

FOR PHONE ORDER CUSTOMERS
BIOSENSEPHARMACY CUSTOMER AGREEMENT



- Pharmacy Use Only -
Phone Order was taken by: _____
Date: _____ (Month/Day/Year)
Order Number#: _____

PLEASE READ THIS DOCUMENT CAREFULLY AND AGREE TO IT BEFORE COMPLETING PURCHASE. IT CONTAINS IMPORTANT TERMS AND CONDITIONS WHICH AFFECT YOUR LEGAL RIGHTS AND REMEDIES.

1. **Parties.** This Agreement is between you and BiosensePharmacy, d.b.a CanadaDrugSuperstore.com (“**CDS**”). When we refer to “us”, “we” or “our” in this Agreement, we are referring to CDS.
2. **Our Services.** CDS allows you to purchase medication and related products through our website, which is currently located at www.CanadaDrugSuperstore.com (the “**Website**”). We refer to these services as the “**Services**”.
3. **Excluded Services.** CDS does not provide any medical services or advice whatsoever. You agree that you are not relying on CDS for any medical services or advice.
4. **Your Representations, Warranties and Obligations.** You represent, warrant and agree that:
 - (a) you will not order any prescription drugs from CDS unless:
 - (i) you were physically examined within the previous year by a registered physician who was (on the date of the examination) licensed in your jurisdiction (the “**Physician**”),
 - (ii) the Physician lawfully issued you a prescription for the drugs (the “**Prescription**”) on the date of the examination; and
 - (iii) the Prescription is valid, has not expired, has not been altered, has not already been filled, was issued within the time periods required by the laws of your jurisdiction, and exactly matches the specifications of the drugs you are ordering;
 - (b) you will:
 - (i) only use the medication you purchase from us (the “**Medication**”) in accordance with the manufacturer’s instructions;
 - (ii) immediately stop using the drugs and contact your Physician if you experience any side effects;
 - (iii) if the Medication requires a prescription:
 - A. only use the Medication in accordance with the Prescription and under the direct care of the Physician;
 - B. only use the Medication for your personal use;
 - C. not re-sell the Medication or share the Medication with any third party; and
 - D. immediately destroy all copies of the Prescription once it has been filled.
 - (c) all information you have provided (and will provide) to CDS is (and will be) current, complete, and accurate and truthful;
 - (d) you will use the Services in a manner consistent with all applicable laws and regulations;
 - (e) you will not impersonate anyone or falsely represent an affiliation with any person or entity;
 - (f) you will not attempt to disrupt or interfere with the functioning of the Services; and
 - (g) you have full legal authority to use the Services.
5. **Updated Information.** You must immediately notify us if any of the information you have provided to us is or becomes inaccurate or incorrect.
6. **Security.** You must maintain the confidentiality and security of your username and password. You are solely responsible for all activities conducted under your user-name.
7. **Prices and Quantity.** All prices are in U.S. dollars and are subject to change without prior notice. CDS reserves the right to limit the quantities of your orders.

8. **No Refunds.** We will not provide any refunds after your order has been shipped.
9. **Mistakes.** If an error occurs regarding the description, price or availability of any product displayed on the Website or regarding any aspect of your order, CDS may correct or cancel your order at any time.
10. **Privacy Policies.** CDS respects your personal privacy. You can view our privacy policies from our home page.
11. **Consent to Collection of Personal Information.** You acknowledge that CDS and its pharmacists and physicians will collect personal information about you (your "**Personal Information**"), including your name, contact information, birth date, gender, numerical identifiers (e.g. medical insurance numbers), medical and health information (including the Prescription), personal preferences and credit card numbers. This information may be collected directly from you or from your Physician.

You acknowledge that CDS and its pharmacists, physicians and representatives may use the Personal Information for the following purposes:

- (a) to customize the advertising and content that is presented to you on the Website,
- (b) to process and deliver orders you place on the Website,
- (c) to process your payment,
- (d) to contact you regarding your orders or to provide you with future information about our services, and
- (e) to contact your Physician and verify the Prescription.

You acknowledge that CDS will disclose your Personal Information electronically or in writing to its physicians and pharmacists, your Physician, CDS's payment and delivery service providers and the purposes described in the above paragraph. CDS will not provide this information to any additional parties without your consent.

YOU HEREBY CONSENT TO CDS AND ITS PHYSICIANS AND PHARMACISTS COLLECTING, USING AND DISCLOSING YOUR PERSONAL INFORMATION IN THE MANNER DESCRIBED ABOVE. YOU ALSO CONSENT TO YOUR PHYSICIAN DISCLOSING YOUR PERSONAL INFORMATION AS DESCRIBED ABOVE.

12. **WEBSITE RISKS.** THE WEBSITE, ITS DESIGN, AND ALL INFORMATION, IMAGES, ARTWORK, TEXT, VIDEO, AUDIO, PICTURES AND OTHER MATERIALS ON THIS WEBSITE (COLLECTIVELY, THE "**CONTENT**") ARE PROVIDED "AS IS". THE CONTENT IS BELIEVED TO BE ACCURATE WHEN IT WAS POSTED ON THIS SITE. HOWEVER, CDS DOES NOT REPRESENT OR WARRANT THAT THE CONTENT IS ACCURATE, COMPLETE OR CURRENT.
13. **MEDICATION RISKS.** THERE ARE RISKS INVOLVED WITH THE USE OF VARIOUS MEDICATIONS, INCLUDING SERIOUS ILLNESS AND DEATH. CDS DOES NOT ACCEPT RESPONSIBILITY FOR ANY OF THESE RISKS, NOR DOES CDS ACCEPT ANY RESPONSIBILITY FOR DETERMINING WHETHER ANY PARTICULAR MEDICATION IS SAFE OR SUITABLE FOR YOU. YOU FULLY AND SOLELY ACCEPT THESE RISKS AND RESPONSIBILITIES.
14. **RELEASE.** YOU RELEASE CDS AND ITS PHARMACISTS (AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND REPRESENTATIVES) AND ITS PHYSICIANS FROM ALL CLAIMS, ACTIONS, LIABILITIES AND DAMAGES OF EVERY KIND AND NATURE RELATING TO ANY RISKS AND RESPONSIBILITIES DESCRIBED IN SECTIONS 12 AND 13 ABOVE.
15. **DISCLAIMERS.** CDS DISCLAIMS AND WILL NOT BE BOUND BY ANY WARRANTIES, CONDITIONS OR GUARANTEES, EITHER EXPRESSED OR IMPLIED BY LAW OR CUSTOM, WITH RESPECT TO THE SERVICES, THE WEBSITE, THE CONTENT OR THE MEDICATIONS AND OTHER PRODUCTS SUPPLIED BY CDS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
16. **LIMITATION OF LIABILITY.** CDS AND ITS PHARMACISTS (AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND REPRESENTATIVES) AND ITS PHYSICIANS WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOST PROFITS, BUSINESS INTERRUPTION OR OTHERWISE ARISING DIRECTLY OR INDIRECTLY FROM USE OF THIS WEBSITE, ITS CONTENT, THE MEDICATIONS SUPPLIED BY CDS OR OUR SERVICES. IN JURISDICTIONS THAT DO NOT PERMIT EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, CDS'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.
17. **MAXIMUM LIABILITY.** THE MAXIMUM LIABILITY OF CDS AND ITS PHARMACISTS (AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND REPRESENTATIVES) AND ITS PHYSICIANS FOR ALL DAMAGES RELATED TO THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT WILL BE LIMITED IN THE AGGREGATE TO THE TOTAL OF THE AMOUNTS YOU PAID TO CDS UNDER THIS AGREEMENT.
18. **INDEMNITY.** YOU WILL INDEMNIFY AND HOLD CDS HARMLESS FROM AND AGAINST ALL CLAIMS, FINES, TAXES, DAMAGES, EXPENSES, COSTS (INCLUDING ACTUAL LAWYERS' FEES) INCURRED BY OR CLAIMED AGAINST CDS OR ITS PHARMACISTS OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR REPRESENTATIVES OR ITS PHYSICIANS FOR ANY REASON RELATING DIRECTLY OR INDIRECTLY TO YOUR BREACH OF ANY OBLIGATIONS IN THIS AGREEMENT OR THE UNTRUTHFULNESS OR INACCURACY OF ANY OF YOUR REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT.

19. **Copyright.** The Website and the Content are protected by copyright laws. You may download the Content for your personal, non-commercial viewing, but you may not otherwise copy, reproduce, republish, post, transmit, display, perform, distribute, modify or create derivative works from the Content without CDS's prior written approval.
20. **Trade-marks.** CANADADRUGSUPERSTORE™ and the CANADADRUGSUPERSTORE™ logo and all other trade-marks and trade names of CDS appearing on the Website are owned by CDS. You must not use any of these marks in association with any product or service, in any manner that is likely to cause confusion, or in any manner that disparages or discredits CDS.
21. **Linking.** The sites that are linked from our Website are not under our control, and CDS does not assume any responsibility or liability for any communications or materials available at those linked sites. All links are provided for your convenience only; they are not an endorsement or referral by CDS. If you wish to provide a link to our the Website from your website, you may only link to our home page at www.CanadaDrugSuperstore.com. You may not use any of CDS's icons on your website without the express written consent of CDS, and you may not use the link to suggest that CDS sponsors, endorses, approves of or is affiliated to your website.
22. **Governing Law/Courts.** This Agreement will be interpreted according to the laws in force in British Columbia, Canada, and the parties hereby attorn to the exclusive jurisdiction of the courts of British Columbia. YOU AGREE THAT YOU WILL NOT INITIATE OR PARTICIPATE IN ANY LAWSUIT OR OTHER LEGAL ACTION OR PROCEEDING AGAINST CDS OR ITS PHARMACISTS OR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES OR OTHER REPRESENTATIVES OR ITS PHYSICIANS IN ANY COURT OTHER THAN THE COURTS OF BRITISH COLUMBIA, CANADA. You agree that CDS may enforce a final British Columbia judgment in any other jurisdiction by initiating an action or proceeding in that jurisdiction based on the British Columbia judgment or by taking any other steps permitted by law.
23. **Notices.** You consent to receiving notices from CDS by email (using the email address you provide to CDS from time-to-time through the Website) or through postings on the Website. You agree that all notices provided in this way satisfy any legal requirement that such notices be given in writing. You will send all notices to CDS via email to notices@CanadaDrugSuperstore.com, or to such other addresses or numbers as required by any further notice from CDS.
24. **Changes.** The terms and conditions of your future orders with CDS may vary from the terms and conditions of this Agreement. Please ensure you thoroughly read the terms and conditions in effect at the time you place your order with CDS.
25. **General.** No waiver of any breach of any term or condition of this Agreement will be construed to waive any subsequent breach of the same or any term or condition of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. This Agreement forms the complete agreement between the parties and will not be interpreted by reference to any previous document or agreement, either oral or written, unless specific provision is herein made to the contrary. You may not assign or sublicense any of your rights under this Agreement without our written consent, which may be withheld for any reason or without reason. We may assign and sublicense all or any of our rights under this Agreement as we see fit. Headings have been inserted into this Agreement for convenience only and will not be used to interpret this Agreement. You will execute and deliver to us any additional instruments and take any additional steps that may be required to give full effect to the intent expressed in this Agreement. This Agreement will bind and ensure to the parties hereto and their respective lawful successors and permitted assigns.
26. **Receiving your package.** Some customers miss the USPS delivery attempt notice, and when they realize that their packages have not arrived, it has been already returned to our company.

To avoid this situation, please check the USPS website with your tracking number often. If you don't find a delivery notice, but if on the USPS tracking page they say it attempted a delivery, please phone USPS. Phone 1-800-222-1811 and talk to a USPS customer representative, give him/her your tracking number, then ask for the address, phone number and hours of operation of the local Postal Unit your package is being held at. You can schedule a redelivery or go and pick it up in person. For pick up, your photo ID is required. Please note: Our customer Service center has no more information or ability than what you can see and do on the USPS.com tracking website.

If you forget to check the tracking status and if USPS keeps it for 30 days, your package will be returned to us. The USPS service will hold your package for up to 30 days, after that they will return the package to us and we will then contact you to decide if you want to cancel your order or have it resent. **The following charges then apply.**

Option 1: Re-sending

\$30 resending fee will apply. We do not make any money on this service, as USPS charges us \$18.00 to send your package back to us and it costs \$12.00 to resend it to you. (We consume labor and packaging material costs at our expense.)

Option 2: Cancelling your order

\$20 cancellation fee will apply to those wishing to cancel for whatever reason. This fee only covers the return shipping cost of \$18.00 and the credit card transaction fees, we do not make any money on. (We consume labor and packaging material costs at our expense.)

By signing, I confirm that:

- I have read and understood all of the above terms and conditions and acknowledge that these terms and conditions form part of this agreement
- I understand that the above terms and conditions significantly limit my legal rights and remedies.
- I am at least 19 years old and have reached the legal age of majority in the jurisdiction where I live.
- to be legally bound by the above terms and conditions, and
- that the above terms and conditions will immediately form a binding contract between me and CDS.

Name: _____

(First Name, Last Name)

Signature: _____ Date: _____ (Month / Day / Year)

* Please sign above and send this form to us immediately. This can be done by either:

1. FAX to: TOLL FREE FAX: 1-877-832-7960 or local: 1-604-278-7960
2. Mail to: BiosensePharmacy 235-13500 Maycrest Way Richmond BC V6V 2N8 Canada
3. Scanning the completed forms and email to: RX@CanadaDrugSuperStore.com