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**“Browse-Wrap”  
Contracts and Unfair Terms :  
What the Supreme Court Missed  
in *Dell Computer Corporation v.  
Union des consommateurs et Dumoulin***

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**1. INTRODUCTION**

1. The Internet has revolutionized commerce: businesses can now sell to a worldwide market at any time of the day or night, and can do so using low-cost methods of instantaneous

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1. Canadian Internet Policy and Public Interest Clinic. CIPPIC intervened in the *Dell Computer* case before the Supreme Court of Canada, arguing that pre-dispute mandatory arbitration clauses in consumer contracts are contrary to public order under Québec law, and that the arbitration clause was not in this case adequately brought to the attention of Dell customers.