

### TERMS OF USE AGREEMENT

The website <u>www.riahipharma.com</u> (hereinafter: "Website" is owned and operated by Pharmacie Golnasim Riahi Inc. (hereinafter: "Pharmacy").

This document is an agreement between you and Pharmacy which contains the terms under which Pharmacy allows you to visit the Website and use the information on it. It states the terms and conditions under which you have access and use the Website and all materials displayed or made available through the Website, including, without limitation, your online file (and those of your family members), articles, text, photographs, images, audio and video clips, computer software.

By visiting the website, you accept the terms set out in this agreement.

Please read this document carefully and in its entirety. If for any reason you do not agree with any terms of this agreement, please terminate your visit to the website.

The Owner may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

### General Information

The content of the Website should be considered for information purposes only and is not professional medical advice, diagnosis, treatment, or care, nor is it intended to be a substitute. Therefore, Always discuss your condition with a healthcare professional as doctor, pharmacist, nurse, or other licensed healthcare professional before using any information or general advice on the Website to practice. Information obtained on the Website is not exhaustive and does not cover all diseases, ailments, physical conditions, or their treatment.

The information on the Website does not establish a pharmacist-patient relationship between you and any pharmacist of the pharmacy and is not intended as a solicitation of individuals to become patients or clients of the pharmacy. The content of the website should be considered for information purposes only. This information does not replace the communication pharmacist-patient and you need to contact healthcare professional to diagnose or treat a health problem or receive an advice. Use of Website does not establish a patient-pharmacist relationship between you and Pharmacie Golnasim Riahi inc.. This relationship will be established exclusively following a communication between you and a pharmacist of Pharmacie Golnasim Riahi inc.

In no case Pharmacie Golnasim Riahi inc. cannot be held responsible for use general information and advice relating to health care presented on the website. You need to check the information regarding the dosage, precautions, side effects, interactions and

contraindications of any drug, natural product, tool or method discussed on the website with a health care professional before to administer or use them.

the Pharmacy does not recommend or endorse any specific brand of products, services, procedures, or other information that appears or that may be advertised on the Website.

## Emergency

Do not use the website for medical emergencies. If you have a Medical emergency, call a qualified healthcare provider, or call 811 or 911 immediately. Under no circumstance should you attempt self-treatment based on anything you have seen or read on the website.

## Intellectual property

You acknowledge that all of the following are the property of Pharmacie Golnasim Riahi inc. (or its licensors, if applicable): information, content, documents, some images, sales presentations, products, reports, data, graphics, interfaces, web pages, text, files, software, product names, company names, logos and all other elements incorporated into or published on the website (collectively, the "Content"), Including the manner in which the content is presented or appears and all information relating thereto.

## Security

Any information sent or received over the Internet is generally not secure. The Pharmacy cannot guarantee the security or confidentiality of any communication to or from the Website.

Communications sent by you to the Pharmacy, or to you by the owner or pharmacist via email or this Website may not be secure and may be accessible by third parties. Therefore, we recommend to patients not to communicate health information by unsecured email. Any use or disclosure of personal information provided by you shall be in accordance with our privacy policy.

The pharmacy provides you a username and password to have access to your portal on the website in case you are an existing patient and we recommend you communicate with pharmacy through the patient portal for confidentiality and security.

# Limitation of Warranty, Liability and Responsibility

While the Owner endeavors to provide information that is correct, accurate, current, and timely, the Owner makes no representations, warranties, or covenants, express or implied, regarding the Website and the Content including, without limitation, no representation, warranty, or covenant that (a) the Content contained in or made available through the Website or any item(s) made available on or through the Website will be of merchantable quality and/or fit for a particular purpose; (b) the Website or Content will be

accurate, complete, current, reliable, timely, or suitable for any particular purpose; (c) that the operation of the Website will be uninterrupted or error-free; (d) that defects or errors in the Website or the Content, be it human or computer errors, will be corrected; (e) that the Website will be free from viruses or harmful components; and (f) that communications to or from the Website will be secure and/or not intercepted.

Pharmacie Golnasim Riahi Inc. assumes no responsibility with respect to the use of the website and / or its content, or for any damage or problem of any kind or origin that may result from the use of this website and (or) its content or which may occur as a result of such use.

Without limiting the general scope of the foregoing, it is understood that Pharmacy will not assume any responsibility for the following:

Indirect, punitive or exemplary damages, or any damages of an economic nature including, but not limited to, loss of profits, loss of savings, loss of opportunity, loss of data the costs of the recovery of the data, notwithstanding the manner of their occurrence, even if there has been prior notice of the possibility of such damages or claims and even if such damages or claims were reasonably foreseeable;

Damage or loss resulting from: (a) viruses, data corruption, failed sending of messages, errors or transmission problems; (b) providers of telecommunication services; (c) the federator internet network; (d) content, products or services offered; (e) damage or loss caused by you or your employees, agents or subcontractors; (f) loss of use or unavailability of the infrastructure, in particular computer resources, routers and stored data; (g) the use of this website or the content or the inability to use them; (h) any other website from which you access this website or which you access through this website; (i) or again of events outside the control of the members of Pharmacy acting reasonably, even if there has been prior notice of the possibility of such damages or claims and even if such damages or claims were reasonably predictable.

You acknowledge and agree that your access and use of the Website and the Content is entirely at your own risk and liability and responsibility.

# Copy right and Indemnity

The Content is protected by copyright law and is owned by the Owner and its licensors, or the party accredited as the provider of the Content. Except as granted in the limited licence herein, any use of the Content, including modification, transmission, presentation, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of the Owner.

You agree to indemnify and hold harmless Pharmacy and to ensure the defense of the latter, with regard to all lawsuits, medications, costs, claims, damages, demands, debts, liabilities and expenses (including legal and extrajudicial fees and other disbursements) attributable or relating, directly or indirectly, to the following: any information or other content that you send to Pharmacy by email or other correspondence; your use or misuse

of the content of the website, including, without limitation, regarding allegations of infringement of intellectual property rights.

## Hyperlinks and References

Although the pharmacy try to not put any hyperlink, the Website may contain links that take you to websites operated by third parties and which contain information about such third parties ("Third Party Sites"). These links are provided solely as a convenience to users of this website and your access to third party sites through links provided on the website is at your own risk. Pharmacy makes no representation and makes no warranty as to such Third party sites, the condition of such third party sites, or any information that appears on or is distributed through such third party sites. Pharmacy assumes no responsibility for any damages that may arise from the use of links to third-party sites or information that appears on or is distributed through third-party sites.

### Website control and consent to data exchange

Pharmacy Golnasim Riahi inc. reserves the right, in its sole discretion, to monitor your use of the website, as well as the use and access of all other users. By agreeing to access this website, you consent to this control. However, you acknowledge that Pharmacy is not obligated to act to control the activities of users on the website, and thus takes no responsibility for the activities of users.

## Changes without prior notice

Pharmacy Golnasim Riahi inc. reserves the right to modify this agreement at any time, at its discretion, by posting the modifications on this website. It is your responsibility to periodically consult the website and take note of any changes made to this agreement. Accessing the Website or using the Website after any changes have been posted will be construed as acknowledgment by you and acceptance of the Agreement as amended.

In the event of a dispute relating to this Agreement, the version of the Agreement in effect at the time the disputed acts took place shall govern the dispute.

The Owner may, in its sole discretion, cancel or terminate your right to use the Website, or any part of the Website, at any time without notice. In the event of termination, you are no longer authorized to access the Website, or the part of the Website affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Website and the disclaimers and limitations of liabilities set forth in this Agreement, shall survive termination of this Agreement. The Owner shall not be liable to any party for such termination.

## Full agreement

This Agreement, as amended from time to time and all other legal notices and policies posted on this website constitute the entire and complete agreement between you and Pharmacie Golnasim Riahi inc. in connection with the use of the website and the content.

Notwithstanding the preceding stipulation, certain parts of the content may be subject to different terms and conditions which are communicated to you at the time you access this content. If any terms other than those set forth herein are communicated to you with respect to specific content, such terms shall apply to that content and take precedence over this Agreement.

## Autonomy of stipulations

Any stipulation of this agreement which would be deemed illegal, invalid or unenforceable for any reason whatsoever will be deemed not to produce its effects to the extent of such illegality, invalidity or unenforceability and must also be applied to the fullest extent permitted by the law, all without affecting the other provisions of this agreement and without affecting its legality, validity or enforceability.

### Access limitation, duration and termination

This agreement is effective for the duration of your use of the website. Pharmacy Golnasim Riahi inc. reserves the right to prevent or limit your access to this website at its discretion. The provisions regarding intellectual property, restrictions on the use of content, warranty limits, liability limits and indemnity contained herein continue to have effect after any termination or expiration of this agreement.

# Applicable laws and jurisdiction

The Website is operated by the Owner from its offices within the province of Quebec, Canada. Golnasim Riahi and the other pharmacists of the organization

Pharmacie Golnasim Riahi Inc. are licensed by the Ordre des pharmaciens du Québec to practice pharmacy in the province of Quebec.

Pharmacie GolnasimRiahi inc., The website and its content are located in the province of Quebec (Canada). This agreement and your use of the website are governed by the laws of the province of Quebec and the federal laws of Canada that apply in that province, and are treated in all respects as a contract entered into and signed in the province of Quebec. , without reference to the principles of conflict of laws.

Any dispute that may arise from your use of the website is the exclusive jurisdiction of the courts of the province of Quebec (district of Montreal). You agree to waive any right you may have to participate in a class action against Pharmacie Golnasim Riahi inc. with respect to this website, its content or this agreement and, if applicable, you also agree to withdraw from any class action against Pharmacie Golnasim inc.

Use of this Website is unauthorized in any jurisdiction where the Website or any of the Content may violate any laws or regulations. You agree not to access or use the Website in such jurisdictions. You agree that you are responsible for compliance with all applicable

laws or regulations. Any contravention of this provision (or any provision of this Agreement) is entirely at your own risk.

## Accessibility waiver

The website may list or refer to products, programs and services of Pharmacie Golnasim Riahi inc. or third parties, which may not currently be available in your country. Any mention of these products in relation to a different territory is in no way binding on Pharmacie Golnasim Riahi inc. to offer them in your country at any time.

#### Submissions

The Website may provide features which allow you to post messages and content to designated areas on the Website to interact with the Owner and other users and to upload files, documents, or other materials ("Submission(s)"). Submissions do not include communications between you and your pharmacist pursuant to the pharmacist-patient relationship. The Owner does not control the content of any Submissions and has no obligation to monitor the Submissions. However, the Owner reserves the right at all times to disclose any information necessary to satisfy any law, regulation, or governmental or law enforcement request, or to edit, refuse to post, or refuse to remove any Submission, in whole or in part, that, in the Owner's sole discretion, are objectionable or in violation of this Agreement. You acknowledge that you alone are responsible for the content of your Submissions and the consequences thereof

When using any of the features of the Website which allow you to post, upload, or make Submissions, it is a condition of your use of the Website that you do not:

- 1.Restrict or inhibit any other user from using and enjoying the Website, interfere or attempt to interfere with the proper workings of the Website, or do anything, which in the sole discretion of the Owner, imposes an unreasonable or disproportionately large load on the Website infrastructure;
- 2. Post or transmit any unlawful, abusive, defamatory, or obscene information of any kind, including, without limitation, any submission constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, territorial, national, or international law or regulation;
- 3. Post or transmit any Submission, including, without limitation, articles, images, stories, software, or other material, which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by any intellectual property rights, including, without limitation, copyright, patent, trade secret, trademark, or other proprietary rights herein, or derivative works with respect thereto, without first obtaining permission from the Owner or rights holder;
- 4. Post or transmit any Submission which contains a virus or other harmful component;
- 5. Post or transmit "junk mail", "chain letters," unsolicited mass mailing, or "spam"; and
- 6. Use or "mine" the Website for commercial purposes, including, without limitation, posting, uploading, or transmitting any Submission which contains advertising, which engages in commercial activities, solicitations or sales, or which involves contests, sweepstakes, advertising, and pyramid schemes.

By posting or uploading Submissions to the Website, you grant the Owner a royalty free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide licence to (a) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform, or display such Submissions for any purpose; and (b) to sublicense to third parties the unrestricted right to exercise any of the foregoing rights. In addition to the grant of the above licence, you hereby (a) waive all moral rights in your Submission in favour of the Owner; (b) consent to your name, address, and e-mail appearing as the contributor of your submission, where applicable, and to the disclosure and display of such information and any other information which appears in or is associated with your Submission; (c) acknowledge and agree that the Owner is not responsible for any loss, damage, or corruption that may occur to your Submission; and (d) acknowledge and agree that your Submission will be nonconfidential.

## Registration

To use certain features of the Website, you may be asked to create an account with the Website. When you register with the Website, you agree to provide true, accurate, current, and complete information about yourself as prompted by any registration form; and to maintain and promptly update the information to ensure it remains true, accurate, current, and complete. If the Owner has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Owner has the right to suspend or terminate your access to all or part of the Website.

The Owner's use of any personally identifying information you provide as part of the registration process is governed by the terms of our Privacy Policy.

#### **Passwords**

You are responsible for maintaining the confidentiality of the Password you use in association with your account and are responsible for all activities that occur under your Username and Password. You agree to notify the Owner immediately of any unauthorized use of your Password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. The Owner will not be liable for any loss or damage arising from the Owner's failure or your failure to protect your Password or account information.

## **Exoneration of Responsibility**

We specifically exonerate our responsibility if you use external social media or message texts to communicate with us. We prioritize the use of website for your communication, upload and submission of your documents and confidential information.