

# Can Your Email Exchange Become A Binding Contract?

Certain contracts must be in writing and signed, points out **David E. Peterson** of **Lowndes, Drosdick, Doster, Kantor & Reed, P.A.** But what if the “writing” is an email exchange? Is that enforceable, and if so, then what suffices as the signature?

Peterson discusses a recent case interpreting the Texas version of the Uniform Electronic Transaction Act and how this works in the case of an email exchange.

“In *Khoury v. Tomlinson*, the Texas Court of Appeals considered a situation where the parties had exchanged emails to resolve a dispute among themselves,” according to the article. In the end, a court held that Tomlinson’s name, appearing in the sender field of the email, was sufficient to constitute a signature.

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