

## The Fine Print: Contract Terms that Spell Trouble

It's an old joke: The large print giveth and the fine print taketh away. But when it's your money or your privacy being ripped off, the joke isn't so funny. So what exactly does the term "fine print" mean in today's world? Webster says it is "something thoroughly and often deliberately obscure. Especially: a part of an agreement or document spelling out restrictions and limitations often in small type or obscure language."

Fine print is not just a contemporary issue. While the precise origins of

the term fine print are murky, some academics have traced the first written use of the term to an 1892 newspaper article. However, it is likely that the practice of fine print buried in an agreement pre-dates that reference by decades and maybe even centuries. (Perhaps there was less fine print when contracts had to be chiseled out on a stone tablet.)

With the advent of online activity the practice of including fine print has exploded beyond just written agreements. Today all kinds of documents are chock-full of fine print. Buried in the language are legal words and phrases that can cost you your privacy, your rights, or your hard earned money. Here are some contract and service agreement phrases that you should be wary of:

**"Free"** There is no such thing as a free lunch. Maybe the product is "free" now, but the fine print is obligating you to pay later. Or it could be a situation when you what they are selling is you—that is your information is being harvested to be sold to marketers who will pester you with ads.

**"Free trial"** How good is your memory? Thousands of companies are wagering that your memory is shaky. When they have phrases like "We will not charge your credit card until after your free 60 day trial", it means they are betting you will forget to cancel at 59 days.



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Businesses do this because they know they win this bet more often than not.

**"Automatically renews"** The fellow traveler of the "free trial", "automatically renews" is also known as a self-renewal or evergreen clause. But by whatever name, it means you keep paying forever unless you provide a notice to terminate within a specific and typically relatively small window of time—for example, 30 days prior to the end of the contract term. If you want the convenience of self-renewal, that's fine. Just don't forget about the agreement. If you keep a long-term calendar, post a reminder to yourself about the renewal well in advance of the date when some action on your part is required.

**"Late Fees"** Most of us are guilty of not paying much attention to the fine print about late fees. We think they will never apply to us, but they often do. At one time or another we all have memory

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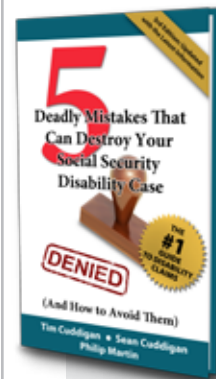
lapses and may miss a payment date or two. The penalty for being human shouldn't be excessive.

**"Restocking fee"** In this age of seemingly endless shopping options we always assume the seller—whether on the web or in a brick and mortar store—will have a liberal return policy. Many do, but some will charge a restocking fee that can be steep, or they will deduct shipping costs from your refund, or maybe not allow returns at all. It is wise when buying anything (and especially when purchasing a big ticket item) to familiarize yourself with the seller's return policies.

*Many free offers are just bait for collecting your private information.,*

**"Extended warranty"** In the opinion of many consumer advocates extended warranties are of dubious value. But what can be worse is when a seller sneaks an extended warranty into the fine print of an agreement. The solution: read the fine print and challenge the inclusion of an extended warranty if you don't want it. If the seller won't delete the extended warranty, take your business elsewhere.

**"Hold harmless and indemnify us"** Be very wary when you see this phrase. In the event of a lawsuit



**"5 Deadly Mistakes That Can Destroy Your Social Security Disability Case" is the #1 guide to improving the odds of winning a disability case.**

For a FREE copy for you or someone you care about call Cuddigan Law at 402.933.5318 or email us at [lawteam@cuddiganlaw.com](mailto:lawteam@cuddiganlaw.com)

these words can potentially obligate you to pay the company's legal fees

In this era of "big data," "data brokers" and "data mining" the personal information that we give away every day is being transformed into a valuable commodity. If you object to having your personal information bartered away, here a few fine print terms to be on the guard for:

**"Opt out"** Just as companies assume we will have poor memories they also assume we are pretty casual about accepting standard terms of service, most of which give companies the right to use our personal information however they see fit. You can usually "opt out" to stop the collection of your data, but you have to scroll through the fine print to learn how to "opt out".

**"Third party"** Imagine you are at Bed, Bath, and Beyond and someone comes up to sell you tires for your car. That is exactly how third party data works. A party you are doing business with sells your personal information to a third party who then bombards you with unsolicited email, junk mail, and even phone calls. Many free offers are just bait for collecting your private information to sell to a third-party.

**"To serve you better we want to learn more about your interests"** This phrase sounds benign, even caring—"Gosh, they want to get to know me." What they really want is even more personal information from you so they can get more money from data marketers who will then target you with more advertising.



## Comfort Food From the kitchen of Janet Cuddigan

### Tim's Chicken Chili

Here's a cold weather favorite at our house:

- 1 medium onion, chopped
- 1 tablespoon vegetable oil
- 2 teaspoons sage
- 2 teaspoons ground cumin 3/4 cup Picante sauce
- 1 bay leaf
- 1 large tomato, coarsely chopped
- 3 cloves minced garlic
- 1 pound chicken breast, no skin, no bone, cut in 1" pieces
- 1/4 teaspoon salt
- 16 ounces canned pinto beans (can use kidney beans)
- 1 green pepper (can use red pepper)

Cook onion and garlic in oil in a large saucepan until tender, about 4 minutes. Stir in chicken. Cook until chicken is no longer pink, stirring constantly. Sprinkle sage, cumin, and salt over chicken; cook 1 minute. Stir in picante sauce, beans, and bay leaf. Bring to boil. Reduce heat. Cover and simmer 10 minutes. Stir in green pepper and tomato. Simmer uncovered 10 minutes.



## Social Security Disability FAQ: Is Current Medical Care Important In a Disability Case?



If you are applying for Social Security disability benefits you should get regular treatment from your doctor. Avoid large gaps in your treatment, because it can be very difficult to prove that your condition is serious if you have several months in a row without treatment. Additionally, detailed and up-to-date medical records are absolutely critical to winning your case for Social Security disability benefits. You need current medical records and that means you need to see your doctor on a regular basis. After slogging through the complex and frustrating disability process, the last thing you want is a lack of records torpedoing your case.

Try to see your doctor at least once every couple of months, even if it's just to follow up.

This information is transcribed from one of the new informative videos about Social Security disability available in the Cuddigan Law video library on our website and on our YouTube channel. We have recently added several new videos to our collection of more than 160 videos covering all the angles of Social Security and VA disability. More new videos will be added in the coming weeks. Our video libraries are available to you for FREE whether or not you are a client of our firm. Check them out at [cuddiganlaw.com/video](http://cuddiganlaw.com/video). Or you can search for Cuddigan Law on YouTube. We invite you to subscribe to our channel. This way you will be notified as we add new, helpful videos.



## Brain Teaser



You're in a room with three light switches, each of which controls one of three light bulbs in the next room. You need to determine which switch controls which bulb. All lights are off to begin, and you can't see into one room from the other. You can inspect the other room only once. How can you find out which switches are connected to which bulbs?

(This is an interview question asked of job applicants at LinkedIn.)

For the puzzle solution go to [cuddiganlaw.com/library/newsletter](http://cuddiganlaw.com/library/newsletter)

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