SUBSCRIPTIONS · CANCELLATION · US & EU · 2026

Paywall Audit Checklist

A working audit tool: your checkout screen and cancellation flow, step by step, in the order regulators review them. Run it before someone else does.

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dextralaw.com.ua

STEP 01 How does the user pay you?

This is the first decision — markets come second. The payment model determines whose rules you follow and who answers to the user when something goes wrong.

A

In-app purchase

The user pays through the App Store or Google Play. The store shows its own disclosure screens and keeps the record of consent.

STORE — YOU

The store absorbs part of the risk — but consumer law is still yours.

B

Link-out to your own checkout

The app sends the user to your own payment page. That screen IS your paywall — with every requirement that entails.

STORE — YOU

The store keeps only the link-out rules. The checkout screen is yours.

C

Web funnel (web2app)

The user subscribes on your website and only then signs in to the app. The store takes no part in this transaction at all.

STORE — YOU

The entire consumer-law layer lands on you, with no store safety net.

Common to all three: no model lifts consumer law off you. A web funnel gives you the most freedom from store rules — and the most responsibility: there is no store disclosure screen before payment and no store-kept record of consent after it. You have to build all of that yourself.

STEP 02 US: four requirements that never went away

The headline "click-to-cancel" rule was struck down — but only on procedural grounds. **ROSCA** remains in force, and that is the statute enforcement actually runs on. Its four requirements, in plain words:

1 **Don't mislead**
About the product or the subscription — every material fact has to be true.

2 **Say everything before taking the card**
That charges recur, how much, how the trial works and how to cancel — next to the consent button, not somewhere in the Terms.

3 **Get separate consent — and keep it**
Consent to the subscription itself, before the first charge. Keep retrievable proof — roughly three years is the benchmark.

4 **Leaving is no harder than joining**
Cancelling must be at least as easy as signing up, through the same channel.

STEP 03 Build to the strictest state

Federal law is a floor the states build on top of. If your flow survives the most demanding market where you have paying users, the easier ones pass automatically.

California — IN FORCE

The broadest regime

Reminders before a trial ends and before renewal, notice of price changes, online cancellation wherever sign-up was online. Keep proof of consent for about three years.

New York — FROM 11.2025

Consent to the new price

You can't simply raise the price: the user has to consent again. Otherwise they may cancel with a prorated refund.

Colorado — FROM 02.2026

Even for B2B

One-step online cancellation wherever sign-up was online. The rules reach business subscriptions too — your B2B tier is in scope.

STEP 04 EU: the price lives on the paywall screen

ART. 6, DIRECTIVE 2011/83/EU

The price, billing frequency and cancellation terms must sit on the same screen where the user taps "Subscribe" — not behind a link to a Terms page.

> **A simple test:** if seeing the post-trial price requires scrolling or leaving the screen, the requirement is most likely already breached. Tiny grey text under the button is "present, but not conspicuous".

DARK PATTERNS — PROHIBITED

- ✕ Countdown timers that quietly reset
- ✕ The priciest plan pre-selected by default
- ✕ Cancellation routed through a chain of "are you sure?" screens
- ✕ A barely visible decline button next to a bright "Continue"

The design itself is what gets judged: courts count clicks and measure contrast and menu depth — not just the wording.

STEP 05 One "Cancel" button may not be enough

A user may hold three different rights to leave, and each works differently. One button in Settings does not always cover all three.

EU · 14 DAYS

Withdrawal

Runs for 14 days after sign-up — unless you validly took the right away with separate consent to immediate access.

For the user: the money comes back, as if the contract never existed.

SOME EU COUNTRIES

Termination

Some countries require a separate, conspicuous button for it — even for one-off memberships that expire on their own.

For the user: the contract ends — not just the next charge.

US

Cancellation

Online wherever sign-up was online; one step in Colorado. Through the same channel as sign-up.

For the user: access runs to the end of the period; the next charge never happens.

The free-trial trap: if trial terms are disclosed sloppily, the withdrawal right reopens at the moment of the first charge — not for one user, but for everyone who went through the same screen.

STEP 06 Who can come after you — and with what

Four independent channels. Settling with one closes none of the others, and exposure scales with the number of countries and states where you have paying users — not with the size of your company.

$2.5B

The US federal regulator

FTC v. Amazon: a penalty plus consumer refunds, with three executives named personally.

$7.5M

State and county prosecutors

HelloFresh, 2025: with no federal involvement at all — they don't need it.

$56M

Private class actions

The same facts as a civil claim: no regulator needed and no ceiling on the amount.

4% + 6%

Coordinated EU action

Percentages of turnover: the consumer-authority network plus a separate track under digital-services law.

STEP 07 The same screen: before and after

Same product, same price, same trial. The difference costs no revenue — it is where six lines of text sit, and whether the exit exists.

● RISK ZONE

Unlock everything

Annual — best value **$79.99**

Monthly $12.99

Start free trial

By continuing you agree to our Terms. The subscription renews automatically unless cancelled at least 24 hours before the end of the current period. Charges apply after the trial.

1. The priciest plan is pre-selected — framed as "best value" on top.
2. The button carries neither the post-trial price nor the first charge date.
3. The terms sit under the button in tiny grey: present, not conspicuous.
4. No exit, and no trace of the withdrawal right being handled.

● DEFENSIBLE VERSION

Unlock everything

Annual $79.99

Monthly $12.99

7 days free, then $79.99 per year. First charge on 10 August 2026. Renews yearly until you cancel. Cancel any time in Settings — before that date you pay nothing.

Start 7-day free trial

Cancel subscription

- ✓ No plan is chosen for the user.
- ✓ The price and first charge date sit above the button, in the same type size.
- ✓ Material terms sit next to the consent, before billing details.
- ✓ The exit is on the screen itself, and visible.

WHAT ACTUALLY CHANGED

Not the price, the trial or the plans. Four things changed: which plan is selected by default, what sits above the button, in what type size — and whether the screen has an exit.

KEEP THE SCREEN

The dispute will be about what was disclosed at sign-up. A screenshot of today's build proves nothing about the version that shipped eighteen months ago.

STEP 08 What to fix first

01 **Check that the price is visible**
Open your paywall on a phone and, without scrolling, try to find the post-trial amount and the date of the first charge.

02 **Compare the way in and the way out**
Sign up and cancel yourself, counting the actions in both directions. If leaving is noticeably harder than joining, write down exactly where the gap is.

03 **Work out which exits you owe**
It differs by market: one-step online cancellation in some places, and in the EU a 14-day withdrawal right on top — unless you handled it correctly at sign-up.

04 **Make sure consent can be retrieved**
Pick a user who subscribed eighteen months ago: can you reproduce what they saw and agreed to — and how long are you required to keep it?

05 **Choose the model before the markets**
The payment model determines whose rules apply to you — which is why it is the decision to make first.

ONE PRINCIPLE

Review the purchase and cancellation flow as demandingly as the contract text, step by step, before launch. Rereading the terms alone would have caught none of the problems described here.

DEXTRA LAW FIRM

We review paywalls and cancellation flows step by step, map the jurisdictions your markets bring, and build the system of consent evidence. Instead of learning about a defect from a complaint, you get its map in advance.

Phone: **+38 (063) 52-50-299**
E-mail: **info@dextralaw.com.ua**
Web: **dextralaw.com.ua**

36-D Yevhena Konovaltsia St.,
Kyiv 01133, Ukraine

Request a paywall audit