

Submission clauses to foreign jurisdiction in online adhesion contracts: new criterion of the SCJN

Mexico City, June 10, 2025

The Mexican Supreme Court (“SCJN” or the “Court”) issued case law on the validity of express submission clauses to foreign courts set forth in the terms and conditions displayed by foreign companies providing services in Mexico through the internet.

The SCJN determined that such clauses set forth in adhesion contracts (terms and conditions) accepted either expressly or by only accessing and using websites, violate the right of access to justice and the principle of equality between the parties. In particular, the Court held that these clauses are invalid when they extend jurisdiction solely to require users to litigate in another country over disputes arising from services provided in Mexico, as this imposes costs and procedural disadvantages on users.

Furthermore, the SCJN also rejected the argument that a foreign company cannot be subject to Mexican jurisdiction due to the lack of assets, property, or employees in the country. The Court clarified that legal entities carrying out legal acts within the Mexican territory are considered domiciled in Mexico for legal purposes. Therefore, the provision of digital services that have effects in Mexico is sufficient for Mexican courts to have jurisdiction over related disputes.

The decision is based on article 17 of the Mexican Constitution (access to justice and jurisdiction), as well as on (i) the OECD Guidelines for Consumer Protection in the Context of Electronic Commerce, (ii) the OECD Recommendation of the Council on Consumer Protection in E-Commerce, and (iii) the UN Guiding Principles on Business and Human Rights. These instruments establish that consumers must be provided with fair, user-friendly, transparent, and effective mechanisms to resolve e-commerce disputes whether domestic or cross-border in a timely manner and without incurring unnecessary costs or burdens.

This case law becomes mandatory as of June 9, 2025, which directly impacts foreign companies offering services in Mexico through digital platforms.



Companies providing services in Mexico through the internet should review their terms and conditions to avoid clauses that extend jurisdiction exclusively to foreign courts. It is also recommended to analyze dispute resolution mechanisms and consider different alternatives.

For more information related to the content of this update, please do not hesitate to contact Rodrigo Zamora (Civil & Commercial Litigation Partner – rzamora@galicia.com.mx) and Xavier Careaga (TMT Counsel – xcareaga@galicia.com.mx).

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