ELECTRONIC CONTRACTS (E-CONTRACTS)

Concept, Legal Recognition, Types of eContracts with authorities

1. Introduction

Electronic contracting is not a departure from contract law; it is contract law operating through a different medium. The transaction may be initiated on a website, completed through a mobile application, negotiated by email or accepted by pressing a digital button, but its enforceability still depends upon offer, acceptance, consent, competence, consideration, lawful object and the absence of a statutory bar.

Indian law therefore follows a two-layer structure. The Indian Contract Act, 1872 supplies the substantive rules that determine whether an agreement is a contract. The Information Technology Act, 2000 supplies legal recognition to electronic records, electronic signatures and electronic methods of contracting. The second statute does not dispense with the first; it prevents a transaction from being rejected merely because electronic means were used.

This distinction is central. A poorly formed online arrangement does not become valid simply because Section 10A of the Information Technology Act recognises electronic contracting. Conversely, an agreement that otherwise satisfies contract law cannot be denied enforcement solely because its proposal, acceptance or revocation was communicated electronically.

2. Meaning of Contract

Section 2(h), Indian Contract Act, 1872

"An agreement enforceable by law is a contract."

The statutory definition contains two components: first, there must be an agreement; secondly, the agreement must be enforceable by law. An agreement arises when a proposal is accepted and becomes a promise. Enforceability depends upon the conditions prescribed by the Act and any other applicable law.

Section 10 states that agreements are contracts when made by the free consent of parties competent to contract, for lawful consideration and a lawful object, and when they are not expressly declared void. It also preserves the operation of laws requiring particular contracts to be in writing, attested or registered. Thus, the Contract Act establishes a general rule of freedom of form, subject to specific statutory exceptions.

3. Contracts Need Not Be Paper-Based

The Indian Contract Act does not require every contract to be written on paper. Neither Section 2(h) nor Section 10 makes paper, handwriting, physical signatures or a single formal instrument universal conditions of contractual validity. The Act recognises promises made in words as express and promises made otherwise than in words as implied. Consequently, a contract may ordinarily be oral, written, inferred from conduct, or formed through electronic communications.

The correct legal proposition is therefore not that all contracts may always be electronic. It is that the general law does not insist upon paper unless another law requires writing, witnessing, stamping, registration or a prescribed form for the transaction concerned. Section 10 itself expressly preserves such special requirements.

Core Proposition

The legality of a contract depends upon consent and enforceability, not upon paper as a physical medium. Electronic form changes the method of communication and proof; it does not dilute the essential requirements of contract formation.

4. Need for Legal Recognition of Electronic Transactions

Traditional legislation frequently used expressions such as "writing," "signature," "document," "record," "filing" and "retention." Without statutory equivalence, uncertainty could arise as to whether data stored or communicated electronically satisfied these requirements. The Information Technology Act, 2000 was enacted against this background and was designed, among other purposes, to facilitate electronic commerce and accord legal recognition to electronic records and digital signatures.

The Act of 2000 therefore supplied the legal infrastructure for paperless communication. Sections 4 and 5 established functional equivalence between qualifying electronic records or electronic signatures and their paper or handwritten counterparts. This framework gave legal validity—that is, legal recognition capable of supporting enforceability—to transactions conducted electronically.

However, the original enactment did not contain the present Section 10A. The Information Technology (Amendment) Act, 2008, which came into force on 27 October 2009, inserted Section 10A and expressly removed doubt concerning contracts formed through electronic means. The amendment also broadened the signature framework by recognising "electronic signatures" in addition to the earlier digital-signature model, and introduced Section 3A.

Chronology

2000: electronic records and digital signatures received statutory recognition. 2008 Amendment (effective 27 October 2009): Section 10A expressly protected contracts formed electronically from being treated as unenforceable merely because electronic form was used; Section 3A recognised electronic signatures more broadly.

5. Statutory Framework Governing E-Contracts

5.1 Indian Contract Act, 1872

Sections 2(a) to 2(h), 3 to 10 and the provisions relating to competence, consent, lawful consideration and lawful object continue to govern electronic contracts. The electronic interface does not replace these provisions. It merely becomes the environment in which proposal, acceptance, communication and performance occur.

5.2 "Electronic Form" under Section 2(1)(r), IT Act

Section 2(1)(r)

"Electronic form", with reference to information, means any information generated, sent, received or stored in media, magnetic, optical, computer memory, micro film, computer generated micro fiche or similar device.

The definition is technologically inclusive. It covers information at every relevant stage—generation, transmission, receipt and storage—and is not confined to email or internet pages. An online order, electronic message, application record, digitally stored terms, server log or computer-generated confirmation may therefore exist in electronic form.

5.3 Section 4: Legal Recognition of Electronic Records

Section 4 adopts the principle of functional equivalence. Where law requires information or any matter to be in writing, typewritten or printed, that requirement is treated as satisfied when the information is rendered or made available in an electronic form and remains accessible for subsequent reference. Accessibility is important: the law does not recognise an unusable or irretrievable digital trace as an adequate substitute merely because data once existed.

5.4 Sections 3, 3A and 5: Authentication and Electronic Signatures

Section 3 deals with authentication by digital signature using an asymmetric crypto system and hash function. Section 3A permits authentication by such electronic-signature or electronic-authentication technique as may be considered reliable and specified. Section 5 gives legal recognition to electronic signatures where a law requires a signature, subject to compliance with the prescribed manner.

An electronic contract, however, need not invariably bear a statutory electronic signature. Many online contracts are formed through objective manifestations of assent such as clicking "I Agree," pressing "Register," completing a checkout process or sending an unequivocal acceptance by email. Signature provisions become especially relevant where the law or transaction requires authentication.

5.5 Section 10A: Validity of Contracts Formed Through Electronic Means

Section 10A

Where, in contract formation, the communication of proposals, acceptance of proposals, or revocation of proposals and acceptances is expressed in electronic form or by means of an electronic record, the contract shall not be deemed unenforceable solely because electronic form or means was used.

Section 10A is a non-discrimination rule. It does not declare every electronic exchange to be a concluded contract. It prevents a court or party from denying enforceability on the single ground that proposal, acceptance or revocation occurred electronically.

The word "solely" is decisive. An e-contract may still fail because the terms were uncertain, acceptance was conditional, the person lacked capacity, consent was vitiated, consideration or object was unlawful, assent was not adequately communicated, or another statute required a special form. Section 10A validates the medium; the Contract Act validates the bargain.

5.6 Statutory Exclusions

The Information Technology Act does not apply to the documents or transactions listed in its First Schedule. These include a negotiable instrument other than a cheque, a power of attorney, a trust, a will or other testamentary disposition, and the classes of immovable-property transactions specified in the Schedule. Therefore, a broad statement that every legal document can be executed electronically would be inaccurate.

Note

Section 4 recognises electronic records; Section 5 recognises electronic signatures; Section 10A protects electronic contract formation. None of these provisions eliminates special formalities preserved by Section 10 of the Contract Act or exclusions under the IT Act.

6. Meaning and Nature of an E-Contract

An e-contract is an agreement in which one or more material stages of formation—proposal, acceptance, communication, revocation or recording of terms—takes place through electronic form or an electronic record. It may be entirely automated or may result from human negotiation carried out electronically.

It is not a separate species of substantive obligation. A sale, licence, service arrangement, subscription, transport booking or arbitration agreement does not change its legal character merely because it is made online. "E-contract" describes the method of formation and evidence.

The defining practical question in most online-assent cases is not whether electronic contracts are recognised, but whether the interface gave reasonable notice of the terms and whether the user performed an act that objectively signified assent. The selected American cases are persuasive, not binding in India, but they are valuable because they analyse the design of the online screen and the relationship between notice and assent.

7. Essential Elements of a Valid E-Contract

Definite proposal: The electronic communication must contain, or validly incorporate, terms sufficiently certain to amount to a proposal rather than a preliminary negotiation or mere invitation.

Unqualified acceptance: Acceptance must correspond with the proposal and be communicated in the required or reasonable manner. A counter-offer or conditional response does not conclude the same contract.

Notice of incorporated terms: Where detailed terms are accessible through a hyperlink, the interface must provide reasonable notice that the terms exist and that the relevant action signifies assent.

Free consent: Consent must not be caused by coercion, undue influence, fraud, misrepresentation or material mistake. Digital presentation cannot be used to conceal material terms or procure assent deceptively.

Competence: The parties must be legally competent. Online platforms face additional practical difficulty in identifying minors or unauthorised users.

Lawful consideration and object: Electronic form cannot validate an unlawful transaction. The substantive legality of consideration and object remains unchanged.

Intention and finality: Negotiations conducted electronically become binding only when the communications, read objectively, show an intention to be bound and agreement on essential terms.

Attribution and proof: The electronic record must be attributable to the alleged originator. Logs, email headers, account credentials, confirmation messages and subsequent conduct may be relevant evidence.

8. Types of E-Contracts and Relevant Case Law

8.1 Click-wrap Agreement

A click-wrap agreement requires the user to take an affirmative electronic step—typically clicking a button or ticking a checkbox marked "I Agree," "Accept," or equivalent—after being presented with the terms or a conspicuous link to them. The assent mechanism is separated from mere use of the service: the platform asks the user to perform an act whose stated legal significance is agreement.

A properly designed click-wrap process creates strong evidence of assent because the action is deliberate and linked to notice. Its enforceability nevertheless depends upon presentation. A button alone is insufficient if the interface does not tell the user that clicking will bind them, or if the terms are hidden in a manner that prevents reasonable notice.

Design Standard

The strongest click-wrap design places a clear assent statement immediately beside the button, presents a conspicuous hyperlink to the terms, and prevents completion unless the user performs the assent action.

Case	Specht v. Netscape Communications Corp.
Citation / Court	306 F.3d 17 (2d Cir. 2002) | United States Court of Appeals for the Second Circuit

Facts

Netscape offered its SmartDownload plug-in free of charge on a webpage. Users could click a "Download" button visible on the screen. The licence terms, including an arbitration clause, were not presented before or beside that button. A reference inviting users to review and agree to the licence appeared lower on the webpage and could be seen only by scrolling below the download area.

The plaintiffs alleged that SmartDownload transmitted information concerning their internet file-transfer activity and brought claims under federal electronic-surveillance and computer-fraud statutes. Netscape sought to compel arbitration, arguing that downloading the software bound the users to the licence.

Issues

Whether a reasonably prudent internet user would have had inquiry notice of the licence terms; and whether clicking the download button, without being told that the click signified agreement, constituted assent to the arbitration clause.

Court's Reasoning and Held

The Second Circuit affirmed the refusal to compel arbitration. It treated online formation according to ordinary principles of contract: a party is not bound by inconspicuous contractual terms of which the party neither had actual knowledge nor reasonable notice. The visible invitation was to download free software, not to agree to a licence. The user could complete the download without seeing the notice located below the button.

The court distinguished conventional click-wrap arrangements, in which users are required to click an "I Agree" button after receiving notice of the terms. Netscape's process lacked that affirmative assent. The act of downloading could not reasonably be interpreted as unambiguous consent to hidden terms.

Principle from Specht

Electronic availability of terms is not the same as reasonable notice. A platform cannot convert a technical action into contractual assent unless the interface objectively communicates that legal consequence.

Analytical significance: Specht is often discussed with click-wrap contracts, but the challenged SmartDownload arrangement was defective precisely because it did not operate as a true click-wrap. The case establishes the notice-and-assent baseline against which stronger click-wrap designs are assessed.

Case	Feldman v. Google, Inc.
Citation / Court	495 F. Supp. 2d 229 (E.D. Pa. 2007) | United States District Court for the Eastern District of Pennsylvania

Facts

Feldman opened a Google AdWords advertising account through Google's online registration interface. Before activating the account, the registration screen required the user to click a button indicating acceptance of the AdWords Terms and Conditions, which were available through a conspicuous hyperlink. After disputes arose concerning Google's pricing practices and account management, Feldman argued that he was not bound by the forum-selection clause because he had not actually read the online terms.

Issues

Whether the AdWords online agreement constituted an enforceable click-wrap contract; and whether a user who clicked to accept the online terms could avoid the forum-selection clause by asserting that the terms were not read.

Reasoning and Held

The District Court held that the AdWords registration process was a classic click-wrap agreement. The terms were presented through a readily accessible hyperlink, the acceptance button expressly indicated agreement, and the user could not complete registration without affirmatively accepting the Terms and Conditions. Contract law does not require proof that a party actually read every contractual provision; reasonable opportunity to review the terms is sufficient. Since Feldman voluntarily assented through the prescribed electronic mechanism, he was bound by the forum-selection clause and the contract was enforceable.

Principle from Feldman

A properly designed click-wrap agreement is ordinarily enforceable where the user must take an affirmative step signifying assent after receiving reasonable notice of the terms. Failure to read readily available online terms does not invalidate contractual consent.

Analytical significance

Feldman complements Specht. Specht invalidated a defective online interface because users lacked reasonable notice and affirmative assent. Feldman demonstrates the converse proposition: where notice is clear and assent is explicit, courts will generally enforce online contractual terms, including forum-selection and dispute-resolution clauses.

8.2 Browse-wrap Agreement

A browse-wrap agreement places terms on a website—usually through a hyperlink in a footer—and states or assumes that continued browsing, use or purchase constitutes acceptance. The user is not required to click an assent box. Consent is inferred from conduct.

Browse-wrap is therefore the weakest common online-assent model. Because the website does not obtain an express act of agreement, enforceability generally depends on proof that the user had actual knowledge of the terms or that the placement and design gave sufficiently conspicuous constructive notice. A small link among numerous footer links will ordinarily be less persuasive than a prominent statement adjacent to the transaction button.

Case	Long v. Provide Commerce, Inc.

Citation / Court	200 Cal. Rptr. 3d 117 (Cal. Ct. App. 2016) | California Court of Appeal

Facts

Brett Long purchased a floral arrangement through ProFlowers.com, operated by Provide Commerce. He alleged that the arrangement was advertised as an assembled product but arrived as a do-it-yourself kit. He filed consumer-fraud claims on behalf of himself and a proposed class.

Provide sought arbitration under its website's Terms of Use. The terms were accessible through a capitalised and underlined "TERMS OF USE" hyperlink at the bottom of webpages. The link appeared in light green text on a lime-green background and was grouped with numerous other links. Long was not required to open the terms, tick a box or affirmatively state agreement before placing the order.

Issues

Whether Long had actual or constructive knowledge of the Terms of Use; and whether placing an order, without an express assent mechanism, unambiguously manifested agreement to the arbitration and forum-selection clauses.

Court's Reasoning and Held

The court affirmed denial of arbitration. There was no evidence that Long actually read the terms. Constructive notice was also absent because the hyperlink and overall website design would not have alerted a reasonably prudent internet user to the contractual terms. The link's colour contrast was weak, it was positioned at the bottom of pages, and it appeared among many links without a conspicuous statement tying the purchase to acceptance.

The court emphasised that browse-wrap formation turns upon notice because assent is inferred rather than expressly obtained. Simply completing a purchase did not unambiguously show assent to terms that were not reasonably presented. The arbitration and forum-selection clauses were therefore not binding.

> **Principle from Long**
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> In browse-wrap, the platform must prove actual knowledge or sufficiently conspicuous constructive notice. Mere availability of a hyperlink in a webpage footer does not, by itself, establish contractual assent.

8.3 Sign-wrap (Sign-in-wrap) Agreement

A sign-wrap agreement combines account creation with a notice stating that by registering, signing up or creating an account, the user agrees to hyperlinked terms. Unlike click-wrap, the user may not tick a separate "I Agree" box. Unlike browse-wrap, however, the notice is placed directly in the registration flow and expressly connects the act of registration with acceptance.

Its enforceability depends on the visual relationship among the notice, hyperlink and registration button. The court asks whether the notice was reasonably conspicuous on the screen and whether pressing the button, in that context, objectively manifested assent.

Case	Meyer v. Uber Technologies, Inc.
Citation / Court	868 F.3d 66 (2d Cir. 2017) | United States Court of Appeals for the Second Circuit

Facts

Spencer Meyer registered for an Uber account through a smartphone screen. The screen required entry of payment details and displayed a "REGISTER" button. Immediately below it appeared the statement: "By creating an Uber account, you agree to the Terms of Service and Privacy Policy," with "Terms of Service" presented as a hyperlink.

Meyer later brought a putative class action alleging that Uber and its former chief executive participated in unlawful price fixing. Uber moved to compel arbitration under the Terms of Service. The district court found the notice insufficient and denied the motion.

Issues

Whether the registration screen gave reasonably conspicuous notice of Uber's Terms of Service; and whether pressing "REGISTER" constituted an unambiguous manifestation of assent to the arbitration provision.

Court's Reasoning and Held

The Second Circuit vacated the district court's order. It evaluated the mobile screen as a whole: the notice was directly below the registration button, the screen was uncluttered, the entire relevant content was visible without scrolling, and the hyperlink was distinguishable. A reasonably prudent smartphone user would understand that creating the account was conditioned upon agreement to the linked terms.

Because the notice was objectively reasonable, Meyer's act of pressing "REGISTER" unambiguously manifested assent. The court did not require proof that he had actually read the terms. Contract law generally binds a user who is placed on reasonable notice and performs the act identified as acceptance.

Principle from Meyer

A separate checkbox is not indispensable. A sign-wrap may be enforceable where the assent notice is spatially and visually connected to the registration button, the hyperlink is conspicuous, and the screen clearly states that registration constitutes agreement.

Meyer and Long demonstrate that labels alone do not decide enforceability. Both involved hyperlinked terms without a separate "I Agree" box, but Uber's notice was integrated into the registration action, whereas ProFlowers' terms were relegated to an inconspicuous footer.

8.4 Shrink-wrap Agreement

A shrink-wrap agreement traditionally refers to licence or contractual terms supplied inside or on the packaging of a product—especially software—where the purchaser is informed that opening the packaging, retaining the product, installing the software or failing to return it within a stated period constitutes acceptance.

The term predates widespread web contracting. Its structure is based on deferred review: the buyer may pay before seeing all terms, but is given notice that continued retention or use after an opportunity to inspect will amount to assent. The legal debate therefore concerns whether notice was adequate, whether a meaningful opportunity to reject existed, and whether the terms introduced after payment are consistent with the original transaction.

Shrink-wrap differs from click-wrap because assent is usually inferred from opening, retention or use rather than an electronic "I Agree" action. It differs from browse-wrap because the terms accompany a specific product and ordinarily provide a stated method of rejection, such as return within a prescribed period.

Validity Test

The critical questions are: Were the terms reasonably brought to the purchaser's attention? Was there a genuine opportunity to review and reject them? Did retention, opening or use objectively indicate acceptance after that opportunity?

8.5 Contract Formed Through Email

An email contract is formed when the parties' electronic correspondence contains a sufficiently definite proposal and an unqualified acceptance, read in the commercial context. A single signed document is unnecessary unless the parties or governing law make formal execution a condition precedent.

Courts examine the entire chain of communication. Expressions such as "subject to contract," unresolved essential terms, a conditional approval or an express requirement of signatures may show that negotiations remain incomplete. Conversely, agreement on essential commercial terms, unequivocal acceptance and subsequent conduct may establish a concluded contract even though a more detailed document was expected later.

Case	Trimex International FZE Ltd., Dubai v. Vedanta Aluminium Ltd., India

Citation / Court	(2010) 3 SCC 1; decided 22 January 2010 | Supreme Court of India

Facts

Trimex, a Dubai-based minerals trader, sent Vedanta a commercial offer by email on 15 October 2007 for the supply of Australian bauxite. After exchanges concerning the transaction, Vedanta communicated acceptance on 16 October 2007 for five shipments. Relying on that acceptance, Trimex concluded arrangements with its supplier and entered into shipping commitments.

Representatives later met and signed minutes acknowledging the transaction. A more detailed formal contract containing an arbitration clause was exchanged in November, with some proposed modifications. Vedanta subsequently asked that shipments be deferred and later disputed that any concluded contract or binding arbitration agreement existed. Trimex invoked arbitration and approached the Supreme Court under Section 11(6) of the Arbitration and Conciliation Act, 1996.

Issues

Whether the email exchanges had resulted in a concluded commercial contract despite the absence of a final formally signed document; whether essential terms remained under negotiation; and whether a binding arbitration agreement existed.

Court's Reasoning

The Supreme Court examined the correspondence as a commercial sequence rather than isolating the unsigned formal document. The offer identified essential matters, and Vedanta's communication accepted the transaction for five shipments. The later exchanges and meeting minutes were consistent with an already concluded bargain. Trimex had also acted upon the acceptance by making supply and shipping arrangements.

The Court explained that once a contract is concluded through correspondence, the fact that the parties contemplate a formal contract does not undo the existing bargain unless they intended that execution of the formal document would be a condition of contractual formation. A concluded contract need not be contained in one document; it may be gathered from several communications.

Held

The Court held that a binding contract had been formed and that the arbitration arrangement was enforceable. It appointed an arbitrator. The respondent could not avoid the contractual consequences merely because the contemplated detailed agreement was not finally signed in a single formal instrument.

Principle from Trimex

A binding commercial contract may emerge from an exchange of emails when essential terms are settled and acceptance is unequivocal. A later formal document may record or elaborate the bargain; it does not necessarily postpone formation.

Relevance to Section 10A: Trimex demonstrates the substantive application of ordinary contract principles to electronic correspondence. Section 10A prevents the electronic medium from becoming an objection; the decisive enquiry remains whether the communications disclose consensus and contractual finality.

9. Comparative Analysis

Type	Assent Mechanism	Notice	Main Risk	Selected Authority
Click-wrap	Separate click or checkbox	Terms or conspicuous link tied to button	Button not clearly linked to terms	Specht (failed assent design)
Browse-wrap	Use of website inferred as assent	Often footer hyperlink	No actual or constructive notice	Long
Sign-wrap	Registration/sign-up constitutes assent	Notice beside registration button	Weak visual connection or clutter	Meyer
Shrink-wrap	Opening, retaining or using product	Terms in/on packaging	Terms seen only after purchase; no real rejection option	General form discussed
Email	Offer and acceptance in correspondence	Terms contained across email chain	Conditional acceptance or unresolved essentials	Trimex

10. Advantages and Legal Challenges

10.1 Advantages

E-contracts reduce transaction time and cost, permit instantaneous cross-border communication, preserve searchable records, support automated performance and enable scalable consumer and business transactions. Electronic trails may also make chronology easier to prove than purely oral dealings.

10.2 Legal Challenges

Notice and meaningful assent: Dense terms, hidden hyperlinks, misleading button labels and mobile-screen constraints can prevent real or legally sufficient notice.

Identity and authority: The account user may be a minor, an employee acting beyond authority, or a person using compromised credentials.

Standard-form imbalance: Most consumer e-contracts are non-negotiable. Arbitration, limitation-of-liability, automatic-renewal and data-use clauses may attract scrutiny under applicable contract and consumer law.

Proof and integrity: The party relying on the contract must preserve reliable records of the version of terms, screen design, timestamp, assent event and any later modification.

Jurisdiction and governing law: Online transactions may connect parties, servers, performance and harm with different states or countries. A contractual forum clause is useful only if it was validly incorporated and is otherwise enforceable.

Amendment of online terms: A platform should not assume that posting revised terms silently binds existing users. Notice and renewed assent may be required depending on the nature of the change and the original agreement.

Statutory formalities and exclusions: Section 10A does not override laws requiring writing, registration or execution in a prescribed form, nor the First Schedule exclusions under the IT Act.

11. Conclusion

Indian law recognises electronic contracting through a combination of substantive contract law and enabling information-technology legislation. Section 2(h) defines the contract; Section 10 supplies the conditions of enforceability; Sections 4 and 5 of the Information Technology Act recognise electronic records and signatures; and Section 10A prevents electronic formation from being treated as a ground of unenforceability.

The central legal issue in modern platform contracts is usually assent. Click-wrap, browse-wrap and sign-wrap are not statutory categories; they are descriptive models used to assess how notice was given and how agreement was manifested. Specht, Long and Meyer show that interface design is legally consequential. Trimex confirms in Indian law that electronic correspondence can conclude a binding commercial bargain without a single paper instrument.

The final position may be expressed simply: electronic form is legally capable of carrying a contract, but enforceability still depends upon an identifiable bargain, reasonable notice, objective assent and compliance with all substantive and special statutory requirements.

12. Quick Revision

Five Rules to Remember

1. A contract need not ordinarily be paper-based.
2. The Contract Act governs substantive validity; the IT Act recognises electronic form.
3. Section 10A validates the medium, not a defective bargain.
4. Online terms require reasonable notice and objective manifestation of assent.
5. A formal document contemplated later does not prevent prior email formation unless formal execution was intended as a condition precedent.

One-line Case Principles

- Specht v. Netscape: downloading did not signify assent where licence terms were below the visible download button and no affirmative agreement was required.
- Feldman v. Google, Inc.: A user who affirmatively accepts a click-wrap agreement is bound by its terms, even if the terms were not actually read.
- Long v. Provide Commerce: an inconspicuous footer link did not give constructive notice sufficient to bind a purchaser to browse-wrap arbitration terms.
- Meyer v. Uber: a clear notice immediately connected to the registration button made sign-wrap assent enforceable.
- Trimex v. Vedanta: emails settling essential terms and communicating acceptance created a binding contract despite the absence of a final signed instrument.