

# Court Upholds Enforceability of 'Clickwrap' Employee Agreement



If you want your electronic contracts to be enforceable, it is a best practice to require the counterparty to affirmatively accept the contract by checking a box or clicking a button, write **Nikita A. Tuckett** and **Aaron Rubin** on Morrison & Foerster LLP's **Socially Aware blog**.

"A recent New Jersey district court decision, *ADP, LLC v. Lynch*, reinforces this point. Such issues most often arise in the context of website terms of use, but *ADP v. Lynch* involved a non-competition provision and forum selection clause contained in documentation presented to employees electronically in connection with stock option grants," the authors write.

They continue: "ADP had presented the documentation in such a way that each employee was physically unable to click the required 'Accept Grant' button unless he or she had affirmatively checked a prior box indicating that he or she had read the associated documents containing the restrictive covenants and forum selection clause."

The court denied the employees' motion to dismiss.

**Read the article.**