

Site Cannot Compel Arbitration Based on Amended Terms Without User Notification of Change

A D.C. district court ruled that an eBay user did not assent to a later-added arbitration clause to the user agreement by virtue of a provision that stated eBay could amend the agreement at any time, as the user may not have received sufficient notice of the amendment, according to the Proskauer Rose [New Media and Technology Law Blog](#).

“Notably, the court declined to find adequate notice sufficient to demonstrate an agreement to arbitrate merely based on the fact that the amended user agreements were posted on eBay’s website (at least under Utah, Louisiana or Texas law). This case is interesting as many websites and services have added mandatory arbitration clauses to their terms in recent years, yet may have a stable of legacy users that agreed to a prior set of terms that did not contain such a provision,” writes [Jeffrey Neuburger](#).

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