

## TERMS OF USE AGREEMENT

Last Updated: December 27,2023

**It is important that you read all the following terms and conditions carefully.**

### INTRODUCTION AND DEFINITIONS

The following terms of use and end user license agreement (the "Terms of Use") constitute an agreement between you (collectively, "user", "you" or "your") and NowPills Inc. and its affiliated, subsidiary, and franchise pharmacies ("Pharmacy" or "Pharmacies") who license the "NowPills" name and the NowPills software platform (the "Platform") (collectively, "NowPills", "our", "us", or "we").

NowPills offers the online Platform and the purchase and sale of goods including prescription fulfillment is completed solely between the Pharmacy and the user.

These Terms of Use govern your use of and access to the Site, the Platform which is owned and operated by NowPills Inc. and is provided under license to the Pharmacy, and the Content and/or Services (each as specified below). These Terms of Use are applicable only to those accessing the Site in Alberta. Do not access the site if you are outside Alberta. If you are accessing the site, you confirm you are accessing the Site from Alberta. These Terms of Use are a legally binding agreement between you and NowPills and between you and the Pharmacy.

For the purposes of these Terms of Use:

"Content" means any expression fixed in a tangible medium and includes, without limitation, ideas, text, comments, video, audio, images, graphics, designs, drawings, animations, logos, trademarks, copyrights, information, data, software, scripts, tasks, activities, and any intellectual property therein, any of which may be created, submitted, or otherwise made accessible on or through the Site and/or Services.

"Patient Representative" means a person who consents to act and is authorized to act on the patient's behalf to manage the user's prescriptions and Services in compliance with applicable laws and regulations.

"Services" means all services made available by the Pharmacy through the Site and/or the Platform.

"Site" means the <https://www.NowPills.ca> and its related webpages and sites (including, without limitation, any mobile optimization website).

"Platform" means the NowPills' platform including the NowPills' mobile applications which are provided under license to the Pharmacy.

## ACCEPTANCE OF TERMS AND CHANGES AND REVISIONS

***Carefully review these Terms of Use and, if you do not agree with them, you are not permitted to access or use the Site, Content or Services and you should exit the Site, cease using any or all of the Site, Content or Services immediately and, if you have downloaded or installed any of the Content on to your devices, uninstall the Content from such devices immediately.***

By accessing the Site or Platform, submitting information to us or downloading, installing or using any of our Content or Services you accept these Terms of Use. If you do not accept these Terms of Use you must not submit information to or register an account with us, access the Site or download, install or use any of the Platform Content or Services. ***If you are under the age of fourteen (14), you are not permitted to access or use the Site, the Platform, Content or Services and you must exit the Site and cease using the Site, the Platform, Content and Services immediately and have a parent or guardian access or use the Site, the Platform, Content and Services on your behalf.***

We reserve the right, acting in our sole discretion and at any time, to revise these Terms of Use. We will give you notice of such revisions by posting the revisions to the Site. It is your responsibility to ensure that you are aware of the current Terms of Use when you access or use the Site, the Platform, Content or Services. If you continue to access or use any of the Site, the Platform, Content or Services after any revisions to these Terms of Use are posted, you will be deemed to have accepted those revisions.

## MEDICAL EMERGENCY

DO NOT USE THE SITE FOR MEDICAL EMERGENCIES. IF YOU HAVE A MEDICAL EMERGENCY, ***CALL 911 IMMEDIATELY***, OR CALL A PHYSICIAN OR QUALIFIED HEALTHCARE PROVIDER. UNDER NO CIRCUMSTANCES SHOULD YOU ATTEMPT SELF-TREATMENT BASED ON ANYTHING YOU HAVE SEEN OR READ ON THE WEBSITE.

## GENERAL INFORMATION

The information provided on the Site is for informational purposes only and is not professional medical advice, diagnosis, treatment, or care. This information is not a substitute for professional health care. Always seek the advice of a properly licensed pharmacist, physician or other qualified health care provider concerning any questions you have regarding information obtained from this Site and any medical condition you believe may be relevant to you. Never disregard professional medical advice or delay in seeking it because of something you have read on this Site. Always consult your pharmacist, physician or other healthcare provider before embarking on any new treatment. Information on the Site is not exhaustive and does not cover all diseases, ailments, physical conditions or their various treatment options.

## **NO PHARMACIST-PATIENT RELATIONSHIP**

Use of this Site does not establish a pharmacist-patient relationship between you and any of the pharmacists at a NowPills Pharmacy. The Site is not intended as a solicitation of individuals to become patients or clients of Pharmacy. A pharmacist-patient relationship will only be established following an in-person communication between you and a NowPills pharmacist following your creation of a client profile through the patient portal services of the secured Platform.

## **DRUG DISPENSING REQUIREMENT POLICIES**

### **General**

You must have a valid prescription from a physician or other healthcare professional licensed to practice and prescribe medications in Canada. Please note that only your doctor or healthcare professional can fax a prescription to the Pharmacy according to the regulations established by the applicable provincial College of Pharmacy.

The Pharmacy accepts prescriptions transferred from your old pharmacy. If you provide us with the name and confirm the correct pharmacy contact information of your old pharmacy and select the transfer of prescriptions service, you are consenting to the transfer of your prescriptions and we will coordinate the transfer for you.

To save time, you can use the Platform to take a picture of your prescription and submit it directly to us. We will validate the prescription picture with the prescriber. We may use the picture to check your insurance coverage or to order the required medications. If your prescription changes, have your doctor fax it directly to the Pharmacy, and we will update your file.

Before any prescription is released for shipping, a pharmacist will be in contact with you to discuss your medication for counselling. If you have a clinical question, you can privately consult with a pharmacist by calling the Pharmacy during the posted hours of operation.

### **Narcotics Policy**

The Pharmacy dispenses narcotics, controlled and targeted substances where permitted. Such deliveries may be limited to our local delivery area. For more information on the available delivery area, please contact the Pharmacy directly.

## **Refills**

If you have refills of your medications at another pharmacy, submit a transfer request of your prescription from the other pharmacy to us (NowPills Pharmacy). You can submit a transfer request through the Platform including the App or by phone.

When your prescription is due for a refill, the Pharmacy will notify you by phone or secure Electronic Communication. When you receive a refill notification, access the Platform and you will be shown how much medication you have left on your prescription and be given the option to refill your prescription, which will be shipped to you directly. When you are running out of refills, with your consent, the Pharmacy may contact your doctor or healthcare professional (when available) to get a new prescription. We will notify you promptly if we run into any issues with renewal.

If you need to refill a prescription early, are planning on travelling or going on vacation, call the Pharmacy and let us know the dates you will be away at your earliest convenience.

## **Safety and Quality**

The Pharmacy advises you to always follow your doctor or healthcare professional's instructions for taking your medication: take the prescribed amount of the medication for the prescribed length of time as advised by your physician. This is the best thing you can do to make sure you get the full benefits from your medication and prevent additional health complications. We understand that some medications may have unpleasant side effects or be difficult to administer, and that is why the Pharmacy's pharmacists are available to offer clinical advice when dealing with these issues. The Pharmacy only dispenses medications that have been approved for sale by Health Canada.

## **Packaging and Child Safety Waiver**

A pharmacy is required to dispense medication in a child-resistant container unless the patient has signed a waiver or verbally requested a non-safety vial or container or where a child-resistant container is not suitable due to the physical nature of the pharmaceutical.

POCKETPACKS/BLISTERPACKS ARE NOT CHILD RESISTANT AND SHOULD BE KEPT OUT OF REACH OF CHILDREN AT ALL TIMES. YOU ARE RESPONSIBLE FOR ENSURING NECESSARY SAFEGUARDS ARE IN PLACE TO KEEP CHILDREN FROM ACCESSING OR TAMPERING WITH YOUR MEDICATIONS STORED IN POCKETPACKS/BLISTERPACKS. BY REQUESTING POCKETPACK/BLISTERPACKS YOU ACKNOWLEDGE THAT YOU ARE REQUESTING PACKAGING THAT IS NOT CHILD-RESISTANCE AND ARE ACCEPTING THE RISKS THEREIN.

## **TERMS OF USE OF THE PLATFORM**

The Platform is owned by NowPills Inc and is licensed to the NowPills pharmacies. The Platform is made available to users under license. NowPills Inc. is responsible for all content on the Platform and the Pharmacy is responsible for all products and services obtained through the Platform.

### **Changes to the Platform**

NowPills reserves the right, acting in its sole discretion and with or without prior notice to you, to do any of the following:

- modify, suspend or terminate operation of, or access to, any portion, features or functions of the Platform, Content or Services including, but not limited to, hours of availability, geographical availability and applicable policies or terms;
- make changes to any fees or charges, if any, related to your use of the Platform, Content or Services;
- make changes to the equipment, hardware or software required to use and access the Platform, Content or Services; and
- Interrupt the Platform, Content or Services, or any portion thereof, as necessary to perform routine or non-routine maintenance, error correction or other modifications.

### Updates and Discontinuance of Platform or Services

You acknowledge and agree that NowPills may update, modify, patch or discontinue any aspect of the Platform or Services, by remotely installing updates and patches or otherwise, without your consent or approval and with or without prior, or any, notice to you and that the Terms of Use apply to those updates and modifications. We do not have any obligation to provide updates or modifications or to continue to provide particular Services.

NowPills reserves the right, at any time and without notice or liability to you, to update, modify or reset certain parameters of the Platform or Services any of which may impact your use of the Platform and/or Services.

## USE OF SERVICES AND YOUR ACCOUNT

### Your Account and Security

In order to access and use certain features of the Platform or Services you may be required to register an account (the "Account") through the Platform or Services. When you register or update an Account, you will be required to provide us with certain personal information, which may include your name, e-mail address, telephone number, date of birth, care card or provincial personal health number, medication and prescription information, information regarding allergies, medical history, gender, insurance information, payment information, selected user name and password (the "Login Information"), and to grant express consent to the Pharmacy and to NowPills to contact you through the telephone number and e-mail address provided. This Login Information will be retained and used by us in accordance with the [Privacy Policy](#). You agree that all Login Information provided by you will be accurate and complete and that you will promptly update such Login Information if and when it changes.

You are responsible for protecting the confidentiality of your Login Information, and for restricting access to your computer, device or media system platform, and you agree to accept responsibility for all activities that occur under your Account. You are not permitted to share your Account(s) or Login Information or to allow any other person to access to your Account(s). You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Login Information or your Account(s), or any other security breach involving your Account(s) or the Site or Services at [care@NowPills.ca](mailto:care@NowPills.ca). We are not responsible for any unauthorized access of your Account(s) or Login Information even if you have advised us of such. You are responsible for all activities that occur under your Account(s), including but not limited to purchases, whether or not such activities have been authorized by you. NowPills strives to ensure the security of users' data and Accounts; however, we cannot guarantee that unauthorized third parties will not circumvent our security measures.

### Accessing your Account(s)

Each time that you log into and access an Account, you represent and warrant that:

- you are the person who registered the Account;
- all of the personal information registered in connection with the Account is current, complete and accurate;
- you are accessing the Platform and using the Services solely for lawful purposes and in strict compliance with these Terms of Use;
- you are accessing the Site or Services solely for your own personal, non-commercial purposes;
- you are not, and are not acting on behalf of, any competitor or prospective competitor of NowPills or its affiliates or subsidiaries;

- you are not accessing the Platform or Services for the purposes of any dispute or litigation involving NowPills; and
- you are not accessing the Site or Services for any illegal purpose or to advertise, solicit or communicate with other users for any commercial purpose.

### Patient Representative Account Settings

You may add a family member or caregiver to your Account as your Patient Representative for the purpose of that Patient Representative managing your prescriptions and Services on your behalf. You are responsible for ensuring that the contact information for this Patient Representative is current, complete and accurate. The act of adding a Patient Representative to your account will give access and constitutes deemed consent for that individual to manage your prescriptions and Services on your behalf. This Patient Representative will then be contacted and asked to provide his or her consent to be your Patient Representative. This Patient Representative must not be a minor. After this process is completed, your Patient Representative will have the ability to manage your prescriptions and Services as an additional user whose Account is added to your Account.

You may also add a family member or person to whom you are a caregiver or representative to your Account for the purposes of managing this user's prescriptions and Services as a Patient Representative. If this user is an adult, you must provide his or her basic contact information. You are responsible for ensuring that the contact information for this user is current, complete and accurate. By adding a user to whom you are a caregiver or representative to your account, you are deemed to consent to being a Patient Representative for this user. This user will then be contacted and asked to provide his or her consent for you to be his or her Patient Representative. You may also act as a Patient Representative for a minor to whom you are a parent or legal guardian. The minor's consent is not required. After this process is completed, you will have the ability to manage the user's prescriptions and Services through your Account.

### Service Monitoring and Suspension

NowPills may monitor, terminate or suspend your Account or our Services at any time. NowPills may immediately, and without prior notice, terminate your ability to access each or both of the Platform or Services or portions thereof for any reason including, without limitation: (i) if you violate or otherwise fail to strictly comply with any term or provision of these Terms of Use; (ii) if we have determined that your use has created or potentially created risk or legal exposure for NowPills; or (iii) in response to requests by law enforcement or other government agencies. Upon termination of your access to the Platform or Services or portions thereof for any reason, you must cease use of your Account(s), cease accessing the Platform and Services and promptly destroy all electronic and other copies of all Content, including all related documentation.

You acknowledge and agree that any termination or suspension of your Account may be made by us in our sole discretion and that we shall not be liable to you or any third-party for any termination or suspension of your Account, your access to the Site or Services.

Following any suspension of Services or termination of your Account, upon request, the Pharmacy will transfer your prescription to a pharmacy licensed in Canada of your choosing if the drug does not contain a controlled substance, and the transfer occurs between a registrant and another registrant or an equivalent of a registrant in another Canadian jurisdiction. The Pharmacy will ensure that continuity of care is provided in such a case.

#### Consent to Receive Electronic and Telephonic Communications

You consent to receive telephonic communications from NowPills and the Pharmacy and electronic communications either in the form of email, SMS, MMS, or push notification to your mobile or electronic device or other forms of electronic messages sent to you at the addresses and accounts listed on your Account or by communications posted on or notifications through the Site and/or the Platform (collectively, "Electronic Communications"). You acknowledge and agree that any Electronic Communication shall satisfy any legal requirement that such communication or notification be in writing.

Upon registering an Account, you may receive Electronic Communications regarding the operations of our Services. You cannot opt-out of receiving these communications while you continue to use our Services. ***You may also receive promotional Electronic Communications while you use our Services. You can stop these Electronic Communications at any time by using the unsubscribe feature located in the footer of such Electronic Communications, where applicable, or by managing your Account settings accordingly.*** You may also use the settings on your mobile or other electronic devices to disable push notifications at any time. You cannot opt-out of Electronic Communications in the form of general notices on the Site to all users.

#### Text and Mobile Messaging Consents

Without limiting the generality of the foregoing, by downloading or using our applications, the Site, the Platform and the Services you agree that we may communicate with you regarding the Site, our Platform or Services or respond to your communications to us through the Services by Electronic Communications, including SMS, MMS, text message, push notifications or other electronic means directed to your mobile device.

#### **DEVICES, MOBILE SERVICES AND MARKETPLACES**



The Site may be available through certain mobile or other personal electronic devices. You acknowledge and agree that NowPills is not responsible for ensuring that your device's software is compatible with the Site or that you can use or access the Site or the Services through your particular device. If you are accessing the Services or the Site through a mobile device, you should check with your carrier to understand what voice, data and messaging rates will apply. In addition, the terms and conditions of the app store or marketplace from which you may have downloaded our application will also apply.

### Digital Marketplaces and App Stores

If you download our applications from a third-party marketplace or app store (the "App Provider"), you acknowledge and agree that:

- the Terms of Use are an agreement between us, and not with the App Provider; as between NowPills and the App Provider, NowPills is solely responsible for the applications;
- the App Provider has no obligation to provide any maintenance and support services with respect to the applications;
- in the event of any failure of the applications to conform to any applicable warranty, (i) you may notify the App Provider and the App Provider may refund the purchase price for the applications to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be, as between NowPills and the App Provider, NowPills' responsibility;
- the App Provider is not responsible for addressing any claims you have relating to the applications or your possession and use of the applications;
- if a third-party claims that an application infringes another party's intellectual property rights, as between the App Provider and NowPills, NowPills will be responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use;
- the App Provider and its subsidiaries are third-party beneficiaries of these Terms of Use as it relates to your license to the applications and, upon your acceptance of these Terms of Use, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the applications against you as a third-party beneficiary thereof; and
- You must also comply with all applicable third-party terms of service when using the applications.

### Application License

We hereby grant you a personal, non-exclusive, non-transferable, non-sub-licensable, revocable license to use our applications downloaded directly from a legitimate marketplace or app store, solely in object code format and solely for lawful purposes. With respect to any open source or third-party code that may be incorporated in the applications, such open source code is covered by the applicable open source or third-party end user license agreement, if any, authorizing use of such code.

#### Limited End User License

Subject to your strict compliance with these Terms of Use, NowPills hereby grants you a limited, revocable, non-exclusive, personal, non-transferable license, without the right to sublicense, to access and use the (i) Site and (ii) Services which you have downloaded, installed, purchased or subscribed for, as applicable, on a single computer, mobile device or media platform (the "License"). You shall not acquire any ownership rights in the Content or in any of the Services or the Site. Except as expressly permitted under these Terms of Use you will have no rights to, either directly or indirectly, own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, transmit, modify, adapt, enhance, improve, create any derivative works from the Site or Services, disclose any part or feature of the Site or Services that NowPills has not publicly disclosed, or to display, distribute, publicly perform or any other way exploit, the Site, Services or the Content in whole or in part. You acknowledge and agree that we may modify, suspend or remove any Content or features of the Site or Services at any time. For further certainty, you hereby acknowledge and agree that the general health-related data and information made available to you under the License is NowPills' exclusive property and is of essential value to NowPills and you shall not aggregate and/or republish, in whole or in part, any of the general health-related data and information.

#### End-User License Term

The term of your License commences on the date of your acceptance of these Terms of Use and shall end on the earlier date of your or NowPills' suspension or termination of your Account. Your License shall terminate immediately, automatically and without notice if you attempt to circumvent any technical protection measures used in connection with the Site or Services or you otherwise breach these Terms of Use.

#### PAYMENT TERMS

##### **Payment Procedure**

NowPills will provide you with an invoice for each transaction which includes the cost of your prescription and any over-the-counter medications. No charges are made without notifying you or your Patient Representative first before every shipment. NowPills, through its third-party payment processor Moneris, accepts all major credit cards. We will charge your portion (if applicable) to the Visa, MasterCard or American Express you provide at the time of joining. It is your responsibility to make sure you pay your portion for your prescription and cover the cost of any over-the-counter products you purchase or your Patient Representative purchases on your behalf from NowPills. If you cannot make a payment on time, call the Pharmacy to set up a payment plan.

NowPills works with all major insurance plans.

Any outstanding balance after applying the pharmaceuticals coverage under your insurance will be charged to you as a copayment. You will be provided with a receipt for each prescription dispensed. When you make a purchase or your Patient Representative makes a purchase on your behalf, you or your Patient Representative must designate and provide information about your preferred payment method, including your insurance information and applicable credit card information for any copayment ("Payment Method"). When you provide any payment account information to NowPills, you represent to NowPills that you are the authorized user of that payment account or insurance policy. The initial claim will be directed to your drug plan first and to a spouse's insurance plan second. You should submit claims for dependent children first to the plan of the spouse whose birth date is earliest in the year.

If you have any prior authorizations, NowPills will work with your doctor and insurance company to handle it. We'll be in touch with you so that you know how long the process will take.

### Payment Terms

By making a purchase yourself or by your Patient Representative making a purchase on your behalf through the Site or Services, you agree to our Terms of Use, and any additional terms and conditions that are provided here. By making a purchase, you agree to pay any fees or other incurred charges that apply to the products or services purchased. This information must be complete and accurate, and you are responsible for keeping it up to date. You hereby expressly authorize us to collect from your Payment Method the appropriate fees charged for the purchases you or your Patient Representative elect to make. All fees due for purchases are payable at the time of purchase, and will be billed automatically to the Payment Method when the purchase is made. The Pharmacy is responsible for any applicable charges and may, in its sole discretion, accept or reject an order you have placed.

### Fee Changes

To the maximum extent permitted by applicable laws, we may change the fee we charge for products or Services at any time. We will give you reasonable notice of any such pricing changes notifying you by phone or through Electronic Communication.

## **E-COMMERCE TRANSACTIONS**

You acknowledge and agree that only an adult (a person who has attained the age of majority in their local jurisdiction) can enter into and complete a transaction involving the payment of actual money. All payments must be remitted through an account of a payment provider or processor approved by NowPills and you agree to abide by the terms and conditions applicable to that payment method. NowPills, or its approved third-party payment provider or processor will automatically charge your Payment Method, plus any applicable taxes we are required to collect, where you authorize us to do so. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR PAYMENT ACCOUNT(S). YOU UNDERSTAND AND AGREE THAT ONCE YOU AUTHORIZE US OR OUR APPROVED PAYMENT PROVIDER OR PROCESSOR TO CHARGE YOUR PAYMENT ACCOUNT(S) OR THE ASSOCIATED CREDIT CARD FOR A CERTAIN AMOUNT, SUCH AMOUNT IS NOT REFUNDABLE IN WHOLE OR IN PART AND UNDER ANY CIRCUMSTANCES. INCLUDING, WITHOUT LIMITATION, UPON TERMINATION OR SUSPENSION OF YOUR ACCOUNT(S) FOR ANY REASON, TERMINATION OF THESE TERMS OF USE OR INTERRUPTION OR DISCONTINUATION OF THE SITE, SOME OR ALL OF THE CONTENT OR SERVICES. In all cases, your order will represent your offer to NowPills to acquire the product or service ordered, which offer will be deemed to have been accepted by NowPills when your payment account is charged.

## **CONTENT OWNERSHIP AND USE**

### **Trademarks, Logos and NowPills' Branding**

The trademarks, logos, signs, symbols, images and brands ("Marks") displayed on the Site are the property of NowPills Inc. or our third-party licensors. You are prohibited from using any Marks for any purpose including, but not limited to, use as metatags on other pages or sites on the Internet without the written permission of NowPills Inc., which permission may be withheld in the sole discretion of the owner of the relevant Marks. Should you wish to contact NowPills Inc. with respect to a trademark issue, email [admin@NowPills.ca](mailto:admin@NowPills.ca). All Content available on or through the Site or Services is protected by intellectual property laws. You are prohibited from modifying, copying, distributing, transmitting, displaying, publishing, selling, licensing, creating derivative works or using any Content for commercial or public purposes.

## **LINKED SITES AND THIRD-PARTY SERVICES**

## **Linked Sites**

NowPills prohibits caching unauthorized hypertext links to the Site and the framing of any Content available through the Site. NowPills reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Content available on any other Internet sites linked to the Site. Access to any Linked Sites is at your own risk. You should be aware that Linked Sites may contain rules and regulations, privacy provisions, confidentiality provisions, transmission of personal data provisions, and other provisions that differ from those provided on the Site. NowPills is not responsible for the policies, practices, condition and operation of any Linked Sites, and expressly disclaims any and all responsibility and liability to you if you access or use a Linked Site.

## **Services not Controlled by NowPills Inc. or NowPills Pharmacy**

Some of the Content or Services may be accessible or give you the ability to use such Content or Services, on or through a website, service or device not controlled by NowPills. For example, you may download, install or access the Content or Services through a mobile or web-based online marketplace or have the option to use the Content or Services online on servers not owned or controlled by NowPills, or NowPills may make the Content or Services available through servers that are not owned or controlled by NowPills. NowPills takes no responsibility for your access to or use of the Content or Services through or on any third-party device or service not controlled by NowPills and otherwise has no control over how such services are offered, administered or operated. Any such use of services not controlled by NowPills is at your own risk and may subject you to additional or different terms and conditions imposed by the third party that owns and controls such services.

## **Laws and Regulations**

Your access to and use of the Site, Content or Services is subject to all applicable international, federal, provincial, state and local laws and regulations.

## **WARRANTIES AND LIMITATION OF LIABILITY**

### **No Warranties**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ALL CONTENT AND SERVICES ON OR THROUGH THE SITE, CONTENT OR SERVICES OR OBTAINED FROM A WEBSITE TO WHICH THE SITE IS LINKED (A "LINKED SITE"), ARE

PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. NOWPILLS DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH THE SITE, CONTENT, SERVICES OR A LINKED SITE BY ANY PARTY OTHER THAN NOWPILLS, OR THE CAPABILITIES OR RELIABILITY OF ANY SERVICE OBTAINED FROM A LINKED SITE. EXCEPT AS REQUIRED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCE WILL NOWPILLS BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON INFORMATION OBTAINED THROUGH THE SITE OR A LINKED SITE, OR A USER'S RELIANCE ON ANY SERVICE OBTAINED FROM A LINKED SITE. IT IS THE RESPONSIBILITY OF THE USER TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITE, OR OBTAINED FROM A LINKED SITE. PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC OPINION, ADVICE, PRODUCT, SERVICE, OR OTHER CONTENT. SOME JURISDICTIONS MAY NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT DISCLAIMED.

#### **Limitation of Liability for Use of the Site, Content and Linked Sites**

THE INFORMATION, CONTENT, SERVICES, AND DESCRIPTIONS OF CONTENT OR SERVICES PUBLISHED ON THE SITE OR A LINKED SITE, OR INCLUDED IN THE CONTENT OR SERVICES, MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NOWPILLS SPECIFICALLY DISCLAIMS ANY LIABILITY FOR SUCH INACCURACIES OR ERRORS. CHANGES ARE PERIODICALLY MADE TO THE INFORMATION ON THE SITE OR LINKED SITES OR CONTAINED IN THE CONTENT OR SERVICES. NOWPILLS MAY MAKE IMPROVEMENTS OR CHANGES TO THE SITE, CONTENT OR SERVICES AT ANY TIME.

YOU AGREE THAT NOWPILLS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL NOT BE LIABLE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR UNDER ANY OTHER LEGAL THEORY, FOR ANY PERSONAL INJURY, LOSS, ACCIDENT OR DEATH OR ANY DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, COST OF PROCURING SUBSTITUTE SERVICE OR LOST OPPORTUNITY) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SITE, CONTENT, SERVICES OR A LINKED SITE, OR FOR ANY DELAY OR INABILITY TO USE THE SITE, CONTENT, SERVICES OR A LINKED SITE, EVEN IF NOWPILLS IS MADE AWARE OF THE POSSIBILITY OF SUCH INJURY, LOSS, ACCIDENT, DEATH OR DAMAGES. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES, MALWARE OR MALICIOUS SOFTWARE WHICH MAY INFECT A USER'S EQUIPMENT OR DEVICES, FAILURE OF THE CONTENT OR SERVICES TO BE COMPATIBLE WITH YOUR HARDWARE OR SOFTWARE, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION OR INTERCONNECT LINES OR FIBER, OR OTHER CONNECTIVITY PROBLEMS ( e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, LOSS OF DATA, OPERATOR ERRORS, STRIKES OR OTHER LABOUR PROBLEMS OR ANY FORCE MAJEURE EVENT. NOWPILLS CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, ERROR-FREE OR SECURE ACCESS TO THE SITE, CONTENT OR SERVICES. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL NOWPILLS BE LIABLE TO YOU FOR ANY AMOUNT THAT EXCEEDS THE AGGREGATE OF ALL AMOUNTS PAID BY YOU TO NOWPILLS. APPLICABLE LAWS MAY NOT ALLOW THE LIMITATION OR

EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, EVEN IF THIS IS THE CASE, IN NO EVENT SHALL THE TOTAL LIABILITY OF NOWPILLS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION AND COSTS AND EXPENSES (INCLUDING LEGAL FEES) WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR UNDER ANY OTHER LEGAL THEORY, RELATED TO YOUR USE OF, OR THE INABILITY TO USE, THE SITE, CONTENT OR SERVICES EXCEED THE AGGREGATE OF ALL AMOUNTS PAID BY YOU TO NOWPILLS.

### **Limitation of Liability for Services Arranged Through the Site**

YOU AGREE THAT NOWPILLS INC. IS A MERE REPRESENTATIVE FOR THE CONTENT PROVIDERS AND SUPPLIERS OF THIRD-PARTY GOODS AND SERVICES, OTHER THAN THOSE PROVIDED BY THE PHARMACY, AVAILABLE THROUGH THE SITE, CONTENT OR SERVICES AND NOWPILLS DOES NOT ENDORSE OR CONTROL ANY SUCH CONTENT PROVIDERS, THIRD PARTY SUPPLIERS OR SUCH THIRD-PARTY GOODS OR SERVICES. ANY AND ALL CLAIMS REGARDING ANY FAILURE, BREACH, LOSS OR INJURY WITH RESPECT TO THE THIRD-PARTY GOODS AND SERVICES OFFERED THROUGH THE SITE ARE LIMITED TO CLAIMS AGAINST ANY AND ALL SUCH CONTENT PROVIDERS AND THIRD-PARTY SUPPLIERS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, NOWPILLS HEREBY DISCLAIMS ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY CONTENT PROVIDER OR OTHER SUPPLIER THROUGH THE SITE, CONTENT OR SERVICES, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENT OR OTHERWISE, OF SUCH CONTENT PROVIDER OR SUPPLIER AND YOU HEREBY IRREVOCABLY WAIVE, RELEASE, AGREE NOT TO SUE, AND FOREVER DISCHARGE NOWPILLS AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY LIABILITY WITH RESPECT TO THE SAME. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES WILL NOWPILLS OR THE PHARMACY BE LIABLE TO YOU FOR ANY AMOUNT THAT EXCEEDS THE AGGREGATE OF ALL AMOUNTS PAID BY YOU TO THE PHARMACY.

APPLICABLE LAWS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, EVEN IF THIS IS THE CASE, IN NO EVENT SHALL THE TOTAL LIABILITY OF NOWPILLS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION AND COSTS AND EXPENSES (INCLUDING LEGAL FEES) WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), IN EQUITY OR UNDER ANY OTHER LEGAL CAUSE OF ACTION, RELATED TO YOUR USE OF, OR THE INABILITY TO USE THE SITE, CONTENT OR SERVICES EXCEED THE AGGREGATE OF ALL AMOUNTS PAID BY YOU TO NOWPILLS.

### **INDEMNITY**

YOU HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NOWPILLS INC AND THE PHARMACY AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ADMINISTRATORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL LIABILITIES, CLAIMS, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING LEGAL EXPENSES ON A FULL INDEMNITY BASIS AND ANY OTHER FEES AND EXPENSES INCURRED FOR INVESTIGATING OR DEFENDING ANY ACTION OR THREATENED ACTION, AS WELL AS SETTLEMENT COSTS) WHICH ANY OF THE INDEMNIFIED PARTIES MAY SUFFER OR INCUR IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RESULTING FROM: (I) YOUR OR ANY PERMITTED MINOR'S VIOLATION OF ANY OF THESE TERMS OF USE, (II) YOUR OR ANY PERMITTED MINOR'S USE OR MISUSE OF THE SITE, CONTENT OR SERVICES, INCLUDING BUT NOT LIMITED TO YOUR OR A PERMITTED MINOR'S PERSONAL INJURY OR DEATH, (III) YOUR OR A PERMITTED MINOR'S USE OR MISUSE OF ANY LINKED SITES, AND (IV) YOUR OR ANY PERMITTED MINOR'S VIOLATION OF ANY LAW OR THIRD PARTY RIGHTS.

WITHOUT DEROGATING FROM OR EXCUSING YOUR OBLIGATIONS UNDER THIS SECTION WE RESERVE THE RIGHT (AT YOUR EXPENSE), BUT ARE NOT UNDER ANY OBLIGATION, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER WHICH IS SUBJECT TO AN INDEMNIFICATION BY YOU EVEN IF YOU CHOOSE TO DEFEND OR SETTLE IT. YOU AGREE NOT TO SETTLE ANY MATTER THAT IS SUBJECT TO AN INDEMNIFICATION BY YOU WITHOUT FIRST OBTAINING OUR EXPRESS APPROVAL.

## **VIOLATIONS OF TERMS OF USE**

You agree and acknowledge that NowPills may, in its sole and absolute discretion and without prior notice to you, terminate or suspend your access to the Site and your use of NowPills' products and services, or any portion thereof, and cancel your Account if NowPills has reason to believe that you have failed to strictly comply with these Terms of Use or that the use of the Site by you violates the rights of any third party or any applicable laws. In addition to the foregoing, NowPills reserves the right to pursue all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to the Site. You agree and acknowledge that monetary damages may not be an adequate remedy for any violation of these Terms of Use by you and, without limiting any of NowPills' other remedies, you hereby consent to, and authorize NowPills to obtain, an injunction or other equitable relief from any court of competent jurisdiction. You further authorize NowPills to disclose your personally identifiable information where reasonably necessary in connection with the foregoing.

## **TERMINATION**

These Terms of Use, as amended from time to time by NowPills, shall remain effective until terminated by you or NowPills. You may terminate these Terms of Use by discontinuing use of the Site, Content, Services and your associated Account(s) and destroying all electronic and other copies of all related Content, including related documentation. Without limiting any other provision of these Terms of Use or the remedies available to NowPills, NowPills may



immediately terminate these Terms of Use or cancel or suspend your Account(s) and access to the Site, Content or Services in its sole and absolute discretion and for any reason including, without limitation, if you violate or otherwise fail to strictly comply with any term or provision of these Terms of Use. Upon termination of these Terms of Use for any reason, you must cease use of your Account(s), cease accessing the Site, Content and Services and promptly destroy all electronic and other copies of the Content, including all related documentation.

## **INFORMATION COLLECTION, OWNERSHIP AND USE**

### **Privacy**

By accessing or using the Site, Content or Services or otherwise accepting or agreeing to these Terms of Use, you fully and completely agree to the terms and conditions of the Site Privacy Policy (the “ Privacy Policy”) and to any terms and conditions incorporated therein by reference. The Privacy Policy sets out how, why and to what extent we collect and use your personal and non-personal information in connection with your access to or use of the Site, the Platform, Content or Services. The Privacy Policy, as amended from time to time, is available at [Privacy Policy](#).

### **Feedback**

NowPills welcomes your ideas, suggestions and recommendations for Site features, functionality and enhancements (“Feedback”). Any Feedback you provide to NowPills will be deemed non-confidential and NowPills will be free to use such Feedback without restriction and without any compensation or obligations to you.

We take feedback very seriously. If you have any concerns regarding NowPills or our services, please call us toll-free at [1-833-833-2425](tel:1-833-833-2425) or email us at [care@NowPills.ca](mailto:care@NowPills.ca). We will respond promptly to follow up.

## **GENERAL**

### **Governing Law**

These Terms of Use and your legal relationship with NowPills shall be governed by and construed in accordance with the laws of the province where the dispensing pharmacy is located, together with the federal laws of Canada applicable therein, without regard to its conflicts of laws principles. These Terms of Use shall not be governed by the *United Nations Convention on Contracts for the Sale of Goods*.

### **Waiver and Severability**

The failure of NowPills to enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. In the event that any provision of these Terms of Use is held to be invalid or unenforceable by any court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible and the remaining provisions of the Terms of Use will remain in full force and effect. All remedies of NowPills here under shall be cumulative.

### **Force Majeure**

NowPills Inc. and the Pharmacy will not be liable for, or be considered to be in breach of or default under these Terms of Use on account of, any delay or failure to perform as required by these Terms of Use as a result of events beyond the reasonable control of NowPills Inc. or the Pharmacy, including without limiting the foregoing where the delay or failure is due to fires or fire-related hazards, explosions, power outages or interruptions, brownouts, internet service provider failure or delay, cyber-attacks, server downtime, loss of servers, earthquakes, floods, spills, epidemics, acts of God, war or acts of war, acts of terrorism, riots, strikes, lockouts or other labour or contractor actions, acts of public authorities, or delays or defaults caused by common carriers, or other similar events which cannot reasonably be foreseen or provided against.

### **Notices**

Any notices or other communications permitted or required here under, including but not limited to modifications to these Terms of Use or any policy or guarantee referred to herein, will be in writing and given by NowPills (i) via email (in each case to the email address provided by you for your Account(s)) or (ii) by posting to the Site. Notice delivered by email will be deemed to have been received on the date on which such notice is transmitted. Notices to be provided to NowPills or the Pharmacy should be made via email to [admin@NowPills.ca](mailto:admin@NowPills.ca) .

### **Entire Agreement-**

These Terms of Use, together with the Privacy Policy and any supplemental terms and conditions referred to below, constitute the entire agreement between the parties concerning the subject matter hereof and supersede and replace any and all prior oral or written understandings or agreements between you and NowPills regarding the Site and Content and between you and the Pharmacy regarding the Products and Services.

### **Survival**

The provisions of these Terms of Use which require or contemplate performance after the expiration or termination of these Terms of Use shall remain enforceable notwithstanding such expiration or termination.