

TERMS AND CONDITIONS OF MEMBERSHIP

I hereby agree to the following terms and conditions of membership (the "**Terms and Conditions**"), and acknowledge and agree that each time I use the services provided by CANAMERICA GLOBAL INC. ("**CanAm**") by such use I confirm that I have received, read and understood the most current version of these Terms and Conditions and agree to and accept them. The most current version of this Agreement may be found at «Domain_Name_Long»:

The Program

1. Any individual may apply for enrolment in the CanAm member card program (the "**Program**"). Each individual accepted for enrolment in the Program is referred to in these Terms and Conditions as a "**Member**", with all of such individuals referred to collectively as "**Members**".
2. In these Terms and Conditions:
 - (a) "**NSP**" means one of the pharmacies which CanAm has selected to fill Prescriptions for Members, and "**NSPs**" means more than one NSP;
 - (b) "**Prescription**" means a direction given by a medical practitioner directing that a stated amount of a drug specified in such direction be dispensed for the Member identified in the direction, and "**Prescriptions**" means more than one Prescription;
 - (c) "**Prescription Medication**" means a drug dispensed pursuant to a Prescription;
 - (d) "**Product**" means any product sold by one of the NSPs, either requiring a Prescription or not, and "**Products**" means more than one Product; and
 - (e) any reference to these Terms and Conditions includes any and all amendments which may be made to these Terms and Conditions, from time to time, by CanAm, in its sole discretion.
3. Members may purchase Products from one or more NSPs using one of CanAm's member service representatives (individually, an "**MSR**" and collectively "**MSRs**"). MSRs will help the Members facilitate their purchases. This assistance may include obtaining and transmitting the information necessary for the NSP to fill Members' Prescription(s).
4. When a Member contacts an MSR, the MSR will provide the Member with the cost to the Member of all Product(s) available from each of its NSPs. A single, all inclusive price will be quoted for each product, which price will include, without limitation, the cost to the Member of the Product quoted together with all service charges, commissions and delivery charges charged by any and all parties connected with the transaction including, but not limited to, CanAm, the NSP, the MSR and any delivery service used. Upon receipt of payment, CanAm will be responsible for allocating the funds amongst the parties accordingly. Product inventories and price lists are subject to change, without notice, in the sole discretion of either CanAm or the NSP, as the case may be.
5. The Program is not an insurance plan.
6. The Program is designed mainly for individuals using maintenance medications for the treatment of long-term conditions.

7. CanAm is not itself a pharmacy. It will take reasonable steps to determine that any NSP which you choose to fill your Prescription(s) is licensed under the laws of the jurisdiction where it operates. Can Am is not responsible, however, for any errors or omissions that the NSP may make.
8. Due to legal restrictions or scarcity, there may be situations in which a Product a Member may wish to order is not available.

Enrolment in the Program

9. Enrolment in the Program is subject to criteria established by CanAm, which criteria are subject to change in CanAm's sole discretion, without notice. Some applicants, including me, may not qualify for membership in the Program. Eligibility determinations shall be made by CanAm in its sole discretion.
10. Those individuals determined to be eligible for enrolment in the Program, shall receive a **"CANAMERICA GLOBAL MEMBER CARD"** (the "**Card**"). Receipt or possession of a Card is not evidence of membership in the Program. An individual who receives a Card must call CanAm's telephone number(s) on the Card in order to activate the Card, entitling that person to become a Member of the Program. Each time a Member or an individual otherwise in possession of a Card, calls CanAm's telephone number(s) on the Card, and uses the services ordinarily provided only to Members of the Program (see "The Program" above), then by such use, that individual confirms (i) his/her status as a Member, (ii) that he/she has received, read, understood and signed these Terms and Conditions, and (iii) that he/she agrees to and accepts these Terms and Conditions. The most current version of these Terms and Conditions may be found at <http://www.canamericaglobal.com>.

My Membership in the Program

11. My participation in the Program is voluntary, and at my own risk.
12. The Program and/or my participation in it may be terminated by CanAm at any time with or without notice or cause. Upon termination of the Program and/or my participation in it, I will promptly return the Card to CanAm.
13. I will comply with these Terms and Conditions. If I fail to comply with these Terms and Conditions, I will no longer be eligible to participate in the Program.
14. My membership in the Program shall not constitute or be construed as constituting a partnership, joint venture or principal-agency relationship between myself and CanAm.

Power of Attorney

15. I name and authorize each of CanAm and any NSPs which will be supplying Products to me, as my agent and attorney for the limited purposes of taking all steps and signing all related documents on behalf of myself necessary to complete the sale of the Product(s) to me in the jurisdiction in which the applicable NSP operates, including, without limitation:

- (a) appointing the third party such as a courier or postal service that will act as my agent for the purposes of taking possession of, then delivering to my address, the Product(s) I have ordered; and
- (b) in such cases where a Prescription must be re-written or co-signed by a physician licensed to practise medicine in the jurisdiction in which the applicable NSP operates, taking all necessary steps on my behalf to contact such physician and convey the relevant information that CanAm or NSP has about me (including the original Prescription and my contact information) for his/her review.

Each of CanAm and any such NSP(s) has the same authority in this regard as I would if I was personally present, taking those steps and signing those documents myself.

Me and my Medication(s)

- 16. I am of the age of majority and I am not restricted from making my own medical decisions.
- 17. I will be the only person using the Prescription Medication which I order and I will use them as prescribed.
- 18. I will not order more than a 3 month supply of Prescription Medication.
- 19. In the case of each and every Prescription which I entrust CanAm to arrange to be filled pursuant to these Terms and Conditions, I will ensure that I have taken each such Prescription Medication, for at least thirty (30) days prior to my providing CanAm with my Prescription for each such Prescription Medication.
- 20. I cannot return the Prescription Medication which I order for exchange or refund.
- 21. A physician ("**Primary Physician**") duly licensed to practise medicine in the country, province, territory, state, or other applicable jurisdiction, in which I reside, will prescribe any Prescription Medication which I order. Any Prescription(s) will be lawfully obtained by me from my Primary Physician, who physically examines me.
- 22. I will, to the best of my knowledge, fully and truthfully disclose all pertinent information and documentation required to fill my Prescription(s). I will notify CanAm of any changes to my physical or medical condition by providing an updated Member Questionnaire. It is my responsibility to have regular physical examinations by my Primary Physician, including all suggested tests to ensure I have no medical problems that contraindicate my taking the Prescription Medication.
- 23. I will immediately contact my Primary Physician in the event I experience any unexpected side effect(s) from the Product(s) which I order.

My Information

- 24. The collection, retention, disclosure and use of my personal health information by CanAm shall be governed by the privacy policy of CanAm in effect, and as amended, from time to time, in the reasonable exercise of CanAm's discretion.

25. I authorize CanAm to collect from me, my Primary Physician, an NSP or my pharmacist, and share with any NSPs and pharmacists which fill my Prescription(s) or any physician who co-signs or re-writes my Prescription(s), my personal health information, for the purposes of facilitating the filling of my Prescription(s). NSPs may also share my information with each other in order to fill my Prescription(s) and promote safety.

Dispensing

26. CanAm and the NSPs which fill my Prescription(s) are relying on the health information and documentation that is provided by me. This includes, but is not limited to, my Member Questionnaire and all other related information I forward to CanAm.
27. In all cases, CanAm must receive a valid Prescription for fulfillment, and in some cases, a Prescription must be re-written or co-signed by a physician licensed to practise medicine in the jurisdiction in which the NSP filling my Prescription(s) operates. In the event my Prescription must be so re-written or co-signed, the co-signing physician will evaluate my medical profile and may approve my Prescription, but is in no position to modify the Product(s) which I order. This relationship does not replace the relationship I have with my Primary Physician.
28. When possible, any Prescription Medication which I order will be in original manufacturer's packaging that may or may not be in child resistant packaging, and I must indicate if I choose or choose not to have child resistant packaging supplied.
29. An NSP may substitute a generic Prescription Medication for a brand name Prescription Medication, where available, unless my Primary Physician has indicated there be no such substitution.
30. Habit forming, narcotic, or any other controlled Prescription Medication are only available where permitted to be delivered or picked up at the location of the NSP filling my Prescription(s).
31. The sale to me takes place in the jurisdiction in which the fulfilling NSP operates, and I become the owner of the Product(s) when the NSP places the Product(s) in a container or otherwise completes the steps necessary to prepare it for my use. I am then responsible for personally importing the Product(s) to my address in the jurisdiction in which I reside. Any steps connected with transportation are carried out by me or by someone acting as agent on my behalf.
32. The pharmacists, contracted physicians and NSPs are located and licensed to practise pharmacy or medicine, as the case may be, in various jurisdictions. All treatment I receive from each of the said pharmacists, physicians and NSPs is being received in the jurisdiction in which each such pharmacist, physician or NSP is licensed and/or operates.

Release & Disputes

33. I agree that any and all agreements reached, or contracts formed, throughout the course of my relationship with CanAm shall be deemed to be made in the Commonwealth of the Bahamas (the "**Bahamas**"), and accordingly shall be governed by the laws of the

Bahamas applicable to such agreements and contracts, and I acknowledge that I am benefiting from such laws by engaging CanAm to arrange for my order(s) to be filled.

34. Any dispute that arises between myself and CanAm, its affiliates, related companies, subsidiaries, officers, directors, shareholders, employees or agents, shall be governed by the laws of the Bahamas applicable to contracts formed in the Bahamas, provided that the courts of the Bahamas shall have sole and exclusive jurisdiction over any such dispute, including but not limited to, claims of negligence or malpractice. If I am a consumer located in the United States at the time of the order, I may choose instead to refer the dispute for binding settlement to the American Arbitration Association, and the supplementary rules for consumer-related disputes shall apply. One arbitrator will then decide the matter in accordance with the substantive law of the Bahamas. The arbitration shall be governed by the substantive law of the Bahamas, and evidentiary privileges under the law of the Bahamas (such as solicitor-client) will apply as well. No action or claim may be brought more than a year after I receive the Product(s) which I order.
35. The dispute settlement provisions contained in these Terms and Conditions shall survive regardless of the invalidity of these Terms and Conditions in whole or in part.
36. Where either CanAm or I am liable to compensate the other, the amount is restricted to recovering those actual losses recoverable by the laws of the Bahamas, and not any punitive or exemplary damages.
37. Any provision in these Terms and Conditions that is invalid or unenforceable shall be deemed to be severable from the other provisions contained in these Terms and Conditions.
38. CanAm, and the NSPs, disclaim any and all representations and warranties, whether express or implied, with respect to the Program and my participation in it.
39. I release, discharge, indemnify and hold harmless each of CanAm, the NSPs, the MSRs, each of their respective subsidiaries, affiliates, and suppliers, and each of their respective officers, directors, shareholders, agents and employees from any and all liability, claims, causes of actions or damages of any kind, whether direct, indirect, consequential, incidental, punitive or otherwise, however caused and regardless of the theory of liability, arising from or due to:
 - (a) any act, error or omission on the part of any third party who is appointed as my agent pursuant to these Terms and Conditions;
 - (b) termination of the Program and/or my participation in it;
 - (c) errors made by prescribing physicians;
 - (d) any problems that arise from my failure to provide full and accurate information in accordance with these Terms and Conditions;
 - (e) side-effects I experience from the Product(s) which I order;
 - (f) the failure of the Product(s) which I order to produce a particular effect that I or my physician expect or desire;
 - (g) any errors or omissions by the NSP that fills my Prescription(s); and
 - (h) these Terms and Conditions or my participation in the Program except where my loss is caused by CanAm's own actions (and not those of other persons such as NSPs, pharmacist, prescribing physicians, me or my agent, etc) and CanAm is

liable for the loss under the laws of the Bahamas, taking into account all limitations or defences, including those stated in these Terms and Conditions.

40. These Terms and Conditions constitute the entire agreement between CanAm and myself, and CanAm and I have no additional obligations or liabilities to one another due to any other statements we may have made prior to my agreeing to be bound by these Terms and Conditions.

BY MY SIGNATURE BELOW, (1) I CONFIRM THAT I HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, (2) I CONFIRM THAT THE REPRESENTATIONS MADE BY ME IN THESE TERMS AND CONDITIONS ARE TRUE AND CORRECT, AND (3) I AGREE THAT THESE TERMS AND CONDITIONS ARE BINDING ON ME AND MY HEIRS, EXECUTORS, LEGAL PERSONAL REPRESENTATIVES AND ASSIGNS.

(Signature)

(Print Name)

(Date of Execution)