

GROFF v. AMERICA ONLINE, Inc.

1998 W.L. 307001 (1998)

In *Groff v. American Online, Inc.*,¹⁹ the contested term was held valid where the User could have subscribed to defendant's Internet service by either (i) pressing the "I Agree" button next to the "Read Me" button, without viewing or reading the proposed terms, or (ii) scrolling through the proposed

terms and then pressing the "I Agree" button next to the "I Disagree" button at the conclusion of the agreement. The first option was inconsistent with requiring the User to view the terms before assenting to them, but the court still upheld the terms, saying that a party manifesting assent to an instrument "cannot later complain that he did not read the instrument or understand its contents."²⁰