

General Terms of Use

General information

This website is owned by Familiprix Inc. which holds the sole right to operate it in accordance with a licence granted to Familiprix Inc., a duly constituted corporation under the Canada Business Corporations Act, with its headquarters at 6000 Armand-Viaud, Québec City, Québec, Canada, G2C 2C5. (Hereinafter referred to as “Familiprix”)

Each branch affiliated with Familiprix is the property of an independent shareholder and is operated under an agreement with Familiprix Inc.

Unless otherwise indicated, any reference to Familiprix herein refers to Familiprix or the branch affiliated with Familiprix. Each reference to “we”, “us” and “our” herein refers to Familiprix or the branch affiliated with Familiprix.

The following apply to Familiprix's online and mobile services and constitute an agreement between Familiprix and any person (hereinafter “you” or the “visitor”) who accesses and/or uses the <https://www.familiprix.com/> website, and/or any mobile application developed by and/or on behalf of Familiprix Inc. (including the “Ma Pharmacie” application in which Familiprix acts as operator), and/or social networks, and/or social media, and/or any other medium or platform that allows the person to interact online with Familiprix including their content and the functionalities made available to the visitor (hereinafter individually and/or collectively referred to as the “Platform”). The information contained herein and on the Platform is not intended for children under 13. Parents are encouraged to monitor their children's use of the Internet and are responsible as legal guardians for determining which site is or is not appropriate for their children.

Visitors agree that they will be governed, without restriction or reservation, by these General Terms of Use, which may be amended from time to time, and by any other applicable law. IF YOU DO NOT ACCEPT OUR GENERAL TERMS OF USE, PLEASE DO NOT ACCESS AND/OR USE THE PLATFORM.

These General Terms of Use may be modified by Familiprix Inc. at its sole discretion, and without notice. The modifications will be effective from the time they are incorporated into the content hereof. We will notify you of any changes by publishing the revised General Terms of Use with the new effective date. Your use of any of the Platform's features, following the publication of any modification of these General Terms of Use, constitutes your tacit acceptance of such modifications and as a consequence, you will be bound by them. WE THEREFORE INVITE YOU TO REGULARLY REVIEW OUR GENERAL TERMS OF USE. IF YOU DO NOT AGREE WITH OUR REVISED GENERAL TERMS OF USE, PLEASE DO NOT ACCESS AND/OR USE THE PLATFORM.

Other Policies

Prior to accessing and/or using our Platform, you should always read the General Terms of Use along with our Privacy Policy, which is incorporated herein by reference. We invite you to read it to familiarize yourself with our practices for collecting and processing personal information.

Furthermore, when you register for certain Familiprix programs, such as the Familiplus Program or when you open a Health Profile (hereinafter collectively referred to as the “Program”) via the Platform, you are also governed by their specific terms of use, such as the Familiplus Program Terms of Use or the Health Profile Specific Terms of Use, which are hereby incorporated herein by reference.

In the event of any discrepancy, the specific terms and conditions or terms of use specific to each Program used by you shall prevail over these General Terms of Use.

Warranties, Disclaimers, and Limitation of Liability

Every effort has been made by Familiprix to ensure that the information provided in the Platform is as accurate as possible. However, Familiprix assumes no responsibility for the accuracy, comprehensiveness, validity, reliability or effectiveness of the information provided. Furthermore, Familiprix cannot guarantee the scope, effect or result of any information presented on the Platform, including nutrition and physical exercise information.

To the extent permitted by law, this information is provided without warranty of any kind, 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 shall not be held liable, under any circumstances, by you or any individual for any damages of any kind whatsoever, whether they are direct, indirect, incidental, special or consequential damages resulting from the access and/or use of the Platform and/or the use of the information provided on the Platform.

The information contained on the Platform is provided for illustrative purposes only and does not in any way constitute information on which you should base decisions of any nature whatsoever, and should not be construed as being useful in the diagnosis, treatment, mitigation or prevention of any disease, disorder, abnormal condition or their symptoms. The information contained on the Platform is not intended to replace the advice of a physician, pharmacist or other health professional, as the case may be. Nothing on the Platform should be construed in such a way as to constitute a statement, warranty or advice of a medical nature. You must contact a health professional regarding any questions or advice concerning your health.

Although efforts are made by Familiprix to protect the Platform, complete confidentiality and security cannot be guaranteed on the Internet. When you access and/or use the Platform, you do so at your own risk. By transmitting data or information to Familiprix on the Platform, you agree to assume all associated risks in this regard, including the interception of such data or information by third parties in any manner whatsoever. Familiprix shall not be held liable, regardless of any knowledge that it may or could have had of such a possibility, for any interception of data or the presence of viruses, and for any loss, direct, indirect, incidental or special damage that you may incur. Furthermore, Familiprix makes no representation or warranty regarding the proper operation or good working condition of the Platform.

Mentions and links to third parties

The mention in the Platform of a product, service, process, links to third parties websites or other information based on a brand name, trademark, manufacturer, supplier or any other source (hereinafter collectively referred to as "Third Party", "third party", "third-party") does not constitute or necessarily imply the approval, promotion or recommendation by Familiprix. Each third-party individually assumes sole responsibility for information about their products and services that are described in the Platform. The material made available on the Platform may not be up to date.

The Platform also includes links to other websites owned and operated by third parties. These links are provided to Visitors for their convenience only and to provide them with a more intuitive and enjoyable browsing experience. Accessing any other website from the Platform does not constitute an implicit or explicit approval by Familiprix of the content of such other website. Familiprix assumes no responsibility for these other websites and the information they contain. Familiprix cannot be held liable for any damage related to third parties, their products and services as well as their privacy and security policies. If you submit personal information to any of such third-party websites, your information is subject to the privacy policies of these websites. Familiprix therefore urge you to carefully read the privacy policy of each of such third party websites before providing any personal or confidential information.

Familiprix is free, at any time, to add, remove or modify any link appearing on the Platform and assumes no responsibility regarding the choice of links provided. It is prohibited to create a link on websites leading to the Platform without the prior written authorization of Familiprix Inc. To obtain such authorization, please contact us.

Platform Security

Visitors may only use the Platform for lawful and personal purposes. Activities including, but not limited to, modifying the Platform, misrepresenting the identity of a Visitor or conducting fraudulent activities in the Platform are prohibited.

It is strictly prohibited to violate or attempt to violate the security of the Platform, including, but not limited to:

- a. Access data that is not intended for you or connect to a server or program for which you are not authorized;
- b. Attempt to probe, scan or test the vulnerability of a system or network, or violate security or authentication measures without permission;
- c. Attempt to interfere with the service of any User, host or network, by any means including, but not limited to, uploading malware to the Site, saturation, flooding, spamming, mail-bombing or computer failure;
- d. Sending fake messages either in the name of Familiprix (allegedly originating from the Familiprix Platform), or to the Platform (in the name of another Visitor).

Visitors must not use any device, software, routine or data to interfere or attempt to interfere with the proper functioning of the Platform or the performance of activities in the Platform. The visitor agrees not to use or attempt to use any engine, software, tool, agent, data or any other device or mechanism (including, without limitation, browsers, search engines, robots, avatars or intelligent agents) other than engines and search agents provided by Familiprix or browsers generally made available to the public, to view, use or search the Platform. Any system or network security violation may result in civil or criminal liability of the offender.

Products information

Familiprix Inc. takes all necessary measures to ensure that the prices of the products and services shown on the Platform, if applicable, are identical to the prices displayed in its affiliated branches. However, the products and services offered on the Platform, their prices and availability may vary depending on the Familiprix affiliated branch and the region in which it is located.

Products and services prices and availability may change without notice. Familiprix makes every effort to ensure that the Platform is error-free. However, typographical errors, incorrect illustrations and pricing errors may still occur. In such cases, Familiprix reserves the right to make any necessary corrections and shall not be held liable for such errors.

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

THE PLATFORM AND ITS CONTENT SHOULD NOT BE CONSIDERED AS AN OFFER TO SELL PRODUCTS OR SERVICES.

Trademarks and copyrights

Trademarks and logos used or displayed on the Platform are registered or unregistered trademarks of Familiprix or Third Parties. The Familiprix logo is a registered trademark. Names or logos of other Familiprix products and services displayed on the Platform are registered or unregistered trademarks of Familiprix.

The names “Familiprix”, “Essentiel”, “Biomedic”, “Familiplus” or any other appellation, logo, graphic and/or design related to Familiprix and contained on the Platform constitute trademarks, registered or not, and are the exclusive property of Familiprix and protected under the Copyright Act. The trademarks listed above are for illustrative purposes only and such enumeration should not be construed to exclude any other trademark that is or will be the property of Familiprix. The names of all other Third Party products and services mentioned on the Platform may be trademarks of their respective owners. No trademark appearing on the Platform may be used without the written permission of Familiprix or the owner of such trademark.

The Platform and its content, including texts, names, words, titles, logos, graphic designs, images and photographs, are registered or unregistered trademarks and are the exclusive property of Familiprix and protected under the Copyright Act (Chapter C- 42). Any unauthorized use of the Platform and/or its content, including any reproduction, publication, distribution, transmission and public communication, in whole or in part, in any manner whatsoever, without the written authorization of Familiprix, is prohibited. Any commercial use and resale of data obtained on the Platform is strictly prohibited. Notwithstanding the foregoing, Familiprix authorizes paper or electronic copying of the information displayed on the Platform provided that it is made for your personal use. It is understood that the copy continues to be protected by the notices and statements provided for herein and by applicable agreements, treaties and other laws.

Familiprix electronic offers

When you purchase goods, products or services through the Platform, you implicitly authorize Familiprix to add your email address to its mailing list. As a result, we may contact you from time to time by email or other means to inform you of offers and promotions likely to be of interest to you, all in accordance with applicable laws.

When you choose to subscribe, if applicable, to a Familiprix loyalty and/or promotional program such as Familiplus or others, you implicitly authorize Familiprix to add your email address to its mailing list. As a result, we may contact you from time to time by email or other means to inform you of offers and promotions likely to be of interest to you, all in accordance with applicable laws. When you connect to the Platform using your email address, you implicitly authorize Familiprix to add your email address to its mailing list. As a result, we may contact you from time to time by email or other means to inform you of offers and promotions likely to be of interest to you, all in accordance with applicable laws.

You may withdraw your consent to receive emails from Familiprix at any time by unsubscribing from that promotional email. Each email sent by Familiprix contains instructions on how to unsubscribe.

Create an account

The Familiprix account

Features and other tools that Familiprix makes available via the Platform require that Visitor register for a Familiprix account.

The Familiprix account is a unified account that allows you to group your accesses into a single connection, without having to create separate accounts to use each mobile app or other Platform feature. Only people aged 13 or over are eligible for a Familiprix account.

To create your Familiprix account, you will first have to provide us with Personal Information such as your first and last name, valid email address and postal code. Additional Personal Information may subsequently be required, depending on the services used associated with your Familiprix account and the level of sensitive information to which you will have access. By providing us with this personal information, you confirm and warrant that it is true, accurate and valid. The information collected will be used, in particular for your identification and for fraud prevention and detection purposes, to ensure that an account is effectively associated with a real person. This information will also allow us to contact you regarding all matters related to your account. Any Personal Information held or to be held by Familiprix about you will be treated as confidential. For more information on this subject, we recommend that you read our Privacy Policy.

Personalized offers will depend on the type and amount of information you provide us and on your interaction with the Platform. A subscription to the newsletter will also be required in some cases to benefit from exclusive offers.

Profil Santé (My Health Profile)

Access to the Profil Santé allows you to submit a renewal request. If you request it from your Familiprix Inc. affiliated pharmacist-owner, the Profil Santé created from the website or from the "My Pharmacy" mobile app can also give you access to your list of prescriptions as held by your Familiprix Inc. affiliated pharmacist-owner. Familiprix acts as Platform Operator, but the content of your Profil Santé remains the property and liability of your Familiprix Inc. affiliate pharmacist. In view of this particularity, the Profil Santé is governed by specific terms and conditions and confidentiality, which are shown to Visitors on their first use of the Profil Santé. The Profil Santé is subject to the Terms and Conditions of "Mon Profil Santé" (My Health Profile), which are incorporated herein by reference.

Confidentiality

The Visitor understand and acknowledge that he/she is responsible at all times for maintaining and preserving the confidentiality of his/her Familiprix account and password. By accessing his Familiprix account with his username and password, the Visitor certifies his identity. Familiprix recommends that you never disclose your access credentials, even temporarily, to any third party, including family members or friends. Any use of your Familiprix and/or Profil Santé account is your sole responsibility, regardless of the circumstances. Familiprix will not be held responsible for any action, error, loss or damage, authorized or not, that may occur while accessing the Familiprix and/or the Profil Santé account. Familiprix is not required for any reason whatsoever, to verify the true identity of any individual who uses your username and password. Familiprix will never send you unsolicited message requesting your access credentials or Personal Information. We will never send you unsolicited message asking you to validate or restore your access to your account. Should you suspect or notice that someone else may know or have access to your access credentials, you must contact us immediately.

If you have disclosed Information that you would like to have removed from our records or that you would like to obtain more details about, please email our Customer Service Department at experienceclient@familiprix.com or write to the following address: Customer Experience, Familiprix Inc. 6000 Armand-Viau, Québec City, Québec G2C 2C5.

Collection of Technical Information

When you access and/or use our Platform, several technical information may be collected automatically.

This information includes, but is not limited to: the device you use to access our Platform, the type of your operating system, the type of your browser, your domain, your software applications, the Internet Protocol (IP) address of the device you use to connect to the Internet, your location data, your security level, your browsing behaviour on the Platform, the links on which you click, form data and downloads, pages you visited on the Platform, duration of visits and successful downloads, type of browser used, level of encryption supported by your browser, website that directed you to Familiprix, and other data collected, all using cookies and/or similar technologies (e.g., web beacons, pixel tags, mobile device identifiers, and tracking URLs) (all referred to as “cookies”).

The protection of your information is subject to the Privacy Policy, which is incorporated herein by reference.

Cookies

Though cookies allow the Platform to identify you as a Visitor, they cannot be used to identify you directly by your name or other Personal Information unless you log in to the Platform with your Familiprix account. In this case, the cookies will be associated with you and it will be possible to identify you.

For more information about cookies, we refer you to our Privacy Policy, which is incorporated herein by reference.

Remarketing

Familiprix uses an advertising delivery strategy offered by Google AdWords or any other available technology. This strategy essentially allows Familiprix – in case you have already visited its Platform and/or provided it with your email address, either explicitly or implicitly – to send you advertisements that correspond to your previous searches.

To do this, Familiprix places a cookie on your browser, which will be added to a remarketing list that Familiprix has created. It is based on this list that Familiprix Internet advertising and ads on Third Party websites will be sent to you since you have already visited the Platform and/or provided your email address explicitly or implicitly. The cookie does not identify you except as provided herein. Furthermore, the cookie does not give us access to your computer or device. You can disable the use of Google AdWords or any other similar technologies by visiting the online help pages of the major browsers.

Familiprix Photo Centre

Familiprix provides you with a link to the website centrefoto.familiprix.com where you can upload your images for the purpose of ordering photos and other photographic accessories. The Familiprix photo centre site is operated by Les Pros de la Photo (hereinafter referred to as the “Operator”) and has its own terms and conditions, which we invite you to read.

Anyone who has registered with and uses the Familiprix Photo Centre service, agree that any personal information necessary for the processing of his order and delivery, may be shared and held by Les Pros de la Photo.

Anyone who does not want his personal data transmitted to Les Pros de la Photo, may choose not to click on the link to access the Familiprix Photo Centre site and not to register as a member from this link.

Customer Service

If you wish to know, modify or obtain more details about the Information in your file, please email Customer Service Department at experienceclient@familiprix.com or write to the following address: Familiprix Inc. 6000, Armand-Viau, Québec City, Québec, G2C 2C5.

Orders

The Platform may allow you to make online purchases, if necessary. Receipt of an order acknowledgement by email does not automatically mean that Familiprix accepts the order and should not be construed as a confirmation of an offer to sell a product or service. Duly completed and submitted order constitutes your offer to purchase the products included in the order.

Notwithstanding applicable laws, Familiprix: a) reserves the right, without prior notice or liability towards any person, including you, to change the products and services advertised or offered for sale on the Platform, the prices and specifications of such products and services, any promotional offers and any other documents of the Platform; b) does not guarantee that products and services advertised or offered for sale on the Platform will be available when they are ordered or afterwards; c) reserves the right to limit the quantities sold or offered for sale; d) does not warrant that the Platform documents (including product descriptions and photos) are accurate, complete, reliable, up to date or error-free; and e) reserves the right to cancel, terminate, reject or not process an order (including an accepted order) if the price or other material information on the Platform is incorrect. In case Familiprix does not process your order for such reason, Familiprix will notify you that the order has been cancelled and will not charge you the amount of the order, or credit it to you, depending on the payment method used.

For more information, we invite you to read our Online Purchasing Policy, when it becomes available.

Delivery

Familiprix will not deliver the products you have ordered via the Platform. You must pick up such products yourself at a branch designated by Familiprix.

Familiprix will not be liable for any loss or damage to the products ordered once they are handed over by Familiprix to Canada Post or another delivery supplier.

Force majeure

Familiprix will not be liable for any failure to fulfil, in whole or in part, of any of its obligations to you or for any damage or loss that you may incur, in the event that such failure, damage or loss results from facts or circumstances that are beyond its control.

Exclusions and Liability Limitations

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

NEITHER FAMILIPRIX, ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, NOR ANY OF THEIR SUPPLIERS SHALL BE HELD LIABLE FOR ANY DAMAGES INCURRED. FURTHERMORE, THE COMPENSATION WOULD NOT INCLUDE ANY AMOUNT FOR INDIRECT, ACCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES,

EVEN IF FAMILIPRIX WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FAMILIPRIX' TOTAL LIABILITY TO YOU, WITHIN THE MEANING OF EITHER THE TERMS OF THIS AGREEMENT OR THE LEGISLATION IN FORCE, BASED ON ACTIONS OR CLAIMS THAT ARE IN ACCORDANCE WITH THE LEGISLATION OR IN CONFORMITY WITH THE LAW OR IN CONFORMITY WITH THE CONTRACT, EQUITY, TORT OR ANY OTHER PLAN, WILL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU TO FAMILIPRIX FOR THE PRODUCTS ORDERED. WHEN THE PURCHASE PRICE CANNOT BE DETERMINED OR IS NOT DETERMINABLE, IT WILL THEN BE DEEMED AND LIMITED TO A MAXIMUM OF \$50 CANADIAN DOLLARS. THE SUPPLIER'S TOTAL LIABILITY, OF ANY KIND WHATSOEVER, BASED ON ACTIONS OR CLAIMS IN ACCORDANCE WITH LEGISLATION OR IN ACCORDANCE WITH CONTRACT, EQUITY, TORT OR ANY OTHER PLAN, SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY YOU TO FAMILIPRIX FOR THE PRODUCTS ORDERED.

Jurisdiction

The Platform is controlled and operated by Familiprix Inc. in Québec City, province of Québec and the General Terms of Use are governed by the laws of the province of Québec and the applicable laws in Canada. Any dispute resulting from the visitor's use of the Platform will be referred to the competent courts of the Province of Québec, Judicial District of Québec.

Invalidation of any provision of the General Terms of Use will not invalidate all other provisions. Familiprix's failure to exercise any of its rights will not in any way be deemed a waiver of such right for the future.

Familiprix, its shareholders, officers, directors, employees and agents may not, under any circumstances, be prosecuted in connection with the use of the Platform and no compensation whatsoever will be paid to the visitor.

Licenses and terms of use of third parties

The use of Google Maps/ Google Earth APIs on our Platform is subject to Google's privacy policy available at: <https://policies.google.com/privacy>

Conclusion

Visitors who navigate on the Platform are deemed to have read the General Terms of Use and to have accepted their scope. As such, visitors assume full responsibility in navigating on the Platform and expressly release Familiprix, its shareholders, officers, directors, employees and agents from any liability in this regard.

By providing personal and other types of information to Familiprix and/or its trusted partners, such as Desjardins payment processing solution provider or Les Pros de la Photo, visitors acknowledge that they have given their express, free and informed consent to the collection, communication and/or use of such information by Familiprix and/or its trusted partners.

Interpretation

A version of this document is available in French. In the event of any discrepancy, the French version shall prevail over the English version.

Last update: September 1, 2019