

## Checklist: If you have ended up in a subscription trap

If you have ordered samples or accepted an offer which has led to you being stuck in a subscription - please read this checklist.

- **Do not use the product when it is delivered.** Often the products are marketed as sample packages, but in the order confirmation it is called a welcome pack.
- **Carefully read the terms and conditions and the order confirmation.** Usually it is not until then you discover that the offer has led to a subscription. If it is not clear that the offer leads to a subscription, you may not be bound by the subscription.
- **Check if you are bound by the order** which imposes a claim on payment. You are only bound by an order that entails a payment obligation if the obligation has been clarified before ordering and you have explicitly assumed the obligation.
- **Check if you can withdraw from the purchase.** You have the right to a 14-day cooling off period for distance purchases of goods within the EU. If the trader has not informed you on your right of withdrawal, the withdrawal period is extended by 12 months. If you have no right of withdrawal, look for information in the terms and conditions on how to terminate the subscription and how to do it.
- **Use your right of withdrawal.** Send a withdrawal message to the trader by e-mail or regular mail. Remember to keep a copy. If you send the message by regular mail, remember to ask the post office for a receipt which confirms that you have sent the letter. Never sign the letter with your signature. There have been cases where companies have copied and forged signatures.
- **Return the unused product.** Make sure you get a shipment receipt. It may also be useful to make sure that the package is trackable. You must pay the return shipping charge.
- **Demand to get a refund.** You are entitled to demand a refund for the money you have paid for the product, including shipping. If you have paid by bank card, contact the card issuer and ask for the possibility of doing a chargeback.

### If the company continues to demand payment

- **Have you received reminders?** You have no formal requirement to contest the invoice again. However, it may be advisable to inform the trader that you have contested the invoice on a previous occasion.
- **Have you received a debt collection demand?** You must notify the debt collector in writing that you have contested the invoice. You can use the same message as when you contested the invoice. In Sweden, it is good practice for debt collectors to not demand payment for invoices that have been contested. Read more about debt collection demands on [the Swedish Enforcement Authority's website](#).
- **Does the trader continue to withdraw money?** After you have withdrawn the purchase, the agreement is terminated and the trader is no longer authorized to debit your bank account. If the trader still does, ask your bank for the possibility of doing a chargeback. Show the bank that you have cancelled the agreement and contested the invoice.  
**Can you block your bank card?** Check with your bank if you can cancel your bank card, preventing the company from withdrawing more money from your card. Keep in mind that you may be charged for the order of a new bank card.

### Need help with your case?

Contact ECC Sweden! We can assist you if you have documentation and the company you are in dispute with is sited in another EU country, Norway or Iceland.