

If You Want an Enforceable Online Contract, You Better Keep a Good Chain of Evidence

“Eventbrite wanted to send a lawsuit to arbitration, so it invoked the arbitration clause in its TOS. But did the plaintiffs assent to Eventbrite’s TOS? The court says no. What went wrong?” questions Eric Goldman in *Technology & Marketing Law Blog’s Evidence/Discovery*.

“Eventbrite has three online venues: its desktop website, a separate mobile website, and its mobile app. Each venue has two relevant pages, the signup page and the purchase page. This means Eventbrite needs to lay the evidentiary foundation for 6 different TOS formation processes. Because each of the 6 screens are different, the court says it can’t categorically bless or reject the TOS’s formation.”

“The court wanted a clean chain of evidence showing the exact user interface and TOS terms for each of the 6 screens since January 2018 (the earliest that a plaintiff signed up). Eventbrite didn’t deliver that evidence.”

Read the article.