

Changing Your Terms and Conditions? If so, Your Company Must Provide Express Notice to Consumers

“The Ninth Circuit recently reminded companies that they must provide notice to consumers when they change their terms and conditions, even where original terms state that they are subject to change at-will and at any time (i.e. the original contract contains a ‘change-of-terms’ provision). Without express notice to the consumer, any change is unenforceable,” warn David A. Grant and Hilary A. Williams in *Payne & Fears Insights*.

“In *Stover v. Experian Holdings, Inc.* ... a consumer expressly agreed to Experian’s terms as they existed in 2014. Those terms required her to arbitrate all claims arising out of the service she purchased and contained a change-of-terms provision stating that she would be consenting to ‘the then current terms’ (i.e. new or different terms added/changed after 2014) each time she accessed Experian’s website. The consumer accessed the website in 2018. At that time, the terms had changed to exclude certain disputes from arbitration. The consumer argued that her dispute should not be subject to arbitration pursuant to the 2018 terms.”

Read the article.