

NOTICE: SLIP OPINION
(not the court's final written decision)

The opinion that begins on the next page is a slip opinion. Slip opinions are the written opinions that are originally filed by the court.

A slip opinion is not necessarily the court's final written decision. Slip opinions can be changed by subsequent court orders. For example, a court may issue an order making substantive changes to a slip opinion or publishing for precedential purposes a previously "unpublished" opinion. Additionally, nonsubstantive edits (for style, grammar, citation, format, punctuation, etc.) are made before the opinions that have precedential value are published in the official reports of court decisions: the Washington Reports 2d and the Washington Appellate Reports. An opinion in the official reports replaces the slip opinion as the official opinion of the court.

The slip opinion that begins on the next page is for a published opinion, and it has since been revised for publication in the printed official reports. The official text of the court's opinion is found in the advance sheets and the bound volumes of the official reports. Also, an electronic version (intended to mirror the language found in the official reports) of the revised opinion can be found, free of charge, at this website: <https://www.lexisnexis.com/clients/wareports>.

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IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

CULINARY VENTURES, LTD, d/b/a
BITEMOJO,

Appellant,

v.

MICROSOFT CORPORATION,

Respondent.

No. 83486-0-I

DIVISION ONE

PUBLISHED OPINION

CHUNG, J. — Culinary Ventures d/b/a Bitemojo, the creator of a smartphone application for self-guided food tours, entered into a subscription agreement with Microsoft Ireland for its Azure online cloud-based data storage services. The agreement included a forum selection clause specifying that if it brought an action to enforce the agreement, Bitemojo would bring such an action in Ireland. At Bitemojo’s request, Azure twice suspended Bitemojo’s account, as well as the required payments. Thereafter, Azure deleted Bitemojo’s data. Subsequently, Bitemojo sued Microsoft Corporation in King County for promissory estoppel, breach of contract, conversion, and violation of the Washington Consumer Protection Act (CPA), chapter 19.86 RCW. The trial court granted Microsoft Corporation’s CR 12(b)(3) motion to dismiss for improper venue based on the agreement’s forum selection clause.