



Warning: Your “Terms of Use” May Not Bind Website Users

MARCH 2016

On March 17, a California Court of Appeals confirmed a lower court’s refusal to compel arbitration of consumer fraud claims where the agreement to arbitrate was contained in Terms of Use, which was accessible through a hyperlink at the bottom of each webpage. In *Long v. Provide Commerce, Inc.*, B257910, the court, drawing heavily from Ninth Circuit precedent, held that the “Terms of Use” hyperlink alone on the proflowers.com website was not enough to put consumers on notice that, by using the site, they had consented to be bound by arbitration. Read the Client Alert [here](#).

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