

**Cases in Which the Fair Trade Law is Inapplicable**

<p>Disputes arising over refunds to consumers requesting a business to release from or terminate a contract.</p>	<p>One of the main requests the FTC receives from some citizens is to get involved to expedite refunds from businesses. However, where a business extends an invitation via the telephone resulting in the consumer going to the place of business and further completing a transaction, this has been determined in the courts to be a visit transaction, which is appropriate under the relevant regulations governing termination of contracts under the Consumer Protection Act. Consumers that approach the FTC seeking redress, not knowing that refunds for release from or termination of contracts is considered a civil personal rights dispute or unaware that such disputes fall under the regulations of the Consumer Protection Act, only delay the release from or termination of the contract. Disputes of this type shall be resolved via other legal avenues.</p>
<p>Standard contract terms obviously unfair to consumers or insufficient to safeguard rights and privileges.</p>	<p>Where contract contents have clearly delineated such items as merchandise information, consumer rights and responsibilities, and methods of operation, except where such contents do not conform with actual circumstances, should the consumer nevertheless contend that the contents of the standard contract are obviously unfair to the consumer or provide insufficient protection, the consumer may assert their rights to the competent Consumer Protection Act supervisory agency or court of competent jurisdiction in accordance with the relevant regulations of the Consumer Protection Act or Civic Code. Disputes over whether or not the contract terms are clearly unfair do not fall under the regulatory scope of the Fair Trade Law at this time.</p>