



E-Contracts: Hip to be Square

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CBA Mid-Winter Conference 2015 – Halifax, NS

Document #2798463

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AGENDA

- *General E-Principles*
- *E-Commerce Act*
- *Types of E-Contracts*
- *Sample E-Cases*



E-Principles

- 1 Fundamental Equivalency
(e-copy/hard copy)
- 2 Fundamental Issues
(offer, acceptance, etc.)
- 3 Form vs Substance
(legislation, policy, etc.)

Electronic Commerce Acts

The Basic Premise:

Information shall not be denied legal effect or enforceability solely because of electronic form.

E-Commerce Act

- 1 Offer and Acceptance
- 2 The Means
- 3 The Time and Place



E-Commerce Act

In “Writing” Satisfied

E-Signatures Allowed

Exceptions Noted



E-Agreements Online

Click-Wrap or Click Through (e.g. “I agree” button)

Browse-Wrap or Website Posting (e.g. hyperlinks)

E-Enforcement Issues

- 1 Notice of Terms & Meaningful Review
- 2 Assent to Terms & User Actions
- 3 Contextual Analysis & User Knowledge

Email Negotiation Case

**No Intention to enter
binding agreement
of purchase and sale
of condo**



Website Terms of Use Case

Browse Wrap
Agreement to
arbitrate claims not
valid as no notice
to online user



Online or Offline – e-debate continues...



QUESTIONS

