

Release

THE UNDERSIGNED, BEING THE CUSTOMER, OFFERS TO PURCHASE CERTAIN PHARMACEUTICAL PRODUCTS FROM THE SELLER, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The Customer warrants and represents:
 - (i) that he/she is of the age of majority in the jurisdiction of his/her residence;
 - (ii) that he/she is not restricted from making his or her own medical decisions under the laws of the jurisdiction of his/her residence;
 - (iii) that the Pharmaceuticals ordered hereunder were lawfully prescribed to the Customer by a medical doctor licensed to practice medicine in the jurisdiction of the Customers residence (the Prescribing Physician) under a written prescription for the same, a true and complete copy of which prescription is enclosed with this Offer to Purchase (the Written Prescription).
2. The Customer acknowledges and understands that the Seller is relying upon the Customers Warranties and Representations stated above in entering into this contract with the Customer.
3. The Pharmaceuticals will be used only as directed by the Prescribing Physician and only by the person for whom the Pharmaceuticals were prescribed.
4. The Customer shall notify the Seller and his or her physician forthwith upon any changes to the Customers physical or medical condition following use of the Pharmaceuticals.
5. The Customer offers to purchase the pharmaceutical products at the prices stated on the Order Form attached as Schedule (the Pharmaceuticals).
6. Once the Pharmaceuticals have been mailed or shipped, there can be no return, exchange, or refund of the same.
7. The Customer acknowledges and understands that the Seller carries on business in the Province of Alberta, Canada and that the Seller is required by the laws of Alberta to have a licensed Canadian physician (the Contracting Physician) review the Prescription and the Customers Patient Questionnaire for the purposes of independently verifying whether the Pharmaceuticals are appropriate.
8. By reviewing the Written Prescription and the Customers Patient Questionnaire, the Contracting Physician is not rendering or providing any medical service or advice to the Customer.
9. The Customer hereby authorizes and appoints the Seller as his/her agent and his/her attorney for the limited purposes of taking all steps and signing all documents on behalf of the Customer necessary to obtain a prescription in Canada corresponding to the Written Prescription and to package or repackage the Pharmaceutical(s) and to deliver them to the Customer.
10. The Customer understands and acknowledges that the Pharmaceuticals will not be packaged in child protective packaging, unless requested by the Customer.
11. The Customer acknowledges and understands that any pharmacists or physicians contracted by the Seller on the Customers behalf are located and licensed to practice medicine or pharmacy in Canada.

Initials _____

12. In the event of any dispute, demand, or claim, of any nature or kind whatsoever, whether involving the interpretation of this contract, or any matter arising hereunder, or from the receipt or use of the Pharmaceuticals, the sole and exclusive law of this contract which shall govern any such dispute, demand, or claim is, and shall be, only the law of the Province of Alberta, Canada, excluding its Conflicts of Laws Rules.

13. In the event of any dispute, demand, or claim, of any nature or kind whatsoever, arising hereunder, or arising from the receipt or use of the Pharmaceuticals, the sole and exclusive forum by which the said dispute, demand, or claim shall be adjudicated shall be a Court of competent jurisdiction situated only within the Province of Alberta, Canada with sole and exclusive venue only in Calgary, Alberta, Canada.

14. The Seller, its Directors, Officers, shareholders, employees, agents, contractors, independent contractors, Contracting Physicians, Contracting Pharmacies and Pharmacists and other such related persons shall not be held responsible or liable, nor be made subject to any demand or claim, for any damage, loss, injury, sickness, illness, or other detriment of any nature or kind whatsoever suffered by the Customer as a result of the Pharmaceuticals, arising from any act or omission, whether negligent or otherwise, and the Customer hereby remises, releases and forever discharges the Seller, its Directors, Officers, shareholders, employees, agents, contractors, independent contractors, Contracting Physicians, Contracting Pharmacies and Pharmacists, and other such related persons from any and all such claims, demands, or liabilities other detriment.

15. This written agreement contains the entire agreement between the Parties concerning the purchase of the Pharmaceuticals. In particular, in purchasing the Pharmaceuticals, the Customer has not relied upon any representation or warranty which is not expressly written and contained herein. Further, this agreement contains no terms, conditions, agreements, promises, warranties or representations other than are expressly written and contained herein.

16. The Seller will have accepted this Offer to Purchase by packaging the Pharmaceuticals and sending them by mail, or other form of delivery, to the Customer.

THE CUSTOMER HAS READ THESE TERMS, CONDITIONS, AND REPRESENTATIONS AND UNDERSTANDS THAT UPON ACCEPTANCE OF THIS OFFER TO PURCHASE BY THE SELLER, A BINDING LEGAL CONTRACT WILL EXIST BETWEEN THE CUSTOMER AND THE SELLER:

Dated: _____

Customers Signature