

TERMS OF USE

1. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable 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.
2. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of 'www.medmora.com' website and mobile application 'Medmora'.
3. The domain name '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**".
4. For the purpose of these Terms of Use, wherever the context so requires, the term:
 - (a) "**User**" means any Person who accesses the Website or avails any Service through the Website;
 - (b) "**TP Service Provider**" means any Pharmacy, Diagnostic Lab, Medical Expert or Health Assistant who offers products or services for sale to the Users through the Website;
 - (c) "**Pharmacy**" means any Person who is registered as a pharmacy on the Website and sells medicines and other pharmaceutical products, nutraceutical products including over the counter and wellness products to the User through the Website;
 - (d) "**Diagnostic Lab**" means any Person who is registered as a diagnostic lab on the Website and offers diagnostic and pathological testing services to Users through the Website;

- (e) **“Medical Expert”** means a Doctor or Veterinarian who has registered as a Medical Expert on the Website and provides medical consultancy services through the Website;
 - (f) **“Health Assistant”** means any independent caregiver providing care at home services to Users through the Website;
 - (g) **“Person”** means any natural person, proprietorship, trust, firm, company, governmental authority, joint venture, association, limited liability partnership, partnership firm, society or other entity (whether or not having separate legal personality).
5. Certain terms may be defined in this Terms of Use and wherever such terms are used in this Terms of Use, they shall have the meaning so assigned to them.
 6. For the purpose of these Terms of Use words importing the singular include the plural and vice versa, pronouns importing a gender include each of the masculine, feminine and neuter genders, and where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
 7. Throughout this Terms of Use, Company’s prior written consent means a communication coming from Company’s legal department, specifically in response to the User’s request, and specifically addressing the activity or conduct for which the User seeks authorization.
 8. User’s use of the Website and services and tools are governed by the terms and conditions set out in this document (**“Terms of Use”**) as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If the User transacts on the Website, the User will be subject to the aforesaid policies that are applicable to the Website for such transaction. By mere use of the Website, the User shall be contracting with the Company and these terms and conditions including the policies will constitute the User’s binding obligations with the Company.
 9. By using this Website or any facility or service provided by this Website in any way or merely by browsing the Website, the User agrees that he has read, understood and agreed to be bound, including without limitation, by these Terms of Use, the Privacy Policy and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable laws in India for the purposes of accessing, browsing or transacting on the Website, or availing any of the Services, and such rules, guidelines,

policies, terms and conditions shall be deemed to be incorporated into, and considered as an integral part of these Terms of Use.

10. Users are advised to read the Terms of Use carefully before proceeding. By impliedly or expressly accepting these Terms of Use, the User also agrees and undertakes to be bound by all policies prescribed by the Company from time to time (including but not limited to the Privacy Policy available at [\[insert link to Privacy Policy\]](#) as amended from time to time.).
11. The Company reserves the right to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to the User. It is the User's sole responsibility to review these Terms of Use periodically for updates or changes. The User's continued use of the Website following the posting of changes shall be deemed to mean that the User accepts and agrees to the revisions.
12. As long as the User complies with these Terms of Use, the Company grants the User a personal, non-exclusive, non-transferable, limited privilege to access and use the Website.

THESE TERMS OF USE ARE DIVIDED INTO 8 PARTS:	
PART 1: ROLE OF THE COMPANY	PART 5: FIND A DOCTOR
PART 2: USER OBLIGATIONS	PART 6: CARE AT HOME
PART 3: ORDER MEDICINES	PART 7: MEDIFILES
PART 4: BOOK LAB TEST	PART 8: GENERAL TERMS

PART 1: ROLE OF THE COMPANY

1. The Website is a platform that mainly acts as an intermediary between Users and TP Service Providers, in order to enable Users to obtain the following services from TP Service Providers:
 - (a) online purchase of medicines and other pharmaceutical products, nutraceutical products including over the counter and wellness products sold by various third party Pharmacy;

- (b) diagnostic and pathological testing services being offered by various third party Diagnostic Labs;
- (c) medical consultancy services from third party independent Medical Experts;
- (d) care at home facilities from third party independent Health Assistants;

the services mentioned above are collectively referred to as the “**Services**”.

2. The Website is a platform that can be utilized by Users to reach a large base of service providers to obtain the Services as per their convenience.
3. The Website also provides some tools and utilities to help Users organise their medications and medical records. Such tools and utilities are provided for the User’s convenience and without any representations or warranties from the Company.
4. The role of the Company is limited to providing access to the Website, over which information is made available by TP Service Providers. The Company does not initiate the transmission of such information neither does it select the receiver or modify the information contained in such information.
5. The Company is only an intermediary and is not a party to any transaction between the User and any TP Service Providers. The contract for any of Services shall be a strictly bipartite contract between the User and the TP Service Provider.
6. The Company does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by any TP Service Provider through the Website.
7. Reliance on any information provided on the Website is solely at User’s own risk.
8. All the TP Service Providers provide the Services independently without any involvement, supervision or intervention by the Company in any manner whatsoever. The Company is not responsible for delayed performance, non-performance or breach of contract entered into between Users and the TP Service Providers.
9. The Company does not undertake any liability or responsibility for any acts or omissions of any TP Service Provider.

10. The Company conducts background, experience and qualification verification of TP Service Providers registered on the Website, however, the Company does not endorse or guarantee the skill of any TP Service Provider.
11. The User agrees and undertakes that he shall not take any action against the Company for any acts or omission of the TP Service Providers.
12. The User agrees and acknowledges that nothing on the Website constitutes, or is meant to constitute, advice of any kind.
13. In no event shall the Company be liable for any special, incidental, indirect or consequential damages of any kind in connection with the User's use of the Website and Services, even if the User has been informed in advance of the possibility of such damages.
14. Subject to the above and notwithstanding anything to the contrary contained in this Terms of Use, the maximum aggregate liability (whether in contract, tort (including negligence) or equity) of the Company vis-à-vis any User, regardless of the form of claim, will be INR 1,000.
15. The foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any limited remedy herein.

PART 2: USER OBLIGATIONS

1. Use of the Website is available only to persons who can enter legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents, person of unsound mind are not eligible to use the Website. Any person under the age of 18 shall not transact on or use the Website. If a minor wishes to use or transact on the Website, such use or transaction may be made by minor's legal guardian or parents on the Website. The Company reserves the right to terminate any person's membership and/or refuse to provide such person with access to the Website if it is brought to the Company's notice or if it is discovered that such person is not eligible to use the Website.

2. If the User uses the Website, he shall be responsible for maintaining the confidentiality of User's display name and password and the User shall be responsible for all activities that occur under his display name.
3. User agrees, undertakes and confirms that he shall not host, display, upload, modify, publish, transmit, update or share any information that:
 - (a) belongs to another Person and to which User does not have any right to;
 - (b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

is unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
 - (c) is misleading in any way;
 - (d) harasses or advocates harassment of another person;
 - (e) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";
 - (f) infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
 - (g) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - (h) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

- (i) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (j) provides instructional information about illegal activities such as making or buying illegal weapons or any other objects, violating someone's privacy, or providing or creating computer viruses;
- (k) contains video, photographs, or images of another person (with a minor or an adult);
- (l) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- (m) engages in commercial activities and/or sales without the Company's prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website;
- (n) interferes with another User's use and enjoyment of the Website;
- (o) refers to any website or URL that, in the Company's sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
- (p) harm minors in any way;
- (q) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or fraudulent or involves the sale of counterfeit or stolen products;
- (r) violates any law for the time being in force;
- (s) deceives or misleads the addressee/ Users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (t) impersonates another person;

- (u) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
 - (v) threatens the unity, integrity, defence, security or sovereignty of India, India's friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
 - (w) directly or indirectly, offers, attempts to offer, trades or attempts to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
 - (x) creates any liability for the Company or causes the Company to lose (in whole or in part) the services of its internet service provider ("ISPs") or other suppliers.
4. Any post uploaded by a User shall be subject to review by the Company. The Company may choose to not upload certain posts if the Company deems that the post or any part of such post violates this Terms of Use or any other policy of the Company.
 5. User shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. The Company reserves its right to bar any such activity.
 6. User shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
 7. User shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the

Website or any network connected to the Website. User may not reverse look-up, trace or seek to trace any information on any other User or visitor to Website, or any other User, including any account on the Website not owned by the User, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the Website.

8. User shall not make any negative, denigrating or defamatory statements or comments about the Website or the Company or any other brand name or domain name used by the Company, or otherwise engage in any conduct or action that might tarnish the image or reputation, of the Company or otherwise tarnish or dilute any of the Company's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by the Company. User agrees that he will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or the Company's systems or networks, or any systems or networks connected to the Company.
9. User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
10. User will not forge headers or otherwise manipulate identifiers in order to disguise the origin or transmittal of any message the User sends to the Company on or through the Website or any service offered on or through the Website. User may not pretend that he is, or that he represent, someone else, or impersonate any other individual or entity.
11. User will not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.
12. User shall at all times ensure full compliance with the provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or other such regulations in force) and international laws, foreign exchange laws, statutes, ordinances and regulations regarding the User's use of the Website. The User shall not engage in any transaction

in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

13. Solely to enable the Company to use the information supplied to it by the User, so that the Company is not in violation of any rights the User may have in his information, User grants the Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights User has in his information, in any media now known or not currently known, with respect to User information. The Company will only use User information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.
14. The User shall not use any information obtained from the Website in order to harass, abuse, or harm another Person, or in order to contact, advertise to, solicit, to another Person other than the Company.
15. The User understands that the Company has the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or summons. In addition, the Company can (and the User hereby expressly authorizes the Company to) disclose any information about the User to law enforcement or other government officials in accordance to law and including but not limited to the Information Technology (Procedure and Safeguards for Interception, Monitoring and Decryption of Information) Rules, 2009, the Information Technology (Procedure for Safeguards for Blocking for Access of Information by Public) Rules, 2009, the Information Technology (Procedure and Safeguard for Monitoring and Collecting Traffic Data or Information) Rules, 2009, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, or any other law as the Company, in its sole discretion, believes is necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.
16. The User acknowledges that the Company is required to report cyber security incidents related information with appropriate authority and relevant data in connection therewith, which report may include data of the Users and their activities on the Website.

17. It is possible that other Users (including unauthorized users or “hackers”) may post or transmit offensive or obscene materials on the Website and that the User may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about the User due to his use of the Website, and that the recipient may use such information to harass or injure the User. The Company does not approve of such unauthorized uses, but by using the Website the User acknowledges and agrees that the Company is not responsible for the use of any personal information that the User publicly discloses or shares with others on the Website. Users are advised to carefully select the type of information that they publicly disclose or share with others on the Website.
18. The Company shall have all the right to take necessary action and claim damages that may occur due to User’s involvement/participation in any way on his own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

PART 3: ORDER MEDICINES

1. The Website is a platform which enables the Users to purchase medicines and other pharmaceutical products, nutraceutical products including over the counter and wellness products from third-party Pharmacies.
2. In order to purchase medicines and pharmaceutical products that require a valid prescription, Users are required to upload a scanned copy of the valid prescription on the Website or e-mail the prescription to support@medmora.com.
3. The Pharmacy will verify the prescription shared by the User and in case of any discrepancy observed by the Pharmacy, the order may be cancelled by the Pharmacy. The Pharmacy will dispense only those quantities as are specified in the prescription.
4. The Pharmacy may request additional information or documents from the User in order to dispense the ordered products, if the User fails or refuses to provide such information or documents, the Pharmacy will be entitled to cancel the order.
5. Users are required to make the original prescription available at the time of receipt of delivery of the order.
6. Order for an alternate prescription medicine would only be processed if:

- (a) a registered medical practitioner has permitted in writing such alternate medicine;
 - (b) or if the prescription lists the active pharma ingredient/salt names instead of a specific brand name, in which case also, dispensation of such medicine shall be certified and approved by a registered medical practitioner, and
 - (c) User has provided his consent in respect of such substitution of the prescribed medicine.
7. The authenticity, accuracy or genuineness of the products made available by the Pharmacy through the Website is the sole responsibility of the Pharmacy. The Company shall have no liability with respect to the products purchased by the User from the Pharmacy.
 8. All items offered for sale on the Website, and content (including product descriptions, images and the like) made available by the Pharmacies, are third party content and describe third-party products and services.
 9. The Company shall at its sole discretion and as per applicable law maintain a record of all the prescriptions uploaded by the Users.
 10. The listing of medicines and other pharmaceutical products on the Website by the Pharmacies is merely an 'invitation to an offer for sale' and not an 'offer for sale'. User's act of placing an order shall constitute an offer by the User to enter into an agreement with the Pharmacy.
 11. Upon acceptance of the offer by a Pharmacy, the ordered products would be dispensed by the Pharmacy in accordance with applicable laws. The property and title in the order products shall stand immediately transferred to the User upon the dispensation of the ordered products and the raising of the invoice at the concerned Pharmacy. The sale of ordered products is concluded at the concerned Pharmacy. The invoice in relation to the ordered products, that are required to be delivered to the User will be issued by the concerned Pharmacy.
 12. The ordered products will be delivered by the concerned Pharmacy to the User as per the User's instructions. The Company does not control delivery of the products and is not be liable for any delay or failure of delivery.

PART 4: BOOK LAB TEST

1. The Website is a platform which enables the Users to obtain diagnostic and pathological testing services from third-party Diagnostic Labs.
2. The User can select the Diagnostic Labs listed on the Website and select tests and preferred time slots listed on the Website by the Diagnostic Labs. Upon selection of the Diagnostic Lab, testing services and preferred time slots by the User, such request is conveyed to the Diagnostic Lab and upon receiving a confirmation from the Diagnostic Lab the User's order is confirmed and accepted.
3. The Diagnostic Labs are solely responsible for providing the testing services, including allied services such as sample collection, conducting tests, generating reports in relation to the testing services sought by the User through the Website. The Diagnostic Labs are solely responsible for the accuracy, correctness and completeness of the test reports.
4. Information on the Website in relation to the availability of testing services, time slots for sample collection or testing services is provided by the Diagnostic Labs and such Diagnostic Labs are solely responsible to perform the testing services as per the time slots selected by the User.

PART 5: FIND A DOCTOR

1. The Website is a platform which enables the Users to obtain consultancy services from independent third party Medical Experts.
2. The User is required to select the mode in which he wishes to obtain consultancy services, which can be in-clinic consultation, audio, video or chat consultation.
3. The Medical Experts listed on the Website are independent contractors and the Company has an independent contractor relationship with such Medical Experts and therefore in no event will the Company be directly or vicariously liable for any advice or medical consultancy or any loss arising therefrom that the Medical Experts may provide to the User.
4. The opinions, statements, answers and advice provided by the Medical Experts are solely the individual and independent opinions and statements of such Medical Experts and do not reflect or constitute the opinion of the Company.

5. User's reliance on any Medical Expert is solely the User's responsibility and at the User's sole discretion. The Company assumes no responsibility or liability in relation to the User's consultation with any Medical Expert.
6. User agrees and acknowledges that the Medical Experts are not related or affiliated with the Company but merely provide their services to Users according to the User's requirement.
7. The consultation provided through the Website are provided on 'as is' or 'as available' basis for guidance purposes only, without any warranties, representations, and conditions.
8. The exchanges between the Medical Experts and the User may occur via any mode including a chat window, telephonically or via SMS or email, and such records may be stored and accessed by the Company for regulatory, quality control and support related purposes and are dealt with in accordance with the terms of the Privacy Policy.
9. The services offered by the Medical Experts are not for use in medical emergencies or for critical health situations requiring prompt medical attention. The services offered by the Medical Experts are not intended to be real-time and may not be the best solution when a face-to-face consultation is required.
10. The inclusion of any Medical Experts on the Website does not imply recommendation or endorsement of such Medical Experts by the Company. The Website is not a tool for verifying the credentials, qualifications, or abilities of any Medical Experts.
11. Some of the content, text, data, graphics, images, information, suggestions, guidance, and other material that may be available on the Website may be provided by individuals in the medical profession. The provision of such information does not create a licensed medical professional-patient relationship, between the Company and the User and does not constitute an opinion, medical advice, or diagnosis or treatment of any particular condition, but is only provided to assist you with locating appropriate medical care from a qualified medical practitioner.
12. The User agrees and acknowledges that, in case of online consultation, the Medical Experts will not be examining the User physically and may not have access to all or some of the User's medical history that might be critical to provide accurate and complete advise, diagnoses or consultation. The Medical Expert will not have access to information that would be obtained by examining the User in person, observing the User's physical condition and by going through the User's medical records. Accordingly,

the services provided are different from the diagnostic and treatment services decided by a physician. Therefore, the Medical Experts may not be aware of facts or information that would affect his opinion of the User's diagnosis. To reduce the risk of this limitation, the Company encourages the User to be in touch with an on-ground physician and share and verify the Medical Expert's opinion with such on-ground physician.

13. The User agrees and acknowledges that, by requesting a medical opinion through online consultation, the advice, information or diagnoses may be incomplete or inaccurate, the Medical Expert is relying solely on the information provided by the User, and accordingly any inaccuracy in the information provided by the User will render the opinion of the Medical Expert as *void ab initio*.

PART 6: CARE AT HOME

1. The Website is a platform which enables Users to obtain care at home services from independent third party Health Assistants.
2. The User can select the care at home services listed on the Website, based on the User's selection, the Company will assign a Health Assistant to provide the care at home services.
3. The Company will notify the User about the assigned Health Assistant and upon receiving a confirmation and acceptance from the User of the Health Assistant, the order will be confirmed.
4. In the event wherein the User does not accept the assigned Health Assistant, the Company will endeavour to provide an alternate Health Assistant depending on availability, however, the Company does not guarantee that an alternate Health Assistant will be available, and in such cases the order will be cancelled, unless requested otherwise by the User.
5. The User agrees and undertakes that all care at home services sought are in accordance with the advice of a medical practitioner.
6. The User agrees and acknowledges that similar to any health services, the care at home service offered by the Health Assistants has a risk of failure or adverse effects resulting in possible injury or permanent disability.

7. The User agrees and acknowledges that the care at home services are obtained by him at his own risk and the Company shall not be liable or responsible for any outcome arising from the care at home services.
8. The Company does not guarantee that the same Health Assistant will be assigned on all days of providing the care at home services.
9. The User shall provide a safe environment for Health Assistants to provide the care at home services. The Health Assistants shall be treated with respect and care.
10. The Company reserves the right to terminate the care at home services, in the event any complaints of ill-treatment are received from Health Assistants.
11. The scope of care at home services shall be limited to the services selected by the User or as mutually agreed between the User and the Company in writing.

PART 7: MEDIFILES

1. The Website provides a personal health information retrieval and management service that allows Users to consolidate certain health information (“**Health Information**”) through the Website and share information with others (including family members, doctors and other third-party providers). The service is provided to the User as an aid to assist the User in organizing and managing his health information.
2. User are required to pay a fixed subscription fee and register as a member on the Website. Once the subscription fees is paid and User profile is created, the records are digitally converted and Users can access Medifiles for scanning and uploading Health Information.
3. Users can share his Health Information with any family member, friend or third party by specifically authorising such Person through the Website to access his Health Information.
4. Health Information shall be stored by the Company till the User pays requisite subscription fees. Once the member discontinues the service, the data shall be stored only for 30 days from the date of discontinuation and will be thereafter be deleted permanently.

5. Any personal data (for example, User's name, address, telephone number or e-mail address) that the User provides through the Website will be treated by the Company in accordance with the Privacy Policy.

6. The Company undertakes all measures to safeguard the Health Information provided by the User, however, like all internet resources, the Website is susceptible to risks including downtime, hacking, security breaches. The Users are advised to maintain alternate copies of their Health Information and not rely solely on the Website for access and retrieval of their Health Information.

PART 8: GENERAL TERMS

Content on Website

1. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork in relation to third parties (“**Content**”), is a third party user generated Content and the Company has no control over such third party user generated Content.
2. Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the Company’s express prior written consent.
3. The User may use information on the products and services made available on the Website, provided that the User:
 - (a) does not remove any proprietary notice language in all copies of such documents;
 - (b) does not make modifications to any such information;
 - (c) does not make any additional representations or warranties relating to such documents;
 - (d) the User uses such information only for his personal, non-commercial informational purpose and does not copy or post such information on any networked computer or broadcast it in any media.

Software

4. This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to the User through this Website are provided on “as is” and “as available” basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, the Company does not represent or warrant that:

- (a) this Website will be constantly available, or available at all; or
 - (b) the information on this Website is complete, true, accurate or non - misleading.
5. The Company will not be liable to the User in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. The Company does not warrant that the Website; information, Content, materials, product (including software) or services included on or otherwise made available to the User through the Website; their servers; or electronic communication sent from the Company are free of viruses or other harmful components.

Consent to be contacted

6. The User will be required to enter a valid phone number while placing an order on the Website. By sharing his phone number, User consents to be contacted by the Company or the relevant TP Service Provider via phone calls and text messages for promotions, discounts or other service or delivery related issues.

Payments

7. Payments for all Services shall be made directly to the Company through the Website.
8. 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.
9. 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.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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.
19. 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

20. 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.
21. 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.
22. 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 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. The Company's decision on the eligibility of returns and refunds shall be final and binding on the Users.

Indemnity

31. The User shall indemnify and hold harmless the Company, its, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and

employees, from any claim or demand, or actions including attorneys' fees, made by any third party or penalty imposed due to or arising out of the User's use of the Website or Services, or breach of this Terms of Use, Privacy policy and other policies, or the User's violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

Intellectual Property

32. This site is controlled and operated by the Company and Services are offered by respective TP Service Providers. All material on this site, including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on the Website is solely for the User's personal, non-commercial use. The User must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and also, the User must not assist any other Person to do so. Without the prior written consent of the owner, modification of the materials, use of the materials on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which the User may receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.
33. The Company respects the intellectual property of others. In case any Person feels that his Trademark has been infringed, he can write to the Company at support@medmora.com.

Governing Law and Dispute Resolution

34. Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India.
35. Unless otherwise specified, the material on the Website is presented solely for the purpose of sale in India. The Company makes no representation that materials in the Website are appropriate or available for use in other locations/countries other than India. Those who choose to access this site from other locations/countries other than India do so on their own initiative and the Company is not responsible for supply of products/refund for the products ordered from other locations/countries other than India, compliance with local laws, if and to the extent local laws are applicable.

36. These Terms of Use shall be construed and governed by the laws of India and the courts at Silvassa shall have jurisdiction over all disputes arising out these Terms of Use.
37. Any dispute or disagreement arising out of these Terms of Use including but not limited to issues relating to the rights and liabilities of both the Users or the Company, interpretation of these Terms of Use, and all such other issues arising out of these Terms of Use shall be referred to a sole arbitrator mutually appointed by the Company and the disputing User.
38. In the event, wherein the disputing parties are unable to decide on a sole arbitrator within 5 days of a party recommending an arbitrator, each disputing party will appoint one arbitrator and the two appointed arbitrators will appoint a third arbitrator.
39. The arbitration proceedings will be governed by the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Silvassa, India and conducted in English.
40. The Agreement will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction.

Severability

41. If, for any reason, a court of competent jurisdiction finds any provision of these Terms of Use, 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 of Use shall continue in full force and effect.

Waiver

42. Any failure by Company to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by Company of that provision or right

Contact Us

43. Please send any questions or comments regarding this Website to support@medmora.com.

Grievance officer

44. In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

Name: Mr. Amrit Singh

Address: 108-A Wing 1st floor, Landmark Business Hub, Tokarkhada, Silvassa

E-mail: amrit@medmora.com