

### **Pharmacies Terms:**

This document is an electronic record in terms of Information Technology Act, 2000 and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2021 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of the Platform.

These Terms of Use along with the Privacy Policy, Return and Refund Policy, Cookies Policy and Disclaimer ("Terms") provided on the Platform (as defined below) govern your use of the Platform, i.e. Platform available at PlayStore and AppStore website available at [www.bharatmed.ai](http://www.bharatmed.ai) links, content, software including but not limited to Products, any and all services offered on the Platform titled '**BharatMed**'.

These Terms govern your use of this Platform; by using this Platform, you accept these Terms in full. If you disagree with these Terms or any part of these Terms, you must not use this Platform.

Our Platform is operated, and services are provided in compliance with the laws in India and Company shall not be liable to deliver any Products or provide any Services purchased by You in locations outside India. If you access our services from locations outside India, you do so at your own risk and you are solely liable for compliance with applicable local laws. The User agrees to use the service to authorise an individual and get the products from the third party on his/her behalf. Where you use any third-party Platform or the products or services of any third party, You may be subject to alternative or additional terms and conditions of use and privacy policies.

The term 'BharatMed' or "the Company" 'us' or 'we' refers to the owner of the Platform, i.e. BharatMed Pharma Technology Pvt Limited whose registered office is Bootstart - Global Business Hub, 2nd Flr, U.No. 207-210, Kharadi, Pune- 411014, Maharashtra.

Customer means to include the user who has confirmed an Order on the Platform or is a purchaser of the Products offered on the Platform.

Delivery Partners mean to include the third-party delivery partner hiring person/s that enable the pick-up and drop of the Order/s, via courier.

Order/s means to include the request for a purchase of any Product/s made by a user on the Platform.

Pharmacies mean to include registered third-party/ies (third parties shall for the purpose of this Terms, include without limitation various merchants, third party Pharmacy, retail pharmacy stores, third party pharmacists, etc.

Services mean to include the online aggregator services provided by the Company through the Platform.

The Platform is an online aggregator platform wherein the Company acts as an intermediary between the Pharmacies, Delivery Partners and the Customer by merely providing hosting and technology intermediary services to the Customers to purchase Products from Pharmacies, i.e. including without limitation pharmaceutical products, nutraceutical supplements and products, medicines, health and wellness products, veterinary products, dietary supplements, sanitary products, baby food, baby products, nursing products and such other services.

The listing of Products on the Platform is merely an 'invitation to an offer for sale' and not an 'offer for sale'. The completion of a Transaction (as defined below) shall constitute an acceptance of such Offer by the Customer. ("Offer").

The term 'you' refers to the Pharmacy/ies signed-up/registered with this Platform. The use of this Platform is subject to the following terms of use:

**Please review these Terms carefully before using the Services because they affect your rights. By using any of the Services, you accept these Terms and agree to be legally bound by them.**

### **1. ALTERATIONS TO THE TERMS OF USE:**

We may change these Terms at any time without notice. You can review the most current version of these terms by clicking on the "Terms of Use" hypertext link located at the bottom of our web page on the Platform. You are responsible for checking these Terms for changes periodically. If you continue to use the Platform after we post changes to these Terms, you are signifying your acceptance of the updated Terms. We reserve the right to correct, modify and revise information, errors, inaccuracies or omissions at any time (including after an order has been submitted) without prior notice. Please note that such errors, inaccuracies or omissions may also relate to pricing and availability of the product or services.

### **2. RIGHT TO CHANGE:**

We reserve the right to discontinue or change any service or feature on the Platform at any time and without notice.

### **3. YOUR RESPONSIBILITIES/LIABILITIES:**

You may use the Platform for lawful purposes only. You may not submit or transmit through the Platform any material, or otherwise engage in any conduct that:

- a.** violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;

- b.**is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- c.**victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d.**impersonates any person, business or entity, including the Company and its employees and agents;
- e.**contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- f.** encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- g.** Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Platform, or any other customer of Company, including any Company Account not owned by You, to its source, or exploit the Platform or service or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Platform;
- h.** Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platforms or any affiliated or linked sites;
- i.** Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Paragraph;
- j.**Violates these Terms of Use, guidelines or any policy posted on Platform, or interferes with the use of the Platform by others.

- k.** Use the Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or other third parties;
- l.** Conduct or forward surveys, contests, pyramid schemes or chain letters;
- m.** Download any file posted by another user of a service that you know, or reasonably should know, cannot be legally distributed in such manner;
- n.** Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- o.** Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
- p.** You may not use the Platform in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and engagement of Platform.
- q.** You may not attempt to gain unauthorized access including without limitation using any automated means or circumvent the navigational structure to access the Services, any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce the Terms.
- r.** You agree not to access (or attempt to access) the Platform and the materials or services by any means other than through the interface that is provided by Company.
- s.** You shall not use any automated means such as data scraper, deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access the Platform, the information, or Services for any purpose.

#### **4. SPAM:**

You may not use the Platform or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including but not limited to e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use the Platform to violate the terms of this section. We may terminate your access or use of the Platform immediately and take any other legal action if you, or anyone using your access to the Platform violates these provisions and/or the Terms. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within our computer or communications networks.

#### **5. PROPRIETARY RIGHTS**

- a.** In event, We, post text, messages, information, software, images, audio and video, etc. ("Content") on the Platform, we own the property rights to that Content. The Content is protected by international treaties, and by copyright, trademark, patent, and trade secret laws and other proprietary rights. For example, we own a copyright in the selection, organization, arrangement, and enhancement of the Content, as well as in our original Content. The look and feel of our colour combinations, button shapes, and other graphical elements on the Platform are our trademarks.
- b.** This Platform contains material which may be owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics and its reproduction is prohibited.
- c.** All items offered for sale on the Platform, and content (including product descriptions, images and the like) made available by the Pharmacies, are third party content and describe third-party Products. The Company has no control over such third-party user generated content, products or services and does not originate or initiate the transmission, or select the sender/recipient of the

transmission, or the information contained in such transmission. The authenticity, accuracy or genuineness of the Products made available by the Pharmacy/ies through the Platform shall be the sole responsibility of the Pharmacy/ies. The Company shall have no liability with respect to the authenticity of the Products being facilitated through the Platform. The Company does not take any representation or warranty as to legal title of the Products offered for sale by the Pharmacy/ies on the Platform. The right, title, claim or interest in the products sold through the Platform shall not vest with the Company and the Company shall not have any obligations or liabilities in respect of any transactions on the Platform.

- d. You agree and acknowledge that third-party content available on the Platform, including without limitation, text, copy, audio, video graphics etc is for general information purposes only and does not constitute either an advertisement or promotion of any offer for sale. Further, the Company shall not be responsible for ensuring that the content made available are not misleading and describe the actual condition of the Products. Also, You acknowledge and understand that the Company provides no warranty or representation with respect to the authenticity or accuracy of the information provided on the Platform which is subject to due verification by you.

## **6. LICENSE TO USE**

- a. Unless otherwise stated, the Company owns the intellectual property rights in the Platform and material on the Platform save and except any third-party enable software as a service and/or platform. Subject to the license below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the Platform for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.
- b. Access to, and use of your user account is strictly limited to you as the registered and authorized user. Accordingly, you should not share your username and password with anyone. Prior to making a purchase, you must

check a box certifying that you (1) are the registered and authorized user of your user account, (2) are at least 18 years old, and (3) are completing a purchase from any location.

**c. You must not:**

- i. republish material from this Platform (including republication on another Platform);
- ii. sell, rent or sub-license material from the Platform;
- iii. show any material from the Platform in public or any other public medium;
- iv. reproduce, duplicate, copy or otherwise exploit material on this Platform for a commercial purpose; re-distribute material from this Platform except for content specifically and expressly made available for redistribution;
- v. Where content is specifically made available for redistribution, it may only be redistributed within your organization; and/or
- vi. Any such use of the Platform and/or its material, otherwise which shall be opposed by us.

**d. On request of registration information from you to set up a merchant account on your management console/dashboard, you must provide us with accurate and complete information and must update the information when it changes.**

**e. You are responsible for maintaining the confidentiality of your user account login names and passwords, and must not permit use of your account by anyone. You accept responsibility for all activities, charges, and damages that occur under your account, including unauthorized use of your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use.**

**f. You shall bear all data charges for the use or view of the Platform as charged by their respective network carrier/s. The user or viewer must have a device with wi-fi, 3G/4G/5G connectivity for using or viewing the Platform.**



- g.** Sweepstakes, contests, and promotions on the Platform may also have additional rules and eligibility requirements, such as certain age, amount of purchase, geographic area restrictions, etc. You are responsible for complying with these rules and requirements. All such offers including but not limited to offers such as cashback, discounts, free gifts, etc. will be at the discretion of BharatMed and/or Pharmacy and/or such third-party, if applicable.
- h.** We store and process your information including any sensitive personal, health and financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at <http://bharatmed.ai/privacy-policy>. If you object to your information being transferred or used in this way please do not use the Platform.
- i.** In event of any query raised to the Company regarding the use of the Platform, the Company shall make best efforts to respond within 2 business days of receipt of such query.

## **7. PHARMACIES TERMS:**

- a.** The Platform will act as a virtual marketplace for the Pharmacy/ies Products as agreed to under these Terms.
- b.** The payment will be made to the Pharmacy/ies within 10 business days from successful completion and payment towards a transaction for the Pharmacy's Products for an Order placed on the Platform at the price as agreed mutually between the Pharmacy and the Company.
- c.** Further, the Pharmacy/ies will dispatch the Order within the guaranteed timeline of such order receipt by the Pharmacy/ies. Such order receipt shall be notified to the Pharmacy/ies by the Company via notifications through the Platform.

Expected time for order acceptance by the Pharmacy/ies is 10 minutes from receipt of the notification by such Pharmacy/ies and acceptance of such Order. Delays beyond such delivery will result in loss of any and all preferential services and/or treatments offered and provided by BharatMed.

- d.** All payments are subject to applicable taxes to be borne by each party individually.
- e.** Any default in the fulfilment of any requests due for any reason whatsoever will be charged at 18% (Eighteen Percent) of the value on total invoice/bill.
- f.** The Company shall make payments as per the mutually agreed written terms.
- g.** The Pharmacy/ies represents and warrants that the Pharmacy/ies has right to use the name under which the Pharmacy/ies is identified and registered.
- h.** The Pharmacy/ies shall comply with all applicable laws and regulations.
- i.** The Pharmacy/ies are free to upload work on other platforms for sale, etc. nevertheless shall ensure stock updating on a timely basis in accordance with the availability of any and all items to avoid any inconvenience to a Customer which would cause loss of reputation to the Company for which the Pharmacy/ies will be held liable.
- j.** The Pharmacy/ies shall ensure marking of “prescription required” for Products that require prescription as per applicable law. Any default due to negligence in marking as above, shall be the liability of the Pharmacy/ies.
- k.** The Pharmacy/ies shall co-operate with the Company to provide the updated price lists timely, offers, offer details and description, offer price, updated images, if any and also maintain limitations on the offer for the purpose of the Platform and Terms. Any delay at the end of the Pharmacy/ies shall not result in any update in pricings. Any and all updates will be undertaken by the Company within 30 business days from confirmation of receipt of such information by the Pharmacy/ies.
- l.** The Pharmacy/ies shall provide images, videos, brochures, product catalogues, marketing material and such other promotional materials, etc. for the purpose of display on the Platform and for use in any Company participated exhibition. The

Company shall give information of such requirement to the Pharmacy/ies 15 (fifteen) days in advance

- m.** The Pharmacy/ies understands that the selection of the material to be displayed for promotion or otherwise on the Platform shall be decided by the Company unless mutually agreed upon in writing.
- n.** The Pharmacy/ies represents that the offers sold and/or displayed are as per industry standard and do not violate or infringe any intellectual property rights and/or third party rights
- o.** The Pharmacy/ies shall take all reasonable steps to maintain the brand reputation and goodwill of the Company and Platform.
- p.** The Pharmacy/ies will be solely responsible for the use and consumption of the Pharmacy/ies's Products and any and all content uploaded and/or used and/or on the Platform in relation to the Pharmacy/ies's Products. The Pharmacy/ies allows the Company to use/exploit the content uploaded by the Pharmacy/ies on the Platform until the termination and/or expiration of these Terms.
- q.** The Pharmacy/ies's performance under these Terms will not violate or conflict with any other agreement to which the Pharmacy/ies is a party to.
- r.** The Pharmacy/ies shall not use the Platform services, directly or indirectly, for any fraud or to interfere with the use of the Platform services.
- s.** The Pharmacy/ies will be solely responsible for the use and consumption of the Pharmacy/ies Products and/or services and any and all content uploaded and/or used and/or on the Platform in relation to the Pharmacy/ies Products and/or services. The Pharmacy/ies allows the Company to use/exploit the content uploaded by the Pharmacy/ies on the Platform until the termination and/or expiration of these Terms.
- t.** The Pharmacy/ies shall not directly or indirectly contact or communicate with the Customer/s of the Platform for a period of 2 (two) years from the date of termination of the Pharmacy/ies's association with the Platform and the Company.

- u.** The Pharmacy/ies shall provide all documents and/or detailed information as required by the Company from time to time and shall warrant the truthfulness and accuracy of the same.
- v.** The Pharmacy/ies shall maintain confidentiality of any and all information shared by the Company, at all times.
- w.** The Pharmacy/ies shall be held responsible for any legal action that due to any default arising out of the use and/or consumption of the Pharmacy's Products and/or services and the breach of the Terms and the Pharmacy/ies shall indemnify the Company from all actions that may arise as a result of such breach or any default or act of fraud.
- x.** The Pharmacy/ies will promote the Platform's service and its association with the Platform through the display of the poster provided by us for display at prominent locations of the Pharmacy/ies's outlet, if any and or in any manner otherwise as required by the Company.
- y.** You acknowledge that Company is a mere facilitator and does not fall within the purview of the Food Safety and Standards Act, 2006 and the rules framed thereunder.
- z.** You acknowledge that Company is a mere facilitator and does not fall within the purview of the Drugs and Cosmetics Act, 1940 and the rules framed thereunder.
- aa.** You acknowledge that Company is a mere facilitator/intermediary and does not fall within the purview of the National Medical Commission Act, 2019, and the rules and regulations framed thereunder.
- bb.** Company may, at any time, with or without notice, terminate the Terms (or portion thereof, such as any individual Additional Terms) with You if:
  - i.** You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to You from time to time (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same);
  - ii.** Company is required to do so by law (for example, where the provision of the services hereunder, to You is, or becomes, unlawful);

- iii. The provision of the services to You, by Company is, in Company's opinion, no longer commercially viable;
  - iv. Company has elected to discontinue, with or without reason, access to the Platform, the services (or any part thereof); or
  - v. Company may also terminate or suspend all or a portion of Your account or access to the services with or without reason.
- cc.** You agree that all terminations shall be made in Company's sole discretion and that Company shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Platform and the services offered thereunder. Notwithstanding the foregoing, these Terms will survive indefinitely unless and until Company chooses to terminate them. If You or Company terminates Your use of the Platform, Company may delete any content or any other materials relating to Your use of the Platform and Company will have no liability to You or any third party for doing so.
- dd.** You agree that Company may, in its sole discretion and without prior notice, terminate Your access to the Platform and block Your future access to the Platform, if Company determines that You have violated these Terms. You also agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Company, for which monetary damages would be inadequate, and You consent to Company obtaining any injunctive or equitable relief that Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Company may have at law or in equity. You agree that Company may, in its sole discretion, and without prior notice, terminate Your access to the Platform, for cause, which includes (but is not limited to): (1) requests by law enforcement or other government agencies; (2) a request by You (self-initiated account deletions); (3) discontinuance or material modification of the Platform or any service offered on or through the Platform; or unexpected technical issues or problems. If Company does take any legal action against You as a result of Your violation of these Terms, Company will be entitled to recover from You, and You agree to pay,

all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Company.

- ee.** Company shall not be liable for any third-party product or services. The advertisement available on e-mail or Platform with respect to the third-party Platform or the Products are for information purpose only. You expressly agree that Your use of the Platform is at Your risk.

## **8. PHARMACIES REPRESENTATIONS AND WARRANTIES:**

Once you have signed-up/registered as a Pharmacy, you will be able to offer your Products to Customers.

Throughout the time during which you are registered/signed-up actively as a Pharmacy via the Platform, you represent, warrant and agree to the following:

- a. Pharmacy/ies represent and warrant that:
- i. it holds all licenses, franchises, ordinances, authorizations, permits, certificates, orders, and approvals required for or which are material to the ownership of the Products, including without limitation distribution whether by retail or otherwise;
  - ii. the Products have not been obtained through any fraudulent activity or misrepresentation;
  - iii. it shall not infringe any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity in the form of replacement of Products with counterfeit products or unlisted/unverified/banned/non-certified products or otherwise;
  - iv. it shall not do any illegal activity and/or promote illegal activity;
  - v. it shall not unauthorizedly advertise and/or solicits users to a business other than those on the Sites;
  - vi. it will not be disruptive and/or incite others to violate industry standards and/or BharatMed's standards;

- vii. there are no suits, claims, or proceedings pending or threatened against Pharmacy/ies or any of its affiliates with respect to the Products or the using, selling, or offering for sale, the Products;
- viii. there are no Third Party patents that would adversely effect Pharmacy/ies's ability to sell the Products on the Platform; and
- b. In order to purchase certain Products that compulsorily require a valid prescription, Customers are required to upload a valid scan copy of such prescription by a verified medical practitioner as directed on the Platform. The Pharmacy/ies, may dispense only such quantities of the prescription as specified in the prescription. Pharmacy/ies may authenticate, validate and re-confirm with the Customer for correct information, if required and verify the prescription forwarded by Customer/s and in case of any discrepancy observed by the Pharmacy/ies, the order may be subject to cancellation by the Pharmacy/ies. However, no delivery is guaranteed basis such prescription or even upon confirmation by the Pharmacy/ies.
- c. You will not make any misrepresentations nor create a misleading name or listing.
- d. You will at all times provide correct and accurate representations of your certifications, validations, registrations and other such valid information. You will maintain and update all such information to keep it true, accurate, current and complete. You will be responsible for fulfilling regulations of applicable law.
- e. You will not provide any medical or mental health advice or other advice or information which may only be lawfully rendered or provided by a licensed professional who has established a physician-patient relationship. You will not provide any medical or legal information unless you are a licensed professional in good standing in the relevant field of expertise and you abide by all relevant laws, rules and regulations, including, without limitation rules of ethics and professional responsibility.
- f. You will maintain only one account unless you have been provided explicit permission from BharatMed.

- g. BharatMed makes no representation or warranty whatsoever as to the willingness or ability of Customer/s to pay for any Products given by the Pharmacy/ies.

**9. TRANSACTION:**

- a. Any transaction both effected and completed (upon verification of receipt by the Company) through the payment option provided on Platform will apply to such Terms. The sale & purchase / transaction between the registered third parties and You, of Products, facilitated by the requisition placed by Customer on the Platform shall be governed by these Terms. Company is not and cannot be a party to or save as except as may be provided in these Terms, control in any manner, any transaction between You and the third parties.
- b. You acknowledge that we:
- i. are not the owner of the Products being sold hereunder;
  - ii. will only get involved with any dispute between Customer and Pharmacy/ies to the extent specified; and
  - iii. are not responsible in any way if any offers displayed and subsequently sold via this Platform prove unsatisfactory.
- c. We have no direct involvement in transactions between users having not transacted through the Platform and the Company shall have no liability in case of any defaults arising in such cases.
- d. Your relationship with Company is on a principal-to-principal basis and by accepting these Terms You agree that Company is an intermediary for all purposes and does not have control of or liability for the products or services that are listed/ offered on Company's Platform. Company does not guarantee the identity of any third parties, nor does it ensure that a User or a third party will complete a transaction.



- e. We are not responsible for ensuring that a Customer complete a transaction and make no guarantees whatsoever to the user that offline offers, if any, will be listed on our Platform.
- f. Unless otherwise stated, all payments are quoted in Indian Rupees.
- g. Further, we are not responsible for any loss or damage arising directly or indirectly due to lack of authorization for any/a transaction, exceeding the preset limit mutually agreed by you and between your bank/s, or any payment issues arising out of the transaction, or decline of transaction for any other reason/s. using third party banking/money exchange services.
- h. We reserve the right to cancel any request at Company's sole discretion, under a situation where we are not able to meet the requirement of the order placed or if the order so placed/cancelled does not comply with our policies or for any other reason. However, we will ensure that any communication of cancellation of a request, so cancelled, is intimated within appropriate time to the concerned person and any applicable refund, subject to Company's sole discretion will be made in reasonable time.

#### **10. TRANSACTION PRICE:**

- a. The price of the Products shall be governed by the price displayed in India Rupees against such Products on the Platform which shall further be subject to change as per clause 10.d.
- b. The price of the Products availed shall on every transaction additionally include a convenience fee, handling fee, packaging fee, surge charges, tips, etc. and, if applicable, courier charges, insurance, and all other taxes, duties, costs, charges and expenses, if any in respect thereof and any other amount charged by the Company's channel partners, if any.
- c. If the Customer believes that the Company has billed the customer incorrectly, customer shall contact the Company within 1 day from the issue of such bill, in

order to receive an adjustment or credit, if found valid. Refunds are on a case-by-case basis and at the Company's sole discretion subject to the Return, Refund and Cancellation policy.

- d. The Company reserves the right to modify the Transaction Price by updating the same on the Platform which shall be considered as valid and agreed communication. The Company shall not be responsible if some purchase is not registered or is lost due to any network issues/problems such as breakdown of machinery, unclear/ disruption in the network or non-receipt of payment from banks/payment gateways/payment aggregators/third parties and/or the cost(s) charged by the network operator(s). However, the Company shall work towards the best interest of the User.

## **11. SECURITY RULES:**

- a. Users are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.

- b. This Platform is designed for parties who can legally make binding contracts under applicable law. Therefore, minors using, accessing, or registering as a user on this Platform shall be deemed to be using this Platform with the valid consent of an adult guardian- and such guardian shall be considered a party to the Platform.
- c. You are also expected to follow all laws and regulations that may be associated with any of the activities involved with the use of the Platform. You are also expected to pay for any statutory fees or applicable taxes that may be associated with the activities from this Platform.

## **12. MONITOR:**

You agree that we are not liable for the Content that is provided by others. We have no duty to pre-screen Content, but we have the right to refuse to post or to edit submitted Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material.

## **13. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Platform in a way that constitutes copyright infringement, please contact us to report the possible copyright infringement.

## **14. HYPERLINKS**

Platform may include links to third party Platforms, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links do not mean that we endorse these third party sites or services. You acknowledge and agree that we are not responsible or liable for any Content or other materials on these third party sites. Any dealings that you have with advertisers found on Platform are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser. You may not create a link to this

Platform from another Platform or document without the Company's prior written consent.

#### **15. DELIVERY PARTNER:**

The Pharmacies' appointed logistics partner shall provide various services such as collection and delivery of items, collection of the transaction price from the buyer in case of cash on delivery or such other services that the Pharmacies may require. In such services being provided by the logistics partner, it is to be understood that the Company shall not be held liable for any act of default by the respective logistics or delivery partner.



#### **16. DISCLAIMER OF WARRANTIES:**

- a. We provide the Platform "as is" and "as available." We make no express warranties or guarantees about the Platform. To the extent permitted by law, we and our suppliers and affiliates disclaim implied warranties that the Platform and all software, Content, Services, any services and products distributed through the Platform are merchantable, of satisfactory quality, error-free, accurate, timely, fit for a particular purpose or need, or non-infringing.
- b. Without limiting the foregoing, Company makes no warranty that (i) the Platform or the services will meet your requirements or your use of the Platform or the services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Platform, services or materials will be effective, accurate or reliable; (iii) the quality of the Platform, services or other materials will meet your expectations; or that (iv) any errors or defects in the Platform, services or other materials will be corrected. No advice or information, whether oral or written, obtained by you from Company or through or from use of the services shall create any warranty not expressly stated in the Terms.
- c. Without prejudice to the generality of the foregoing paragraph, we do not warrant that:

- i. this Platform will be constantly available, or available at all; or
- ii. the information on this Platform is complete, true, accurate or non-misleading
- d. Nothing on this Platform constitutes, or is meant to constitute, advice of any kind.
- e. To the maximum extent permitted by applicable law, Company will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Company also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content.

#### **17. LIMITATION OF LIABILITY:**

- a. Your sole and exclusive remedy for any dispute with us is to discontinue your use of the Platform. Our liability, or the liability of our affiliates and our suppliers for any and all claims relating to the use of the Platform is limited to the convenience fee received by the Company through the concerned Transaction. We, our affiliates, and our suppliers shall not be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, arising (in any manner whatsoever, including but not limited to negligence) out of or in connection with the Platform, Products, services provided through the payment options on the Platform or any other services of the Platform arising from your use of, inability to use, or reliance upon Platform and further including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Company has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Platform, services or materials. The Company shall not be held liable for any third-party enabled services which may lead to damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the use of the Platform Services, services provided through the payment options

on the Platform or any other services of the Platform arising from your use of, inability to use, or reliance upon Platform. The Company, its associates, affiliates, service providers and technology partners make no representation or warranties about the accuracy, reliability, completeness and/or timeliness of any content, information, software, text, graphics, links or communications provided or on through the use of the Platform or that the operation of the Platform will be error free and/or uninterrupted. The company provides no guarantee to its users in respect of the products sold on the Platform. We assume no liability whatsoever for any monetary or other damage suffered by you due to delay, failure, interruption, security breach or corruption of any data or other information transmitted whether via network or otherwise in connection with the use of the Platform.

- b.** Company shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, products, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, Company shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond Company's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the Platform, is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. Company is not responsible for any typographical error leading to an invalid coupon. Company accepts no liability for any errors or omissions, with respect to any information provided to you whether on behalf of itself or third parties.
- c.** The Products will be delivered by the Pharmacies or independent contractors. You accept and acknowledge that the Delivery Partner is engaged by the Pharmacies

or as a third-party service provider for the delivery of the Products from the concerned Pharmacies to the address notified by You, and the Company will have no control over the Products and the Pharmacy/ies shall have the Product obligations and the Delivery Partner/Agent shall have delivery obligations and duty of care. The Company is merely facilitating the Services, and will have no liability or responsibility in this regard. Company is not responsible for any non-performance or breach of any contract entered into between Customers and third party service providers. Company is not responsible for any conduct of any third-party partners including without limitation the Delivery Partner and/or Pharmacy/ies. Further, the Company will not be held responsible for any death, personal injury or such other loss or damage arising from the default of any third-party including without limitation the Delivery Partner and/or Pharmacy/ies.

- d. At no time shall Company hold any right, title or interest over the products, nor shall Company have any obligations or liabilities in respect of such contract entered into between Users and third party service providers. Company is not responsible for any unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered. The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

## **18. INDEMNIFICATION:**

You agree to defend, indemnify, and hold harmless us and our affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, demands and expenses, including attorney's fees, and penalties imposed, if any, that arise from including without limitation your use or misuse of the Platform; infringement of the intellectual property of any of our channel partners, customers, investors; data breach; illegal offerings; negligent or mistaken delivery of the Products, wrongful use of the Services and/or third-party enabled services; breach of the Terms including rules and policies incorporated herein under any applicable law.

## **19. INTERNATIONAL USE:**

We make no representation that the Content on the Platform is appropriate or available for use in locations outside India, and accessing it from territories where the Content is illegal and/or prohibited. If you choose to access the Platform from a location outside India, you do so, on your own initiative and you are responsible for compliance with local laws.

## **20. BREACHES OF THESE TERMS OF USE:**

- a. Without prejudice to the Company's other rights under the Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the Platform, prohibiting you from accessing the Platform, blocking computers using your Internet Protocol address from accessing the Platform, contacting your internet service provider to request that they block your access to the Platform and/or bringing court proceedings against you.
- b. Further, it is clarified that unauthorised use of this Platform may give rise to a claim for damages and/or be a criminal offence.

## **21. SEVERABILITY:**

This contract and any supplemental terms, policies, rules and guidelines posted on Platform constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

## **22. TERMINATION:**

Your right to use the Platform automatically terminates if you violate these Terms or any rules or guidelines posted in connection with the Platform. We also reserve



the right, in our sole discretion, to terminate your access to all or part of the Platform, for any reason, with or without notice.

### **23. GOVERNING LAW AND JURISDICTION:**

- a. These Terms and all claims arising from or related to your use of the Services will be governed by and construed in accordance with the laws of India and Courts in Mumbai shall have the exclusive jurisdiction.
- b. Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

### **24. MISCELLANEOUS:**

- a. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- b. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Platform, such as a particular "Legal Notice," or software license or material on particular web pages, these Terms constitute the entire agreement between you and us with respect to the use of the Platform.
- c. You cannot assign or otherwise transfer the Terms, or any rights granted hereunder to any third party. Company's rights under the Terms are freely transferable by Company to any third parties without the requirement of seeking Your consent.
- d. If, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by

that provision, and the remainder of the Terms shall continue in full force and effect.

- e. Any and all notices of Company will be served by email or by general notification on the Platform. Any notice provided to Company pursuant to the Terms should be sent to [info@bharatmed.ai](mailto:info@bharatmed.ai)
- f. No changes to these Terms shall be made except by a revised posting on this page.

If you do not agree to these Terms, you should immediately cease using the Platform. The Terms will continue to apply until terminated by either You or Company as set forth under Clause 7. If You want to terminate Your use of the Services with Company, You may do so by (i) not accessing the Platform; or (ii) closing Your accounts for all of the services that You use, where Company has made this option available to You.