

BY CLICKING THE "I AGREE" BUTTON BELOW YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

This service agreement (the "Agreement") constitutes the entire agreement between you (the "Client") and the Canadian Pharmacists Association ("CPhA") with respect to Client's access to and use of CPhA's e-CPS electronic Compendium of Pharmaceuticals and Specialties or CPhA's e-Therapeutics portal together with all the information, data, reports and other information (the "Content") made available to the Client (collectively, the "Service").

#### 1. CPhA POLICIES

Client's use of the Service is subject to this Agreement and any applicable CPhA policies, disclaimers, limitations and other terms and conditions, posted on the Service, which may be updated by CPhA from time to time without notice. These policies include, without limitation, the CPhA Editorial Policy and Erratum Policy. The Client is encouraged to check these policies periodically for updates.

#### 2. PAYMENT

Client agrees to pay all applicable fees and taxes with respect to the Service that Client has subscribed for or accessed for the applicable number of users, all in accordance with the CPhA's then-current fee policy.

Client shall pay all invoices for fees and taxes on the invoice date. Invoiced fees and taxes are subject to a late payment charge at the rate specified in the invoice, calculated from the invoice date, if not paid within thirty (30) days of the invoice date. Client shall not withhold or deduct any amounts from, or set-off amounts owed by CPhA to Client against, any amounts invoiced by CPhA for fees and taxes.

#### 3. RESTRICTIONS ON USE

Client acknowledges and agrees that the Service and any content and software used in connection with the Service contains proprietary information that is protected by applicable intellectual property and other laws. All whole and partial copies of the Service and any information obtained from the Service remains the property of CPhA and its licensors and will be considered part of the Service for purposes of this Agreement.

Except as expressly authorized by CPhA, Client agrees not to (and will not allow any third party to): (i) modify the Service or create derivative works based on the Service; (ii) reproduce, duplicate or copy any portion of the Service or any information obtained from the Service (in whole or in part); (iii) sell, resell, license, reverse engineer or otherwise make any portion of the Service or any information obtained from the Service available to any third party; or (iv) access the Service by any means other than through the interface that is provided by CPhA for use in accessing the Service. Client shall be responsible for use of the Service by any of its User(s) (as defined in Section 4) and take all necessary measures to ensure that the User(s) use the Service in accordance with the terms and conditions of this Agreement.

Client and its User(s) (as defined in Section 4) are permitted to print a reasonable number of copies of limited portions of the Content solely for Client's (and its Users') own personal reference. Client and its User(s) are also permitted to print and distribute to Client's (or its Users') own patients, a reasonable number of copies of certain items of Content specifically designated as patient information on the Service. In the event that Client wishes to make any use of the Service or Content outside of these restrictions, then Client should contact CPhA directly to discuss its requirements.

Client may, in some circumstances, print selected sections of product monographs however CPhA recommends that where product monographs are used, the full product monograph should be used. Partial product monographs should not be provided to patients or anyone else and are for use only by Clients, at their own risk. CPhA assumes no responsibility for, or liability in connection with, the use of partial product monographs obtained from the Service.

#### 4. LICENSE GRANT

Subject to the terms and conditions of this Agreement, CPhA grants to Client a personal, non-exclusive, non-transferable and limited license for use of the Service on CPhA's web server(s) by one or more of Client's employees (each a "User") solely for Client's internal, non-commercial purposes, provided that the Service is used, at any given time, only by as many User(s) as Client has purchased concurrent licenses. The foregoing license shall be for access and use only by the equivalent number of User(s) for whom Client has paid the applicable license fees. Client is not permitted to use, reproduce, transmit or communicate the Content for instructional or educational purposes. In the event that Client wishes to use any Content for instructional or educational purposes, the Client must contact CPhA to discuss its requirements.

No other right, title, license or interest in or to the Service and/or any other property of CPhA or its licensors is hereby granted to Client. CPhA may make changes to the Service at any time and without notice.

#### 5. ACCESS TO SERVICE

- a. **Username and Passwords.** Client shall obtain a username ("Username") and password ("Password") from CPhA which shall be used by Client's User(s) to access the Service. Client acknowledges and agrees that it:
  - i. has ensured that any of Client's User(s) accessing the Service understand the privacy, confidentiality and security terms outlined in this Agreement, including, but not limited to, the requirement to exit from the account at the end of each session; and
  - ii. shall ensure that all User(s) of the Service are aware of Client's obligations under this Agreement.
- b. **Multiple Users - Primary Contact Information.** If Client has more than one User, Client shall designate an employee as its primary contact for purposes of this Agreement (the "Primary Contact"). Client shall inform CPhA of the identity of its Primary Contact and shall provide true, accurate, current and complete information with respect to the Primary Contact. Client agrees to maintain and promptly update such information as may be required from time to time, to keep it true, accurate, current and complete. CPhA will use such information for purposes of managing access to the system and advising Client of relevant products and services related to the Service.
- c. **Individual Users - User Information.** If Client has only one User, Client shall provide true, accurate, current and complete information with respect to such User. Client agrees to maintain and promptly update such information as may be required from time to time, to keep it true, accurate, current and complete. CPhA will use such information for purposes of managing access to the system and advising Client of relevant products and services related to the Service.

#### 6. CONFIDENTIAL INFORMATION

Except as otherwise required by applicable law, Client, its employees, contractors and each of its User(s) shall maintain all Confidential Information obtained in connection with this Agreement in strict confidence.

For purposes of this Agreement, "Confidential Information" means all data and information which Client and any User(s) have obtained as a result of using the Service and which is marked confidential, including without limitation, any Username and Password.

#### 7. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT OTHER WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALL IMPLIED WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY CPhA AND WAIVED BY CLIENT. THE ENTIRE RISK AS TO THE ACCURACY OF ANY INFORMATION ON THE SERVICE AND USE OF THE SERVICE, AND THE RESULTS AND PERFORMANCE OF THE SERVICE, ARE ASSUMED BY CLIENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE INFORMATION AVAILABLE ON THE SERVICE IS NOT EXHAUSTIVE AND IS NOT INTENDED TO BE ALL INCLUSIVE. CPhA IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN.

IN NO EVENT SHALL CPhA (OR ITS LICENSORS, AGENTS, SUPPLIERS OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER SIMILAR DAMAGES, THAT MAY ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY AND EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

IN NO EVENT, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT (INCLUDING FUNDAMENTAL BREACH), COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY AND EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, SHALL CPhA'S (OR ITS LICENSORS', AGENTS', SUPPLIERS' OR SUBCONTRACTORS') TOTAL LIABILITY TO CLIENT FOR ANY DAMAGES, LOSSES, CAUSES OF ACTION OR OTHER AMOUNTS UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT PAID BY CLIENT TO CPhA FOR THE SERVICES PROVIDED HEREUNDER IN THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

CPhA (AND ITS LICENSORS, AGENTS, SUPPLIERS AND SUBCONTRACTORS) ARE NOT LIABLE FOR AND CLIENT SHALL BE LIABLE FOR: (I) CLIENT'S AND ITS USERS' USE OF THE SERVICE OR TRANSMISSION OF THE CONTENT; AND (II) CLAIMS AGAINST CPhA (OR ITS LICENSORS, AGENTS, SUPPLIERS AND SUBCONTRACTORS) BY USER(S) IN CONNECTION WITH THE SERVICE.

Client acknowledges and agrees that the Service may be unavailable periodically for scheduled and unscheduled maintenance. CPhA will endeavor to provide notice of any scheduled maintenance periods. CPhA will endeavor to perform scheduled maintenance during off-peak hours provided that in certain circumstances scheduled maintenance may need to be performed during business hours.

#### 8. TERM AND TERMINATION

The term of this Agreement shall begin on the date of acceptance of this Agreement by the Client and shall end when terminated by the Client or by CPhA.

CPhA may immediately terminate this Agreement and/or any User's access to the Service if Client or any User has breached the Agreement.

Client may terminate this Agreement at any time by ceasing to use the Service. If Client notifies CPhA in writing of its termination of this Agreement within thirty (30) days of the date of Client's acceptance of this Agreement, then Client shall be entitled to receive a refund of any prepaid fees less an administrative fee of thirty-five dollars (\$35.00). Except as set out in Section 11 below, CPhA will not provide a refund of any fees paid by Client if Client terminates this Agreement after thirty (30) days from the date of Client's acceptance of this Agreement.

CPhA may terminate this Agreement, for convenience, at any time, by providing the Client with not less than thirty (30) days written notice. In the event that CPhA terminates the agreement for convenience pursuant to this paragraph, then it shall refund to Client a pro rata portion of any amounts paid by Client in advance with respect to Services to be provided after the effective date of Termination.

#### 9. MEMBER ACCOUNT, PASSWORD AND SECURITY

The Client and its User(s) are responsible for maintaining the confidentiality of all means of access to the Service. The Client is fully responsible for all activities that occur under the Client's means of access.

The Client agrees to immediately notify CPhA of any unauthorized use of any of the Client's means of access or any other breach of confidentiality or security.

#### 10. INDEMNITY

Client shall defend, indemnify and hold CPhA and its officers, directors, employees, licensors, agents, suppliers and subcontractors harmless from any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, reasonable legal fees, made by any third party due to or arising out of, or in connection with Client's use of the Service, or any of Client's employees or Users' use of the Service, Client's connection to the Service or any breach of this Agreement.

#### 11. GENERAL

CPhA may update and change this Agreement from time to time by providing Client with written notice. In the event that CPhA makes any changes to the Agreement you will have an opportunity to accept the revised Agreement or terminate the Agreement (if you elect to terminate the Agreement, you will be entitled to receive a pro rata refund of any fees that you have prepaid). The most recent version of this Agreement shall be available at [www.e-Therapeutics.ca](http://www.e-Therapeutics.ca). The Agreement shall be governed by the laws in force in the Province of Ontario, Canada without regard to conflict of laws. Any dispute that may arise under this Agreement shall be resolved in the Province of Ontario in the City of Ottawa. If any provision hereof is held by a court of competent jurisdiction to be invalid, it shall be severed and the remaining provisions shall remain in full force without being invalidated in any way. The parties hereto are independent contractors. This Agreement and any additional terms are not intended to create a partnership, joint venture, or agency relationship between the parties. This is the entire agreement between the Client and CPhA relating to the matters contained herein and shall not be modified except in writing by CPhA. This Agreement may not be assigned without CPhA's written permission. No party will be deemed to have waived the exercise of any right unless such waiver is in writing. Sections 3, 6, 7, 10 and 11 shall survive termination of this Agreement.