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California federal court rules that clicking on “Get More Info” tab does not create enforceable clickwrap arbitration agreement

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Takeaway We’ve written before about the difference in enforceability of “clickwrap”—which requires a consumer to click a tab affirmatively agreeing to terms and conditions—and “browsewrap”—terms and conditions that are merely referenced on a website browsed by a consumer. See [Internet contracts beyond clickwrap and browsewrap](#). Sometimes businesses try to split the difference by requiring consumers to click on tabs that do not expressly describe the click as accepting the terms and conditions. In *Wong v. LaserAway, LLC*, No. 26-cv-00529-RS, 2026 WL 2056970 (N.D. Cal. July 15, 2026), Judge Richard Seeborg denied a motion to compel arbitration, holding that clicking on LaserAway’s “GET MORE INFO” button did not manifest the consumer’s assent to the company’s Terms and Conditions. This decision illustrates the critical importance of eliminating any ambiguity in a consumer’s assent to a clickwrap contract.

In *Wong*, Caroline Wong brought a putative class action alleging that LaserAway violated the Telephone Consumer Protection Act (“TCPA”) by continuing to send marketing texts after she communicated a desire to stop receiving them. Ms. Wong had provided her phone number through a questionnaire on LaserAway’s website. LaserAway moved to compel arbitration, arguing that Ms. Wong accepted its Terms and Conditions—which contained an arbitration clause—when she clicked a button labeled “GET MORE INFO” on the website. 2026 WL 2056970, at *1.

Under California law, online contract formation requires “actual or constructive notice of the agreement” and a “manifest[ation of] mutual assent.” *Id.* (quoting *Oberstein v. Live Nation Ent., Inc.*, 60 F.4th 505, 512–13 (9th Cir. 2023)). These requirements apply “with particular force to provisions for arbitration.” *Id.* (quoting *Knutson v. Sirius XM Radio Inc.*, 771 F.3d 559, 566 (9th Cir. 2014)).

While courts usually will enforce clickwrap agreements, browsewrap agreements usually will not be enforced. “Sign-in wrap” websites notifying a consumer that clicking a button constitutes consent to the terms and conditions—without expressly requiring the consumer to “agree” to those terms—fall in a “gray zone” where enforceability turns on two factors: (1) reasonably conspicuous notice of the terms, and (2) whether an action by

the user unambiguously manifests assent. *Id.* at *2 (quoting *Kroskey v. Elevate Labs, LLC*, No. 5:24-cv-08113-EJD, 2025 WL 1507091, at *3 (N.D. Cal. May 27, 2025)).

The court assumed that LaserAway may have satisfied the first prong—reasonably conspicuous notice—because the hyperlink appeared on a clean, uncluttered screen in a readable font. *Id.* (citing *Kroskey*, 2025 WL 1507091, at *3). But LaserAway’s “GET MORE INFO” button label failed the second prong.

In the Ninth Circuit, “[a] user’s click of a button can be construed as an unambiguous manifestation of assent only if the user is explicitly advised that the act of clicking will constitute assent to the terms and conditions of an agreement.” *Id.* (citing *Berman v. Freedom Fin. Network, LLC*, 30 F.4th 849, 857 (9th Cir. 2022)). The notice “must explicitly notify a user of the legal significance of the action she must take to enter into a contractual agreement.” *Id.* (quoting *Berman*, 30 F.4th at 858).

The *Wong* court found that the “GET MORE INFO” button failed this test. Inviting the users to ‘get more info’ could reasonably be construed as an offer to provide additional information about LaserAway’s products and services prior to forming any agreement. Indeed, the button might even be understood as a means for obtaining details of the ‘terms and conditions’ prior to assenting to them.” *Id.* The court distinguished three cases cited by LaserAway because the website interface in each of those cases explicitly connected the user’s click to acceptance of terms. See *Vickers v. Allbirds, Inc.*, No. 26-cv-00861-RFL, 2026 WL 1484303, at *1 (N.D. Cal. May 27, 2026); *Blackburn v. ClassPass USA LLC*, No. 25-cv-06109-WHO, 2026 WL 962734, at *7-8 (N.D. Cal. Apr. 9, 2026); *Kroskey*, 2025 WL 1507091, at *4.

The *Wong* case reiterates the critical importance of a button’s text expressly connecting the user’s click to agreement formation. Even prominently displayed terms will not create an agreement unless the user’s action is unambiguously tied to acceptance. Companies seeking enforceable online arbitration agreements should ensure their interfaces include: (a) a clear statement that the user’s action constitutes agreement to identified terms, (b) a conspicuous hyperlink to those terms in close proximity to the action button, and (c) language that explicitly names the button or action being taken (e.g., “By clicking ‘Submit,’ you agree to our Terms of Service”).