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FOR DTC FOUNDERS AND OPERATORS · A FIELD GUIDE

THE FREE CHOICE

Defaults, the right to say no, and urgency that's true, for brands that want customers to come back on purpose.

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September 2026 · 15 chapters · About 70 minutes

A note before you start

Every DTC store makes dozens of choices for its customers before they make one. Subscribe or one-time. Every 30 days or 60. Shipping protection on or off. Somebody picked each, usually an app's setup wizard, and the pick decides more than any copy on the page.

42% → 82%	−23%
agreed to be organ donors when they had to opt in, and when they had to opt out: the same question, a different box ticked (Johnson and Goldstein, 2003)	total subscribers after 20 months when a newspaper's trial renewed automatically instead of ending on its own, in a field experiment with over a million readers (Miller, Sahni and Strulov-Shlain, 2026 working paper)

The first number is why defaults matter: changing only which answer was preselected roughly doubled agreement. The second is why the obvious move backfires. The auto-renewing trial made more money in the short run. It also put people off starting at all, and 20 months later the newspaper had fewer subscribers than with trials that ended quietly.

That's the argument of this guide. Defaults are the strongest tool you have, stronger than any email. Used for the customer, they remove work and build a habit. Used against the customer, they pull money forward from next year and send the bill later as refunds, disputes, unsubscribes and regulators. Urgency works the same way: a real deadline helps people act on what they already want, and a fake one teaches them to ignore you.

> **The customer who chose you on purpose is worth more than the one who forgot to untick a box.**

Cancel flows live in The Standing Order and reading tests in The Honest Test. This guide covers the choices in between: what's preselected, how you ask, and whether your clock tells the truth.

How to read it

Start with The Default Audit, or with the one-page map just below. Or follow a path:

- **Founder:** the map, Good Defaults and Bad Ones, Where a Default Becomes a Trap.

- **Lifecycle lead:** Skip, Pause and Not Now, But You Are Free, Testing a Real Deadline.
- **Checkout owner:** chapters 5 to 7.
- **Whoever talks to counsel:** The Rules, September 2026.

Three tools and a scored audit run in the page. Nothing you type leaves your browser.

What's proven and what isn't

- **Filed:** court and regulator orders and settlements, dated.
- **Published:** peer-reviewed research, researchers' own working papers (labeled), and official law and guidance, dated.
- **Reported:** what a named company, law firm or payment processor published; vendor data is flagged.
- **Derived:** my arithmetic, inputs shown.

Examples that open with Say or Picture use made-up round numbers. Every source is listed in Appendix C. The chapter on the rules is an operator's summary as of September 2026, not legal advice.

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FRONT

TEN POSITIONS

What this guide argues, and what would prove each claim wrong.

A position says what would prove it wrong. Test each on your own store.

01 **Every preselected box is a decision you made for the customer, and it decides more than your copy does.**

Wrong if flipping a default moves take-up less than your best email ever did.

Whoever Sets the Default

02 **Take-up is not the outcome. A default that raises sign-ups but not reorders moves the cost downstream.**

Wrong if customers enrolled by default reorder, complain and dispute like customers who chose.

Good Defaults and Bad Ones

03 **Defaults are big and messages are small. Plan an email nudge at a few percent, not a third.**

Wrong if your holdout tests of nudge emails regularly show lifts above 20%.

How Big, Really

04 **A good default is the answer most customers would give if asked plainly, and nobody is surprised by it later.**

Wrong if your preselected options have the lowest complaint rates in your stack.

Good Defaults and Bad Ones

05 **A pre-checked paid add-on is a loan against trust, and in the EU and UK it's unlawful.**

Wrong if its refunds, tickets and disputes cost less than the extra margin.

The Checkout Box

06 **Consent from a pre-ticked box is worth less than no consent.**

Wrong if pre-ticked subscribers click and complain like those who ticked it themselves.
Consent You Can Use

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07 **The easiest “no” keeps the most customers.**

Wrong if making skip and pause visible raises cancellations over the next quarter.
Skip, Pause and Not Now

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08 **“You’re free to say no” costs nothing and lowers resistance, but in email the lift is small and the evidence weaker than its reputation.**

Wrong if choice language beats your control by double digits in a properly sized test.
But You Are Free

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09 **Fake urgency buys a small lift once and costs trust after.**

Wrong if a resetting timer beats a real deadline on 60-day orders.
Real Urgency, Fake Urgency

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10 **Every urgency claim should survive a screenshot next week.**

Wrong if “last chance” offers that return within 30 days leave the response to your next deadline unchanged.
Testing a Real Deadline

FRONT

EVERY PRESELECTED CHOICE ON ONE PAGE

Seven places a DTC stack decides for the customer. Each has a common default, an honest one, and a number that

tells you which you have.

Walk your store on a phone as a new customer and write down every choice that arrives already made. Then find its row.

CHOICE	COMMON DEFAULT	HONEST DEFAULT	THE NUMBER THAT TELLS YOU
Subscribe or one-time	Subscription ticked, terms below the fold	Either, with terms beside the button	First-renewal refunds and disputes
Reorder cadence	The shortest interval	The interval customers actually use	“Too much product” cancels per 100 subscribers
Paid add-ons	Ticked	Unticked, one plain line on what it covers	Refunds and tickets naming the add-on
Email sign-up	Ticked at checkout	Unticked, with a reason to tick it	Complaints and unsubscribes in the first 30 days, by source
SMS sign-up	Folded into another box	Its own unticked box and disclosure	Opt-outs per send, by source
Skip, pause or cancel	Cancel hidden, skip missing	Skip and pause one tap away; cancel as easy as signup	Disputes per 1,000 renewals
Urgency claims	Timers that reset, stock that never runs out	Real dates and real stock	Days until the “ended” offer returned

The rows interact. A pre-checked subscription raises the subscription share this month and the dispute rate in two months, and the disputes land with your payment processor, not in

your retention report. A timer that resets lifts this week's email and weakens the next. The cost of a bad default shows up somewhere other than where it lives. That's why it survives.

> **A bad default rarely shows up where it lives. It shows up in support, in disputes and in next quarter's list.**

Do this

- **Make the list.** On a phone, go from an ad to a delivered order to the first reorder reminder. Screenshot every preselected option and urgency claim into one document. Expect some installed by apps nobody remembers configuring.

START HERE · CHAPTER 1

THE DEFAULT AUDIT

Twelve checks on what your store decides for customers, how it asks, and whether its clocks tell the truth. About fifty minutes with a phone, your subscription app, your email platform and your support inbox.

You can't avoid defaults: a box is either ticked or it isn't. The audit asks whether each one is what a customer would pick if asked plainly, and whether its costs show up anywhere you look.

Have the screenshots from the one-page map to hand. Score each check 0 to 2: 0 if it failed or nobody can answer it, 1 if partly true, 2 if clean. “The app set it up that way” scores 0.

> **Every default was chosen by someone. The audit finds out who, and whether they’d choose it again.**

The twelve checks

01 Every preselected choice is on one list · 10 min

Look at: Product page, cart, checkout, post-purchase page, account page and first three emails, on a phone.
Good: One document lists each preselected option, who set it, when and why.
Cost if wrong: You can’t fix a default you don’t know about, and apps add new ones with updates.
Read next: Whoever Sets the Default

02 Each default passes the plain-question test · 5 min

Look at: The list from check 1.
Good: Most customers would pick each preselected answer if asked in one plain sentence, and a number supports it.
Cost if wrong: Take-up now, complaints later.
Read next: Good Defaults and Bad Ones

03 Subscribe-and-save shows its terms beside the button · 5 min

Look at: Your top subscription product page, on a phone.
Good: Ongoing price, cadence and how to cancel sit next to add-to-cart, whichever option is preselected.
Cost if wrong: “I never signed up for this” tickets and disputes at the first renewal.
Read next: Subscribe, Save and Cadence

04 The default cadence matches real use · 5 min

Look at: The default interval, against the median days between first and second orders for one-time buyers.
Good: Within a week or so of how fast people use the product.
Cost if wrong: Product piles up and “too much” becomes the top cancel reason.
Read next: Subscribe, Save and Cadence

05 **No paid add-on is pre-checked · 3 min**

Look at: Shipping protection, gift wrap, donations, warranties, priority handling.
Good: Every paid extra starts unticked.
Cost if wrong: Refunds, tickets and disputes, and in the EU and UK an unlawful practice.
Read next: The Checkout Box

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06 **Email and SMS consent start unticked · 3 min**

Look at: Checkout, account creation and pop-ups.
Good: Each channel has its own unticked box; SMS carries its required disclosure.
Cost if wrong: A list that didn't choose you, and legal exposure on texts.
Read next: Consent You Can Use

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07 **Skip, pause and change-date sit one tap from the next order · 4 min**

Look at: The pre-renewal reminder and the account's subscription page.
Good: One tap from the reminder, no login hunt.
Cost if wrong: Customers who wanted a break cancel, because cancel was the only exit they found.
Read next: Skip, Pause and Not Now

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08 **Cancel works the way signup did · 4 min**

Look at: A test subscription, canceled on a phone, timed.
Good: Online signup, online cancel, similar steps, any save offer beside a visible cancel button.
Cost if wrong: The exposure at the heart of the FTC's Amazon Prime case and several state laws.
Read next: The Rules, September 2026

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09 **Complaints and disputes are counted by cause · 4 min**

Look at: Support tags and your processor's dispute report, last 90 days.
Good: You can say how many came from subscriptions, add-ons and consent.
Cost if wrong: Nobody ever weighs a default's cost against its take-up.
Read next: The Choice Scorecard

10 **Lifecycle copy asks instead of orders · 5 min**

Look at: Replenishment, winback and review-request messages.
Good: They offer a choice and name the easy no; review asks go to every buyer, with no reward tied to a good rating.
Cost if wrong: Resistance, and review practices the FTC's 2024 rule prohibits.
Read next: But You Are Free

11 **Every countdown and stock claim is true · 5 min**

Look at: Timers, "only 3 left" and "selling fast." Reload in a private window; check inventory.
Good: Timers end at a real time, stock matches inventory, activity comes from real data.
Cost if wrong: What the UK regulator took Emma Sleep to court over.
Read next: Real Urgency, Fake Urgency

12 **"Last chance" means last · 3 min**

Look at: Twelve months of your promotion calendar.
Good: Nothing called final returned at the same or a better price within 30 days.
Cost if wrong: Customers learn to wait, and your deadlines stop working.
Read next: Testing a Real Deadline

Score as you go; your band appears when all twelve are in.

RUN YOUR NUMBERS

Score the twelve checks

0: failed, or nobody can answer it. 1: partly true. 2: clean. Scores stay in this browser.

01 Every preselected choice is on one list 10 min	0	1	2
02 Each default passes the plain-question test 5 min	0	1	2
03 Subscribe-and-save shows its terms beside the button 5 min	0	1	2
04 The default cadence matches real use 5 min	0	1	2

05 **No paid add-on is pre-checked** 3 min	0	1	2
06 **Email and SMS consent start unticked** 3 min	0	1	2
07 **Skip, pause and change-date sit one tap from the next order** 4 min	0	1	2
08 **Cancel works the way signup did** 4 min	0	1	2
09 **Complaints and disputes are counted by cause** 4 min	0	1	2
10 **Lifecycle copy asks instead of orders** 5 min	0	1	2
11 **Every countdown and stock claim is true** 5 min	0	1	2
12 **“Last chance” means last** 3 min	0	1	2

0	0 of 12
of 24 points	checks scored

Score all twelve to read your band. 12 to go.

RESET SCORES

Read your score

SCORE	WHAT IT MEANS	READ NEXT
20–24	Your defaults work for customers. Keep them that way as apps update, and start testing real deadlines	Testing a Real Deadline, then The Choice Scorecard

SCORE	WHAT IT MEANS	READ NEXT
	against your old habits.	
14–19	Mostly sound, with a few boxes doing quiet damage. Fix any zero on checks 5, 6, 8 or 11 first: those carry legal risk as well as cost.	The chapter linked from your lowest check, then Good Defaults and Bad Ones
8–13	Your store is borrowing from next quarter. Take-up looks good because customers haven't noticed yet.	Where a Default Becomes a Trap, then The Checkout Box
0–7	Stop adding boxes and timers. Untick everything paid, make every claim true, and put cancel where signup is, this month.	The Rules, September 2026, then The First Thirty Days

No subscriptions? Score checks 3, 4, 7 and 8 as 2. A clean 16 on the other eight is a strong start.

PART ONE · HOW DEFAULTS WORK · CHAPTER 2

WHOEVER SETS THE DEFAULT

The same people, the same choice, a different box ticked: agreement roughly doubles. Why that happens decides how you should use it.

Two studies started the modern interest in defaults. What they found is subtler than the headline.

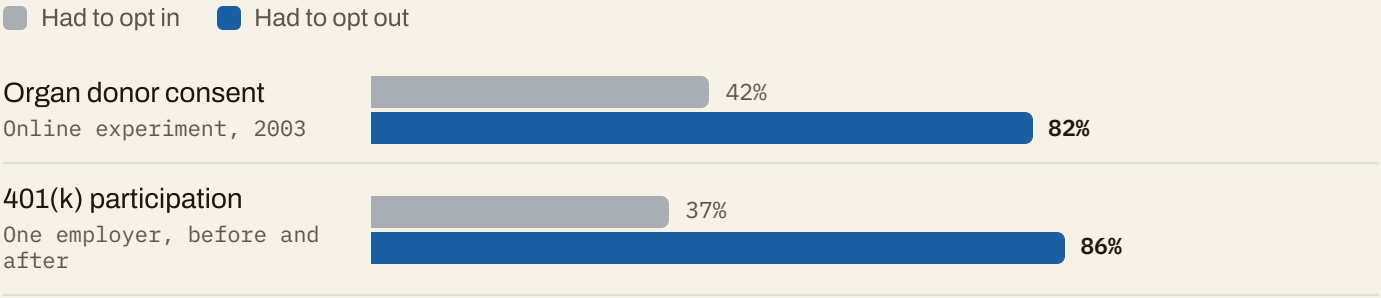
Organ donors and retirement savers

In 2003 Eric Johnson and Daniel Goldstein asked 161 people online whether they would be organ donors. The only thing that changed between groups was the default. When people had to opt in, 42% agreed. When they had to opt out, 82% stayed in. With no default at all, forced to choose, 79% agreed PUBLISHED . Across European countries the gap was the same shape and bigger: effective consent of 12% in Germany, where people opt in, against 99.98% in Austria, where they opt out PUBLISHED .

Two years earlier, Brigitte Madrian and Dennis Shea had looked at a large US employer that switched its 401(k) from opt-in to automatic enrollment. Among employees with similar tenure, participation was 37% before the switch and 86% after PUBLISHED . Only the default changed.

Same choice, different box ticked

Share who ended up in, by which answer was preselected



PUBLISHED Johnson and Goldstein, Science, 2003; Madrian and Shea, Quarterly Journal of Economics, 2001.

The part that gets left out

Both studies carry a warning the famous chart hides. Six in ten automatically enrolled employees did nothing to change the company's choice of a 3% contribution in a money market fund, and 80% of their contributions went to that fund PUBLISHED . The default raised

participation and anchored people at a savings rate few had chosen. The authors put it down to inertia and to employees reading the default as advice.

And consent is not donation. Johnson and Goldstein estimated that an opt-out default was associated with a 16.3% rise in actual donation rates, from 14.1 to 16.4 donors per million PUBLISHED . A real gain, far smaller than a 60-point gap in consent. Between the box and the outcome sat families, doctors and practical steps.

> **A default moves the box. What happens after the box is still up to the customer.**

That's the first lesson for a store. A preselected box moves take-up. Whether it moves reorders, margin or a list that buys depends on what happens next, which is where bad defaults fail.

Three reasons defaults work

A meta-analysis of 58 default studies by Jon Jachimowicz and colleagues tested three explanations PUBLISHED :

- **Effort.** Changing the answer takes a click, and some people won't spend it. Surprisingly, this didn't explain which defaults were stronger.
- **Endorsement.** People read the preselected option as what the seller recommends. Defaults that work this way were more effective.
- **Endowment.** The preselected option feels like what you already have, so giving it up feels like a loss. These were more effective too.

Endorsement matters most for a brand. Preselect subscribe-and-save and the customer reads it as advice. If the advice is good, the default is a service. If not, you've spent credibility, and the customer finds out at the first renewal.

It works on price, too

In a German experiment with online energy orders, making the pricier green tariff the default increased its purchase nearly tenfold PUBLISHED . In 13 million New York taxi rides, suggested

tips moved what riders tipped, but higher suggestions pushed more riders to leave no card tip at all PUBLISHED . Push a default too far and some people opt out of the whole thing.

Do this

- **Add a column to your list of preselected choices:** “What the default tells the customer we recommend.” If you wouldn’t say it out loud to a customer on the phone, the default is wrong.

PART ONE · HOW DEFAULTS WORK · CHAPTER 3

HOW BIG, REALLY

Defaults hold up when the evidence is checked for publication bias. Most other nudges shrink, and the ones that look like your emails shrink most.

Behavioral science had a hard decade. Famous findings failed to replicate, and journals turned out to have published the lucky results. Before you plan around a nudge, know which effects survived the checking.

The meta-analyses

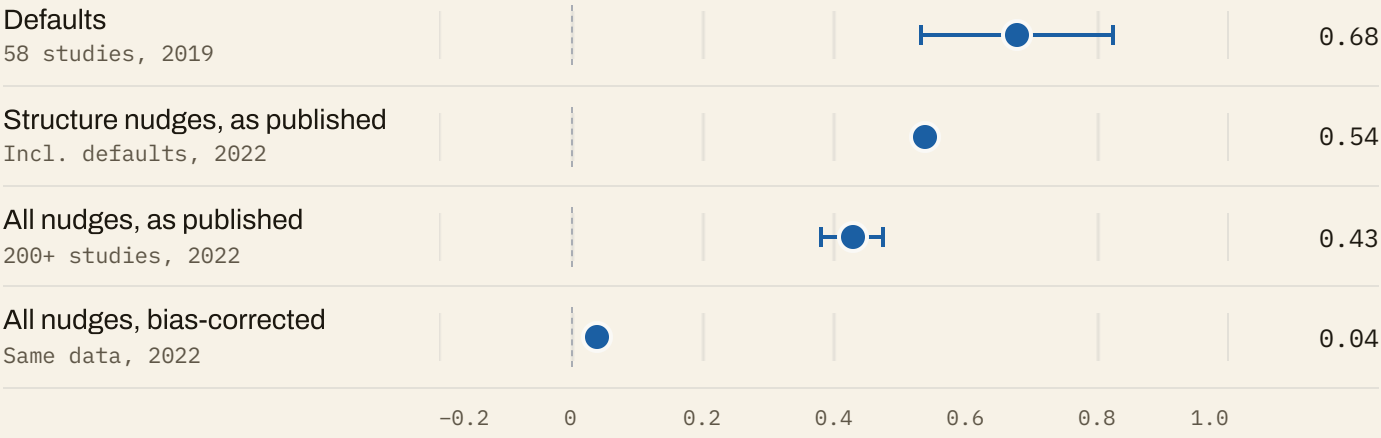
Jachimowicz and colleagues’ 2019 meta-analysis of defaults found a large average effect, d = 0.68, with wide variation: most studies found positive effects, several found none, two found negative ones. They tested for publication bias, estimated about eight studies were

likely missing, and found the effect held PUBLISHED . Defaults in consumer settings were stronger than average.

In 2022 Stephanie Mertens and colleagues pooled over 200 studies of all kinds of nudges, with more than two million participants, and found d = 0.43 overall, with “decision structure” nudges, which include defaults, strongest at d = 0.54 PUBLISHED . Months later Maximilian Maier and colleagues re-analyzed the same data with a method that corrects for publication bias. The corrected average for all nudges was d = 0.04: no evidence of an effect. For the structure category, which holds the defaults, the evidence was “undecided,” and the authors noted that the spread of results means “some nudges might be effective, even when there is evidence against the mean effect” PUBLISHED .

Defaults survive the checks. The average nudge doesn’t.

Effect size (Cohen’s d) with 95% interval where reported. Dashed line at zero.



PUBLISHED Jachimowicz, Duncan, Weber and Johnson, Behavioural Public Policy, 2019; Mertens, Herberz, Hahnel and Brosch, PNAS, 2022; Maier, Bartoš, Stanley, Shanks, Harris and Wagenmakers, PNAS, 2022. The bias-corrected estimate for structure nudges alone was reported as undecided, not as a number.

The nudge units

The most useful study for a DTC operator is the one that compared journals with the real world. Stefano DellaVigna and Elizabeth Linos collected every trial run by two large US government nudge units, 126 trials covering 23 million people, and compared them with nudges published in academic journals. In the journals, the average nudge raised take-up by 8.7 percentage points, a 33.4% lift. In the nudge units’ full set of trials, it was 1.4 points, an 8.0% lift PUBLISHED . About 70% of the gap came from selective publication combined with small samples.

Look at what the nudge units sent. About 90% of their nudges were emails, letters and postcards. Only one trial used defaults, and it was left out of the main analysis PUBLISHED . So the realistic benchmark for a reminder email is 8%, not 33%, and it says nothing about defaults, a different and stronger tool.

> **Plan a reminder email at single-digit lifts. Save the big expectations for the choices you preselect.**

What this means on Monday

Say a brand sends a replenishment reminder to 20,000 customers a month and 5% would reorder that week anyway. An 8% lift, strong by the nudge-unit standard, adds 80 orders. Someone expecting 33% was counting on 330, and will spend months rewriting copy to chase a number that was never there.

Defaults are your biggest lever, for better or worse, so they need the most care. Messages are small levers: test them with a holdout (The Honest Test covers sizing) and distrust any double-digit claim for a phrase. Chapter 11 has an example.

Do this

- **Write the expected lift next to every nudge on your roadmap:** single digits for messages, and a test plan big enough to see it. Anything planned at 20% or more gets a second look.

GOOD DEFAULTS AND BAD ONES

Three questions sort them. And one large field experiment shows what a bad default does to growth when you wait long enough to see.

Every default has two effects: the take-up it produces now, and the behavior of the people it enrolled. A good default produces customers who act like they chose. A bad one produces customers who act like they were caught.

Three questions

01 **The plain question**

If you asked customers in one sentence, “Do you want this?”, would most say yes? A default that wins the plain question removes a click. A default that loses it collects people by accident.

02 **The surprise**

Will anyone be surprised later, by a charge, a box on the doorstep or a text? Surprise is the signal that consent wasn’t real, and it’s what turns into tickets and disputes.

03 **The way back**

Is undoing it as easy as accepting it was? A default that takes one tap to accept and six to reverse is a trap, whatever the first two answers say.

Most defaults pass the first question for some customers and fail it for others. The fix is to present both options clearly, or to preselect and make the terms and the way back

impossible to miss.

What the newspaper learned

The best evidence on this comes from a field experiment run with a large European newspaper and reported in a January 2026 working paper by Klaus Miller, Navdeep Sahni and Avner Strulov-Shlain. Over a million readers were offered trial subscriptions of two or four weeks, free or at €0.99. Some trials renewed into a paid subscription automatically. Others ended unless the reader chose to continue PUBLISHED .

The auto-renewing trial did what everyone expects in the short run: more paying subscribers right after the trial. But fewer readers started a trial when it auto-renewed. The authors' summary: auto-renewal "benefits the firm in the short-term," but "lowers subscriptions take-up by 35% and total subscribers by 23% over 20 months" PUBLISHED . Many readers were inert, the paper finds, "yet most anticipate and account for their inertia."

> **Customers price in your defaults. The ones who expect to be caught don't start.**

It's a working paper, not yet peer reviewed, and one newspaper isn't every brand. But your customers have seen plenty of auto-renewing trials. When they suspect a default is set against them, some decline the whole offer.

Revenue from forgetting

Liran Einav, Benjamin Klopack and Neale Mahoney used payment-card data to show that cancellations jump in months when a card is replaced and the subscription must be actively renewed. Their models estimate these frictions "roughly double seller revenues on average, holding fixed initial subscribers" PUBLISHED .

Put the two side by side. Inertia is worth a lot to the seller, which is why bad defaults exist. Customers know it, which is why bad defaults cost more over time than they show at launch. Revenue that depends on customers not noticing is borrowed from next year's growth, and in 2025 a regulator called in one very large loan (chapter 9).

A default that passes

Say a coffee brand preselects “every 3 weeks” because its one-time buyers reorder at a median of 22 days, and shows the price, next shipment date and “skip or cancel any time” beside the button. Most customers would pick it, nobody is surprised, and moving the date is one tap. That default earns its take-up.

Now say it preselects “every 2 weeks” to lift revenue per customer, with the terms in a tooltip. It fails all three questions. The second bag arrives while the first is half full, and “I have too much” becomes the top cancel reason.

Do this

- **Put your list of preselected choices through the three questions.** Mark each one pass or fail. For every fail, decide this week: remove the preselection, or keep it and fix the terms and the way back.

PART TWO · THE STACK, BOX BY BOX · CHAPTER 5

SUBSCRIBE, SAVE AND CADENCE

The two defaults on the product page that decide most of a subscription program’s first year: which option is ticked, and how often the box comes.

A subscription toggle makes two choices before the customer does: one-time or subscribe, and how often. It's easy to set both when you install the app and never look again.

Which option is ticked

Preselecting subscribe-and-save will raise your subscription share, partly because customers read it as your recommendation (chapter 2). So preselect it only where the recommendation is true.

Whatever you preselect, the law cares about what the customer sees. The Restore Online Shoppers' Confidence Act requires online sellers of anything that renews to disclose all material terms before taking billing information, get the customer's express informed consent before charging, and give a simple way to stop the charges PUBLISHED . California's automatic renewal law, as amended for contracts from July 1, 2025, requires the renewal terms to be clear and conspicuous before the purchase and the customer's "express affirmative consent" to them, and requires the business to keep proof of that consent for at least three years PUBLISHED . A ticked toggle with the terms in a tooltip is the weakest position under both. Have counsel review the product page and checkout together.

My rule: preselect subscribe only when all four are true.

- **The product is used up.** Coffee, supplements, pet food, razors. Not a candle someone bought as a gift.
- **The terms sit beside the button:** the price after any first-order discount, the interval, the next charge date and how to skip or cancel.
- **Checkout says it again** and the customer confirms it with an action, not a sentence in the footer.
- **You measure the outcome:** first-renewal cancels and disputes for subscribers who arrived through the preselected toggle, against those who chose it.

How often the box comes

The interval default gets less attention and does more damage. Ship faster than people use the product and every subscriber builds a pile, which becomes the reason to cancel. The right default is the interval customers actually use, readable from one-time buyers: the median days between first and second orders of the same product. The Second Order covers replenishment timing in depth.

Say a supplement lasts most people 45 days, and the app's default is 30. Say subscribers on the 30-day default cancel at 12% of shipments, because the bottles pile up, and subscribers on a 45-day default cancel at 7% of shipments. Over a year at $34 a bottle, the 30-day group receives about 6.5 shipments per starting subscriber, $222 of revenue, and 22% are still subscribed at the end. The 45-day group receives about 6.3 shipments, $214, and 56% are still subscribed. Year-one revenue is nearly the same. The 45-day default goes into year two with two and a half times as many subscribers.

> **A cadence that's too fast doesn't earn more. It spends next year's subscribers to hit this year's number.**

Show the reason beside the default: "Most people finish a bottle in about six weeks." That turns the endorsement into advice the customer can check, and a reason to change it if they use more or less.

Do this

- **For your top three subscription products,** pull the median days between first and second orders for one-time buyers. Set each default interval to the nearest option, and add one line explaining it.
- **Tag subscribers by how they arrived:** toggle preselected or not. You'll need the tag for every comparison in this guide.

THE CHECKOUT BOX

Shipping protection, gift wrap, donations and warranties. A ticked paid add-on looks like free margin. Count what comes back.

The most common preselected choice in DTC checkout is a small paid extra: package protection, a donation, priority handling. It's often installed by an app that may be paid on take rate, and ticked because a ticked box sells more. The question is what the extra takers cost you afterward.

Where the law already is

In the EU this was settled in 2011. The Consumer Rights Directive requires "express consent to any extra payment," and a charge added through "default options which the consumer is required to reject" must be refunded PUBLISHED . The UK has the same rule in its Consumer Contracts Regulations.

The UK regulator has now enforced it with its new direct powers. In June 2026 the Competition and Markets Authority ordered Marks Electrical, a UK appliance retailer, to refund nearly 40,000 customers about £600,000 for two pre-selected paid services at checkout, recycling an old appliance and unwrapping and recycling packaging, and fined it £720,000 FILED . The CMA's Emma Cochrane put it plainly: "The law is absolutely clear that automatically opting customers into extra charges is never ok."

The US has no single rule banning a ticked add-on. But the FTC's 2022 report on dark patterns lists pre-checked boxes among the old tricks dark patterns have refined PUBLISHED , and its 2025 Amazon settlement required a clear decline button that can't say "No, I don't want Free Shipping" FILED . Have counsel review what applies in the states you sell into.

The arithmetic, for everywhere else

Even where it’s allowed, it might not pay. People who take an add-on because it was ticked aren’t the people who choose it. Some email support. Some ask for a refund. A few dispute the whole order, which costs the fee, the order and a mark on your dispute ratio. Some decide you’re a brand that slips things into the cart. None of that appears in the app’s dashboard. The tool puts it next to the margin.

RUN YOUR NUMBERS

What does the ticked box really earn?

Example numbers. Replace with yours. “Default-only takers” are the extra customers who take the add-on only because it was ticked.

Orders a month: 10000	Add-on price: $ 3
Share of the price kept after claims and fees: 60 %	Take rate when ticked: 70 %
Take rate when unticked: 25 %	Default-only takers who complain or want a refund: 6 %
Cost of handling each complaint: $ 5	Future contribution lost per complainer: $ 20
Default-only takers who dispute the charge: 0.3 %	Cost of each dispute: fee, lost order, time: $ 60

4,500 default-only takers a month	$8,100 extra add-on margin a month from the tick	$8,046 what they cost you back: refunds, handling, lost repeat orders, disputes	$54 what the tick really earns a month
6.0%		+0.14	

complaint rate at which the tick stops paying	added to your dispute rate, per 100 orders

> **The tick earns about $54 a month, under a cent an order, and stops paying if more than 6.0% of default-only takers complain. That's a thin margin resting on a number most stores don't measure. Count complaints that mention the add-on for a month before deciding to keep it.**

Each complaint is refunded: its margin is removed and handling and lost future contribution added. Disputes carry a fee and usually reverse the whole order; Visa's monitoring starts at 0.5% of transactions. In the EU and UK a pre-ticked paid add-on is unlawful, whatever this shows.

With the defaults, a store with 10,000 orders a month and a $3 add-on gets 4,500 extra takers from the tick and $8,100 of extra add-on margin. Six in a hundred of them complaining, plus three disputes in a thousand, costs back about $8,050. The tick earns about $54 a month, and it stops paying at a complaint rate just over 6% DERIVED . Unticked, the same add-on earns $4,500 a month from customers who wanted it, with none of the complaints.

> **The margin from a ticked box is visible in one dashboard. Its costs are scattered across four. That's the only reason it looks good.**

The complaint rate decides this, and most stores have never counted it. Search a month of tickets and refund notes for the add-on's name and divide by default-only takers, not all orders. Better still, untick it for half your traffic for four weeks and compare add-on revenue, tickets and refunds.

Write the unticked version well

An unticked add-on still sells when explained in one plain line near the total: "Package protection, $3: if it's lost or damaged in transit, we'll replace it." Customers who tick it won't complain.

Do this

- **Untick every paid add-on for EU and UK customers today,** and for everyone if your complaint count is above the break-even rate the tool shows.

- **Ask each add-on app how it's paid.** If on take rate, it will always recommend the tick.

PART TWO · THE STACK, BOX BY BOX · CHAPTER 7

CONSENT YOU CAN USE

A ticked sign-up box grows the list and shrinks what the list is worth. For text messages it also creates legal risk that no list size justifies.

The email box at checkout is the default brands defend hardest. The case for ticking it is list size. The case against is what a list is for: people who read what you send.

Email: legal in the US, weaker everywhere

In the US, CAN-SPAM is an opt-out law. You can email customers who didn't ask, as long as every message carries a working unsubscribe that you honor within 10 business days PUBLISHED . So a ticked email box at checkout is generally lawful for US customers. In the EU it isn't a form of consent at all. The GDPR's recitals say that "silence, pre-ticked boxes or inactivity should not therefore constitute consent" PUBLISHED , and in the 2019 Planet49 case the EU's top court ruled that a pre-ticked checkbox is not valid consent PUBLISHED .

Lawful isn't useful. Subscribers who never chose you tend to complain more, and complaints are what mailbox providers watch when deciding whether you reach the inbox (The Whole Machine covers deliverability). Say a ticked box adds 4,000 subscribers a month and an

unticked one adds 2,500. If the extra 1,500 mark you as spam at several times the others' rate, the list grows and your reach shrinks. Tag subscribers by source and compare 30-day clicks, unsubscribes and complaints before you argue about it.

SMS: don't default it

Text messages are different in kind. Under the Telephone Consumer Protection Act rules, marketing texts sent with automated systems need the customer's "prior express written consent": a signed agreement, which can be electronic, that clearly authorizes the messages and tells the customer they don't have to agree as a condition of buying anything PUBLISHED . A pre-ticked box, or SMS consent folded into the email box, is a weak way to show that. Customers can revoke "by using any reasonable method," honored within 10 business days PUBLISHED . Give SMS its own unticked box and disclosure, and have counsel review it.

> **A list is worth what its readers would pay to stay on it. Nobody pays for a box they didn't tick.**

Give them a reason to tick

An unticked box needs a reason about the customer. Weak: "Sign up for news and offers." Better: "Email me when it's time to reorder, and when you restock the 8-ounce." Whoever ticks that has told you what they want.

Do this

- **Untick SMS everywhere today** and give it a separate box with its disclosure.
- **Tag email subscribers by source** and compare the ticked-at-checkout group with everyone else for 30 days. Decide the email box on that comparison.

PART TWO · THE STACK, BOX BY BOX · CHAPTER 8

SKIP, PAUSE AND NOT NOW

The easiest “no” keeps the most customers. A customer who can say “not now” in one tap stays reachable; a customer whose only exit is cancel leaves.

It’s natural to design for “yes.” The “no” gets whatever the app provides: cancel three menus deep, a reminder with one button. Each turns “not now” into “not ever.”

Why the easy no pays

A customer who wants a break and can’t find one cancels, disputes the next charge or stops opening your messages. All three cost more than a skip. Stripe’s guidance on preventing disputes recommends a quick, easy way to cancel, clear billing terms up front and reminders before charges REPORTED .

The law has moved the same way. Minnesota’s automatic renewal law, which took effect in January 2025 according to the law firm Kelley Drye, restricts retention offers once a customer has asked to cancel, but explicitly allows a seller to describe “downgrading, pausing, or suspending” options PUBLISHED . California allows save offers during an online cancellation only while a “click to cancel” button stays visible next to them PUBLISHED . The direction is clear: offer alternatives, never block the exit.

There's little rigorous public evidence on how much a visible pause reduces churn; most numbers come from vendors that sell cancel flows. The case rests on simpler ground: a skip is a customer you keep, a cancel one you must win back, a dispute one you pay to lose.

Say 1,000 subscribers reach a renewal they don't need yet. With cancel the only visible exit, 300 leave, 20 of them by disputing the charge. With skip and pause one tap away, 250 skip and 60 leave, 5 of them by dispute. If two-thirds of skippers are still subscribed two months later, that's over 150 more subscribers from one cycle and 15 fewer disputes. Measure your own numbers; the direction isn't in much doubt.

Where "not now" belongs

- **The pre-renewal reminder.** Skip, pause, change date and change product, each one tap, with cancel visible. The cancel flow itself is covered in The Standing Order.
- **The replenishment reminder.** Next to "Reorder," a "Not yet, remind me in two weeks." Whoever taps it has told you their timing.
- **The sign-up pop-up.** A close link that says "No thanks." The shaming versions are confirmshaming, one of the tactics in chapter 9.
- **The post-purchase upsell.** The decline as easy to tap as the accept.

> **"Not now" is information. "Cancel" is a customer walking out because you gave them no other door.**

Do this

- **Add skip and pause buttons to your pre-renewal reminder** this week, linking straight to the action, not to a login page.
- **Add a "Not yet" link to your replenishment reminder** that reschedules the reminder, and count how many people use it.

PART THREE · THE LINE · CHAPTER 9

WHERE A DEFAULT BECOMES A TRAP

Dark patterns are common, sold as plug-ins, and effective in exactly the way that makes them dangerous: the less the customer understands, the better they work.

There’s no bright line between a helpful default and a trap, but there is a reliable test. A good default works because it’s what the customer would choose. A dark pattern works because the customer didn’t notice, didn’t understand or couldn’t find the way out.

How common

In 2019 a Princeton team led by Arunesh Mathur crawled about 53,000 product pages on 11,000 shopping sites and found 1,818 dark patterns on 1,254 sites, about 11%, with 183 sites outright deceptive. They also found 22 third-party companies selling dark patterns to retailers as ready-made plug-ins PUBLISHED . Many of your store’s tactics weren’t chosen by you. They came with an app.

Regulators found the same. The FTC’s September 2022 staff report, “Bringing Dark Patterns to Light,” described countdown timers with no real deadline, pre-checked boxes and cancellation paths built to wear people down PUBLISHED . In January 2023 the European Commission and national authorities screened 399 online shops and found 148 using at

least one manipulative practice, including fake countdown timers on 42 sites and hidden subscription terms on 23 PUBLISHED .

How well they work

Jamie Luguri and Lior Strahilevitz offered a representative sample of 1,963 Americans a paid “data protection” plan. With a plain offer, 11.3% accepted. With mild dark patterns, 25.8%. With aggressive ones, 41.9% PUBLISHED .

- **Mild patterns caused no backlash.** Aggressive ones made people angry. That’s why mild patterns spread: nobody complains in the moment.
- **Price stopped mattering.** Tripling the monthly fee, from $2.99 to $8.99, made no difference to acceptance. “Decision architecture, not price, drove consumer purchasing decisions” PUBLISHED .

A second study compared tactics. Hidden information, trick questions and obstruction were the most effective. Loaded language and social proof worked moderately. And “must act now” messages “did not make consumers more likely to purchase a costly service” PUBLISHED . Keep that in mind for chapter 12.

> **If an option sells better the less clearly you explain it, it’s selling confusion.**

The DTC versions

PATTERN	WHAT IT LOOKS LIKE IN DTC	THE HONEST VERSION
Sneaking into the basket	A paid add-on already in the cart	Unticked, one line of value
Preselection against interest	Subscription or fastest cadence ticked, terms hidden	Terms beside the button
Hard to cancel	Cancel by phone only, or behind a login maze	Cancel the way you signed up
Confirmshaming	“No thanks, I don’t like saving money”	“No thanks”

PATTERN	WHAT IT LOOKS LIKE IN DTC	THE HONEST VERSION
Hidden information	Ongoing price in gray small print	Same size and place as the intro price
False urgency	Timers that reset, stock that never falls	Real dates and real stock

Case study: Amazon Prime

The largest dark-patterns case so far is about a default. In June 2023 the FTC sued Amazon, alleging it enrolled customers in Prime without consent and made canceling hard: buying without Prime was harder to find, and some purchase buttons didn't clearly say they also joined Prime. The FTC's announcement noted press reports that Amazon called its cancellation process "Iliad," read as an allusion to Homer's poem of "twenty-four books and nearly 16,000 lines" FILED .

On September 25, 2025, Amazon agreed to pay $2.5 billion: a $1 billion civil penalty and $1.5 billion in refunds to about 35 million customers. It didn't admit wrongdoing. It agreed to a clear button to decline Prime, which can't say "No, I don't want Free Shipping," clear disclosure of cost, billing dates and renewal, cancellation through the same method used to sign up, and a third-party supervisor for the refunds FILED . By September 2026 it had paid out more than $845 million, and the court had approved raising the cap to $200 per customer FILED .

The FTC quoted an Amazon document calling subscription driving "a bit of a shady world" FILED . Every tactic in the complaint is available to a Shopify store with the right apps.

Do this

- **Run the table above against your screenshots.** For each match, write down which app or person put it there, and give it an owner and a date to fix.

PART THREE · THE LINE · CHAPTER 10

THE RULES, SEPTEMBER 2026

The federal click-to-cancel rule is gone for now. The obligations it described mostly aren't, because older federal law, the states, the card networks, the UK and the EU cover the same ground.

An operator's summary of the rules on defaults, consent and urgency, as of September 2026. Not legal advice: the rules change often, and what applies depends on where your customers live. Have counsel review your flows.

United States, federal

Click-to-cancel. The FTC finalized its revised Negative Option Rule, known as click-to-cancel, in October 2024. On July 8, 2025, six days before most of it was due to take effect, the Eighth Circuit vacated it in Custom Communications v. FTC, because the agency hadn't done a required preliminary regulatory analysis FILED . The ruling was about procedure, not easy cancellation. The FTC restarted with an advance notice of proposed rulemaking in March 2026; as of September 2026 its rule page shows no new proposed rule PUBLISHED . No federal click-to-cancel rule is in force.

ROSCA still applies. The 2010 Restore Online Shoppers' Confidence Act covers anything sold online with a negative option. It requires clear disclosure of all material terms before taking billing information, express informed consent before charging, and "simple

mechanisms” to stop recurring charges PUBLISHED . The Amazon settlement’s terms, a clear decline button and cancellation by the same method as signup, show how the FTC reads “simple.”

Section 5 and the pricing guides. The FTC Act’s ban on deception covers fake urgency. The Guides Against Deceptive Pricing require a “was” price to have been “openly and actively offered” for “a reasonably substantial period” PUBLISHED . The 2024 reviews rule bars incentives conditioned on sentiment PUBLISHED .

Text messages. Marketing texts sent with automated systems need prior express written consent, which can’t be a condition of purchase (chapter 7).

United States, states

- **California** (Business and Professions Code 17602, for contracts from July 1, 2025): express affirmative consent to renewal terms; online cancellation; save offers only beside a continuously shown “click to cancel” button; an annual reminder; 7 to 30 days’ notice of price changes; consent records kept three years PUBLISHED .
- **Minnesota** (325G.56 to .62, reported effective January 1, 2025): no retention offers after a cancellation request unless the customer agrees to hear them, asked once per attempt; describing pause or downgrade options is allowed PUBLISHED .
- **Massachusetts, Utah, New York and others** tightened rules in 2025, including cancellation as easy as signup through the same medium (Massachusetts, from September 2, 2025) REPORTED .

The practical standard is the strictest state you sell into, and for most national brands that’s California.

The card networks

Visa and Mastercard act like regulators on disputes. Visa’s monitoring flags a merchant whose disputes and fraud reports reach 0.5% of transactions, with fees above 1.5% in the US. Mastercard’s program starts at 100 chargebacks and 1.5% in a month. Refunds after a dispute don’t remove it from the count REPORTED . Surprise charges are a fast way toward those lines.

United Kingdom

- **Banned outright:** the Digital Markets, Competition and Consumers Act 2024 lists “falsely stating that a product will only be available for a limited time” to force a quick decision among practices that are unfair in all circumstances, along with fake reviews and reviews that hide an incentive PUBLISHED .
- **Enforced directly:** the CMA now orders refunds and fines itself. In 2026 it ordered Marks Electrical to refund customers for pre-selected paid extras and fined it £720,000 (chapter 6), and the High Court confirmed Emma Sleep’s undertakings over fake countdown timers and urgency claims (chapter 12) FILED .
- **Coming:** a subscription regime with reminder notices, cooling-off periods and online exit. The government expects it to “commence in spring 2027,” once the regulations are made PUBLISHED .

European Union

- **Pre-ticked extras:** the Consumer Rights Directive (Article 22) requires express consent to extra payments; charges added by default must be refunded PUBLISHED .
- **Pre-ticked consent:** GDPR Recital 32 and the Planet49 ruling (Court of Justice, October 1, 2019): a pre-ticked box is not consent PUBLISHED .
- **False urgency:** the Unfair Commercial Practices Directive bans falsely stating a product is available only “for a very limited time” to force a decision, in all circumstances PUBLISHED .
- **Fake discounts:** since the 2019 Omnibus Directive, an announced price reduction must show the prior price, the lowest in at least the 30 days before PUBLISHED . A sale that ends and restarts runs straight into this.

> **The federal rule fell. The duty it described didn’t: disclose, get consent, and let people leave the way they came in.**

Do this

- **Send counsel a screen recording** of signup, checkout, a subscription cancel and your current promotion, on a phone, with this chapter attached. Ask one question per section:

does our flow meet it for the places we sell?

PART FOUR · WORDS AND CLOCKS · CHAPTER 11

BUT YOU ARE FREE

Commands provoke resistance; choices lower it. The famous phrase that illustrates it works best face to face, weakly in writing, and less reliably than its reputation.

Lifecycle copy is full of orders. Reorder now. Don’t miss out. Leave a review. Each pushes against something people guard closely: the feeling that they decide what they buy.

Reactance

The psychologist Jack Brehm named it in 1966: when people feel a freedom is threatened, they move to restore it, often by doing the opposite. A 2026 meta-analysis by Zixi Li and Jingyuan Shi pooled 33 studies. Language high in threat to freedom (“you must,” “don’t”) raised reactance and anger, and anger was linked to less persuasion. Gain versus loss framing, “save 20%” against “don’t lose 20%,” made no difference PUBLISHED . The words that matter are the ones telling people what to do.

The phrase, and what the evidence says

In 2000 two French researchers, Nicolas Guéguen and Alexandre Pascual, had people ask strangers in the street for bus fare, sometimes adding “but you are free to accept or refuse.” With the phrase, people were more likely to give, and gave more, as the 2023 re-examination below describes it. It became a staple of the persuasion literature.

EVIDENCE	WHAT IT FOUND
Carpenter, 2013: 42 studies	A small positive effect on saying yes (correlation .13)
Same, decision made on the spot	Correlation .18
Same, decision made later	Correlation .07, a much weaker effect
Fillon and colleagues, 2023: pre-registered review of 52 experiments	A medium average effect (g = 0.44), stronger face to face
Same, only the 7 studies at low risk of bias	No detectable effect (g = 0.11, interval −0.18 to 0.40); estimated replicability very low

PUBLISHED Christopher Carpenter, Communication Studies, 2013; Adrien Alejandro Fillon, Lionel Souchet, Alexandre Pascual and Fabien Girandola, Meta-Psychology, 2023.

The first meta-analysis says the phrase works, less so when the decision isn’t made on the spot, which describes most emails and texts. The second, pre-registered, finds the best-designed studies can’t detect an effect. Plausible, probably small in writing, not proven.

> **Use choice language because it’s respectful and costs nothing, not because a phrase doubles your revenue.**

The downside of commanding copy is better supported than the upside of any magic phrase. Removing the orders is likely to help a little and very unlikely to hurt.

Choice language in the flows

FLOW	COMMANDING	CHOICE
Replenishment	“Time to reorder! Don’t run out.”	“Running low? Reorder in one tap, or we’ll check back in two weeks.”
Subscription reminder	“Your order ships Friday.”	“Your order ships Friday. Skip it, move it or change it here, whatever suits.”
Winback	“We miss you! Come back now for 20% off.”	“If it still fits your routine, here’s where to pick it up. If not, no hard feelings.”
Review ask	“Leave us a 5-star review!”	“Would you tell other people how it went? Good or bad, it helps them decide.”
Sign-up pop-up	“Don’t miss out! Enter your email.”	“Want 10% off your first order? Or keep browsing.”

Three rules make the right column work: name the easy no as a real option with a link; say it once, in one line; and mean it, because a choice line above a countdown timer reads as a trick.

Review asks carry a legal edge: the FTC’s 2024 rule prohibits incentives conditioned on a review’s sentiment PUBLISHED . Ask every buyer the same way. More on reviews is in The Proof File, and on winback offers in The First Offer.

Do this

- **Read your five busiest flows aloud** and underline every command. Rewrite each as a choice with a named no. If you test it, test it with a holdout and expect single digits.

REAL URGENCY, FAKE URGENCY

Scarcity makes things more desirable when it's real. Fake scarcity is common, weaker than it looks, and now the subject of court orders.

Urgency is a claim about the world: this ends Friday, three are left, twelve people are looking. True, it helps customers act on what they already want. False, it's a lie with a timer attached.

Why scarcity works

In a classic 1975 study, Stephen Worchel and colleagues gave people cookies from a jar and asked them to rate them. Cookies from a nearly empty jar were rated more desirable than the same cookies from a full one. They were rated higher still when the jar went from full to nearly empty, and highest when people were told the cookies had run low because others wanted them PUBLISHED . Scarcity works because it usually carries information: something is limited, or other people value it.

That's why fake scarcity is corrosive: each fake signal teaches the customer that your signals carry no information.

How much fake urgency is out there

The Princeton crawl from chapter 9 found 393 countdown timers, and 157 of them, about 40%, were deceptive: the timer reset, or the offer it said was expiring stayed live after it hit zero PUBLISHED . It found 632 low-stock messages; for 17 it could prove the number was fake,

including 16 sites that counted stock down in the same repeating pattern PUBLISHED . The European screening in 2023 found fake timers on 42 of 399 shops PUBLISHED .

How much it buys

Less than you'd think. In Luguri and Strahilevitz's second study, "must act now" messages did not make people more likely to buy a costly service PUBLISHED . Your tests may show a campaign-window lift, but part of it is pulled forward, and the scoreboard never counts the customers who noticed.

Case study: Emma Sleep

The UK's competition regulator began investigating the mattress brand Emma Sleep in 2022 and went to court in 2024. In May 2026 the High Court confirmed Emma's undertakings to stop misleading countdown timers, false "high demand" messages and "limited time" sales whose deals carried on after the deadline. Its "was/now" discount claims were set for a separate trial FILED . The regulator's senior director: "using fake countdown clocks or misleading 'discounts' to push people into spending is illegal" FILED .

Emma is an online mattress brand, and every tactic in the case is one a DTC store can install in an afternoon.

What the fake clock costs

The cost lands on the customers who notice: the one who reloads and sees the timer restart, the one who gets "final hours" and then the same offer two weeks later. The tool weighs the lift you can see against the orders you can't. The noticing inputs are estimates; the point is how small they need to be.

RUN YOUR NUMBERS

Is the fake clock worth it?

Example numbers for one campaign. Replace with yours. "Notice" means they see the timer reset or the offer come back.

Campaign orders without the clock

Lift from the clock, in the campaign window

1000	10 %
Share of that lift pulled forward from later	Contribution per order
40 %	$ 30
Customers who see the claim	Share of them who notice it was fake
40000	15 %
Next-12-month contribution per customer who sees it	Drop in future orders among those who notice
$ 20	5 %

60 truly new orders from the clock	$1,800 contribution gained this campaign	$6,000 future contribution lost from customers who notice	−$4,200 net, over the next year

1.5%

drop among those who notice at which the clock stops paying

> **The clock loses about $4,200 over the next year. It gains $1,800 now, but it stops paying if the customers who notice buy just 1.5% less, and on your inputs they buy 5.0% less. Replace it with a real deadline and test that instead (chapter 13).**

Pulled-forward orders would have come anyway, so they add nothing. The loss counts only customers who notice, and only for a year; it ignores legal risk, and the weaker response to your next real deadline, so it understates the cost.

With the defaults, the clock adds 60 truly new orders and $1,800 of contribution. If 15% of the 40,000 customers who saw it notice and buy 5% less next year, the brand loses $6,000: a net loss of $4,200. The clock stops paying if the customers who notice buy just 1.5% less DERIVED . No published figure says how much a noticed fake costs in future orders. The break-even says how little it takes.

> **A fake clock has to fool almost everyone, almost forever, to pay. It won't.**

Real urgency is everywhere

Most DTC businesses have more real deadlines than they use:

- **Shipping cutoffs.** "Order by 2pm Thursday for delivery before the 24th."
- **Real batch sizes.** "We roasted 400 bags of this lot. The next lot is different."
- **Announced price rises.** "Prices go up March 1 because our costs did." Then raise them.
- **Seasons.** The winter blend or holiday set, when they really end.
- **Real stock.** A low-stock message fed by inventory, at a threshold that means something.

Audit your claims

The scorer turns twelve months of urgency claims into one number and names the weakest. Pull the counts from your promotion calendar, apps and inventory system.

RUN YOUR NUMBERS

Score your urgency claims

Example numbers for the last 12 months. Replace with yours. Enter 0 where you don't use that kind of claim.

Countdown timers that reset, restart or outlast their deadline

50 %

Offers called last chance, final or ending

8

Of those, how many came back at the same or a better price within 30 days

5

Announced deadlines you extended

2

Low-stock messages shown when stock was above the stated number

30 %

Activity or demand messages not based on real, current data

100 %

41	5 of 5	Activity claims
honesty score, out of 100	claim types with at least one false instance	your weakest claim type

> **Most of your urgency isn’t true. That’s the pattern regulators have taken retailers to court over. Turn off every claim you can’t prove this week, starting with activity claims, and rebuild from real deadlines.**

Weights, my judgment of how directly each misleads: timers 25, returning offers 25, low stock 20, activity 20, extensions 10 (full at four). Any false claim is a problem whatever the score; false limited-time claims are banned in the UK and EU.

With the defaults, half the timers resetting, five of eight “last chance” offers returning within a month, two extended deadlines, three in ten low-stock messages false and activity messages that are pure decoration, the store scores 41 out of 100, with false instances in all five kinds of claim. The weakest is the activity messages DERIVED .

Do this

- **Score your store,** then turn off every claim you can’t prove today. Replace them with the real deadlines above, and test one (chapter 13).

PART FOUR · WORDS AND CLOCKS · CHAPTER 13

TESTING A REAL DEADLINE

Short, real deadlines help people act on intentions they’d otherwise put off. Whether yours pays depends on 60 days

of orders, not the campaign week.

The best argument for a real deadline isn't pressure. It's procrastination: people put off even what they want.

Why short deadlines work

Suzanne Shu and Ayelet Gneezy studied gift certificates and gift cards with different expiry dates. People with long deadlines procrastinated more and ended up redeeming at lower rates than people with short deadlines, the opposite of what participants predicted they'd do PUBLISHED . A longer window felt kinder and produced less use. A short, true deadline can help the customer get what they meant to get. But it only works if they believe that after Friday the chance is gone. Once they've seen your "final" offer come back, Friday means nothing.

The design

01 **Three random groups**

A: the offer with a real deadline (say 72 hours). B: the same offer with no deadline. C: nothing, the holdout.

02 **One primary metric, decided in advance**

Orders per customer over 60 days, which catches orders the deadline merely pulled forward.

03 **Guardrails**

Unsubscribes, complaints and discount cost per incremental order.

04 **Keep the deadline**

No extensions and no “back by popular demand” within 30 days, or you’ve tested a different thing and trained your list at the same time.

A worked example

Say a brand splits 30,000 customers into three groups of 10,000. In the campaign week the deadline group places 420 orders and the no-deadline group 300: a 40% lift. Over 60 days the holdout places 600, the no-deadline group 760 and the deadline group 800. The offer alone added 160 orders; with the deadline, 200. The deadline added 40 orders, a quarter more, not 40%.

And is even that real? The deadline group converted at 8.0% over 60 days and the no-deadline group at 7.6%. At 10,000 customers each, the 95% range for that difference runs from about −0.3 to +1.1 points, and the p-value is about 0.29 DERIVED . The test can’t tell, a common and useful answer: rerun it bigger before building the calendar on it. The Honest Test shows how to size it.

> **A deadline that wins the campaign week and ties over 60 days didn’t create demand. It moved it.**

If it wins

Use real deadlines sparingly and protect them. Tie each to something true, and never run the same “final” offer twice in 30 days. How often and how deep to run offers belongs to The First Offer. Your job is that when you say an offer ends, customers believe you.

Do this

- **Pick your next promotion and run it as the three-group test.** Write the brief in Appendix B before launch, and read it at 60 days.

PART FIVE · RUNNING IT · CHAPTER 14

THE CHOICE SCORECARD

One page, every month. Each default's take-up next to what it costs downstream, so nobody can celebrate one without seeing the other.

Defaults survive because their gains are reported and their costs aren't. The take rate is in the app; tickets, disputes and unsubscribes are in three other tools. The scorecard puts them on one page.

NUMBER	DEFINED AS	WHAT IT CATCHES
Subscription share, by toggle	Subscriptions over orders on subscribable products, preselected or not	How much of your program the default is carrying
First-renewal outcome, by arrival	Canceled, refunded, disputed or renewed, by preselected versus chose	Subscribers who didn't mean to be subscribers
Cadence fit	Skips and "too much product" cancels per 100 active subscribers	A default interval faster than real use
Add-on take rate and tickets	Take rate, and tickets or refunds naming it, over default-only takers	Whether the ticked box is paying (chapter 6)

NUMBER	DEFINED AS	WHAT IT CATCHES
List quality, by source	30-day unsubscribes and complaints by sign-up source, email and SMS	A sign-up box nobody chose
Easy-no usage	Skips, pauses and “not yet” taps, against cancels	Whether customers can find the other doors
Dispute ratio	Disputes over transactions, monthly, by cause	Surprise, and distance from the card networks’ lines
Urgency honesty score	From the scorer in chapter 12, re-run monthly	An app update that switched a fake timer back on
Offer recurrence	Days until each “final” offer, or a better one, ran again	Deadlines customers have learned to ignore

> **Put the take rate and its cost on the same line, or the take rate will win every argument.**

Two rules for the page

First, every take-up number sits on the same row as its downstream number; a take rate without tickets is half a fact. Second, compare by arrival: the customers a default brought in against those who chose. The blended average hides exactly the people the default affects.

Reading it

Expect blanks in the “by arrival” rows at first; start tagging now (chapter 5) and they fill within a quarter. When a number moves, check that month’s app updates first, because defaults change without anyone deciding. And read the tickets behind the complaint counts: “I never signed up” and “I didn’t add this” are the clearest signal on the page.

Do this

- **Build the page this month** with whatever you can pull, and put an owner and a date next to every blank. The queries in Appendix A fill most of it.

PART FIVE · RUNNING IT · CHAPTER 15

THE FIRST THIRTY DAYS

Legal risk first, then the boxes, then the words and clocks, then the measurement that keeps them honest. Four weeks, in that order.

Whether you've just run the audit or just inherited a store, the order is the same: remove what could get you in trouble, fix the costly defaults, change the words and clocks, then measure so it stays fixed.

01 **Week one: what's unlawful somewhere**

Untick every paid add-on for EU and UK customers, and SMS consent for everyone (chapters 6 and 7). Turn off timers that reset and activity messages not fed by real data (chapter 12). Screen-record signup, checkout and a subscription cancel on a phone and send them to counsel with chapter 10.

02 **Week two: the boxes**

Put your list of preselected choices through the three questions (chapter 4). Set each default cadence to the median real reorder interval, with one line explaining it (chapter 5). Put the subscription terms beside the button. Run the add-on tool with a real complaint count (chapter 6).

03 **Week three: the words and the easy no**

Add skip and pause to the pre-renewal reminder and “Not yet” to the replenishment reminder (chapter 8). Rewrite the commands in your five busiest flows as choices (chapter 11). Score your urgency claims and plan one real deadline (chapter 12).

04 **Week four: the measurement**

Start tagging how customers arrived at each choice. Build the scorecard (chapter 14). Write the brief for a three-group deadline test on your next promotion (chapter 13).

At day thirty you won’t have results; renewals and deadline tests take 60 days. You’ll have a store where every preselected choice is one you’d defend to a customer, every claim is true, and the costs are on one page.

> **Remove the risk, fix the boxes, then the words. Measure so it stays fixed.**

Do this

- **Put the four weeks on the calendar today,** with one owner per line, and the checkout and email owners in the same week-two meeting.

CLOSE

DAY ONE

Seven things the person who owns your defaults needs on the first day.

At many brands nobody owns defaults; apps and a theme developer set them. Whoever takes this on needs seven things on day one, or the first month goes on finding out who set what.

01 **A list of every app that touches the product page, cart or checkout**

Who installed it, what it's paid on, and admin access.

02 **The subscription app's settings**

Default option, interval, reminder timing and cancel path, with change dates.

03 **Ninety days of support tickets**

With tags and text, so complaints can be counted by cause.

04 **The payment processor's dispute report**

Disputes by reason and month, and the current ratio against the card networks' thresholds.

05 **Sign-up sources in the email and SMS platforms**

Which form, box or pop-up each subscriber came from.

06 **Twelve months of the promotion calendar**

Every offer, its dates, its depth and what it was called: final, last chance, ending.

07 **A name at counsel**

Who reviews checkout, subscription and messaging flows, and how fast they turn it around.

Do this

- **Ask for all seven in one message** today. Whatever takes longest to arrive is where the store knows least about what it decides for customers.

CLOSE

THE SHELF

The books and papers this guide leans on, and what to take from each.

Nudge: The Final Edition

Richard Thaler and Cass Sunstein, 2021

The case for choice architecture from the people who named it, including when defaults serve the chooser and when they serve the one who set them.

Deceptive Patterns

Harry Brignull, 2023

The taxonomy of dark patterns from the designer who coined the term, with the legal cases. Read it with your checkout open.

“When and why defaults influence decisions”

Jon Jachimowicz, Shannon Duncan, Elke Weber and Eric Johnson, 2019

The meta-analysis behind chapters 2 and 3: how big defaults are, and why endorsement matters more than effort.

“RCTs to Scale”

Stefano DellaVigna and Elizabeth Linos, 2022

The antidote to published effect sizes. Read it before you forecast what any email will do.

“Shining a Light on Dark Patterns”

Jamie Luguri and Lior Strahilevitz, 2021

What dark patterns actually do to take-up, why mild ones don’t provoke backlash, and why “act now” did nothing.

“Dark Patterns at Scale”

Arunesh Mathur and colleagues, 2019

How common fake timers and stock counts are, and how many come from plug-ins. A checklist in disguise.

Why Not?

Barry Nalebuff and Ian Ayres, 2003

A book of habits for turning problems around. Asking “why not the other way?” of every preselected box in your store is a good place to start.

Full references for everything else are in Appendix C.

CLOSE

ABOUT THE AUTHOR

Andrew Lauchner is a growth and retention operator for consumer brands and the author of sixteen free books on the method. He fixes the second-purchase problem through his practice, Growth Legend, as one engagement: The Second-Purchase Sprint. He is the

author of The Second Order, on turning first-time buyers into second-time buyers, and The Whole Machine, on the fundamentals of DTC growth, along with a series of field guides for DTC operators at andrewlauchner.com.

As Senior Director of Growth and Retention Marketing at Gallery Furniture, he rebuilt the customer journey and the sales playbooks together. He has worked on growth and retention at Binance and 3Commas, and has been Head of Growth and Retention at Greatness Wins and at Nexus Agriscience.

WHAT COLLEAGUES SAY

“Andrew led retention, lifecycle, and email/SMS, but what separates him from most in this space is how deeply he understands the role retention plays in the overall growth engine.”

Akram Khan, Head of Marketing at Gallery Furniture, senior to Andrew but didn’t manage Andrew directly

Andrew answers every note from operators working on this. Write to andrew@growthlegend.com or message him on LinkedIn.

APPENDIX A

FOR YOUR ANALYST

The formulas behind the three tools, and four queries that fill most of the scorecard.

The formulas

FOR	FORMULA	NOTES
Default-only takers	$E = N \times (t_{ticked} - t_{unticked})$	N: orders; take rates from a split test.
What the tick earns	$E \cdot P \cdot m - E \cdot s \cdot (P \cdot m + c + L) - E \cdot d \cdot F$	P price, m share kept, s complaint rate, c handling, L lost future contribution, d dispute rate, F cost per dispute.
Break-even complaint rate	$(P \cdot m - d \cdot F) / (P \cdot m + c + L)$	Above this, the tick loses money.
Fake clock, gain	$O \times lift \times (1 - pulled\ forward) \times contribution$	O: campaign orders without the clock.
Fake clock, loss	$seen \times noticed \times V \times drop$	V: next-12-month contribution per customer who saw it.
Fake clock, break-even drop	$gain / (seen \times noticed \times V)$	Above this, the clock loses money.
Urgency honesty score	$100 - 25a - 25(c/b) - 10 \cdot \min(f,4)/4 - 20d - 20e$	a, d, e as shares; b: last-chance offers; c: those that returned within 30 days; f: extended deadlines.

Add-on outcomes by checkout version

```
-- orders in a split test of the add-on box: ticked vs unticked
-- order_lines: sku 'PKG-PROTECT' marks the add-on
-- checkout_variants: order_id, variant ('ticked' / 'unticked')
-- tickets: one row per ticket, with order_id and body
SELECT v.variant,
       COUNT(DISTINCT o.order_id)                              AS orders,
       COUNT(DISTINCT ol.order_id)                             AS took_addon,
       COUNT(DISTINCT r.order_id)                              AS addon_refunded,
```

```
       COUNT(DISTINCT t.order_id)                                AS addon_tickets,
       COUNT(DISTINCT d.order_id)                                AS disputes
FROM orders o
JOIN checkout_variants v ON v.order_id = o.order_id
LEFT JOIN order_lines ol ON ol.order_id = o.order_id AND ol.sku = 'PKG-PROTECT'
LEFT JOIN refunds r      ON r.order_id = o.order_id AND r.line_sku = 'PKG-PROTECT'
LEFT JOIN tickets t      ON t.order_id = o.order_id
                        AND t.body ILIKE '%protection%'
LEFT JOIN disputes d     ON d.order_id = o.order_id
WHERE o.created_at >= CURRENT_DATE - INTERVAL '35 days'
GROUP BY v.variant;
```

Default-only takers are the difference in `took_addon` between variants. Divide the difference in refunds and tickets by it to get the complaint rate for the tool in chapter 6. Allow a week for late tickets and disputes.

First-renewal outcome by arrival

```
-- subscriptions: arrival = 'preselected' or 'chose' (tag at checkout)
-- subscription_charges: one row per renewal attempt, with charge_number
SELECT s.arrival,
       COUNT(*)                                                  AS subscribers,
       AVG(CASE WHEN s.canceled_at < c.scheduled_at THEN 1 ELSE 0 END) AS canceled_before_
       AVG(CASE WHEN c.status = 'paid' THEN 1 ELSE 0 END)           AS first_renewal_paid
       AVG(CASE WHEN c.refunded THEN 1 ELSE 0 END)                  AS first_renewal_refu
       AVG(CASE WHEN c.disputed THEN 1 ELSE 0 END)                  AS first_renewal_dispu
FROM subscriptions s
LEFT JOIN subscription_charges c
  ON c.subscription_id = s.subscription_id AND c.charge_number = 2
WHERE s.created_at BETWEEN CURRENT_DATE - INTERVAL '150 days'
                       AND CURRENT_DATE - INTERVAL '60 days'
GROUP BY s.arrival;
```

Charge number 2 is the first renewal. Refunded and disputed renewals are the clearest sign of a default nobody chose.

Real reorder interval, for the default cadence

```
-- median days between first and second order of the same product,
-- one-time buyers only
```

```
WITH firsts AS (
  SELECT o.customer_id, ol.product_id, o.created_at,
         ROW_NUMBER() OVER (PARTITION BY o.customer_id, ol.product_id
                            ORDER BY o.created_at) AS n
  FROM orders o
  JOIN order_lines ol ON ol.order_id = o.order_id
  WHERE o.subscription_id IS NULL
)
SELECT a.product_id,
       PERCENTILE_CONT(0.5) WITHIN GROUP (
         ORDER BY EXTRACT(DAY FROM b.created_at - a.created_at)) AS median_days,
       COUNT(*) AS repeaters
FROM firsts a
JOIN firsts b ON b.customer_id = a.customer_id
             AND b.product_id = a.product_id AND b.n = 2
WHERE a.n = 1
GROUP BY a.product_id
HAVING COUNT(*) >= 50;
```

This counts only people who came back, so treat it as the fastest sensible default and round up.

Offer recurrence

```
-- promotions: promo_id, offer_key (what's offered), discount_pct,
-- starts_at, ends_at, called_final (true if billed as final/last chance)
SELECT p.promo_id, p.offer_key, p.ends_at,
       MIN(q.starts_at)                                  AS next_same_or_better,
       EXTRACT(DAY FROM MIN(q.starts_at) - p.ends_at)    AS days_until_it_returned
FROM promotions p
LEFT JOIN promotions q
  ON q.offer_key = p.offer_key
 AND q.discount_pct >= p.discount_pct
 AND q.starts_at > p.ends_at
WHERE p.called_final
  AND p.ends_at >= CURRENT_DATE - INTERVAL '12 months'
GROUP BY p.promo_id, p.offer_key, p.ends_at
ORDER BY days_until_it_returned NULLS LAST;
```

Rows under 30 days go into the scorer in chapter 12. Expect to build the promotions table by hand from the email calendar the first time.

APPENDIX B

TEMPLATES

Messages, copy and briefs to adapt. Every marketing message carries a working opt-out, and consent wording needs counsel's review.

Pre-renewal reminder, email

```
SUBJECT   Your Next Order Ships Friday
PREVIEW   skip it, move it or change it in one tap

Hi {first_name},

Your next {product} ships Friday, {date}, for {price}.

Want it then? You don't need to do anything.

Not yet?   [Skip this one]   [Move the date]
Need a break?   [Pause for a month]
Something different?   [Change product or frequency]

If you'd rather stop, you can [cancel here] in one step.

{brand}

You're receiving this because you have an active subscription.
Marketing emails: [unsubscribe]. {postal address}
```

Pre-renewal reminder, SMS

```
{brand}: your {product} ships Fri {date} for {price}. Not yet?
Skip, move or pause: {short_link}. To cancel: {short_link2}.
Reply STOP to opt out.
```

Replenishment reminder with “not yet”

```
SUBJECT   Running Low On {Product}?
PREVIEW   reorder in one tap, or we'll check back later

Hi {first_name},

Most people finish {product} in about {median_days} days, and it's
been {days_since} since yours arrived.

[Reorder in one tap]

Not yet? [Remind me in two weeks]. We'll check back then, and not
before.

{brand}
[Unsubscribe] {postal address}
```

Review request

```
SUBJECT   How Did It Go?
PREVIEW   good or bad, it helps the next person decide

Hi {first_name},

You've had your {product} for {days} days. Would you tell other
people how it's going? Good, bad or mixed, an honest review helps
the next person decide.

[Write a review]

Totally up to you. Every customer gets this same email.

{brand}
[Unsubscribe] {postal address}
```

Product page and checkout copy

```
SUBSCRIPTION TOGGLE (beside the button)
  ( ) One-time   {price}
  ( ) Subscribe  {sub_price} every {interval} days
      Most people finish one in about {median_days} days.
      After your first order: {ongoing_price}. Skip, change or
      cancel any time from your account or your reminder text.

CHECKOUT CONFIRMATION (above the pay button, subscription only)
  [ ] I want {product} every {interval} days at {ongoing_price},
      charged on shipment until I cancel. I can cancel online any time.

ADD-ON (unticked, near the order total)
  [ ] Package protection, {price}: if it's lost or damaged in transit,
      we'll replace it.

EMAIL SIGN-UP (unticked)
  [ ] Email me when it's time to reorder, and when you restock.

SMS SIGN-UP (unticked, separate; have counsel review)
  [ ] Text me offers and reorder reminders. By checking this box I agree
      to receive recurring automated marketing texts from {brand} at the
      number provided. Consent is not a condition of purchase. Msg
      frequency varies. Msg and data rates may apply. Reply STOP to
      opt out, HELP for help. [Terms] [Privacy]
```

Urgency claims policy

1. A deadline is a real date and time, the same for every customer.
   It is never extended, and the timer never resets.
2. An offer called final, last chance or ending does not return at the
   same or a better price for at least 30 days.
3. Stock messages come from inventory, update live, and appear only
   below a threshold we can defend.
4. Activity messages ("12 people viewing") are real and current, or
   they are off.
5. Every "was" price is a price we charged openly for a substantial
   period. In the EU, the prior price is the lowest of the last 30 days.
6. New apps that show urgency are checked against this first.
   Owner: {name}.

Deadline test brief

```
OFFER              what, how deep, to whom:
THE TRUE REASON    shipping cutoff / batch / price change / season:
GROUPS             A real deadline ({hours}h) / B no deadline / C holdout
SIZE PER GROUP     customers:         (sized in advance)
PRIMARY METRIC     orders per customer over 60 days
GUARDRAILS         unsubscribes / complaints / discount per extra order
RULE               no extension; no return of this offer for 30 days
IF A BEATS B       we will:
IF IT CAN'T TELL   we will:
OWNER              name, and the date it will be read (day 60):
```

APPENDIX C

SOURCES

Every external source, by chapter. Web sources were read in September 2026.

How defaults work (front matter, chapters 2 to 4)

- Eric J. Johnson and Daniel G. Goldstein. “Do Defaults Save Lives?” Science 302(5649): 1338–1339, 2003. Full text.
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- Liran Einav, Benjamin Klopack and Neale Mahoney. “Selling Subscriptions.” American Economic Review 115(5): 1650–71, 2025.

The stack (chapters 5 to 8)

- Restore Online Shoppers’ Confidence Act, 15 U.S.C. § 8403, 2010.
- California Business and Professions Code § 17602, as amended by AB 2863 (2024), for contracts from July 1, 2025.
- Minnesota Statutes § 325G.58. Kelley Drye, “Auto-Renewal Laws: 2025 Round-Up”.
- Directive 2011/83/EU (Consumer Rights Directive), Article 22.
- Competition and Markets Authority. “CMA orders Marks Electrical to refund customers over pre-selected extra charges,” June 18, 2026.
- Federal Trade Commission. CAN-SPAM Act: A Compliance Guide for Business.
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- 47 C.F.R. § 64.1200 (Telephone Consumer Protection Act rules).
- Stripe. Dispute and fraud card monitoring programs, read September 2026; pricing (dispute fees).

The line and the rules (chapters 9 and 10)

- Arunesh Mathur, Gunes Acar, Michael J. Friedman, Elena Lucherini, Jonathan Mayer, Marshini Chetty and Arvind Narayanan. “Dark Patterns at Scale: Findings from a Crawl of 11K Shopping Websites.” Proceedings of the ACM on Human-Computer Interaction 3 (CSCW), 2019.
- Jamie Luguri and Lior Jacob Strahilevitz. “Shining a Light on Dark Patterns.” Journal of Legal Analysis 13(1): 43–109, 2021.
- Federal Trade Commission. “Bringing Dark Patterns to Light,” staff report, September 15, 2022.

- European Commission. “Manipulative online practices found on 148 out of 399 online shops screened,” January 30, 2023.
- Federal Trade Commission. Complaint announcement, FTC v. Amazon.com, June 21, 2023; $2.5 billion settlement, September 25, 2025; additional payments, September 17, 2026.
- Custom Communications, Inc. v. FTC (8th Cir. July 8, 2025); Gibson Dunn summary. FTC, Negative Option Rule page, read September 2026.
- Federal Trade Commission. Guides Against Deceptive Pricing, 16 C.F.R. § 233.1; final rule on fake reviews and testimonials, August 14, 2024.
- Digital Markets, Competition and Consumers Act 2024, Schedule 20. Department for Business and Trade, government response on the subscription contracts regime, April 2, 2026.
- Directive 2005/29/EC (Unfair Commercial Practices), Annex I. Directive (EU) 2019/2161, Article 2 (new Article 6a of Directive 98/6/EC).

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reports on its own category, the text says so. Derived figures are my arithmetic, inputs shown. Examples that open with Say or Picture use made-up round numbers. Consumer-protection, auto-renewal, privacy and messaging rules vary by state and country and change often; the summary here is as of September 2026. Have counsel review your flows. None of this is legal or financial advice.

Privacy