



THE 1997 RSA DATA SECURITY CONFERENCE

SPEAKER BIOGRAPHY

ANALYSTS' TRACK

Enforceability of Internet Contracts in the Absence of
an EDI "Trading Partner" Agreement

Speaker: **Richard A. Horning,**

Esq. Special Counsel

Tomlinson Zisko Morosoli & Maser LLP

200 Page Mill Road Second Floor

Palo Alto, CA 94306

Phone: 415-325-8666 Fax: 415-324-1808 Email:

rah@tzmm.com

Presentation Overview:

There are no reported decisions upholding the enforceability of contracts negotiated over the Internet. Some companies have entered into EDI Trading Partners Agreements to overcome concerns over enforceability of such agreements. Many companies, however, use the Internet to enter into contracts without pre-existing EDI trading partner agreements. This presentation focuses on issues concerning the enforceability of contracts where the offer and acceptance are sent over the Internet, either computer-to-computer or by email.

Speaker Background:

Richard Allan Horning is Special Counsel to the Palo Alto firm of Tomlinson Zisko Morosoli & Maser. Mr. Horning was Managing Partner at Horning, Janing & Harvey, San Francisco, from 1983 to 1995, and one of the founding partners of Ream, Train, Horning, Ellison & Roskoph, Palo Alto and San Francisco. His recent publications include Has HAL Signed a Contract: The Statute of Frauds in Cyberspace, published at 12 Santa Clara Computer & High Technology Law Journal 901 (1996). Mr. Horning received his B.A. from the University of California, and his J.D. from Duke University School of Law. Following graduation from Duke, Mr. Horning clerked for Judge Oliver D. Hamlin, Jr. on the United States Court of Appeals for the Ninth Circuit.

PRESENTATION