The court will enforce the forum selection clause. In the major v McAllister case it states, “that a forum selection clause should be enforced unless it is unfair to unreasonable to do so.”  
  
Since the terms and conditions were linked to every website page, it’s reasonable for the court to uphold the forum selection clause.   
  
Julia will be required to try her case in. Colorado. According to the forum selection clause she will also have to abide by laws and rules set in place by Denver. Missouri laws don’t apply when the forum selection clause is set.  
  
Julia could take the same route as Vickie’s major in the case major vs. McAllister.   
In Major vs McAllister, Victoria Major argued that the courts unwillingness to apply Netscape’s terms in Specht vs Netscape communications Corp should control this case.   
This would only work if the “terms were not visible at the point where a user downloaded software without scrolling down to another screen. ” Acme ‘s terms and conditions were hyperlinked to be each webpage Which were visible enough for Julia to see.   
  
In the major vs McAllister case it states, “Failures to read an enforceable online agreement....will not excise compliance with terms.   
  
The appellant lawsuit against Acme will be dismissed. The court will uphold enforceability of the terms and conditions of the online agreement. Ultimately ruling in favor of Acme