

Policies and General Terms of Use

General

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All references to Familiprix on this website refer to Familiprix Inc.

Each Familiprix pharmacy is the property of one or more pharmacist shareholders (hereinafter “Familiprix pharmacist-owners”) and is operated under an agreement between Familiprix Inc. and Familiprix pharmacist-owners. Familiprix pharmacies are located in the provinces of Quebec and New Brunswick and do or will do business under the names Familiprix, Familiprix Drug, Familiprix Extra, Familiprix Clinic, or any other name held, created, or acquired by Familiprix.

People who access the site (hereinafter “Visitors” ¹) do so of their own volition.

The following constitutes an agreement between Familiprix and Visitors to this website.

Visitors to the Familiprix website acknowledge and agree that these Policies and General Terms of Use for the site govern the content and operation of the site and Visitors’ authorized use of the site. These Policies and General Terms of Use may only be amended by Familiprix at its sole discretion, without notice.

Warranties, Disclaimers, and Limitation of Liability

Every effort has been made by Familiprix to ensure that the information on this website is as reliable as possible. However, Familiprix assumes no responsibility for the accuracy, comprehensiveness, validity, or timeliness of the information communicated.

To the extent permitted by law, this information is provided without any warranty of any type whatsoever, either explicit or implicit. Certain jurisdictions do not authorize the exclusion of implicit warranties, and the abovementioned exclusion may therefore not apply to you.

Familiprix may not be held liable, under any circumstances, by Visitors for damages of any kind whatsoever, whether they are direct, indirect, incidental, special, or consequential damages resulting from the use or operation of this website and/or the use of information communicated on this website.

The information contained on this website is provided for illustrative purposes only and does not in any way constitute information on which Visitors should base decisions of any nature whatsoever. The information and elements contained on this website are not intended to provide specific advice applicable to individual situations and cannot replace the advice of a physician, pharmacist, or any other health professional, as applicable. Nothing on this website may be interpreted in such a way as to constitute a declaration, warranty, or advice of a medical nature. Visitors must contact health professionals directly regarding any questions or advice concerning their health.

Disclaimer and Limitation of Liability

The mention on this website of a product, a service, a third-party process, hyperlinks to a third-party site, or other information based on a brand name, trademark, manufacturer, supplier, or any other third party (hereinafter collectively referred to as “Third Parties”) does not constitute or necessarily imply the approval, promotion, or recommendation of Familiprix. Each Third Party

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Visitors who access and/or use this site do so at their own risk. Visitors shall hold Familiprix harmless in the event that the website contains a virus, notwithstanding any knowledge that Familiprix may or could have had of this possibility.

Despite the efforts made by Familiprix to protect this site, complete confidentiality and security are not guaranteed on the Internet. When transmitting data or information to Familiprix or one of the Familiprix pharmacies on this website, you agree to assume all associated risks, including the interception of such data or information by Third Parties in any manner whatsoever, and you also agree that neither Familiprix nor any Familiprix pharmacy will be held liable for any loss or any direct, indirect, incidental, or special damages that you may incur.

Pricing Policy

Familiprix makes every effort to ensure that the product prices shown on its website are identical to the prices displayed in its pharmacies. However, products offered on this site, their prices, and their availability may vary depending on the Familiprix pharmacy and region. Familiprix pharmacies are not required to offer products on sale or to change their prices based on sales advertised on this site.

Product prices and availability may change without notice. Familiprix makes every effort to ensure that its website does not contain errors. However, typographical errors, incorrect illustrations, or pricing errors may still occur. In such cases, Familiprix reserves the right to make all required corrections and shall not be held liable for such errors.

All prices shown on this website are in Canadian dollars and, unless stated otherwise, do not include applicable taxes (GST, QST, or other taxes).

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External Links to the Websites of Third Parties

Our site contains links that direct Visitors to other websites operated by Third Parties. Such links are made available to Visitors for ease of reference and their convenience only, to offer them a

more intuitive and pleasant navigation experience. Access to any other websites from the Familiprix website does not constitute implicit or explicit approval by Familiprix of the content of such other websites. Familiprix assumes no responsibility for such other sites and the information they contain. Familiprix is not liable for any direct or indirect damages resulting from the use of such hyperlinks and cannot guarantee that they are free of viruses or other problems likely to affect use. If you submit personal information on any such Third-Party sites, your information is subject to the privacy policies of such sites. We urge you to carefully read the privacy policy of each website.

Familiprix is free, at all times, to add, delete, or modify any link appearing on the present site. Familiprix assumes no responsibility regarding the choice of links provided.

Familiprix Electronic Offers

When you purchase goods, products, or services via this website, you implicitly authorize Familiprix to add your email address to our mailing list, thereby enabling us to contact you by email to inform you of offers and promotions likely to be of interest to you.

When you choose to subscribe to a Familiprix promotional program, you explicitly authorize Familiprix to add your email address to our mailing list, thereby enabling us to contact you by email to inform you of offers and promotions likely to be of interest to you.

You may withdraw your consent in this regard at any time by unsubscribing from promotional emails. All emails sent by Familiprix contain instructions on how to unsubscribe.

Confidentiality and Personal Information

Protecting privacy and maintaining the confidentiality of personal information have always been a priority for Familiprix and Familiprix pharmacist-owners.

To earn and maintain your trust, Familiprix and Familiprix pharmacist-owners developed a privacy policy that meets or exceeds the requirements of the Act respecting the protection of personal information in the private sector and its associated Regulations.

The purpose of this policy is to demonstrate the commitment of Familiprix and Familiprix pharmacist-owners to respect your personal information and protect your privacy as well as inform you how Familiprix and Familiprix pharmacist-owners collect, retain, use, communicate, transfer, and store your information. Please take time to read the Privacy Policy and familiarize yourself with our confidentiality practices, and let us know if you have any questions.

Consent

In accordance with the Privacy Policy, you consent, without any reservation, that Familiprix may collect information about you when you use this website.

Customer Service

If you wish to know what information is contained in your file, modify it, or obtain more details on this subject, please email our Customer Service Department at experienceclient@familiprix.com or write to the following address: Customer Service Department, Familiprix Inc., 6000 rue Armand-Viau, Quebec City, Quebec, G2C 2C5.

Account and Password

These Policies and General Terms of Use also apply to sites requiring registration, such as secure sites. By creating your username and password when you register, you confirm your commitment to comply with the Policies and General Terms of Use for the Familiprix.com website and the secure site for which you register.

Familiprix is not required to verify the actual identity of individuals who use your account and password. Users undertake to immediately inform Familiprix of any unauthorized use of their accounts and passwords.

You also acknowledge that Familiprix is not liable, in any way whatsoever, for any loss or damages that may result directly or indirectly from transactions performed in accordance with requests made by someone using your account and password.

Cookies

Like many other websites, Familiprix may use cookies and Web beacons, which are stored on your hard drive from some website pages. Cookies and Web beacons are used to improve our online security measures, evaluate the efficiency and success of our website and marketing campaigns, and offer Visitors a more personalized experience. You can disable your browser's "cookies" option, but this may render certain personalized sections of the site inaccessible.

Familiprix Photo Centre

Members of the Familiprix Photo Centre site may upload images for the purpose of ordering photos and other photographic products (hereinafter collectively referred to as "Ordered Products") by using the centrefoto.familiprix.com/en site.

Personal information from anyone who has registered with and uses this website will automatically be submitted to Les Pros de la Photo and its affiliated companies only when the link to access the Online Photo Centre from the Familiprix website is used.

Anyone using this website who does not want personal data transmitted online to Les Pros de la Photo may elect not to register with this website or not to click on the link to the Online Photo Centre.

Orders

Receipt of an email acknowledgement of an order does not automatically signify that Familiprix has accepted the order; it is not a confirmation. Your duly completed and submitted order constitutes your offer to purchase the products included in the order. Familiprix reserves the right, without prior notice, to reject, amend, cancel, or terminate any order for any reason whatsoever and/or to limit quantities of any item in the order.

Customer satisfaction

Familiprix is committed to customer satisfaction and would like to inform you of the legal and ethical responsibilities its pharmacies are held to.

Price Accuracy Policy

If a merchant puts a price tag on each product, he or she must honour the labelled price. If a product is priced incorrectly or two different prices are displayed, the merchant must sell the item at the lowest price.

If the merchant does not display prices on each product, the Consumer Protection Act states that he or she must apply the price accuracy policy, shown as follows:

Politique d'exactitude des prix

Si le prix enregistré à la caisse est plus élevé que le prix annoncé, le plus bas prix prévaut et si cette erreur porte sur un article dont le prix annoncé est de :

10\$ ou moins : le commerçant doit vous remettre gratuitement cet article ;

Plus de 10\$: le commerçant corrige le prix et doit vous consentir un rabais de 10\$ sur le prix corrigé de l'article.

1. La Politique d'exactitude des prix s'applique même si l'erreur est constatée avant que la transaction ne soit complétée, à la condition toutefois que vous achetiez l'article.
2. Si, au cours d'une même transaction, la même erreur se reproduit à l'égard d'articles identiques, le prix de chacun est corrigé mais la politique d'indemnisation ne s'applique qu'à un seul de ces articles.
3. La politique d'indemnisation ne s'applique pas à l'égard d'articles pour lesquels la loi prévoit qu'un rabais ne peut être accordé par le commerçant (exemples : tabac et certains médicaments). Elle ne s'applique pas non plus à l'égard d'articles pour lesquels la loi fixe un prix minimal (exemples : lait, bière et vin) si son application a pour effet de contrevenir à la loi.

Office
de la protection
du consommateur
Québec 

www.opc.gouv.qc.ca

Sorry, the english version is not available from the Office de la protection du consommateur.

Refund Policy

Merchants are not required to have a return and/or refund policy. If, however, they do have such a policy, they must comply with it, subject to exceptions provided for by law (e.g., no refunds on alcohol, lottery tickets, etc.).

Note that in the absence of such a policy, merchants are not required to apply a discount to a product after it has been purchased by a customer at full price.

Notwithstanding the above, the Consumer Protection Act states that merchants must repair, exchange, or refund the price paid if the item sold is defective.

Furthermore, pharmacists may only accept the return of unused medication for the purposes of destroying it, as per their Code of Professional Conduct.

Discount Coupon Policy

Merchants are not required to have a discount coupon policy. If, however, they do have such a policy, they must comply with it.

Notwithstanding the above, the promotions and coupons Familiprix offers as part of its “My Familiprix” program apply to all participating Familiprix pharmacies.

Delivery

Familiprix will not deliver products that you have ordered. You must pick up such products in store yourself. Familiprix will not be liable for any loss of or damage to ordered products once they are in the possession of Canada Post or another delivery provider.

Force Majeure

Familiprix will not be liable for failure to fulfill its obligations to you, in whole or in part, or for damages or losses that you may incur, in the event that such failure, damages, or losses result from actions or circumstances that are beyond the control of Familiprix.

Exclusions and Liability Limits

TO THE EXTENT PERMITTED BY LAW, THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. FAMILIPRIX AND ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FOR ANYTHING DONE, INCLUDING WARRANTIES OF MERCHANTABILITY, OF NON-INFRINGEMENT, OF FITNESS FOR ANY PARTICULAR PURPOSE OR SPECIFIC USE, OR RESULTING FROM A TRANSACTION, EMPLOYMENT, BUSINESS PRACTICE, OR THE DESJARDINS PAYMENT SOLUTION PROVIDER.

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FAMILIPRIX’S TOTAL LIABILITY TO YOU, WITHIN THE MEANING OF EITHER THE TERMS OF THIS AGREEMENT OR LAWS CURRENTLY IN FORCE, IS BASED ON ACTIONS OR REQUESTS FOR SETTLEMENT IN ACCORDANCE WITH THE LAW, CONTRACTS, EQUITY, TORT LAW, OR ANY OTHER CONSIDERATION, AND WILL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU TO FAMILIPRIX FOR PRODUCTS ORDERED. THE SUPPLIER’S TOTAL LIABILITY, OF ANY NATURE WHATSOEVER, IS BASED ON ACTIONS OR REQUESTS FOR SETTLEMENT IN ACCORDANCE WITH THE LAW, CONTRACTS, EQUITY, TORT LAW, OR ANY OTHER CONSIDERATION, AND WILL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU TO FAMILIPRIX FOR PRODUCTS ORDERED.

Jurisdiction

The Familiprix.com website is controlled and operated by Familiprix in Quebec City, Quebec, and the Policies and General Terms of Use are governed by the laws of the Province of Quebec and applicable Canadian law. Any disputes resulting from Visitors' use of the site will be referred to courts of competent jurisdiction of the Province of Quebec, in the judicial district of Quebec City.

Invalidation of any provision of the Policies and General Terms of Use will not invalidate the other provisions. Familiprix's failure to exercise any of its rights will not be deemed a waiver of such rights for the future. Familiprix and its shareholders, officers, directors, employees, and agents may not, under any circumstances, be prosecuted with regard to the use of this site, and no compensation whatsoever will be paid to Visitors.

Reservations

Familiprix reserves the right to amend these Policies and General Terms of Use at any time. We urge you to refer to them often. Should we be required to make major changes to these policies, we will post a notice to this effect on our homepage, where we deem appropriate.

Conclusion

Visitors who navigate this site are considered to have read the Policies and General Terms of Use and accepted their scope. As such, Visitors assume full responsibility in navigating the site and expressly release Familiprix, its shareholders, officers, directors, employees, and agents, and Familiprix pharmacist-owners from any responsibility in this regard.

By providing personal and other types of information to Familiprix, Familiprix pharmacist-owners, or the Desjardins payment solution provider, Visitors acknowledge that they have provided clear, free, and informed consent to the collection, communication, and/or use of such information by Familiprix, Familiprix pharmacist-owners, or the Desjardins payment solution provider for the specific purposes set out above.

¹ For the purposes of the Policies and General Terms of Use and the specific terms of use for the Health Zone, "Visitors" are defined as people who browse the site and authorize use of the computer or browser, as applicable.