Terms of use eXposure App/ Site

**PREAMBLE**

eXposure Technologies, a Canadian company, whose registered head office is located at 1560, Vernon Street, B3M 3M7 Halifax (hereafter known as **“eXposure”**) operates the website hosted at www.exposuretechnologies.com, (hereafter known as the **“Site”**), and the iOS App eXposure, (hereafter known as the “App”).

You may use the Site if you represent a commercial entity (company, organization, association) or if you are an individual who wants to use the site in order to create and to organize a photo contest (hereafter known as the **“Photo Contest”**). Such commercial entity/individual is referred to herein as the **“Organizer”**.

You may use the App if you are an individual for your personal, non commercial use. Such individual is referred to herein as the **“Visitor”**. You may also use the App if you are an individual who wants to participate in a Photo Contest. Such individual is referred to herein as the **“Participant”**.

The term “User” refers to Visitor and to Participant collectively.

Please carefully read these terms of use (hereafter known as the **"Terms of Use eXposure App/ Site"**). If you refuse to be bound by these Terms of Use eXposur App/ Site, you must leave the App/Site.

**1. ACCEPTANCE OF TERMS OF USE**

By using the App/ Site, you expressly agree to be bound by these Terms of Use eXposure app/ site, in their entirety and without exception, whether you are a User or an Organizer.

By participating in a Photo Contest, the Participant agrees to be bound by these Terms of Use eXposure App/ Site and by the Photo Contest Rules (as defined hereafter), in their entirety and without exception.

By using the Site, the Organizer agrees to be bound by these Terms of Use eXposire App/ Site and by the Terms of Use eXposure Site, in their entirety and without exception.

These Terms of Use eXposure App/ Site constitute the entirety of the agreement between the User and eXposure in respect to the use of the Site.

These Terms of Use eXposure App and all Photo Contest Rules constitute the entirety of the agreement between the Participant and eXposure in respect to its participation in a Photo Contest.

These Terms of Use eXposure App/ Site and all Terms of Use eXposure Site constitute the entirety of the agreement between the Organizer and eXposure in respect to the use of the eXposure Site.

If there is an inconsistency or conflict between a term in the main body of these Terms of Use eXposure App/ Site, Terms of Use eXposure Site, or Photo Contest Rules, the following order of precedence shall apply:

* firstly, Terms of Use eXposure App/ Site;
* secondly, the Terms of Use eXposure Site; and
* thirdly, the Photo Contest Rules.

**2. PURPOSE**

These Terms of Use eXposure App/ Site are intended to define the terms and conditions under which User and Organizer agree to use the Site.

**3. MODIFICATION OF TERMS OF USE**

eXposure reserves the right to modify or to amend these Terms of Use eXposure App/ Site, at any time, without giving the User/Organizer any prior notice. Such modifications shall be effective immediately upon posting of the modification on the Site.

The actual Terms of Use eXposure App/ Site will always be published on the App/ Site.

The User’s/Organizer’s continued use of the App/ Site after eXposure has posted an updated version of the Terms of Use eXposure App/ Site implies the User’s/Organizer’s consent to the Terms of Use as modified or amended.

Consequently, it is important that the User/Organizer regularly reads these Terms of Use eXposure Site to ensure that they are fully aware of any changes that may be made to them.

**4. ACCOUNT CREATION**

Before using the App/ Site, the User/Organizer has to create an account on the App/ Site (hereafter known as the **“Account”**). The creation of the Account includes a username and a password (hereafter known as the **“Login Details”**) to access the User’s/Organizer’s platform.

To create an Account, the User/Organizer shall also indicate its its e-mail address.

The User/Organizer is fully liable for keeping the Login Details secret. The User/Organizer agrees not to use the Account or the Login Details of another person at any time, nor to disclose his Login Details to a third party.

The User/Organizer is solely liable for any use of his Account by himself or by any third party. eXposure cannot be held liable for any misuse or fraudulent use of the User’s/Organizer’s Login Details.

**5. AUTHORITY**

By using the Site, the User/Organizer warrants and guarantees that: (i) any information he provides when subscribing to the Site is true and correct, and (ii) User/Organizer use of the Site does not contravene any laws or regulations in force.

**6. TECHNICAL CONFIGURATION**

By using the Site, the User/Organizer acknowledges having the technical resources and abilities required for accessing to the App/ Site and using the App/ Site.

**7. ABOUT THE PHOTO CONTEST**

The Site hosts Photo Contests created by the Organizer.

**7.1 About the Organizer of the Photo Contest**

The Organizer of a Photo Contest assumes all liabilities regarding the Photo Contest created by him. eXposire is merely the owner of the Site that enables the Organizer to create and to organize a Photo Contest.

**7.2 About the Photo Contest Rules**

For each Photo Contest with prizes, the Organizer shall create a specific Photo Contest Rules (hereafter known as the **“Photo Contest Rules”**).

The Participant expressly agrees to read such rules, comply with them and only participate in such contests under and pursuant to the terms thereof.

Participant shall be able to obtain, at any moment, a copy of a Photo Contest Rules free of charge.

The Photo Contest Rules are available online, for free, and can be read by each Participant, at any time, and before the starting date of each Photo Contest. However, the Organizer shall procure that any costs or expenses incurred by any Participant in order to obtain a copy of the Photo Contest Rules shall be fully reimbursed at such Participant at first request.

**7.3 Photo specification**

The specifications of the photos for each Photo Contest are decided by the Organizer and are indicated in the Photo Contest Rules.

The Organizer reserves the right to reject uploaded photos and shall be solely liable for the contents of uploaded photos. eXposure cannot be held liable for the rejection of a photo decided by the Organizer.

**7.4 Theme**

The theme of each Photo Contest is decided by the Organizer and is indicated in the Photo Contest Rules.

**7.5 Winner selection criteria**

Winner’s selection criteria are indicated by the Organizer in each Photo Contest Rules.

For each Photo Contest, winners are chosen on the basis of the merits of their photos, and never on a random basis.

In case of *ex aequo* (equal votes), the winner will be the Participant who first submitted or downloaded his photo.

**7.6 Voting**

Photo Contest winners are chosen by visitors of the Site or/and by jury. Choice of the winner’s voting criteria are indicated by the Organizer in the Photo Contest Rules.

**7.7 Prizes**

Photo Contest winners receive money or some other prize. The prizes are indicated by the Organizer in the Photo Contest Rules. Photo Contest Rules shall contain an inventory of prizes/lots, indicating for each of them, their nature, their number and their commercial value.

Some Photo Contests may be organized without any prizes/lots. In this case, Photo Contest Rules shall expressly provide that the Participant to such contest shall not receive any prizes/lots.

**8. USER CONTENT**

On some part of the App, the User may be allowed to post, to share, to transmit, to make available, to download photos (hereafter referred as to **“Publish”**) or to provide comments for others to see (collectively, hereafter referred as the **“Content”**). In other part of the App.

If the User Publishes the Content, the User guarantees, represents and warrants to eXposure that:

* The User has legal rights to Publish such Content and he will not violate any law or the rights of any person;
* The User is entirely liable for all Contents that the User Publishes by and/or through the Site.

**FOR ALL CONTENT, INCLUDING ALL INFORMATION AND MATERIALS OF ANY KIND, INCLUDING GRAPHICS, SOUNDS, TEXT, OR OTHERWISE PUBLISHED OR PROVIDED BY ANY USER ON THE SITE, THE USER/ORGANIZER UNDERSTANDS THAT EXPOSURE IS NOT LIABLE FOR THE TRUTH, COMPLETENESS, OBJECTIVITY OR USEFULNESS OF SUCH CONTENT.**

**THE USER EXPRESSLY AGREES THAT (I) EXPOSURE DO NOT ENDORSE ANY CONTENT, (II) EXPOSURE DO NOT VERIFY THE IDENTITY OF PEOPLE USING THE SITE, (III) AND EXPOSURE DO NOT SCREEN, MONITOR, EDIT OR REVIEW ANY CONTENT AT ANY TIME.**

eXposure can also suspend or terminate use of the Site by anyone who does not follow these Terms of User eXposire App/ Site.

Nevertheless, because eXposure do not prescreen Content, the User understands that by using the App, the User may be exposed to Content that is offensive or objectionable.

The User may remove his Content from the App at any time. If the User chooses to remove his Content, the Licence (as defined below) will automatically expire. Notwithstanding the expiration of the License, the User permits eXposure to keep copies of the removed Content. eXposure claims no right of title to the Content.

**9. CONTENT SHARING AND CONFIDENTIALITY**

**9.1 Photo sharing and confidentiality**

* Case 3: public: All Users and all Users’ contacts can see the photo.

**9.2 Comments sharing**

Some of the App’s functions make it possible to share comments. Since these are public areas, please do not forget that any information disclosed becomes public information.

That is why the User should be extremely cautious when disclosing his personal information. eXposure is not liable for uses made by others of the information provided by each User.

**10. GOOD USER CONDUCT**

The User guarantees eXposure that no photo or Content Published by him on or through the App/ Photo Contest infringes any User rights, any third party rights and any applicable law and regulation in force.

The User/Organizer agrees not to use the App or the Site to:

* organize a Photo Contest under conditions contrary to any applicable laws and regulations and these Terms of Use eXposure Site;
* extract or collect e-mail addresses or other information on other Users of the Site by any means, electronic or other, for the purpose of sending out unsolicited e-mails or other communications;
* use the App/ Site unlawfully or under conditions that could damage, deactivate, overload or alter the Site/Contest Tool;
* publish on the App/Photo Contest or allow Participants to publish on the Photo Contest any content or any photo (**i**) that do not meet the conditions set forth in the Terms of Use eXposure App/ Site; (**ii**) that do not comply with the App/ Site policies; (**iii**) that is pornographic, racist, anti-Semitic, discriminatory, paedophiliac, racial, vulgar, obscene, fraudulent, illegal, injurious, defamatory, (**iv**) that encourages violence or criminal acts, (**v**) that infringes third party rights or violate local, domestic or international laws or regulations, (**vi**) that shows dead animals or people, blood or blood imitation, or similar contents, (**vii**) or that is in any other way reprehensible as determined in the sole and absolute discretion of eXposure.
* Publish photos that are not exclusively private photos originally created by the Users;
* Usurp the identity of another person or entity or falsify or conceal his identity, age or affiliation with a person or entity;
* Publish any personal data on a User or third party such as addresses, telephone numbers, e-mail addresses or bank card numbers;
* Publish any Content or element containing computer viruses or any computer code, file or program designed to prevent, destroy or limit the functionality of software, computer equipment or telecommunications;
* Publish information that could cause or create a risk of breaching the confidentiality of any person or entity or harm to any person or entity;
* make or encourage unlawful or unauthorised copies of Users or third party photos protected by copyright ;
* carry out commercial and/or sales activities without the prior written consent of eXposure.

**11. INTELLECTUAL PROPERTY**

**11.1 Use of documents made available by eXposure on the App**

Including without limitation, all information, Content, Photo Contest, file images, software, logos, icons, texts, trademarks and materials made available to the User/Organizer (hereafter known as the **“Documents”**) are protected by intellectual and industrial property rights and belong to eXposure and/or its assigns.

eXposure grants no license or authorisation to any User/Organizer to exploit the Documents made available to him/her on the Site and protected by copyright or any other intellectual property right.

Furthermore, none of the Documents may be copied, reproduced, distributed, republished, downloaded, displayed, disseminated or transmitted in any form whatsoever or by any means whatsoever, including, without limitation, electronic or mechanical means, photocopying or recording, without the prior written authorisation of eXposure or of the holder of the rights. The User/Organizer shall bear the consequences of any fraudulent use of the Documents, and in particular any convictions and expenses resulting from claims brought by third parties.

**11.2 Copyright relating to the Content**

The App and the Site have functions that enable the User to Publish the Content on the App for public presentation or for participating in a Photo Contest. eXposure does not claim copyright over elements of the Content.

However, in order to make the Content available on the App/Photo Contest, the User grants to eXposure a permanent, non-exclusive, worldwide, non-cancellable, irrevocable and perpetual license (hereafter referred as the **“Licence”**) to utilize, reproduce, create works derived from the Content, distribute, execute in public, share, utilise the Content in any other way and Publish the Content in any media now or hereafter known, in order to promote the App/Photo Contest.

By submitting Content to the App/Photo Contest, the User declares to and guarantees eXposure that (**i**) he/she owns each Content Published on the App/Photo Contest or an irrevocable, perpetual, transferable and non-exclusive Licence to use, reproduce and distribute the Content, (**ii**) no Content Published on the Site/Photo Contest infringes any third party’s intellectual property rights, copyrights, trademarks, moral rights, rights of privacy/publicity or personal rights, and (**iii**) no other person or entity has any right, title, claim or interest in this Content.

The User undertakes to indemnify eXposure against any third-party action invoking a violation of their rights.

The User guarantees eXposure that he has the written consent, release and/or permission of each and every identifiable individual in the Content to use the name or likeness of each and every such identifiable individual to enable inclusion and use of the Content in the manner contemplated by the Site and these Terms of User eXposure App.

Each Participant authorizes eXposure to use and to Publish the following information on the Participant - winner’s name, postcode, city and country, and earnings, in any media, without limitation and without giving them compensation, right or any benefit other than the allocation of their prizes.

**11.3 Violation of intellectual property rights**

If the User believes that his/her copyright has been violated or that Content prohibited in any way is available through the App/Photo Contest, he/she shall contact eXposure’s representative as soon as he/she becomes aware of it in order to present a notice of claim or of violation of copyright.

All correspondence shall be sent to the eXposure representative at the following e-mail address: [exposuretech@gmail.com](mailto:exposuretech@gmail.com)

In all cases, the User shall provide the following information to the representative:

* Detailed identification of the offending Content on the App/Photo Contest;
* The User’s personal information and e-mail address;
* A declaration on honour in which the User declares that the use is not authorised by the owner, his/her representative or by law, and evidence of the unlawful nature of the Content;
* Any information that may help eXposure determine that intellectual property rights are being violated.

The User may contact eXposure in the case of complaints relating to distributed Content that he/she assumes to be an infringement. Upon receiving the complaint, eXposure may delete the Content or deactivate access to it. If eXposure believes in good faith that the distributed Content violates any applicable law, it will delete or deactivate access to this Content and will notify the distributing party that the Content has been blocked or deleted. In addition, eXposure may terminate the Account of the User who appears to be the one who put the prohibited Content online.

**12. COMPLIANCE WITH LAW**

The User/Organizer shall comply with all laws concerning any Content, Photo Contest, product or download/upload associated with the App/Site and in particular with all applicable laws relating to the transmission of technical data through the services available from the App/Site.

**13. THIRD PARTY CONTENT**

The Site contains links to other websites (hereafter referred as the **“Third Party Sites”**) as well as to articles, photo, text, images, information, applications, software and other contents or elements belonging to third parties or distributed by them (hereafter referred as the **“Third Party Content"**). It is specified in this respect that:

* Except as otherwise prohibited in these Terms of Use eXposure App/ Site, the uploading of links to a Third Party Site or Third Party Content is not subject to eXposure approval.
* eXposure does not guarantee the accuracy of Third Party Sites or Third Party Content.
* eXposure is not liable for Third Party Sites accessible from the Site, or Third Party Content Published, installed or made available on the Site.
* eXposure is not liable for the contents, accuracy, offensive nature, opinions, reliability or practices relating to respect for privacy and other practices of Third Party Sites or Third Pary Content.
* Accessing Third Party Sites from the Site, or using Third Party Content, is done at your own risk and expense.

**14. COOKIES**

Cookies record certain kinds of information stored on the User’s/Organizer’s hard disk. In no case do cookies contain confidential information.

If the User/Organizer does not wish to activate cookies, eXposure is unable to guarantee the proper functioning of the Site/Photo Contest.

**15. GUARANTEES**

**THE USER/ORGANIZER ACKNOWLEDGES AND EXPRESSLY ACCEPTS THAT EXPOSURE PERFORMS ITS CONTRACTUAL OBLIGATIONS WITH ALL POSSIBLE CARE CUSTOMARY FOR ITS PROFESSION AS PART OF A GENERAL OBLIGATION OF MEANS. AS THIS IS A COMPUTER SERVICE PROVIDED VIA THE INTERNET, THE USER/ORGANIZER IS INFORMED THAT, WITH CURRENT TECHNOLOGY, THE PROPER FUNCTIONING OF THE SITE/PHOTO CONTEST DEPENDS ON FACTORS THAT ARE NOT ENTIRELY UNDER EXPOSURE’S CONTROL.**

**EXPOSURE IS NOT LIABLE FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, DELETIONS, DELAYS IN OPERATION OR TRANSMISSION, THEFTS OR DESTRUCTIONS OR UNAUTHORIZED ACCESSES, OR ANY ALTERATIONS OF COMMUNICATIONS WITH ANY USER/ORGANIZER.**

**DUE TO THE TECHNICAL UNCERTAINTIES OF THE INTERNET AND THE POLICIES OF TECHNICAL CONTRACTORS, EXPOSURE RESERVES THE RIGHT TO TEMPORARILY SUSPEND THE USE OF THE SITE AND/OR THE CONTEST TOOL AND/OR ANY PHOTO CONTEST FOR TECHNICAL REASONS OR MAINTENANCE. SUCH SUSPENSION OF SERVICES DOES NOT CONFER ANY RIGHT TO COMPENSATION TO THE USER/ORGANIZER. EXPOSURE SHALL USE ITS BEST EFFORTS TO LIMIT THESE INTERRUPTIONS. THE USER/ORGANIZER AGREES NOT TO HOLD EXPOSURE LIABLE FOR ANY OF THE CONSEQUENCES OF SUCH SUSPENSION OR INTERRUPTION.**

**ALL MATERIALS DOWNLOADED OR OBTAINED IN ANY OTHER WAY DURING THE USE OF THE SITE/PHOTO CONTEST ARE UNDER THE FULL AND COMPLETE LIABILITY OF THE USER/ORGANIZER. THE USER/ORGANIZER IS SOLELY LIABLE FOR ANY DAMAGE SUFFERED BY HIS/HER COMPUTER OR ANY LOSS OF DATA FOLLOWING THE DOWNLOADING OF THESE MATERIALS.**

**THE USER/ORGANIZER UNDERTAKES TO GUARANTEE AND INDEMNIFY EXPOSURE (AND ITS SISTER COMPANIES OR AFFILIATES, ITS REPRESENTATIVES, ITS EMPLOYEES, ITS PARTNERS) AGAINST ANY DAMAGE, COMPLAINT OR DEMAND FROM THIRD PARTIES FOLLOWING (I) THE SENDING, DISTRIBUTION, USE OR TRANSMISSION OF CONTENT ON THE SITE/PHOTO CONTEST, (II) USE OF THE SITE/PHOTO CONTEST, (III) VIOLATION OF THE TERMS OF USER EXPOSURE APP/ SITE, OR (IV) INFRINGEMENT OF OTHERS’ RIGHTS.**

**The User/Organizer undertakes to use the App/Site/Photo Contest for purposes conforming to public order, to good morals and to third-party rights.**

**The User/Organizer undertakes not to disturb the use that other Users/Organizers might make of the App/Site/Photo Contest, not to access third-party user accounts, and not to access those parts of the Site to which access is reserved.**

**The User/Organizer undertakes not to commit any act that may jeopardize eXposure’s computer security or that of other Users/Organizers.**

**The User/Organizer undertakes not to interfere or interrupt the App/Site’s normal operation.**

**The User/Organizer undertakes not to commit any act for commercial, political or publicity reasons, and any form of commercial solicitation and in particular the sending of unsolicited e-mails.**

**The User/Organizer undertakes not to collect, utilize or process any of the personal data of other Users/Organizers.**

**16. INDEMNITIES**

**THE USER SHALL INDEMNIFY, DEFEND AND PROTECT EXPOSURE, ITS SHAREHOLDERS, AFFILIATES, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND AGENTS AGAINST ANY TRIAL, LOSS, DISPUTE, CLAIM AND LIABILITY, FOR ALL COSTS (INCLUDING ATTORNEYS' FEES) THAT IT MAY BEAR OR CONTRACT IN THE WAKE OF (I) HIS/HER USE OF THE SITE/PHOTO CONTEST OR OF ANY SOFTWARE AVAILABLE ON THE SITE OR DOWNLOADABLE FROM THE SITE, (II) ANY FAILURE TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS, (III) ANY CONTENT PROVIDED ON THE SITE/PHOTO CONTEST, (IV) ANY USE OF THE CONTENT AVAILABLE ON THE SITE/PHOTO CONTEST OR THROUGH THE SITE/PHOTO CONTEST, (V) ANY BREACH OF ONE OF THE GUARANTEES OR OBLIGATIONS INDICATED HEREIN, (VI) ANY LOSS SUFFERED BY ANY PERSON OR ASSET OR ANY PREJUDICE CAUSED TO ANY PERSON OR ASSET IN ANY WAY WHATSOEVER INVOLVING IN WHOLE OR IN PART THE USE OR CAUSED BY THE USE IN WHOLE OR IN PART OF THE SITE/PHOTO CONTEST, PRODUCT OR DOWNLOAD ASSOCIATED WITH THE SITE.**

**17. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL EXPOSURE BE HELD LIABLE FOR ANY DAMAGE CAUSED TO THE USER/ORGANIZER, DIRECTLY OR INDIRECTLY, OR TO ANY THIRD PARTY THROUGH THE USER’S/ORGANIZER’S ACTION.**

**UNDER NO CIRCUMSTANCES MAY EXPOSURE OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES BE HELD LIABLE FOR ANY INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS, LOSS OF DATA OR LOSS OF BUSINESS OPPORTUNITIES RESULTING FROM THE USE OF THE SITE, THE USE OF THE CONTEST TOOL, ANY CONTENT OR OTHER ELEMENTS ACCESSIBLE FROM OR DOWNLOADED FROM THE SITE, EVEN IF EXPOSURE WAS AWARE OF, OR HAD BEEN INFORMED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGE.**

**18. CANCELLATION**

**EXPOSURE RESERVES THE RIGHT, AT ANY TIME, AT ITS SOLE DISCRETION, (I) TO TERMINATE THE USER’S/ORGANIZER’S ONLINE ACCOUNT, (II) TO DELETE ANY CONTENT STORED ON ITS ACCOUNT OR ON THE SITE, (III) TO CANCEL THE USER’S/ORGANIZER’S LOGIN DETAILS (IV) TO SUSPEND OR TO CANCEL THE PHOTO CONTEST, (V) TO SUSPEND OR TO INTERRUPT USER’S/ORGANIZER’S ACCESS TO ALL OR PART OF THE SITE/CONTEST TOOL, WITH OR WITHOUT PRIOR NOTICE OR EXPLANATION, AND WITHOUT INCURRING ANY LIABILITY IN THIS RESPECT. THE USER/ORGANIZER IS SOLELY LIABLE FOR THE CREATION OF BACKUP AND REPLACEMENT COPIES OF THE CONTENT PUBLISHED ON THE SITE/PHOTO CONTEST AND EXPOSURE SHALL NOT BE LIABLE FOR ANY COSTS ASSOCIATED THEREWITH.**

**19. CORRECTION, UPDATE OR REMOVAL OF INFORMATION**

The User/Organizer has a right of access, modification, rectification and removal of data concerning him. The User/Organizer may therefore, at any time, modify or remove, fully or partially, his personal data, by connecting to his Account and accessing the “remove account” function. The User/Organizer can also modify or remove his personal data by sending a letter to the following address: eXposure, 1560, Vernon Street, (B3M 3M7) Halifax Canada, and/or an e-mail to exposuretech@gmail.com.

The User/Organizer should include in any such communication his Login Details, a photocopy of his government issued photo identification, as well as details about the changes and/or removals he wishes to make.

**20. PRIVACY POLICY**

eXposure respects the privacy of its Users. Click here to display the eXposure Privacy Policy. By using the App/Site, you accept that your personal data may be transferred to and processed in other countries.

**21. SEVERABILITY**

If one of the stipulations of these Terms of Use eXposure App/Site is void, non-enforceable or becomes null and void, this shall not affect the other stipulations, which shall remain in full force and effect.

**22. DISPUTES**

These Terms of Use eXposure App/ Site shall be governed by, and construed in accordance with, French Law.

Any dispute arising from, or in connection with, these Terms of Use eXposure App/ Site, shall be submitted to the exclusive jurisdiction of the Canadian courts in Halifax, Canada.