CHANGE IN SUBSCRIPTION TERMS? ONLY WITH YOUR PERMISSION

* **Consumer, did you have a subscription with automatic payment and it was raised in price for the new period without your consent? This is illegal.**
* **Amazon Digital UK and Amazon EU under Amazon Prime and Prime Video are changing their practices under the influence of the actions by President of UOKIK.**
* **Verification of practices with 7 other subscription providers is underway and this is just the beginning.**

**[Warsaw, 6 December 2023]** According to a BlueMedia report, in 2022, 40 percent of Poles have used subscription services\* to access movies and series. Over the years, the popularity of such services has continued to grow. In 2021, a statistical Pole used 5.7 subscriptions, compared to 3.9\* a year earlier. This way, we mainly bought telecommunications and TV services, VoD, but also home services (water, electricity, gas) or insurance. Streaming video, music or games are the most common examples of subscription services in Polish homes. Various definitions of subscription have one thing in common - they always mention regular payments for the use of a service or product under certain conditions, with operators automatically charging the new subscription period from the payment card assigned to the account.

The subscription market is characterized by a wide variety - from [subscriptions to supplements](https://uokik.gov.pl/aktualnosci.php?news_id=19942), through [a subscription to a city scooter](https://uokik.gov.pl/aktualnosci.php?news_id=18566) or access to movie programs or other digital services. All these areas are subject to constant monitoring by the Office of Competition and Consumer Protection.

Recently, President of UOKiK has investigated into the subscription terms and conditions of various services available as part of packages: Amazon Prime and Amazon Prime Video. In their existing contracts, the following companies: Amazon EU and Amazon Digital UK had procedures in place to unilaterally change prices from the new subscription period, among other things. This type of condition is particularly detrimental to customers in a situation where a payment card (debit or credit) has been assigned to the account and the operator grants itself the right to automatically charge the new amount for the next subscription period. According to President of UOKIK, in such cases, material terms and conditions, including, most importantly, the revised price of the service, should not bind consumers unless they give informed consent to renew their subscription under the new terms.

 *- We have been advocating for years that contractual terms fairly regulate the obligations of the contracting parties. With subscription services gaining popularity, consumers trust service provider and entrust their payment card data to access and pay their obligations on a regular basis. This does not mean that from that point on, operators can, without their consent, charge more than what consumers had previously opted for* -says President of UOKiK, Tomasz Chróstny.

The challenged practices failed to take into account and sufficiently safeguard the interests of consumers as the weaker party to the contract. In the opinion of President of UOKIK, a new price or other new material terms of the contract may be introduced into the next subscription period only with the prior consent of the consumer. It is unacceptable to automatically charge according to the revised price list in the form of blocking funds from the connected payment card or unilaterally making significant changes to the contractual terms.

- *There is no such thing as a consumer's "tacit consent" when it comes to renewing subscriptions for additional months at revised rates. In the situation of a price change, the mere fact of informing in advance about the change in price lists is not enough. The consumer must be able to accept the new price of the service within which he or she will make an informed decision on whether to extend the duration of the contract under the changed terms -* adds President of UOKiK, Tomasz Chróstny.

As agreed with President of UOKIK, starting tomorrow **Amazon EU and Amazon Digital UK** will send a notice to their existing customers that the provisions on changes to contractual terms as well as other disputed clauses will not be used by the entrepreneurs. This does not preclude consumers from invoking them. New contractual terms will be introduced for new customers.

Completed proceedings against **Amazon EU and Amazon Digital UK** are at the same time part of broader analyses in the subscription market currently being conducted by President of UOKIK. In the case of these two companies, the actions of President of UOKIK were terminated at the preliminary investigation stage. This is the result of cooperation with UOKIK and the development of acceptable solutions for the benefit of consumers. It is also significant that both companies didn’t try to change the prices of their services, either before or during the intervention of President of UOKIK. UOKIK is currently investigating subscription services offered by brands: Apple, Disney+, Google (with YouTube Premium), HBO Max, Microsoft (with GamePass), Netflix, or Sony (with PlayStation Plus) and any price changes they make.

*- I look forward to a change in burdensome practices for consumers, especially by large global players operating in the subscription services market. I do believe that entrepreneurs will respect the current rules in Poland and adjust contracts so that explicit consent of consumers is required for any changes in material terms. If new fees are introduced and automatically charged to existing customers, it will be necessary to remove the effects of such practices. Failure to respond, unfortunately, may result in our taking further action, including financial sanctions -* concludes Tomasz Chróstny, President of UOKiK.

The data quoted in the release are from:

\*Report "Finances of Poles in the post-pandemic era" [BlueMedia](https://autopay.pl/baza-wiedzy/badania-i-raporty/uslugi-subskrypcyjne-traca-na-zainteresowaniu-221909)

\*Report "[SubscriptionsPL](https://digitalpoland.org/publikacje/pobierz?id=8a0ae0f7-a2cd-4f2b-ac60-cb1a4e8c0eb4)" Digital Poland

**Consumer Support:**

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[Consumer Ombudsmen](https://uokik.gov.pl/pomoc.php) – in your town or district