

---

# The Internet Privacy Policy of the Express-Scripts.ca website

Version 3.0 Last revised: 12/10/2019



Express Scripts Canada  
**PUBLIC**

© 2016 Express Scripts Canada. All Rights Reserved.



[@ExpressRxCanada](https://twitter.com/ExpressRxCanada)



[Express Scripts Canada](https://www.linkedin.com/company/Express-Scripts-Canada)



**EXPRESS SCRIPTS®**

This Internet Privacy Policy is provided by Express Scripts Canada (“Express Scripts Canada” “we”, “us” or “our”) to establish guidelines that govern collection of information from all visitors (“you” or “your”) of the Express-Scripts.ca website available through <http://www.Express-Scripts.ca>, (the “Site” or “Website”) including Registered Members of the Member Website, Enabled Clients of the NIHB Client Website, Registered Service Providers of the Service Provider Website, Registered Users of the Analytics Site, and those users who have been granted authorized access to non-publicly available portions of the Express-Scripts.ca website. The Site may be accessed via the World Wide Web, via a mobile application, or through a website or application hosted by a third party or one of our affiliated companies. The Site is provided to you as a service to provide information about our company and benefit-related information, and as applicable, for access to certain claim, eligibility and services information, access to certain claim submission services, management of your Member account including registration services, access to the Express Scripts Canada pharmacy, and access to analytics information and includes the Member Website and the Analytics Website.

“The “**Member Website**” is a member-only account portal available through the Site which enables Registered Members to access their personal account information and to use certain other services offered only to them. “**Members**” are individual participants who are using the services of Express Scripts Canada. Individual Members that meet any age qualification requirements, and have submitted a completed account registration form on the Site, have completed the appropriate registration process from their plan sponsor’s website, or have completed the registration process via telephone with a customer service representative and are having drugs filled through an Express Scripts Canada pharmacy are all “**Registered Members**” who will be provided access to the Member Website after completing the registration process. “**Cardholders**” are Members of a prescription drug benefit plan who carry the membership under their name for themselves and their Covered Household Members. “**Covered Household Members**” mean individuals who are covered through the prescription drug benefit plan under the Member’s account. “**Spouse**” means a Covered Household Member who is designated as a spouse in accordance with the terms of the prescription drug benefit plan. “**Dependent**” means a Covered Household Member who qualifies as a dependent.

The “**Analytics Website**” is a registered users-only account portal available through the Site which enables Registered Users to access analytic information.

“**Registered Users**” are individuals who have been provided access to the Analytics Website.

The “**NIHB Client Website**” is a Registered User-only account portal available through the Site, a third-party site, or via mobile access, when available, which enables Registered Clients to view their health information, statements, claims history, prior approvals and pre-determinations and submit claims. “**Clients**” are individual participants in the Non-Insured Health Benefits (“NIHB”) Program, which offers the following benefits: drugs, dental, medical supplies and equipment, vision care and mental health counselling. “**Registered Clients**” are Clients that have completed the registration process for the NIHB Program.

The “**NIHB Service Provider Website**” is a Registered User-only account portal available through the Site which enables Registered Service Providers to review status information regarding claims, eligibility, pre-determinations, and prior approvals and to submit claims and prior approvals. “**Registered Service Providers**” are eligible dentists, pharmacists, medical supplies and equipment specialists, mental health professionals, vision care specialists and business owners who have completed the registration process for website access.

We are firmly committed to protecting the confidentiality and security of your Personal Information. The term “**Personal Information**” means any information which can be used to identify a person including by way of example, but not limitation, name, date of birth, mailing address, social media and other third party platform account identifiers, home phone number, mobile phone number, e-mail address, credit card information, and/or Social Security number. The term “**Health Information**” means any information, in any form, related to the past, present, or future health or medical status, condition, or treatment of a person, including, by way of example, but not limitation, names of doctors, health conditions, medicines, and/or prescription information and history.

In addition to this Internet Privacy Policy, the “**Notice of Privacy Practices**” describes how we may use and disclose Health Information, and your rights to access and update your Health Information and how to request restrictions on our use and disclosure of your Health Information. To the extent any terms in this Internet Privacy Policy conflict with any terms in the Notice of Privacy Practices, the Notice of Privacy Practices will control and override the terms in this Internet Privacy Policy.

## Collection and use of non-personal information

### How We Collect Non-Personal Information

#### Member Website Registration

Registration for the Member Website is optional; however, Registered Members are provided access to the Member Website and to information and online services not provided on the public website, as well as the ability to login to the Member Website when revisiting the Site. The Personal Information and Health Information you disclose to us during registration and in connection with the Member Website are provided strictly on a voluntary basis. In certain instances, you may be able to enter your registration code to prepopulate certain information during registration. You may also need to confirm your account registration through use of a provided verification code.

We may also collect Non-Personal Information during the registration process as described below. When you become a Registered Member, you may be asked to provide us with the Personal Information and/or Health Information of one or more of your Covered Household Members.

#### Analytics Website Registration

Registration for the Analytics Website is optional; however, Registered Users are provided access to the Analytics Website and to information and online services not provided on the public website, as well as the ability to login to the Analytics Website when revisiting the Site. The Personal Information you disclose to us during registration and in connection with the Analytics Website is provided strictly on a voluntary basis. We may also collect Non-Personal Information during the registration process as described below.

#### NIHB Service Provider Website Registration

Registration for the NIHB Service Provider Website is optional; however, Registered Service Providers are provided access to the NIHB Service Provider Website and to information and online services not provided on the public website, as well as the ability to login to the NIHB Service Provider Website when revisiting the Site. The Personal Information and Health Information you disclose to us during registration and in connection with the NIHB Service Provider Website are provided strictly on a voluntary basis. We may also collect Non-Personal Information during the registration process as described below.



Express Scripts Canada  
PUBLIC

© 2016 Express Scripts Canada. All Rights Reserved.



@ExpressRxCanada

Express Scripts Canada



EXPRESS SCRIPTS®

## Communication Functionality

Certain portions of the site may be available to you that include communication functionality. The communication functionality enables real-time communication sessions with Express Scripts Canada personnel or other persons on behalf of or in conjunction with Express Scripts Canada (“Authorized Persons”). When used, certain Personal Information, Health Information, and/or Non-Personal Information may be shared with or collected by the Authorized Persons depending upon the nature of the communication session. In certain instances, you may be able to selectively grant permission(s) to an Authorized Person to participate with you in interacting with the Site. Certain communication functionality may be provided on the Site for limited purposes, and the Authorized Persons will be unable to provide assistance beyond such purposes.

## Claim Processing

As applicable, we use your Personal Information and Health Information to process your claims in accordance with the NIHB Program. When available, you may submit certain medical claims through the Client Website instead of mailing them to us. We may request additional Personal Information and/or Health Information to process your claims.

## Communications

(A) Introduction to Communications and Preference Setting. We constantly seek to improve our ability to communicate with you in more effective ways. Our communications to you may provide, as applicable, (i) information associated with your prescription drug benefit plan, (ii) information associated with the order and/or delivery of prescription drugs and/or other products from our pharmacies and/or other providers, and (iii) other information that we have been given permission to send to you. We strive to send these different types of information in accordance with available communication channels, formats, and choices that you have expressed, in each case in compliance with applicable law. While we generally communicate with you in accordance with these preferences, we may sometimes use other channels and formats to best provide you with available services. Not all types of information and communication channels, formats, and choices may be available to you or honored at a particular time. For example, the communication preferences available to you through the Site may differ from those available to others depending upon your particular prescription drug benefit plan. An expressed communication preference may not be immediately honored for all communications associated with the preference. However, the preference may be honored for future communications when possible. We may also communicate with you through one or more communication channels to enable us to more effectively provide our services to you and, as applicable, on behalf of your plan sponsor.

(B) Additional Preference Setting. Certain communications may include additional ways for you to express preferences. When your preference is expressed in this manner, such preference may be limited to a certain type of information, communication channel, and/or communication format as applicable. For example, if you select an opt-out option available in a particular e-mail, you may only have opted-out of a certain type of e-mail (e.g., promotional e-mails). We encourage you to review your communication preferences page(s) from time to time to review your communication options and expressed preferences.



(C) Reviewing and Adjusting Communication Preferences. You may review and adjust your communication preferences by logging into the Website, or in certain instances, otherwise authenticating yourself. We may adjust the categories of communication preferences available to you through the Website from time to time such as at the beginning of a new plan year, in accordance with new Site features and organization, or otherwise. These adjustments may, in certain instances, affect which communications you receive and the communication channels by which you receive them. As such, we may notify you of such adjustments and periodically remind you to review your communication preferences.

(D) Service Provider Fees. The sending and receipt of communications in certain communication channels may cause you to incur messaging, data usage, or other fees from your services provider. By selecting such communication channels, you agree that you are solely responsible for these fees.

(E) Initial Preference Selections. By registering for use of the Website, we will preselect initial communication preferences. These initial preferences include various communication categories for communicating with you through your provided e-mail address and, as applicable, through our secure message center and/or encrypted messages. In addition, without registering for or logging into the Website, when available you can authenticate yourself, provide us with your e-mail address, and agree to this Internet Privacy Policy and the Terms of Use for the Site to also enable the aforementioned electronic communications. These initial communication preferences will provide you with certain communications through e-mail that were previously provided by automated outbound telephone calls or mail, and some additional communications that you would not have otherwise received. If you have previously expressed preferences to receive communications through a different communication channel, your preferences will be retained. You may modify your communication preferences on the communication preferences page of the Website. For example, if you do not wish to receive e-mails or certain types of e-mails from us, you may so designate on the communication preferences page. In general, once you have authorized us to utilize a particular manner of communicating with you, we may cease communicating with you through other communication channels, except as otherwise provided for in this Internet Privacy Policy or as required by law. We may modify the communication categories associated with your initial communication preferences to better service you. If you modify your initial communication preferences, you may need to login to the Website or otherwise authenticate yourself to modify your communication preferences associated with the communication categories.

(F) In-App Communications. When our mobile application (“app”) is installed and you login to the Website, we may automatically provide you with certain in-app communications. These in-app or “push” communications may continue to be provided while the app is installed on your mobile device. For example, we may send you an in-app communication to ask about your experiences with the app. By uninstalling the app from your mobile device, such in-app communications will automatically terminate. In some instances, you may be able to select mobile application communications as part of your communication preferences to receive other communications (e.g., communications including information associated with your prescription drug benefit plan) through your app. If you uninstall the app but have not modified your communication preferences, we will send these communications to you through another available communication channel.

(G) Non-Preference Communications. We seek to provide your communications in an efficient and effective manner. We may selectively utilize known communication channels to communicate with you even when the channels are not designated communication preferences. We may also contact you regarding a particular issue or through a particular communication channel despite an otherwise stated communication preference. In certain instances, we may communicate with you through a different communication channel than an expressed communication preference, or we may utilize multiple communication channels to reach you. Examples of when we may not follow your communication preferences include when required by law, when a communication channel is or becomes unavailable, when we are unable to reach you by your preferred communication channel, when you have reached out to us by a particular communication channel and we respond by communicating with you through the same communication channel, when your communication preferences have not been designated, or in the case of an emergency or other extenuating circumstance. You may continue to use all communication channels available to you to reach us regardless of your communication preferences.

(H) Preference Setting for Others. Depending on the functionality available to you through the Site, you may be able to set communications preferences (i) at an individual level so that they are only applicable to you, (ii) at a partner level so that they are applicable both for you and your designated partner, or (iii) at a family level when you are the Cardholder (or Sponsor) so that the communication preferences are applicable to your Covered Household Members.

(I) Communications to be received on behalf of others. Certain Members may designate others to receive all or certain communications on their behalf. In such situations, the Members generally may then cease to receive such communications. When available, the designation may be made by selecting a Caregiver, granting certain access to a Cardholder and/or a Covered Household Member, or otherwise. For example, if a Member has a prescription and another person is authorized by the user to request fulfillment of the prescription drug on behalf of the Member, the person making the order may receive the notification instead of the Member.

(J) Communications through third party systems. We may work with certain third parties to provide your communications more efficiently. When available and you so select, we may send at least a portion of your communications through such channels as permitted by your plan/sponsor/program and in accordance with applicable law.

(K) Communications including Health Information. When available, you may also be able to designate certain uses of your Health Information with our communications. For example, you may be able to designate whether certain Health Information can be included in communications to you (or your Caregiver) regarding your prescription drug benefit plan and order and/or delivery of prescription drugs. You may also be able to authorize use of your Health Information to send you promotional communications with information and opportunities that may be of interest to you. For example, such promotional communications could include the opportunity to purchase additional products, engage in promotional surveys, obtain additional health and wellness information, and the like.

## Social Media

When you communicate with us through social media, or provide a comment directed at us through social media, we may use social media to communicate with you. We may also promote content of interest to you through social media. You may opt out or configure your social media account settings to limit promotion of such content.

## Analytics

We may use certain in-house or third-party functionality to log and analyze your communications with us and interactions with the Site. This functionality enables us to communicate with you about our services, and to monitor the services provided to you, so that we can improve your Site experience and address certain Site or benefit related issues. These third parties may have certain access to your Personal Information in accordance with this Privacy Policy. Other analytics capabilities are reflected in the description of Non-Personal Information.

## Other Uses and Disclosure of Your Personal Information

We will not collect, use or disclose your Personal Information or your Health Information in a manner inconsistent with applicable law, this Internet Privacy Policy, the Notice of Privacy Practices, or the consents that you have provided in relation to specific programs. Examples of our uses and disclosures include:

- We may use your Personal Information to process and send orders that have been placed through our pharmacy or to complete services you requested through the Website such as requests for a prior approval
- We may use your Personal Information to verify that you are eligible to receive benefits or services.
- We may share your Personal Information with selected service providers or consultants acting on our behalf. Those third parties will be required to protect your Personal Information in a manner consistent with this Internet Privacy Policy.
- We may utilize selected service providers to make targeted non-personal communications to an aggregated audience regarding our offerings and other potentially relevant benefit information of interest to you. These communications will not be based on your Health Information.
- We may share your Personal Information with other Express Scripts Canada companies (i.e., entities which are controlling, controlled by, or under common control with Express Scripts Canada) to provide you with more personalized and enhanced services.
- We generally manage your Personal Information separately from the Personal Information held by your plan sponsor. However, from time to time and at our discretion, we may communicate with your plan sponsor or payor to enable verification and/or correction of your Personal Information for benefit communication purposes.
- We may disclose your Personal Information to relevant third parties such as federal or provincial regulatory agencies, auditors, lawyers, or other professional advisors.
- We may act on behalf of or otherwise cooperate with your health plan or plan sponsor to enable sending of health or plan sponsor information to you using your Personal Information.
- We may use your Personal Information and Non-Personal Information in communicating with you via e-mail, facsimile, letter, text message, mobile application, through the Site via a pop-up message, or otherwise.
- We may use third-party agents for purposes of communicating with you and/or collecting information from you.
- Statements here and elsewhere on the Site concerning the treatment of your Personal Information and Health Information may not apply with respect to information already in our possession.

## Compelled and Necessary Disclosures

In certain circumstances, we may be legally compelled to release you or your Covered Household Member's Personal Information in response to a court order, subpoena, search warrant, or law or regulation, or the terms of the Notice of Privacy Practices. In addition, we may disclose your Personal Information and Health Information as reasonably necessary in accordance with law to protect the rights or property of us, our affiliates, and our users, or to enforce the terms and conditions associated with the Site including this Internet Privacy Policy and the Terms of Use.

## Covered Household Members Personal Information and Health Information

Our Website may include features through which Registered Members may view their own Health Information (such as their prescription history) and their Personal Information. In some cases, Cardholders may use the Website to view Health Information and Personal Information or manage the benefit on behalf of any Covered Household Members. Spouses and Dependents may similarly register with the Website to access their own Health Information and Personal Information. The Cardholder, Spouse, or Dependent may grant access to another person to view the granting person's Health Information.

The availability of the Health Information and Personal Information of the Cardholder and other Covered Household Members may depend on Cardholder preferences, plan/program preferences, available Website functionality, and applicable law. For example:

- the Cardholder may view the Health Information, or otherwise utilize certain benefits on behalf of, all Dependents;
- the Cardholder may grant access to a Spouse and/or Dependents to view the Health Information and Personal Information or otherwise utilize certain benefits on the Cardholder's behalf; and
- the Cardholder may grant access to a Spouse to selectively view the Health Information and Personal Information of only designated Dependents and utilize certain benefits on their behalf while preventing the viewing of the Health Information and Personal Information of other Dependents and utilizing certain benefits on the others behalf;
- the Dependents may grant access to the Cardholder, the Spouse, and/or the other Dependents to view their Health Information and Personal Information;
- the Dependents or Spouse may request permission from the Cardholder to view the Health Information and Personal Information and utilize the benefits on behalf of a Dependent.

## How You Can Correct/Update Your Personal Information and/or Health Information

You may be able to correct or update your Personal Information or Health Information using the following options:

- Login to the Member Website, NIHB Client Website, NIHB Service Provider Website and update your Personal Information.
- Call the Member contact center.
- Write to:

Express Scripts Canada  
5770 Hurontario Street, 10th Floor  
Mississauga, Ontario L5R 3G5



Express Scripts Canada  
PUBLIC

© 2016 Express Scripts Canada. All Rights Reserved.



@ExpressRxCanada



Express Scripts Canada



EXPRESS SCRIPTS®



## COLLECTION, USE, AND DISCLOSURE OF NON-PERSONAL INFORMATION

### Collection of Non-Personal Information

When you visit the Site, and during your interactions with the Site, we may collect Non-Personal Information from you. “Non-Personal Information” means a data element or collection of data elements that by itself cannot ordinarily be associated with a specific individual. Non-Personal Information includes by way of example but not limitation, the Internet browser, or operating system you are using, your navigation of the Site including the pages or displays of the Site that you access, the amount of time spent on various portions of the Site, the length and dates of your visits to the Site, and certain Site data captured through your interactions with the Site and other sites. Non-Personal Information may include information provided by you through the Site or otherwise (e.g., through a third-party site) that is not Personal Information or Health Information. Certain Non-Personal Information may be collected on an aggregated, anonymous basis through web server logs, cookies, ad servers, tracking pixels, web beacons, and similar Internet tracking devices (collectively “Tracking Mechanisms”). Web servers automatically collect Non-Personal Information when you request pages or displays of the Site or other sites. Based on certain interactions with the Site, third-party sites, mailings, other communications with us, and/or our system configurations, certain Non-Personal Information may be associated with your Personal Information such that your Non-Personal Information is identifiable with you.

You may be able to opt-out of certain third-party associations by following third party customization and/or opt-out options. Google®, Twitter®, and LinkedIn® may provide customization and/or opt-out of certain Tracking Mechanisms through their respective sites. For example, Google's Ads Settings, DoubleClick opt-out page, Twitter's promoted content settings, LinkedIn account settings, and Network Advertising Initiative opt-out page may limit the collection and usage of certain third-party Tracking Mechanisms.

### Use of Non-Personal Information

The collected Non-Personal Information may be used by us and our affiliated companies for a variety of analytic and developmental purposes including to improve and enhance the Site and our products and services, to create new products and services, to customize your experience on the Site and other sites that you visit on the Internet, to identify and/or offer products, services and website functionality that may be of interest to you, and other legitimate business purposes.

We may use different kinds of cookies including session ID cookies and persistent cookies. Session ID cookies are used to personalize your user experience, to determine ways to improve the Site, Site content, and the services offered through the Site. These cookies are deleted from your hard drive when you close your browser session. Persistent cookies are used to collect Internet Protocol (IP) addresses, browser type, Internet Service Provider (ISP), referring/exit pages, platform type, date/time stamp and number of clicks.

You may set your browser to accept cookies, warn you when a cookie is sent, or turn off all cookies (except Flash cookies). Check your web browser's help menu or your mobile device settings to find out how. Some mobile devices store cookies not only in areas connected to the web browsers but also in an app-specific area, so you may have to check your app settings options to determine how to manage or delete cookies stored in these other areas. If you do not accept cookies, some features, services, or activities available through the Site may not function correctly and you may be unable to access certain content.



We may embed tracking pixels within various pages of the Site to enable use of site analytics. The site analytics enable us to determine the usage frequency of various areas of the Site and identify areas of the Site for enhancement. While you are visiting and after you leave the Site, we may use web beacons to notify you of areas of the Site and other aspects of our organization and its affiliated companies in which you may be interested. Certain tracking pixels and web beacons may be cleared or reset through configuration of your web browser such as by clearing your cache. We may use ad servers to provide you with offers of possible interest.

We use your IP address so that we can send data (such as the pages you request) to you and collect Non-Personal Information during the process. We aggregate this Non-Personal Information with similar Non-Personal Information collected from other users to track overall visitor traffic patterns and help us understand Site usage and preferred and most frequently used pages, products and services, to provide you with better service, to improve Site use and functionality, and to provide you with information on other products and services that may be of interest to you.

When using the Site through a mobile application, we may use different kinds of software and hardware identifiers to personalize your user experience, to determine ways to improve the Site, Site content, and the services offered through the Site. These identifiers may be deleted or rendered otherwise inaccessible when you close your browsing session. Certain identifiers may be used to collect IP addresses, device type and other device details, Internet Service Provider (ISP), operating system and other platform details, date/time stamp and number of clicks. We may embed certain identifiers within various displays of the Site to enable use of Site analytics. Site analytics enable us to determine the usage frequency of various portions of the Site and identify portions of the Site for enhancement.

We may analyze Non-Personal Information in the aggregate to study outcomes, costs, and provider profiles, and to suggest benefit designs for employers or health plans. These studies may generate Aggregate Data (described below) which we may utilize for a variety of purposes.

We may perform statistical analyses of the traffic patterns, Site usage, and behaviors associated with the Site. We may use these analyses to generate Aggregate Data from the original Non-Personal Information. We may combine, separate, aggregate, or otherwise parse and process Non-Personal Information. The parsing and processing of such information may generate Aggregate Data. "Aggregate Data" is summary level data, such as the number of web visitors in a specific geographic area. Aggregate Data does not contain information that can be used to identify or contact you, such as your name, address, telephone number or e-mail address, and does not reflect the original form of the Non-Personal Information collected from you.

### Disclosure of Non-Personal Information

We may disclose Non-Personal Information as follows:

- We may share Non-Personal Information with our affiliated companies, third parties who provide services to us, and other parties that you have authorized.
- We may disclose Aggregate Data to other companies or organizations for any legitimate business purpose,

- We may disclose products and services developed using the Non-Personal Information, including products and services that disclose anonymous and/or deidentified Site data for any legitimate business purpose.
- We will not sell your Non-Personal Information to other companies or organizations.

### “Do Not Track” Signals and Similar Mechanisms

Our Site does not respond to web browser “do not track” signals and similar mechanisms. However, you may control certain Tracking Mechanisms as described above.

### TRANSFER OF PERSONAL INFORMATION, HEALTH INFORMATION AND NON-PERSONAL INFORMATION

We are the custodian for all Personal Information, Health Information, and Non-Personal Information obtained through our Site. Accordingly, if we are acquired, merge with another entity, or we divest one or more of our businesses, affiliates or subsidiary companies, the Sites, and any Personal Information, Health Information, and Non-Personal Information obtained through them, may be transferred to an applicable entity for the purposes of continuation of services, in accordance with applicable law.

### YOUR ACCESS AND RIGHTS TO PERSONAL INFORMATION

Where allowed by law, you may request access to the Personal Information we hold about you by sending an e-mail to [ExpressScriptsCanada\\_Privacy@express-scripts.com](mailto:ExpressScriptsCanada_Privacy@express-scripts.com). We will process that request in accordance with any local laws and our policies and procedures in place for dealing with such requests. There may be circumstances where we are either unable to provide access or where we deny or restrict access for legally permissible reasons, such as where the rights of other individuals may be violated or where disclosure is prohibited by law. We will advise you of any reason for denying or restricting an access request. Where you request such access, we may ask you to verify your identity and to provide other details to assist us in responding to your request.

In addition to your right to access the Personal Information we hold about you, if you wish to opt-out of direct marketing or review, amend, correct, update or delete any Personal Information that we have collected about you or limit how we use it, contact us by sending an e-mail to [ExpressScriptsCanada\\_Privacy@express-scripts.com](mailto:ExpressScriptsCanada_Privacy@express-scripts.com).

### RETENTION AND DESTRUCTION OF PERSONAL INFORMATION

Subject to any applicable business, legal, or regulatory requirements, we securely destroy Personal Information when it is no longer required to fulfill our services and commitments to you or to enforce our rights or meet our obligations.

### THIRD-PARTY USAGE

We may use third parties to: (a) operate and maintain the server(s) on which the Site operates, (b) provide communication functionality, (c) provide Tracking Mechanism(s) that we embed in or use with the Site, (d) provide advertisements and other information to you about the Site, products, and services through a third-party site based on a prior visit to the Site, (e) analyze communication with us and interactions with the Site, (f) de-identify data, and (g) collect Non-Personal Information from you (e.g., on your interactions and/or experience with the Site and/or us). The third party may then share the Personal Information, Non-Personal Information, Aggregate Data, and/or other data with us.

## USAGE BY CHILDREN AND ON BEHALF OF CHILDREN

Our Site is intended to provide certain information about Express Scripts Canada without Site registration, and through Site registration to facilitate certain services with Express Scripts Canada through the Member Website. To utilize the convenience of the Member Website, we collect, utilize, and share certain Personal Information and Non-Personal Information. These services may be available offline in a modified form without the collection of certain information.

If you are not eligible under law or otherwise to (i) use the Site including the Member Website, (ii) agree to the terms associated with the Site, or (iii) authorize sharing of your Personal Information and Non-Personal Information in accordance with this Internet Privacy Policy, do not use the Site. As appropriate, you should consult with and/or coordinate your care with a parent, partner, guardian, caregiver, prescriber, or similar person to appropriately use and take advantage of the functionality offered through the Member Website.

## LINKING POLICY

Our Site may contain hyperlinks allowing our users to connect to other websites owned by us and our affiliated companies and websites owned by our third-party vendors, distributors, and providers (“Linked Sites”). You may also access our Site through a hyperlink embedded in a Linked Site. We provide hyperlinks to the Linked Sites to enable you to conveniently access websites that may be of interest to you. Please note that once you click on a hyperlink that transfers you from our Site to a Linked Site, you have left our Site, and this Internet Privacy Policy will immediately cease to apply to any subsequent activity on the Linked Site. We are under no obligation to notify you when you have left our Site and have accessed a Linked Site. Use of any Linked Site will be governed by the privacy policy, terms of use, and/or other policies (if any) on the Linked Site. You may, at your option, participate in surveys or provide other information to our affiliates that control a Linked Site, and that information may be shared with us or with others subject to the privacy policy terms set forth on that Linked Site. Certain Non-Personal Information that you choose to provide through a Linked Site (such as comments) that is subsequently provided to us by the Linked Site provider in connection with a service engagement may be identifiable to us as your Personal Information.

## SECURITY STATEMENT

We are committed to protecting the privacy and security of this Site. We take reasonable technical and procedural precautions to protect the information received by us. Our Internet infrastructure is protected using industry recognized commercial security products, including current encryption technology, and best practice procedures for maintenance of the website. In addition, our infrastructure is monitored 24 hours a day, seven days a week.

No method of transmission over the Internet or storage of data on an Internet server is 100% secure. Although we use commercially acceptable and reasonable precautions to protect your information, we do not guarantee its absolute security.

## YOUR ACCEPTANCE OF THIS INTERNET PRIVACY POLICY

You are deemed to have assented to the terms and conditions contained in this Internet Privacy Policy when you use the Site and/or when you have indicated in your online registration that you accept the Terms of Use into which this Internet Privacy Policy is incorporated. You are deemed to have read and accepted this Internet Privacy Policy each time you access the Site, the Member Website and/or Analytics Website after initial registration by using your login credentials. If you do not agree to the terms of this Internet Privacy Policy, please do not use the Site. The terms and conditions contained in this Internet Privacy Policy are subject to and may be superseded by applicable federal and provincial laws. You may withdraw your consent, subject to legal or contractual restrictions and reasonable notice. If you withdraw your consent, we may not be able to provide some products or services to you.



## RELATIONSHIP TO THE TERMS OF USE

This Internet Privacy Policy, and your and our performance in connection herewith, is further governed by and subject to the Terms of Use for the Site, including but not limited to the disclaimer, limitation of liability, governing law, jurisdiction, and venue provisions set forth therein.

## CHANGES IN OUR INTERNET PRIVACY POLICY

We use Personal Information, Health Information, and Non-Personal Information collected from you pursuant to the Site only within the scope of use described in this Internet Privacy Policy and Notice of Privacy Practices. However, we reserve the right, from time to time in our sole and absolute discretion, to change, to modify, or to add terms or remove terms from this Internet Privacy Policy. Changes to this Internet Privacy Policy will be reflected when we post a new version number and updated revision date. The version number includes a major number, a decimal point, and a minor number. A change to the major number reflects a significant change to the policy, while a change to the minor number reflects a less significant change to the policy. Examples of significant changes include additional provisions that reflect new Site functionality, significant modifications to existing provisions, and more significant changes to Site functionality that cause provisions to be modified, added, or removed. Examples of less significant changes include additional provisions that clarify current Site functionality, minor modifications to existing provisions, and less significant changes to Site functionality that cause provisions to be modified, added, or removed.

We will provide an advance notice of a major change prior to your access of any portion of the Site for which registration is required. For example, we may (i) require that you reaccept the updated version of the web policies, (ii) send an electronic notification advising of the update to the web policies, (iii) include a notice on the Site viewable without login advising of the update to the web policies, and/or (iv) advise of the updated web policies during a phone call. We do not ordinarily provide advance notice of a minor change.

We recommend that you check the version number and revision date prior to using the Site, and that you review this Internet Privacy Policy on a frequent basis. Your continued use of the Site and/or utilization of any Site benefits after this Internet Privacy Policy has been updated (and after advance notice for a major change) indicates your agreement and acceptance of the updated version of the Internet Privacy Policy.

## POLICY COMMENTS AND ASSISTANCE

We welcome your comments on this Internet Privacy Policy. Upon written request, Express Scripts Canada will provide you with access to your Personal Information and Health Information, subject to certain exceptions as provided by the applicable legislation and the Corporate Privacy Policy. If you have comments, questions or complaints regarding our Internet Privacy Policy, the security of your Personal Information, Health Information or our compliance with the applicable personal information protection legislation, or if you wish to request access to or correction of your Personal Information/Health Information, please contact the Privacy Office by following the contact information available at [www.express-scripts.ca/contact-us/privacy\\_office](http://www.express-scripts.ca/contact-us/privacy_office).

