefore want to emphasize that the number of steps and the number of patterns applied do not necessarily correlate with the severity of the damage done to consumer autonomy.

The chapter concludes with an analysis of some of the most complex and some of the more straightforward cancellation processes. This aims to illustrate how the interaction between different patterns functions and to outline the barriers consumers encounter when attempting to cancel a subscription. The analysis highlights specific problem areas and draws contrasts between services within the same category but should not be interpreted as an overall ranking of the services.

STREAMING	Access to subscription management	<i>Adding steps</i>	<i>Dead end</i>	<i>Toying with emotions</i>	<i>Visual interference</i>	<i>Trick wording</i>	<i>Number of steps</i>
Amazon Prime	Seamless transition.	X					11
Apple TV+	Seamless transition.						6
Disney+	Transition requiring relogin.	X					8
MAX	No transition, the consumer needs to manually enter the website.	X		X	X		10
Netflix	Seamless transition.	X		X			5
Skyshowtime	No transition, the consumer needs to manually enter the website.	X	X				8
TV4 Play	No transition, the consumer needs to manually enter the website.	X		X	X		14
Viaplay	No transition, the consumer needs to manually enter the website.	X		X			11
In total:		7	1	4	2	0	

With the reservation that the services may have changed their flows after the review was carried out.

AUDIO BOOKS		Access to subscription management						
		<i>Adding steps</i>	<i>Dead end</i>	<i>Toying with emotions</i>	<i>Visual interference</i>	<i>Trick wording</i>	<i>Number of steps</i>	
Bookbeat	Seamless transition.	X						5
Bokus play	No transition, the consumer needs to manually enter the website.							8
Nextory	No transition, the consumer needs to manually enter the website.	X	X		X			10
Storytel	No transition, the consumer needs to manually enter the website.	X	X	X	X	X		10
In total:		3	2	1	2	1		

With the reservation that the services may have changed their flows after the review was carried out.

NEWSPAPERS		Access to subscription management						
		<i>Adding steps</i>	<i>Dead end</i>	<i>Toying with emotions</i>	<i>Visual interference</i>	<i>Trick wording</i>	<i>Number of steps</i>	
Aftonbladet**	No transition, the consumer needs to manually enter the website.	X	X		X			10
Dagens ETC	Requires phonecall or email.	*	X	*	*	*	*	*
Dagens industri	Transition requiring relogin.				X			6
Dagens Nyheter	Transition requiring relogin.	X	X		X			10
Expressen	No transition, the consumer needs to manually enter the website.			X				7
Göteborgs-Posten	Transition requiring relogin.	X		X				9
Svenska Dagbladet	Seamless transition.	X						7
Sydsvenskan	No transition, the consumer needs to manually enter the website.	X						7
In total:		5	3	2	3	0		





With the reservation that the services may have changed their flows after the review was carried out.

* Can not be measured since Dagens ETC lacks an online termination function.

** Dead end possibly due to software glitch.

Access to subscription management

In addition to the various forms of deceptive patterns, we have examined the ability to manage subscriptions within the services' apps. The smoother the transition, the easier it is to cancel the subscription. Below is the result sorted into four categories, from best to worst.

-  **Seamless transition to subscription management from the app:** Netflix, Bookbeat, Amazon Prime, Svenska Dagbladet, AppleTV+, (5)
-  **Transition that requires the consumer to log in again:** Disney+, Dagens Nyheter, Dagens industri, Göteborgs Posten (4)
-  **No transition, the consumer needs to manually enter the website:** MAX, TV4 Play, Viaplay, Skyshowtime, Nextory, Storytel, Bokusplay, Aftonbladet, Expressen, Sydsvenskan (10)
-  **Cancellation only available through phone call or email:** Dagens ETC (1)

In one case, it is not possible to manage the subscription in the app or on the website. In ten cases, the app directs the consumer to a website, but without providing a clickable link. Four services offer a link from the app but still require consumers to log in yet again. In the smoothest category, five services provide a seamless transition from the app to the subscription management.

Five examples of deceptive design patterns

1. Adding steps

'Adding steps' refers to contradicting the user's expectation that a task can be completed within a minimum number of technically required steps. Instead, the consumer is forced to go through several unnecessary steps to complete the task.⁶¹ By requiring the consumer to go through more steps than technically necessary to cancel the subscription, decision fatigue is exploited to weaken the consumer's agency.



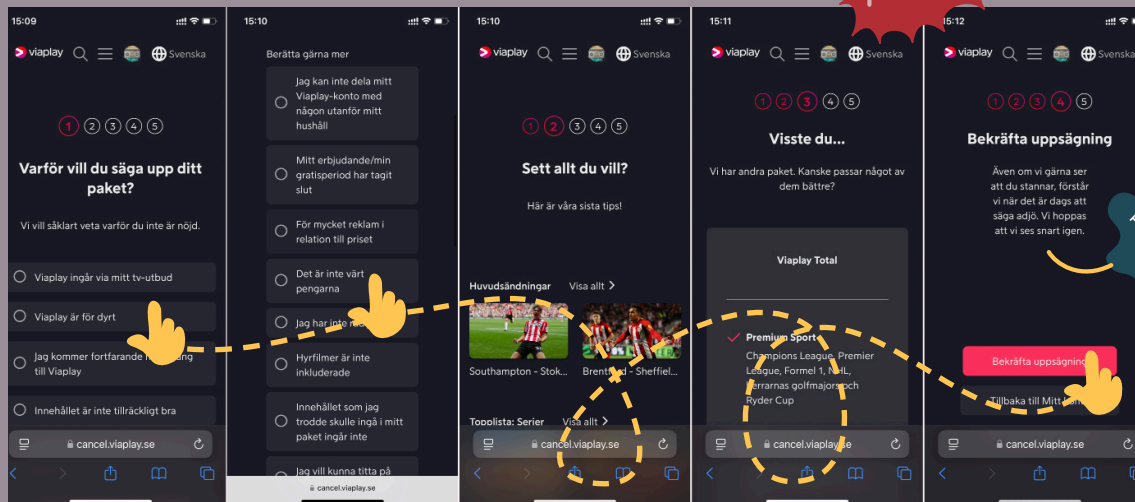
Superfluous steps occurred in 17 out of 20 cancellation processes. We counted the number of steps it took to cancel the subscription – from the moment the app was opened to the confirmation of the subscription being cancelled.

The number of steps spans from five to 14 and includes several different variants of adding steps. In some cases, the consumer is required to provide a reason for cancelling before the process can be completed, while in other cases the consumer is forced to click past prompts to stay, often referring to the content they risk missing out on if they were to cancel. Bokusplay, Dagens Industri and Apple TV+ were the only services that did not apply



'adding steps'. As illustrated above, this does not always equal a shorter trek for the consumer. For instance, Bokusplay does not offer a link from the app to the subscription manager, which increases the number of steps. In other words, services can require relatively few steps, but still contain 'adding steps' and vice versa.

Excessive steps – a long trek



Viaplay

In the screenshots above, we can see how Viaplay applies 'adding steps' to prolong the cancellation process. The graphic with the numbered dots signals that the consumer is entering a step-by-step trek toward cancellation, where each step requires an active decision to proceed. If the consumer clicks 'cancel', the trek is restarted.

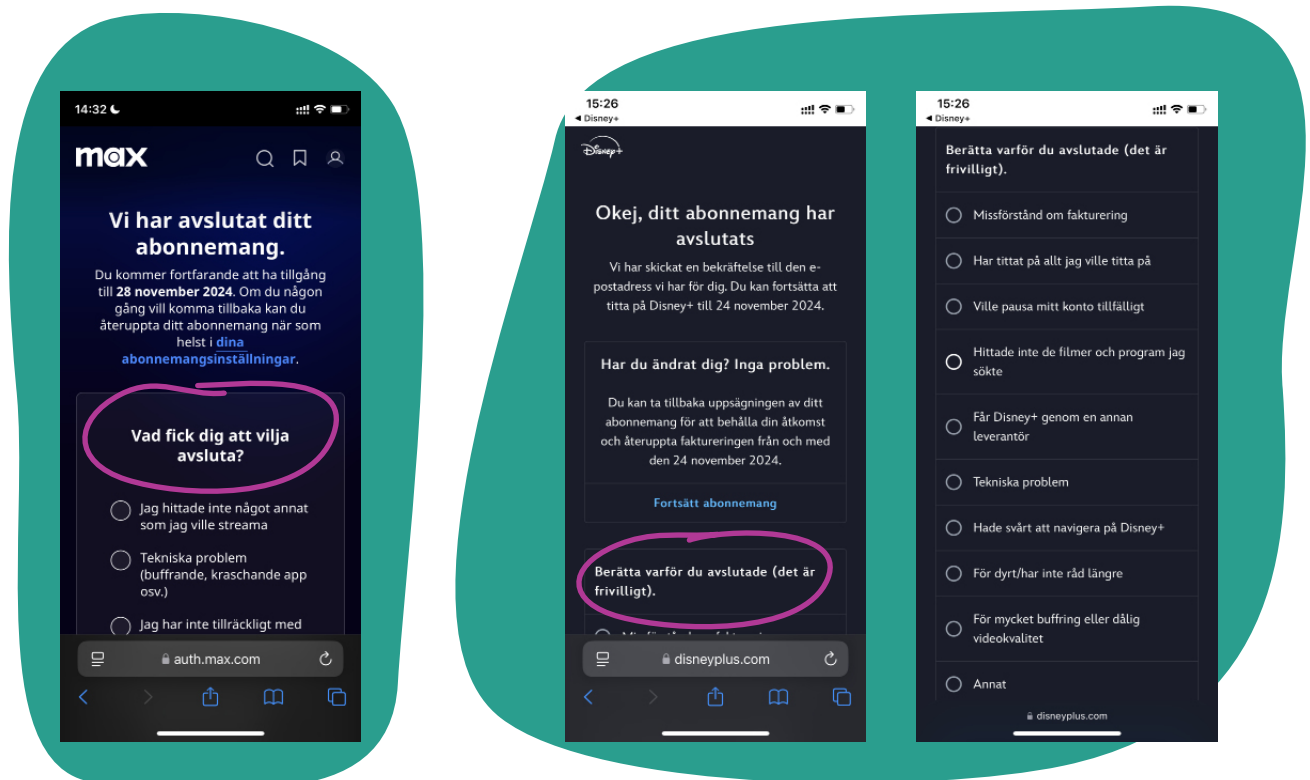
Viaplay serves as a clear example of how steps are added to complicate the cancellation process. In this case, the consumer has initiated a cancellation process – not an 'explore content' or 'compare subscriptions' process. If the consumer wants to compare subscriptions or explore the service's content, this can easily be done through other functions on the website. Therefore, the decision to click 'cancel subscription' should be respected, without prompting the consumer to perform other actions.

In some cases, the 'trek past superfluous steps' is combined with an offer. This may be perceived positively and influence the decision for consumers who cancel services for financial reasons. However, in the case of Viaplay, no special offer is presented, and the purpose of the steps seems to be to delay or prevent the decision leading to cancellation.

Another step in the trek involves prompting the consumer to state the reason for cancelling, and to require them to provide yet another reason within the chosen category. This further complicates and extends the process.

A simple solution for services that wish to offer deals and collect feedback is to add those steps after the subscription has been cancelled.

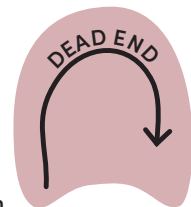
Best Practice: Requesting feedback after cancellation



The screenshots above illustrate how the services Max and Disney+ have placed the step where the consumer is asked to provide a reason for cancellation after the subscription has been terminated, which simplifies the process for the consumer. However, we want to emphasize that although Max and Disney+ set a fair example in this instance, they do use other forms of 'adding steps' elsewhere.

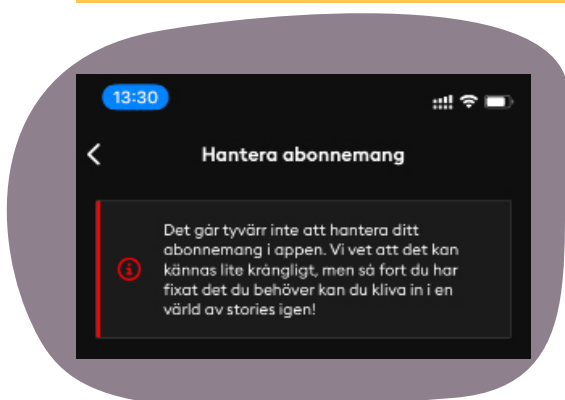
2. Dead end

'**Dead end**' refers to situations where the interface prevents the consumer from obtaining the information required to proceed with the desired action, such as by presenting inactive links or by simply leaving out information.¹⁶ In these cases, the consumer must backtrack within the interface to find the correct path.



In this report, some services explain that subscriptions cannot be managed within the app, while providing unclear references to where they in fact can be managed. In other services, there is a complete absence of information on how the consumer can manage their subscription, despite the presence of tabs with titles such as 'subscriptions' or 'subscription management'. Dead ends were found in a total of five cases.

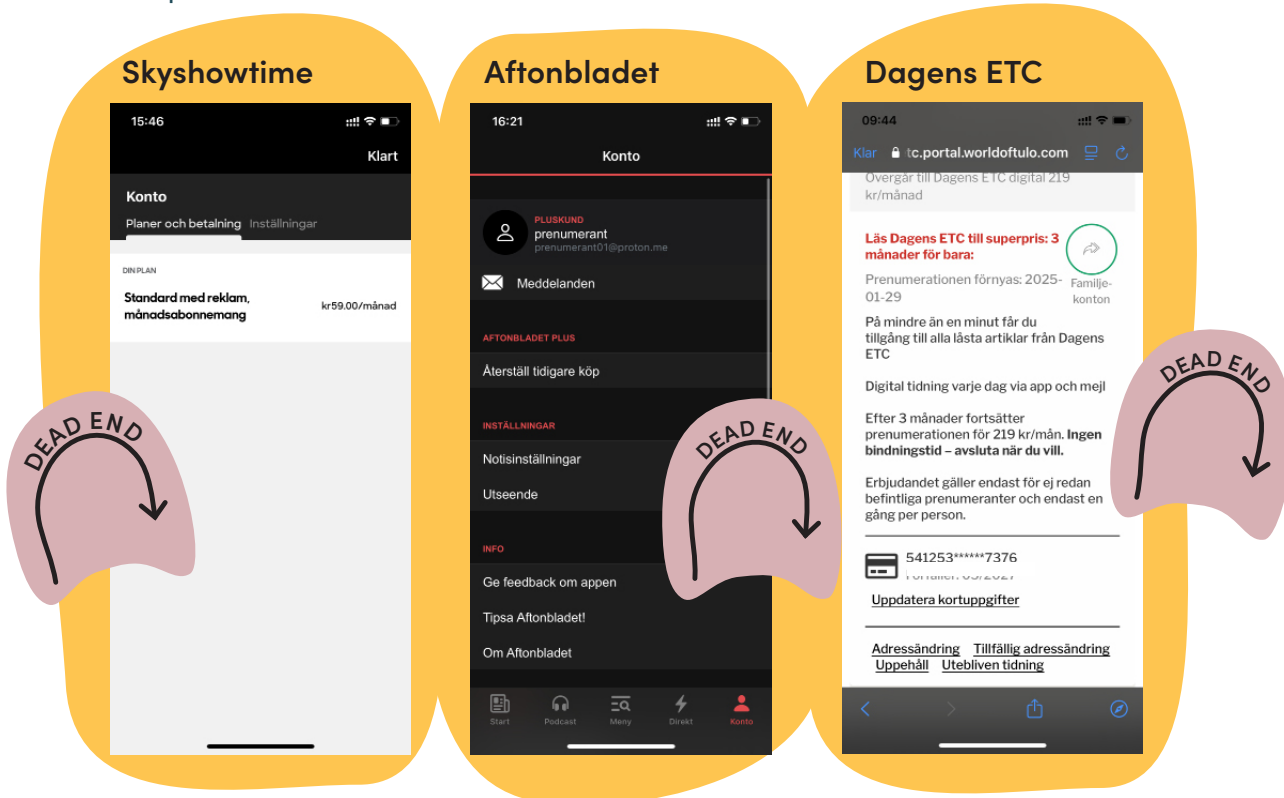
Services with dead ends: • Skyshowtime • Storytel • DN • Aftonbladet
• Dagens ETC.



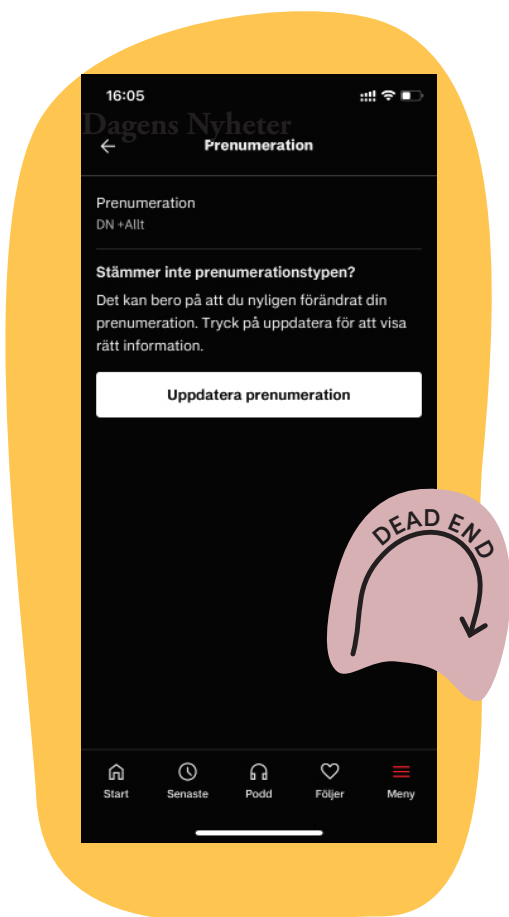
Storytel

Information that the subscription cannot be managed in the app is provided but information on where to proceed is missing.

Examples of dead ends:



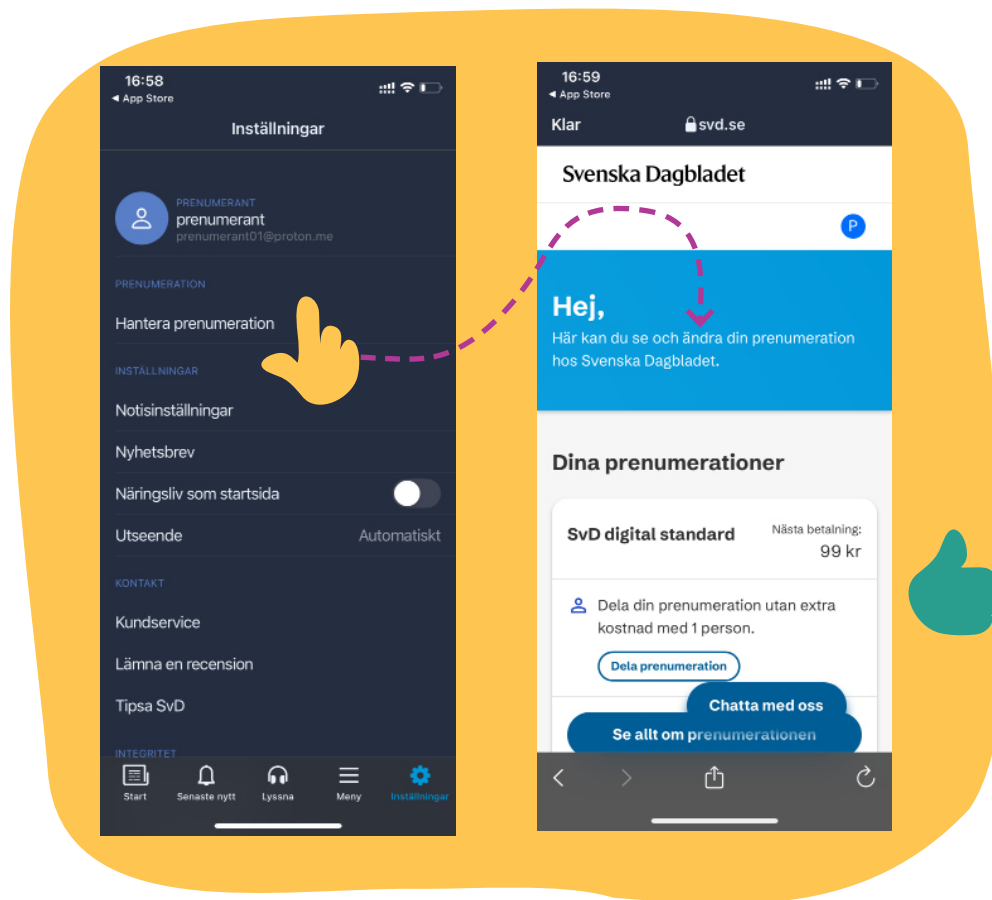
There is no information whatsoever on how to manage the subscription, meaning there is no mention that the subscription cannot be managed within the app, nor any information on where it can be managed. In some cases, we eventually found information stating that the subscription is managed on the website, but this information was hidden in obscure places, and there was no information under 'subscription'.



Dagens Nyheter

In DN's app there is no information on how to cancel the subscription under 'subscription.' It is, however, possible to go back and navigate to the 'customer service' tab, log in to the website, and manage the subscription there. Nevertheless, we consider this to be a dead end, based on what the consumer should reasonably be able to expect from the 'subscription' tab.

Best practice: Seamless transition

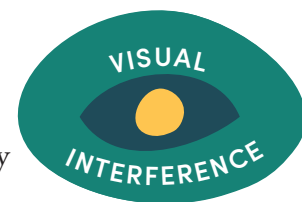


Svenska Dagbladet

In comparison, Svenska Dagbladet provides a hyperlink under the corresponding heading, meaning the consumer is automatically redirected to the website to manage their subscription.

3. Visual interference

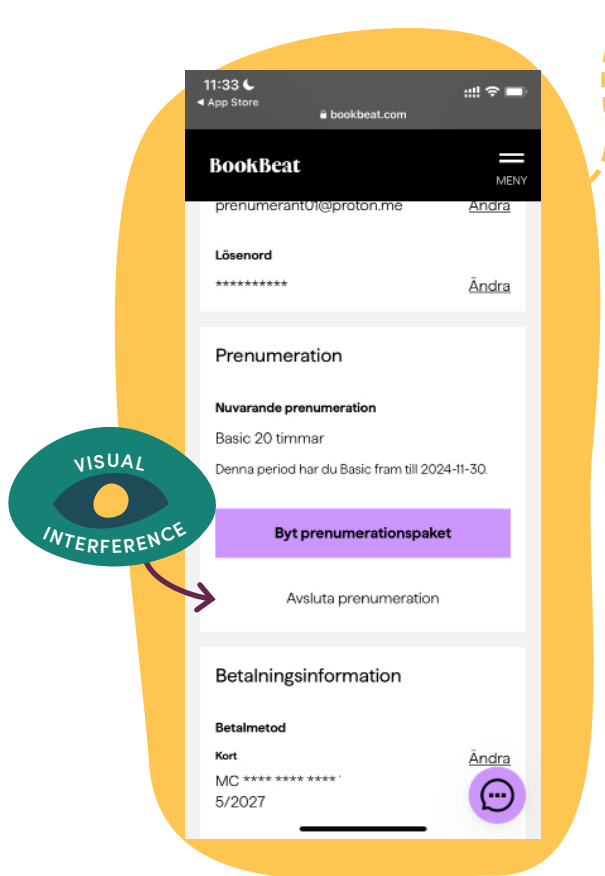
'**Visual interference**' is a term for visual techniques applied to the interface to mislead consumers.⁶² This includes buttons and options that are arranged to appear more appealing than others by displaying them in different colours and sizes.



Eight of the services use some form of visual interference. While graphic techniques to highlight certain options are commonplace, this report focuses specifically on cases where such techniques may influence the consumer's autonomy during the cancellation process.

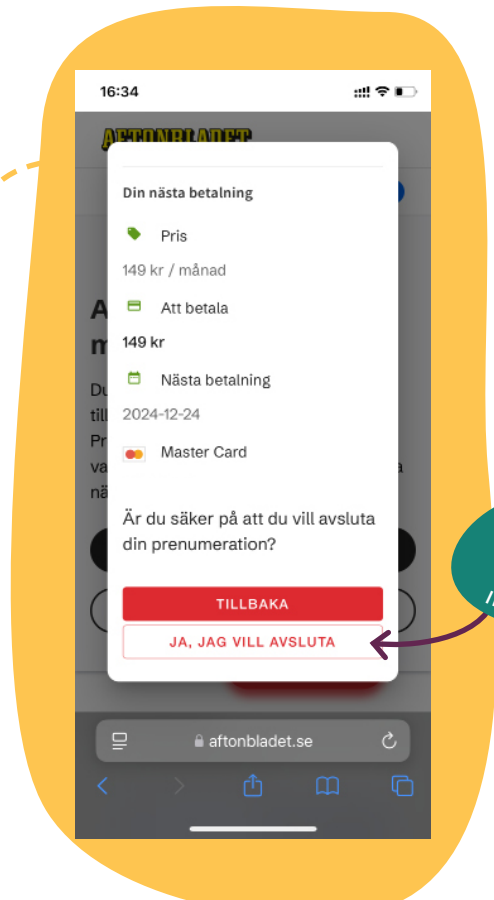
Services applying visual interference: • MAX • TV4 Play • Bookbeat • Nextory • Storytel • Aftonbladet • Dagens industri • Svenska Dagbladet.

Examples of visual interference:



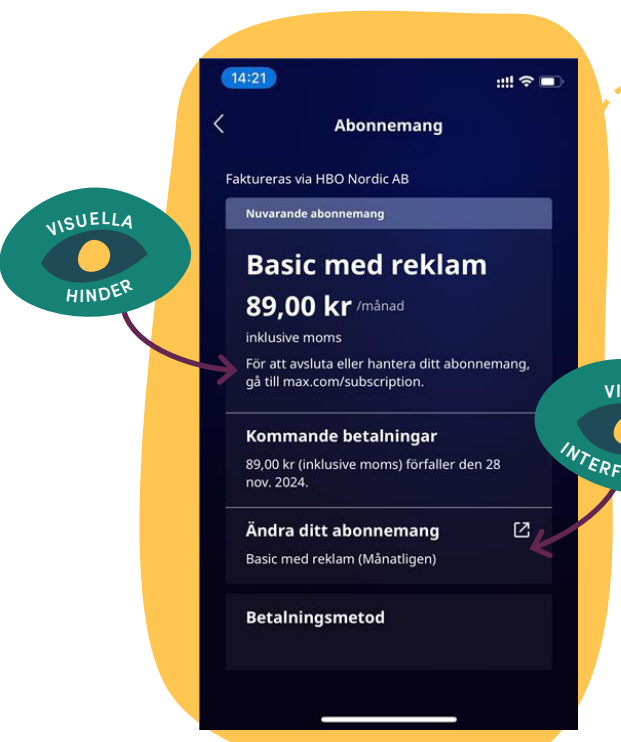
Bookbeat

In Bookbeat’s interface, the option ‘Change subscription package’ is clearly emphasized above ‘Cancel subscription’. The latter not only lacks a coloured background but also has a noticeably thinner font.



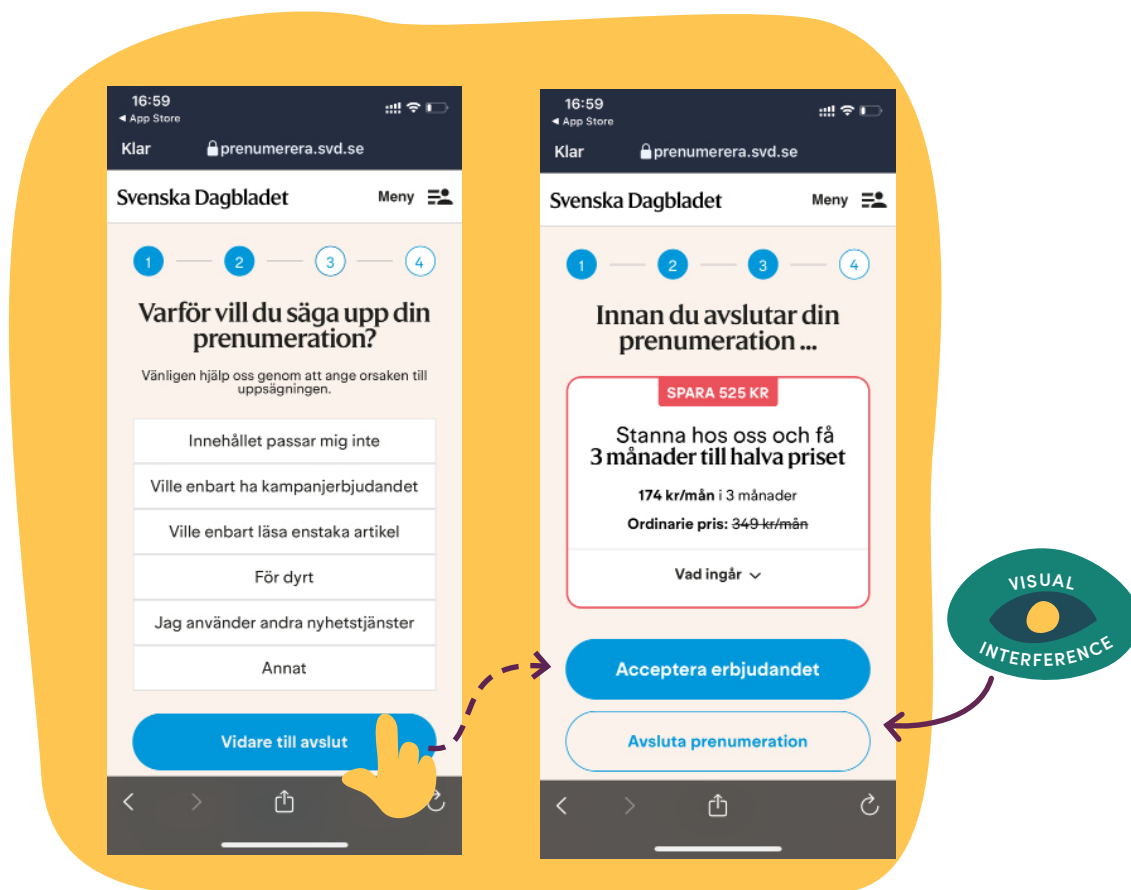
Aftonbladet

Aftonbladet has placed the ‘Back’ button above the ‘Cancel’ button and highlighted the former with a colour that contrasts the background. The placement and colouring signals an illogical hierarchy among the options.



MAX

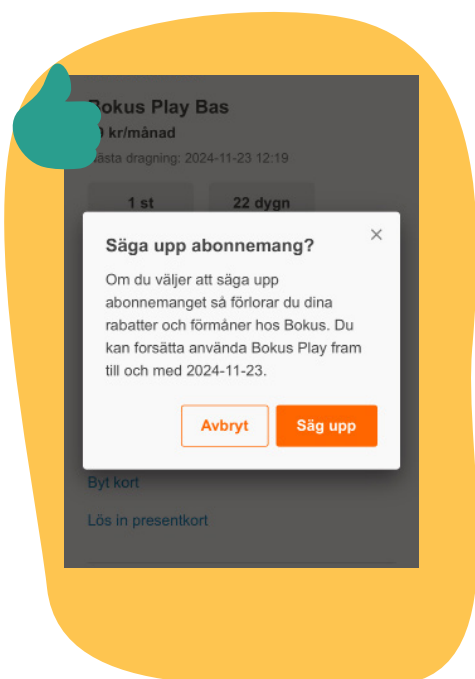
In the example from MAX’s interface, the visual interference lies in the misleading size of the various headings causing some information to be barely legible. For instance, if the consumer were to click on ‘Change your subscription’, they would be directed to a page to switch to other subscription levels, whereas cancelling the subscription this way is not possible. Upon closer inspection, it becomes clear that the subscription cannot be managed in the app, which is contrary to the consumer’s expectations.



Svenska Dagbladet

In the cancellation process for subscriptions at Svenska Dagbladet, options suddenly change colour and order. The newspaper has a clear light blue graphic profile, and as the initial option to proceed with the cancellation is highlighted and placed at the top, it becomes confusing when the corresponding option on the subsequent page is replaced with a button to accept an offer to stay subscribed.

Best practice: straightforward confirmation



The screenshot to the left exemplifies how the interface can be designed to simplify the cancellation process. In this case, 'cancel' is clearly highlighted. This is more consumer-friendly, considering that the consumer has already clicked on 'cancel' in a previous step, meaning that 'cancel' should be seen as the obvious choice in the next step. In this case, the dialogue box serves as an additional confirmation, preventing the consumer from accidentally cancelling a subscription against their will.



4. Toying with emotions

'Toying with emotions' encompasses techniques that, through graphic elements or choice of words, appeal to emotions in an attempt to influence the consumer's decision.¹¹ This can involve a sad emoji appearing when rejecting an offer or wording that presents certain options as better than others.

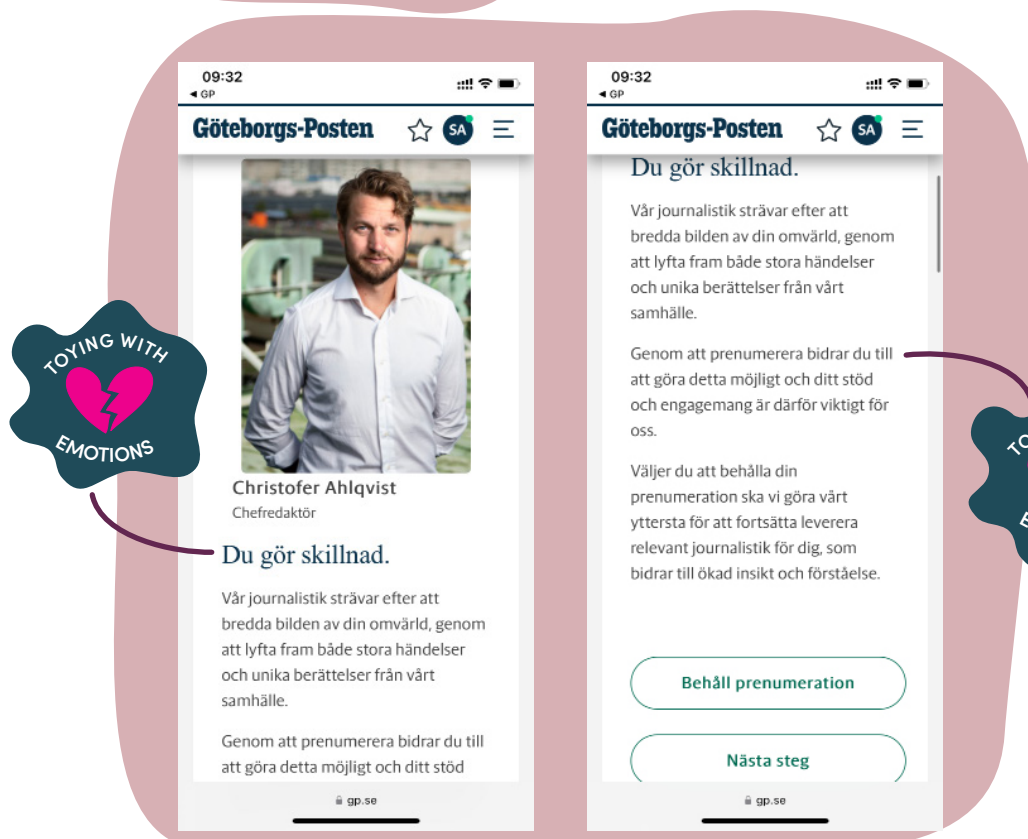
Toying with emotions was found in seven of the reviewed services: • Netflix • MAX • TV4 Play • Viaplay • Storytel • Expressen • Göteborgs-Posten.

Examples of 'toying with emotions':



Netflix

Netflix utilises toying with emotions by highlighting the consumer's personal relationship with the service. When cancelling the subscription, a prompt appears showing how long the consumer has been a member, appealing to loyalty and sentimentality.



Göteborgs-Posten

In Göteborgs-Posten's cancellation process, the consumer is urged to stay subscribed due to the importance of journalism. Phrases such as "By subscribing, you make this possible" or "You make a difference" are clear examples of toying with emotions.



Storytel

In Storytel’s cancellation process, toying with emotions appears in two instances. Both “Are you sure you don’t want to enjoy stories anymore” and “Don’t lose access to our vast library of 1 million books” appeal to product sentiment that does not align with the consumer’s actual intentions – the consumer is presumably not cancelling the service because they hate enjoying stories.

Expressen

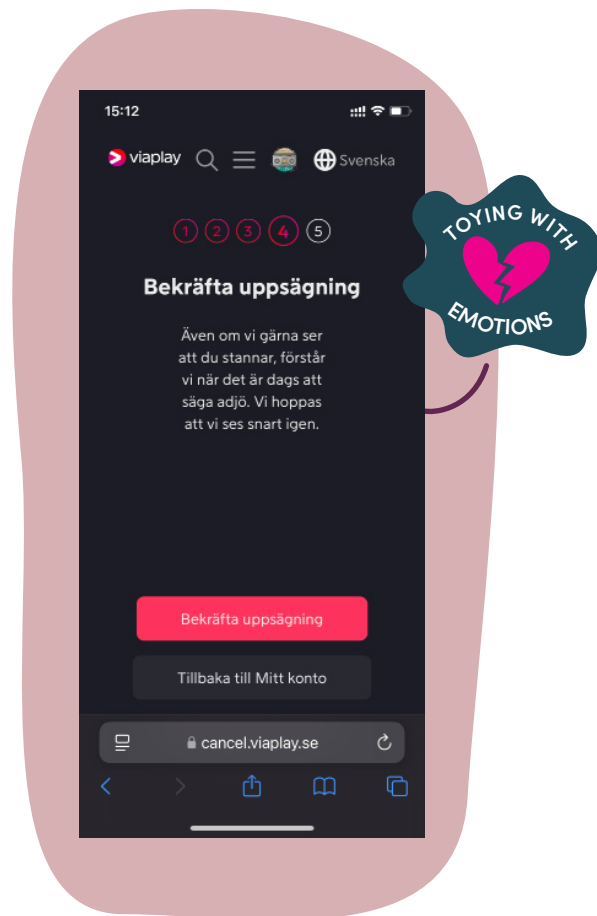
In Expressen, toying with emotions take the shape of a broken heart-emoji.





TV4 Play

TV4 Play's: "Are you sure you want to leave us – if so you will miss out on all of this" belongs to a commonly used type of toying with emotions, where the consumer is reminded of everything they will lose by cancelling the service.



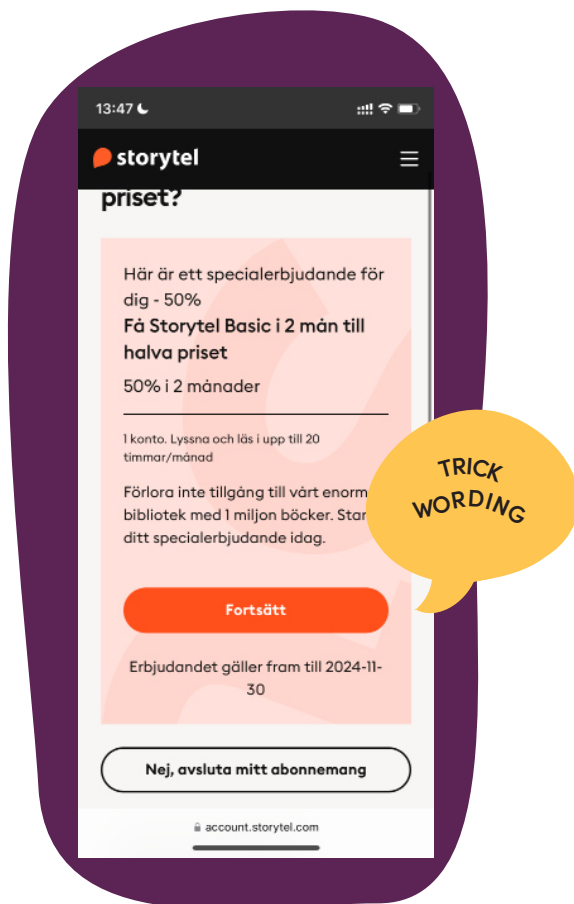
Viaplay

Viaplay's "...we understand when it's time to say farewell" is the kind of language more at home in intimate relationships.

TRICK
WORDING

5. Trick wording

'**Trick wording**' is used to confuse consumers through choice of words. This may involve using double negatives or obscure terms to mislead the reader.⁶⁰



Storytel

In this screenshot, we see how Storytel applies trick wording in the cancellation process. The option to accept an offer is marked by the word 'Continue', which is misleading since continuing suggests proceeding along the same tracks as before. In this case, the natural continuation of the cancellation process is presumably to cancel the subscription, not to 'continue' accepting an out of the blue special offer. This goes against the inherent logic of the process and therefore causes confusion.

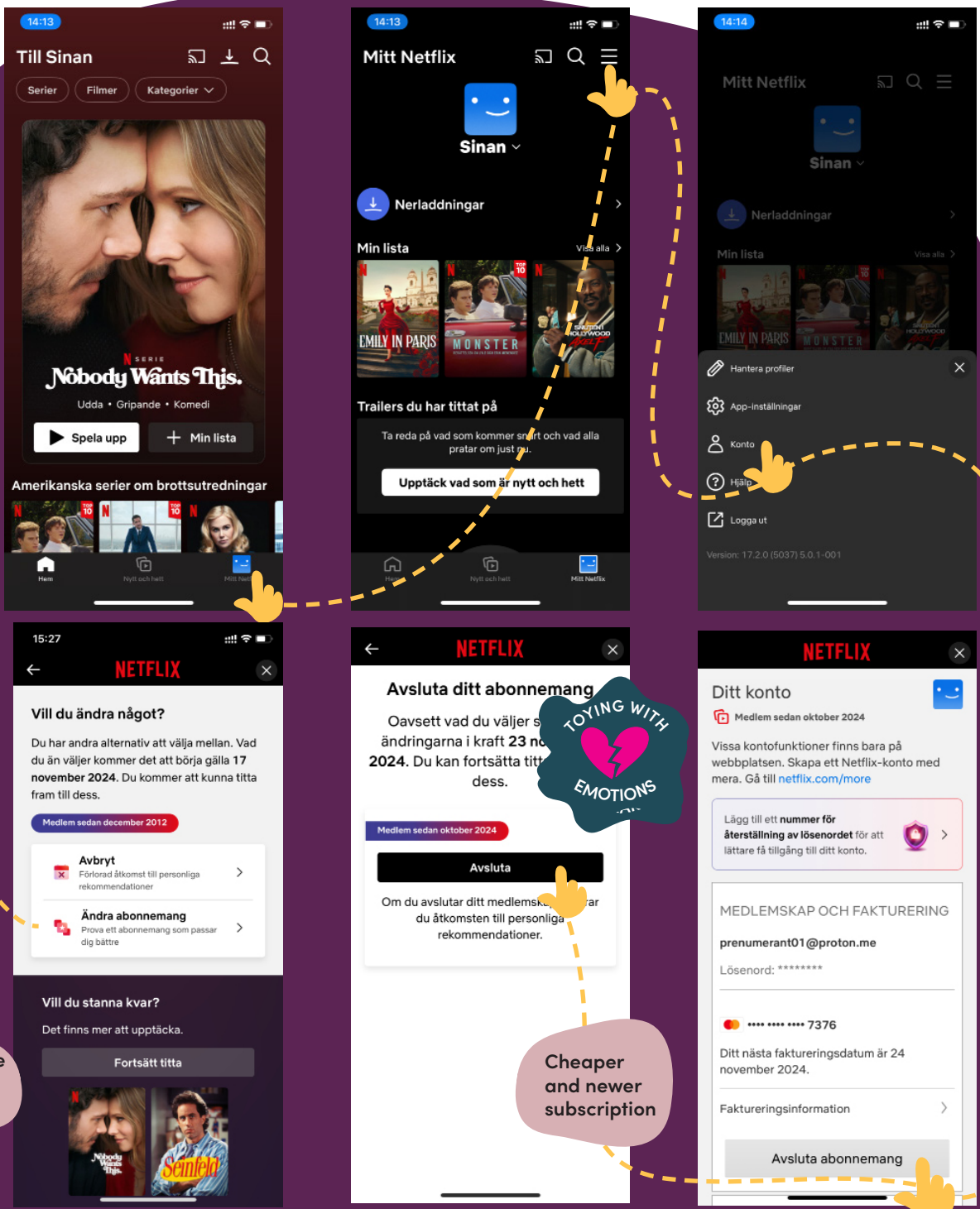
The following chapter provides an overview of the cancellation process across six different services. We have chosen to highlight some of the most difficult and, conversely, the most straightforward cancellation processes. In doing so, we aim to demonstrate the considerable differences that are present, even within the same industry. We do, however, want to underline that deceptive design patterns appear even in the more straightforward examples.

THE CANCELLATION TREK

Streaming services

A Shorter Path: Netflix

The cancellation process for Netflix involves a total of five steps, beginning once the consumer has accessed the app. By selecting the “Account” tab, the user is seamlessly directed to an account management page without the need to log in again. After the cancellation is confirmed, the service prompts the user to provide a reason for the cancellation, but this step is optional. It should be noted, however, that Netflix appears to deploy different cancellation processes depending on subscription type. When we attempted to cancel a more expensive and older subscription, a prompt appeared to ‘try a subscription that suits you better’.



More expensive and older subscription

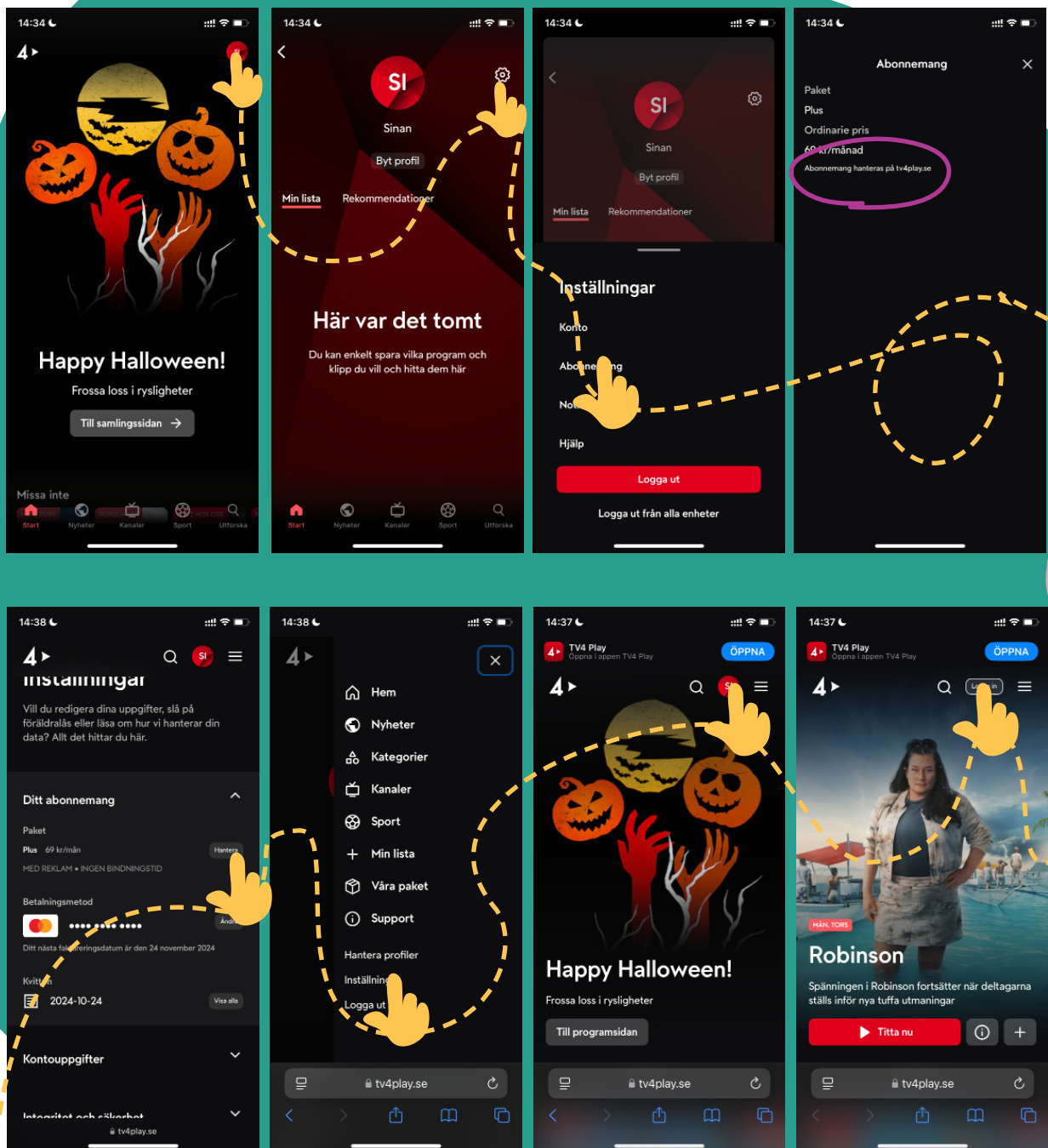
Cheaper and newer subscription

TOYING WITH EMOTIONS

A Longer Trek: TV4 Play

To cancel a subscription with TV4 Play, the consumer must complete a total of 14 steps. In addition to the unnecessarily lengthy process once the cancellation has been initiated, TV4 Play fails to provide a transition from the app to the website. Once on the website, it is also notably cumbersome to reach the subscription management section.

When selecting ‘manage package’ under subscriptions, the user is forwarded to ‘adjust package’, where they must scroll past alternative subscription options before reaching their current plan. The user must then click on ‘manage package’ once more before the cancellation button appears. There is no apparent reason why TV4 Play cannot provide the ‘cancel’ button at an earlier stage in the process.



Justera paket
Du kan när som helst uppdatera eller säga upp ditt paket

Ingen bindningstid 12 mån. bindningstid

Gratis
Engagerande nyheter och storslagen underhållning. Alltid gratis.

- ✓ Nyheter
- ✓ Underhållning
- ✓ Brett utbud av serier och dokumentärer

Läs mer

tv4play.se

Plus
Premiärer och avsnitt före alla andra. Filmer, serier, barnprogram och reality.

- ✓ Förtur till avsnitt och exklusiva dramapremiärer
- ✓ Filmer, serier och dokumentärer
- ✓ TV-kanaler och utvald sport

Läs mer

69 kr/mån
MED REKLAM • INGEN BINDNINGSTID

Hantera

Utan reklam-valst innehåller reklam på livesändningar och TV-kanaler. Vid 12 mån bindning gäller rabatterat pris (12 mån., efter den rabatterade perioden övergår tjänsten till ord. marknadspris. Innehåller i Gratis-paketet och betalkoncepten köper sig se.

tv4play.se

Plus
Premiärer och avsnitt före alla andra. Filmer, serier, barnprogram och reality.

- ✓ Förtur till avsnitt och exklusiva dramapremiärer
- ✓ Filmer, serier och dokumentärer
- ✓ TV-kanaler och utvald sport

Ta bort reklam +100 kr/mån

12 mån. bindningstid -20 kr/mån

69 kr/mån
MED REKLAM • INGEN BINDNINGSTID

Avsluta paket

VISUAL INTERFERENCE

Är du säker på att du vill lämna oss?
Då kommer du att missa allt det här

Kommer snart

THE SERPENT QUEEN

ROKTRINEN

Gå vidare

Bekräftelse
Du har sagt upp följande paket

Plus
Premiärer och avsnitt före alla andra. Filmer, serier, barnprogram och reality.

- ✓ Förtur till avsnitt dramapremiärer
- ✓ Filmer, serier och dokumentärer
- ✓ TV-kanaler och utvald sport

69 kr/mån
MED REKLAM • INGEN BINDNINGSTID

Du kan fortfarande nyttja paketets förmåner fram till och med 24 november 2024. Därefter övergår du till Gratis, helt kostnadsfritt.

tv4play.se

Avsluta eller ta del av vårt bästa erbjudande
Ditt val aktiveras direkt

Ta del av erbjudandet

Plus med reklam i en månad gratis. Ordinarie pris 69 kr/mån.

Avsluta paket

Du kan fortfarande nyttja paketets förmåner fram till och med 24 november 2024. Därefter övergår du till Gratis, helt kostnadsfritt.

Tillbaka

tv4play.se

Innan du går...
Din upplevelse är viktig för oss. Vi skulle därför uppskatta om du ville hjälpa oss att bli ännu bättre.

Varför vill du säga upp ditt paket?

Välj alternativ
För dyrt

Nästa

Tillbaka

tv4play.se

Scroll sideways

TOYING WITH EMOTIONS

ADDING STEPS

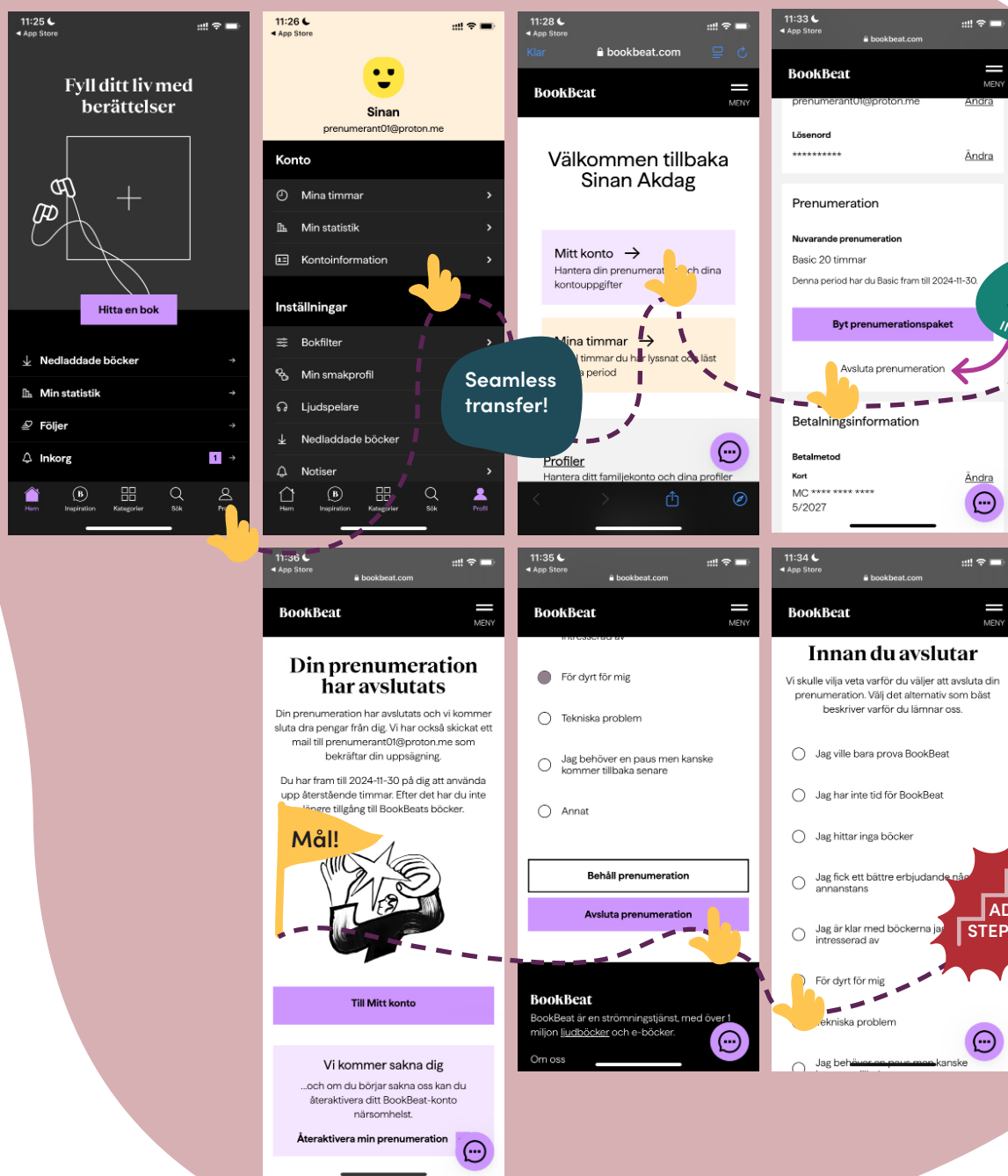
ADDING STEPS

Finish!

Audiobook services

A Shorter Path: Bookbeat

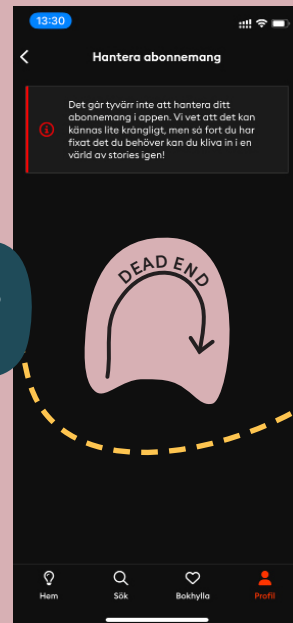
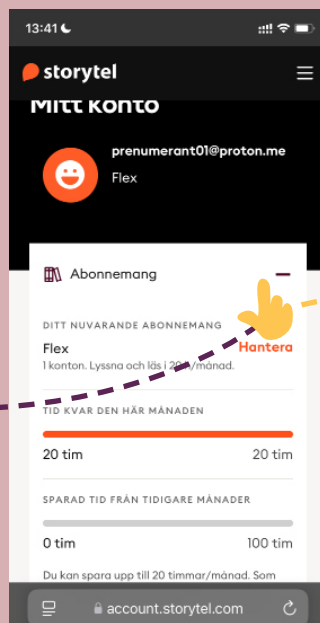
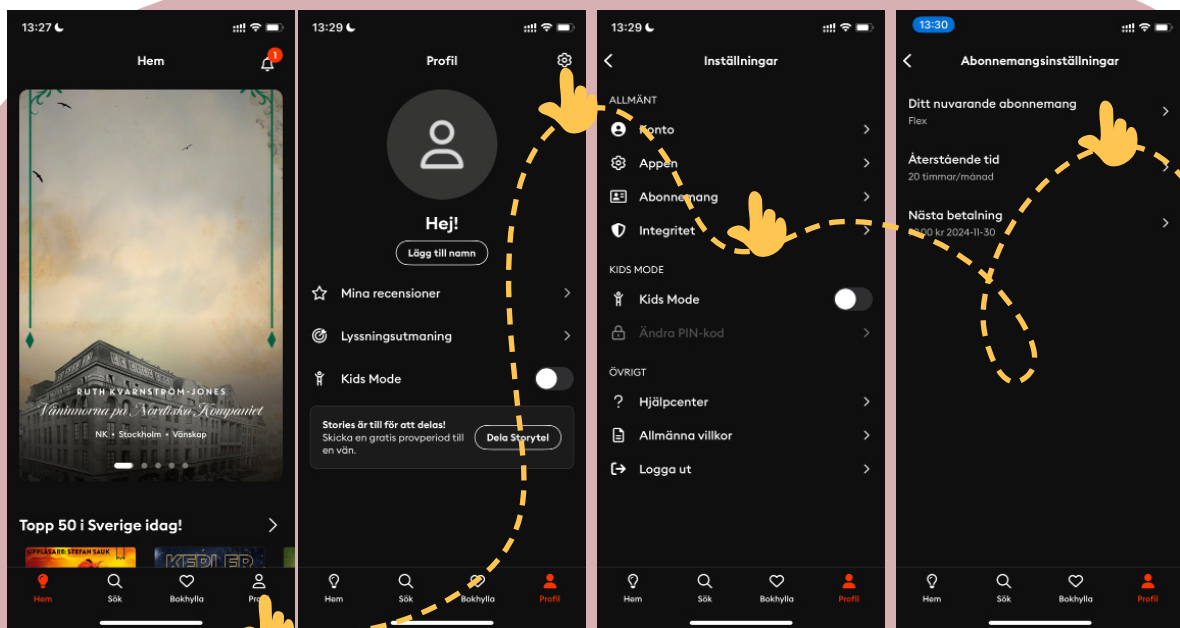
The cancellation process for Bookbeat consists of a total of five steps from the moment the consumer enters the app. After selecting 'account information' in the app, the user is seamlessly redirected to the 'my account' section to manage the subscription. Once the 'cancel subscription' option is selected, the consumer is required to provide a reason for the cancellation, providing this completes the process.



A Longer Trek: Storytel

The cancellation process in Storytel involves a series of problematic steps. In addition to the apparent issues with a lack of information within the app, where references to where subscription management takes place are missing altogether, Storytel employs serious visual interference, trick wording, and adding steps. In a similar vein to TV4 Play, the consumer is forced to scroll down a confusing and lengthy page of alternative subscription packages before the current subscription can be cancelled. There is no apparent logical reason for the placement of the cancellation button at the bottom of the page. In fact, instead of having the cancel button below the current subscription, Storytel has opted to put an unclickable 'switch to' button in its place.

Furthermore, a distinctively misleading practice is employed during the confirmation step. The instructions explicitly state that the consumer should click 'confirm cancellation' to finalise the cancellation, but upon doing so, the consumer is instead directed to an offer which must be declined in order to truly put the subscription to an end. Consequently, consumers who close the page after clicking "confirm cancellation" risk unknowingly continuing their subscription.



Scroll down

Switch to website

DEAD END

Premium

För dig som lyssnar och läser ofta.

169 kr/månad

- ✓ 100 timmar/månad
- ✓ Exklusivt innehåll varje vecka
- ✓ Avsluta när du vill
- ✓ Obegränsad lyssning på podcasts

Byt till

Unlimited

För dig som vill lyssna och läsa obegränsat.

229 kr/månad

- ✓ Lyssna obegränsat
- ✓ Exklusivt innehåll varje vecka
- ✓ Avsluta när du vill
- ✓ Obegränsad lyssning på podcasts

Byt till

Family

För dig som vill dela stories med hela familjen.

228 kr/månad

- ✓ 2-6 konton, 100 tim/mån per konto
- ✓ Exklusivt innehåll varje vecka
- ✓ Avsluta när du vill
- ✓ Obegränsad lyssning på podcasts

Du + 1 familjemedlem
2 konton
228 kr/månad

Byt till

Osäker på vilket abonnemang som passar dig?

Här hittar du svar på vanliga frågor >

Är du säker på att du inte vill njuta av stories längre? Vi vill gärna att du stannar hos oss.

Avsluta abonnemang

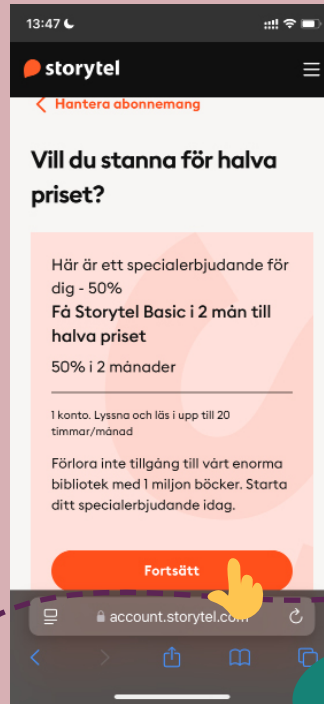
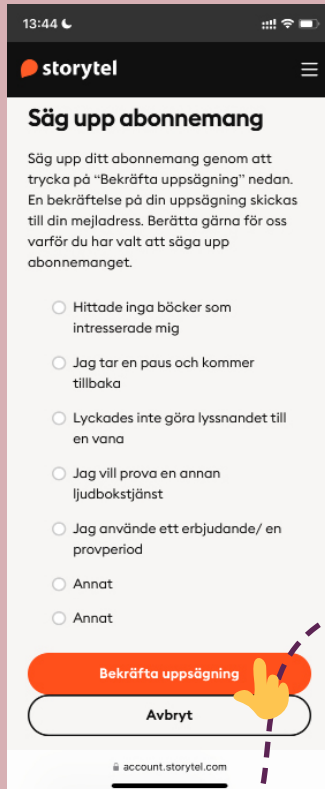
Undrar du över någonting?

Här hittar du svar hos kundsupport

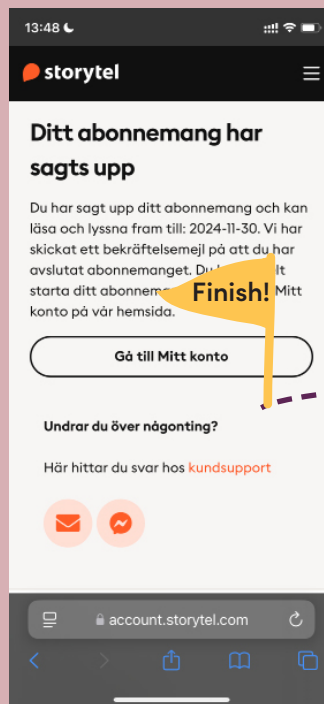


account.storytel.com

... continue scrolling



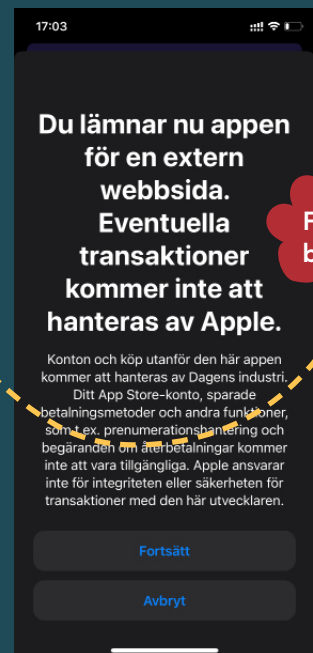
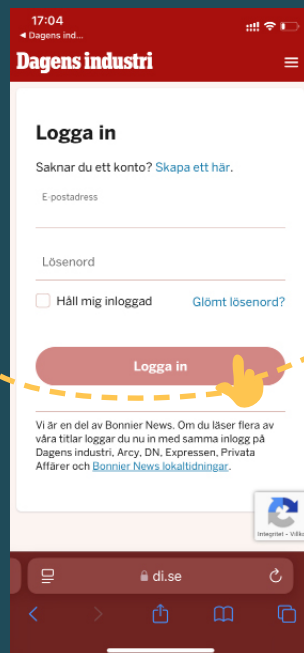
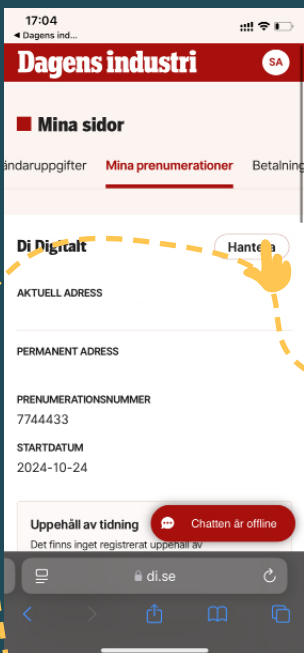
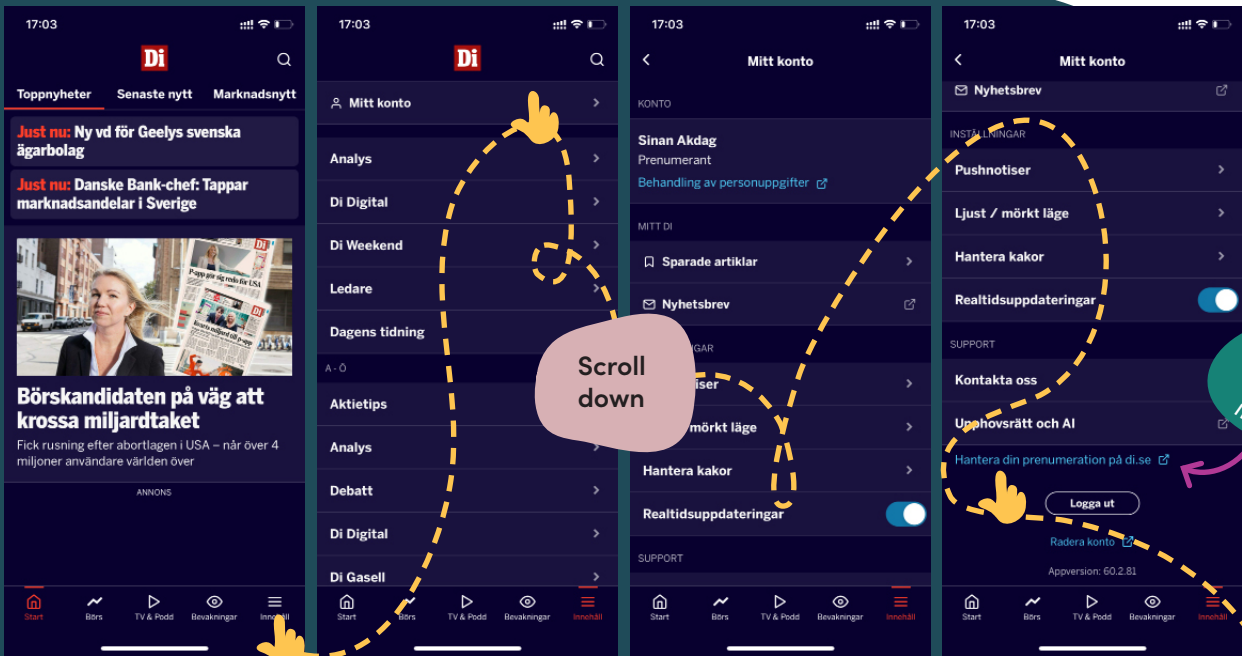
VISUAL INTERFERENCE



Newspapers

A Shorter Path: Dagens Industri

At Dagens Industri, it takes consumers six steps to cancel their subscription. Under the 'content' tab in the app, there is a link to the subscription management section. And although following the link requires an additional login, once logged in, the user is immediately forwarded to 'my subscriptions.' The link is, however, located at the bottom of the page and requires the consumer to scroll down to find it. We consider this to be a form of visual interference. As the consumer scrolls farther down under 'my subscriptions,' the option to 'cancel subscription' appears, highlighted in red. Under this tab, there is a dropdown menu where the consumer can select the reason for cancelling. Just below there is a button for cancelling the subscription. This is an example of how the entire 'trek' can be avoided by streamlining everything under the same tab. Once the consumer clicks to cancel the subscription, they receive an email within 48 hours confirming the cancellation.

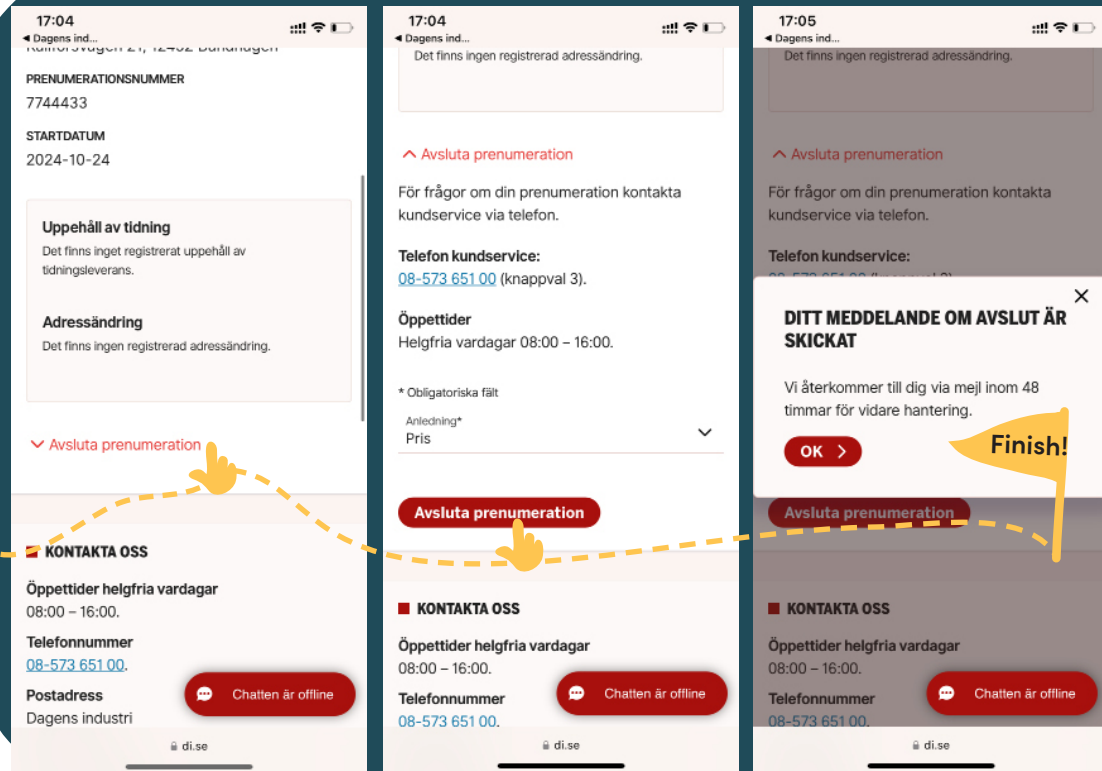


Scroll down

VISUAL INTERFERENCE

Transition to website, requires login

Foul play by Apple!



A Longer Trek: Dagens ETC

Dagens ETC makes it nearly impossible for its subscribers to cancel their subscription. To find out that the only available option is to cancel via phone or e-mail we were forced to use the website's search bar and type in the word 'cancel'. This led us to the 'new query' section where cancellation instructions are provided.

In addition to the glaring issue of offering an easy way to sign up for a subscription online but then failing to offer online cancellations, Dagens ETC also fails to provide adequate information to its subscribers. It is noteworthy that there are no instructions for cancelling under the 'subscriptions' tab or in the 'frequently Asked Questions' section.



Impossible to cancel in the app!

DISCUSSION

This section analyses the report's findings, explores what laws are applicable and examines the challenges of ensuring effective enforcement. It concludes with proposals for policy measures aimed at addressing the identified issues.

All services employ deceptive design patterns

All media services reviewed in this report utilise some form of deceptive design in their cancellation processes. The most common tactic involves adding superfluous steps to the cancellation flow. Many services also mislead consumers through the use of colour schemes, how options are ordered or by employing language appealing to emotions and relationships.

How easy it is to merely find the cancellation process itself varies drastically between services. Dagens ETC stands out as the most problematic in this regard, as they provide virtually no information about cancellations either in the app or on the website. In fact, the publication lacks a digital cancellation feature altogether and requires consumers to contact customer service by phone or e-mail. In comparison, services like Storytel and TV4 Play make it easier to locate the cancellation flow, but once there, consumers are forced to navigate a labyrinth of prompts and illegible text.

While the report reveals significant shortcomings in the cancellation processes of the services, there are occasional examples of clear and straightforward icons and dialogue boxes. For instance, undoing a cancellation typically requires just one click. This demonstrates that the services – when they wish to do so – are fully capable of offering significantly more consumer-friendly processes.

As highlighted in the results section, we wish to emphasise that it is the interplay between various deceptive patterns that determines to what degree a cancellation process is perceived as misleading. A process consisting of nine steps may be easier to navigate than one with seven steps if, for instance, the cancellation process itself is easy to find.

This makes it difficult to assess not only how different services compare to one another, but also at which point they step over the line and violate the principle that cancelling a subscription should be as straightforward as signing up for one. The difficulty in making such assessments is the main reason for our proposal to introduce explicit requirements on how cancellation flows may be designed.

Unregulated cancellation processes and difficult assessments

When consumers sign up for a subscription, there are numerous clearly defined and binding requirements regarding the information that must be provided and how it should be presented. In contrast, explicit rules governing the cancellation process are nowhere to be found. Nevertheless, the legislator's intent remains clear.

A well-established principle in consumer law is that it should be as easy to terminate a contract as it was to sign it. Under the Swedish Marketing Act (implementing the UCPD), companies are prohibited from using “burdensome or disproportionate obstacles” to prevent consumers from terminating a contract. What constitutes burdensome or

disproportionate is however open to interpretation, particularly in digital contexts where the design of the user interface plays a crucial role.

The UCPD prohibits commercial practices that distort consumers' ability to make well-informed transactional decisions. This means that deceptive design is already prohibited in theory, as it aims to make consumers act against their own preferences – for instance, by abandoning a cancellation process.

When enforcement authorities assess whether a commercial practice distorts the ability to make well-informed decisions, they rely on the concept of the so-called average consumer. They must also consider particularly vulnerable consumer groups, such as the elderly, children, and persons with disabilities. Moreover, the assessments are conducted on a case-by-case basis unless the commercial practice in question is listed in Annex I of the UCPD, which would render the practice illegal under all circumstances.

In other words, what may initially seem straightforward becomes significantly more complex in practice. It is not sufficient to simply point to the colour schemes of buttons, the use of superfluous steps, or the mere presence of other misleading design tricks. Instead, enforcement authorities must demonstrate in each instance that the use of deceptive design is likely distorting the decisions of consumers. If the service in question would subsequently adjust its cancellation process, the assessment must be repeated. While this is not an impossible enforcement task, it demands significant resources that could arguably be put to better use elsewhere.

There is no intrinsic value in explicit prohibitions

A significant advantage of the UCPD is that it covers all commercial practices that frankly are unfair, unethical, or false. It is also beneficial that the directive takes the context into account. This approach benefits enforcement authorities, businesses, and consumers alike. For instance, an advertisement for funeral services is not inherently problematic but could, depending on its design, be perceived as aggressive if targeted at a recently bereaved family.

Regardless of business sector, using the UCPD to explicitly ban specific practices holds no intrinsic value. At the same time, it is not reasonable for oversight authorities to waste resources engaging in a game of whack-a-mole with companies that systematically violate the intent of the law.

This report demonstrates that a significant number of Sweden's most popular digital media services use deceptive design to hinder consumers when attempting to cancel subscriptions. Common sense points to this being illegal under the UCPD. However, addressing the issue would require several investigations, which may need to be repeated whenever services update their interface design.

The proposal of this report instead focuses on positively regulating the cancellation process itself, rather than imposing bans on specific designs. An approach that has already been implemented in EU member states Germany and France. This strengthens consumer protection, while creating predictable rules and avoiding over-bureaucratization of the services' work on interface design.

Loss of consumer contact and unfair competitive advantages

As highlighted earlier in the report, there are several third-party services that offer consumers the possibility to manage all their subscriptions and memberships in one place. If companies continue to make it difficult for consumers to track and cancel their subscriptions, there is a risk that consumers will crowd to third-party cancellation services. This would result in companies losing access to their customers at critical stages of the purchasing process.

The Swedish Consumers' Association does not oppose companies requesting feedback or offering rebates, as long as these measures are presented after the cancellation process has been completed. This report includes several examples of services that provide consumers with an easy way to reverse their decision to cancel. In other words, there seem to be no technical obstacles to implementing such a system.

The idea that the companies themselves could benefit from fairer cancellation processes points toward the possibility of self-regulation. Whether this would be effective is however uncertain. There is a significant risk that self-regulation would create even stronger incentives and competitive advantages for the few companies still choosing to ignore the rules. Furthermore, digital services span a range of industries, each with different preconditions. Some compete on a global scale, while others target Swedish or Nordic consumers.

At best, self-regulation would lead to a patchwork of industry agreements with partially different rules. Aside from causing confusion for consumers, such a system would, in essence, be a more complicated way to achieve roughly the same outcome as if legislation were implemented.

Putting an end to cheap renewal tricks

Two related issues concerning difficult cancellations, which we have not closely examined in this report, are:

- Trial offers (sometimes free) that automatically convert into subscriptions at regular pricing.
- Subscriptions that are not being actively used are still billed to the consumer's account.

To ensure that consumers are not charged for subscriptions they do not want or are unaware of, we propose implementing a requirement for services to collect explicit consent before moving to regular pricing.

Services should also remind consumers who are not actively using a subscription that it is still being billed to their accounts. This reminder should be complemented by requiring consumers to approve the continuation of the subscription. The subscription would be paused, pending the consumer's confirmation, for up to three months before the subscription is cancelled. If the consumer wishes to resume the subscription, this should be possible through the streaming service's app for instance, without the need to re-enter payment details.

EU regulations are preferable – but Sweden can lead the way

The market for digital services extends beyond Sweden's borders, and the regulations governing the services are often harmonized at EU level. This means that the same rules apply regardless of which EU country a company targets its services to. The GDPR and the Digital Services Act (DSA) are both examples of legislation with strict requirements that would likely be impossible for a country like Sweden to enforce on its own. Large foreign companies would rather exit than adapt to such a small market.

Unlike the GDPR and DSA, the Consumer Rights Directive allows individual member states to introduce their own provisions that go beyond EU law. This means that Sweden can implement its own rules on contract terms and cancellations. As mentioned earlier, both France and Germany have chosen to do so.

Regardless of whether new provisions are introduced in Sweden or not, the government and Swedish Members of the European Parliament should work to ensure that Sweden has influence in the development of stronger requirements at the EU level. This is work that has already been announced in Ursula von der Leyen's mission letter to the incoming EU Commissioner for Consumer Affairs, Michael McGrath.⁶³

POLICY PROPOSALS

The Swedish Consumers' Association calls for explicit rules to govern how companies design their cancellation processes.

By now, the principle that cancelling a service should be as easy as signing up for one is well-established. Nevertheless, and in spite of Amazon Prime being required to simplify its cancellation process following the 2022 complaint from the Norwegian Consumer Council and BEUC,⁴⁸ digital services persist in employing deceptive design that obstruct consumers from cancelling their subscriptions.

The European Commission's Digital Fairness Fitness Check further underscores the need for action. Among other findings, the review reveals that over half of Swedish consumers have encountered difficulties with cancelling subscriptions, which is more than the EU average.

Continuing to operate under the current regulatory framework, where the more general provisions of the UCPD require each cancellation process to be assessed individually, is not a viable path toward a fully functional market for digital media services.

Several EU member states have taken the lead in mandating simpler cancellation processes. The Swedish Consumers' Association now calls for the Swedish government to follow suit and advocate for three provisions that would make it easier for consumers to manage their digital subscriptions.



1. Introduce explicit requirements for simple cancellations in the Swedish Act on Distance Contracts.

To guarantee the principle that it should be as easy to terminate a contract as it is to enter into one, a new article should be added to the Act (2005:59) on distance contracts and off-premises contracts. Our proposal, inspired by innovations in German and French legislation, should explicitly require that:

- It is possible to digitally terminate contracts that can be entered into digitally.
- The cancellation function is easy to find and not require additional logins.
- If the seller offers an app, the cancellation function should be easily accessible through the app as well.
- The cancellation process should include a set of standardised steps with information (e.g. cancellation date) and should not require more than three clicks to complete.
- Once the cancellation is complete, an unequivocal confirmation should be displayed to the consumer.

The Swedish Consumer Agency to be tasked with creating guidelines for how this legal provision ought to be followed. Representatives from the relevant industries should be included in the development of these guidelines.



2. Require explicit consent for transitions from free to paid subscriptions.

If a consumer enters into a distance contract for a service that for a period of time is free or offered at a reduced price, the provider must obtain consent before the contract proceeds with regular pricing. If no consent can be verified, the contract shall be terminated before the new price takes effect.



3. Require digital services to remind consumers of unused subscriptions (and to obtain consent for continuation).

If a consumer has not made use of the service for two months, the provider must send an e-mail reminder. The provider must obtain the consumer's consent for the contract to continue. If the provider cannot verify consent, the contract is paused for a minimum of three months after which it is terminated. During the pause, the consumer is able to easily resume the contract without needing to restate payment details.

REFERENCES

- 1 Mediavision. (2023). Streamingtjänster åter i kraftig tillväxt, drivet av TV-operatörer. <https://www.media-vision.se/2023/04/25/mediavision-streamingtjanster-ater-i-kraftig-tillvaxt-drivet-av-tv-operatorer/> (Accessed: 2024-10-29)
- 2 MMS. (2024). TV-året 2023. <https://mms.se/rapporter/ovrigt/> (Accessed: 2024-11-19)
- 3 Nordicom, Göteborgs universitet. (2024). Mediebarometern 2023. <https://norden.diva-portal.org/smash/get/diva2:1857395/FULLTEXT01.pdf>, p.105
- 4 Ibid. p.109
- 5 Kantar SIFO. (2024). VEGETARIANERNAS FAVORIT-VEGOMÄRKE, OUMBÄRLIGA MEDIATJÄNSTER OCH HUSHÅLLENS MEDIAKOSTNADER. <https://www.kantarsifo.se/blogg/vegetarianernas-favorit-vegomarke-oumbarliga-mediatjanster-och-hushallens-mediakostnader> (Accessed: 2024-11-19).
- 6 European Commission. (2024). Commission Staff working document Fitness Check. https://commission.europa.eu/document/download/707d7404-78e5-4aef-acfa-82b4cf639f55_en?filename=Commission%20Staff%20Working%20Document%20Fitness%20Check%20on%20EU%20consumer%20law%20on%20digital%20fairness.pdf, p.37
- 7 Ibid. p.378
- 8 The term was coined by UX designer Harry Brignull in 2010; see Brignull's website for more information: <https://deceptive-design-2023.webflow.io> (Accessed: 2024-10-30).
- 9 See the Swedish Consumer Agency and ECC:s report "Vilseledande webbdesign" for further examples, <https://www.hallakonsument.se/konsumentratt/vilseledande-webbdesign/> (Accessed: 2024-10-30).
- 10 I.e., see the curriculum for the interface design course in upper secondary school: <https://www.skolverket.se/undervisning/gymnasieskolan/laroplan-program-och-amnen-i-gymnasieskolan/gymnasieprogrammen/amne?url=907561864%2Fsyllabuscw%2Fjsp%2Fsubject.htm%3Fsubject-Code%3DGR%25C3%2584%26version%3D3%26tos%3Dgy&sv.url=12.5dfce44715d35a5cdfa92a3>, (Accessed: 2024-10-30).
- 11 Luguri, J., & Strahilevitz, L. J. (2021). Shining a Light on Dark Patterns. *Journal of Legal Analysis*, 13(1), 43–109. <https://doi.org/10.1093/jla/laaa006>, and the Swedish Consumer Agency. (2021). Supporting report 2021:1 Barriers to a well functioning digital market <https://stpubshop.blob.core.windows.net/publikationer/underlagsrapport-2021-1-barriers-digital-market-konsumentverket.pdf>, p. 11 (Accessed: 2024-10-30).
- 12 Act (2005:59) on distance contracts and off-premises contracts 2 kap. 2 §, https://www.riksdagen.se/sv/dokument-och-lagar/dokument/svensk-forfattningssamling/lag-200559-om-distansavtal-och-avtal-utan-for_sfs-2005-59/
- 13 Ibid. 2 kap. 3 §.
- 14 Ibid.
- 15 Ibid.
- 16 The Swedish Market Court 2002:23, p.27, chapter 2, 2–3 §§, http://avgoranden.domstol.se/Files/M_D_Public/Avgoranden/Domar/Dom02.23.pdf
- 17 European Commission. (2021). Guidance on the interpretation and application of Directive 2005/29/EC, 4.2.7 Data-driven practices and dark patterns. p. 102. <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A52021XC1229%2805%29&qid=1640961745514>
- 18 European Commission. (2024). Commission Staff working document Fitness Check. https://commission.europa.eu/document/download/707d7404-78e5-4aef-acfa-82b4cf639f55_en?filename=Commission%20Staff%20Working%20Document%20Fitness%20Check%20on%20EU%20consumer%20law%20on%20digital%20fairness.pdf p.179.
- 19 The Marketing Act (2008:486), 7 a § 3p.
- 20 The Digital Services Act (EU 2022/2065), art. 25.1 – 25.3, https://eur-lex.europa.eu/legal-content/SV/TXT/HTML/?uri=CELEX:32022R2065#art_25

21 (EU) 2023/2673, art 1.3, https://eur-lex.europa.eu/legal-content/SV/TXT/HTML/?uri=OJ:L_202302673#art_1

22 Consumer Purchase Act (2022:260), 9 kap. 10 – 12 §§, https://www.riksdagen.se/sv/dokument-och-lagar/dokument/svensk-forfattningssamling/konsumentkoplagn-2022260_sfs-2022-260/#K9

23 Ibid. 2 kap. 10 – 11 §§.

24 The Swedish Consumer Agency. (2024). Streamingtjänster – dina rättigheter som konsument. <https://www.hallakonsument.se/varor-och-tjanster/problem-med-streamingtjanst/>. (Accessed: 2024-11-22)

25 Act (2005:59) on distance contracts and off-premises contracts.

26 Act (2014:1449) on consumer protection in automatic contract extensions. https://www.riksdagen.se/sv/dokument-och-lagar/dokument/svensk-forfattningssamling/lag-20141449-om-konsumentskydd-vid-automatisk_sfs-2014-1449/

27 European Commission. (2021). Guidance on the interpretation and application of Directive 2005/29/EC, 4.2.7 Data-driven practices and dark patterns. p. 99.

28 The Marketing Act (2008:486), 3 §, ”Marknadsföring: reklam och andra åtgärder i näringsverksamhet som är ägnade att främja avsättningen av och tillgången till produkter inbegripet en näringsidkares handlande, underlåtenhet eller någon annan åtgärd eller beteende i övrigt före, under eller efter försäljning eller leverans av produkter till konsumenter eller näringsidkare”.

29 The Swedish Consumer Agency. (2014). Guidance on marketing aimed towards children. p. 5. and European Commission. (2021). Guidance on the interpretation and application of Directive 2005/29/EC, 2.4 Transactional decision test – 2.5 Average consumer. p. 30–35.

30 Ibid.

31 Directive 2005/29/EC, art. 5.3, <https://eur-lex.europa.eu/legal-content/SV/TXT/HTML/?uri=CELEX:32005L0029#d1e571-22-1>

32 European Commission. (2021). Guidance on the interpretation and application of Directive 2005/29/EC, 2.6 Vulnerable consumers. p. 35–36.

33 Ibid.

34 Ibid. page 30–32.

35 Notice (2022:658) under the Marketing Act (2008:486), https://www.riksdagen.se/sv/dokument-och-lagar/dokument/svensk-forfattningssamling/tillkannagivande-2022658-enligt_sfs-2022-658/

36 Regulation 2016/679 <https://eur-lex.europa.eu/legal-content/SV/TXT/HTML/?uri=CELEX:32016R0679>

37 Ibid. art. 5, art. 7, art. 12, art. 25.

38 EDPB. (2019). Guidance 4/2019 on article 25. Dataprotection by design and default. p. 20, https://www.edpb.europa.eu/system/files/2021-04/edpb_guidelines_201904_dataprotection_by_design_and_by_default_v2.0_sv.pdf

39 Regulation (EU) 2022/2065 on a single market for digital services and amending Directive 2000/31/EC (Digital Services Act), article 25, https://eur-lex.europa.eu/legal-content/SV/TXT/HTML/?uri=CELEX:32022R2065#art_25

40 Regulation (EU) 2022/1925 on contestable and fair markets in the digital sector. Article 13, https://eur-lex.europa.eu/legal-content/SV/TXT/HTML/?uri=CELEX:32022R1925#art_13

41 Digin.nu. (2024). Krav på webbplatser och appar. <https://digin.nu/lagkrav/introduktion-till-tillganglighetsdirektivet-for-webbplatser-appar/>. (Accessed: 2024-11-26).

42 Verbraucherzentrale. (2024). Fairer Contract Act: More protection Regarding Costs and Terms. <https://www.verbraucherzentrale.de/wissen/vertraege-reklamation/kundenrechte/fairer-contract-act-more-protection-regarding-costs-and-terms-93911>. (Accessed: 2024-11-14).

43 Verbraucherzentrale (2024) and European Commission. (2024). Commission Staff working document Fitness Check. https://commission.europa.eu/document/download/707d7404-78e5-4aef-acfa-82b4cf639f55_en?filename=Commission%20Staff%20Working%20Document%20Fitness%20Check%20on%20EU%20consumer%20law%20on%20digital%20fairness.pdf, p.180.

44 European Consumer Centre France. (2022). Electronic termination of contracts <https://www.europe-consummateurs.eu/en/living-in-france/electronic-termination-of-contracts.html> (Accessed: 2024-11-14)

- 45 Digital Markets, Competition and Consumers Act 2024, Section 260 Arrangements for consumers to exercise right to end contract, <https://www.legislation.gov.uk/ukpga/2024/13/section/260>
- 46 FTC. (2024). Federal Trade Commission Announces Final “Click-to-Cancel” Rule Making It Easier for Consumers to End Recurring Subscriptions and Memberships <https://www.ftc.gov/news-events/news/press-releases/2024/10/federal-trade-commission-announces-final-click-cancel-rule-making-it-easier-consumers-end-recurring> (Accessed: 2024-11-14)
- 47 Norwegian Consumer Council. (2021). You can log out, but you can never leave. <https://storage02.forbrukerradet.no/media/2021/01/2021-01-14-you-can-log-out-but-you-can-never-leave-final.pdf> (Accessed: 2024-11-20)
- 48 European Commission. (2022). Consumer protection: Amazon Prime changes its cancellation practices to comply with EU consumer rules [pressmeddelande], July 1. https://ec.europa.eu/commission/presscorner/detail/en/ip_22_4186
- 49 The Swedish Consumer Agency. (2021). Supporting Report 2021:1 Barriers to a well-functioning digital market. <https://publikationer.konsumentverket.se/produkter-och-tjanster/ovriga-omraden/underlagsrapport-20211-barriers-to-a-well-functioning-digital-ma> (Accessed: 2024-10-07)
- 50 PRO. (2024). 14 insikter om äldres digitala vardag, <https://pro.se/sa-tycker-vi/aldres-digitala-vardag/14-insikter-om-aldres-digitala-vardag#Krangligatjanster>. (Accessed: 2024-11-25)
- 51 BEUC. (2023). Towards European Digital Fairness. https://www.beuc.eu/sites/default/files/publications/BEUC-X-2023-020_Consultation_paper_REFIT_consumer_law_digital_fairness.pdf, p. 17–18.
- 52 European Commission. (2024). Commission Staff working document Fitness Check. https://commission.europa.eu/document/download/707d7404-78e5-4aef-acfa-82b4cf639f55_en?filename=Commission%20Staff%20Working%20Document%20Fitness%20Check%20on%20EU%20consumer%20law%20on%20digital%20fairness.pdf, p.37.
- 53 Regulation (EU) 2022/1925 on contestable and fair markets in the digital sector. Digital Markets Act <https://eur-lex.europa.eu/legal-content/SV/TXT/HTML/?uri=CELEX:32022R1925> (For provisions on in-app purchases – see article 5[4]; 5[7]; 6[4]; 6[12])
- 54 BEUC. (2024). Implementation by Meta, Apple, Google, Amazon, ByteDance and Microsoft of their obligations under the Digital Markets Act. https://www.beuc.eu/sites/default/files/publications/BEUC-X-2024-062_Summary-non-compliance-reports-gatekeepers.pdf. (Accessed: 2024-11-22).
- 55 Apple. (2024). Update on apps distributed in the European Union. <https://developer.apple.com/support/dma-and-apps-in-the-eu/#payment-options>. (Accessed: 2024-12-12)
- 56 The Swedish Consumer Agency. (2024). Många känner sig vilseledda av Bymetis. <https://www.konsumentverket.se/aktuellt/nyheter-och-pressmeddelanden/pressmeddelanden/2024/manga-kanner-sig-vilseledda-av-bymetis/>. (Accessed: 2024-11-25).
- 57 For example – see Anyfin https://anyfin.com/sv_SE/blog/ekonomitips/se-over-dina-prenumerationer-och-abonnemang or Swedbank <https://www.swedbank.se/privat/digitala-tjanster/vara-appar/abonnemangshjalpen.html>
- 58 Nordicom. (2023). Mediebarometern 2023 <https://norden.diva-portal.org/smash/record.jsf?pid=diva2%3A1857395&cdswid=4151>
- 59 Kantar Sifo. (2024). ORVESTO Konsument 2024:1 https://www.kantarsifo.se/sites/default/files/reports/documents/rackviddsrapport_orvesto_konsument_2024_1_0.pdf (Accessed: 2024-11-06)
- 60 TV.NU. (2024). Streamingbarometern 2024 <https://schibstedforbusiness.se/rapporter/streamingbarometern-2024/>, s.5 (Accessed: 2024-11-06)
- 61 Gray, C. M., Santos, C. T., Bielova, N., & Mildner, T. (2024). An Ontology of Dark Patterns Knowledge: Foundations, Definitions, and a Pathway for Shared Knowledge-Building. Proceedings of the CHI Conference on Human Factors in Computing Systems, 1–22. <https://doi.org/10.1145/3613904.3642436>
- 62 Mathur, A., Acar, G., Friedman, M. J., Lucherini, E., Mayer, J., Chetty, M., & Narayanan, A. (2019). Dark Patterns at Scale: Findings from a Crawl of 11K Shopping Websites. Proceedings of the ACM on Human-Computer Interaction, 3(CSCW), 1–32. <https://doi.org/10.1145/3359183>; see also Harry Brignull's

definition <https://www.deceptive.design/types/visual-interference>

63 Ursula Von der Leyen. (2024). Mission Letter to Michael McGrath. https://commission.europa.eu/document/download/907fd6b6-0474-47d7-99da-47007ca30d02_en?filename=Mission%20letter%20-%20McGRATH.pdf. p. 7.



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