

Privacy and legal

WWW.HELIKIT.COM - PRIVACY POLICY

Paladin respects the privacy of the individuals it deals with. The terms 'we', 'us', and 'our' used in this privacy policy (this 'Policy') refer, collectively, to Paladin Labs Inc. ('Paladin') and its employees, mandataries and agents.

This Policy describes the personal information we may collect from you via the website, patient support line or any other means, the purposes for which we collect it, how we use it and when we may disclose it to third parties. This Policy also describes the choices you can make about how we collect, use and disclose your personal information. Paladin will not collect, use or disclose your personal information other than in compliance with this Policy.

Our website may contain links to other third party websites, and other third party websites may reference or link to our website. This Policy applies only to this website and not to websites of other companies or organizations to which this website may be linked. You must check on any linked website for the privacy policy and terms that apply to that website and/or make any necessary inquiries in respect of that privacy policy with the operator of the linked website.

By providing information to us, including using the www.helikit.com website, you agree to the terms and conditions of this Policy. If our Policy changes in the future, we will notify you of any such changes by posting an updated policy on our website. Following the posting of such changes, your continued use of the www.helikit.com website or other interaction with Paladin will constitute your acceptance of these changes and you will be bound by such changes. You are responsible for regularly reviewing this Policy and any changes thereto.

OUR PRIVACY POLICY

- * What personal information does Paladin collect?
- * For what purposes does Paladin collect my personal information?
- * To whom may my personal information be disclosed?
- * Can I choose not to receive promotional materials or other information?
- * What about cookies?
- * How can I access or change my personal information, withdraw my consent or make complaints or inquiries in relation to Paladin's privacy practices and this Policy?
- * How long is my personal information retained?
- * How secure is my personal information?

WHAT PERSONAL INFORMATION DOES PALADIN COLLECT?

We may collect personal information, such as your name, e-mail and postal address (es), phone number(s), information regarding your Helikit product and in certain circumstances, your opinions and individual preferences, from you when you register online for an account or otherwise provide your personal information to us, whether online, via e-mail or over the phone. We may also maintain a record of your product interests and acquire personal information about you from other present and future affiliates or divisions of Paladin (collectively, Paladin Affiliates).

In light of the importance of protecting children's privacy, we do not collect, process or use on our website any information relating to an individual whom we know to be under 18 years old without the prior, verifiable consent of his or her tutor or other legal representative. Such legal representative has the right, upon request, to view the information provided by the child and/or to require that it be deleted.

Paladin does not intend the Reminder Service (as defined in the Terms of use) for child audiences, and has no intention of collecting personal information (such as name, address, e-mail or telephone number) from children under 18 years old. If you discover that your child has provided us with personally identifiable information, we ask that a parent or guardian of the child contact us at info@paladin-labs.com to have this information deleted from our records.

FOR WHAT PURPOSES DOES PALADIN COLLECT MY PERSONAL INFORMATION?

When you register online for an account or otherwise provide your personal information to us, we may use your personal information to communicate with you (via e-mail, telephone, post or otherwise) in connection with the contents of this website, and/or provide you with promotional materials and additional information and updates regarding our products and services. We may also use the personal information you provide to maintain contact with you and provide you with ongoing personalized service and health-related educational communications, to develop, improve, market, publicize and promote our products and services, to conduct marketing and performance research, to assist us in measuring our customer service, benchmarking our performance and to help us improve our website and our product offerings.

As provided below, you may always choose not to receive promotional materials or additional information and updates regarding our products and services.

TO WHOM MAY MY PERSONAL INFORMATION BE DISCLOSED?

We will not disclose your personal information to any non-affiliated third party without your prior consent, other than as provided below.

* We may disclose your personal information to any Paladin Affiliate, so that it may communicate with you (whether by e-mail, telephone, post or otherwise) and provide you with promotional materials and additional information about its products, services, promotions and special offers that may be of interest to you, or collect and use that information subject to and for other purposes contemplated by this Policy.

* Please note that by designating a person as a 'Caring Assistant', you are certifying that you have obtained that person's prior consent to the terms of this Policy, and their permission to receive emails from us related to the 'Caring Assistant' program or other content of this website.

* In the event of a sale of all or substantially all of our business or another similar transaction, we may transfer or disclose your personal information to a purchaser or prospective purchaser, who may collect, use and disclose such information for the purposes of evaluating the proposed transaction or operating and managing the affairs of the acquired business, or for other purposes identified in this Policy.

* We may transfer personal information to non-affiliated third parties for processing pursuant to agreements that prohibit the third parties from using or disclosing the personal information other than for the purpose of processing and which impose security safeguards appropriate to the sensitivity of the information.

* We reserve the right to disclose your personal information as required by law, in response to legal process and law enforcement requests, or as necessary to protect the property, interests and rights of Paladin and the Paladin Affiliates.

CAN I CHOOSE NOT TO RECEIVE PROMOTIONAL MATERIALS OR OTHER INFORMATION?

If you prefer not to receive promotional materials or additional information and updates regarding our products and services from us or other Paladin Affiliates, please let us know by writing us at Paladin Customer Services, 100 Blvd. Alexis Nihon, Suite 600, Montreal, Quebec, H4M 2P2 or by sending us an e-mail at info@paladin-labs.com. Please be sure to include your full name and the e-mail address you used when you registered with us. It may take up to 60 days to process your e-mail request, and 8 weeks to process your postal mail request, during which period you may continue to receive communications from Paladin or other Paladin Affiliates.

WHAT ABOUT COOKIES?

We may use 'cookies' to track your preferences and activities on the www.helikit.com website or a Paladin Affiliate website. Cookies are small data files transferred to your computer's hard-drive when you visit a particular website. They keep a record of your preferences making your subsequent visits to the site more efficient. Cookies may store a variety of information, including, the number of times that you access a site, your registration information and the number of times that you view a particular page or other item on the site. The use of cookies is a common practice adopted by most major sites to better serve their clients. Most browsers are designed to accept cookies, but they can be easily modified to block cookies; see your browser's help files for details on how to block cookies, how to know when you have received cookies and how to disable cookies completely. You should note, however, that without cookies, some of the website's functions will not be available, and the user will lose some of the benefits of the site.

HOW CAN I ACCESS OR CHANGE MY PERSONAL INFORMATION, WITHDRAW MY CONSENT OR MAKE COMPLAINTS OR INQUIRIES IN RELATION TO PALADIN'S PRIVACY PRACTICES AND THIS POLICY?

Paladin will ensure that the personal information it collects is as accurate, complete, and up-to-date as is necessary for the purposes for which it is to be used. You are entitled to request access to, correction and deletion of your personal information collected by us. In order to make such a request, or if you have any concerns or to make any complaint in relation to this Policy and Paladin's privacy and security practices, please contact The Paladin Privacy Officer either by :

1. sending an email to privacyofficer@paladin-labs.com; or
2. writing to The Privacy Officer, 100 Blvd. Alexis Nihon, Suite 600, Montreal, Quebec, H4M 2P2

If you have consented to the collection, use and/or disclosure of personal information as identified herein, please note that you can also withdraw your consent at any time by communicating with our privacy officer as provided above. You should note, however, that without your consent to the collection, use and/or disclosure of your personal information, Paladin will no longer be able to provide you with certain services, such as the Reminder Service.

HOW LONG IS MY PERSONAL INFORMATION RETAINED?

We will keep your personal information only as long as is reasonably necessary for the purposes described in this Policy or such longer period as may be required by applicable law.

HOW SECURE IS MY PERSONAL INFORMATION?

We take great care in maintaining the security of personal information. We have adopted physical and technological processes and procedures to ensure the confidentiality of personal information and to safeguard personal information against loss or theft, as well as unauthorized access, disclosure, copying, use or modification, in light of, among other things, the sensitivity of the information and the purposes for which it is to be used. Furthermore, each and every Paladin employee, mandatory or agent must abide by this Policy.

Last Update or Effective Date: August 4, 2010.

WWW.HELIKIT.COM - TERMS OF USE

1. USE OF THIS WEBSITE

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THIS WEBSITE AND ITS CONTENTS ARE NOT TO BE CONSTRUED AS AN OFFER TO SELL ANY PRODUCT OR SERVICE.

2. PRIVACY

Our privacy practices are explained in our Privacy Policy, which also governs your visit to this website. Your continued use of this website implies that you acknowledge that you have read our Privacy Policy and agree to be bound by and accept its terms and conditions. You consent to the use of your personal information by Paladin in accordance with the terms of and for the purposes set forth in our Privacy Policy, as same may be amended from time to time.

3. YOUR ACCOUNT

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Paladin and its affiliates reserve the right to refuse service or terminate accounts in their sole discretion.

4. JURISDICTION

Information contained on this site is intended solely for use by residents of Canada. Helikit™ may not be available in all countries or may be available under different names, in different strengths or formulations, different lot numbers, or for different indications, and may require a doctor's prescription. This website is controlled and operated by Paladin from Montreal, Quebec, Canada. Paladin makes no representation that materials on the website are appropriate or available for use in other locations. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

5. EXCLUSION OF WARRANTIES

Paladin makes no representation or warranty regarding the functionality, the good working order or condition of this website, its suitability for use, or that its use will be uninterrupted or error-free. Paladin does not represent, warrant or undertake that any errors on or relating to this website will be corrected, or that any server from which the website is operated is or will be free from viruses or other harmful components. Paladin does not represent or warrant that the information or material, including any downloadable software, accessed from or through this website will be uninterrupted or free of errors, defects, viruses or other harmful components, or that any such problems which are discovered will be corrected. ALL MATERIAL OR INFORMATION ON THIS WEBSITE IS PROVIDED TO YOU 'AS IS', 'WITH ALL FAULTS' AND WITHOUT WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED. PALADIN AND ITS LICENSORS DISCLAIM ALL WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. These exclusions are in addition to any specific exclusion otherwise provided in these terms and conditions. Because certain federal or provincial laws do not permit the exclusion of certain warranties, these exclusions may not apply to you.

6. LIMITATION OF LIABILITY

PALADIN WILL NOT BE LIABLE FOR ANY DAMAGES, EITHER DIRECT OR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL, FOR USE OF OR INABILITY TO USE MATERIAL, PRODUCTS OR SERVICES OF ANY KIND, DELAY OF OR PARTIAL DELIVERY, TERMINATION OF RIGHTS OR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, WHETHER ON A CONTRACTUAL, TORT OR EXTRACONTRACTUAL BASIS, OR TO PROVIDE INDEMNIFICATION OR ANY OTHER REMEDY TO YOU OR ANY THIRD PARTY. Your sole and exclusive remedy is to discontinue using and accessing this website. Because certain federal or provincial laws do not allow the exclusion or limitation of certain damages, these exclusions may not apply to you.

7. NO MEDICAL ADVICE

This website may from time to time contain information relating to various medical and health conditions and their treatment. Paladin has made every effort to provide accurate and current health information, but Paladin does not guarantee the accuracy, completeness or timeliness of the information provided. Any information or links on this website are for your convenience only and the inclusion of information or links on the website does not imply any endorsement, guarantee, warranty or representation by Paladin of the quality or accuracy of any specific tests, products, services, opinions or other information provided to you. In no event shall Paladin be liable to you or anyone else for any decision made or action taken by you in reliance on this information.

Paladin is not engaged in the practice of rendering medical advice. This website is not meant to be a substitute, a supplement or an alternative for the advice, diagnosis or treatment provided by your own physician or other medical professional. You should not use the information contained herein for diagnosing or treating a health problem or disease nor should you disregard professional medical advice or delay in seeking it because of something you have read on this website. YOU SHOULD ALWAYS CONSULT YOUR OWN PHYSICIAN, PHARMACIST OR OTHER MEDICAL CARE PROVIDER IF YOU ARE IN NEED OF QUALIFIED MEDICAL INFORMATION OR SUPPORT.

8. COPYRIGHTS AND TRADEMARKS

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9. CONFIDENTIALITY OF THE INFORMATION TRANSMITTED

You acknowledge that information or material which you provide electronically through your access to or usage of this website is not confidential or proprietary, except as may be required under applicable law or pursuant to Paladin's Privacy Policy, and acknowledge that unprotected e-mail communication over the Internet is subject to possible interception, alteration or loss. You represent and warrant that the information or material which you provide electronically to Paladin by accessing or using this website does not infringe the rights of any other person or entity. You consent to Paladin using that information or material, in whole or in part by any means whatsoever, including reproducing, retransmitting or publishing this information or material or ideas, concepts or other information contained therein for the commercial purposes of Paladin or the disclosure of your identity, in accordance with the Paladin Privacy Policy (see Section 2 above).

10. ELECTRONIC COMMUNICATIONS

When you visit this website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

11. SURVEILLANCE

Paladin may monitor the access to its website and other activities in relation to its website and may intervene in this regard. However, Paladin makes no representation and gives no warranty to that effect. You consent to such surveillance and intervention, if Paladin ever decides to do it.

12. LINKS

Links and references to other websites are provided to you as a convenience only. Paladin has not reviewed and does not expressly or implicitly endorse other websites or any information or material, or the accessibility thereof, via such links, and does not assume any responsibility for any such other websites, information or material posted thereon, or products or services offered thereon. You may not create links from other websites to this website, except if expressly permitted by Paladin. (To obtain permission, contact our Website administrator at info@paladin-labs.com.)

13. DAMAGE TO OTHERS

You agree not to introduce into or through this website any information or materials which may be harmful to others. Among other things, you agree not to include, knowingly or otherwise, any error or defect in material or information which may, among other things, be a libel, slander, defamation or obscenity, or promote hatred or otherwise give rise to a criminal offence or civil liability on the part of any person or entity.

14. RESERVE OF RIGHTS

All rights not expressly granted in these terms are reserved to Paladin. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any license or right under any copyright, patent, trademark or other intellectual property right of Paladin or any other person or entity.

15. GOVERNING LAW

This site is controlled and operated by Paladin from Montreal, Quebec, Canada and these terms, this website, the Reminder Service, any use of this website or the Reminder Service, and any transaction conducted on or from it shall be governed by the laws of the Province of Quebec and the laws of Canada applicable therein without reference to principles of conflict of laws.

16. CHANGES TO TERMS / SEVERABILITY

Paladin may modify, alter or otherwise update the terms applicable to this website and/or the Reminder Service from time to time. We will notify you of any such modifications to this website by posting notice of such changes on this website. Following the posting of such changes, your continued use of this site will constitute your acceptance of these terms and other policies, as modified. You will be bound by such changes. If any one of these conditions shall be deemed invalid, void, or for any reason unenforceable, such condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

17. COOKIES

We may use 'cookies' to track your preferences and activities on the www.helikit.com website. Cookies are small data files transferred to your computer's hard-drive by a website. They keep a record of your preferences making your subsequent visits to the site more efficient. Cookies may store a variety of information, including, the number of times that you access a site, your registration information and the number of times that you view a particular page or other item on the site. The use of cookies is a common practice adopted by most major sites to better serve their clients. Most browsers are designed to accept cookies, but they can be easily modified to block cookies; see your browser's help files for details on how to block cookies, how to know when you have received cookies and how to disable cookies completely. You should note, however, that without cookies, some of the website's functions will not be available, and the user will lose some of the benefits of the site.

18. NO WAIVER

The failure of Paladin to enforce any provisions of these terms or to respond to a breach by you or any third party of these terms shall not in any way waive the right of Paladin to subsequently enforce any of the terms and conditions contained herein or to act with respect to similar breaches.

19. ENTIRE AGREEMENT

These terms, together with all other agreements, terms or conditions incorporated or referred to herein constitute the entire agreement between you and Paladin with respect to the use of this website and any transaction conducted on or from this website and its contents, and supersede any prior understandings or agreements (whether electronic, oral or written) regarding the subject matter hereof, and may not be amended or modified except in writing, or by Paladin making such amendments or modifications available to it pursuant to the terms hereof.

20. TERMINATION

Paladin reserves the right, at its sole discretion, to terminate your access to all or any part of this site, with or without notice.

21. HEADINGS

The headings used herein are inserted for convenience of reference only and do not affect the construction or interpretation of the terms and conditions herein.

22. ENGLISH LANGUAGE

You expressly agree that these terms and all ancillary documents be drafted solely in English.

Last updated: August 4, 2010