

GENERAL TERMS AND CONDITIONS FOR DISTANCE SELLING

Preamble

Christian Dior Couture Canada Inc. (hereinafter "**Christian Dior Couture**") and its affiliates create, design and distribute worldwide haute couture and ready-to-wear items, fashion accessories, shoes, leather goods, luxury jewelry for both men and women, home décor and design items, in particular those bearing Christian Dior Couture labels, such as: Christian Dior, Dior, Baby Dior, CD (together, the "**Christian Dior Couture Items**").

In order to better meet the expectations of its customers, in addition to the boutiques it operates and its selective distribution **network**, Christian Dior Couture has set up a phone service system and an electronic (Internet) system for the distance selling of a selection of Christian Dior Couture Items (hereinafter the "**Item(s)**").

These general terms and conditions of sale for distance selling are those of Christian Dior Couture Canada Inc., a corporation incorporated and registered in the Canadian province of Ontario under no. 2429547 and whose mailing and business address is 2002-365 Bloor Street East, Toronto, Ontario, M4W 3L4, Canada - Telephone: +1 833 648 0778; Email address: contactdiorca@dior.com.

Article 1 - Scope and Acceptance of the General Terms and Conditions of Sale

These general terms and conditions of sale are applicable to contracts incorporating them by reference and resulting from orders for purchases of Items (hereinafter "**Contract(s)**") concluded at a distance:

- 1) by phone via the customer service department set up by Christian Dior Couture, accessible via the number referred to in Article 2.1 below (hereinafter "**Customer Service**"); or
- 2) via the Christian Dior Couture website identified by the web address "www.dior.com/en_ca" (hereinafter the "**Site**").

The Items are intended to be sold exclusively to end buyers who are natural persons, acting exclusively for their personal needs and not directly related to a commercial activity, excluding any merchants who obtain goods or services for the purposes of their businesses, resellers or intermediaries acting on behalf of resellers (hereinafter the "**Customer(s)**" or "**you**"). Therefore, the Customer affirms that he/she is acting as a consumer and that he/she does not intend to resell the Items for commercial purposes. He/she also certifies that he/she has the legal capacity to enter into the commitments provided for in these general terms and conditions of sale.

Christian Dior Couture may, at any time, update and modify the general terms and conditions of sale. The conditions applicable to the sale of an Item by a Customer are those in effect at the time of the conclusion of the Contract. With each purchase of an Item on the Site, you will be asked to indicate your acceptance of the general terms and conditions of sale in effect by ticking the box "I accept Christian Dior Couture's general terms and conditions of sale". They will be available for viewing before and when you are asked to confirm them.

Article 2 - Ordering Information

2.1 Orders placed by Phone with Customer Service

Orders by phone may be placed with Customer Service at +1 833 648 0778, Monday to Saturday from 10:00 a.m. to 10:00 p.m. (ET) and on Sunday from 11:00 a.m. to 7:00 p.m. (ET), except public holidays.

Once the Customer's bank has debited the Customer's bank account, the order shall be directly forwarded to the Christian Dior Couture department responsible for preparing the order.

Any order placed in this context is binding on the Customer.

2.2 Orders placed by Internet on the Site

Orders placed on the Site are subject to strict compliance with the procedures described below.

Special orders (excluding personalization) cannot be placed on the Site; Christian Dior Couture invites its Customers wishing to order special items to visit a boutique to place their order.

2.2.1 Customer's Selection of Items

On the Site, the Customer selects, enters and validates the identification and quantity of the Items that he/she wishes to order; said Items are added to the Customer's virtual "Shopping Bag".

The Customer may freely modify the contents of his/her "Shopping Bag", delete an initially selected Item, modify the quantities ordered or alternatively add an Item by clicking on the corresponding elements within the "Shopping Bag".

2.2.2 Identification

Once the Customer has completed his/her selection and wishes to validate the contents of the "Shopping Bag", the Customer may either:

- log in to his/her Customer account (hereinafter the "Account"), or
- continue as a "guest".

The Customer may also log in before selecting any Items.

If the Customer already has an Account, the Customer must log in with the email address and password associated with the relevant Account. If the Customer does not yet have an Account, the Customer may create one by entering his/her name, street address, email address, and telephone number when placing the order. The Customer's Account will be live once confirmed by Christian Dior Couture via a confirmation email.

The Customer cannot change the address once an order has been placed. The Customer must place another order with the new address.

For further information on how Customers' personal information is processed, please see our Privacy Policy.

The login and password are strictly personal. The Customer therefore agrees to keep them secure and not disclose them to a third party. The Customer also agrees to inform Christian Dior Couture immediately in the event of the loss or theft of login and/or password or any fraudulent use of the Account. Christian Dior Couture cannot be held liable for any direct or indirect damage caused by fraudulent access to the Account or to the Site, or for the inability to access the Account or the Site.

2.2.3 Validation of the Order

The Customer must also validate the delivery method and complete the information necessary for the proper dispatch of the order.

The Customer may use his/her delivery address as the billing address or enter another one. The Customer will then be asked to choose a payment method and complete the necessary information.

Once this information has been duly entered and validated, the price of the Items (as defined in Article 5 below), the tax amount and any shipping costs shall automatically be displayed.

Before the Customer validates his/her order placed on the Site or with Customer Service, Christian Dior Couture will disclose and bring expressly to the Customer's attention (orally or in writing, including as part of these general terms and conditions of sale for some of the elements) the following information to the Customer, prominently and in a comprehensible manner that ensures that the Customer is able to easily retain it and print it in due course:

- (a) Christian Dior Couture's corporate name and any other name under which Christian Dior Couture carries on business;
- (b) Christian Dior Couture's address;
- (c) Christian Dior Couture's telephone number and, if available, Christian Dior Couture's fax number and email address;

- (d) a detailed, fair and accurate description of the Items that are to be the object of the order, including characteristics and technical specifications;
- (e) details of any warranties or guarantees that apply to the Contract;
- (f) an itemized list of the prices of the Items that are to be the object of the Contract, including associated costs charged to the Customer and any additional charges payable, such as shipping charges, delivery, handling or insurance costs and taxes;
- (g) a description of any possible additional charges payable to a third party, such as customs duties and brokerage fees, whose amounts cannot reasonably be determined;
- (h) the total amount to be paid by the Customer under the Contract and, if applicable, the terms, conditions and method of payment;
- (i) the currency in which amounts owing under the Contract are payable if not Canadian dollars;
- (j) the date on which, or the time within which, the Items are to be delivered;
- (k) if applicable, the delivery arrangements, including the mode of delivery, the name of the carrier and the place of delivery;
- (l) the applicable cancellation, rescission, return, exchange and refund policies and conditions, if any;
- (m) any other applicable restrictions, limitations or conditions that may apply, including geographic limitations for the sale or delivery of the Items; and
- (n) policies and arrangements for the protection of the Customer's financial and personal information.

The Customer must verify the accuracy of his/her selection before confirming the order. At the end of the order process described above and after accepting all of these general terms and conditions of sale, the Customer clicks on "PLACE ORDER".

2.2.4 Confirmation of the Order by Christian Dior Couture

Once the Customer has completed the steps described in Term 2.2.3 above, an order acknowledgement will be sent by email. Unless expressly indicated otherwise, the acknowledgement of receipt of the order does not constitute acceptance of the order.

The Contract is deemed to have been formed when the Item or Items ordered is or are shipped and the Customer has received a separate email from Christian Dior Couture informing that the order has been shipped.

If the Customer pays with a credit card, the Contract is formed when the credit card is debited as provided in Article 6 hereof, even if the credit card is debited before the order is shipped or before acceptance is expressed another way.

If the Customer pays via PayPal, Apple Pay, or Apple Pay Express as provided in Term 6.2, the sale Contract is deemed to have been formed when you confirm your order on the PayPal, Apple Pay, or Apple Pay express site.

The acknowledgement of receipt of your order includes the order number, the total amount of the order, delivery cost and delivery date information, and the key features, quantity, and price of the Item(s) purchased. The acknowledgement of receipt also includes a link to these general terms and conditions of sale.

2.3 Location, Written form, Copy and Proof of Contract

Each Contract is deemed to be entered into at the address of the Customer, will be evidenced in writing and indicate (i) the Customer's name and address, (ii) the date the Contract is entered into and (iii) the information described in Article 2.2.3 above, as disclosed before such Contract was entered into. Within 15 days after a Contract is entered into, Christian Dior Couture will send a copy of the Contract to the Customer, in a manner that ensures that the Customer may easily retain it and print it. In general, it is expressly agreed between Christian Dior Couture and the Customer that emails are admissible between the parties, as well as the automatic recording systems used by Customer Service or on the Site, in particular as regards the nature and date of the Contract. It is recommended that the Customer keeps a copy (in electronic format and/or on paper) of the Contract including details relating to his/her order, for any orders placed on the Site.

Article 3 – Item Availability

The Customer is informed at the time of placing the order, either by Customer Service or on the information page of the Site describing each of the Items:

- of the availability of the Item; or
- in the event of temporary unavailability of the Item, of the possibility of ordering it for subsequent delivery within a specified timeframe in this instance.

If, in spite of vigilance on the part of Christian Dior Couture, the Items ordered are no longer available, Christian Dior Couture will inform the Customer by any manner (phone or email) as soon as possible. Christian Dior Couture shall not be liable in the event of the unavailability of an Item on the Site.

Christian Dior Couture reserves the right to change the Items offered on the Site at any time and without notice.

Article 4 – Refusal of an Order

Purchases made on the Site or by telephone shall be reserved for Customers for their own use (or gifts) and not for resale. Christian Dior Couture is entitled to refuse any unusual order exceeding the number of authorized Items, namely:

- eight (8) Items per order; and/or
- two (2) identical Items ordered within a period of thirty (30) calendar days, of all colours and sizes combined.

Items from the category Home and Man Timeless (i.e. Items in the category man “ready-to-wear”: suits and tuxedos, suit jackets, shirts and pants and in the category man “accessories”: belt, ties, bow ties, pocket squares, cufflinks and button covers) are excluded from the limitations mentioned in the above paragraph.

Christian Dior Couture will also be entitled to refuse any order: (i) made by a Customer with whom there is a dispute relating to the payment or delivery of a previous order; or (ii) not in accordance with these general terms and conditions of sale.

Christian Dior Couture will notify the Customer if it finds that the order does not comply with these general terms and conditions of sale, either directly on the Site or by telephone or email. If the Customer fails to correct any error or non-compliance with these general terms and conditions of sale contained in his/her order with Christian Dior Couture within a period of 5 calendar days following the notification mentioned just before, Christian Dior Couture reserves the right to cancel the order altogether, as well as the payment.

Article 5 – Price of the Items

The prices communicated by Customer Service or displayed on the Site are indicated in Canadian dollars (CAD) and are exclusive of all associated costs charged to the Customer and any additional charges payable, such as taxes and delivery charges.

The prices invoiced are those in effect on the date of the order, subject to the availability of the Items ordered at this time. Christian Dior Couture reserves the right to modify the prices of the Items at any time and without notice.

The Customer will receive written confirmation of the amount paid, detailing the price per Item and shipping costs charged for each of the Items, at the latest upon delivery.

Article 6 – Terms of Payment

In the event that, for any reason whatsoever (objection, refusal on the part of the credit card issuer, etc.), the debit of the amount payable by the Customer proves to be impossible, the sale shall be immediately cancelled and Christian Dior Couture shall immediately stop processing the order.

6.1 Payment by Credit Card or Debit Card

Payment for the Customer's purchases shall be made by credit card. Visa®, MasterCard®, American Express®, Discover®, China Union Pay® and Apple Pay® are accepted. Cards issued by banks domiciled outside Canada must be international credit cards.

For this purpose, when ordering by phone, the Customer confirms to Customer Service and, when ordering via the Internet, guarantees Christian Dior Couture that he/she is the licensed cardholder of the credit card used to pay for the order and that the first and last name appearing on this credit card are indeed his/her own. Then the Customer communicates, either by phone or via a secure website, the credit card number, expiration date and security code.

After the Customer has validated the bank details on the Site, the Customer shall access a secure server operating in SSL mode (128 bits) that has been certified by a Certification Authority.

The transaction is then carried out by the Customer in accordance with banking security standards. Authentication is specific to each bank. In communicating his/her credit card number and/or bank details, whether by telephone or on the Site, the Customer unconditionally accepts in advance that Christian Dior Couture proceeds with the secure transaction and pre-authorizes his/her bank to debit his/her account upon reception of records or statements sent by Christian Dior Couture, even in the absence of receipts signed by the cardholder of the credit card used.

6.2 Payment by Paypal

Christian Dior Couture accepts payments made through Paypal .

At the time of order validation, the Customer chooses the "Paypal" payment option and will be automatically redirected to the "Paypal" platform.

The Customer will then have to connect to his/her "Paypal" account using his/her login details. The Customer will also have the option of creating a Paypal account at this time if he/she does not already have one. After validating his/her order with "Paypal", the Customer will be redirected to the confirmation page of dior.com.

The order shall be shipped only after verification of the payment method, receipt of the authorization to debit the Customer's credit card or confirmation from Paypal, verification of the conformity of the order with these general terms and conditions of sale and the availability of the Item(s).

Article 7– Delivery

The Items may only be delivered to Canada (hereinafter the "**Delivery Zone**").

It is not possible to place an order for any delivery address located outside this Delivery Zone. Primarily for security reasons, Christian Dior Couture will not process any order whose delivery or billing address is a post office box. For security reasons as well, deliveries to a hotel or student residence shall be possible, subject to choosing the option of express delivery with proof of hand delivery.

The Customer shall also have the option of having the Items delivered to another individual located within the Delivery Zone.

Once payment of the amount of the order has been registered, the Items will be delivered to the delivery address indicated by the Customer during the ordering process. For this reason, the latter undertakes to have communicated the correct delivery address to Christian Dior Couture.

The delivery of Items ordered shall be made:

- on the date or within the timeframe indicated to the Customer by Christian Dior Couture and, at the latest, within thirty (30) days of the date of the order; or
- within the timeframe notified to, and accepted in advance by, the Customer in the event of the temporary unavailability of the Item in question: (i) at the time of placing his/her order by phone with Customer Service; (ii) at the time of adding an Item to the "Shopping Bag" and prior to acceptance of his/her order.

Christian Dior Couture will deliver the Items ordered by registered mail or express courier, both with proof of hand delivery, as selected by the Customer.

Delivery charges of an order delivered by mail are covered by Christian Dior Couture. Delivery charges of an order delivered by express courier shall be borne by the Customer; the amount of these charges shall be communicated to the Customer prior to the validation step of his/her order.

Article 8 – Privacy Protection

For more information on how we use the personal information we collect from you through the Site or by phone, please read our "[Privacy Policy](#)".

Article 9 – Retention of Title

Christian Dior Couture shall retain ownership of the Items until such time as Christian Dior Couture has received payment in full. However, the Customer assumes the risks (in particular those related to loss, theft or damage) concerning the Items delivered from the moment they are delivered to the address indicated at the time of placing the order.

Article 10 – Intellectual Property

The Customer shall not reproduce, represent or adapt, directly or indirectly, the Site, in whole or in part, in any form whatsoever. Any intellectual property pertaining to any Christian Dior Couture product or element (including Christian Dior Couture Items), such as trademarks, illustrations, photos, images, designs and logos, whether registered or not, is and will remain the exclusive property of Christian Dior Couture and its corporate affiliates.

Any total or partial reproduction, downloading, modification or use of Christian Dior Couture's trademarks, illustrations, images, photos, logos and designs, for any reason and on any medium whatsoever, without the express prior written consent of Christian Dior Couture, is strictly prohibited.

Likewise, the following are strictly prohibited without the express prior written consent of Christian Dior Couture:

- the creation of hypertext links to any of the pages or components of the Site;
- any use not conforming to this Site's license to use it and, in particular, use of any of its components (Items presented, descriptions, prices, data, software, graphics, images, texts, photographs, tools, etc.) for sale or any other direct or indirect commercial use.

Article 11 – Right to Cancel and Return of the Items

Without having to give any reasons, within 30 days of receipt of the Items, the Customer has a right to cancel a Contract, which he/she may exercise on the Site in the "Returns" section: Christian Dior Couture will acknowledge receipt by email of the cancellation of the Contract by the Customer thus notified to Christian Dior Couture.

The Customer acknowledges that he/she has been informed, and accepts, that he/she does not have such a right to cancel for personalized products made according to and/or at his/her request, nor products that have been altered, as well as sealed Items (swimwear, etc.) that have been unsealed by the Customer after delivery and that cannot be returned for reasons of hygiene or health protection.

It will then be the Customer's responsibility to return the delivered Items by following the various procedural steps proposed by Christian Dior Couture, described in the "Returns" section on the Site and within which all costs of returning the Items shall be covered by Christian Dior Couture, not to exceed one return shipment of the Items per order.

The return (or exchange) of delivered Items must be carried out by the Customer:

- within 30 days of the exercise of his/her right;,
- in their original full packaging; and
- following the sending of the duly completed return form on the Site.

Items not returned or returned incomplete, ruined, damaged, degraded, soiled or in any other condition that would reasonably suggest that they have been used or worn, will not be refunded or exchanged and will be returned to the Customer. As to shoes, the sole must also be intact: as such, it is strongly recommended to try Christian Dior Couture shoes on a carpet or rug-type surface.

The refund of the invoiced price of the returned Items will be made on the means of payment used to pay the price of the order, not later than 30 days following Christian Dior Couture's receipt of said Items. Additional costs paid by the Customer related to the choice of a specific delivery method will not be reimbursed.

In addition, in the case of a gift, the right to cancel remains for the exclusive benefit of the Customer and may under no circumstances be exercised by the recipient of the gift.

Article 12 – Exchange

In the event of an exchange request, the Customer must specify, in the dedicated data field on the Site, the Item(s) he/she wishes to receive in exchange of that or those to exchange in his/her order. The Customer may exchange the Items via the Site, within 30 days of their receipt. The Customer may return the Item(s) under the conditions referred to in Article 11 above (timeframe, exchange conditions).

Personalized Items made according to and/or at the request of the Customer, or products that have been altered, as well as sealed Items (swimwear, etc.) that have been unsealed by the Customer after delivery and that cannot be returned for reasons of hygiene or health protection may not be exchanged.

As part of its commercial exchange policy proposed under this Article, Christian Dior Couture reserves the right to refuse an exchange beyond two (2) successive orders.

The exchange of the Item(s) is subject to the availability of the said Item(s) on the Site. In case of unavailability, the Customer will be refunded in accordance with the provisions of Article 11 above.

Article 13 – Conformity - Warranty

13.1 Statutory Warranties

The Items sold by Christian Dior Couture are subject to the statutory warranties (also known as legal warranties) under the laws applicable to the Contract to the exclusion of any other warranty.

13.1.1 Statutory Warranty of Conformity

Christian Dior Couture will deliver to the Customer an Item that conforms to the Contract and is free of defects in conformity at the time of delivery of the said Item, in the sense that the Item shall be fit for the usual use expected of a similar good and that it will have the features presented during the sale. Christian Dior Couture shall also be responsible for nonconformity resulting from the packaging, assembly instructions or installation where the Contract made these its responsibility or where they have been carried out under its responsibility.

This warranty will only apply if the Customer makes the request within two (2) years of delivery of the Item(s). Any nonconformity which becomes apparent within twenty-four (24) months of delivery shall be presumed to have existed at the time of delivery, unless proven otherwise.

The Customer may then choose to repair or replace the Item, unless one of these choices results in a manifestly disproportionate cost for Christian Dior Couture. If the repair or replacement of the Item is unavailable, the Customer may be refunded the price paid and return the Item or keep the Item and be refunded a portion of the price, unless the nonconformity is minor.

13.1.2 Statutory Warranty against Hidden Defects

Christian Dior Couture warrants the Customer with any purchased Item and its accessories are, at the time of the sale, free of hidden defects (also known as latent defects) that render it unfit for the use for which it is intended, or that would so diminish its usefulness that the Customer would not have acquired it, or would have accepted to pay only a lower price, if he/she had been aware of such defect. Christian

Dior Couture, however, does not warrant against any hidden defect known to the Customer or any apparent defect.

This warranty will only apply if the Customer makes the request within two (2) years of the discovery of the defect and it will be up to the Customer to prove that it fulfils the conditions of the warranty. The Customer will have the choice to return the Item for full reimbursement or keep the Item and be refunded a portion of the price.

13.2 Commercial Warranties

Certain Items sold on the Site are covered by a commercial warranty (also known as conventional warranties), in addition to the above-mentioned statutory warranties. The content and terms of implementation of this commercial warranty shall be made available in the "General Terms and Conditions of Use of the After-Sales Service" tab and shall also be specified on the "information leaflet" accompanying the Items.

Article 14 – After-Sales Service

All technically repairable Items may be serviced by an after-sales service.

The terms and conditions of use of the after-sales service are available in the "General Terms and Conditions of Use of the After-Sales Service" tab.

Christian Dior Couture confirms to its Customers that there is no guaranteed time period for the availability of spare parts essential for the use of the Items. Christian Dior Couture will nevertheless make commercially reasonable efforts to satisfy its Customers in the event of a request for one or more spare parts.

Article 15 – Information on the Items - Limitation of Liability - Force Majeure

Information on all Items offered for distance selling shall be made available in all Christian Dior Couture boutiques, on the Site or via Customer Service.

The photographs, graphics and descriptions of the Items offered for sale are only indicative and do not bind Christian Dior Couture. Customers can obtain additional information by contacting Customer Service or at Christian Dior Couture boutiques. While efforts are made to ensure that the colour and pattern of the Items pictured on the Site accurately reflect the original Items, variations may occur, in particular due to technical limitations in the colour rendering of your computer equipment. Christian Dior Couture cannot be held liable for non-substantial errors or inaccuracies in the photographs or graphic representations of the Items appearing on the Site.

In no event shall Christian Dior Couture be liable for any damage that is not an immediate and direct result of a breach by Christian Dior Couture of one of its obligations or in the event of the occurrence of a fortuitous event or force majeure that would prevent or delay its performance.

Christian Dior Couture will inform the Customer of any such fortuitous event or force majeure within seven (7) days of its occurrence. In the event that this suspension of the performance of Christian Dior Couture's obligations continues beyond a period of fifteen (15) days, the Customer will then have the option of cancelling the order in progress and Christian Dior Couture shall refund him/her as soon as possible.

Article 16 – Non-Waiver

The fact that Christian Dior Couture refrains from demanding at any given time the performance of any of the provisions of these general terms and conditions of sale may not be interpreted as a waiver of its right to raise subsequently said complete or partial non-performance.

Article 17 – Validity of the General Terms and Conditions of Sale

If any of the provisions of these general terms and conditions of sale shall be declared null and void in whole or in part, the other provisions and the other rights and obligations arising from these general terms and conditions of sale shall remain unchanged and shall remain applicable.

Article 18 – Disputes - Applicable Law

These general terms and conditions of sale shall be governed by and construed in accordance with the laws of the province of Ontario and Canada's federal laws applicable therein except where consumer protection laws applicable to a Contract require that such Contract be governed by the laws of the jurisdiction where the Customer is located, in which case they are subject to the laws of that jurisdiction. In the event of any difficulty arising from the ordering or delivery of the Items and before any legal action is taken, the parties shall cooperate to attempt to informally resolve any such difficulty so that the Customer shall have the opportunity to seek an amicable solution with Christian Dior Couture. If the parties cannot resolve the difficulty informally, all disputes arising out of or in connection with a Contract shall be mediated pursuant to the National Mediation Rules of the ADR Institute of Canada, Inc. ("ADRIC"), except for disputes involving claims for injunctive or other equitable relief or where applicable laws override this mediation clause. The place of mediation shall be in the city of Toronto in Ontario. The language of the mediation shall be English.

In the absence of an amicable solution or recourse to mediation, the parties shall resolve any dispute arising out of a Contract by binding arbitration under the Arbitration Rules of the ADRI, except for disputes involving claims for injunctive or other equitable relief or where applicable laws override this arbitration clause. The following provisions shall govern any arbitration hereunder: (a) The legal seat of arbitration shall be the city of Toronto in Ontario; (b) There shall be one arbitrator agreed to by the Parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by the ADRI in accordance ADRI Arbitration Rules; (c) The language of the arbitration, including the hearings, documentation and award, shall be English; (d) The Parties shall equally share the fees of the arbitrator and the facility fees; (e) The Parties shall each bear their own legal costs and expenses of the arbitration; (f) Any decision of the arbitrator shall be final and binding on the Parties and their respective successors and assigns and there shall be no right to appeal such decision, whether on a question of law, a question of fact, or a mixed question of fact and law; (g) The arbitration procedures, hearings, documents and award shall remain strictly confidential between the parties.

Notwithstanding anything in this section, either party may seek injunctive or other equitable relief from the courts located in the Toronto region of the province of Ontario or the Federal Court of Canada, and each party irrevocably submits to the jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.