



Terms of Use and Privacy Policy

Terms of Use

By using this Service (as defined below), you agree to the following Terms of Use, which constitute an agreement between you and the respective owners and operators of the MedPlan Websites. We may change these terms from time to time. You will always be able to view the most current version by clicking on the link posted on this site.

By using this Service, you agree to these Terms of Use. If you do not agree to all of these Terms of Use, do not use this Service.

Scope of these Terms of Use

MedPlan provides users with access to a wide variety of resources through their respective professional Web sites including, but not limited to, articles, reference tools, continuing education for medical professionals, communication tools, message boards and search services (collectively, the "Service"). MedPlan may have other Web sites that are covered by different terms of use. The terms of use for these other Web sites are available on the home page of each such Web site. The Service is intended for physicians and other healthcare professionals.

Reference to "MedPlan" means MedPlan Communications Inc, including any company that MedPlan controls (for example a subsidiary that it owns). Reference to "we" or "our" means MedPlan.

Our Information

Please remember that all of the information available through the Service is intended for adults who are licensed healthcare professionals. While we hope you find the Service helpful, you should remember that it is not meant to serve as a substitute for your own clinical judgment as a healthcare professional. MedPlan does not provide medical advice. If you are a consumer who chooses to use the professional-level information available through the Service, you should not rely on that information as professional medical advice or use it to replace any relationship with your physician or other qualified healthcare professional. For medical concerns, including decisions about medications and other treatments, consumers should always consult their physician or, in serious cases, seek immediate assistance from emergency personnel. We each follow standard sets of editorial procedures for information that we



each make available through the Service. However, we don't offer you any warranty or guarantee related to the Service that we provide. We specifically disclaim any warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose. It's your job to evaluate the information and results from the Service we provide. If you are a healthcare professional, you should exercise your professional judgment in evaluating any information, and we encourage you to confirm the information made available or otherwise obtained through the Service with other sources before undertaking any treatment based on it. If you are a consumer, you should evaluate the information together with your physician or another qualified healthcare professional. The use of the Service is at your own risk and the Service and the content are provided on as "AS IS" basis. Some information made available through the Service may be provided by users of the applicable Web site. MedPlan is not responsible for that information. Whether the information is provided by us, our licensors or a user of a Web site owned and operated by MedPlan, neither we nor our licensors are liable for any damages resulting from your use of the information made available through the Service. Although we are selective about the organizations we link to from our respective Web sites, we don't assume any responsibility for any Web sites that are linked to or from the Service. While we welcome your feedback regarding the Service, we must make the final decisions about the content made available through the Service. You can use the feedback link on the home page of the applicable Web site to submit comments. If you are dissatisfied with the response you receive or with the content of the Service, your only remedy is to stop using the Service.

Proprietary Rights

You acknowledge and agree that the Service and information, content and software presented to you through the Service or used in connection with the Service contain proprietary and confidential information that is protected under Canadian and international intellectual property laws, including copyright, trademarks, service marks, patents or other proprietary rights and laws. Except when expressly authorized by us or our licensors, you agree not to sell, rewrite, modify, redistribute, create derivative works, or rent the Service of any information presented to you through the Service, in whole or in part.

You may look at the Service online, download individual articles or tools to your personal or handheld computer for later reading or use, and even print a copy of an article for yourself. You may not remove



any copyright notices from our materials. We reserve all of our other rights not granted in these Terms of Use. You agree not to access the Service by any means other than through the interface that is provided by us for use in accessing the Service.

Linking to Us

Usually, we don't mind if you include a simple link from your Web site to the Service. However, you must first ask our permission if you intend to frame our site or incorporate pieces of it into a different site or product in such a way that is not clear to our users that we are the source of the content. You are not allowed to link to us if you engage in the publication or promotion of illegal, obscene, or offensive content, or if the link in any way negatively impact on our reputation.

Software Products

MedPlan may make some software and accompanying documentation available for downloading through the Service. These materials are the copyrighted work of MedPlan or companies that have licensed the software to MedPlan. We do not transfer any ownership rights in software or related documentation to you when you download it through the Service; rather, you are allowed to use the software and documentation under the terms of this license agreement.

Passwords

We offer our users several tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your passwords or accounts. You are responsible for all activities that occur under your password or account. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your account and password; (3) promptly inform us of any need to deactivate a password. You grant us and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Service. We cannot and do not assume any responsibility or liability for any information you submit in connection with the Service, or your or third parties' use or misuse of information transmitted or received using the Service.



Laws that Govern this Agreement

MedPlan controls the components of the Service made available through their respective Web sites from their offices within the province of Quebec in Canada. The Service can be accessed from Canada and from other countries worldwide. Since the laws of each province or country able to access the Service may differ, by accessing the Service, you and MedPlan agree that the statutes and laws of the province of Quebec, without regard to choice of laws principles, will apply to all matters relating to use of the Service. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition. MedPlan does not make any representation that materials made available through the Service are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access these sites from other locations do so on their own initiative and are responsible for compliance with local laws.

The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Liability, Member Conduct, Proprietary Rights, Indemnity, Laws that Govern this agreement and Consequences.

Acceptance Procedure

By accessing materials through the Service or registering, you agree with all the terms and conditions of these Terms of Use. We reserve the right, at our sole discretion, to change these Terms of Use from time to time, and your continuing use of the Service constitutes your acceptance of and agreement to any changed terms and conditions.

Privacy Policy

Because we dwell in the healthcare industry, we pay special attention to privacy issues. The purpose of our privacy policy is to identify the information we may collect about you, describe the uses we may make of this information and the security measures we take to protect it, and describe your options for controlling your information. You can review our privacy policy for the Service at the end of this document.



Consequences

We may also take any legal action we think is appropriate. If your violation of these Terms of Use causes harm to others, you agree to hold MedPlan harmless against any liability for that harm. If there is any dispute between us concerning these Terms of Use or your use of the Service, you and MedPlan agree to submit the dispute to non-binding mediation, followed by binding arbitration.

Termination and Modification

You agree that MedPlan may, under certain circumstances and without prior notice, discontinue, temporarily or permanently, the Service (or any part thereof) or eliminate your account, any associated email address, and remove any information you uploaded or provided to the Service with or without notice. Cause for termination shall include, but not be limited to, (a) breaches or violations of the Terms of Use or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. You agree that all terminations for cause shall be made at the sole discretion of MedPlan, as applicable, and that MedPlan shall be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

Indemnity

You agree to defend, indemnify, and hold MedPlan, their respective officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of the Terms of Use.

Notice and Take Down Procedures and Copyright Agent

If you believe any materials accessible on or from the Service infringe your copyright, you may request removal of those materials (or access thereto) from the Service by contacting the copyright agent (identified below) and providing the following information:



1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
2. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.
6. A signature or the electronic equivalent from the copyright holder or authorized representative.

The agent for copyright issues relating to the Service is as follows:

MedPlan

Attn: Office of Privacy

2077, rue Cabot

Montreal, Quebec , H4E 1E2 Canada

info@medplan.ca

Or call: 1-888-726-8060

Revision date: These Terms of Use were last updated on December 1, 2012.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, of subscribers and account holders of the Site who are repeat infringers.

Complete Agreement

Except as expressly provided in a particular "legal notice" on the Web Site, these Terms of Use constitutes the entire agreement between you and MedPlan with respect to your use (and prior use) of the Service including, without limitation, a Community and Communication Services and Content.

Questions or Concerns about Our Terms of Use



For questions or concerns about these terms of use, please send an email to info@medplan.ca.

Privacy Policy

MedPlan commits itself to respect the privacy of any user or visitor to their websites. We will in all cases respect your privacy preferences. Any data or information that may be communicated to MedPlan by means of any of its websites are protected by the national privacy legislation and An Act Respecting the Protection of Personal Information in the Private Sector of the province of Quebec, which requires MedPlan to maintain the confidentiality of all information and data they may collect be they written, graphic, audio, visual digital, electronic or any other type of information.

Any information or data that may be collected by MedPlan via their websites that may enable the identification of the user is kept and protected as strictly confidential information at MedPlan. This type of information is usually only obtained if provided by the user via e-mail, or other communication with MedPlan via the website. While no attempts are made to link individual unregistered users to information captured by the MedPlan website, the following data may be automatically collected: the IP address from which the site is accessed; the type of browser used to access the website; the date and time the site was accessed; the pages viewed and, if applicable, the site that linked the user to the MedPlan website. This information would be used to improve the service offered by MedPlan websites. Any such information collected by MedPlan via its websites will not be transferred to any third parties in accordance with all applicable laws.

MedPlan may use cookies to facilitate navigation on its websites. Cookies are special computer files automatically stored on the user's computer. From time to time, MedPlan may use cookies to monitor the areas of its websites accessed by users. The use of cookies is an industry standard and many major websites use them to provide useful features to their visitors. Cookies in and of themselves do not personally identify users, although they do identify a user's computer. Any user concerned about cookies may refer to the "help" information in their browser software for more information about cookies, how to disable them and how to delete them.

For physicians visiting the website, we also link the website tracking data generated from the session cookies to some of the personal information you provided. Through this linkage, we can create aggregate demographic profiles of web usage. These statistical and aggregate reports do not contain any personally identifiable information.



We use aggregate reports to learn how many physicians visiting the website with certain characteristics (e.g., specialty, geographic region) visit a particular portion of the website. This aggregate information will help us to determine areas of the website of particular interest to certain segments of the physician community. The aggregate reports could also serve as the catalyst for the creation of new features on this website and the development of future benefits and services for physicians.

Only assigned individuals within MedPlan have access to the personal information that you provide on this website. This access is granted strictly for the purposes identified in this online privacy policy.

We will not sell or share the information collected on this website with any other organizations except to the extent that disclosure is required by a valid legal requirement such as a law, regulation or search warrant.

The statistical and aggregate reports generated on this website will be shared with the steering committee.

This MedPlan website may contain links to other websites. MedPlan is not responsible for the content or the privacy guidelines of these other sites. Users are encouraged to verify the privacy policies of sites linked to by MedPlan websites and to use their own good judgment regarding the accuracy and reliability of the information they contain.

The range of services we offer continues to expand. In the future, we may make changes to our privacy policy. We will notify you of any significant changes and obtain your consent to any significant new uses of your personal information if it was collected from you prior to a significant change in this policy. We recommend that you check this posted privacy policy regularly to ensure that you have viewed the most recent version. If you do not agree to the terms of this privacy policy or any revised statement, please exit the site immediately.

If you have any questions about this online privacy policy, please feel free to e-mail us at info@medplan.ca.