

TECHNOPHAR EQUIPMENT AND SERVICE LTD. TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) contain the terms on which we supply content, products or services listed on the websites and mobile applications (collectively referred to herein as the “Platform” or “Platforms”) owned and operated by Technophar Equipment and Service (2007) Ltd. (“Technophar,” “we,” “our” or “us”), a subsidiary of Qualicaps LLC (“QUALICAPS”).

By accessing or using the Platform you acknowledge that you have read, understood and agree to be bound by these Terms and our [Privacy Notice](#).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE, WHICH REQUIRES THAT YOU AND TECHNOPHAR ARBITRATE CERTAIN CLAIMS BY BINDING, INDIVIDUAL ARBITRATION INSTEAD OF GOING TO COURT AND LIMITS CLASS ACTION CLAIMS, UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE AS DESCRIBED IN THE ARBITRATION SECTION.

If you do not agree to these Terms, please stop using the Platform immediately.

A few important points:

- You are only eligible to use the Platforms if you are of the age of majority in the jurisdiction where you reside.
- We may update these Terms from time to time and such changes will become applicable to you if you continue to use the Platforms at any time after such changes are posted. If a material change is made, we will notify you through the Platforms. Read through any changes, and if you do not agree to them, please stop using the Platforms.
- Additional terms and conditions may apply to specific products or your use of certain portions of the Platform. These additional terms are also legally binding.

I. Proprietary Rights

All of the content on our Platform - including materials, text, images, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, and other content (“Platform Content”) - is owned by Technophar or others we license Platform Content from, and is protected under Canadian, and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

All trademarks, logos, service marks and trade names, including without limitation the Mitsubishi trademark and three diamond logo, are owned, registered and/or licensed by Mitsubishi, Technophar or its parent or affiliate companies. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

You agree not to change or delete any ownership notices from materials downloaded or printed from the Platform.

You agree not to copy, edit, translate, display, distribute, download, transmit, sell, redistribute, publish, or create derivative works from any content appearing on the Platform, including Platform and User Content, without Technophar's prior written consent, unless it is your own user content that you legally post on the Platform.

II. Warranty Disclaimer

All reasonable efforts have been made to include accurate and up-to-date information on the Platform. However, Technophar, QUALICAPS, its subsidiaries and affiliated companies make no representations or warranties, express or implied, as to the completeness or accuracy of any content included on the Platforms or will be free of viruses or other destructive code. All such documents, information and content on the Platform are provided "as is" without warranty of any kind. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF AND RELIANCE ON ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THE PLATFORMS. YOUR USE OF THE PLATFORMS IS AT YOUR OWN RISK. THIS PLATFORM AND ANY FEATURE ON THE PLATFORM IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. QUALICAPS, TECHNOPHAR, AND ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSEES (the "TECHOPHAR PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF ANY INFORMATION INCLUDED ON THIS PLATFORM, THE OPERATION OF THIS PLATFORM OR THE INFORMATION, CONTENT, FEATURES, MATERIALS, OR PRODUCTS INCLUDED HEREIN.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TECHNOPHAR PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS, AND FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS.

III. Limitation of Liability

THE TECHNOPHAR PARTIES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE PLATFORMS OR THE ACCURACY OF ANY INFORMATION INCLUDED HEREIN, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE PLATFORMS, ANY DELAYS ON THE PLATFORMS, OR THE INABILITY TO USE THE PLATFORMS, ANY

PORTION THEREOF, OR ANY HYPERLINKED PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE TECHNOPHAR PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE TECHNOPHAR PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IV. Links to Other Websites

The Platforms may contain links to other sites maintained by third parties. These links are provided only as a convenience to you. Technophar, Qualicaps, its subsidiaries and affiliated companies have no control over, and are not responsible for any content, products or services offered by or found on third party sites, or their privacy policies. Links to third party sites do not constitute an assumption of liability or sponsorship, endorsement or approval of these sites or the content contained in these sites.

Any third party hyperlinks made to the Platforms must include a clear explanation that the Platform is the property of Technophar and that no relationship to Technophar or QUALICAPS, or its subsidiaries and affiliates to the linking site shall be suggested or created by the link.

V. Indemnification

You agree to indemnify, defend and hold harmless Technophar, QUALICAPS, subsidiaries, affiliates and each of our and their respective officers, employees, contractors, directors, suppliers and representatives (“**Technophar Parties**”) from and against any losses, expenses, damages, claims, actions, demands or expenses (including reasonable attorney’s fees) including personal injury and death, regardless of whether they arise out of or are attributable to any act or omission, negligent or otherwise, of the Technophar Parties or any third party vendor, arising out of or in connection with: (a) your use of the Platforms, (b) your breach of these Terms, including any abusive or unlawful behavior, or (c) your infringement of any intellectual property or privacy right of any third party. This indemnification provision shall apply to third party claims as well as claims between you and the Technophar Parties under these Terms.

VI. Dispute Resolution - Arbitration Agreement

If a dispute arises between you and Technophar, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. When you have a problem with Technophar, you agree that you will first give Technophar an opportunity to resolve your problem or dispute. You may send a written description of your problem or dispute to: feedbackgroup@technophar.com. If for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Technophar’s receipt of your written description of it, you agree to the arbitration provisions below.

We will make every reasonable effort to informally resolve any claims, complaints, disputes, or disagreements that you may have with us.

To the extent permitted by applicable law, by agreeing to these Terms and by using the Platforms, you agree that, if those efforts fail, any complaint, dispute, or disagreement you may have against Technophar and any claim that Technophar may have against you, arising out of, relating to, or connected in any way with these Terms or our Privacy Notice, shall be resolved exclusively by final and binding arbitration (“**Arbitration**”) administered by JAMS or its successor (“**JAMS**”) and conducted in accordance with the JAMS Streamlined Arbitration Rules and Procedures (in effect at the time the Arbitration is initiated) or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the “**Applicable Rules**”). The Applicable Rules can be found at www.jamsadr.com.

YOU AND TECHNOPHAR AGREE THAT ALL CLAIMS SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY.

The arbitration shall be conducted in Windsor, Ontario, Canada, and judgment on the arbitration award may be entered by any court of competent jurisdiction. Either you or Technophar may seek any interim or preliminary relief from a court of competent jurisdiction in Windsor, Ontario, Canada, necessary to protect the rights or property of you or Technophar pending the completion of arbitration.

A single arbitrator will be selected in accordance with JAMS. The arbitration shall be conducted in English. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator will be final and binding on each of the parties. The arbitrator will not, however, have the power to award punitive or exemplary damages, the right to which each party hereby waives. The arbitrator will apply applicable law and the provisions of these Terms (or our Privacy Notice, if necessary) and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. The arbitrator's decision must include a written explanation and will remain confidential.

If any provision of this agreement to arbitrate in this Dispute Resolution Section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class, representative or private attorney general arbitration). Regardless of any statute or law to the contrary, notice on any claim arising from or related to these Terms must be made within one (1) year after such claim arose or be forever barred. Furthermore, this Dispute Resolution Section shall not prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This Dispute Resolution Section shall survive any termination of your account or the Platform. In the event that the arbitration provisions above are found not to apply to you or to a particular claim or controversy, either as a result of your decision or as a result of a decision by the arbitrator or a court order, you agree that any claim must be resolved exclusively by a state or federal court located in Windsor, Ontario, Canada. You and Technophar agree to submit to the personal jurisdiction of the courts located within Windsor, Ontario, Canada for the purpose of litigating all such claims or controversies.

Arbitration Opt-Out. YOU HAVE A RIGHT TO OPT-OUT OF THIS ARBITRATION AGREEMENT. IF YOU DO NOT AGREE TO THIS MANDATORY ARBITRATION PROVISION WITH REGARD TO ANY PARTICULAR INTERACTION WITH THE PLATFORM, THEN WITHIN THIRTY (30) DAYS FROM THE

DATE OF SUCH INTERACTION, YOU MAY OPT-OUT OF THIS PART OF THE AGREEMENT BY SENDING AN EMAIL TO feedbackgroup@technophar.com. Any opt-out received after the thirty (30) day time period will not be valid and you must pursue your claim via arbitration pursuant to these Terms.

VII. Void Where Prohibited

The Platforms and its contents are intended to comply with the laws and regulations of Canada. Although the information on the Platforms may be accessible outside of Canada, the information pertaining to Technophar or our products and services is intended for use only by residents of the Canada. Technophar reserves the right to limit the provision of its products and services to any person, geographic region or jurisdiction and/or to limit the quantities of any products or services we provide. Any offer for any product or service made on this Platform is void where prohibited.

VIII. General

- a. **Governing Law.** These Terms of Use and our Privacy Notice shall be governed by and construed in accordance with the laws of Canada and applicable provincial laws, without respect to its choice of law principles.
- b. **No Waiver.** No failure or delay by Technophar in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms.
- c. **Severability.** Unless otherwise expressly provided herein, the invalidity or enforceability of any provision of these Terms will not affect the validity or enforcement of any other provision, all of which remain in full force and effect.
- d. **Headings.** The headings in these Terms are for convenience only and have no legal or contractual effect.
- e. **Entire Agreement.** These Terms and the Privacy Notice represent the entire understanding between the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between you and Technophar regarding its subject matter, and may not be amended, altered or waived.
- f. **Assignment.** You may not assign these Terms without the prior written consent of Technophar but we may assign these Terms without any notice to you.
- g. **English Language.** The parties have requested and agree that these Terms and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

IX. Contact Us

If you have any questions or concerns about these Terms of Use, please contact us by email at feedbackgroup@technophar.com or write us at:

Technophar Equipment and Service (2007) Ltd.
3293 St. Etienne Blvd.
Windsor, Ontario N8W 5B1 Canada