

DC District Court Holds that eBay Can't Compel Arbitration Based on Later-Amended Terms

Gonzalo E. Mon, Geoffrey W. Castello

November 17, 2018

In July, a DC District Court ruled that eBay could not compel a user of its services to arbitrate a dispute, even though the user had agreed to be bound by eBay's User Agreement. That Agreement stated that the company had a right to modify the terms, and eBay had later modified those terms to include an arbitration clause for purposes of dispute resolution. Specifically, the Court held that eBay's act of posting the updated terms did not constitute sufficient notice, and that the company had not presented proof sufficient to show that it had notified the user via email. Although the result is troubling for many companies who approach changes to website terms in the same manner that eBay did, the decision does provide some hints for what companies can do to provide support for arguments that their changes are enforceable.

Read [our article in Digital Business Lawyer](#) to learn more about the case and what you can do to help ensure that your website terms will be deemed enforceable.