

ONLINE TERMS & CONDITIONS OF USE

Daily Dose Pharmacy Inc. o/a The Health Depot Pharmacy (“The Health Depot,” “we,” or “us”) provides pharmacy-related healthcare services, including but not limited to the services accessed through this site (the “Site”) and we may provide the ability to use certain functionalities of the Site or provide other services of various kinds (the “Services”). The Site and Services are made available to you only under the following terms and conditions (the “Terms”).

PLEASE READ THE TERMS CAREFULLY. BY USING THE SERVICES, YOU ACKNOWLEDGE AND REPRESENT THAT (A) YOU HAVE READ THESE TERMS, (B) UNDERSTAND THEM, (C) AGREE TO BE BOUND BY THEM, AND (D) YOU ARE AT LEAST 18 YEARS OLD. NOTE THAT YOU MAY NOT USE THE SERVICES UNLESS YOUR ARE AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE TO ANY OF THE TERMS BELOW, WE ARE UNWILLING TO GRANT YOU ACCESS TO THE SITE OR THE SERVICES.

1. Access to Our Online Services

(a) Access to Features of Online Services.

For so long as you agree to these Terms and abide by them, you may use the Site and the Services.

(b) General Restrictions on Use.

The rights granted to you by these Terms will remain in force only for so long as these Terms remain in effect. You may use the Site solely for the purposes of participating in the Services, as identified below. You further agree not to combine or integrate the Service with hardware, software or other technology or materials not provided by us. You may not, directly or indirectly, modify or create any derivative product based on the Site or the Service. You may not, directly or indirectly, decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Site or the Services is compiled or interpreted, and nothing in these Terms should be interpreted as granting you any right to obtain or use source code. You agree not to use the Services or the Site to: (a) violate any local, state, national or international law; (b) stalk, harass or harm another individual; (c) collect or store personal data about other users; (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or (e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services. Without our written consent, you may not (i) use any high volume, automated, or electronic means to access the Services (including, without limitation, robots, spiders or scripts); or (ii) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. You promise that any information that you voluntarily provide to us will be true, accurate, complete and current.

(c) Use of Third-Party Offerings.

You may be able to access websites, content or services provided by third-parties through links that are made available on the Site. We refer to all such websites, content, services and products as “Third-Party Offerings.” For example, we may permit third parties to advertise their products and services on the Site, and those advertisements may contain links to the website(s) of the

advertisers. Unless we otherwise inform you on the Site, your use of such Third-Party Offerings is not ordinarily required in order to access and/or use the Services. If you elect to use such Third-Party Offerings, you understand that your use of them will be subject to any terms and conditions required by the applicable third-party provider(s). You understand that we are not the provider of, and are not responsible for, any such Third-Party Offerings and that these Terms do not themselves grant you any rights to access, use or purchase any Third-Party Offerings.

(d) Ownership.

As between you and us, we and/or our clients, as applicable, retain all right, title and interest in and to the Site, the Services, and all related intellectual property rights. Unless you first obtain the copyright owner's prior written consent, you may not copy, distribute, publicly perform, publicly display, digitally perform (in the case of sound recordings), or create derivative works from any copyrighted work made available or accessible via the Site or the Services.

Your feedback is welcome and encouraged. You agree, however, that (a) by submitting unsolicited ideas to us, you automatically forfeit your right to any intellectual property rights in those ideas; and (b) unsolicited ideas submitted to us or any of our employees or representatives automatically become our property

(e) Application Licence.

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.

2. Disclaimers, Limitations and Exclusions of Liability

(a) Disclaimer

The Site and the information, services, guidance and recommendations express or implied therein, are for informational services only, and you expressly agrees by the use of and access to this web site that we make no warranty or representation, express or implied, of any kind with respect to the Site or the contents of same. We specifically and expressly disclaim any and all responsibility, obligation or guarantee as to the content or materials displayed on the Site, or any of the accuracy or completeness of the information as to the products or their efficacy, fitness and/or merchantability for any particular purpose.

(b) No Warranties

THE SERVICE, THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND SERVICES RELATED TO THE FOREGOING ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE AND OUR AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE,

SYSTEM INTEGRATION AND ACCURACY OF DATA. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. WE AND OUR AFFILIATES DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR VIRUS FREE. THE SUBMISSION OF ANY PERSONAL CONTENT AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH OUR SERVICE AND/OR SITE IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR FROM RELIANCE UPON THE SERVICES, AND YOU ARE ADVISED TO MAINTAIN OFFLINE BACKUP COPIES OF ALL INFORMATION SUBMITTED BY YOU. WE ARE NOT THE PROVIDER OF, AND MAKE NO WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY OFFERINGS. WE DO NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SITE; AND YOU AGREE TO ASSUME THE SECURITY RISK FOR ANY INFORMATION YOU PROVIDE USING THE SERVICE.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE SERVICES PROVIDE COMPREHENSIVE OR ACCURATE INFORMATION. WE RESERVE THE RIGHT TO FILTER, MODIFY OR REMOVE CONTENT, MEDIA, INFORMATION OR ANY OTHER MATERIAL FROM THE SERVICES AND FROM THE OUTPUT OF THE SERVICES. YOU UNDERSTAND THAT WE HAVE DEVELOPED OUR TECHNOLOGIES TO FIND INFORMATION THAT WE BELIEVE WILL BE MOST RELEVANT AND INTERESTING TO YOU. ACCORDINGLY, WE MAY IN OUR DISCRETION FILTER OUT LINKS TO CONTENT AGGREGATORS, SEARCH ENGINES OR OTHER ONLINE SERVICES WHOSE TECHNOLOGIES AND SERVICES, IN OUR OPINION, ARE INCONSISTENT WITH THESE OBJECTIVES.

(c) Limitation of Liability

USE OF OUR SERVICE, AND THE SITE IS AT YOUR OWN RISK. IN NO EVENT WILL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH THESE TERMS, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS EXCEED ONE HUNDRED DOLLARS (CAD \$100.00). YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL TERM BETWEEN YOU AND US RELATING TO THE PROVISION OF THE SITE, AND THE SERVICE, AND WE WOULD NOT PROVIDE THE SITE OR SERVICE TO YOU WITHOUT THIS LIMITATION.

(d) Indemnification

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND, AT OUR OPTION, DEFEND OUR COMPANY (INCLUDING OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY INFORMATION PROVIDERS) FROM AND AGAINST ALL DAMAGES, LIABILITIES, AND EXPENSES,

INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THESE TERMS.

3. TERM & TERMINATION

(a) Conditions.

These Terms will become effective and binding when you use the Site or Service, when you voluntarily provide any information about yourself to us, or when you indicate your agreement by following any instructions we place on the Site (such as buttons labeled "I Agree"). You do not need to inform us if you wish to stop using the Site or Service. We reserve the right to terminate these Terms and your access to the Site and the Service at any time without notice. Your rights under these Terms will automatically and immediately terminate if you fail to comply with your promises and obligations stated in these Terms. The provisions intended to survive the termination of these Terms will continue to survive termination.

4. Delivery & Shipping Policy

(a) Shipping & Delivery

We at The Health Depot want to give you the best pharmacy experience, including ensuring you receive your packages safe, sound and in a timely fashion. The Health Depot ships medications in secure packaging to everywhere in Ontario. We have an agreement with Canada Post as our primary shipping partner.

Once you've signed up with The Health Depot and we have your prescription on file, you should receive your first delivery in 5-7 business days. Check your email for updates on your first delivery. You will be provided a tracking number to monitor your package's location and expected delivery date. We will ship your medication in discreet packaging to protect your privacy and use tamper evident seals for security. If you experience delays, please call us right away. If your package arrives damaged or with broken seals, let us know the tracking number provided with your package and we will replace it right away.

If you do not receive your medication and your package cannot be located using the tracking number provided, contact our office and we will re-ship the medication to you free of charge.

The Health Depot provides free delivery for all regular shipments of 3 or more prescription medications. If you need any emergency medication, we can ship it to you overnight, however please be aware an additional overnight charge may be applied.

Use the Site to schedule your delivery for whatever location is most convenient for you, including at home or work. Not all employers allow you to receive personal packages at work. If your employer does not allow you to receive personal packages at work, please update your shipping address on your Account or call us to update your Account information.

We can deliver all packages to any post office or Canada Post location free of charge. All deliveries containing narcotics, controlled and targeted substances (monitored substances) must be picked up at a Canada Post location. To pick up these packages you are required to produce valid government-issued photo identification and sign for the package. If you require someone else to

pick up your package that must be arranged with The Health Depot Pharmacy before your package is shipped. For more information please contact us at support@thehealthdepot.ca. All other home or office deliveries not containing monitored substances require a signature. However, if no one is available, a Delivery Notice Card will be left in the mailbox indicating the closest Canada Post location to pick up your parcel. You must bring a government-issued photo identification for the pickup. If you intend on having someone pick up packages for you, they must show a government-issued photo ID showing they live at the same address as you or the delivery notice card signed by you showing you give them permission to pick up your package. If you would like to have a designated pickup agent to regularly act on your behalf please contact us at support@thehealthdepot.ca.

Your package will be held at the post office for a maximum of 15 days, after which it will be returned to us. Please let us know if you are unable to pick up your package within the window of time indicated by Canada Post and we can coordinate the best location for your package to be delivered.

If you are unable to retrieve your package from the post office and are concerned your medication might expire, contact us at support@thehealthdepot.ca and we'll be happy to assist you. If you are receiving items that need to be refrigerated, like insulin, we will ship them to you in specialized coolers and coordinate delivery with you ahead of time to make sure your medication is not left sitting for more than 2 business days.

If you change your shipping address, please update your contact information and address right away from within your account. You can also contact us at support@thehealthdepot.ca.

The Health Depot will contact you if your medication is on manufacturer backorder and work with you to make sure you are still getting the medication you need. We will still ship you any other medications you ordered that are not affected by any such back order.

(b) Medication Returns

As governed by the Pharmacy Operations and Drug Scheduling Act (PODSA) Bylaws: Part I(7): The Pharmacist shall not accept the return for use or re-use of any portion of any drug or non-prescription medication. The Health Depot does not accept returned medication, needles, syringes or lancets. Read more about proper disposal under "Medication Disposal."

(c) Medication Disposal

It is important to dispose of medication, needles, syringes or lancets correctly. The Health Depot does not accept returns of any of these items. If your prescription comes with specific directions for disposal, contact us at support@thehealthdepot.ca for assistance from a licensed pharmacist with instructions. For any other pharmaceutical product you need to dispose, take these items to a local pharmacy, or follow the guidelines set by the Health Products Stewardship Association with regards to The Medications Return Program. To download the information Brochure visit www.healthsteward.ca. In addition, you can access proper medication disposal information from the Government of Canada website - Learn More: <https://www.canada.ca/en/health-canada/services/safe-disposal-prescription-drugs.html>.

5. Packaging

(a) Packaging & Child Safety Waiver

The Health Depot 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.

SINGLE DOSE STRIP PACKAGING ARE NOT CHILD RESISTANT AND SHOULD BE KEPT OUT OF REACH OF CHILDREN AND PETS AT ALL TIMES. YOU ARE RESPONSIBLE FOR ENSURING NECESSARY SAFEGUARDS ARE IN PLACE TO KEEP CHILDREN AND PETS FROM ACCESSING OR TAMPERING WITH YOUR MEDICATIONS STORED IN SINGLE DOSE STRIP PACKAGING. BY USING THE SITE AND SERVICES YOU ARE WAIVING THE REQUIREMENT FOR THE HEALTH DEPOT TO PACKAGE YOUR PHARMACEUTICALS IN CHILD RESISTANT CONTAINERS FOR ALL NEW PRESCRIPTIONS AND REFILLS ORDERED FROM THE HEALTH DEPOT OR THROUGH THE SITE.

6. Payment

(a) Purchase and Payment.

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”). You may change the preferred Payment Method associated with your Account from time to time. When we process any purchase made using your Account, we will use the preferred Payment Method associated with your account at the time of processing. When you provide any payment account information, including your insurance information, to The Health Depot, you represent to The Health Depot that you are the authorized user of that payment account or insurance policy.

By making a purchase yourself, or by your Patient Representative making a purchase on your behalf, through the Site or Services, you agree to these Terms, 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 Health Depot accepts the offer of purchase. The Health Depot may, in its sole discretion, accept or reject an order you have placed.

(b) 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 The Health Depot and you agree to abide by the terms and conditions applicable to

that payment method. The Health Depot, 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 UNDER ANY CIRCUMSTANCES INCLUDING, WITHOUT LIMITATION, UPON TERMINATION OR SUSPENSION OF YOUR ACCOUNT(S) FOR ANY REASON, TERMINATION OF THESE TERMS 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 The Health Depot to acquire the product or service ordered, which offer will be deemed to have been accepted by The Health Depot when your payment account is charged.

7. MISCELLANEOUS MATTERS

(a) Patient Representative

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. After this process is completed, you will have the ability to manage the user's prescriptions and Services through your Account.

(b) Your Account

In order to certain features of the Site, or to access certain Services, including making purchases through the Site, you must create an account ("Account"). 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 or login information or to allow any unauthorized person to access to your Account. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your login information or your Account, or any other security breach involving your Account or the Site or Services at support@thehealthdepot.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, including but not limited to purchases, whether or not such activities have been authorized by you.

(c) Privacy

In the course of accessing and/or using the Site, and the Services, we may obtain information about you or you may be required to provide certain personal information to us. All uses of your personal information will be treated in accordance with our Privacy Policy, which forms an integral part of these Terms. If you use the Services, or the Site, you are accepting the terms and conditions of our Privacy Policy, as may be amended from time to time. If you do not agree to have your information used in any of the ways described in the Privacy Policy, you must discontinue use of the Site and the Services.

(d) Restrictions on Use of Materials

The design of this Site and all text, images, graphics, information, content, processes, layout and other material displayed on or that can be downloaded from this Site (“Site Materials”) are protected by copyright, trademark, and possibly patent and other laws and may not be used except as permitted in these Terms or with the prior written consent of The Health Depot. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit this Site or the Site Materials. The Health Depot trademarks, trade names, product names, trade dress, logos and other content may not be copied or used without the prior written consent of The Health Depot. Your misuse of the trademarks displayed on this Site is strictly prohibited.

The content, materials and information on the Site is solely and expressly for the educational use of the user and is meant to provide the user with some information with respect to a general knowledge of diverse and varied health subjects. Obviously, as with all website information, that information is not meant to substitute for, deter or detract from the guidance, advice and competent professional care, diagnosis and treatment of one's doctor, pharmacist or other professional health care provider. In all cases the user should seek the advice of a doctor, pharmacist or other health care provider before commencing treatment or use of a medicine, and without question, immediately and without fail, if a condition persists or worsens. The information provided on the web site is not specific or personal for any particular user or particular user concern, and The Health Depot cannot and is not responsible or liable in any way for any action taken by the user based on web site information. Information contained on a package or in package insert from the manufacturer of the product should be read, completely understood, reviewed and considered in the light of any professional health care provider's guidance, and only as directed by the package, package insert or the user's health care provider. It is essential that information contained on the Site not be used to diagnose, prevent, treat or cure any disease, malady or health issue. All relevant package manufacturer's material must be read, and all medications used only as directed by package label and physician's advice.

(e) Copyrights

If you believe your copyright has been violated by works or Third-Party Offerings accessible on the Site or through the Service, please contact us by email at support@thehealthdepot.ca.

(f) Modification to Terms

We may change these Terms from time to time. Any such changes will become effective when posted on the Site. If you object to any such changes, your sole recourse will be to cease using the Site, and the Services. Continued use of the Site, and the Services following posting of any such changes will indicate your acknowledgement of such changes and your agreement to be bound by the revised Terms, inclusive of such changes. In addition, certain features of the Services may be subject to additional terms of use. By using such features, or any part thereof, you agree to be bound by the additional terms of use applicable to such features. In the event that any of the additional terms of use governing such area conflict with these Terms, the additional terms will govern.

(g) Modification to Services

We reserve the right to modify the Site and/or Services at any time without notice. If you object to any changes to the Site or Services, your sole recourse will be to cease using them. Continued use of the Site or Services following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Services as so modified. We also reserve the right to discontinue the Site and/or Services at any time without notice. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Site or the Services.

(h) General Terms

You agree to comply with all laws, rules and regulations that apply to your use of the Site, and the Services. Any delay or failure by us to exercise or enforce any right or provision of these terms will not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, you agree that the court should endeavor to give effect to the intentions reflected in the invalid provision, to the fullest extent permitted by law, and the other provisions of these Terms shall remain in full force and effect. You agree that any claim or cause of action related to the Site, the Services and/or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. These Terms constitute the entire agreement between you and us with regard to the matters described above.

(i) Governing Law

All The Health Depot Sites and Services are controlled, operated and administered by The Health Depot from its offices within Canada. The Health Depot makes no representation or warranty that a The Health Depot Site or any of the Services are appropriate or available for use at any locations outside Canada. If you access a The Health Depot Site from outside Canada, you are responsible for compliance with all applicable laws. You may not export any of the Content accessible through a The Health Depot Site in violation of applicable export laws and regulations. These Terms and Conditions will be interpreted, construed and governed by the laws in force in the Province of Ontario, Canada, without reference to its conflict of laws principles. By accessing the Site or using the Services, you agree to submit to the jurisdiction of the courts of the Province of Ontario and to waive any objections based upon venue. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms and Conditions.

(j) More Information

For more information about the terms and conditions of use, or to request permission to reproduce or distribute material on this site, please contact service@thehealthdepot.ca.

Any rights not expressly granted herein are reserved.

[This Policy is Effective as of September 16, 2019]