

Business Compliance Checklist: Massachusetts Enforces New Consumer Protection Regulations on “Junk Fees” and Deceptive Pricing

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Effective **September 2, 2025**, the Massachusetts Attorney General implemented new regulations prohibiting “junk fees” and deceptive pricing. This new regulation establishes standards for governing the imposition of fees in connection with marketing, solicitation, and the sale of products for personal, family, or household use, as well as trial offers and contracts with negative option features.

More importantly, the regulation also defines “unfair and deceptive acts and practices” that violate Chapter 93, [Massachusetts’ consumer protection statute](#).

Unfair and Deceptive Practices in Connection with Marketing, Solicitation, and Sales

The regulation outlines specific advertising, marketing, or offer of sale practices in Massachusetts that constitute unfair and deceptive practices. To avoid violating the statute, sellers must:

- **Disclose the total price of a product** (including all fees, charges, or other expenses while excluding government or shipping charges) and display the total price more prominently than any other pricing information;
- **Disclose (1) the nature, purpose, and amount of any fees, charges, or expenses**, and (2) for any optional or waivable fees, charges, or expenses, disclose the option or waiver and include instructions on how to avoid such fees, charges, and expenses;
- **Disclose the final transaction amount**, including all government and shipping charges;
- **Disclose the total price prior to requiring the consumer to provide any personal information**, including billing information; and

- Refrain from misrepresenting that any fees are required by law.

Food and Grocery Delivery

- The regulation specifically notes that food or grocery delivery platforms may advertise the price of menu items set by the restaurant or grocery store. However, they must clearly and conspicuously display the maximum mandatory charges or fees that a consumer must pay.

Housing Rentals and Leases

- In the rental or lease of a dwelling unit, the regulation allows for the total price to be advertised as the dollar amount paid on a periodic basis (such as a monthly term), so long as the seller also discloses the full period covered by the rental or lease.

Unfair and Deceptive Practices in Connection with Recurring Fees and Trial Offers

Trial offers, recurring fees, and negative option features are also addressed by the newly-implemented regulation.

To comply with [Massachusetts law](#), sellers must:

- **Disclose in writing prior to acceptance of a trial offer any financial obligations, the products for which the consumer may incur a financial obligation**, instructions on how to reject or cancel the trial offer before incurring the obligation, the date by which the consumer must reject or cancel the trial offer to avoid the obligation, and the date the consumer will incur the obligation if the trial offer is not rejected or cancelled;
- **Disclose in writing prior to the purchase of a product with a negative option feature that the consumer will be charged for the product or charges will increase after any trial period ends**; if applicable, that the charges will occur on a recurring basis unless the consumer takes steps to prevent or stop the charges; and instructions on how to cancel the negative option feature and avoid being charged;
- For any product with a negative option feature, **provide a simple mechanism to cancel the feature to avoid being charged and immediately stop the recurring charges**;
- For any product with a negative option feature greater than 31 days, **provide written notice between five and 30 days prior to when the consumer must cancel to avoid incurring a subsequent financial obligation**, and include the following items:
 - the financial obligation if the consumer fails to cancel the negative option feature;
 - all products for which the consumer may incur a financial obligation if they fail to cancel the negative option feature;
 - the mechanism by which the feature can be cancelled;
 - the date by which the consumer must cancel the feature to avoid a financial obligation; and
 - the date the consumer will incur a financial obligation if they fail to cancel the feature.

- For any product with a negative option feature less than 32 days, **provide written notice disclosing at least as frequently as the consumer is charged the amount charged at auto renewal** and instructions as to the mechanism by which the consumer may cancel the feature and avoid incurring additional charges.

The Massachusetts Attorney General’s Office offers businesses resources to assist with compliance. The full regulation can be found [here](#).

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