

Decoding Clickwrap Agreements: A Corpus-Based Linguistic Analysis of Plain Writing in Legal Contracts

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Abstract: Researchers recognize that users often legally bind themselves by clicking “I agree” or similar icons in clickwrap agreements, frequently without fully realizing the contractual consequences (Shrivastava, 2016; Whaley & Horton, 2023; Knapp, Crystal, Prince, Hart, & Silverstein, 2023). Unlike traditional signatures, these clicks do not register cognitively as formal consent for many users (Kim, 2013; Katsh & Rabinovich-Einy, 2017). The debate over adopting plain language in electronic contracts to regulate e-commerce continues, with some critics arguing it may appear anti-intellectual or insufficient for addressing complex technological services (Daiza, 2017; Kim, 2019). Despite global campaigns advocating plain writing, most online contracts remain formal and imbued with legalese, which incorporates complex structural linguistic features that may hinder users’ understanding of their rights, responsibilities, and policies (Barnes, 2023; Trevisani, 2019; Benoliel & Becher, 2019). Consequently, the advantages and drawbacks of plain language in e-contracts remain a contested and well-researched issue in linguistics and e-commerce (Golban, 2023). This study addresses the research gap by adopting a corpus-based approach to analyze the linguistic features of clickwrap agreements, focusing on a corpus of 68,640 words collected from telecommunications, online shopping, and courier service contracts updated as of August 2025. Specifically, the study examines (1) linguistic characteristics, including formal registers, redundancy, and performative verbs that contribute to legalese complexity, and (2) the implications of plain writing standards as manifested in the corpus. Using AntConc 3.5.9 for quantitative word count analysis complemented by manual tagging, the findings reveal that the contracts predominantly employ legalese characterized by extensive formal registers, performative verbs, and redundant terms. Despite these complexities, there is an emerging trend among Philippine service and business providers to adopt plain writing standards, which improves the accessibility and comprehensibility of legal documents for non-specialist users. This trend aligns with the Philippine English Language (PEL) guidelines, which aim to produce user-friendly legal texts, including clickwrap contracts. The study adds to the ongoing discussion about plain language in legal settings by presenting empirical evidence from a Philippine corpus. It highlights the tension between maintaining legal precision and improving user understanding. The findings emphasize the need for ongoing efforts to balance legal accuracy with clarity in e-contracts, thereby empowering consumers and promoting transparent digital commerce.

Keywords—clickwraps agreements; formal registers; plain writing; e-contracts

1. INTRODUCTION

In today’s digital technology-driven world, consumers frequently encounter electronic contracts (often in the form of browse-wrap or clickwrap agreements) that require a level of linguistic proficiency in legalese to understand their terms and conditions (Smoot, 2023; Beebeejaun & Gunpath, 2023). In clickwrap agreements, users typically accept terms by clicking an “I agree” icon, thereby legally binding themselves, often without fully realizing the contractual implications (Shrivastava, 2016; Whaley & Horton, 2023; Knapp, Crystal, Prince, Hart, & Silverstein, 2023). Unlike traditional handwritten signatures, these clicks often do not register cognitively as formal consent for many users (Kim, 2013; Katsh & Rabinovich-Einy, 2017).

Despite growing advocacy for the use of plain language in electronic contracts to regulate e-commerce, many online agreements still maintain a formal style laden with legalese. These complex linguistic structures can hinder consumers’ understanding of policies, rights, and responsibilities

embedded within the contracts (Barnes, 2023; Trevisani, 2019; Benoliel & Becher, 2019). While plain language movements have gained momentum globally, their effectiveness and application in clickwrap agreements remain controversial and underexplored within linguistics and e-commerce research (Golban, 2023). Furthermore, there is a significant gap in studies examining the linguistic features of clickwrap agreements specifically within the Philippine context, where English predominates as the primary legal language in written discourse.

Several studies emphasize that e-commerce introduces new communication challenges that require a balance between plain language and traditional legalese (Torres, Lisboa & Yasin, 2014). Plain language initiatives in contract drafting aim to meet objective clarity standards (Moran, 2023), enhance communication among stakeholders (Balmford, 2002), improve reader comprehension, and reduce costs associated with misunderstandings (Garwood, 2014). These efforts also strive to highlight contractual terms clearly, ensuring consumers understand their obligations in agreements such as clickwrap contracts (Rossetti, Cadwell &

O'Brien, 2020; Anwar, Amna & Hazrat Umar, 2023). Supporting this view, Lin, Afzaal, and Aldayel (2023) used corpus-based methods to show that legal texts translated into plain English tend to be syntactically simpler and more accessible than their native legal jargon counterparts, thereby reinforcing the value of plain-language initiatives. Similarly, Bivins (2008) found that plain language, characterized by shorter sentences, active voice, and everyday vocabulary, facilitates better reader comprehension.

However, some scholars argue that plain language oversimplifies the law and neglects its inherent complexity. Grieshofer, Gee, and Morton (2021) caution that effective legal practice involves specialized skills beyond mere understanding of vocabulary, such as litigation expertise, which cannot be addressed solely by simplifying language. Legal experts like Stolle (1998) and Plaut & Bartlett (2012) acknowledge the necessity of standardized form contracts in evolving commerce, despite their often burdensome and complex terminologies. In the Philippines, there remains an insufficient body of research exploring how legal language impacts non-expert users' comprehension of click-through agreements online. This notable scarcity of linguistic investigations on online shopping website terms and conditions motivates the current study.

This paper examines linguistic aspects of online trading agreements in the Philippines context, where English appears to be the primary legal language, particularly in written discourse. Specifically, the scarcity of investigation on plain language as a linguistic insight for plain writing in legal contracts has prompted the researcher to venture into the present study. Thus, this paper explored (1) the linguistic features of the selected clickwrap contracts in terms of formal register, redundancy, and performative verbs that contribute to the complexity of legal registers, and (2) to find the implications of plain writing standards that are manifested in the corpus.

2. FRAMEWORK OF STUDY

Clickwrap and browse-wrap agreements are predominant forms of digital contracts found on nearly every website. A clickwrap agreement requires an explicit act, such as clicking a box or icon labeled "I agree" or a similar prompt, to manifest consent, whereas a browse-wrap agreement involves no affirmative act but is accessible via a hyperlink, usually located at the bottom of a webpage with labels such as "Terms of Use" (Kim, 2013). This distinction is crucial as the study focuses on the linguistic features of clickwrap agreements where consent is actively signaled by users.

Zhang (2014) highlights the complex lexical characteristics of contract English, noting that legal texts (including contracts) employ a specialized range of language. The challenge of making legal language comprehensible has driven the efforts of numerous language experts and movements, including the Plain English Movement (Tiersma, 1999), which advocates the right of individuals to understand legal documents that directly affect their rights and

obligations. This foundational notion inspires the current study's focus on plain language in clickwrap contracts.

The use of plain language has gained global popularity, especially in English-speaking countries, yet most contracts continue to exhibit marked lexical characteristics, such as archaic vocabulary, loanwords, strings of synonymous terms, vagueness, avoidance of pronouns, frequent repetition, formal and dignified diction, specialized meanings of common words, and extensive technical terminology. These linguistic features contribute to the complexity of legal registers and directly inform the analysis in this study.

2.1 Technical Terms

Technical terminology represents a significant barrier to comprehension for lay readers and is a defining feature of contract language. Garner (1991) notes that specialized language serves as a primary means to manage social and legal activities. In international business contracts, technical terms can be broadly categorized into three groups: legal terms, business-specific language, and common words adapted for particular specialized purposes. This categorization frames part of the linguistic analysis in this study by helping to identify and classify terms in the corpora.

2.2 Formality and Dignity

Contracts serve the dual purpose of imposing responsibilities and granting rights, and once legally ratified, they become binding documents with the power to resolve disputes in court. Consequently, contract English is characterized by a highly formal and, at times, ceremonious linguistic style. The use of archaic words, some borrowed terms, and technical phrases at the lexical level reflects this formality and grandeur, signaling the seriousness and legal weight of such documents. This formal register, while conveying dignity and authority, is also a factor contributing to the complexity and potential inaccessibility of clickwrap contracts for general users. This study investigates these formal features as they appear in the corpora and their impacts on plain writing efforts.

2.3 Lexical Repetition

Lexical repetition in contracts is commonly employed not for emphasis but to ensure precision and eliminate ambiguity. It often replaces pronouns with repeated noun phrases to maintain clear and exact references throughout the text. Understanding this repetition is essential to analyzing legal register complexity, as it reveals how contracts aim to close interpretative gaps that might otherwise lead to disputes.

2.4 Use of Archaic Words

Legal language is notably conservative, resisting linguistic change over time (Hiltunen, 1990). Crystal and Davy (1969) observed that legal English is frequently peppered with archaic words and phrases that are rarely used outside legal contexts. Lawyers often justify these archaisms by arguing that they enable clearer, less ambiguous references and lend additional weight and authority to legal texts

(Gibbons, 2003). This study examines the presence and function of archaic language in clickwrap agreements, evaluating its compatibility with plain language principles.

2.5 Theoretical and Analytical Lens

Guided by corpus linguistics as the theoretical framework, this study applies methods to analyze real-world language use in clickwrap contracts. Corpus linguistics allows for the systematic examination of linguistic features such as frequency patterns, collocations, and semantic fields within large datasets of authentic legal texts. Using this approach, the study assesses how formal registers, technical terms, redundancy, and archaic words contribute to the readability and comprehension challenges identified in plain language discourses.

3. METHODOLOGY

This study used a corpus-based approach to investigate language data, a method that involves systematically collecting and analyzing authentic language examples. According to Plag (2018), a corpus is defined as a compilation of genuine language use, encompassing both spoken and written forms. Expanding on this, Gontasavora (2013) describes a corpus as a carefully assembled dataset created specifically to meet certain research objectives. This means that when building a corpus, researchers apply tailored criteria to select texts most relevant to their study goals, as explained by Lihawa (2019). These criteria could include text type, source, time period, or topic, ensuring the corpus reflects the linguistic phenomena under investigation.

In addition to corpus compilation, the study employed qualitative analysis to interpret the findings. This choice was grounded in the requirement that the research results be conveyed in rich, descriptive detail rather than through purely numerical data. Taylor et al. (2016) argue that qualitative methods are particularly well-suited to research focusing on descriptive data because they allow for deeper explanations of meaning, context, and use.

The corpus itself consists of collections of clickwrap contracts, also known as agreements, where users accept terms by clicking, which is common in online environments. This study focused specifically on clickwrap contracts from three sectors: telecommunications providers, online shopping websites, and courier services, all updated as recently as August 2025. These contracts were gathered systematically and analyzed using AntConc 3.5.9, a software tool designed to extract word frequency and other quantitative statistics from textual data. This allowed the study to address specific research questions regarding language patterns in these contracts.

From the analyzed texts, a specialized glossary was developed, cataloging the language typical in online terms and conditions. The glossary's entries were organized into key linguistic categories: formal register (language indicating official or legal tone), performative verbs (verbs that enact

actions, such as "agree" or "authorize"), and redundant expressions (unnecessary or repetitive terms). These linguistic features were measured and quantified using AntConc to provide an empirical basis for analysis.

To enhance the accuracy of frequency counts, manual tagging and the use of the "find" function within concordance plots were employed. These supplementary methods addressed limitations in AntConc, which cannot calculate percentage frequencies for multi-word phrases or single-letter words. Using these approaches ensured a more comprehensive understanding of how often key features appeared in the corpus. Moreover, the frequency results were then interpreted with practical factors in mind, such as how formality levels and types of speech acts (e.g., promises, obligations) function in the contracts. This practical interpretation helped reveal the significance of the formal characteristics in the texts and their implications for understanding contract language.

Finally, to evaluate the extent to which these contracts adhered to principles of plain writing (and to suggest improved drafting practices) the study referred to three influential United States Plain English Laws: Connecticut's 1980 Plain Language Act, the 1993 Plain Language Consumer Contract Act of Pennsylvania, and the 1998 Washington Plain English Handbook. These legal frameworks served as benchmarks for plain language standards relevant to contract clarity and user comprehension.

3.1 Ethical Considerations

The study exclusively used publicly available contract texts, ensuring there was no breach of privacy or copyright. No personal or sensitive user information was collected at any stage. Data handling procedures conformed strictly to institutional ethical guidelines concerning research on textual materials. Since the study did not involve identifiable individuals, anonymization procedures were not required.

4 RESULTS AND DISCUSSIONS

Based on a thorough analysis of linguistic features extracted from online contracts and quantified using AntConc 3.5.9 (a corpus analysis tool specialized in word count statistics), this study found that clickwrap agreements predominantly utilize a legalese style. The contracts are characterized by frequent occurrences of (a) formal registers, (b) performative verbs, and (c) redundant terms within the corpus. Additionally, the study identifies a growing trend among Philippine service providers and businesses toward adopting plain writing standards. Although no specific law mandates this shift, such practices enhance the accessibility and comprehensibility of legal documents for non-specialist users. This aligns with the Philippine English Language (PEL) standards and guidelines developed to produce user-friendly legal texts, including clickwrap contracts.

While the study offers preliminary data on the adoption of plain language in contracts, questions remain regarding the effectiveness, applicability, and practical implementation of

plain language prescriptions in this context. To address the research questions, the data were collected from clickwrap contracts issued by leading telecommunications companies and online shopping websites. The dataset comprises a total of 68,640 words from publicly accessible contracts updated as of August 2025. These documents were formatted into plain text files (.txt) and uploaded to the AntConc 3.5.9 software to generate accurate data on linguistic modalities for further analysis.

The findings show that these contracts commonly employ 32 redundant terms, 64 performative verbs, and 49 formal registers. The top 64 performative verbs (occurring 2,836 times) highlight the contractual actions and obligations that bind both parties. Meanwhile, the 49 most frequent formal registers appeared 2,123 times in the corpus, and redundant terms were cited 1,815 times, reflecting the typical features of legal English that may impact user comprehension.

4.1 Redundant Terms

Legal documents have traditionally incorporated redundancy as a deliberate strategy to reduce ambiguity and reinforce precision. This approach (originating in English legal drafting) was transmitted to American legal practice and subsequently adopted in its former colonies, including the Philippines (Tiersma, 1999). Hence, it is unsurprising that the local corpus contains numerous redundant terms, as detailed in Table 1.

Table 1: The Frequency of Redundant Terms

Redundant Terms	Frequency	Word
Terms and Conditions	502	Terms
Information and content Information and details Information and/or documentation	223	Information
Laws or regulations Laws, statutes, or regulations	180	Law
Agree and acknowledge	140	Agree
Policies and Instructions Policies/agreements Policies and guidelines Policies and regulations	139	Policies
Data, text, and information Data or communications	119	Data
Sole and absolute	99	Sole
Access and Use	77	Access
Agreements and policies	88	Agreements
Cancel or suspend Cancel and/or reject	54	Cancel
Rules and regulations Rules and policies	52	Rules
Suspend or discontinue Suspend or terminate	36	Suspend
Regulations or arrangements	35	Regulations
Communications and agreements	25	Communication

Guidelines, policies, and regulations Guidelines, laws, or regulations Guidelines, notices, and rules	17	Guidelines
False, inaccurate or misleading False, misleading or deceptive	10	False
Fines and penalties	10	Fines
True and correct True and accurate	9	True
Total	1815	

Upon analyzing the frequency data presented in Table 1, it is evident that the phrase “terms and conditions” is the most frequently used within the corpus of 68,640 words. Specifically, the word “terms” alone appears 502 times. This high frequency underscores the critical importance of emphasizing and delineating “terms and conditions” across various contractual contexts, including telecommunications, online shopping platforms, and courier services (Polunina, 2020). This finding highlights the central role that clear and comprehensive terms and conditions play in these industries, often serving as key reference points for consumers and providers alike.

Such emphasis on precision aims to ensure that all parties involved in the contractual relationship are adequately protected, with their rights clearly recognized and addressed. Additionally, the frequent use of the word “information” within the clickwrap contracts accentuates its role in safeguarding the accurate and comprehensive representation of the data and content involved.

The recurrent use of “information” suggests a deliberate prioritization of handling critical data and documentation with care. This reflects the overarching objective of maintaining truthfulness, accuracy, and integrity in contract content, aimed at fostering a fair and equitable contractual environment for all stakeholders. Furthermore, consistent usage of this term underscores the importance of full comprehension and adherence to the stipulated terms and conditions, emphasizing the seriousness and binding nature of these agreements (Helberger, Loos, Guibault, Mak, & Pessers, 2013).

These results indicate that redundancy is a frequent and purposeful feature in legal contracts, serving to enhance clarity, eliminate potential ambiguities, and prevent disputes. Redundancy functions to reinforce the contract’s original intent, emphasize key responsibilities, cover diverse scenarios, improve enforceability, and facilitate comprehension. To ensure that the contractual meaning remains clear and unambiguous throughout the contract’s duration, drafters employ redundant language strategically, thereby preventing multiple interpretations. This approach also highlights critical provisions, such as confidentiality clauses, non-compete agreements, and dispute resolution procedures, ensuring all parties acknowledge their commitments and the consequences of non-compliance. Mik (2017) emphasizes that legal contracts strive to construct thorough, clear, and enforceable

documents that accurately reflect the intentions and obligations of all parties by intentionally utilizing redundancy.

4.2. Performative verbs

Table 2 presents the frequency of 62 identified performative verbs in the corpus, with the verb “used” appearing most frequently, occurring 486 times. This prominence underscores the key role that the terms and conditions, which consumers agree to via clickwrap contracts, play in governing how users utilize and subscribe to services in sectors like telecommunications, online shopping, and courier delivery.

Performative verbs are a class of verbs that do not merely describe an action but perform the action by the very act of being uttered or written. In this context, they enact contractual obligations or rights. Condoravdi and Lauer (2011) provide an influential framework for understanding performative verbs, explaining how verbs such as “order” or “promise” function as performative utterances, whereby the action is realized through the expression itself.

Table 2: The Frequency of Performative Verbs

Words	Frequency
Used	486
Provided	223
Ordered	195
Purchased	163
Agree	139
Transact	130
Accessed	84
Claimed	84
Accepted	76
Returned	74
Guarantee	68
Listed	66
Contacted	56
Processed	46
Permitted	45
Protected	45
Enforced	41
Owned	39
Cancelled	36
Confirmed	36
Posted	36
Restricted	36
Granted	36
Transmitted	35
Redeem	35
Allowed	34
Stated	33
Delivered	33
Implied	30
Arbitration	27
Operated	26
Collected	26

Obtained	26
Consulted	26
Created	24
Reviewed	23
Considered	20
Governed	20
Remove	19
Corrected	16
Credited	16
Selected	15
Imposed	15
Identified	14
Suspected	12
Prescribed	12
Deducted	7
Earned	6
Acquired	6
Extended	5
Decided	4
Proven	4
Supplemented	4
Instructed	4
Disassembled	4
Detected	3
Activated	3
Denied	3
Committed	3
Reacquired	1
Separated	1
Covenant	1
Total	2836

This linguistic analysis of performative verbs found in clickwrap contracts demonstrates that the verb “provided” plays a crucial role in emphasizing the fulfillment of services specified in contractual clauses. The language used in these agreements strongly highlights the activities that both customers and service providers are required to perform, with “provided” functioning as a performative verb that enacts these contractual obligations. Furthermore, the frequent occurrence of “provided” suggests that these contracts explicitly seek to guarantee that stipulated services are rendered according to the agreed terms, underscoring the importance of both parties upholding their responsibilities.

Overall, the data indicate that clickwrap contracts are carefully crafted to protect the rights and interests of both users and service or business providers. The contracts employ precise verbs such as “used” and “provided” to ensure that the commitments made are clear and binding. Additionally, frequently used verbs like “purchased,” “agree,” and “transact” signify the priority placed on respecting the terms and conditions and fulfilling contractual obligations. The language’s strong focus on action and commitment effectively safeguards the interests of all parties involved in the contractual relationship.

4.3. Formal Registers

To reduce the confusion and uncertainty often caused by technical legal language, the Connecticut Plain English Law (PEL) strongly recommends using clear, straightforward, everyday words that enhance reader comprehension. This approach aims to make legal documents more accessible to a wider audience, including individuals without formal legal training, thereby promoting transparency and fairness in contractual agreements.

Similarly, the Pennsylvania PEL emphasizes guidelines that favor modern, plain language instead of archaic or excessively formal terminology that can obscure meaning and increase misunderstanding. Specifically, these standards advise that:

- (a) Contracts should avoid complex legal jargon and technical phrases that are unlikely to be understood by non-specialists, with common examples including terms such as "mortgage," "warranty," and "security interest" unless these are clearly defined within the document.
- (b) The use of Latin or other foreign legal terms should be minimized or eliminated, particularly when these terms depend on obsolete or obscure meanings, because their presence can reduce clarity, create barriers to understanding, and ultimately hinder effective communication between contracting parties. By adopting these plain language principles, legal documents become more user-friendly, ensuring that all parties, regardless of their legal expertise, can fully grasp contractual rights and obligations.

Table 3: The Frequency of Formal Registers

Words	Frequency
Law	180
Transactions	130
Rights	125
Policy	99
Liability	93
Discretion	83
Legal	80
Sole	80
Agreement	72
Liable	69
Parties	67
Charged	65
Accordance	58
Dispute	52
Contract	48
Acknowledge	46
Claim	46
Warranty	43
Consent	42
Provisions	42
Page	41
Unauthorized	41

Obligations	41
Breached	38
Fraud	37
Restricted	36
Infringed	33
Amended	32
Copyright	30
Redeemed	30
Terminate	27
Prohibited	23
Waived	23
Proceedings	21
Absolute	19
Notwithstanding	19
Uninterrupted	16
Construed	15
Settlement	15
Disclosed	14
Suspected	12
Consignee	9
Laundering	6
Allegedly	6
Hereinafter	5
Hereunder	5
Proof	4
Fiduciary	3
Acquisition	2
Total	2123

The data presented in Table 3 reveal a substantial presence of formal registers throughout the corpus, highlighting the specialized and technical vocabulary typical of legal contracts. Words such as "law," "rights," "policy," and "liability" appear frequently, emphasizing the authoritative and binding character these documents must maintain. This predominant use of precise legal terminology reflects the careful attention of contract drafters to ensure that the language clearly conveys enforceability and effectively protects the legal interests and responsibilities of all parties involved in the agreement.

At the same time, this pattern signals an ongoing tension between maintaining necessary legal rigor and improving accessibility. There is increasing awareness among drafters and policymakers of the importance of balancing formality with clarity, especially to make contracts understandable for users who may lack specialized legal knowledge. Clearer language helps prevent misunderstandings, reduces disputes, and fosters trust by making terms more transparent to all parties.

Therefore, while the formal registers play a critical role in upholding the legal validity of contracts, the data suggest that more effort is needed to simplify or clarify overly complex legal jargon in online contracts. Such efforts would align with current plain language initiatives, which seek to increase transparency and enhance user-friendliness in legal communications. Adopting these principles not only benefits

consumers by making contract terms more comprehensible but also supports better compliance and more effective enforcement by reducing ambiguity.

Problem 2. Implications for plain writing standards

The Philippine bill to simplify legal documents aligns with the ASEAN Economic Community's broader agenda of promoting transparency and clarity in business contracts, emphasizing the importance of accessible legal communication across the region (Tenedero, 2015). This study examined the linguistic features of selected clickwrap contracts from the telecommunications, e-commerce, and courier sectors, drawing attention to the persistent problem of ambiguity in these legal documents. The findings highlight the ongoing challenges faced in making legal contracts clear and comprehensible to a diverse audience, particularly non-specialist users.

The research identifies a growing trend among Philippine service providers and businesses in voluntarily adopting plain writing standards. Despite the inherent complexity of structural linguistic features in clickwrap contracts, which may hinder full customer understanding of policies, rights, and responsibilities, providers are increasingly aligning their contracts with the Philippine English Language (PEL) standards designed to foster user-friendly communication. Simplifying complex legal language not only broadens contract accessibility to a wider audience but also satisfies a critical demand for clarity in both digital and traditional commercial interactions, particularly in the rapidly expanding domain of clickwrap agreements.

However, this study also underscores several constraints that merit further investigation. The practical effectiveness, feasibility, and sustainability of implementing plain language provisions in legal contracts remain subjects of debate among scholars and practitioners. While the current research provides foundational evidence on the use of plain language approaches, future studies are needed to explore their long-term impact, practical applicability across different sectors, and potential limitations. Such empirical inquiry will be instrumental in shaping more robust policies and best practices for enhancing legal document accessibility in the Philippines and similar legal environments.

Thus, the implications of this research extend beyond linguistic description to suggest a transformative shift in the conceptualization and execution of legal documents within the Philippines. Adopting plain writing standards offers Philippine service providers the opportunity to harmonize with regional and global clarity mandates and to foster a more inclusive, transparent, and trustworthy business climate. Despite challenges, the study reaffirms the vital role that plain language plays in bridging communication gaps, cultivating user trust, and ensuring that legal documents fulfill their fundamental purpose, to empower users by providing clear, straightforward, and accessible information.

5 CONCLUSIONS

This study reveals that clickwrap agreements in the Philippines predominantly feature traditional legalese, characterized by extensive use of formal registers, performative verbs, and frequent redundancy. These linguistic features fulfill critical legal functions by ensuring precision, reducing ambiguity, and reinforcing the enforceability of contracts. However, the complex legal language embedded in these contracts also creates considerable barriers for non-expert users, limiting their ability to fully comprehend the rights, responsibilities, and policies contained within.

Despite these challenges, an encouraging trend emerges among Filipino service providers and businesses toward adopting plain writing standards in clickwrap contracts. This shift reflects a growing recognition of the need for clearer, more accessible legal communication, aligned with the Philippine English Language (PEL) guidelines and international plain language movements. Simplifying contractual language promises to improve consumer understanding, foster trust, mitigate dispute risks, and promote greater inclusivity and transparency in the digital commerce environment.

Nevertheless, practical challenges remain in balancing readability with the preservation of essential legal nuances vital to contract validity and enforceability. The findings underscore ongoing debates regarding how best to implement plain language in complex legal contexts, especially where linguistic precision is paramount.

6 RECOMMENDATIONS

This research acknowledges several limitations, including its focus on a specific corpus of Philippine clickwrap contracts and reliance on corpus-based frequency and qualitative analyses without direct user comprehension testing. Future studies may incorporate experimental designs that measure actual user understanding not only of plain versus traditional legal language but also of specific linguistic features such as sentence complexity, passive versus active voice, nominalizations, and lexical density within clickwrap agreements. These studies could assess how these linguistic elements affect readability, processing speed, and user trust.

In addition, comparative cross-jurisdictional research could examine how cultural and legal differences influence the use and effectiveness of various linguistic strategies in plain language drafting. This might include analysis of modality, politeness strategies, cohesion devices, and pragmatic markers to understand how different regulatory environments shape plain language adoption and its impact on user comprehension and contract enforceability.

In sum, this study contributes original empirical insights into the linguistic landscape of Philippine clickwrap agreements and their evolving relationship with plain language principles. It lays the groundwork for further scholarly inquiry and policy development focused on balancing legal precision with accessibility, ultimately empowering consumers through clearer, more effective legal

communication. Thus, to facilitate the gradual adoption of plain language in Philippine clickwrap agreements, a strategic, phased approach is recommended:

Phase 1: Multidisciplinary Collaboration on Linguistic Standards

Establish a coalition of linguists, legal experts, policymakers, and consumer advocates to co-create plain language guidelines that address not only vocabulary but also syntactic structures, discourse coherence, and pragmatic clarity, tailored specifically to the Philippine context. This team should pilot test guidelines for cultural appropriateness and legal sufficiency

Phase 2: Public Education and Digital Literacy Enhancements

Implement educational programs focused on helping consumers recognize and navigate linguistic features commonly used in contracts (such as modal verbs indicating obligation, negation forms, and conditionals) that influence contract meaning and user obligations. Enhancing digital literacy with this targeted linguistic focus will improve users' ability to provide truly informed consent.

Phase 3: Support for Continuous Empirical Research and Linguistic Innovation

Policymakers may initiate more longitudinal research examining how modifications to linguistic structures impact user comprehension and behavior in legal settings. Research can also explore emerging linguistic trends in digital communication, such as multimedia integration and interactive language prompts, to continuously refine and expand plain language standards.

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8 REFERENCES

- [1] Afzaal, M., & Du, X. (2023). Syntactic Complexity in Translated eHealth discourse of COVID-19: A Comparable Parallel Corpus Approach. *Asia Pacific Translation and Intercultural Studies*, 1-17.
- [2] Alsina Naudi, A. (2018). Endeavours towards a plain legal language: The case of Spanish in context. *International Journal of Legal Discourse*, 3(2), 235-268.
- [3] Altun, L. (2019). A Corpus Based Study: Analysis of the Positive Reviews of Amazon. com Users. *Advances in Language and Literary Studies*, 10(1), 123-128.
- [4] Anwar, A., & Umar, H. (2023). Good Law or Bad Law? Need for General Principles on Plain Urdu Translation of Legislative Documents in Pakistan. *University of Chitral Journal of Linguistics and Literature*, 7(II), 68-82.
- [5] Assy, R. (2011). Can the law speak directly to its subjects? The limitation of plain language. *Journal of law and society*, 38(3), 376-404.
- [6] Balmford, C. (2002). Plain language: beyond a movement. In the Fourth biennial conference of the PLAIN language association, Toronto, Canada.
- [7] Barnes, W. (2023). Online Disinhibited Contracts. *Pepperdine Law Review*, Forthcoming, Texas A&M University School of Law Legal Studies Research Paper, (23-65).
- [8] Beebeejaun, A., & Gunpath, R. P. (2023). Choice of Law and Jurisdiction Uncertainties in E-contract's Commercial Governance: A Recommendation for Mauritius. In *Corporate Resilience: Risk, Sustainability and Future Crises* (pp. 129-149). Emerald Publishing Limited.
- [9] Benoliel, U., & Becher, S. I. (2019). The duty to read the unreadable. *BCL Rev.*, 60, 2255.
- [10] Bivins, P. (2008). Implementing Plain Language Into Legal Documents: The Technical Communicator's Role.
- [11] Crina, H., & Teodora, P. (2013). Developing Business Students' Linguistic and Intercultural Competence through the Understanding of Business Metaphors. *Procedia - Social and Behavioral Sciences*, 10(93), 1080–1084. <https://doi.org/10.1016/j.sbspro.2013.09.334>
- [12] Condoravdi, C., & Lauer, S. (2011). Performative verbs and performative acts. In *Proceedings of Sinn und Bedeutung* (Vol. 15, pp. 149-164).
- [13] Daiza, H. (2017). Wrap Contracts: How They Can Work Better for Businesses and Consumers. *Cal. WL Rev.*, 54, 201.
- [14] Dontcheva-Navrátilová, M. O., & Dämovä, P. (2007). The Language of Law: A Stylistic Analysis with a Focus on Lexical (Binomial) Expressions.
- [15] Garwood, K. C. (2014). Plain, but not simple: Plain language research with readers, writers, and texts.
- [16] Grieshofer née Tkacukova, T., Gee, M., & Morton, R. (2021). The journey to comprehensibility: Court forms as the first barrier to accessing justice. *International Journal for the Semiotics of Law-Revue internationale de Sémiotique juridique*, 1-27.
- [17] Golban, A. (2023). E-commerce and e-contracts: challenges, risks and opportunities in the cross-border markets. *Scientific papers. Series "Management, Economic Engineering in Agriculture and Rural Development"*, 263-271.
- [18] Halliday, M. A. K. (1978). *Language as Social Semiotic: The Social Interpretation of Language and Meaning*. Edward Arnold.

- [19] Halliday, M. A. K. (1985). *An Introduction to Functional Grammar*. London, Arnold. Halliday,
- [20] M. A. K., & Ruqaiya, H. (1985). *Language, Context and Text: Aspects of Language in Social-Semiotic Perspective*. Geelong, Vic: Deakin University Press.
- [21] Halliday, M. A. K. et al. (1964). *The Linguistic Sciences and Language Teaching*. *Modern Language Review*, 62(1), 106.
- [22] Helberger, N., Loos, M. B., Guibault, L., Mak, C., & Pessers, L. (2013). Digital content contracts for consumers. *Journal of Consumer Policy*, 37-57.
- [23] Hlebec, B. (2015). Lexical definitions of some performative verbs. *Studia Anglica Posnaniensia*, 50(1), 27-44.
- [24] Jones, N., McDavid, J., Derthick, K., Dowell, R., & Spyridakis, J. (2012). Plain language in environmental policy documents: An assessment of reader comprehension and perceptions. *Journal of technical writing and communication*, 42(4), 331-371.
- [25] Katsh, E., & Rabinovich-Einy, O. (2017). *Digital justice: technology and the internet of disputes*. Oxford University Press.
- [26] Kim, N. S. (2019). Digital Contracts. *The Business Lawyer*, 75(1), 1683-1694. Kim, N. S. (2013). *Wrap contracts: Foundations and ramifications*. OUP US.
- [27] Knapp, C. L., Crystal, N. M., Prince, H. G., Hart, D. K., & Silverstein, J. M. (2023). *Problems in Contract Law: cases and materials*. Aspen Publishing.
- [28] Lin, X., Afzaal, M., & Aldayel, H. S. (2023). Syntactic complexity in legal translated texts and the use of plain English: a corpus-based study. *Humanities and Social Sciences Communications*, 10(1), 1-9.
- [29] Lundell, L. (2015). Copyright and social media: A legal analysis of terms for use of photo-sharing sites.
- [30] Marcelo Torres, P., Veríssimo Lisboa, J., & M. Yasin, M. (2014). E-commerce strategies and corporate performance: an empirical investigation. *Competitiveness Review*, 24(5), 463-481.
- [31] Mik, E. (2017). Smart contracts: terminology, technical limitations, and real-world complexity. *Law, innovation and technology*, 9(2), 269-300.
- [32] Mouritsen, S. C. (2019). *Contract Interpretation with Corpus Linguistics*.
- [33] Wash. L. Rev., 94, 1337. Moran, E. (2023). Plain legal language campaigns. In *Research Handbook on Jurilinguistics* (pp. 222-237). Edward Elgar Publishing.
- [34] Plag, I. (2018). *Word-formation in English*. Cambridge University Press.
- [35] Plaut, V. C., & Bartlett III, R. P. (2012). Blind consent? A social psychological investigation of non-readership of click-through agreements. *Law and human behavior*, 36(4), 293.
- [36] Polunina, M. (2020). "Click-Wrap Agreements for Computer Programs Distributed in the Internet." *Juridical science and practice* 16, no. 2 (2020): 67.
- [37] Rossetti, A., Cadwell, P., & O'Brien, S. (2020, July). "The terms and conditions came back to bite": Plain language and online financial content for older adults. In *International Conference on Human-Computer Interaction* (pp. 699-711). Cham: Springer International Publishing.
- [38] Shrivastava, S. A. (2016). The enforceability of electronic click-wrap and browwrap agreements. *NLIUL. Rev.*, 6, 98.
- [39] Shuy, R. W. (2008). *Fighting over words: Language and civil law cases*. Oxford University Press.
- [40] Smoot, E. (2023). Pic-Wrap: A Picture Is Worth a Thousand Terms in Online Contracting. *S. Ill. ULJ*, 48, 303.
- [41] Stazi, A., & Stazi, A. (2021). Contract and technology from automatic to telematic contracts. *Smart Contracts and Comparative Law: A Western Perspective*, 3-28.
- [42] Stolle, D. P. (1998). A social scientific look at the effects and effectiveness of plain language contract drafting. The University of Nebraska-Lincoln.
- [43] Tenedero, P. P. (2015). Linguistic analysis of trading agreements: Insights for plain writing in Philippine contracts. *Philippine Journal of Linguistics*.
- [44] Torevasei, Cynthia. *The Protection of Consumers in Browse Wrap and Click Wrap Contracts*. University of Johannesburg (South Africa), 2019.
- [45] Whaley, D. J., & Horton, D. (2023). *Cases, Problems, and Materials on Contracts*. Aspen Publishing.
- [46] Zaharia, A.M. (2009). A comparative analysis of European V and British legal texts: Directives vs. statutes. *Revistas Tinerilor Economisti/ The Young Economists Journal*, 7, 144-147
- [47] Zhang, G. (2014). A comparative analysis of lexical features of contract English. *International Journal on Studies in English Language and Literature*, 2(9), 56-64.