

U.S. Supreme Court Clarifies Arbitrability Disputes When Contracts Conflict

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The Supreme Court of the United States has decided another case that affects enforcement of arbitration clauses. [*Coinbase v. Suski*](#) concerned users of a crypto exchange. When the users registered with the exchange, they executed a user agreement that contained an arbitration requirement with a delegation clause, meaning “an arbitrator must decide all disputes under the contract, including whether a given disagreement is arbitrable.” *Coinbase* later offered a sweepstakes in which the official rules for entries instead “contained a forum selection clause, providing that all disputes related to that contract must be decided in California courts.”

The conflict between the user agreement and the official rules became a problem when users filed a class-action complaint arising from the sweepstakes. *Coinbase* moved to compel arbitration based on the user agreement. The users resisted, relying on the sweepstakes official rules. The Supreme Court ruled that where a conflict exists, as it did here, then “a court, not an arbitrator, must decide whether the parties’ first agreement was superseded by their second.”

Coinbase answers an important question because it can be frustratingly common to have conflicting contracts between two parties. However, it also indirectly emphasizes the importance of contract drafting and review.

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National Law Review, Volume XIV, Number 157

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