

Terms and Conditions

Conditional Use

1. **Condition of Use.** Use of the Patient Management Tool developed by Pharma Security Group is conditional on full acceptance of the provisions within this document. Use of Patient Management Tool will constitute acceptance of all conditions and terms. If You (Hereinafter referred to as "You" or "User") do not accept these terms, do not use Patient Management Tool.

2. **Between.** These Conditions and Terms govern the relationship between You and Pharma Security Group Inc., its servants, subsidiaries and agents. (Hereinafter referred to as "Us" or "PSG" or "We".) Any mention of "us" or "PSG" or "We" hereby includes Pharma Security Group Inc. its servants, subsidiaries, affiliates, and agents.

a. Pharma Security Group Inc. is an Ontario corporation.

3. If you are accepting on behalf of your employer or another entity, You represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to the term herein.

Privacy Policy

4. You confirm that you have read, understood and agree to our Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you.

Permitted Usage

5. You may use Patient Management Tool for your own personal or commercial purposes as expressly provided by these Terms and Conditions. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sub-license, or create derivative works from your use of Patient Management Tool or any use of this Website or the Content. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device,

or manual process to monitor or copy Patient Management Tool and/or this Website and/or the Content. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of Patient Management Tool and/or this Website. Any unauthorized use of Patient Management Tool and/or this Website and/or its content is prohibited.

Input of Information

6. You are solely responsible for the accuracy and completeness of any information inputted into the Patient Management Tool program including but not limited to information that we may input on your behalf. Please be sure to check any information that may be been inputted on your behalf. We are not responsible for any injury resulting from any error and or omission, however caused or arising.

7. Even if you take all steps correctly, the Patient Management Tool may fail to provide You and Your patients with an appropriate level of service or may fail to alert Your patients at all.

8. Information inputted will be used to make automated voice calls or to send text messages. While we hope you are pleased with such calls and text messages, you agree that such phone calls and text messages may be sent at an incorrect time, and / or may not be sent at all. You hereby agree that PSG shall not be liable for same, and You will not seek to hold PSG liable.

9. You agree to accept use of the Patient Management Tool subject to service interruption(s). Such interruption(s) may be without any notice whatsoever. Such interruption(s) may be caused by numerous occurrences, including but not limited to: failure of technology, information inputted incorrectly, wrong information, information becoming corrupted. Even where such failure(s) are foreseeable, and/or caused by negligence and/or the fault of PSG, you agree that PSG shall not be liable.

Claims of Copyright Infringement & Counter-Notification

10. We respect the copyrights of others. If you believe in good faith that materials hosted by us infringe on your copyrights, please send us a written notice that includes the following information (please note that we will not process your complaint if it isn't properly filled out or if the complaint is incomplete):

- a. A clear identification of the copyrighted work you claim was infringed;
- b. A clear identification of the material you claim is infringing the copyrighted work, and information that will allow us to locate that material on the Website, such as a link to the infringing material;
- c. Your contact information so that we can reply to your complaint, preferably including an email address and telephone number;
- d. A statement that you have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
- e. A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- f. The notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- g. Notices with respect to Patient Management Tool and / or Website should be sent to us by

email to info@pharmasecurity.com or at:

Pharma Security Group Inc.
1-8000 Bathurst Street
PO Box 30116
Vaughan, ON L4J 0B8

11. We will review and address all notices that comply with the requirements above. If we remove or disable access in response to such a notice, we may notify the owner or administrator of the affected site or content so that he or she can make a counter notification.

12. We suggest that you seek legal counsel before filing a notice. Any misrepresentations in your notice regarding whether content or activity is infringing may expose you to liability for damages (including costs and lawyers' fees).

Links

13. We may provide links to other websites. Links are not intended to imply sponsorship, affiliation or endorsement. Such links are provided for convenience purposes. We are not responsible for the privacy practices or the content of such websites and their operations.

Access to Website

14. We value your interaction with our Patient Management Tool and this website, but in an effort to promote a better experience we reserve the right to suspend, or cancel any membership, and/or restrict your access to this site for any reason, or no reason, at our sole discretion. Moreover our Patient Management Tool and / or the entire website may be made unavailable at any time. These occurrences may occur without any notice of any kind.

Use of Patient Management Tool

15. You are in the best position to protect your own interest(s), and shall be responsible for doing so at all times. Due to the complexities involved with operating, creating, and maintaining our Patient Management Tool and this website, we are unable to assume any responsibility for your care and/or any liability whatsoever.

Practice

16. Your account will be debited each month for each pharmacy location you have setup with our system. You agree that your account will be debited each month at an agreed upon rate per pharmacy location, even if no phone calls and/or text messages are sent out. Each pharmacy location will include a combined 2,000 phone calls and text messages per month, which will expire on the last day of each month. An additional charge may be applied (at the discretion of PSG) of \$0.05 per phone call and \$0.05 per text message, if this limit is exceeded.

17. Cancellation - If you wish to cancel your subscription you may do so at any time by calling 1-866-345-2465 and expressly indicating that you would like to disable your system.

18. You authorize PSG to keep on record any credit card number provided, and authorize PSG to charge the credit card for any amount owing.

19. If you have an answering service, our automated system may leave a message with it, although in some instances it may not.

20. You agree to use our Pharmacy Management Tool only to service North American phone numbers – and shall not use our Pharmacy Management Tool to call 900 numbers or other, pay per call, or reverse charge numbers, or the like. If such number is entered you agree to be responsible for any and all charges of such calls, as charged to Us, plus an administrative fee of CAD \$100 per instance. You hereby authorize us to charge your credit card for this amount.

21. Use of this service is **conditional** on the Pharmacy following the **Canadian Radio-television and Telecommunications Commission** (“CRTC”) rulings for voice and text communications. This includes, but is not limited to the CRTC Unsolicited Telecommunications Rules, and Canada’s Anti-Spam Legislation and its regulations.

22. You hereby authorize PSG to process credit card payments through 3rd party providers, Including but not limited to PayPal.

23. You authorize PSG to use your personal information to enhance its own products and to Develop services, such information may be aggregated and used for other purposes.

Communications

24. You hereby authorize us to contact you via e-mail, telephone, regular mail, or by other means, seeking comment on services, communication offers from our partners, promotions, and/or information that we believe may interest you.

25. You authorize us to provide, or cause to be provided to you, information from 3rd party sponsors, at our sole discretion. Such information may include but shall not be limited to: advertisements, public service announcements, etc.

We Provide

26. Use of Product(s)

- a. Pharmacy Management Tool is a modern novelty, not intended to be used for any particular purpose and may not be suitable for any purpose.
- b. Pharmacy Management Tool is not intended to and should not be used to replace your own diligence, ordinarily required to ensure proper notification of all reminders that you intend to use our Pharmacy Management Tool for.
- c. Our Pharmacy Management Tool is not to be relied on for any purpose.
- d. At all times the Pharmacy and the Pharmacy's Users are responsible for their own medication management, independent of any assistance that this Pharmacy Management Tool may, or may fail to provide.
- e. Due to the size of the service and the nature of technology we are unable to ensure or monitor the accuracy of any service and / or product. You agree that you shall arrange primary and backup alert(s) in addition to the Pharmacy Management Tool to ensure proper notification of all alerts that you intend to use the Pharmacy Management Tool for.

f. PSG does not provide medical advice, no information provided by or through PSG constitutes medical advice. Pharmacy and their Users will not rely on any information provided by or through PSG product and / or service as advice.

g. At all times Pharmacy's Users will follow the advice of competent medical professionals. PSG has no knowledge of such advice, and is not responsible for such advice.

Information Provided

27. While we have every intention to safeguard your personal information, due to the nature of internet and other technologies we are unable to provide any guarantee, warranty, or promise as to the security of same. All electronic information may be vulnerable to hackers, viruses, malware, glitches, and may be intercepted during transmission.

Information you provide to us is no different.

28. All information that is provided to us may be stored electronically.

29. Pharmacy and their Users agree that they will not take action or inaction arising out of or relating to any use of the Pharmacy Management Tool and /or this website and / or anything appearing herein, any action and/or inaction shall be made upon the advice of a medical professional.

No Warranty

30. IN ORDER TO PROVIDE YOU WITH THIS SERVICE, WE ARE UNABLE TO OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS OR OPPORTUNITIES THAT YOU MAY OBTAIN FROM ANYTHING RELATING TO OR ARISING OUT OF OUR RELATIONSHIP.

31. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

32. OUR PHARMACY MANAGEMENT TOOL AND THIS WEBSITE IS MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY OF ANYTHING ARISING OUT OF OR RELATING TO YOUR INTERACTION WITH US, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THIS PHARMACY MANAGEMENT TOOL AND / OR ANY INTERACTION WITH US WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE.

33. TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS HAVE BEEN MADE, YOU HEREBY AGREE THAT SUCH STATEMENTS, ARE TO BE CONSTRUED MERELY AS NONBINDING EXPRESSIONS OF POLICY NOT AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES.

Limitation of Liability

34. Use of Patient Management Tool is accompanied by inherent risks, you hereby assume all risk(s) involved and associated with the use of same.

35. Due to the many complexities involved in facilitating the creation of the Patient Management Tool we are not able to be held responsible for: programming, construction, design, formulation, development of standards, preparation, processing, assembly, inspection, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labelling of any service and / or product.

36. Due to their unpredictability we shall not be liable for consequential damages, incidental damages, indirect damages, exemplary damages, or punitive damages.

Liquidated Damages

37. If despite the limitations agreed to, to the extent which you may suffer and / or seek damages from us, however so arising including but not limited to claims arising under: contract, tort, other legal theories, or specific statute; due to the difficulty in calculating damages at the point of agreement, and in an effort to

pre-determine costs, all parties agree to liquidated damages in the aggregate of \$100.00 Canadian funds. We have relied on this clause at considerable expense. We are not an insurer. You shall be solely responsible for insuring yourself, for any and all damage(s) greater than this amount agreed to herein.

Limitations Agreed

38. You agree not to use the Patient Management Tool in connection with any unsolicited advertising, marketing, or other activities, including, without limitation, any activities that violate any laws and regulations.

39. You agree not to use the Patient Management Tool in connection with any unsolicited or harassing messages, including but not limited to unsolicited or unwanted phone calls SMS or text messages, voice mail, or faxes.

Promotions

40. From time to time, and as We see fit We may offer promotions. Participation in any promotion may be conditional to acceptance of separate terms and conditions.

41. Such promotions are as is and as available, and may be altered and / or revoked at any time at the sole discretion of PSG, without any notice, and without liability whatsoever.

General

42. **Entire Agreement.** This writing contains the entire agreement between You and Us.

43. **No Other Representations.** There are no warranties, representations, or agreements, other than those referenced in this document.

44. Nobody is permitted to vary the terms and conditions found within this document.

45. **Use of Materials.** Materials provided by or through this website including, but without limitation, design, text, editorial materials, informational text,

photographs, illustrations, artwork and other graphic materials, and names, logos, slogans, trademarks and service marks (collectively referred to as the "Materials"), are the property of Us, and our licensors, are protected by copyright, trademark and other intellectual property laws. No rights or license is acquired in any trademark, copyright, or other intellectual property rights in or to the Materials found on this site.

46. **Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

Dispute Resolution

47. All disputes shall be finally resolved by arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Vaughan, Ontario. The language of the arbitration shall be English. All disputes and claims arising hereunder shall be determined in accordance with the laws of the Province of Ontario and the courts of such Province shall have exclusive jurisdiction to hear and determine the same.

48. **Choice of Venue.** Vaughan, Ontario, Canada shall Have Exclusive Jurisdiction for any matter arising out of or relating to this agreement and / or this website.

49. **Choice of Law.** The laws of the province of Ontario, Canada, without regard to its conflict of laws principles, shall exclusively apply, to all matters whatsoever arising under, in connection with, or relating to, this agreement and/or this website. These conditions and terms are to be both constituted and interpreted in accordance with the laws of Ontario.

50. **Claims Limited.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this agreement or this website must be filed within one (1) year after such claim or cause of action first arose, or shall be forever barred.

51. **Claims Filed.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this agreement or the product must be

filed within one (1) year of entering into this agreement, or shall be forever barred.

52. YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

53. You agree that, by entering into this Agreement, You and Us are each waiving the right to a trial by jury or to participate in a class action.

54. Terms

- a. You acknowledge that the terms contained herein may be altered by Us without notice.
- b. Both parties will continue to be bound by altered terms.
- c. You have a continuous obligation to review the terms of this agreement as found on this website.

Indemnification

55. If you bring a case against us, seeking a total amount great than the agreed liquidated damages, you hereby agree to indemnify us for all fees expended in defending such claim.

56. You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third Parties as a result of:

- a. your breach of this Agreement or the documents referenced herein;
- b. violation of any law or the rights of a third party;
- c. your use of the Patient Management Tool and / or of this Site; or
- d. your use of the Patient Management Tool and / or this Site for, or on behalf of, a third Party.

57. **No Costs.** You agree that despite anything to the contrary you shall not be entitled to, and will not seek any costs and / or fees from Us relating to, and / or arising from any case brought.

58. **No Waiver.** No delay, failure, or waiver of PSG's exercise or partial exercise of any right or remedy under the terms and conditions bound in this agreement will operate to subsequently: alter, limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy.

59. **Interpretation.** If any provision is found to be inconsistent with another provision of this writing, such provision(s) shall be interpreted in a manner allowing for the greatest possible intended meaning of the entire agreement. Where not possible, inconsistent provisions shall be severed, but only to the extent necessary to remedy such inconsistency. Such provision or provision(s) will be severed from the agreement in a manner allowing for the largest part of the agreement to remain in full force and effect.

60. **Headings** are included for convenience purposes only and they do not form part of these terms and conditions.

61. **Language and Inconsistencies:** Any inconsistency between this agreement as expressed in English and any other language shall, to the fullest extent permitted by applicable law, be resolved by reference to the English version. Les parties ont convenu de rediger cette entente en anglais.