

# TERMS OF USE AND PRIVACY POLICY

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[www.pharmapar.ca](http://www.pharmapar.ca)

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*THESE TERMS OF USE ARE MEANT FOR USERS VISITING WWW.PHARMAPAR.CA WEBSITE OPERATED BY PHARMAPAR INC.*

Reading and understanding our different terms of use is essential to allow the visitors to have a safe and sound use of [www.pharmapar.ca](http://www.pharmapar.ca) ("the Website") operated by Pharmapar Inc. ("**Pharmapar**"). As a matter of fact, there are several rules Internet users have to abide by in order to allow everyone to fully enjoy all the services and resources provided on our Website.

## PRIVACY POLICY

Pharmapar is concerned to respect personal data confidentiality and to commit itself to protect and use it only for the purpose it was collected for. Our policy aims at informing you on our practice in terms of confidentiality. Not only do we intend to inform you on how your personal data will be collected, but also how it will be stored and used.

### SCOPE AND IMPLEMENTATION

Our policy applies to every personal data collected from [www.pharmapar.ca](http://www.pharmapar.ca) Website, but also within the framework of promotional activities carried out by Pharmapar in Canada. The policy falls under the scope prescribed by Québec law; the Act Respecting the Protection of Personal Information in the Private Sector, as well as every legal provision and requirements.

### PERSONAL DATA WE COLLECT AND THE REASON WHY WE DO SO

Pharmapar can collect a few personal data from our Website users, in particular when the latter fill information requests, subscribe to the newsletter, create a personal account or place online orders. Required collected data is essentially names, mailing addresses, phones numbers and email addresses.

That information will be especially used to send our newsletter, to address questions asked and deal with online orders placed by users. The information may also be used to improve our Website content, for marketing studies or in order to design, improve, market products and services or to provide relevant information. Within that framework, information provided by users may be shared with Pharmapar employees.

### ELECTRONIC DATA

Pharmapar can also collect data that is not of personal nature, among which the web browser you are using, the computer configuration used or the domain name of the site from which you followed a link to our Website. Moreover, when a user visits the Website, Pharmapar may send some information on the user's computer under the form of a cookie or similar file. Cookies enable Pharmapar to keep some information about the way the site is used, including date of the most recent visit, browsed pages and downloaded files. Cookies also allow Pharmapar to adjust the Website so it will better respond to users' interests and preferences.

Pharmapar doesn't not mix information obtained from cookies with personal data.

Most of Web browsers allow to delete cookies from computers hard drives, block them or get a message before their implementation.

Please refer to your web browser's instructions to learn more about these functions. If you refuse cookies on your computer, you will still be able to access the Website but your browsing may be affected and it is possible that you may not be able to fully enjoy some services requiring registration.

### HOW YOUR PERSONAL DATA ARE USED, STORED AND SHARED

Pharmapar only uses collected data for the purpose they were meant for. When registering to receive the newsletter, creating an account or placing an order online, users consent to the use and disclosure of their personal data for the purpose described in the hereby policy.

Pharmapar keeps every collected personal data for a reasonable amount of time, whether until completion of the established target or according to the timeframe prescribed by law, whichever time period is the longest.

Once the established target is reached and personal data becomes obsolete or if the user asks Pharmapar to get rid of it, Pharmapar deletes it in a way to ensure protection against unauthorized access or sharing.

Pharmapar does not disclose users' personal data to anyone external to Pharmapar without the expressed consent from the user, with exception to:

- Any entity being part of Pharmapar group or linked to Pharmapar;
- Goods and services providers, whether an organization or an individual, asked to perform certain tasks for Pharmapar (i.e. data processing and electronic payment, document processing, etc.). Pharmapar implements the relevant measures, by means of contract or other form, to make sure that third parties are processing personal data only to provide these goods or services to Pharmapar and that they offer a level of personal data protection similar to what Pharmapar does for the protection of the personal data in its possession;
- Any entity resulting from an amalgamation or administration change in Pharmapar, in whole or in part, and only if parties signed an agreement according to which data collection, use and sharing will be limited to the goals of the transaction;
- Any public authority, when required by the law.

Pharmapar does not share users' personal data with promotional partners unless users agreed on sharing their data with them.

#### SECURITY

Every data is stored on highly secured servers, which protect access to information from unauthorized or malicious individuals. Pharmapar also protects personal data disclosed to third parties in compliance with the hereby policy in order to protect its privacy and the purpose for which they were collected. Only individuals who need to access the information within the framework of their activity (employees or commissioned agent) will be granted to do so.

#### EXTERNAL HYPERLINKS POSTED ON THE WEBSITE

The Website may include hyperlinks towards other Websites independent from the Website. These links are provided out of courtesy. Pharmapar shall not be held responsible for those sites content or policies. Pharmapar recommends reading their privacy policies before using them.

#### PRIVACY POLICY CHANGES

Every now and then, Pharmapar can adjust the hereby policy. Users are invited to read it on a regular basis. Should such a modification occur, an appropriate notice will be posted on the Website.

Please also note that users can access the Website at all times to log into their account and modify or delete any information. Users access their account from the "connection" tab located on the main page at [www.pharmapar.ca](http://www.pharmapar.ca).

## **TRADEMARK AND INTELLECTUAL PROPERTY**

## TRADEMARK

Pharmapar™ and its logo, as well as every other brand names, icons or logos, used on the Website, are trademarks. Unless specified in a written agreement between Pharmapar and a third party, browsing the Website does not grant whatsoever the right to use Pharmapar trademarks.

## INTELLECTUAL PROPERTY

It is strictly forbidden to copy, distribute, transmit, share, represent, reproduce, publish, license, transfer or sell any information found on the Website without prior consent from Pharmapar.

Any legal use of resources, services or other information available on the Website must explicitly mention the source in a visible manner.

For example, if you're using hyperlinks, cropping or any other technological way to refer to the Website, these links must inevitably mention the source, i.e. the Website.

## **TERMS AND CONDITIONS OF PAYMENT**

### PRICING

Every price listed for our products is in Canadian dollar. Every order, no matter where they are originating from, is due in Canadian dollars. Pharmapar reserves the right to modify its pricing at any time, following a government's decision. The products will always be charged based on applicable rates at the time the order was placed.

### MINIMUM ORDER CHARGE

In order to benefit from the online purchasing services offered by Pharmapar, the user must place an order for a minimum of \$75.00. The user is aware that this condition can apply to every payment made for a Pharmapar product, not only for online orders.

### PAYMENT

Your payment can be made by credit card Visa and MasterCard, or by cheque payable to Pharmapar Inc. The amount due will have to be paid according to the payment procedure described when you placed the order. The user agrees to bear the total cost and fees pertaining to the purchased product. Pharmapar can modify the pricing after noticing the user. The latter is the sole responsible for full payment of the purchased product. Pharmapar shall not be held responsible for payment issues related to the operation of our online purchasing services.

## **LIMITATION OF LIABILITY FOR PHARMAPAR**

The Website, along with all the information it contains, is provided "as is" with no express or implied warranty, including but not limited to accuracy, marketability, capacity for a specific use or non-violation of third party rights. Pharmapar is not a healthcare agency and the information available on the Website is strictly composed of data freely accessible to the public and that has not been counter checked by a healthcare professional.

Pharmapar will not be held responsible whatsoever for any damage or prejudice arising from using the Website or the hyperlinks in it, including but not limited to, false information, operating default, error or failure. To be more precise, Pharmapar shall not be held responsible for direct or indirect damages, including but not limited to, loss of profit, withdrawal of the Website services, loss of programs or data, even though Pharmapar is specifically notified on the possibility that such damages arise from the use of the Website or the hyperlinks in it.

Information available on the Website can include technical errors or typos. Updates will be periodically made to the Website or to products and services it promotes. Pharmapar does not give any availability or accessibility warranty to the Website. It is the responsibility of the user to be protected against what could be of destructive nature on the Internet, whatever that would be, including computer viruses.

You are responsible for the decisions you make, the actions you take after visiting the Website and the way you gather information available on the site.

What's more, you are the only one responsible for the confidentiality of the password set for your account and for every damage that would arise from disclosure of your password, should it be intentional or not.

## **APPLICABLE LAW**

The hereby use and privacy policy is regulated by applicable Québec provincial law and any legal dispute arising from using the Website will be submitted to the Montreal district court of justice.

## **ACCEPTANCE OF THE TERMS OF USE AND PRIVACY POLICY**

When browsing the Website, you accept every conditions provided in the hereby terms of use and privacy policy. Pharmapar reserves the rights to modify these conditions at all times, upon which you will be notified by email. When such changes are made, the link to the terms of use and privacy policy, located on the Website main page, will be highlighted in red during the week following such changes in order to inform you. We also suggest you to visit that section on a regular basis.

## **INFORMATION**

If you have any question regarding our terms of use and privacy policy, specifically concerning personal data protection, access, collection, use and sharing, as well as the way you can file a complaint or if you just wish to remove your name from one or several of our mailing lists or to update your personal data, please communicate with us at 514-731-2003 or [info@pharmapar.ca](mailto:info@pharmapar.ca).