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The LCO is Ontario's leading law reform agency. The LCO provides independent, balanced, and authoritative advice on complex and important legal policy issues. Through this work, the LCO promotes access to justice, evidence-based law reform and public debate.

LCO reports are a practical and principled long-term resource for policymakers, stakeholders, academics and the general public. LCO's reports have led to legislative amendments and changes in policy and practice. They are also frequently cited in judicial decisions, academic articles, government reports and the media.

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1. Improving Consumer Protection in Ontario's Digital Marketplace

This is the *Executive Summary* to the *Final Report* of the Law Commission of Ontario's (LCO) [Consumer Protection in the Digital Marketplace](#) project.¹ This project makes 32 recommendations to improve consumer protection in terms of service (ToS) contracts for digital products and services.

In broad terms, the LCO's project considers if or how Ontario's consumer protection legislation should be updated to better protect consumers in the digital marketplace. More specifically, the project considers how to update traditional consumer protections such as notice and disclosure requirements, deception and unconscionability rules, and consumer enforcement in light of the new, complex, and expansive range of consumer risks in the digital economy.

The LCO's project coincides with the most significant consumer protection reforms in Ontario in the last twenty years. In December 2023, the provincial government passed Bill 142, the *Better for Consumers, Better for Businesses Act, 2023* (Bill 142). Bill 142 enacted the *Consumer Protection Act, 2023* (CPA 2023)² which replaced the *Consumer Protection Act, 2002* (CPA 2002).³ The LCO made extensive submissions to the legislative process.⁴

The provincial reforms were motivated by many issues above and beyond digital contracting.⁵ One of the province's key objectives, however, was "to ensure that the laws governing the marketplace are in tune with our times"⁶ and to

*...strengthen protection for consumers, **adapt to changing technology and marketplace innovations**, and streamline and clarify requirements to improve consumer and business understanding and compliance.⁷ [Emphasis added.]*

The LCO's 32 recommendations rely on an extensive consultation process. In June 2023 the LCO published the *Consumer Protection in the Digital Marketplace: Consultation Paper*.⁸ Over the next several months the LCO engaged with dozens of institutions and individuals. Overall, the LCO heard from legal experts; businesses; academics; consumers; vulnerable consumers (including youth, older people, and members of different cultural and linguistic communities); consumer advocacy organizations; business organizations; and consumer and corporate litigators. An independent project Advisory Group provided additional input, guidance, and oversight.



2. Catalysts for Reform

ToS, “click consent” and other types of standard form contracts are ubiquitous features of the digital marketplace. Hardly a day goes by that consumers in Ontario are not asked to click, tap, scan, or otherwise confirm “I ACCEPT” when presented with a contract for an online product, transaction, or service.

ToS contracts have many advantages: they are often fast, consistent, efficient, and transparent. These attributes make ToS contracts ideal for high-volume, routine consumer transactions of many kinds.

In recent years, however, many ToS contracts have been criticized by consumers, businesses, courts, and governments due to their length, complexity, opacity, and inclusion of terms which may be confusing, deceptive, misleading, unfair, or contrary to Ontario law. These criticisms are particularly acute for ToS contracts in the digital marketplace, where frequent and routine transactions are governed by new technology, contracting arrangements, and business practices which have been shown to undermine traditional consumer protections.

Ontario’s CPA was enacted in 2002 and had not been substantially amended in more than 20 years.⁹ Since then, Ontario’s digital economy has grown substantially. Many consumer transactions are now governed by new forms of contracting, technology, business models, and marketplace practices that were neither addressed nor contemplated in CPA 2002.

The LCO’s research and consultations confirm online consumer contracting raises several new risks and challenges for Ontario’s consumers. It also appears traditional consumer protection strategies are often inadequate to address these issues.

The risks to consumers include the following:

Consumer consent may be illusory.

Notice is a fundamental principle of consumer protection law intended to ensure consumers can read and consent to contractual terms. The common law, CPA 2002, and CPA 2023 require adequate disclosure be given to the consumer to read and understand contractual terms and conditions.¹⁰ Notwithstanding this principle, it is now widely acknowledged that consumer consent in online ToS is often illusory because digital ToS are very long, difficult to understand, and exclude the participation of diverse and young consumers.

Notice and disclosure may not protect consumer interests.

Many traditional consumer protection strategies – such as consumer notice and disclosure – do not effectively protect consumer’s interests in the digital marketplace. Legal researchers note that disclosure and ToS often

*...disregarded people’s cognitive abilities, literacy levels and/or lack of motivation to engage with information that does not seem to help them achieve a particular goal...*¹¹

Studies confirm how “one or two of every 1,000 retail software shoppers access the license agreement and most of those who do access it read no more than a small portion.”¹²

Online consumers often have few options and cannot negotiate.

ToS contracts are often presented as “take it or leave it” propositions. Proprietary digital formats and apparently “free” online services and platforms can “lock-in” consumers to specific products and services. This situation gives businesses “both the ability and incentive to unfairly influence consumers.”¹³ Studies in the United States demonstrate that the market regulatory power of consumer choice is largely ineffective in ensuring fair and balanced ToS.¹⁴

Deceptive “dark patterns” may undermine notice and consent.

“Dark patterns” are subtle or invisible (“dark”) design practices used in contracts, software, and user interfaces to “pattern” or “steer, deceive, coerce, or manipulate consumers into making choices that often are not in their best interests.”¹⁵ “Dark patterns” may include “frictionless” sign-up practices that minimize notice of risks to the consumer; consent boxes and user settings checked by default; settings with unclear yes/no status; and settings buried deep within multi-layered menus or websites.¹⁶ Research demonstrates that dark patterns are very effective at “subverting or impairing consumer autonomy, decision-making or choice”¹⁷ and can undermine consumer protection practices.

No-cost and low-cost services may not be protected.

Many digital services are provided on a low-cost or no-cost basis to the consumer. Such business models may avoid the regulation and scrutiny of consumer law as they fall short of monetary thresholds that trigger legislative oversight.¹⁸

ToS may restrict legal remedies and access to justice.

Consumers also often find it impractical to enforce their rights, particularly for the kinds of low-cost or routine transactions and activities that take place in the digital marketplace. ToS may also include terms stating that disputes are governed by foreign laws or must be initiated in a foreign jurisdiction. Many ToS also specify that disputes must be resolved through internal dispute resolution mechanisms, binding arbitration, or that class action rights are waived.

In addition to these issues, the LCO’s research and consultations identified two further catalysts for consumer protection reform:

The need for a better environment for business.

The 2020 and 2023 Ontario CPA Consultation Papers recognize that updated consumer protection legislation benefits both consumers and businesses.¹⁹ Consumer protection legislation establishes baseline requirements for transparency, dispute resolution, jurisdiction, and regulatory compliance. This fosters a more competitive playing field for businesses, avoids a race to the bottom, and improves consumer confidence.²⁰

The emergence of a global “New Consumer Agenda.”

The “new consumer agenda” has gained significant momentum internationally and within Canada.²¹ For instance, the European Union (EU), the United Kingdom (UK), and Australia recently enacted significant legislation to modernize consumer protection in the digital marketplace.²² Many legislative, regulatory, and administrative initiatives are also underway in the United States.²³

Canada is demonstrating a similar interest, introducing several pieces of federal legislation to regulate online harms, consumer privacy and artificial intelligence,²⁴ along with investigations by privacy commissioners across the country.²⁵

The objectives of the “new consumer agenda” are to:

- Update traditional consumer contracting protections – such as notice, deception, unconscionability, and unfairness – to govern new business practices in the digital marketplace.
- Ensure consumer protection in the digital marketplace complements privacy law, data governance, competition law, product liability, and AI regulation.
- Promote better enforcement and access to justice.

There is growing momentum to embrace these developments among leading consumer enforcement agencies, academics, law reform agencies, and courts.²⁶



As currently enacted, the LCO believes CPA 2023 does not provide sufficient protections for Ontario’s online consumers. Most significantly, CPA 2023 does not establish a dedicated regulatory framework to govern online consumer transactions.

The LCO has other criticisms as well:

For example, CPA 2023 eliminates and replaces an array of consumer protections specific to “internet” and “remote” agreements with a single reference to “a contract entered into online,” a term which is undefined in the legislation and given no specific rights or protection.³⁶ In contrast, many jurisdictions outside of Ontario have legislated definitions of “online” or “digital” contracts, practices, or services.³⁷ In many cases, these jurisdictions have defined specific legislative provisions that effectively act as “standard terms” applicable to all digital marketplace ToS.

CPA 2023 also continues certain practices from CPA 2002 that no longer reflect business practices common in today’s digital marketplace. For instance, some of the largest digital marketplace products and services with the most users are provided on a free or low-cost basis that falls below the monetary trigger required to invoke consumer rights under the CPA.³⁸ Many jurisdictions outside Ontario have taken positive steps to ensure all digital consumers are protected. For example, British Columbia and the European Union do not have a monetary threshold. Experience in these jurisdictions demonstrates that risks and burdens on businesses are minimal.³⁹

Finally, CPA 2023 does little to address the frequent need of consumers to resolve an increasing number of disputes and unfair practices without the complexity and cost of going to court. Again, other jurisdictions have established online dispute resolution mechanisms to resolve issues quickly and at low cost to consumers and businesses alike.⁴⁰

The LCO believes that CPA 2023 will fulfill its potential if the provincial government adopts a series of focused law and regulatory reforms. If adopted, these measures would improve the CPA 2023 for the benefit of all Ontarians.



Eliminating the minimum monetary threshold to protect consumers in all transactions.

CPA 2023 addresses consumer protections and monetary thresholds indirectly by establishing the regulatory authority “prescribing one or more amounts” that may limit the applicability of the Act’s consumer protections.⁴²

It is not clear whether, or how, the provincial government will use this authority to limit – or ensure – consumer protections for free or low-cost consumer contracts. However, the LCO is concerned that the provincial government will reinstate the minimum \$50 monetary threshold and thus shelter free and low-cost online contracts from important consumer protections.

The LCO has concluded that a simple, single monetary threshold is no longer a valid precondition for online consumer protections. Legislators in the 1960s (or 2002, for that matter) could not have foreseen the radical transformation of Ontario’s consumer economy due to online contracting. Nor could they have foreseen how consumers in 2024 rely on digital marketplace services and accompanying business models where goods or services are often provided on a free or low-cost basis.

In the LCO’s view, a modern CPA would eliminate the minimum monetary for online contracts. This would ensure consumers of free, low-cost, or occasional cost online services had important consumer protections respecting notice, disclosure, etc. That said, the LCO acknowledges there may be times or circumstances where a monetary threshold is an appropriate limitation for some forms of online contracting. In our view, the best way to address these circumstances is to develop specific regulations or limitations, rather than simply exempting all free or low-cost online contracts.

Improving notice and disclosure with simpler and up-front “key information” that is explicit about consumer risks, consequences, and choices.

Consumer notice and disclosure is one of the pillars of consumer protection legislation. Notice and disclosure reduce information asymmetries, improve consumer awareness, and facilitate the exercise of consumer choice. There are many notice and disclosure provisions in Ontario’s CPA 2002. CPA 2023 has comparatively fewer, and with less specificity, as it aims to streamline and simplify such provisions.

The ubiquity of online contracting/ToS and modern business practices challenge traditional assumptions about why, and how, consumers are provided notice and disclosure. In these circumstances, it is not surprising that notice and disclosure has been perhaps the highest profile and most discussed online consumer protection law reform issue.

Both CPA 2002 and CPA 2023 reflect the traditional “more disclosures, more notifications” consumer protection model. But as contract scholars note, in the digital era this only results in consumer “accumulation and overload.”⁴³

To address this issue, the LCO recommends the CPA 2023 be amended, or regulations adopted, to require suppliers to disclose such “key information” as may be required. Providing “key information” simplifies the burden on consumers and business, who often add ToS disclosures as a precautionary strategy to fulfill indeterminate legal requirements and insulate themselves from potential liability.⁴⁴

Adopting key information requirements in the CPA 2023 would be an important step towards protecting Ontarians from the risks of online contracting. Adopting key information requirements would also restore the long-standing balance between consumer protection and expediency that is at the heart of many standard form contracts.

In the long run, key information requirements could be used to create standard contractual terms or disclosure notices for online consumer transactions equivalent to banking disclosure requirements mandated in Canada,⁴⁵ the “Schumer Box” that summarizes credit card terms in the United States,⁴⁶ or similar “trustmarking” regimes.

Prohibiting a range of practices in the digital marketplace that have been shown to be contractually deceptive, unfair, or unconscionable.

Deception occurs where contract terms conflict with the affirmations, promises and suggestions made to the consumer. Deception undermines the premise that the contract term was agreed to and thus triggers the interests of all contracting parties. The American Law Institute (ALI) *Restatement on Consumer Contract Law (2022)* (“ALI Restatement”) specifies that deception should be understood broadly to encompass not only outright fraud, but any act or practice that is likely to mislead the “reasonable consumer.”⁴⁷ The emphasis is on the consumer’s false perception, not on the business’s intent to deceive.⁴⁸

Unconscionability addresses contractual terms that are excessively one-sided and unfair, or which diverge from a consumer’s reasonable expectations.⁴⁹ Unconscionability includes procedural unconscionability (such as unfair surprises or lack of consumer awareness of “market context”) and manipulative techniques that prioritize or minimize certain information.⁵⁰

Protections against deception and unconscionability are arguably the most important cornerstones of consumer protection law given the inherent limitations of notice and disclosure. Accordingly, the ALI has concluded that: “... the prudent approach—reflected in this Restatement and in case law—is to protect consumers against terms that either overreach or undermine express promises made by the business.”⁵¹

Both CPA 2002 and CPA 2023 state that it is “an unfair practice for a person to make a false, misleading or deceptive representation.”⁵² Both statutes also state that “it is an unfair practice to make an unconscionable representation or to engage in an unconscionable act.”⁵³ Finally, both statutes regulate practices related to deception, unfairness, and unconscionability by enumerating detailed lists of deceptive and unconscionable terms.⁵⁴

CPA 2023 includes 21 examples of “false, misleading or deceptive representation” and a further nine examples of “unconscionable acts.” Unfortunately, CPA 2023 does not include any specific examples of false, misleading, or deceptive representations or unconscionable acts in the digital marketplace.

The LCO recommends that CPA 2023 be amended, or regulations adopted, to specifically enumerate a range of false, misleading, or deceptive representations and unconscionable acts that take place in the digital marketplace.

Prohibiting a range of specific online contracting and user interface practices that deceive, coerce or nudge consumers into unwanted choices (“dark patterns”).

“Dark pattern” design is defined by the OECD as “deceptive contracting, software, and user interface design practices to attempt or actually steer, deceive, coerce, or manipulate consumers into making choices.”⁵⁵ The OECD has identified over two dozen “dark pattern” techniques used in the digital marketplace. Widely experienced examples include prominent “accept” buttons and obscured “reject” buttons; colored toggles that don’t clearly denote acceptance or rejection; or obscuring “cancel” buttons several menu deep.⁵⁶

Dark pattern practices can subvert consumer protection. Studies suggest “the core of dark patterns is their objectionable effect on consumers’ ability to make free and informed choices, with the likelihood of entailing consumer detriment.”⁵⁷

CPA 2023 is silent on dark pattern practices. The LCO was told repeatedly that the absence of dark pattern regulation or prohibitions encourage less scrupulous businesses to engage in such practices, undermining honest businesses and promoting a “race to the bottom” in which consumers ultimately pay the price.

The LCO recommends CPA 2023 be amended, or regulations adopted, to prohibit deceptive contracting, software, and user interface design practices.

Establishing a “good faith” duty and criteria for unilateral contract amendment in routine circumstances.

The LCO acknowledges that businesses need to constantly innovate to improve their products and services. As a result, digital suppliers and businesses must have the ability to change their terms of service to reflect the evolution of their business practices, products, and business relationships. Nevertheless, consumer rights should not be sacrificed.

The LCO recommends the CPA be amended, or regulations adopted, to establish a “good faith minor amendment” provision. This provision would balance consumer interests with routine business practices within reasonable standards of fair dealing. A “good faith minor amendment” model would cover many ToS amendments, including amendments to website addresses, contact information, and other administrative activities that are of little consequence to the consumer. In so doing, this model would both improve consumer protection (by eliminating a frequent source of “consent spam” notices) and allow suppliers to make minor amendments with fewer compliance obligations for notice and distribution.



Defining the failure to accommodate as an unconscionable contracting practice.

CPA 2023 presently deems it an unconscionable contracting practice to disadvantage a consumer due to their disability, illiteracy, and other characteristics – many of which can be accommodated. However, CPA 2023 is silent on the need to accommodate or how to accommodate.

The LCO recommends that a failure to accommodate should be defined as an unconscionable contracting practice. CPA 2023 should set a standard definition of disability and other grounds for accommodation consistent with Ontario’s Human Rights Code. This would facilitate faster and informal resolution of consumer accommodation requests; encourage proactive compliance; and clarify the mandate and analytical framework for the Ministry of Public and Business Service Delivery to investigate and resolve consumer complaints related to accommodation.

Protecting youth online by adopting an age-appropriate design code.

Children and minors are among the heaviest users of digital marketplace products and services.⁶³ At present, it appears many ToS agreements do not effectively address the vulnerabilities of youth.⁶⁴

The LCO was advised that privacy and consumer protection for children must be embedded into products by design for services targeting children. The California Age-Appropriate Design Code and similar initiatives are interesting examples of how this can be achieved. For example, the California Age-Appropriate Design Code imposes a wide-ranging set of safeguards for users 17 and under.⁶⁵ In this manner, these initiatives replace (or update) traditional conceptions of consumer consent to respond effectively to contemporary needs.

The benefits of an age-appropriate design code are obvious for parents, children, and youth consumers. Less obviously, there are important benefits for online businesses as well. An age-appropriate design code would clarify business’ legal obligations; promote fair, transparent, and consistent rules between competitors; and reduce litigation and reputational risks.

The LCO recommends the provincial government develop a made-in-Ontario age-appropriate design code.

Protecting younger and older consumers by making it an unconscionable act to take advantage of a consumer because of their age.

The LCO notes that most of the reforms addressing the consumer protection needs of older Ontarians are consistent with reforms recommended in other parts of our Final Report, including recommendations respecting deceptive and unconscionable practices, dark pattern designs, improved enforcement, and improved access to justice.

That said, the LCO believes one specific recommendation is necessary: s. 9(2) para 1 of the CPA 2023 states that it is an “unconscionable representation” to:

[Take] advantage of a consumer as a result of the consumer’s inability to protect their interests because of disability, ignorance, illiteracy, inability to understand the language of a consumer contract or similar factors.”⁶⁶

This section’s list of criteria does not include age. The LCO recommends CPA 2023 be amended to add age as a statutory criteria.

Establishing minimum standards for investigations of consumer complaints.

At present, the Ministry requires that consumers raise an issue with the supplier before they file a complaint to Consumer Protection Ontario for review and potential investigation.⁷² This rule may be problematic because there are no standards for how suppliers are supposed to handle consumer complaints, meaning that consumers have no assurance that suppliers will address complaints effectively, or at all.

The LCO recommends the Ministry use its existing authority to prescribe record-keeping requirements to establish principles or rules governing informal consumer disputes. This reform would establish an equal playing field among businesses, while improving access to justice for consumers.

Establishing adaptable sliding-scale fines and penalties commensurate with the size of the business in breach of the CPA and increasing maximum fines and penalties.

CPA 2023 includes three important amendments respecting penalties and fines. By adopting these measures, the provincial government has explicitly recognized that traditional CPA or contractual remedies are generally not worth the cost and effort for individual consumers. That said, these amendments may not go far enough.

Adopting a sliding-scale of higher potential fines for breaches of the CPA by both individuals and corporations would effectively promote compliance with the new legislation and ensure large suppliers do not have an unfair regulatory advantage over small suppliers.

Sliding scale and minimum penalties would be major amendments to the new remedial provisions that were just adopted in CPA 2023. Accordingly, the LCO recommends these proposals be subject to further consultation and development.

Establishing damages for disgorgement and specifying statutory damages.

The LCO recommends CPA 2023 be amended to establish a statutory damages regime. Existing damages for consumers – including exemplary and punitive – set a high legal and evidentiary bar and are often of such a low amount that the consumer has little incentive to act on their rights. Statutory damages would allow a consumer to opt for damages defined in legislation/regulation as an alternative to court ordered damages. Statutory damages make enforcement faster and more predictable while clarifying non-compliance risks to businesses.

Disgorgement is a type of damages based on ill-gotten gains rather than causing a measurable harm. Claimants can seek damages not just for how much they've been harmed, but also in some proportion to how much the offending party gained or profited from the infringement. In the United States, disgorgement is a long-standing principle of consumer protection law.⁷³ Disgorgement is less well known in Canadian consumer law. During our consultations, the LCO was told that disgorgement may be an effective remedy for consumers and deterrent for anti-consumer business practices in the digital marketplace. The LCO recommends this concept be studied further.

Consider establishing a consumer assistance organization.

Ontario consumers would greatly benefit from the creation of an Ontario-based independent consumer support, advocacy, or watchdog organization, modelled on recently introduced Ontario legislation or existing organizations like Quebec's Option Consommateurs. This organization could have an independent mandate to oversee consumer protection matters in Ontario; be given investigative powers; and administer penalties. The LCO recommends the provincial government consider establishing such an organization.

In addition to the recommendations above, the LCO recommends the provincial government:

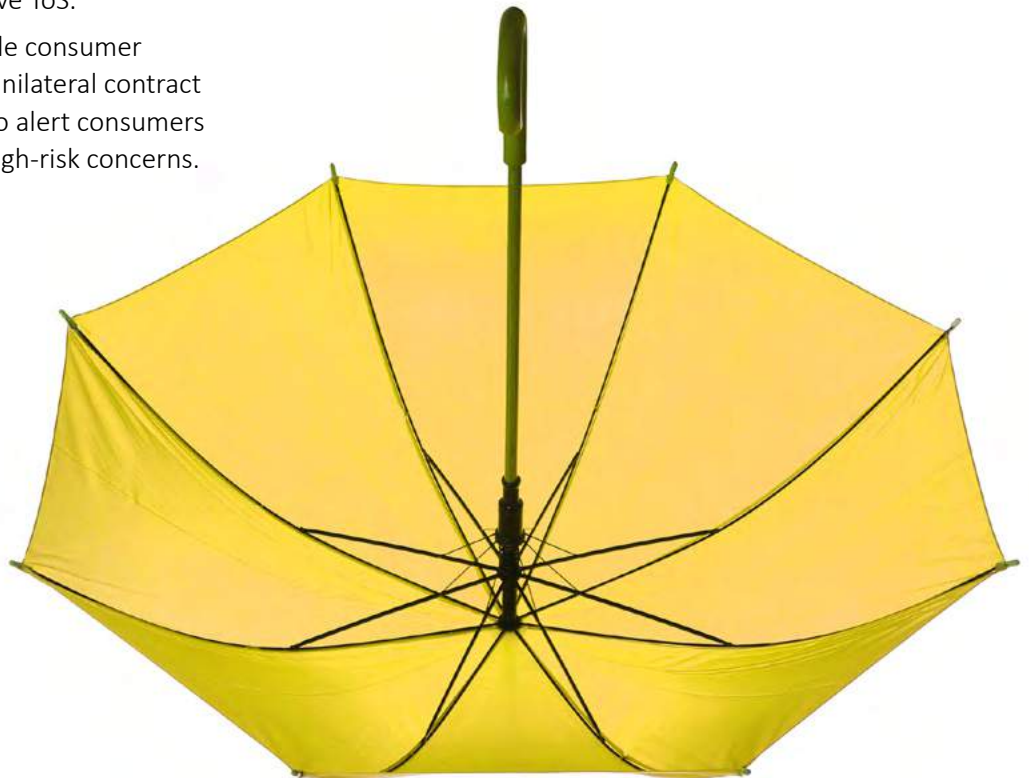
Consider establishing a terms of service registry and study consumer “trustmarking.”

The LCO recommends the provincial government consider establishing a public ToS registry. A ToS registry was recently adopted in California with enactment of the *Social Media Accountability and Transparency Act*.⁷⁴ This Act requires social media companies to submit reports to the Attorney General with latest versions of their ToS; to provide details about specific policies in defined areas; and to collect and report on data related to ToS violations. All ToS reports will eventually be made available to the public through a single searchable database.⁷⁵

The LCO believes a centralized, machine-readable ToS registry has considerable potential to improve consumer protection in Ontario’s digital marketplace. For example, a ToS registry could:

- Simplify online disclosures by making them more consistent and organized.
- Measure and benchmark the effectiveness of online disclosures and alternative ToS.
- Track changes to ToS and provide consumer notifications, counter-balance unilateral contract changes and provide a means to alert consumers to “key information” or other high-risk concerns.

Finally, the LCO recommends the provincial government consider developing a provincial consumer “trustmarking” initiative.⁷⁶ For example, technology could accelerate the development of “structured forms” of disclosure, such as ToS “nutrition labels” with standard practices and readily comparable audits. This would overcome long-standing limitations with otherwise promising approaches like the use of “trustmarks.”⁷⁷



Appendix A: Recommendations to Improve Consumer Protection in the Digital Marketplace

Dedicated Legal Framework for Online Consumer Contracts

The LCO recommends the provincial government:

1. Amend CPA s. 16(1) para 2 to establish legislative authority over “such other online contracts as may be prescribed.”
2. Amend CPA s. 107(1) to add authority to make regulations governing online contracts by:
 - Prescribing the disclosure of information for online contracts.
 - Prescribing the form and content of online contracts.
 - Prescribing the making, amending or continuation of online contracts.
 - Prescribing exemptions or one or more amounts for the purposes of subsection 16(5) [monetary threshold] and prescribing unfair practices for the purposes of Part 2.

Eliminating Monetary Threshold for Online Consumer Contracts

The LCO recommends the provincial government:

3. Use its authority under s. 107(1) 5. to eliminate monetary thresholds for online contracts, subject to exemptions on a case-by-case basis.

Improving Notice and Disclosure

The LCO recommends the provincial government:

4. Amend CPA 2023 s. 17(1) to state that “the supplier shall disclose such key information as may be prescribed....”
5. Use its authority under CPA 2023 s. 107(1) 3. and 4. to define and prescribe the form and content of key information that must be disclosed in an online contract once those consultations have been completed.

6. Consult with a broad range of stakeholders on the form and content of key information disclosures for online contracts in Ontario.

Prohibiting Deceptive, Unfair or Unconscionable Online Practices

The LCO recommends that the provincial government:

7. Amend CPA 2023 sections 8(2) and 9(2) to specifically enumerate a range of false, misleading, or deceptive representations and unconscionable acts that take place in the digital marketplace.
8. Use its existing authority under CPA 2023 s. 107(1) 1. and 3. to identify and enumerate false, misleading, or deceptive representations and unconscionable acts that should be prohibited under ss. 8(2) and 9(2).
9. Consult with a broad range of stakeholders to comprehensively identify such representations or acts.

Prohibiting “Dark Pattern” Design

The LCO recommends the provincial government:

10. Amend CPA 2023 s. 9(2) to specifically identify a range of unfair and unconscionable practices related to deceptive contracting, software, and user interface design practices that attempt to or actually steer, deceive, coerce, or manipulate consumers into making choices.
11. Amend CPA s. 107(1) to add authority to make regulations prescribing and governing different types of deceptive contracting, software, and user interface design practices in online notice and contracts.
12. Consult with a broad range of stakeholders to comprehensively identify such practices.

Establishing “Good Faith” Unilateral Contract Amendments

The LCO recommends the provincial government:

13. Amend CPA 2023 s. 19 to allow a supplier to amend or purport to amend a consumer contract if the modification is proposed in good faith and does not have the effect of undermining any term, affirmation, promise or performance requirement made by the supplier in the original consumer contract and is made in accordance with the regulations.
14. Use its regulatory authority under CPA 2023 s. 107(1) para. 6 to clarify and define circumstances under which unilateral amendments are permissible, including:
 - Prescribing disclosure of appropriate information.
 - Prescribing the form and content of such disclosure.
 - Prescribing the disclosure, form and content of key information related to the amendment or continuation.
 - Prescribing any requirement for affirmative consent to the modified services or product.
 - Prescribing the ability of consumers to exit the contract.
 - Prescribing reasonable standards of fair dealing for amendments made in good faith.
15. Consult with a broad range of stakeholders to comprehensively identify such practices.

Plain Language Consumer Contracts

The LCO recommends that the provincial government:

16. Amend CPA s. 4(1) to clarify that where a supplier is required to disclose information it must be clear, comprehensible, prominent, and accessible.
17. Use existing regulatory power under CPA s. 107(1) to prescribe and govern matters relating to s. 4(1) including related to accessibility, or otherwise amend CPA s. 107(1) to establish this regulatory power.

Failure to Accommodate as an Unconscionable Practice

The LCO recommends the provincial government:

18. Amend CPA 2023 s. 9(2) para 1 by adding the failure to accommodate consumers as an unconscionable act.
19. Amend CPA s. 107(1) to prescribe and govern matters relating to s. 9(2) including prescribing the form and content of accommodation which should be provided.
20. Consult with a broad range of stakeholders to comprehensively identify such practices.

Age-Appropriate Design Code

The LCO recommends the provincial government:

21. Consult with appropriate stakeholders to establish an Age-Appropriate Design Code for online services in Ontario that target youth.
22. Study the creation of a Consumer Privacy Act for Ontario that would clarify how commercial collection, use, analysis, and disclosure of information is best protected on behalf of vulnerable youth.

Protecting Older Online Consumers

The LCO recommends that the provincial government:

23. Amend CPA 2023 s.9(2)(1) to add “age” as a prohibited criterion.

Enforcement and Access to Justice

The LCO recommends the Ministry of Public and Business Service Delivery:

24. Increase the use of investigations and systemic investigations, issue more consent agreements (including fines) and interpretive guidance.
25. Establish minimum standards for investigations of consumer complaints.

CPA Fines

The LCO recommends that the provincial government:

26. Consider amending the CPA 2023 to define a sliding-scale of penalties commensurate with the size of the business entity which is in administrative breach or convicted under the CPA, the severity of the breach of consumer rights, as well as other factors as may be prescribed.
27. Consider amending the CPA 2023 to increase the maximum allowable fine for administrative penalties and convicted offences to an amount commensurate with the size and scale of larger digital marketplace entities, and in accordance with other such requirements as may be prescribed.

Statutory and Disgorgement Damages

The LCO recommends that the provincial government:

28. Amend CPA 2023 to incorporate a new section defining statutory damages, under which a consumer may elect, at any time before final judgment is rendered, to recover, instead of damages referred to s. 69, an award of statutory damages for which any supplier is liable under this act, in such amounts as may be prescribed.
29. Amend CPA 2023 s. 107(1) with new regulatory authority for prescribing and governing matters relating to statutory damages.
30. Consider amending the CPA 2023 to add a disgorgement remedy.

Other Consumer Protection Initiatives

The LCO recommends the Ministry of Public and Business Service Delivery:

31. Consider establishing an Ontario consumer assistance organization, modelled on proposed legislation including Bill 122, *Ontario Consumer Watchdog Act*, 2023 and organizations like Quebec's Option Consommateurs.
32. Study options to develop, deploy and monitor a terms of service registry for businesses operating under the Consumer Protection Act 2023, "trustmarking" for consumer ToS, and related initiatives.



Endnotes

- 1 Information about the LCO's Consumer Protection in the Digital Marketplace project is available online: <https://www.lco-cdo.org/digitalmarketplace>. The LCO earlier released a consultation paper: *Consumer Protection in the Digital Marketplace: Consultation Paper* (June 2023) online: <https://www.lco-cdo.org/digitalmarketplace>.
- 2 Ontario, Bill 142: *Better for Consumers, Better for Businesses Act, 2023* (introduced October 23, 2023; Royal Assent December 6, 2023; in-force on a day to be proclaimed) (CPA 2023), online: <https://www.ola.org/en/legislative-business/bills/parliament-43/session-1/bill-142>.
- 3 *Consumer Protection Act* (2002, S.O. 2002, c. 30, Sched. A) (CPA 2002), online: <https://www.ontario.ca/laws/statute/02c30>.
- 4 See LCO, "Submission to the Ministry of Public and Business Service Delivery re: Modernizing Consumer Protection Consultation" (March 17, 2023), online: <https://www.lco-cdo.org/digitalmarketplace>. See also: LCO, "Letter and Submissions of the LCO to the Standing Committee on Justice Policy" (December 4 2023), online: <https://www.lco-cdo.org/digitalmarketplace>; and Standing Committee on Justice Policy, "Hansard Transcript" (Hansard, 43rd Parliament, 1st Session, November 21 2023 at 16:10 to 17:00), online: <https://www.ola.org/en/legislative-business/committees/justice-policy/parliament-43/transcripts/committee-transcript-2023-nov-21>. The LCO's work was extensively cited with approval on 3rd reading of Bill 142: *Better for Consumers, Better for Businesses Act, 2023* (Hansard, 43rd Parliament, 1st Session, December 4 2023 at 16:40-17:25), online: https://www.ola.org/en/legislative-business/house-documents/parliament-43/session-1/2023-12-04/hansard#P1303_287298.
- 5 Ontario released a pair of consultation papers in 2020 and 2023, separated by the COVID-19 pandemic. See: Ontario, *Improving Ontario's Consumer Protection Act: Strengthening Consumer Protection in Ontario* (December 2020), online: <https://www.ontariocanada.com/registry/view.do?language=en&postingId=35387>; and Ontario, *Modernizing Consumer Protection in Ontario: Strengthening the Consumer Protection Act* (February 2023), online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en>.
- 6 Ontario, *Modernizing Consumer Protection in Ontario Strengthening the Consumer Protection Act* (February 2023), online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en>.
- 7 Ontario, *Modernizing Consumer Protection in Ontario Strengthening the Consumer Protection Act* (February 2023), online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en> at 3.
- 8 LCO, *Consumer Protection in the Digital Marketplace: Consultation Paper* (June 2023) online: <https://www.lco-cdo.org/digitalmarketplace>.
- 9 *Consumer Protection Act* (2002, S.O. 2002, c. 30, Sched. A) (CPA 2002), online: <https://www.ontario.ca/laws/statute/02c30>.
- 10 See CPA 2002 ss. 5, 38, 45, 78, 85.3, 89; CPA 2023 ss. 4, 36, 40.
- 11 Organization for Economic Cooperation and Development, *Enhancing Online Disclosure Effectiveness* (October 2022) at 7, online: <https://www.oecd.org/publications/enhancing-online-disclosure-effectiveness-6d7ea79c-en.htm>.
- 12 Yannis Bakos, Florencia Marotta-Wurgler, and David R Trossen, "Does Anyone Read the Fine Print? Consumer Attention to Standard-Form Contracts" (43 *Journal of Legal Studies* 1 (January 2014) at 1.
- 13 Public Interest Advocacy Centre, *No Such Thing as a Free Lunch: Consumer Contracts and "Free" Services* (November 2014) at 37, online: https://www.piac.ca/wp-content/uploads/2014/11/free_services.pdf.
- 14 See Yannis Bakos, Florencia Marotta-Wurgler, and David R Trossen, "Does Anyone Read the Fine Print? Consumer Attention to Standard-Form Contracts" (43 *Journal of Legal Studies* 1 (January 2014).
- 15 Organization for Economic Cooperation and Development, *Dark Commercial Patterns* (October 2022), at 7, online: <https://www.oecd.org/digital/dark-commercial-patterns-44f5e846-en.htm> (OECD Dark Patterns).
- 16 The OECD identifies 24 distinct forms of "dark pattern" design techniques. See Organization for Economic Cooperation and Development, *Dark Commercial Patterns* (October 2022), at 53, online: <https://www.oecd.org/digital/dark-commercial-patterns-44f5e846-en.htm>.
- 17 Organization for Economic Cooperation and Development, *Dark Commercial Patterns* (October 2022), at 8, online: <https://www.oecd.org/digital/dark-commercial-patterns-44f5e846-en.htm>.
- 18 Several sections of CPA 2002 – including those related to internet agreements, remote agreements, and future performance agreements – provide that rights, protections and obligations in the legislation apply only where the contract "exceeds a prescribed amount." The amount is set in regulation. *O. Reg. 17/05: GENERAL under Consumer Protection Act, 2002* (online: <https://www.ontario.ca/laws/regulation/050017>) defines this threshold amount as \$50 for internet agreements, future performance agreements, remote agreements, and others (at ss. 23.1, 27, 31, 34, and 36). CPA 2023 reiterates this approach, though regulations setting a threshold amount have yet to be introduced. See CPA 2023 s. 16(5), 55(1), and 107(1) para 5.
- 19 Ministry of Government and Consumer Services, *Improving Ontario's Consumer Protection Act: Strengthening Consumer Protection*

- in Ontario (December 2020), at 12, online: <https://www.ontariocanada.com/registry/view.do?language=en&postingId=35387>; and Ontario, *Modernizing Consumer Protection in Ontario Strengthening the Consumer Protection Act* (February 2023), at 3, online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en>.
- 20 Ministry of Government and Consumer Services, *Improving Ontario’s Consumer Protection Act: Strengthening Consumer Protection in Ontario* (December 2020), at 2, online: <https://www.ontariocanada.com/registry/view.do?language=en&postingId=35387>.
- 21 See generally, European Commission, *The New Consumer Agenda* (2020), online: https://commission.europa.eu/strategy-and-policy/policies/consumers/consumer-protection-policy/consumer-strategy_en.
- 22 See generally, European Commission, *The New Consumer Agenda* (2020), online: https://commission.europa.eu/strategy-and-policy/policies/consumers/consumer-protection-policy/consumer-strategy_en. See also: EU *Digital Markets Act* (Regulation (EU) 2022/1925, PE/17/2022/REV/1), online: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32022R1925>; and *Digital Services Act* (Regulation (EU) 2022/2065, PE/30/2022/REV/1), online: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32022R2065>. See also Australia, *Treasury Laws Amendment (More Competition, Better Prices) Act 2022* (in-force November 10, 2022), online: https://parlinfo.aph.gov.au/parlInfo/search/display/display.w3p;query=Id:%22legislation/bills/r6923_aspassed/0000%22, amending the *Competition and Consumer Act 2010* (Act No. 51, 1974), online: <https://www.legislation.gov.au/C2004A00109/latest/text>.
- 23 See for instance: New York Times, “California Governor Signs Sweeping Children’s Online Safety Bill” (September 15, 2022), online: <https://www.nytimes.com/2022/09/15/business/newsom-california-children-online-safety.html>; California, *AB-587 Social media companies: terms of service* (September 13, 2022) online: https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB587. See also: Office of the Governor of California, “Governor Newsom Signs Nation-Leading Social Media Transparency Measure” (September 13, 2022), online: <https://www.gov.ca.gov/2022/09/13/governor-newsom-signs-nation-leading-social-media-transparency-measure/>.
- 24 See for instance: Canada House of Commons, Bill C-63, *An Act to enact the Online Harms Act, to amend the Criminal Code, the Canadian Human Rights Act and An Act respecting the mandatory reporting of Internet child pornography by persons who provide an Internet service and to make consequential and related amendments to other Acts* (first reading February 26, 2024), online: <https://www.parl.ca/DocumentViewer/en/44-1/bill/C-63/first-reading>; Canada House of Commons, Bill C-27, *An Act to enact the Consumer Privacy Protection Act, the Personal Information and Data Protection Tribunal Act and the Artificial Intelligence and Data Act and to make consequential and related amendments to other Acts* (introduced June 16, 2022), online: <https://www.parl.ca/DocumentViewer/en/44-1/bill/C-27/first-reading>; and Office of the Privacy Commissioner of Canada, “Joint investigation into location tracking by the Tim Hortons App’ (June 1, 2022), online: <https://www.priv.gc.ca/en/opc-actions-and-decisions/investigations/investigations-into-businesses/2022/pipeda-2022-001/>.
- 25 See: Office of the Privacy Commissioner of Canada, “Joint investigation into location tracking by the Tim Hortons App’ (June 1, 2022), online: <https://www.priv.gc.ca/en/opc-actions-and-decisions/investigations/investigations-into-businesses/2022/pipeda-2022-001/>.
- 26 See for instance American Law Institute, *Restatement of the Law, Consumer Contracts* (tentative draft no. 2, as published, 2022). See also the discussion by leading US competition law professor Matt Stoller, who notes how a recent series of successful FTC enforcement actions demonstrate how consumer protection law concepts of unfairness are “repudiating the notice and consent framework” and confirming “that collecting and using certain kinds of data, whether that was disclosed or not, was unfair.” Stoller notes “The sea change in privacy isn’t about one agency pulling one specific lever, but a whole set of agencies pulling lots of levers” including the Antitrust Division, the Consumer Financial Protection Bureau, and the Health and Human Services Department. See Matt Stoller, “The TikTok Problem Is Not What You Think” (March 15, 2024), online: <https://www.thebignewsletter.com/p/the-tiktok-problem-is-not-what-you>.
- 27 Ontario released a pair of consultation papers in 2020 and 2023, separated by the COVID-19 pandemic. See: Ontario, *Improving Ontario’s Consumer Protection Act: Strengthening Consumer Protection in Ontario* (December 2020), online: <https://www.ontariocanada.com/registry/view.do?language=en&postingId=35387>; and Ontario, *Modernizing Consumer Protection in Ontario: Strengthening the Consumer Protection Act* (February 2023), online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en>.
- 28 See LCO, “Submission to the Ministry of Public and Business Service Delivery re: Modernizing Consumer Protection Consultation” (March 17, 2023), online: <https://www.lco-cdo.org/digitalmarketplace>.
- 29 See LCO, “Letter and Submissions of the LCO to the Standing Committee on Justice Policy” (December 4 2023), online: <https://www.lco-cdo.org/digitalmarketplace>.
- 30 Standing Committee on Justice Policy, “Hansard Transcript” (Hansard, 43rd Parliament, 1st Session, November 21 2023 at 16:10 to 17:00), online: <https://www.ola.org/en/legislative-business/committees/justice-policy/parliament-43/transcripts/committee-transcript-2023-nov-21>.
- 31 Ontario, *Modernizing Consumer Protection in Ontario Strengthening the Consumer Protection Act* (Ministry of Public and Business Service Delivery, February 2023), online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en>.
- 32 Ontario, *Modernizing Consumer Protection in Ontario Strengthening the Consumer Protection Act* (Ministry of Public and Business Service Delivery, February 2023), online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en> at 3.

- 33 LCO discussion with representatives of the Ministry of Public and Business Service delivery (March 4 2024). See also CPA 2023 at s. 16(1) para 2, which established legislative regulatory power over “consumer contracts entered into online.”
- 34 See LCO Letter and Submissions to the Ministry of Public and Business Service Delivery in re Consumer Protection Act Review (March 17 2023), online: <https://www.lco-cdo.org/digitalmarketplace>. See also LCO, *Consumer Protection in the Digital Marketplace: Consultation Paper* (June 2023) online: <https://www.lco-cdo.org/digitalmarketplace>. The LCO also provided detailed submissions and extensive testimony to the Standing Committee on Justice Policy. See LCO, “Letter and Submissions of the LCO to the Standing Committee on Justice Policy” (December 4 2023), online: <https://www.lco-cdo.org/digitalmarketplace> and Standing Committee on Justice Policy, “Hansard Transcript” (Hansard, 43rd Parliament, 1st Session, November 21 2023 at 16:10 to 17:00), online: <https://www.ola.org/en/legislative-business/committees/justice-policy/parliament-43/transcripts/committee-transcript-2023-nov-21>. The LCO’s work was also extensively cited with approval on 3rd reading of Bill 142: *Better for Consumers, Better for Businesses Act, 2023* (Hansard, 43rd Parliament, 1st Session, December 4 2023 at 16:40-17:25), online: https://www.ola.org/en/legislative-business/house-documents/parliament-43/session-1/2023-12-04/hansard#P1303_287298.
- 35 LCO discussion with representatives of the Ministry of Public and Business Service delivery (March 4 2024).
- 36 CPA 2002 included specific provisions related to “Internet Agreements” (s. 37-40); “Direct Agreements” (s. 41-43.1) and “Remote Agreements” (s. 44-47). CPA 2023 replaces this with a single reference to “online” contract (s. 16(1) para 2).
- 37 See: EU Digital Markets Act, Article 2, “Definitions” (2022), online: <https://eur-lex.europa.eu/eli/reg/2022/1925/oj>; EU Digital Services Act, Article 3, “Definitions” (2022), online: <http://data.europa.eu/eli/reg/2022/2065/oj>; and Directive (EU) 2019/2161, Consumer information, right of withdrawal and other consumer rights (2019), online: https://eur-lex.europa.eu/EN/legal-content/summary/consumer-information-right-of-withdrawal-and-other-consumer-rights.html#keyterm_E0001.
- 38 Several sections of CPA 2002 – including those related to internet agreements, remote agreements, and future performance agreements – provide that rights, protections and obligations in the legislation apply only where the contract “exceeds a prescribed amount.” The amount is set in regulation. *O. Reg. 17/05: GENERAL under Consumer Protection Act, 2002* (online: <https://www.ontario.ca/laws/regulation/050017>) defines this threshold amount as \$50 for internet agreements, future performance agreements, remote agreements, and others (at ss. 23.1, 27, 31, 34, and 36). CPA 2023 reiterates this approach, though regulations setting a threshold amount have yet to be introduced. See CPA 2023 s. 16(5), 55(1), and 107(1) para 5.
- 39 See LCO, *Improving Consumer Protection in Ontario’s Digital Marketplace Final Report* (May 2024), online: <https://www.lco-cdo.org/digitalmarketplace> at chapter 4.2.
- 40 See LCO, *Improving Consumer Protection in Ontario’s Digital Marketplace Final Report* (May 2024), online: <https://www.lco-cdo.org/digitalmarketplace> at chapter 4.2, sidebar “Will Eliminating a Monetary Threshold Invite a Flood of Complaints?”
- 41 Ontario, *Modernizing Consumer Protection in Ontario Strengthening the Consumer Protection Act* (February 2023), online: <https://www.ontariocanada.com/registry/view.do?postingId=43452&language=en>.
- 42 107(1)5.
- 43 See Omri Ben-Shahar and Carl Schneider, *More Than You Wanted to Know: The Failure of Mandated Disclosure* (Princeton University Press, 2014).
- 44 Organization for Economic Cooperation and Development, *Enhancing Online Disclosure Effectiveness* (October 2022) at 13, online: <https://www.oecd.org/publications/enhancing-online-disclosure-effectiveness-6d7ea79c-en.htm>.
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- 47 American Law Institute, *Restatement of the Law, Consumer Contracts* (tentative draft no. 2, as published, 2022), at 127.
- 48 American Law Institute, *Restatement of the Law, Consumer Contracts* (tentative draft no. 2, as published, 2022), at 127.
- 49 American Law Institute, *Restatement of the Law, Consumer Contracts* (tentative draft no. 2, as published, 2022), at 3.
- 50 American Law Institute, *Restatement of the Law, Consumer Contracts* (tentative draft no. 2, as published, 2022), at 100-102.
- 51 American Law Institute, *Restatement of the Law, Consumer Contracts* (tentative draft no. 2, as published, 2022), at 3-4.
- 52 CPA 2023 section 8(1)
- 53 CPA 2023s. 9(1)
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- 55 Organization for Economic Cooperation and Development, *Dark Commercial Patterns* (October 2022), at 2, online: <https://www.oecd.org/digital/dark-commercial-patterns-44f5e846-en.htm>.
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- 57 Organization for Economic Cooperation and Development, *Dark Commercial Patterns* (October 2022), at 16, online: <https://www.oecd.org/digital/dark-commercial-patterns-44f5e846-en.htm>.

- 58 CPA s. 5.
- 59 CPA s. 15(2).
- 60 A helpful overview of youth consent laws and contracting practices among the top 20 platforms used by adolescents is found in Schneble CO, Favaretto M, Elger BS, Shaw DM, “Social Media Terms and Conditions and Informed Consent From Children: Ethical Analysis” (2021 JMIR Pediatrics and Parenting 4(2)), online <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC8103294/>.
- 61 See United States, “PlainLanguage.gov,” online: <https://www.plainlanguage.gov/about/definitions/>.
- 62 See United States, “PlainLanguage.gov,” online: <https://www.plainlanguage.gov/about/definitions/>.
- 63 For instance, the New York Times reports a recent survey “published by the non-profit research organization Common Sense Media, found that overall screen use among teens and tweens increased by 17 percent from 2019 to 2021 — growing more rapidly than in the four years prior. On average, daily screen use went up among tweens (ages 8 to 12) to five hours and 33 minutes from four hours and 44 minutes, and to eight hours and 39 minutes from seven hours and 22 minutes for teens (ages 13 to 18).” See New York Times, “Kids as Young as 8 Are Using Social Media More Than Ever, Study Finds” (March 24, 2022), online: <https://www.nytimes.com/2022/03/24/well/family/child-social-media-use.html>.
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- 65 New York Times, “California Governor Signs Sweeping Children’s Online Safety Bill” (September 15, 2022), online: <https://www.nytimes.com/2022/09/15/business/newsom-california-children-online-safety.html>.
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- 70 See Organization for Economic Cooperation and Development, *The Role of Online Marketplaces in Protecting and Empowering Consumers* (July 2022), at 6, online: <https://www.oecd.org/publications/the-role-of-online-marketplaces-in-protecting-and-empowering-consumers-9d8cc586-en.htm>.
- 71 See CPA 2023 ss. 73-107.
- 72 A summary of these procedures and powers is available at Ministry of Public and Business Service Delivery, Consumer Protection Ontario, “How we address consumer complaints” (December 2, 2022), online: <https://www.ontario.ca/page/how-we-address-consumer-complaints> and Ministry of Public and Business Service Delivery, Consumer Protection Ontario, “Consumer complaints and enforcement” (March 21, 2023), online: <https://www.ontario.ca/page/consumer-complaints-and-enforcement>.
- 73 American legal scholars of the “law and economics” school of thought have written extensively on disgorgement as a means to facilitate “efficient breach” of unfair contracts. As Richard RW Brooks writes in “The Efficient Performance Hypothesis” (116 Yale Law Journal 568 (2006)) disgorgement allows a promisee (consumer) an optional right to weigh the value of contract performance against the option to “compel performance and capture all or some of the profits when non-performance [i.e. disgorgement damages] is elected” (at 573). The key to this approach is using disgorgement as a form of damages (rather than a cause of action) to the effect of “situating the promisee to weigh the marginal costs and benefits of performance... and disgorgement of the promisor’s cost as the remedy for breach” (at 573). In other words, the consumer can weigh the various factors at play in the contract – such as the value of the service to the consumer against the way the supplier monetizes the user – and decide if the apparent infringement by supplier is a fair bargain or imbalanced (thus triggering potential disgorgement damages). See also E. Allan Farnsworth, “Your Loss or My Gain? The Dilemma of the Disgorgement Principle in Breach of Contract” (94 Yale Law Journal 1339 (1985)), arguing that the disgorgement principle should be extended to cover certain cases of breach of contract; and Richard RW Brooks, Alexander Stremitzer, and Stephan Tontrup. “Stretch it but don’t break it: The hidden cost of contract framing” (46.2 The Journal of Legal Studies 399 (2017)).
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- 75 Sept 13 2022. https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB587.

- 76 Organization for Economic Cooperation and Development, *Enhancing Online Disclosure Effectiveness* (October 2022) at 39, online: <https://www.oecd.org/publications/enhancing-online-disclosure-effectiveness-6d7ea79c-en.htm>.
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