Notice of Terms via Buried Link within a Post-Sale Email Unenforceable

The Second Circuit affirmed a ruling that denied a web service's motion to compel arbitration, finding that the user did not have reasonable notice of the arbitration provision contained in the terms and conditions that were communicated via a hyperlink in a post-sale email, reports Proskauer Rose in its **New Media and Technology Law Blog**.

Jeffrey Neuburger, a partner in the firm, wrote the article.

"While the court recognized that a party has a duty to read a contract, it stressed that this does not morph into a duty to 'ferret out contract provisions when they are contained in inconspicuous hyperlinks,' particularly where, as in this case, the user was presented with multiple documents, each containing different sets of terms," Neuburger writes.

Read the article.