

Terms and Conditions

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <https://qrxdigital.com> website (the "Service") operated by QRx Digital ("us", "we", or "our"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service. By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

Intellectual Property Rights

Other than the content you own, under these Terms, QRx Digital and its licensors own all the intellectual property rights and materials contained in this Website. You are granted a limited license only for purposes of viewing the material contained on this Website.

Restrictions

You are specifically restricted from all of the following:

- publishing any material contained in this Website in any other media;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Form and the Website itself;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Form and the Website, or any person or business entity;
- engaging in any data mining, data harvesting, data extracting, or any other similar activity about this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you, and QRx Digital may further restrict access by you to any areas of this Website, at any time, in absolute discretion. Any personally identifiable information you may have for this Website is confidential, and you must maintain confidentiality as well.

Governing Law

These Terms shall be governed and construed according to the United States of America' laws, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, these Terms' remaining provisions will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

No warranties

This Website is provided "as is," with all faults, and QRx Digital express no representations or warranties of any kind related to this Website or the materials contained on this Website. Also, nothing contained on this Website shall be interpreted as advising you.

Limitation of liability

In no event shall QRx Digital, nor any of its officers, directors, and contractors, shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. QRx Digital, including its officers, directors, and contractors, shall not be held liable

for any indirect, consequential, or outstanding liability arising out of or in any way related to your use of this Website.

Indemnification

You hereby indemnify to the fullest extent QRx Digital from and against any and/or all liabilities, costs, demands, causes of action, damages, and expenses arising in any way related to your breach of any of the provisions of these Terms.

Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is a material, we will try to provide at least 30 days notice before any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Assignment

QR Digital is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

Entire Agreement

These Terms constitute the entire agreement between QRx Digital and you in relation to your use of this Website, and supersede all prior agreements and understandings.

Contact Us

If you have any questions about these Terms, please contact us.

Privacy Policy

QR Digital is committed to protect and respect your personal data privacy. This privacy policy is hereby adopted in compliance with Republic Act No. 10173 or the Data Privacy Act of 2012 (DPA) of the Philippines, its Implementing Rules and Regulations, and other relevant policies, including the National Privacy Commission.

This Privacy Policy also complies with the requirements set by the General Data Protection Regulation (GDPR) as well as the California Consumer Privacy Act (CCPA).

Information we collect

We collect the following information: name, company name, website URL, contact number, and email address when users submit through our service inquiry form ("Form"). Automatic Collections:

For each HTTP (which is what your Web browser generates when you request a page or part of a page from a Website) request received, we collect and store only the following information:

- the date and time
- the originating IP address
- the type of browser and operating system used (if provided by the browser)
- the URL of the referring page (if provided by the browser)
- the object requested completion status of the request pages visited

How we use your Information

We use the Information we collected for the purpose of communicating with our users, such as enabling users to receive email notifications regarding deals they have subscribed to receive alerts about.

Users who inquired through the Form will also receive email notifications, including additional announcements about our products, services and newsletters. We respect the privacy of all of our users and offer an opt-out service in all of these communications.

Subject to applicable law, we may share your Information (particularly, names and contact information such as email addresses and phone numbers) with companies that form part of the same group of companies as we do (the "Group Companies"). Such sharing of data shall solely be to allow the Group Companies to offer their services/products to you if, in our opinion, you may be interested in such services and products. Also, when you register, we ask you whether you like to receive offers and services from other third party companies via email and/or via post. You have the ability to opt-out receiving such third-party offers during registration.

We may also disclose any of your Information to any competent governmental authority if asked to disclose such data without notifying you.

We DO NOT (i) use Personal Information for any other purpose than to provide Information about our products and services, (ii) sell your Personal Information, (iii) share your Personal Information with other entities, except as provided in this Policy.

Analytics and Tracking Technologies

The Website uses Google Analytics to monitor the effectiveness of the Website and improve the Website, based on collected data. The use of Google Analytics is governed by the [Google Analytics Terms and Conditions and any other policy](#) that may be forced from time to time at Google's discretion.

Protection Measures

Only authorized QRx Digital personnel and personnel of partner organizations, who are compliant with the Data Privacy Act of 2012, shall have access to your data. Your Information shall be stored securely in an encrypted database for five (5) years.

Access and correction

You are entitled to certain rights in relation to the Personal Data collected from you, including the right to access and correct your Personal Data being processed, object to the processing, and to lodge a complaint before the National Privacy Commission in case of violation of your rights as a data subject.

You may send us an email at contact@qrxdigital.com to request access to, correct and/or delete any Personal Data that you have provided to us. Please be advised, however, that We cannot delete your Personal Data without restricting or removing our ability to effectively address your Inquiry. We may not accommodate a request to correct and/or delete Personal Data if We believe the same would violate any law or legal requirement or cause the Personal Data to be incorrect.

This Privacy Policy is effective as of Dec 23, 2015, and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy at any time, and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on our Website.

California Consumer Privacy Act

The California Consumer Privacy Act of 2018 ("CCPA") provides certain rights to residents of California. This section of our Privacy Policy applies if you are a natural person who is a resident of California ("California Consumer") and uses our Website. Certain terms used below have the meanings given to them in the CCPA.

The following sets forth the categories of Information we collect and purposes for which we may use California Consumers' personal Information:

Categories of Personal Information We Collect About You from Our Website

Categories of Information collected

Purposes of use (see chart below for additional Information).

Sources of personal Information

Identifiers, e.g., name, email address

Communicate with you

Transact with you if you use our services

Provide the Services

Tell you about products and services offered by QRx Digital and QRx Digital's selected partners

Personalize your experience

Improve our offerings Secure our Services and fraud prevention

Defending our legal rights and compliance with the law

From you, either directly or through the use of the Website.

Device Information and Device Identifiers, e.g., IP address, browser type and device locale, operating system, mobile platform, device model

Provide the Services

Tell you about products and services offered by QRx Digital and QRx Digital's selected partners

Personalize your experience

Secure our Services and prevent fraud
Defend our legal rights and comply with the law
From you, either directly or through the use of the Website, or third parties

Connection and Usage Data, e.g., web browsing activity on the Website
Provide the Services
Tell you about products and services offered by QRx Digital and QRx Digital's selected partners
Personalize your experience
Secure our Services and prevent fraud
Defend our legal rights and comply with the law
From you, either directly or through the use of the Website, or third parties

Other Information, e.g., any other information you provide to us through the Website
Communicate with you
Provide the Services
Secure our Services and prevent fraud
Defend our legal rights and comply with the law
From you, either directly or through the use of the Website

The "How we use your information" section of our Privacy Policy provides additional Information about the business or commercial purposes for collecting and using your Information.

We may disclose the categories of personal Information identified in this California Privacy Notice about our California Consumers for our operational purposes where the use of such personal Information is reasonably necessary and proportionate to achieve the operational purpose for which the personal Information was collected or processed or for another operational purpose that is compatible with the context in which the personal Information was collected.

How We Share and Disclose Your Information

We share the Information collected from and about you as discussed above for various business purposes. The chart below explains the categories of Information that we may share with third parties and the categories of those parties.

Third Parties with which we share Information and why
Categories of Information shared

Our Affiliates. We may share Information we collect within our family of companies to deliver products and services to you, and enhance our products, services, and your customer experience.
All categories of Information we collect may be shared with our affiliates

Service Providers that perform services on our behalf: including billing and payment processing, sales, marketing, advertising, data analysis and insight, research, technical support and customer service, data storage, security, fraud prevention, and legal services.
All categories of Information we collect may be shared with our service providers

Other Individuals, Services, and Vendors at Your Request. We will share your Information with other businesses and services at your request. For example, if you direct us to communicate Information to one of your vendors.

Contact and account registration

Demographic and statistical Information

Communications with event vendors

Geolocation

Other Information

Third-Party Partners for Marketing Purposes. We may share your Information with partners whose offerings we think may interest you. For example, if you participate in co-sponsored promotions, then we may share Information with our affiliates and other third parties for their marketing and other purposes.

Contact and account registration

Demographic and statistical Information

Third-Party Partners to Provide Co-Branded Products and Services. In some cases, we may share Information with third-party partners to provide co-branded products or services (e.g., co-sponsored promotions).

Contact and account registration

Demographic and statistical Information

Geolocation

Third Parties for Legal Purposes. By using the Services, you acknowledge and agree that we may access, retain, and disclose the Information we collect and maintain about you if required to do so by law or in a good faith belief that such access, retention or disclosure is reasonably necessary to: (a) comply with legal process or a regulatory investigation (e.g. a subpoena or court order); (b) enforce our Terms and Conditions, this Privacy Policy, or other contracts with you, including investigation of potential violations thereof; (c) respond to claims that any content violates the rights of third parties; and/or (d) protect our rights, property or personal safety, or that of our agents and affiliates, our users and/or the public. This includes exchanging Information with other companies and organizations for information security, fraud protection, spam/malware prevention, and similar purposes.

All categories of Information we collect may be shared as necessary

Third Parties in a Business Transaction. We may disclose Information in connection with an actual or contemplated corporate transaction, including for example a merger, investment, acquisition, reorganization, consolidation, bankruptcy, liquidation, or sale of some or all of our assets.

All categories of Information we collect may be shared as necessary

Third-Party Online Advertisers and Ad Networks. As discussed in the "Third Party Tools / Analytics on the Website" Section of our Privacy Policy, the Services may rely on third-party advertising technologies that allow for the delivery of relevant content and advertising on the Services, as well as on other websites you visit and other applications you use, and these technologies will collect certain Information from your use of the Services to assist in delivering such ads.

Identifiers

Device information and device identifiers
Connection and usage data
Geolocation

The CCPA sets forth certain obligations for businesses that "sell" personal Information. Based on the definition of "sell" under the CCPA and under current regulatory guidance, we do not believe we engage in such activity and have not engaged in such activity in the past twelve months. Instead, we limit our sharing of Information as set forth in the "How We Share and Disclose Your Information" section of this Privacy Policy, and to allow third parties to collect certain Information about your activity for limited purposes, for example through cookies, as explained in the "Analytics and Tracking Technologies" section of our Privacy Policy.

California Rights and Choices

Without being discriminated against for exercising these rights, California residents have the right to request that we disclose what personal Information we collect about you and to delete that Information, subject to certain restrictions. You also have the right to designate an agent to exercise these rights on your behalf. This section describes how to exercise those rights and our process for handling those requests. To the extent permitted by applicable law, we may charge a reasonable fee to comply with your request.

Right to request access to your personal Information

California residents have the right to request that we disclose what categories of your personal Information that we collect, use, or sell. You may also request the specific pieces of personal Information that we have collected from you. However, we may withhold some personal information where the risk to you or our business is too great to disclose the Information.

Right to request deletion of your personal Information

You may also request that we delete any personal information that we collected from you. However, we may retain personal Information necessary to (a) protect our business, systems, and users from fraudulent activity, (b) to address technical issues that impair existing functionality, (c) Necessary for us, or others, to exercise their free speech or other rights, (d) comply with law enforcement requests pursuant to lawful process, (e) for our own internal purposes reasonably related to your relationship with us, or to comply with legal obligations. Additionally, we need certain types of Information so that we can provide our Services to you. If you ask us to delete it, you may no longer be able to access or use our Services.

How to exercise your access and deletion rights

Subject to restrictions under applicable law, California residents may exercise their California privacy rights by submitting your request to us, or by contacting us at contact@qrxdigital.com.

For security purposes, when you request to exercise your California privacy rights, we will verify your identity. Once we have verified your identity (and your agent, as applicable), we will respond to your request as appropriate:

Transparency. Where you have requested the categories of personal Information that we have collected about you, we will direct you to the sections of our Privacy Policy relevant to your request. Access. Where you have requested specific pieces of personal Information, we will provide the Information you have requested, except where not permitted under applicable law or otherwise exempted by the CCPA.

Deletion. Where you have requested that we delete personal Information that we have collected from you, we will delete any information about you that is not necessary for the purposes indicated above. Upon completion, we will send you a notice confirming that we deleted the Information we collected from you. Certain Information may be exempt from such requests under applicable law.

If we are unable to complete your requests fully for any of the reasons above, we will provide you with additional Information about the reasons that we could not comply with your request.

Right to nondiscrimination

We will not deny, charge different prices for, or provide a different level of quality of goods or services if you choose to exercise these rights.

Authorized Agents

You may also designate an agent to make requests to exercise your rights under CCPA as described above. We will take steps to verify the identity of the person seeking to exercise their rights as listed above, and to verify that your agent has been authorized to make a request on your behalf (e.g. through providing us with a signed written authorization or a copy of a power of attorney).

Submitting CCPA Requests

For our Website: If you are a California Consumer, please contact us at contact@qrxdigital.com. To protect your privacy and maintain security, we take steps to verify your identity before granting you access to your personal Information or complying with your request.

Requests from Our Client's Users: Because QRx Digital is a service provider that processes data on behalf of its Clients, any requests from Users who are California residents seeking to exercise their rights of access and deletion under the CCPA must be provided to QRx Digital by a Client. Clients can notify QRx Digital of these requests by sending us an email at contact@qrxdigital.com.