

# Cancellation and Refunds

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3. The domain name '[www.medmora.com](http://www.medmora.com)' and mobile application 'Medmora'; (hereinafter referred to as the "**Website**") is owned by Amweta Healthtech Private Limited, a company incorporated under the Companies Act, 2013 with its registered office at 108 A Wing Landmark Business Hub, Tokarkhada, Silvassa, Dadra and Nagar Haveli 396230, hereinafter referred to as the "**Company**".

#### ***Payments***

1. Payments for all Services shall be made directly to the Company through the Website.
2. While availing any of the payment method/s available on the Website, the Company will not be responsible for or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to the User due to:
  - (a) lack of authorization for any transaction, or
  - (b) any payment issues arising out of the transaction, or
  - (c) decline of transaction for any other reason whatsoever.
3. All payments made on the Website by the User shall be compulsorily in Indian Rupees acceptable in the Republic of India. Website will not facilitate transaction with respect to any other form of currency with respect to the purchases made on the Website.

4. Transactions, transaction price and all commercial terms such as delivery, dispatch of products and/or services are as per principal to principal bipartite contractual obligations between User and TP Service Provider and the payment facility is merely used by the User to facilitate the completion of the transaction. Use of the payment facility shall not render the Company liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of services or fraud as regards the Services listed on the Website.
5. The Users have specifically authorized the Company and its service providers to collect, process, facilitate and remit payments and / or the transaction price electronically or through cash on delivery to the Users in respect of transactions through payment facility. User's relationship with the Company is on a principal to principal basis and by accepting these Terms of Use, the User agrees that the Company is an independent contractor for all purposes, and does not have control of or cannot bear liability for the Services that are listed on the Website that are paid for by using the payment facility.
6. The User understands, accepts and agrees that the payment facility provided by the Company is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, receiving payment through cash on delivery, collection and remittance facility for the transactions on the Website using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, the Company is neither acting as a trustee nor acting in a fiduciary capacity with respect to the transaction.
7. The User understands that the payment facility may not be available in full or in part for certain category of products and/or services and/or transactions as mentioned in the policies and hence the User may not be entitled to a refund in respect of the transactions for those products and /or services.
8. Pricing on any Services reflected on the Website may due to some technical issue, typographical error be incorrectly reflected and in such an event the TP Service Provider may cancel the order, unless requested otherwise by the User.
9. The Company reserves the right to impose limits on the number of transactions or transaction price which the Company may receive from on an individual valid credit/debit/ cash card / valid bank account/ and such other infrastructure or

any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by an User during any time period, and reserves the right to refuse to process transactions exceeding such limit.

10. The Company reserves the right to refuse to process transactions by Users with a prior history of questionable charges including without limitation breach of any agreements by User with the Company or breach/violation of any law or any charges imposed by issuing bank or breach of any policy.
11. The Company may do such checks as it deems fit before approving the receipt of/Users commitment to pay (for cash on delivery transactions) transaction price from the User for security or other reasons at the discretion of the Company. As a result of such check if the Company is not satisfied with the creditability of the User or genuineness of the transaction / transaction price, it will have the right to reject the receipt of / User's commitment to pay transaction Price.
12. The Company may delay notifying the payment confirmation if the Company deems suspicious or for Users conducting high transaction volumes to ensure safety of the transaction and transaction price. In addition, the Company may hold transaction price, or the Company may remit transaction price to law enforcement officials (instead of refunding the same to User) at the request of law enforcement officials or in the event the User is engaged in any form of illegal activity.
13. The User agrees and acknowledges that the Company will not be liable for any damages, interests or claims, losses resulting from or suffered on account of not processing a transaction/transaction price or any delay in processing a transaction/transaction price which is beyond control of the Company.

#### ***Returns and Refunds***

14. User shall be required to open and inspect products at the time of delivery of such products. In case there are any problems or defects with the products delivered, the User shall not accept delivery of such products and shall notify the delivery personnel of such defective products.

15. User's act of accepting delivery of products will constitute as User's acceptance of the products and such products shall not be eligible for return.
16. In the event wherein the User has accepted delivery of the products and still wishes to return the products, such User may write to [support@medmora.com](mailto:support@medmora.com) within 24 hours of accepting delivery of the products and provide the Company with relevant facts and details due to which the User wishes to return the products. The Company will endeavour to process the User's request, however, the Company does not guarantee that it will be able to process any returns after the User has accepted delivery of the products.
17. Returns post acceptance of delivery by the User are subject to the Company's decision and the following:
  - (a) Product details such as batch number should be the same as mentioned on the invoice or as per the records maintained by the Pharmacy;
  - (b) Products should be unopened and in their original packaging;
  - (c) Product should not be a non-returnable product as indicated on the Website or as intimated by the Company from time to time;
  - (d) Products for infant care and sexual wellness are not eligible for returns;
  - (e) Healthcare devices such as glucometer lancets, strips, healthcare kits are not eligible for returns; and
  - (f) Temperature controlled and speciality medicines are not eligible for returns.
18. In cases where returns are accepted and approved by the Company, the Company will endeavour to provide replacement products subject to availability of such products with the Pharmacy. In cases, where the Company is unable to provide a replacement product, the Company will refund the amount paid for the returned product.
19. In case of medical tests availed by the User from a Diagnostic Labs, refunds will be processed by the Company only if the User conclusively establishes to the Company's satisfaction that the test report provided by the Diagnostic Labs was grossly erroneous or that the Diagnostic Lab was grossly negligent in providing its services.

20. In case of consultancy services availed by the User from a Medical Expert, refunds will be processed by the Company in the following scenarios:
- (a) If the consultation with the Medical Expert does not take place on the designated time and place due to the unavailability of the Medical Expert and the User does not wish to reschedule the consultation appointment;
  - (b) If the consultation is cancelled by the Medical Expert and the User does not wish to proceed with the consultation with an alternate Medical Expert; and
  - (c) If a paused consultation is not completed within 3 days of the original consultation appointment due to unavailability of the Medical Expert.
21. In case of care at home facilities, refunds will be processed by the Company in the following scenario:
- (a) If the services are cancelled by the User atleast 24 hours prior to the booked appointment;
  - (b) In the event, wherein an User chooses to terminate care at home services after the services have commenced but before the completion of such services, the User will be charged on a pro-rated basis as per the services already availed by the User;
  - (c) If the appointment is cancelled by the Health Assistant or the Company and the User does not accept the alternate Health Assistant provided to him;
  - (d) If the Health Assistant sent by the Company to provide the services is not the Health Assistant confirmed and accepted by the User, and the User does not accept services from the alternate Health Assistant provided by the Company.
22. Refund shall be made through payment facility using NEFT / RTGS. Refund shall be conditional and shall be with recourse available to the Company in case of any misuse by the User.
23. If an order is cancelled by the Company after the User has made the payment, then the entire sum of money shall be refunded to the User within 7-10 business days via the original payment method the User used to make the payment.

- 24.** The Company's decision on the eligibility of returns and refunds shall be final and binding on the Users.