

WEBSITE TERMS AND CONDITIONS

Terms of use

The following, as well as the Personal Information Protection Policy (hereinafter defined), constitute an agreement between PROCURE and the website user, as to the terms and conditions of use of the website (the “Website”) which is operated by PROCURE. This agreement takes effect immediately and for an indefinite period of time upon the entering on this Website by the user (the “User”).

By using this Website, the User recognizes and accepts all the terms and conditions of the Website (the “Conditions of Use”) which are reproduced in this agreement. PROCURE shall have sole discretionary powers to modify the Conditions of Use without notice. PROCURE suggests to the User to reread the Conditions of Use from time to time in the event that these have been modified.

General information

This Website is the official PROCURE event Website. No other website that could claim to represent this event is authorized and PROCURE shall not be held liable in any way for such websites.

The contents of this Website are provided for reference purposes only and the information found therein shall not be deemed a sufficient basis for conducting transactions and/or taking decisions of any nature. The information appearing on this Website cannot be substituted for the advice of a doctor, pharmacist or any other health professional and must not be used to self-prescribe drugs or to diagnose a health condition. The User must trust the advice of the health professional that he/she consults.

To obtain any information on the products offered on this Website, the User should contact PROCURE.

PROCURE does not guarantee the availability of the Website and reserves the right to close it down at any time and without notice. PROCURE shall not be responsible for any damages or injury resulting from the closing down of the Website. PROCURE reserves the right to block access to this Website to any User without notice and without the need to provide any justification. PROCURE may control the access and use of this Website. This Website is accessible “as is” and cannot be modified by the User.

Trademarks and copyrights

The names “PROCURE”, and all logos, icons or other designations related to PROCURE and displayed on the Website are trademarks, registered or not, and are the exclusive property of PROCURE or used in accordance with a license agreement. The trademarks listed above are provided by way of example. Such an enumeration shall not be interpreted to exclude any other trademarks currently owned or that will be owned in the future by PROCURE.

This Website and its entire content are protected by copyright. No User of this Website may, without the written consent of PROCURE, reproduce, copy, publish, send, communicate, or use in any manner the material, the information and/or the trademarks displayed on this Website.

Pricing policy

PROCURE takes all the necessary actions to ensure that the prices displayed on the Website are accurate. However, the products offered on this Website, their prices and their availability may differ depending on the number of current orders and manufacturing delays.

The prices and the availability of products may change without notice. Although PROCURE strives to avoid errors on the Website, misprints, illustration or price errors may occur. In such instances, PROCURE reserves the right to make any required correction and will not be held liable for such errors.

All the prices displayed on the Website are expressed in Canadian currency and unless indications to the contrary, delivery charges and applicable taxes are not included (GST, QST, PST or TVH).

Links with other websites

In its effort to offer the User the widest range of information, PROCURE may require assistance from third parties. By way of consequence, PROCURE assumes no responsibility and cannot guarantee the accuracy, timelines or completeness of information originating from a third-party.

Furthermore, it should not be inferred that access to a third-party website from the Website is an approval or an endorsement of the contents of the third-party website by PROCURE. PROCURE disclaims all responsibility regarding the contents of third-party websites and the information provided by these.

At any time, the User may determine whether or not he/she has accessed the Website or a third-party website by verifying the URL address at the top of the screen.

Confidentiality

The User recognizes that any material or information sent via this Website becomes the sole property of PROCURE and consents that PROCURE uses this information.

PROCURE shall not willingly use the name and address of a User without his/her consent, except according to the Personal Information Protection Policy.

PROCURE makes no representation and offers no guarantees as to the confidentiality of the Internet system and/or the electronic mail.

Liability disclaimer

Although PROCURE strives to update and ensure the accuracy of the information on the Website, errors and omissions can occur.

PROCURE, its officers, directors, employees or agents make no representation or offer no guarantee regarding the reliability of the information on this Website and disclaim all liability regarding any damage or injury a User may incur resulting from the use of such information. By way of consequence, the User understands and recognizes that he/she must verify all information before making a decision with respect to the information provided on this Website.

In addition, none of the information on this Website is intended to be a declaration, a guarantee or an advice of a medical nature. For any advice, the User must contact a qualified professional.

By visiting this Website, the User acknowledges and agrees that he/she does so at his/her own risk. Under no circumstance shall PROCURE be held liable for any damage or prejudice that the User could incur while using this Website, including without limitation, the presence of any virus or similar destructive agent that may have infected the Website, regardless if PROCURE could have had prior knowledge of such a risk.

Litigation

The Conditions of Use and the contents of the Website are governed by the laws of the Province of Quebec. Any litigation will be submitted to a competent Quebec court in the judicial district of Montréal.

Should any specific provision of the Conditions of Use be found to be unenforceable by a competent jurisdiction, this will not in any way affect the spirit and the scope of the Conditions of Use, the remainder of which shall continue to be binding.

Should PROCURE fail to exercise one of its rights, this will not be construed as a renunciation for the future to this right or to any of the provisions of the Conditions of Use.

Recourse

The User expressly acknowledges and agrees that PROCURE, its officers, directors, employees or agents cannot in any way be prosecuted for damages incurred by the User as a result of using this Website and no damage whatsoever shall be paid to the User. In addition, the User accepts to compensate PROCURE, its officers, directors or employees for any improper use of this Website and any breach of the Conditions of Use. Should the User incur any prejudice or be in disagreement in any manner whatsoever with the Conditions of Use, the User should exit the Website immediately.

Conclusion

By using the Website, the User acknowledges and agrees to the Conditions of Use and accepts their scope. Therefore the User assumes any and all liability related to the use of this Website and expressly agrees that PROCURE shall be free of any and all liability related to the use of this Website.

PERSONAL INFORMATION PROTECTION POLICY

Introduction

The protection of privacy and the preservation of the confidentiality of personal information have always been a priority of PROCURE.

This personal information protection policy (the “Personal Information Protection Policy”) aims at defining the commitment of PROCURE to the protection of privacy as well as to explain how PROCURE ensures that the personal information obtained from the customers of PROCURE (the “Customers”) remains confidential.

Scope of the personal information policy

The Personal Information Protection Policy governs the collection, use and communication of personal information of the Customers (the “Personal Information”) and does not apply to information that does not constitute “personal information” as defined by the laws governing the protection of privacy.

Collect of the personal information

PROCURE may ask for Personal Information in various situations, such as when Customers:

- purchase, order, return or exchange a product;
- ask for information with respect to a product;
- enter a contest or complete a survey;
- register to participate in an awareness or fundraising event; and/or
- send PROCURE some comments and/or suggestions.

Objectives pursued by the collection of personal information

PROCURE collects Personal Information for the following purposes:

- send information and offers about products, services or medical news;
- understand and analyze Customers' replies, needs and preferences;
- elaborate, improve and offer information, services or products that meet Customers' needs; and/or
- allow Customers to enter promotions, contests or events organized by PROCURE.

Automatic collection of information (cookies)

PROCURE may automatically collect non-identifiable information, more specifically the name of the Internet search engine used by the Customer, the domain name of his/her Internet provider, as well as the type of operating system that is used.

PROCURE uses an option on the Internet search engine of the Customer designated under the name "cookies" which holds the information sent by the server of PROCURE to the search engine of the Customer when a Customer accesses the Website.

Cookies are unable to identify the Customers and do not communicate any Personal Information to PROCURE. Moreover, cookies do not have the capacity to collect other types of information which are located on the hard disk of the Customer.

The Customer may modify the parameters of his/her search engine so that it will refuse the installation of cookies by PROCURE.

Use of the personal information

The Personal Information shall be used solely for purposes specified in this Personal Information Protection Policy. PROCURE shall not give, sell or lease the Personal

Information to any company or person other than those entities affiliated to PROCURE and/or mandated by PROCURE for the purposes associated to the management of the Personal Information and of any other type of information, and the Website.

Only the employees of PROCURE have access to the Personal Information.

Location of the files containing personal information, access, modification and withdrawal

The Personal Information is processed and backed up in confidential and secured data banks located in Montréal, Québec.

At all times, any Customer who wishes to access his/her Personal Information or have it corrected may submit a written request to this effect to PROCURE at one of the following addresses:

If the request is sent via email: admin@procure.ca

-or-

if the request is sent by mail:

PROCURE.

Attention of: Customer Service

1320 Graham Boulevard, suite 110

Town of Mount-Royal, Québec H3P 3C8

At all times, the Customer who no longer wishes to receive electronic marketing or promotional messages from PROCURE may forward his/her request in writing to one of the addresses designated in the previous paragraph or by phone at 514-341-3000.

Consent of customers

By providing the Personal Information and other types of information to PROCURE, the Customer recognizes that he/she has consented, expressly, freely and in full awareness to the collection, communication and use of his/her Personal Information by PROCURE for the purposes specified in the Personal Information Protection Policy.