

**SUPERIOR COURT  
(Class Action)**

**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

**N° : 500-06-001210-224**

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**ALI ELGADI**

Applicant

v.

**WHATSAPP LLC**

and

**META PLATFORMS INC.**

Defendants

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**APPLICATION OF THE DEFENDANTS WHATSAPP LLC AND META PLATFORMS INC.  
FOR LEAVE TO ADDUCE EVIDENCE  
(Art. 574 C.C.P.)**

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**TO THE HONORABLE JUSTICE PIERRE NOLLET, J.S.C., ACTING AS THE CASE  
MANAGEMENT JUDGE IN THE PRESENT CASE, THE DEFENDANTS, WHATSAPP LLC AND  
META PLATFORMS INC., RESPECTFULLY SUBMIT THE FOLLOWING:**

**I. INTRODUCTION**

1. The Defendants WhatsApp LLC ("**WhatsApp**") and Meta Platforms Inc. ("**Meta**") hereby respectfully seek permission to adduce relevant evidence into the Court record prior to the authorization hearing.
2. By way of this evidence, Defendants seek to establish facts that are necessary to enable this Court to undertake an informed decision, in light of the criteria set out in article 575 of the *Code of Civil Procedure* ("**CCP**"), regarding the authorization to institute class action proceedings sought by the Applicant Ali Elgadi (the "**Plaintiff**").

## II. BRIEF DESCRIPTION OF THE PROPOSED CLASS ACTION

3. On November 24, 2022, a website known as “Cybernews.com” published an article containing a screenshot of a post on an online hacking community forum by an anonymous actor, who claimed to be selling a data set containing approximately 487 million phone numbers associated with WhatsApp accounts (“**Reported Data Set**”). The article was updated on November 28, 2022, and is filed by the Plaintiff as Exhibit P-5 (the “**Cybernews Article**”).
4. On or about November 28, 2022, following the publication of the Cybernews Article (Exhibit P-5), Plaintiff filed an *Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff* (“**Application**”) against Defendants.
5. As appears from paragraph 1 of the Application, Plaintiff seeks to represent a class comprised of the following persons (“**Class Members**”):

“All WhatsApp users in Canada whose phone numbers were compromised in the month of November 2022 and whose personal information was then put up for sale on the dark web.

(hereinafter the “**Class**”)

or any other class to be determined by the Court.”

6. One of Plaintiff’s core allegations against the Defendants is that the Reported Data Set originates from an alleged data breach and that the present matter, as put forth by the Plaintiff, is one of purportedly compromised personal information.
7. Indeed, on the basis of the information contained in the Cybernews Article (Exhibit P-5), Plaintiff alleges (or at the very least strongly implies) that:
  - a) an actual “breach” occurred (par. 8 and 19 of the Application);
  - b) the proposed Class’ “personal and highly sensitive information [have] either [been]: (a) improperly accessed; (b) stolen; and (c) compromised” (par. 9 of the Application); and;
  - c) this case is about “the theft and disclosure of Class Members’ personal information to third parties” (par. 11 of the Application).
8. In the Application, Plaintiff explains his legal syllogism as follows:
  - a. Defendants’ made “false representations within the meaning of the CPA” in relation with WhatsApp’s “security and privacy features” (par. 17 of the Application);
  - b. “Defendants’ contractual obligations towards the Applicant include the protection and non-disclosure of his personal and confidential information” (par. 18 of the Application) and;

c. “Defendants’ security measures in place before the breach were clearly insufficient;” (par. 19 of the Application, we underline).

9. Yet, the Plaintiff’s own exhibits filed in support of the Application do not support the Plaintiff’s legal syllogism underpinning the Application, which is that a “breach” of WhatsApp’s systems occurred and that Class’ “personal and highly sensitive information [have] either [been]: (a) improperly accessed; (b) stolen; and (c) compromised”.
10. Plaintiff’s sole factual basis for the bringing of the proposed class action is the Cybernews Article (Exhibit P-5), which information contained therein was then taken up by a second website named MobileSyrup in an article filed as Exhibit P-4.
11. Contrary to what is alleged in the Application, neither the CyberNews Article (Exhibit P-5) nor the MobileSyrup Article (Exhibit P-5) indicate that a data breach took place. Rather, they simply report that “an actor posted an ad on a well-known hacking community forum, claiming they were selling a 2022 database of 487 million WhatsApp user mobile numbers” and that the “seller did not specify how they obtained the database”.
12. In light of the discrepancy between the allegations of the Application and the exhibits filed in support thereof, the evidence that Defendants seek to adduce into the Court record is:
  - a) Unsigned Affidavit of Attaullah Baig, Exhibit D-1;
  - b) WhatsApp’s Terms of Service, Exhibit D-2;

### **III. THE EVIDENCE THAT DEFENDANTS SEEK TO ADDUCE**

13. Defendants seek to file relevant and limited documentary evidence into the Court record in order to permit the Court to examine the authorization criteria appropriately.

#### **A. The Affidavit of Attaullah Baig**

14. Defendants seek to adduce the unsigned Affidavit of Mr. Attaullah Baig (“**Affidavit**”) filed in support hereof as **Exhibit D-1**.
15. As will be further detailed below, the Affidavit (Exhibit D-1) will streamline the hearing on authorization, obtain focus and clarity on the issues of facts and proposed group, as well as ensure an appropriate examination of the criteria for authorization.

#### **i. Jurisdiction of the Québec Courts over a National Class**

16. In the Application, Plaintiff seeks to represent a national class comprising all WhatsApp users in Canada whose phone numbers were allegedly compromised.
17. However, at paragraphs 3 and 4 of the Affidavit (Exhibit D-1), Mr. Baig explains that:
  - a) the Defendants are both domiciled in California; and

b) Neither WhatsApp nor Meta have an establishment in the Province of Québec.

18. Paragraphs 3 and 4 of the Affidavit are necessary to enlighten the Court with respect to the jurisdictional factors outlined at article 3148 of the *Civil Code of Québec*. The Court will have to consider these factors to determine whether a national class can be authorized in this case.

## ii. The Alleged Data Breach

19. As more fully explained above, Plaintiff's own exhibits submitted in support of the Application do not support the Plaintiff's legal syllogism that a "breach" of WhatsApp systems occurred and that the proposed Class' "personal and highly sensitive information [have] either [been]: (a) improperly accessed; (b) stolen; and (c) compromised".

20. At paragraphs 5 to 7 of the Affidavit, Mr. Baig confirms that WhatsApp found no evidence that the Reported Data Set was the result of a data leak, breach or compromise of WhatsApp systems.

21. Plaintiff's allegations are vague, unsubstantiated and cultivate the false impression that the Reported Data Set is the result of a breach of some kind of WhatsApp systems. Therefore, paragraphs 5 to 7 of the Affidavit are necessary to dispel any doubt and to avoid any kind of ambiguity in that regard.

22. Plaintiff made the unsubstantiated allegation that the proposed Class' information stored in WhatsApp systems have either been "(a) improperly accessed; (b) stolen; and (c) compromised", and has based the proposed class action entirely on this premise.

23. As a result, this Court is entitled to a complete, accurate and un-contradicted account of the core facts at the heart of this proposed class action, i.e. whether the Reported Data Set was the result of a data breach or compromise of WhatsApp systems.

24. With paragraphs 5 to 7 of the Affidavit, the Court will be able to have a better picture of the relevant facts and determine whether Plaintiff's allegations disclose an arguable case and establish "a good colour of right" against the Defendants, and thereby to assess whether the criterion set forth at paragraph 575(2) C.C.P. is met.

## iii. Phone Numbers are Public Information

25. As indicated above, Plaintiff uses the CyberNews Article (Exhibit P-5) to allege that the Report Data Set includes "personal and highly sensitive information".

26. Plaintiff omits to explain that on WhatsApp, a user's phone number cannot be considered as private or confidential data.

27. At paragraphs 8 and 9 of the Affidavit, Mr. Baig explains that WhatsApp's Privacy Policy (Exhibit P-3) provides that, upon creating an account with WhatsApp, any WhatsApp user must accept (i) to provide a phone number and (ii) that a user's phone number is information available to any other WhatsApp user. He further explains that the ability to

determine whether a phone number belongs to another WhatsApp user is a basic functionality of WhatsApp which is required to provide the service.

28. Paragraphs 8 and 9 of the Affidavit will give the Court a clearer and more accurate picture of what role phone numbers play in the delivery of WhatsApp messaging service, and will favor a better understanding by the Court of the WhatsApp's Privacy Policy (Exhibit P-3).
29. This evidence will be necessary to assess and determine whether the Plaintiff's allegations appear to justify the bringing of the proposed class action and the conclusions sought against the Defendants. This criterion is set forth at paragraph 575(2) C.C.P.
30. In light of the foregoing, in order to complete the allegations and the exhibits put forward by the Plaintiff in his Application, and to allow the Defendants to properly present their arguments with respect to the criteria of article 575 C.C.P., the Defendants respectfully submit that they should be granted leave to adduce into evidence the Affidavit (Exhibit D-1) prior to the authorization hearing.
31. If leave is granted, the Affidavit (Exhibit D-1) will be signed prior to filing.

**B. Defendant WhatsApp LLC's Terms of Service**

32. Plaintiff alleges that his "contractual relationship with WhatsApp includes and requires that WhatsApp and Meta take adequate measures and precautions to safeguard the personal and confidential information he provides them with, including his phone number" (par. 16 of the Application).
33. However, Plaintiff omits to allege or file in support of the Application an important component of his contractual relationship with WhatsApp, i.e. WhatsApp's Terms of Service filed in support hereof as **Exhibit D-2**, which are nevertheless referenced in Exhibits P-1 through P-3 filed in support of the Application.
34. WhatsApp's Terms of Service (Exhibit D-2) govern the relationship between WhatsApp and the proposed Class and is binding on the proposed Class.
35. In light of the foregoing, the WhatsApp's Terms of Service (Exhibit D-2) will prove to be a useful assessment tool for the Court in evaluating the criteria of article 575 CPC.

**IV. CONCLUSION**

36. Article 574 CCP empowers the Court to authorize the presentation of appropriate evidence relevant to the analysis of the criteria set out in article 575 CCP.
37. The Relevant Evidence that Defendants seek to adduce is relevant and necessary, as it will foster a better understanding by the Court of the factual context of the Application and will assist the Court in determining whether the criteria for the authorization of the class action are met, the whole in conformity with the principle of proportionality.

**FOR THESE REASONS, MAY IT PLEASE THE COURT TO:**

**GRANT** the present Application;

**AUTHORIZE** Defendants to produce in the Court's records the above-identified evidence D-1 and D-2 in anticipation of the authorization hearing;

**THE WHOLE** without costs, unless the present Application is contested.

**MONTREAL, May 31, 2023**



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**MCCARTHY TÉTRAULT LLP**

**Me Karine Joizil/Me Samuel Lepage/**

**Me Charlotte Simard-Zakaïb**

Lawyers for Defendants

MZ400 - 1000 De La Gauchetière Street West

Montreal (Quebec) H3B 0A2

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Fax: 514 875-6246

**ALL NOTIFICATIONS BY E-MAIL MUST BE ADDRESSED  
SOLELY TO NOTIFICATION@MCCARTHY.CA**

File reference : 204930-569185

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**STATEMENT UNDER OATH**

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I, the undersigned, Samuel Lepage, lawyer, exercising my profession at McCarthy Tétrault LLP located at MZ400 - 1000 de la Gauchetière Street West, city and district of Montreal, province of Quebec, H3B 0A2, solemnly declare and affirm the following:

1. I am one of the lawyers of the Defendants, WHATSAPP LLC and META PLATFORMS INC.;
2. All the facts alleged in paragraphs 32 to 35 of the Application are true.

**AND I HAVE SIGNED, by technological means, at Montreal, this May 31, 2023**



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SAMUEL LEPAGE

**SOLEMNLY AFFIRMED BEFORE ME, BY TECHNOLOGICAL MEANS, AT MONTREAL, THIS MAY 31, 2023**



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COMMISSIONER OF OATHS FOR THE PROVINCE OF QUEBEC

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**NOTICE OF PRESENTATION**

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TO: Mtre Joey Zukran  
LPC Avocat Inc.  
276 Saint-Jacques Street, Suite 801  
Montreal, Quebec H2Y 1N3

Lawyer for Applicant

**TAKE NOTICE that** the Application of the Defendants Whatsapp LLC and Meta Platforms Inc. for leave to adduce evidence will be presented for adjudication before the Honourable justice Pierre Nollet of the Superior Court, acting as the case management judge, in and for the District of Montreal, in room 16.06, on June 21, 2023, at 9:15 am, at the Montreal Courthouse, located at 1 East Notre-Dame, Montreal, H2Y 1B6.

**DO GOVERN YOURSELF ACCORDINGLY.**

MONTREAL, this May 31, 2023

 S.E.N.C.R.L., S.R.L.

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**MCCARTHY TÉTRAULT LLP**  
Lawyers for Defendants



SUPERIOR COURT  
(Class Actions)

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No.: 500-06-001210-224

---

**ALI ELGADI**

Applicant

c.

**WHATSAPP LLC**

-and-

**META PLATFORMS INC.**

Defendants

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**AFFIDAVIT OF ATTAULLAH BAIG**

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I, the undersigned, Attaullah Baig, Software Engineering Manager on the WhatsApp Security team at WhatsApp LLC ("**WhatsApp**"), located at 1 Meta Way, in the city and state of Menlo Park, California, 94025, solemnly declare and affirm the following:

**I. INTRODUCTION**

1. I have personal knowledge of the facts and matters hereinafter deposed to, except where the same are stated to be made upon information and belief, and, as to such facts, I believe the same to be true.
2. I have read the Application to Authorize the Bringing of a Class Action and to Appoint the Status of Representative Plaintiff ("**Application**") and the allegations of the Applicant contained therein. In the Application, Plaintiff seeks authorization to institute a class action on behalf of the following national class:

**“Class:**

All WhatsApp users in Canada whose phone numbers were compromised in the month of November 2022 and who personal information was then put up for sale on the dark web.

(hereinafter the **“Class”**)

or any other class to be determined by the Court;”

**II. Meta and WhatsApp in Québec**

3. WhatsApp and Meta Platforms Inc. (**“Meta”**) both have their domicile at 1 Meta Way, Menlo Park, California, 94025, USA.
4. Neither WhatsApp nor Meta have an establishment in the Province of Québec.

**III. The Cybernews.com Article**

5. I am aware that on November 25, 2022, a website known as “Cybernews.com” published an article (Exhibit P-5) containing a screenshot of a post on an online hacking community forum by an anonymous actor, who claimed to be selling a data set containing approximately 487 million phone numbers allegedly associated with WhatsApp accounts (**“Reported Data Set”**).
6. On or about November 25, 2022, WhatsApp began investigating the claims in the Cybernews article (Exhibit P-5). We found no evidence that the Reported Data Set was the result of a data breach or compromise of WhatsApp systems.
7. The Reported Data Set was advertised by the seller as simply a list of telephone numbers, with no data fields specific to WhatsApp. There is no indication that other data fields from the WhatsApp system are contained in the Reported Data Set.
8. As stated in WhatsApp’s Privacy Policy (Exhibit P-3), WhatsApp requires certain information in order to deliver its services to its users. Users must provide a mobile phone number to create an account in order for other users to send them messages and to make calls. As such, a user’s phone number is information available to any WhatsApp user and is not considered private data.
9. Any WhatsApp user can determine if a phone number belongs to another user of the service by adding that phone number to their WhatsApp contacts or by sending a message to that number. It will then be apparent whether that number belongs to an active account on the service – just as a person can dial any phone number and determine whether it is active (by getting a dial tone). This is a basic functionality of WhatsApp which is required to provide the service.

10. All the facts stated in my Affidavit are true.

AND I HAVE SIGNED, BY TECHNOLOGICAL MEANS, AT  
[CITY], THIS [DAY] OF [MONTH] 2023

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**ATTAULLAH BAIG**

DECLARED UNDER OATH BEFORE ME BY  
TECHNOLOGICAL MEAN, AT [CITY], THIS [DAY]  
OF [MONTH] 2023

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COMMISSIONER OF OATHS FOR QUÉBEC AND  
OUTSIDE QUÉBEC

Effective Date: January 4, 2021 ([archived versions](#))

## WhatsApp Terms of Service

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*If you live in the [European Region](#), WhatsApp Ireland Limited provides the Services to you under this [Terms of Service](#) and [Privacy Policy](#).*

*If you live in the [UK](#), WhatsApp LLC provides the Services to you under this [Terms of Service](#) and [Privacy Policy](#).*

In order to provide our Services (as defined below) through our apps, services, features, software, or website, we need to obtain your agreement to our Terms of Service ("Terms").

WhatsApp LLC ("WhatsApp," "our," "we," or "us") provides the services described below to you ("Services") unless you live in a country or territory in the European Economic Area (which includes the European Union) and any other included country or territory (collectively referred to as the "[European Region](#)").

## About Our Services

- **Privacy And Security Principles.** Since we started WhatsApp, we've built our Services with strong privacy and security principles in mind.
- **Connecting You With Other People.** We provide, and always strive to improve, ways for you to communicate with other WhatsApp users including through messages, voice and video calls, sending images and video, showing your status, and sharing your location with others when you choose. We may provide a convenient platform that enables you to send and receive money to or from other users across our platform. WhatsApp works with partners, service providers, and affiliated companies to help us provide ways for you to connect with their services.
- **Ways To Improve Our Services.** We analyze how you make use of WhatsApp, in order to improve our Services, including helping businesses who use WhatsApp measure the effectiveness and distribution of their services and messages. WhatsApp uses the information it has and also works with partners, service providers, and affiliated companies to do this.
- **Communicating With Businesses.** We provide, and always strive to improve, ways for you and businesses and other organizations, to communicate with each other using our Services, such as through order, transaction, and appointment information, delivery and shipping notifications, product and service updates, and marketing.
- **Safety, Security, And Integrity.** We work to protect the safety, security, and integrity of our Services. This includes appropriately dealing with abusive people and activity violating our Terms. We work to prohibit misuse of our Services including harmful conduct towards others, violations of our Terms and policies, and address situations where we may be able to help support or protect our community. If we learn of people or activity like this, we will take

appropriate action, including by removing such people or activity or contacting law enforcement. Any such removal will be in accordance with the [“Termination”](#) section below.

- **Enabling Access To Our Services.** To operate our global Services, we need to store and distribute content and information in data centers and systems around the world, including outside your country of residence. The use of this global infrastructure is necessary and essential to provide our Services. This infrastructure may be owned or operated by our service providers including affiliated companies.
- **Affiliated Companies.** We are part of the [Meta Companies](#). As part of the [Meta Companies](#), WhatsApp receives information from, and shares information with, the [Meta Companies](#) as described in WhatsApp's [Privacy Policy](#), including to provide integrations which enable you to connect your WhatsApp experience with other [Meta Company Products](#); to ensure security, safety, and integrity across the [Meta Company Products](#); and to improve your ads and products experience across the [Meta Company Products](#). Learn more about the [Meta Companies](#) and their terms and policies [here](#).

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**NO ACCESS TO EMERGENCY SERVICES:** There are important differences between our Services and your mobile phone and a fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. You should ensure you can contact your relevant emergency services providers through a mobile phone, a fixed-line telephone, or other service.

**IF YOU ARE A WHATSAPP USER LOCATED IN THE UNITED STATES OR CANADA, OUR TERMS CONTAIN A BINDING ARBITRATION PROVISION, WHICH STATES THAT, EXCEPT IF YOU OPT OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES, WHATSAPP AND YOU AGREE TO RESOLVE ALL DISPUTES (DEFINED BELOW) THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS. PLEASE READ THE "[SPECIAL ARBITRATION PROVISION FOR UNITED STATES OR CANADA USERS](#)" SECTION**

**BELOW TO LEARN MORE.Registration.** You must register for our Services using accurate information, provide your current mobile phone number, and, if you change it, update your mobile phone number using our in-app change number feature. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

**Address Book.** You can use the contact upload feature and provide us, if permitted by applicable laws, with the phone numbers in your mobile address book on a regular basis, including those of both the users of our Services and your other contacts. Learn more about our contact upload feature [here](#).

**Age.** You must be at least 13 years old to register for and use our Services (or such greater age required in your country or territory for you to be authorized to register for and use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country or territory, your parent or guardian must agree to our Terms on your behalf. Please ask your parent or guardian to read these Terms with you.

**Devices And Software.** You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. In order to use our Services, you consent to manually or automatically download and install updates to our Services. You also consent to our sending you notifications via our Services from time to time, as necessary to provide our Services to you.

**Fees And Taxes.** You are responsible for all carrier data plans, Internet fees, and other fees and taxes associated with your use of our Services.

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## Privacy Policy And User Data

WhatsApp cares about your privacy. WhatsApp's [Privacy Policy](#) describes our data (including message) practices, including the types of information we receive and collect from you, how we use and share this information, and your rights in relation to the processing of information about you.

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## Acceptable Use Of Our Services

**Our Terms And Policies.** You must use our Services according to our Terms and posted policies. If you violate our Terms or policies, we may take action with respect to your account, including disabling or suspending your account and, if we do, you agree not to create another account without our permission. Disabling or suspending your account will be in accordance with the "[Termination](#)" section below.

**Legal And Acceptable Use.** You must access and use our Services only for legal, authorized, and acceptable purposes. You will not use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of WhatsApp, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate, such as promoting violent crimes, endangering or exploiting children or others, or coordinating harm; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of our Services unless otherwise authorized by us.

**Harm To WhatsApp Or Our Users.** You must not (or assist others to) directly, indirectly, through automated or other means, access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services; (b) send, store, or transmit viruses or other harmful computer code through or onto our Services; (c) gain or attempt to gain unauthorized access to our Services or systems; (d) interfere with or disrupt the safety, security, confidentiality, integrity, availability, or performance of our Services; (e) create accounts for our Services through unauthorized or automated means; (f) collect information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for our Services or data obtained from us or our Services in an unauthorized manner; (h) distribute or make our Services available over a network where they could be used by multiple devices at the same time, except as authorized through tools we have expressly provided via our



Services; (i) create software or APIs that function substantially the same as our Services and offer them for use by third parties in an unauthorized manner; or (j) misuse any reporting channels, such as by submitting fraudulent or groundless reports or appeals.

**Keeping Your Account Secure.** You are responsible for keeping your device and your WhatsApp account safe and secure, and you must notify us promptly of any unauthorized use or security breach of your account or our Services.

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## Third-Party Services

Our Services may allow you to access, use, or interact with third-party websites, apps, content, other products and services, and [Meta Company Products](#). For example, you may choose to use third-party data backup services (such as iCloud or Google Drive) that are integrated with our Services or interact with a share button on a third-party's website that enables you to send information to your WhatsApp contacts. Please note that these Terms and our [Privacy Policy](#) apply only to the use of our Services. When you use third-party products or services or [Meta Company Products](#), their terms and privacy policies will govern your use of those products or services.

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## Licenses

**Your Rights.** WhatsApp does not claim ownership of the information that you submit for your WhatsApp account or through our Services. You must have the necessary rights to such information that you submit for your WhatsApp account or through our Services and the right to grant the rights and licenses in our Terms.

**WhatsApp's Rights.** We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with our Services. You may not use our copyrights, trademarks (or any similar marks), domains, logos, trade dress, trade secrets, patents, and other intellectual property rights unless you have our express permission and except in accordance with our [Brand Guidelines](#). You may use the [trademarks of our affiliated companies](#) only with their permission, including as authorized in any published brand guidelines.

**Your License To WhatsApp.** In order to operate and provide our Services, you grant WhatsApp a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the information (including the content) that you upload, submit, store, send, or receive on or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services (such as to allow us to display your profile picture and status message, transmit your messages, and store your undelivered messages on our servers for up to 30 days as we try to deliver them).

**WhatsApp's License To You.** We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms. This license is for the sole purpose of enabling you to use our Services in the manner permitted by our Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.

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## Reporting Third-Party Copyright, Trademark, And Other Intellectual Property Infringement

To report claims of third-party copyright, trademark, or other intellectual property infringement, please visit our [Intellectual Property Policy](#). We may take action with respect to your account, including disabling or suspending your account, if you clearly, seriously or repeatedly infringe the intellectual property rights of others or where we are required to do so for legal reasons. Disabling or suspending your account will be in accordance with the "[Termination](#)" section below.

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## Disclaimers And Release

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL

FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD-PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "WHATSAPP PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, DISPUTE, OR DAMAGES (TOGETHER, "CLAIM"), KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD-PARTIES. YOUR RIGHTS WITH RESPECT TO THE WHATSAPP PARTIES ARE NOT MODIFIED BY THE FOREGOING DISCLAIMER IF THE LAWS OF YOUR COUNTRY OR TERRITORY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT. IF YOU ARE A UNITED STATES RESIDENT, YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER CALIFORNIA CIVIL CODE §1542, OR ANY OTHER SIMILAR APPLICABLE STATUTE OR LAW OF ANY OTHER JURISDICTION, WHICH SAYS THAT: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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### Limitation Of Liability

THE WHATSAPP PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES (HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, INCLUDING NEGLIGENCE), EVEN IF THE WHATSAPP PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT

ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE WHATSAPP PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

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## Indemnification

If anyone brings a claim ("Third-Party Claim") against us related to your actions, information, or content on WhatsApp, or any other use of our Services by you, you will, to the maximum extent permitted by applicable law, indemnify, and hold the WhatsApp Parties harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of our Services, including information and content provided in connection therewith; (b) your breach of our Terms or applicable law; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any Third-Party Claim. Your rights with respect to WhatsApp are not modified by the foregoing indemnification if the laws of your country or territory of residence, applicable as a result of your use of our Services, do not permit it.

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## Dispute Resolution

**Forum And Venue.** If you are a WhatsApp user located in the United States or Canada, the "[Special Arbitration Provision For United States Or Canada Users](#)" section below applies to you. Please also read that section carefully and completely. If you are not subject to the "[Special Arbitration Provision For United States Or Canada Users](#)" section below, you agree that any claim or cause of action you have against WhatsApp relating to, arising out of, or in any way in connection with our Terms or our Services, and for any claim or cause of action that WhatsApp files against you, you and WhatsApp agree that any such claim or cause of action (each, a "Dispute," and together, "Disputes") will be resolved exclusively in the United States District Court for the Northern District of California or a state court located in San Mateo County in California, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or cause of

action, and the laws of the State of California will govern any such claim or cause of action without regard to conflict of law provisions. Without prejudice to the foregoing, you agree that, in our sole discretion, we may elect to resolve any Dispute we have with you that is not subject to arbitration in any competent court in the country in which you reside that has jurisdiction over the Dispute.

**Governing Law.** The laws of the State of California govern our Terms, as well as any Disputes, whether in court or arbitration, which might arise between WhatsApp and you, without regard to conflict of law provisions.

**Time Limit To Bring A Claim Or Dispute.** THESE TERMS ALSO LIMIT THE TIME YOU HAVE TO BRING A CLAIM OR DISPUTE, INCLUDING THE TIME TO START AN ARBITRATION OR, IF PERMISSIBLE, A COURT ACTION OR SMALL CLAIMS PROCEEDING TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. We and you agree that for any Dispute (except for the Excluded Disputes defined below) we and you must bring Claims (including commencing an arbitration proceeding) within one year after the Dispute first arose; otherwise, such Dispute is permanently barred. This means that if we or you do not bring a Claim (including commencing an arbitration) within one year after the Dispute first arose, then the arbitration will be dismissed because it was started too late.

**See Below: [Special Arbitration Provision For United States Or Canada Users](#)**

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## [Availability And Termination Of Our Services](#)

**Availability Of Our Services.** We are always trying to improve our Services. That means we may expand, add, or remove our Services, features, functionalities, and the support of certain devices and platforms. Our Services may be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices and platforms, at any time. Events beyond our control may affect our Services, such as events in nature and other force majeure events.

**Termination.** Although we hope you remain a WhatsApp user, you can terminate your relationship with WhatsApp anytime for any reason by deleting your account. For instructions on how to do so, please visit the [Android](#), [iPhone](#), or [KaiOS](#) articles in our Help Center.

We may modify, suspend, or terminate your access to or use of our Services anytime for any reason, such as if you violate the letter or spirit of our Terms or create harm, risk, or possible legal exposure for us, our users, or others. We may also disable or delete your account if it does not become active after account registration or if it remains inactive for an extended period of time. The following provisions will survive any termination of your relationship with WhatsApp: "Licenses," "Disclaimers And Release," "Limitation Of Liability," "Indemnification," "Dispute Resolution," "Availability And Termination Of Our Services," "Other," and "Special Arbitration Provision For United States Or Canada Users."

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## Other

- Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding WhatsApp and our Services, and supersede any prior agreements.
- We reserve the right to designate in the future that certain of our Services are governed by separate terms (where, as applicable, you may separately consent).
- Our Services are not intended for distribution to or use in any country or territory where such distribution or use would violate local law or would subject us to any regulations in another country or territory. We reserve the right to limit our Services in any country or territory.
- You will comply with all applicable United States and non-United States export control and trade sanctions laws ("Export Laws"). You will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Services: (a) to any individual, entity, territory, or country prohibited by Export Laws; (b) to anyone on United States or non-United States government restricted parties lists; or (c) for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations. You will not use or download our Services if you are located in a restricted country or territory, if you are currently listed on any United States or non-United States restricted parties list, or for any purpose prohibited by Export Laws, and you will not disguise your location through IP proxying or other methods.

- Our Terms are written in English (United States). Any translated version is provided solely for your convenience. To the extent any translated version of our Terms conflicts with the English version, the English version controls. Any amendment to or waiver proposed by you of our Terms requires our express consent.
- We may amend or update these Terms. We will provide you notice of material amendments to our Terms, as appropriate, and update the "Effective Date" at the top of our Terms. Your continued use of our Services confirms your acceptance of our Terms, as amended. We hope you will continue using our Services, but if you do not agree to our Terms, as amended, you must stop using our Services by deleting your account.
- All of our rights and obligations under our Terms are freely assignable by us to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner. In the event of such an assignment, these Terms will continue to govern your relationship with such third-party. We hope you will continue using our Services, but if you do not agree to such an assignment, you must stop using our Services by deleting your account after having been notified of the assignment.
- You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.
- Nothing in our Terms will prevent us from complying with the law.
- Except as contemplated herein, our Terms do not give any third-party beneficiary rights.
- If we fail to enforce any of our Terms, it will not be considered a waiver.
- If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed amended to the minimum extent necessary to make it enforceable, and if it cannot be made enforceable then it shall be deemed severable from our Terms and shall not affect the validity and enforceability of the remaining provisions of our Terms, and the remaining portion of our Terms will remain in full force and effect except as

set forth in the "[Special Arbitration Provision For United States Or Canada Users](#)" section below.

- We reserve all rights not expressly granted by us to you. In certain jurisdictions, you may have legal rights as a consumer, and our Terms are not intended to limit such consumer legal rights that may not be waived by contract.
- We always appreciate your feedback or other suggestions about WhatsApp and our Services, but you understand that you have no obligation to provide feedback or suggestions and that we may use your feedback or suggestions without any restriction or obligation to compensate you for them.

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## [Special Arbitration Provision For United States Or Canada Users](#)

PLEASE READ THIS SECTION CAREFULLY BECAUSE IT CONTAINS ADDITIONAL PROVISIONS APPLICABLE ONLY TO OUR UNITED STATES AND CANADA USERS. IF YOU ARE A WHATSAPP USER LOCATED IN THE UNITED STATES OR CANADA, YOU AND WE AGREE TO SUBMIT ALL DISPUTES TO BINDING INDIVIDUAL ARBITRATION, EXCEPT FOR THOSE THAT INVOLVE INTELLECTUAL PROPERTY DISPUTES AND EXCEPT THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. THIS MEANS YOU WAIVE YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. FINALLY, YOU MAY BRING A CLAIM ONLY ON YOUR OWN BEHALF, AND NOT ON BEHALF OF ANY OFFICIAL OR OTHER PERSON, OR CLASS OF PEOPLE. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN, OR HAVE YOUR DISPUTE HEARD AND RESOLVED AS, A CLASS ACTION, A CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.

"Excluded Dispute" means any Dispute relating to the enforcement or infringement of your or our intellectual property rights (such as copyrights, trademarks, domains, logos, trade dress, trade secrets, and patents) or efforts to interfere with our Services or engage with our Services in unauthorized ways (for example, automated ways). For clarity and notwithstanding the foregoing, those Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.

**Federal Arbitration Act.** The United States Federal Arbitration Act governs the interpretation and enforcement of this "[Special Arbitration Provision For United](#)



[States Or Canada Users](#)" section, including any question whether a Dispute between WhatsApp and you is subject to arbitration.

**Agreement To Arbitrate For WhatsApp Users Located In The United States Or Canada.** For WhatsApp users who live in the United States or Canada, WhatsApp and you each agree to waive the right to a trial by judge or jury for all Disputes, except for the Excluded Disputes. WhatsApp and you agree that all Disputes (except for the Excluded Disputes), including those relating to, arising out of, or in any way in connection with your rights of privacy and publicity, will be resolved through final and binding arbitration. WhatsApp and you agree not to combine a Dispute that is subject to arbitration under our Terms with a Dispute that is not eligible for arbitration under our Terms.

Before you commence arbitration of a Dispute, you must provide us with a written Notice of Dispute that includes your (a) name; (b) residence address; (c) username; (d) email address or phone number you use for your WhatsApp account; (e) a detailed description of the dispute; and (f) the relief you seek. Any Notice of Dispute you send to us should be mailed to Meta Platforms, Inc., ATTN: WhatsApp Arbitration Filing, 1601 Willow Rd. Menlo Park, CA 94025. Before we commence arbitration, we will send you a Notice of Dispute to the email address you provide, or other appropriate means. If we are unable to resolve a dispute within sixty (60) days after the Notice of Dispute is received, you or we may commence arbitration.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules in effect at the time the arbitration is started, including the Optional Rules for Emergency Measures of Protection and the Supplementary Procedures for Consumer-Related Disputes (together, the "AAA Rules"). The arbitration will be presided over by a single arbitrator selected in accordance with the AAA Rules. The AAA Rules, information regarding initiating a Dispute, and a description of the arbitration process are available at [www.adr.org](http://www.adr.org). Issues relating to the scope and enforceability of the arbitration provision are for a court to decide. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined in accordance with the AAA Rules.

**Opt-Out Procedure.** You may opt out of this agreement to arbitrate. If you do so, neither we nor you can require the other to participate in an arbitration proceeding. To opt out, you must notify us in writing postmarked within 30 days of the later of: (a) the date that you first accepted our Terms; and (b) the date you became subject to this arbitration provision. You must use this address to opt-out:

WhatsApp LLC

Arbitration Opt-Out

1601 Willow Road

Menlo Park, California 94025

United States of America

You must include: (i) your name and residence address; (ii) the mobile phone number associated with your account; and (iii) a clear statement that you want to opt out of our Terms' agreement to arbitrate.

**Small Claims Court.** As an alternative to arbitration, if permitted by your local "small claims" court's rules, you may bring your Dispute in your local "small claims" court, as long as the matter advances on an individual (non-class) basis.

**No Class Actions, Class Arbitrations, Or Representative Actions For Users Located In The United States Or Canada.** We and you each agree that if you are a WhatsApp user located in the United States or Canada, each of us and you may bring Disputes against the other only on its or your own behalf, and not on behalf of any other person or entity, or any class of people. We and you each agree not to participate in a class action, a class-wide arbitration, Disputes brought in a private attorney general or representative capacity, or consolidated Disputes involving any other person or entity in connection with any Dispute. If there is a final judicial determination that any particular Dispute (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that Dispute (or only that request for relief) may be brought in court. All other Disputes (or requests for relief) remain subject to this provision.

**Place To File Permitted Court Actions.** If you opt out of the agreement to arbitrate, if your Dispute is an Excluded Dispute, or if the arbitration agreement is found to be unenforceable, you agree to be subject to the applicable provision in the "[Dispute Resolution](#)" section set forth above.

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[Accessing WhatsApp's Terms In Different Languages](#)

To access our Terms in certain other languages, change the language setting for your WhatsApp session. If our Terms are not available in the language you select, we will default to the English version.

Please review the following documents, which provide additional information about your use of our Services:

[WhatsApp Privacy Policy](#)

[WhatsApp Intellectual Property Policy](#)

[WhatsApp Brand Guidelines](#)

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No. 500-06-001210-224  
SUPERIOR COURT (CLASS ACTION)  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

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**ALI ELGADI**

Plaintiff

vs.

**WHATSAPP LLC  
and  
META PLATFORMS INC.**

Defendants

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**APPLICATION OF THE DEFENDANTS  
WHATSAPP LLC AND META PLATFORMS  
INC. FOR LEAVE TO ADDUCE EVIDENCE,  
STATEMENT UNDER OATH AND NOTICE OF  
PRESENTATION (art. 574 C.C.P.)  
AND EXHIBITS D-1 AND D-2**

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**ORIGINAL**

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Karine Joizil | Samuel Lepage / Charlotte Simard-Zakaib /  
204930-569185

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BC0847

**McCarthy Tétrault LLP**

Barristers & Solicitors • Patent & Trade-mark Agents

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[Notification@mccarthy.ca](mailto:Notification@mccarthy.ca)

## Rancourt, Francine

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**De:** Rancourt, Francine  
**Envoyé:** mercredi, mai 31, 2023 12:29  
**À:** jzukran@lpclex.com  
**Cc:** Joizil, Karine; Lepage, Samuel; Simard-Zakaib, Charlotte  
**Objet:** NOTIFICATION: 505-06-001210-224 APPLICATION OF THE DEFENDANTS WHATSAPP LLC AND META PLATFORMS INC. FOR LEAVE TO ADDUCE EVIDENCE, NOTICE OF PRESENTATION AND STATEMENT UNDER OATH (ART. 573 C.C.P.) AND EXHIBITS D-1 AND D-2 [MT-MTDOCS.FID3766486]  
**Pièces jointes:** Application by Defendants for Leave to Adduce Relevant Evidence (May 31 2023) with Exhibits D-1 and D-2.pdf

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### SUPERIOR COURT

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CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

N°.: 500-06-001210-224

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**ALI ELGADI**

Applicant

vs

**WHATSAPP LLC,**  
and  
**META PLATFORMS, INC.**

Defendants

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### NOTIFICATION SLIP BY EMAIL (Art. 133 and 134 C.C.P.)

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**MONTREAL, this May 31, 2023**

TIME :

**SENDER :**

Mtre Karine Joizil # 0396 | Mtre Samuel Lepage # 0296 |  
Charlotte Simard-Zakaib # 0219

**McCarthy Tétrault LLP**

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Notification : [notification@mccarthy.ca](mailto:notification@mccarthy.ca)

Our reference : 204930-569185

**NATURE OF THE DOCUMENT**

**APPLICATION OF THE DEFENDANTS WHATSAPP LLC AND META PLATFORMS INC. FOR LEAVE TO ADDUCE EVIDENCE, NOTICE OF PRESENTATION AND STATEMENT UNDER OATH (ART. 573 C.C.P.) AND EXHIBITS D-1 AND D-2**

NUMBER OF PAGES TRANSMITTED (not including the slip) : 28

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**ADDRESSEE(S)**

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276 Saint-Jacques Street, Suite 801  
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[izukran@lpclex.com](mailto:izukran@lpclex.com)

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**MONTREAL - Central Fax Services: Tel.: 514-397-4191 Fax: 514-875-6246**

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**Francine Rancourt**

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Montréal QC H3B 0A2

SVP, pensez à l'environnement avant d'imprimer ce message.

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 Les services judiciaires numériques seront indisponibles ce mercredi 31 mai 2023 entre 18h00 et 19h30. Vous ne pourrez déposer ni payer un acte de procédure ou un document pendant l'arrêt de service. 

## Confirmation de la transmission des documents



### Succès

Vos documents ont bien été transmis.

Numéro de demande : 2023-PROC-00142200

Date et heure de transmission : 2023-05-31 14:23:09

Numéro de dossier judiciaire : 500-06-001210-224

Titre : Application of the Defendants for leave to adduce evidence (art. 574 C.C.P.) and proof of notification

Aucun courriel de confirmation ne sera transmis. Il est recommandé d'imprimer cette page en vue de conserver ces informations pour vos dossiers.

Si des frais judiciaires sont prescrits pour le dépôt d'un acte de procédure ou d'un document, celui-ci ne sera légalement reçu que lorsque les frais judiciaires auront été acquittés en totalité. Le cas échéant, le greffe vous transmettra un avis de paiement par courriel.

Les documents sont traités durant les jours et les heures d'ouverture des greffes de la Cour supérieure et de la Cour du Québec dans un délai de 24h à 48h ouvrables suivant leur transmission en tenant compte des jours fériés, les demandes urgentes étant priorisées dans un délai de moins de 24h.

Pour le dépôt d'un acte de procédure ou d'un document en matière civile ou jeunesse, votre paiement devra être acquitté au plus tard 2 jours après la notification de l'avis de paiement pour que votre document soit considéré comme reçu à la date de son dépôt au greffe.

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