

## Terms and Conditions

**Effective Date: April 1, 2025**

These Terms and Conditions are published and maintained at <https://pharmasecurity.com>, which shall be the authoritative and binding version. All references to the Terms and Conditions in invoices, websites, or other communications shall be deemed to incorporate this canonical version by reference.

### Conditional Use

1. **Condition of Use.** Use of the IP Desk Phone Services (“Phone Services”) and/or the Integrated Voice Response System (“IVR Services”), collectively referred to as the “Services,” is conditional upon full acceptance of the provisions within this document. Use of the Services constitutes acceptance of all conditions and terms. If You (hereinafter referred to as “You” or “User”) do not accept these terms, do not use the Services. By using the Services, logging in to Your account, or paying any invoice issued by Pharma Security Group Inc. (“PSG,” “We,” “Us”), You acknowledge and agree that You are bound by these Terms and Conditions.

2. **Between.** These Terms and Conditions govern the relationship between You and PSG, including its servants, subsidiaries, affiliates, and agents.

a. Pharma Security Group Inc. is incorporated under the laws of Ontario, Canada.

3. If You are accepting on behalf of Your employer or another entity, You represent and warrant that: (i) You have full legal authority to bind Your employer, or the applicable entity, to the term herein.

**3A. Definitions.** For purposes of these Terms and Conditions:

- **“Phone Services”** means the IP Desk Phone Services described in these Terms, including VoIP-based telephony hardware and related services.
- **“IVR Services”** means the integrated voice response services, including but not limited to prescription refill solutions, automated menus, call-routing,

appointment booking features or lines, or any other IVR-based solutions provided by PSG.

- **“Add-On Solutions”** means any additional services, modules, integrations, or customizations provided by PSG, whether connected to Phone Services or IVR Services, including but not limited to analytics tools, reporting add-ons, fax solutions, or bespoke client-requested features.
- **“Services”** means, collectively, the Phone Services, IVR Services, and Add-On Solutions.

For further clarity, Phone Services and IVR Services may be purchased separately or together, and Add-On Solutions may be purchased either bundled with those services or as standalone services.

#### **4. Privacy Policy.**

You confirm that You have read, understood, and agree to our Privacy Policy, which is published and maintained at [https://pharmasecurity.com/Privacy\\_Policy\\_PSG.pdf](https://pharmasecurity.com/Privacy_Policy_PSG.pdf). The terms of the Privacy Policy are incorporated into these Terms and Conditions by reference and form part of this Agreement. You agree that the terms of such policy are reasonable and satisfactory to You, and that continued use of the Services constitutes acceptance of the Privacy Policy as it may be updated from time to time.

#### **Permitted Usage**

5. You may use the Services for Your own personal or commercial purposes as expressly provided by these Terms and Conditions. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sub-license, or create derivative works from Your use of the Services. Nor may You use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy the Services. You may not copy, modify, reproduce, republish, distribute, display, or transmit for

commercial, non-profit or public purposes all or any portion of the Services. Any unauthorized use of the Services is prohibited.

### **Limitation of the 911 Service**

#### **6. a. PSG Provides Access to Emergency Calling Services (911).**

PSG provides access to emergency calling services, allowing You to access either basic 911 or Enhanced 911 (E911) service. Your access may differ depending on Your location or the device You are using, and emergency calling services work differently than You may have experienced using traditional wireline or wireless telephones. It is strongly recommended that You have an alternative means for placing emergency calls available at all times.

PSG users using IP Desk Phones or 911-Enabled Softphones can dial 911 directly from their IP Desk Phones or 911-Enabled Softphone. EMERGENCY CALLS CANNOT BE PLACED THROUGH SOFTPHONES THAT ARE NOT 911-ENABLED.

For purposes of these Terms “IP Desk Phone” means a telephony hardware device that uses VoIP to place and transmit; “911-Enabled Softphone” means a softphone for which the PSG 911 Service is supported as identified in a pop-up notification within the Softphone application.

#### **b. How it Works.**

When a PSG user dials 911 on an IP Desk Phone or 911-Enabled Softphone, the PSG phone number and the Registered Address You have provided is sent to the local emergency center serving Your location. Your “Registered Address” is the address of the physical location where You will use Your Phone Services. In some areas, emergency operators have access to this information; however, in areas where only basic 911 service is available, the emergency operator answering the call may not be able to see Your PSG telephone number or Your Registered Address. You should always be prepared to provide the emergency operator with Your PSG telephone number and Registered Address in case the call is dropped or disconnected. If You are unable to speak, the emergency operator may not be able to send help to Your location and/or call You back should the call be

disconnected. PSG does not control whether or not the emergency operator receives Your telephone number and Registered Address.

Emergency dialing with Your Phone Services works differently than emergency dialing over traditional phone service. In some cases, 911 calls dialed from Your PSG device cannot be directed to the local emergency response center, and are instead directed to a National Emergency Call Center (the “NECC”). That might happen if there is a problem validating a Registered Address, if the Registered Address is an international location, or if the Registered Address is in an area that is not covered by the landline 911 network. 911 calls that are directed to the NECC may not include Your PSG telephone number or Your registered address. Trained operators at the NECC will request Your name, location, and telephone number and attempt to reach emergency responders in Your local area. Until You give the operator Your phone number, and location, he/she may not be able to call You back or dispatch help to Your location if the call is dropped or disconnected.

c. Service limitations.

PSG 911 service will not function in the event of an Internet or power outage, or if Your broadband, ISP, or Phone Services are terminated. It is possible that network congestion may delay or prevent completion of a 911 call. PSG 911 service may not be available if You are dialing from a PSG number that is not a Canadian or United States number.

d. Registering Your Location.

You agree to register with PSG immediately, upon activation of Your Account, the address of the physical location where You will use the Phone Services for each Digital Line, including each IP Desk Phone and each 911-Enabled Softphone. This is Your Registered Address. You agree to confirm Your Registered Address with PSG for each Digital Line by email at [info@pharmasecurity.com](mailto:info@pharmasecurity.com). You and Your End Users shall use the Phone Services at the Registered Address provided for the applicable Digital Line. If You or Your End Users move a registered device, You agree to immediately notify PSG by email of the updated Registered Address with

the new physical location of the device. You acknowledge that if You do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit Your current location information to emergency responders, delaying emergency assistance to You. It may take up to several hours for the address update to take effect. Customers with more than one line or extension are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each IP Desk Phone and each 911-Enabled Softphone, and that their End Users are aware of how the Registered Address can be changed.

e. Notification of Employees, Guests, or Other Users.

You agree to notify any employees, contractors, guests, or persons who may place calls using the Phone Services or may be present at the physical location where the Phone Services may be used, of the limitations of PSG 911 Service from Your PSG IP phone, other equipment or the PSG 911-Enabled Softphone. You agree to affix a PSG-provided sticker warning that 911 services may be limited or unavailable in a readily visible place on each piece of equipment that might be used to access or use the Phone Services. You and Your End Users should always have an alternative means for placing 911 calls.

f. Disclaimer of Liability for Emergency Call Response.

You acknowledge and agree that Your use, and use by Your employees and/or guests or other third parties, of PSG's 911 Services are subject to the limitations described herein.

The availability of certain features, such as transmission of a Registered Address or Your PSG telephone number, depends on whether local emergency response centers support those features, and are factors outside of PSG's control. PSG relies on third parties to assist us in routing 911 calls to local emergency response centers and to the NECC. PSG does not have control over local emergency response centers, the NECC, emergency responders, or other third parties. PSG disclaims all responsibility for the conduct of local emergency response centers, the NECC and all other third parties involved in the provision of emergency

response services. Accordingly, to the extent permitted by applicable Law, You hereby release, discharge, and hold harmless PSG from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call. You agree to indemnify and hold harmless PSG, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising out of: (i) Your provision to PSG of incorrect information, including physical addresses, or Your failure to update Your Registered Address; (ii) Your failure to properly notify any person who may place calls using the Phone Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Phone Services for any reason; and (iv) the inability of any user of the Phone Services to be able to dial 911 or access emergency service personnel for any reason.

**ACCORDINGLY, YOU AGREE THAT PHARMA SECURITY GROUP SHALL NOT BE RESPONSIBLE OR LIABLE FOR- AND AGREE TO FULLY, FINALLY, AND FOREVER RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS PHARMA SECURITY GROUP FROM AND AGAINST ANY CLAIM BASED ON, RESULTING FROM, OR RELATING TO- ANY ACTS OR OMISSIONS RELATED TO THE HANDLING OF, OR NOT HANDLING OF, OR RESPONSE, OR LACK OF RESPONSE, TO ANY EMERGENCY CALL OR OTHER COMMUNICATION IN CONNECTION WITH THE PHONE SERVICES.**

### **Service Requirements and Limitations**

#### **7. a. IP Network Sufficiency**

You acknowledge and agree that: (i) the Services require a properly-configured, high performance, enterprise-grade broadband IP network and connection; (ii) use of the Services with any lesser network, services, or connection may result in partial or complete unavailability, interruption, or underperformance of the Services or other services utilizing the same network, services, or connection; and (iii) 3G, LTE or 4G networks are not recommended for use with the Services. Accordingly, You agree to provide and maintain, at Your cost, an IP network, services, and connection meeting the foregoing standard and all equipment

necessary for the Services to connect to and use such network, services, and connection. PSG is not liable for any unavailability, interruption, or underperformance of the Services related to Your IP network or connection.

**IMPORTANT INFORMATION:** If Your IP network or connection fails, Your Services will also fail. Your Services may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of PSG's control.

b. Caller ID Display Limitations and Compliance

You acknowledge and agree that the disclosure and/or display of information related to the origination of calls, messages, and other communications (including "Caller ID" information) in connection with the Phone Services may be subject to legal requirements, including without limitation those related to the accurate display of such information or the enforcement of certain privacy instructions, settings, etc. You agree to comply with all such applicable Laws and implementing regulations. PSG has no obligation to disclose, display, or transmit any such information for or in connection with any Customer Communication. You agree to indemnify and hold harmless PSG from any and all third party claims, losses, damages, fines, or penalties arising out of Your breach of this Section.

c. Operator Assisted Calling, 311, 511 and other X11 Calling

PSG does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or calling card calls). Your Phone Services may not support 211, 311, 411, 511, and/or other N11 calling (except as otherwise provided in these Terms) in one or more service areas.

d. Use of Third Party Devices

PSG does not guarantee or make any representation or warranty that any IP Desk Phones and/or other equipment related to IP Desk Phones which are not purchased through or supplied by PSG or its designated third-party vendor will work or be compatible with the Phone Services or support the Phone Services' full performance or quality of service potential or range of features and functionalities.

## Use Policies

### 8. a. High Risk Use

**YOU ACKNOWLEDGE THAT THE SERVICES ARE NOT DESIGNED, MANUFACTURED, INTENDED, OR RECOMMENDED FOR USE FOR ANY HIGH-RISK OR FAIL-SAFE PURPOSE OR ACTIVITY OR IN ANY ENVIRONMENT WHERE FAILURE, INTERRUPTION, MALFUNCTION, ERROR, OR UNAVAILABILITY COULD RESULT IN SUBSTANTIAL LIABILITY OR DAMAGES, PHYSICAL HARM OR PERSONAL INJURY, DEATH OR DISMEMBERMENT, OR PROPERTY OR ENVIRONMENTAL DAMAGE. YOU REPRESENT AND WARRANT THAT YOU AND YOUR END USERS WILL NOT USE THE SERVICES FOR ANY SUCH PURPOSE OR ACTIVITY OR IN ANY SUCH ENVIRONMENT.**

### b. Acceptable Use

**NEITHER YOU NOR ANY OF YOUR END USERS SHALL USE THE SERVICES FOR ANY ILLEGAL, FRAUDULENT, IMPROPER, OR ABUSIVE PURPOSE OR IN ANY WAY THAT INTERFERES WITH PHARMA SECURITY GROUP'S ABILITY TO PROVIDE HIGH QUALITY SERVICES TO OTHER CUSTOMERS, PREVENTS OR RESTRICTS OTHER CUSTOMERS FROM USING THE SERVICES, OR DAMAGES ANY PHARMA SECURITY GROUP'S OR OTHER CUSTOMERS' PROPERTY.**

A breach of obligations in this Section (Use Policies) constitutes a material breach of these Terms, such that PSG may suspend service, terminate the Agreement immediately, or take any other action PSG deems necessary to provide the Services to you and others; to protect you, the Services, and the PSG networks; and to enforce the terms of this Section.

Neither You nor any End User may use or allow use of the Services in any of the following ways:

**(i) Illegal or inappropriate behavior.** Using the Services in any manner that is in violation of applicable Law, obscene, threatening, harassing, defamatory, libelous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another's privacy.



**(ii) Distracted driving.** You are responsible for the safe use of the Services for any End User accessing Your account. You shall require the End Users of Your Services to become familiar and comply with all local laws before using a mobile application while operating a motor vehicle. Never text or use text-based messaging while driving.

**(iii) Spamming.** Sending messages or advertisements, including email, voicemail, SMS, or faxes, without the consent of the recipient or otherwise in violation of applicable Law.

**(iv) Blasting.** Intentionally engaging in blasting or broadcasting bulk communications, advertisements, or messages, including without limitation through email, voicemail, SMS, facsimile, or internet facsimile, except where expressly permitted herein.

**(v) Harvesting information.** Harvesting or otherwise collecting information about others, including email addresses, without their consent or in breach of applicable data protection or privacy laws.

**(vi) Auto-dialing.** Performing auto-dialing or ‘predictive’ dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable Law, or in an excessive or otherwise abusive manner.

**(vii) Transmitting viruses.** Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, Trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.

**(viii) ID spoofing.** Creating a false Caller ID identity (“ID spoofing”) or forged email/SMS addresses or headers, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.

**(ix) Infringement of rights.** Transmitting any material that may infringe, misappropriate, or otherwise violate the Intellectual Property rights, rights of

privacy, personality, or publicity or other rights of PSG or third parties, including but not limited to the display or use of any PSG Mark in any manner that violates PSG's then-current policies on its trademark and logo usage or without PSG's express prior written permission, or display or use of any Third-Party Mark without the prior written permission of the third party that owns any such Third-Party Mark.

**(x) Derivative Works.** Undertaking, directing, attempting, causing, permitting, or authorizing the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Services or any other software or hardware provided by PSG and used in conjunction with the Services.

**(xi) Illegal communications.** Transmitting any communication that would violate any applicable Law, or using the Services to facilitate any illegal activity.

**(xii) Excessive usage.** Utilizing the Services in excess of what, in PSG's reasonable discretion, would be expected of normal business use.

**(xiii) Interfering with another customer's use of the Services.** Using the Services in any way that interferes with, disrupts, prevents or restricts other customers' and third parties' use and enjoyment of the services.

**(xiv) Network Interference.** Interfering with, or disrupting, networks or systems connected to the Services.

**(xv) Avoiding compliance.** Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid compliance with the Agreement or applicable Law.

**(xvi) Granting rights to third parties with respect to the Services.** Selling; reselling; distributing; leasing; exporting; importing; or otherwise granting or purporting to grant rights to third parties with respect to the Services, and any software or hardware used in conjunction with the Services or any part thereof without PSG's prior written consent.

**(xvii) Unauthorized usage.** Undertaking, directing, attempting, causing, permitting, or authorizing the copying, modification, creation of derivative works,

translation, reverse engineering, decompiling, disassembling, or hacking of the Services or any software and hardware used in conjunction with the Services, or part thereof.

**(xviii) Circumvention of security measures.** Defeating, disabling, or circumventing any security mechanism related to the Services.

**(xix) Interception.** Intercepting, capturing, sniffing, monitoring, modifying, emulating, decrypting, or redirecting, any communication or data for any purpose, including, without limitation, by causing any product to connect to any computer server or other device not authorized by PSG or in any manner not authorized in advance in writing by PSG.

**(xx) Unauthorized repair.** Allowing any service provider or other third party – with the sole exception of PSG’s authorized maintenance providers acting with PSG’s express, prior authorization – to use or execute any software commands that facilitate the maintenance or repair of any software or hardware used in conjunction with the Services.

**(xxi) Unauthorized Access.** Gaining access to or using (or attempting to gain access or use) any device, system, network, account, or plan in any unauthorized manner (including without limitation through password mining).

**(xxii) Trunking.** Engaging in or to allowing trunking or forwarding of Your PSG telephone or facsimile number to (an)other number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.

**(xxiii) Traffic Pumping.** Engaging on or allowing traffic pumping or access stimulation of calls through Your Services or the PSG systems.

**(xxiv) Using any PSG Mark without consent.** Displaying or using any PSG Mark in any manner in violation of the applicable PSG Party’s then-current policies on its trade mark and logo usage or without the applicable PSG Party’s express, prior written permission, to be granted or denied in that PSG Party’s sole discretion.

**(xxv) Using any Third Party Mark without consent.** Displaying or using any Third Party Mark without the prior, written consent of the third party that owns the Third Party Mark.

**(xxvi) Protected Health Information.** If You qualify as a “covered entity,” “business associate,” or “subcontractor” under HIPAA or are otherwise subject to HIPAA: (1) transmitting, receiving, or storing protected health information (“**PHI**”) on a non-temporary basis, transmitting or receiving PHI; or otherwise using the Services without the PSG HIPAA Conduit setting being active and in effect.

#### c. Customer Legal Compliance

You represent and warrant that all use and Usage of the Services, and Your Account(s), will at all times comply with all applicable Laws, including but not limited to the rules, policies and regulations of the Federal Communications Commission (“**FCC**”) or the Canadian Radio-Television and Telecommunications Commission (“**CRTC**”), as applicable, and all Laws relating to Do-Not-Call provisions; unsolicited marketing; telemarketing; faxing; email marketing; spamming or phishing; data security or privacy; international communications; account or debt collection; recording of calls or conversations; export control; export of technical or personal data; end user, end-use, and destination restrictions imposed by the United States, Canada, or foreign governments; consumer protection; pornography; trade practices; false advertising; unfair competition; anti-discrimination; harassment; defamation; intellectual property; or securities.

#### d. Unsolicited Advertisements and TCPA Compliance

Certain communication practices – including without limitation, the placing of unsolicited calls; the placing of commercial messages; the sending of unsolicited facsimile, internet facsimile, SMS, or other messages; and the use of certain automated telephone equipment to place certain calls – are regulated in the United States by the Federal Telephone Consumer Protection Act of 1991 (also known as the “**TCPA**”) (available at <http://www.fcc.gov/document/telephone-consumer-protection-act-1991>), the Junk Fax Prevention Act of 2005, and under a

number of similar state, municipal or local laws, regulations, codes, ordinances and rules, and in Canada by the CRTC pursuant to Canada's Anti-Spam Law ("CASL") (available at <http://laws-lois.justice.gc.ca/eng/acts/E-1.6/index.html>).

You agree, represent and warrant that:

I. You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound communications made using Your Services ("**Customer Communication**");

II. All content, communications, files, information, data, and other content provided for transmission through Your Account and the Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the TCPA, Junk Fax Prevention Act, CASL, or any other Law; and

III. No unsolicited advertisements, commercial messages, solicitations, marketing or promotional materials, or commercial messages or content will be transmitted or distributed in the form of facsimiles or internet facsimiles through the Services.

At PSG's sole option and without further notice, PSG may use technologies and procedures, including without limitation, filters, that may block or terminate such unsolicited advertisements without delivering them.

You agree to indemnify and hold harmless PSG, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of Your violation or alleged violation of the TCPA, Junk Fax Prevention Act, CASL, or any similar regulation or legislation; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that You may send and/or receive using the Services.

**Customer Compliance with Porting Laws (Phone Services only).**

9. You acknowledge and agree that the porting of numbers is subject to telecommunications and other Laws and may be subject to third party terms and conditions. You agree, represent, and warrant that neither You; nor any User or

End User; nor any party acting on behalf of, at the direction or request of, or with the permission or knowledge of any of the foregoing will at any time: (i) violate any applicable Law or engage in any fraudulent or deceptive conduct in its porting-related requests or activities; (ii) engage in or facilitate “slamming” or the porting out of any telephone or facsimile number or change or attempt to change any party’s telephony service provider without first obtaining the proper, requisite consents and authorizations; or (iii) violate contractual or other obligations to service providers or other third parties.

### **Release of Numbers.**

10. You acknowledge that in the event of account termination or cancellation, all telephone numbers associated with Your Account, which have not previously been ported to another provider, may be released. Similarly, the cancellation of individual lines may result in the release of the related numbers if those numbers have not previously been ported to another provider. You acknowledge that You are solely responsible for working with a third-party provider to port out any numbers prior to termination or cancellation of Your Phone Services, or any individual line.

### **Input of Information**

11. You are solely responsible for the accuracy and completeness of any information inputted into the Services. Please be sure to check any information that may have been inputted on Your behalf. We are not responsible for any injury resulting from any error and or omission, however caused or arising.

12. Even if You take all steps correctly, the Services may fail to provide You and Your Users with an appropriate level of service.

13. Information inputted by You or on Your behalf will be used to make voice calls and/or receive voice calls. While we hope You are pleased with such calls, You agree that such phone calls may be sent and/or provided at an incorrect time, and/or may not be sent and/or provided at all. You hereby agree that PSG shall not be liable for same, and You will not seek to hold PSG liable. This includes the use of all services offered by PSG.

14. You agree to accept use of the Services subject to service interruption(s). Such interruption(s) may be without any notice whatsoever. Such interruption(s) may be caused by numerous occurrences, including but not limited to: failure of technology, information inputted incorrectly, wrong information, information becoming corrupted. Even where such failure(s) are foreseeable, and/or caused by negligence and/or the fault of PSG, You agree that PSG shall not be liable.

### **Claims of Copyright Infringement & Counter-Notification**

15. We respect the copyrights of others. If You believe in good faith that materials hosted by us infringe on Your copyrights, please send us a written notice that includes the following information (please note that we will not process Your complaint if it isn't properly filled out or if the complaint is incomplete):

- a. A clear identification of the copyrighted work You claim was infringed;
- b. A clear identification of the material You claim is infringing the copyrighted work, and information that will allow us to locate that material on the Website, such as a link to the infringing material;
- c. Your contact information so that we can reply to Your complaint, preferably including an email address and telephone number;
- d. A statement that You have a "good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
- e. A statement that "the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- f. The notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- g. Notices with respect to the Services and / or Website should be sent to us by email to [info@pharmasecurity.com](mailto:info@pharmasecurity.com)

16. We will review and address all notices that comply with the requirements above. If we remove or disable access in response to such a notice, we may notify the owner or administrator of the affected site or content so that he or she can make a counter notification.

17. We suggest that You seek legal counsel before filing a notice. Any misrepresentations in Your notice regarding whether content or activity is infringing may expose You to liability for damages (including costs and lawyers' fees).

### **Links**

18. We may provide links to other websites. Links are not intended to imply sponsorship, affiliation or endorsement. Such links are provided for convenience purposes. We are not responsible for the privacy practices or the content of such websites and their operations.

### **Access to Website**

19. We value Your interaction with our Services and our website, but in an effort to promote a better experience we reserve the right to suspend, or cancel any membership, and/or restrict Your access to our Services and our website for any reason, or no reason, at our sole discretion. Moreover our Services and / or the entire website may be made unavailable at any time. These occurrences may occur without any notice of any kind.

### **Use of the Services**

20. You are in the best position to protect Your own interest(s), and shall be responsible for doing so at all times. Due to the complexities involved with operating, creating, and maintaining our Services, we are unable to assume any responsibility for Your care and/or any liability whatsoever.

### **Practice**

21. Subscription Term. Your account will be debited each month for each location or solution You have set up with our Phone Services and/or IVR Services at an



agreed-upon rate, even if no phone calls are received and/or placed. Your initial subscription term for any purchased Phone Services and/or IVR Services is three (3) years, and Your subscription will automatically renew for successive three (3) year terms, and will continue to be billed monthly. For clarity, Phone Services and IVR Services may be purchased separately or together, and each purchased service is subject to this subscription term unless expressly stated otherwise in an order, proposal, or invoice.

## **21A. Add-On and Customized Solutions.**

a. Definition. “Add-On Solutions” means any additional services, software, features, modules, integrations, or customizations provided by PSG that are not classified as Phone Services or IVR Services under Section 3A. For clarity, prescription refill solutions and other IVR applications (e.g., automated menus, call-routing, appointment booking lines) are IVR Services, not Add-On Solutions, unless expressly designated as an Add-On in an order, proposal, or invoice.

b. Bundled with Phone or IVR Services. If an Add-On Solution is provided in conjunction with Phone Services or IVR Services, it is governed by the same subscription term and renewal provisions set out in Section 21 for the bundled service and may not be cancelled separately.

c. Standalone Add-Ons. If an Add-On Solution is provided independently (without Phone Services or IVR Services), it is subject to the separate subscription term stated in the applicable order, proposal, or invoice, which shall prevail over Section 21. Unless otherwise specified in writing, the minimum term for any standalone Add-On Solution is one (1) year and automatically renews for successive one (1)-year periods unless terminated in accordance with Section 22.

d. Classification & Precedence. If there is any ambiguity as to whether a solution is an IVR Service (or Phone Service) versus an Add-On Solution, the applicable order, proposal, or invoice controls. Absent an express designation as an “Add-On,” solutions that provide core IVR functionality (including prescription refill, automated menus, call-routing, and appointment booking lines) are deemed IVR Services.

e. Billing. Add-On Solutions, whether bundled or standalone, are billed in accordance with PSG's then-current pricing and invoicing practices, unless otherwise agreed in writing.

f. Trials/Pilots. Any pilots, proofs-of-concept, or trials of Add-On Solutions are, unless expressly excluded in writing, deemed Add-On Solutions and governed by this Section 21A and the Agreement.

g. Equipment/Returns; Policies. Any equipment supplied in connection with Add-On Solutions is subject to the return obligations in Section 22. Add-On Solutions are subject to the Use Policies (Section 8), Service Requirements and Limitations (Section 7), Limitation of Liability (Sections 38–41), and all other terms of this Agreement.

**22. Cancellation.** You may cancel by emailing [info@pharmasecurity.com](mailto:info@pharmasecurity.com) and expressly indicating that You would like to cancel Your subscription. At the time of cancellation, You will be responsible to pay for the unbilled portion of Your subscription and any Add-On Solutions based upon the amount of time remaining in the then-current term. You will also be responsible for returning all equipment initially provided to You at no cost, in a timely fashion, including any complimentary IP Desk Phone(s) and any other equipment provided at no charge. If Add-On Solutions are bundled with Phone Services or IVR Services, they are coterminous with, and may not be cancelled separately from, the bundled service. If Add-On Solutions are standalone, they may be cancelled at the end of their standalone subscription term in accordance with this Section.

## **23. Payment Authorization and Processing.**

a. Authorization. You authorize PSG to retain on file and charge or debit any payment method You provide, including without limitation credit cards, Pre-Authorized Debits ("PADs"), Stripe accounts, PayPal accounts, or any other instruments accepted by PSG from time to time, for any amounts owing under this Agreement. You further authorize PSG to initiate recurring charges or debits in accordance with Your subscription and invoicing schedule.

b. Pre-Authorized Debits. Where PADs are used, PSG will comply with the applicable rules of Payments Canada, including obtaining Your consent to the PAD agreement and providing notice as required.

c. Third-Party Processors. PSG may use third-party payment processors, including without limitation Stripe and PayPal, to process payments. You authorize PSG to share with such processors the information necessary to complete transactions, subject to each processor's privacy and security policies. PSG disclaims liability for the acts or omissions of such processors.

d. Default. If a payment method is declined, invalid, revoked, or otherwise unable to be processed, You remain responsible for all amounts due. PSG may suspend or terminate Services until payment is received.

24. If PSG has setup an answering machine system with the Service, our system may receive a message, although in some instances it may not.

25. You agree to use our Services only to service North American phone numbers – and shall not use our Services to call 900 numbers or other, pay per call, or reverse charge numbers, or the like. If such number is entered You agree to be responsible for any and all charges of such calls, as charged to Us, plus an administrative fee of CAD \$100 per instance. You hereby authorize us to charge Your credit card for this amount.

## **26. Third-Party Payment Providers.**

Payment processing through third-party providers, including without limitation Stripe and PayPal, is governed by Section 23 (Payment Authorization and Processing). By using such processors, You agree to be bound by their applicable terms of service, privacy policies, and dispute resolution procedures, in addition to these Terms and Conditions.

27. You authorize PSG to use Your personal information to enhance its own products and to Develop services, such information may be aggregated and used for other purposes.

## **Communications**

28. You hereby authorize us to contact You via e-mail, telephone, regular mail, or by other means, seeking comment on services, communication offers from our partners, promotions, and/or information that we believe may interest You.

29. You authorize us to provide, or cause to be provided to You, information from 3<sup>rd</sup> party sponsors, at our sole discretion. Such information may include but shall not be limited to: advertisements, public service announcements, etc.

### **We Provide**

#### **30. Use of Product(s)**

a. Services are a modern novelty, not intended to be used for any particular purpose and may not be suitable for any purpose.

b. Services are not intended to and should not be used to replace Your own diligence, ordinarily required to ensure proper communication with Your User(s) that You intend to use our Services for.

c. Our Services are not to be relied on for any purpose.

e. Due to the size of the service and the nature of technology we are unable to ensure or monitor the accuracy of any service and / or product. You agree that You shall arrange primary and a backup system in addition to the Services to ensure proper communication systems are maintained.

f. PSG does not provide medical advice, no information provided by or through PSG constitutes medical advice. You and Your Users will not rely on any information provided by or through PSG product and / or service as advice.

g. At all times Your Users will follow the advice of competent medical professionals. PSG has no knowledge of such advice, and is not responsible for such advice.

### **Information Provided**

31. While we have every intention to safeguard Your personal information, due to the nature of internet and other technologies we are unable to provide any guarantee, warranty, or promise as to the security of same. All electronic information may be vulnerable to hackers, viruses, malware, glitches, and may be intercepted during transmission. Information You provide to us is no different.

32. All information that is provided to us may be stored electronically.

33. You and Your Users agree that they will not take action or inaction arising out of or relating to any use of the Services and /or our website and / or anything appearing herein, any action and/or inaction shall be made upon the advice of a medical professional.

#### **No Warranty**

**34. IN ORDER TO PROVIDE YOU WITH THIS SERVICE, WE ARE UNABLE TO OFFER ANY WARRANTIES OR MAKE ANY REPRESENTATIONS ABOUT ANY BENEFITS OR OPPORTUNITIES THAT YOU MAY OBTAIN FROM ANYTHING RELATING TO OR ARISING OUT OF OUR RELATIONSHIP.**

**35. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

**36. THE SERVICES AND OUR WEBSITE ARE MADE AVAILABLE TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY OF ANYTHING ARISING OUT OF OR RELATING TO YOUR INTERACTION WITH US, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, WE MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT THE SERVICES AND / OR ANY INTERACTION WITH US WILL BE SECURE, ACCESSIBLE CONTINUOUSLY AND WITHOUT INTERRUPTION, OR ERROR FREE.**

**37. TO THE EXTENT THAT YOU MIGHT OTHERWISE BELIEVE THAT ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS HAVE BEEN MADE, YOU HEREBY AGREE THAT SUCH STATEMENTS, ARE TO BE CONSTRUED MERELY AS**

## **NONBINDING EXPRESSIONS OF POLICY NOT AFFIRMATIVE REPRESENTATIONS, OBLIGATIONS, GUARANTEES OR WARRANTIES.**

### **Limitation of Liability**

38. Use of the Services are accompanied by inherent risks, You hereby assume all risk(s) involved and associated with the use of same.

39. Due to the many complexities involved in facilitating the creation of the Services we are not able to be held responsible for: programming, construction, design, formulation, development of standards, preparation, processing, assembly, inspection, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labelling of any service and / or product.

40. Due to their unpredictability we shall not be liable for consequential damages, incidental damages, indirect damages, exemplary damages, or punitive damages.

### **Liquidated Damages**

41. If despite the limitations agreed to, to the extent which You may suffer and / or seek damages from us, however so arising including but not limited to claims arising under: contract, tort, other legal theories, or specific statute; due to the difficulty in calculating damages at the point of agreement, and in an effort to pre-determine costs, all parties agree to liquidated damages in the aggregate of \$100.00 Canadian funds. We have relied on this clause at considerable expense. We are not an insurer. You shall be solely responsible for insuring Yourself, for any and all damage(s) greater than this amount agreed to herein.

### **Limitations Agreed**

42. You agree not to use the Services in connection with any unsolicited advertising, marketing, or other activities, including, without limitation, any activities that violate any laws and regulations.

43. You agree not to use the Services in connection with any unsolicited or harassing messages, including but not limited to unsolicited or unwanted phone calls SMS or text messages, voice mail, or faxes.

### **Promotions**

44. From time to time, and as We see fit We may offer promotions. Participation in any promotion may be conditional to acceptance of separate terms and conditions.

45. Such promotions are as is and as available, and may be altered and / or revoked at any time at the sole discretion of PSG, without any notice, and without liability whatsoever.

### **General**

46. **Entire Agreement.** These Terms and Conditions (including any documents incorporated by reference) constitute the entire agreement between You and Us regarding the subject matter hereof.

46A. **Invoice Notice and Assent.** Each invoice references these Terms and Conditions by URL. Payment of any invoice constitutes acceptance of, and agreement to be bound by, these Terms in effect as of the invoice date.

46B. **Order of Precedence.** If there is a conflict between these Terms and Conditions and the term, renewal, or pricing set out in an applicable order, proposal, or invoice for any standalone IVR Service or Add-On Solution, the order, proposal, or invoice will govern for that standalone service. The remainder of these Terms and Conditions continue to apply.

47. **No Other Representations.** There are no warranties, representations, or agreements, other than those referenced in this document.

48. Nobody is permitted to vary the terms and conditions found within this document.

49. **Use of Materials.** Materials provided by or through our website including, but without limitation, design, text, editorial materials, informational text,

photographs, illustrations, artwork and other graphic materials, and names, logos, slogans, trademarks and service marks (collectively referred to as the "Materials"), are the property of Us, and our licensors, are protected by copyright, trademark and other intellectual property laws. No rights or license is acquired in any trademark, copyright, or other intellectual property rights in or to the Materials found on this site.

50. **Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

### **Dispute Resolution**

51. **Arbitration.** All disputes shall be finally resolved by binding arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of arbitration shall be Vaughan, Ontario. The language of the arbitration shall be English. All disputes and claims arising hereunder shall be determined in accordance with the laws of the Province of Ontario. The courts of Ontario have exclusive jurisdiction to enter judgment on any arbitral award and to grant provisional or injunctive relief.

52. **Venue (Subject to Section 51).** Subject to Section 51, the courts of Ontario, Canada (sitting in Vaughan) have exclusive jurisdiction to enter judgment on any arbitral award and to grant provisional or injunctive relief in aid of arbitration.

53. **Choice of Law.** The laws of the province of Ontario, Canada, without regard to its conflict of laws principles, shall exclusively apply, to all matters whatsoever arising under, in connection with, or relating to, this agreement and/or our website. These conditions and terms are to be both constituted and interpreted in accordance with the laws of Ontario.

54. **Limitation Period.** Any claim arising out of or related to this Agreement must be filed within two (2) years after the claim accrues, or it is forever barred.

55. **Claims Filed.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this agreement or the product must be



filed within two (2) years of entering into this agreement, or shall be forever barred.

**56. YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

**57. You agree that, by entering into this Agreement, You and Us are each waiving the right to a trial by jury or to participate in a class action.**

#### **58. Terms**

- a. PSG may update these Terms and Conditions from time to time. Updated versions will be posted at <https://pharmasecurity.com> and will indicate the "Effective Date."
- b. You agree to review the Terms regularly. Your continued use of the Services, logging in to Your account, or paying an invoice after the Effective Date of an update shall constitute Your acceptance of the updated Terms.
- c. If You object to material changes, Your sole remedy is to provide notice of termination in accordance with Section 22 (Cancellation).

#### **Indemnification**

59. If You bring a case against us, seeking a total amount great than the agreed liquidated damages, You hereby agree to indemnify us for all fees expended in defending such claim.

60. You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third Parties as a result of:

- a. Your breach of this Agreement or the documents referenced herein;
- b. violation of any law or the rights of a third party;

c. Your use of the Services and / or of this Site; or

d. Your use of the Services and / or this Site for, or on behalf of, a third Party.

**61. No Costs.** You agree that despite anything to the contrary You shall not be entitled to, and will not seek any costs and / or fees from Us relating to, and / or arising from any case brought.

**62. No Waiver.** No delay, failure, or waiver of PSG's exercise or partial exercise of any right or remedy under the terms and conditions bound in this agreement will operate to subsequently: alter, limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy.

**63. Interpretation.** If any provision is found to be inconsistent with another provision of this writing, such provision(s) shall be interpreted in a manner allowing for the greatest possible intended meaning of the entire agreement. Where not possible, inconsistent provisions shall be severed, but only to the extent necessary to remedy such inconsistency. Such provision or provision(s) will be severed from the agreement in a manner allowing for the largest part of the agreement to remain in full force and effect.

**64. Headings** are included for convenience purposes only and they do not form part of these terms and conditions.

**65. Language and Inconsistencies:** Any inconsistency between this agreement as expressed in English and any other language shall, to the fullest extent permitted by applicable law, be resolved by reference to the English version. Les parties ont convenu de rédiger cette entente en anglais.