



# TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BY ACCESSING OR USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE WEBSITE.

## 1. What is MedPik Plus

- 1.1. The domain name [www.MedPik Plus.com](http://www.MedPik Plus.com), an internet based portal, and MedPik Plus, a mobile application, is owned and operated by Racketail Solutions and Technologies Private Limited, a company duly incorporated under the provisions of the Companies Act, 2013 (hereinafter, referred to as “**MedPik Plus**” or “**We**” or “**Our**” or “**Us**” or “**Company**”). The domain name and the mobile applications are collectively referred to as “**Website**”.
- 1.2. Your access or use of the Website, transaction on the Website and use of Services hosted or managed remotely through the Website, are governed by the following terms and conditions (“referred to as **Terms of Use**”), including the applicable policies which are incorporated herein by way of reference. These Terms of Use constitute a legal and binding contract between you, the User on one part and MedPik Plus on the other Part.
- 1.3. By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify your agreement to be bound by the Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by MedPik Plus’s policies, including its Privacy Policy, and such other rules, guidelines, policies, terms and conditions as are applicable 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 part and parcel of this Terms of Use. However, if you navigate away from the Website to a third party site, you may be subject to alternative terms and conditions of use, as may be specified on such site. In such event, the terms and conditions of use applicable to that site will govern your use of that site.
- 1.4. The Website is a platform that facilitates the purchase of pharmaceutical products sold by various relevant pharmacies or medical practitioner or health care provider (whether an individual professional or an organization) or similar institution wishing



to be listed, or already listed, on the Website, including designated, authorized associates of such practitioners or institutions (hereinafter referred to as “**Services**”, with the relevant pharmacies or practitioners referred to as “**Sellers**” “**Practitioner**”). Further the Website also serves as an information platform. The arrangement between the Sellers and MedPik Plus shall be governed in accordance with this Terms of Use. The Services would be made available to such natural persons who have agreed to become buyers on the Website after obtaining due registration, in accordance with the procedure as determined by MedPik Plus, from time to time (referred to as “**You**” or “**Your**” or “**Yourself**” or “**User**”, which terms shall also include natural persons who are accessing the Website merely as visitors). The Services are offered to the Users through various modes which shall include issue of discount coupons and vouchers that can be redeemed for various goods/ services offered for sale by the Sellers. To facilitate the relation between Sellers and the Users through the Website, MedPik Plus shall send to the Users (promotional content including but not limited to e-mailers, notifications and messages)..

- 1.5. You agree and acknowledge that the Website is a platform that Users and Sellers utilize to meet and interact with another for their transactions. MedPik Plus is not and cannot be a party to or save as except as may be provided in this document control in any manner, any transaction between the Users and Sellers.
- 1.6. The Company reserves the right to change or modify these Terms of Use or any policy or guideline of the Website including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions on the Website, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the Website will confirm your acceptance of such changes or modifications; therefore, you should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to your use of the Website.
- 1.7. This Terms of Use is published in compliance of, and is governed by the provisions of Indian law, including but limited to:
  - 1.7.1. the Indian Contract Act, 1872 (“**Contract Act**”);
  - 1.7.2. the (Indian) Information Technology Act, 2000 and the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011, and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011;



- 1.7.3. the Drugs and Cosmetic Act, 1940 (“**Drugs Act**”), read with the Drugs and Cosmetics Rules, 1945 (“**Drugs Rules**”);
  - 1.7.4. the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954; and
  - 1.7.5. The Consumer Protection Act, 1986.
- 1.8. MedPik Plus authorizes the User to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, ordering, receiving, delivering and communicating only as per the Terms of Use. The contents on the Website information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains third party seller content (“**Seller Content**”) as well as in-house content provided by of MedPik Plus (“**MedPik Plus Content**”) (collectively, “**Content**”). The MedPik Plus Content is the property of MedPik Plus and is protected under copyright, trademark and other laws. User shall not modify the MedPik Plus Content or reproduce, display, publicly perform, distribute, or otherwise use the MedPik Plus Content in any way for any public or commercial purpose or for personal gain.
- 1.9. Compliance with the Terms of Use would entitle the User to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Website.
- 1.10. These Terms of Use constitute an electronic record in terms of the Information Technology Act, 2000 and rules framed there under, as applicable and amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

## **2. Eligibility**

- 2.1. For the purposes of transacting with Sellers through the Website, the Users are required to obtain registration, in accordance with the procedure established by MedPik Plus in this regard. As part of the registration process, MedPik Plus may collect the following personal information from the Users:
- 2.1.1. Name;
  - 2.1.2. User ID;
  - 2.1.3. Email address
  - 2.1.4. Address (including country and ZIP/ postal code);
  - 2.1.5. Gender;
  - 2.1.6. Age;
  - 2.1.7. Phone number;
  - 2.1.8. Password chosen by the User;



- 2.1.9. Valid financial account information; and
- 2.1.10. Other details as the User may volunteer.
- 2.2. The registration on or use/ access of the Website is only available to natural persons, other than those who are 'incompetent to contract' under the Contract Act. That is, persons including minors, un-discharged insolvents etc. are not eligible to register on, or use/ access the Website.
- 2.3. By registering, accessing or using the Website, you accept the terms of this Terms of Use and represent and warrant to MedPik Plus that you are 'competent to contract' under the Contract Act and have the right, authority and capacity to use the Website and agree to and abide by its Terms of Use.
- 2.4. A registered id can only be utilized by the person whose details have been provided and MedPik Plus does not permit multiple persons to share a single log in/ registration id. However, a registered user, being also a parent or legal guardian of a person 'incompetent to contract' such as minors or persons with unsound mind, would be permitted to access and use the Website for the purposes of purchasing drugs or other pharmaceutical products or practitioner's services, on behalf of such persons.
- 2.5. You agree and acknowledge that You would (a) create only one account; (b) provide accurate, truthful, current and complete information when creating Your account and in all their dealings through the Website; (c) maintain and promptly update Your account information; (d) maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer; (e) promptly notify MedPik Plus if You discover or otherwise suspect any security breaches relating to the Website; and (f) take responsibility for all activities that occur under Your account and accept all risk of unauthorized access.

### **3. Privacy Policy**

- 3.1. MedPik Plus has duly formulated a policy on how the Company collects, uses and discloses personally identifiable information from its users ("[Privacy Policy](#)").

**The Privacy Policy forms an integral part of these Terms of Use and the Users are requested to carefully read the same.**



#### 4. Services and Use of Website

##### Platform to facilitate transaction of business

- 4.1. MedPik Plus provides Services through the Website, which is a platform that facilitates the purchase of drugs or other pharmaceutical products, and practitioner's services offered for sale by Sellers. You understand and agree that MedPik Plus and the Website merely provide hosting services to its Users and persons browsing / visiting the Website. All items offered for sale on the Website, and the content made available by the Sellers/ manufacturers of drugs or other pharmaceutical products and practitioner's service offerings ("**Manufacturers**"), are third party user generated contents. MedPik Plus has no control over such third party user generated contents 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 and genuineness of the drugs, pharmaceutical products and practitioner's services made available by the Sellers through the Website shall be sole responsibility of the Sellers/ Manufacturers. The Users understand and agree that MedPik Plus shall have no liability with respect to the authenticity of the drugs or pharmaceutical products or practitioner's services being facilitated through its Website.
- 4.2. The Users understand and agree that all commercial / contractual terms, with respect to the sale/ purchase/ delivery and consumption of the drugs and other pharmaceutical products or practitioner's services are offered by and agreed to between the Users and the Sellers and the contract for purchase of any of the drugs or other pharmaceutical products, or practitioner's services, offered for sale on the Website by the Sellers shall strictly be a bipartite contract between the Seller and the User.
- 4.3. The commercial / contractual terms include without limitation - price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to the goods and services offered for sale by the Sellers, and after sales services related to such goods and services. MedPik Plus does not have any control over, and does not determine or advise or in any way involve itself in the offering or acceptance of, such commercial / contractual terms offered by and agreed to, between Users and Sellers.
- 4.4. Against every Practitioner listed in MedPik Plus.com, you may see a 'show number' option. When you choose this option, you choose to call the number through a free



telephony service provided by MedPik Plus, and the records of such calls are recorded and stored in MedPik Plus's servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to you by MedPik Plus should be used only for appointment and booking purposes, and not for consultation on health-related issues. MedPik Plus accepts no liability if the call facility is not used in accordance with the foregoing.

#### Representation as to legal title

- 4.5. MedPik Plus does not make any representation or warranty as to legal title of the goods and services offered for sale by the individual Sellers on the Website. At no time shall any right, title, claim or interest in the products sold through or displayed on the Website vest with MedPik Plus nor shall Racketail have any obligations or liabilities in respect of any transactions on the website. The Users agree and acknowledge that the ownership of the inventory of such goods and services shall always vest with the Sellers, who are advertising or offering them for sale on the Website and are the ultimate sellers.
- 4.6. The Users agree and acknowledge that the Seller shall be solely responsible for any claim/ liability/ damages that may arise in the event it is discovered that such Seller does not have the sole and exclusive legal ownership over the goods and services that have been offered for sale on the Website by such Seller, or did not have the absolute right, title and authority to deal in and offer for sale such goods and services on the Website.

#### Non-Performance of Contract

- 4.7. The User accepts and acknowledges the following:
  - 4.7.1. MedPik Plus is not responsible for any unsatisfactory, delayed, non-performance or breach of the contract entered into between the User and Seller for purchase and sale of goods or services offered by such Sellers on the Website;
  - 4.7.2. MedPik Plus cannot and does not guarantee that the concerned Seller will perform any transaction concluded on the Website;
  - 4.7.3. Seller is solely responsible for ensuring that the goods or services offered for sale on the Website are kept in stock for successful fulfilment of orders received. Consequently, MedPik Plus is not



responsible if the Seller does not satisfy the contract for sale of goods or services which are out of stock, back ordered or otherwise unavailable, but were shown as available on the Website at the time of placement of order by the User;

4.7.4. MedPik Plus shall not and is not required to mediate or resolve any dispute or disagreement between Users and Sellers. In particular, MedPik Plus does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Website;

4.7.5. MedPik Plus may, at its sole discretion, suspend User's ability to use or access the Website at any time while Racketail investigates any complaints or alleged violation of the Terms of Use or for any other reason. In the event, Users find any wrong information on the Website in relation to such User; they can correct it themselves or contact MedPik Plus immediately for such corrections. MedPik Plus shall have no liability or responsibility in this regard.

*Exhibition of drugs and publication of Content/ Information on the Website*

4.8. The Users agree and acknowledge that the respective Sellers are exhibiting Seller Content which includes catalogue of drugs/ pharmaceutical products or practitioner's services, and information in relation to such drugs/ pharmaceutical products or practitioner's services, on the Website.

4.9. The Seller Content available on the Website, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for general information purposes only and does not constitute either an advertisement/ promotion of any drug being offered for sale by the Sellers on the Website or any professional medical advice, diagnosis, treatment or recommendations of any kind.

4.10. MedPik Plus' s relevance algorithm for the Practitioner is a fully automated system that lists the Seller, their profile and information regarding their Practice on its Website. These listings of Practitioner do not represent any fixed objective ranking or endorsement by MedPik Plus. MedPik Plus will not be liable for any change in the relevance of the Practitioner on search results, which may take place from time to time. The listing of Practitioner will be based on automated computation of the various factors including inputs made by the Users including their comments and feedback. Such factors may change from time to time, in order to improve the



listing algorithm. MedPik Plus in no event will be held responsible for the accuracy and the relevancy of the listing order of the Practitioner on the Website.

THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM US, IS NOT INTENDED AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL ADVICE FROM A QUALIFIED HEALTHCARE PROVIDER BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE SITE. DO NOT USE THE SERVICES FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL A HEALTH CARE PROFESSIONAL. YOUR USE OF THE CONTENT IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THE SITE OR AVAILABLE THROUGH ANY SERVICES IS INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICINE, DENTISTRY, NURSING, OR OTHER PROFESSIONAL HEALTH CARE ADVICE, OR THE PROVISION OF MEDICAL CARE.

- 4.11. The Users acknowledge and agree that such Manufacturers / Sellers shall be solely responsible for ensuring that such Seller Content made available regarding the goods offered for sale on the Website, are not misleading and describe the actual condition of the product. In this connection, it is solely the responsibility of the concerned Manufacturers/ Seller to ensure that all such information is accurate in all respects and there is no exaggeration or over emphasis on the specifics of such goods or services so as to mislead the Users in any manner. The Users acknowledge and understand that MedPik Plus provides no warranty or representation with respect to the authenticity/ veracity of the information provided in the Website and the Users must run their own independent check. The Users agree and acknowledge that MedPik Plus has not played any role in the ascertainment of the actual impact/ effect of any drug being offered for sale by the Sellers on the Website. Further, it is hereby clarified that the Manufacturers/ Sellers are offering Products for sale to the Users and they are responsible for procuring the appropriate licenses for the same under the Drugs Act. The Users agree and acknowledge that it shall not hold MedPik Plus responsible or liable for any damages arising out of such reliance on third party user generated content by the User.



- 4.12. MedPik Plus allows third party and servers, ad agencies, ad technology vendors and research firms (“Advertisers”), to serve advertisements to the Users (“Advertised Content”), which may include third party banners, badges, contextual advertising and content created or provided by an Advertiser (collectively referred to as "**Advertisements**" or "**Advertising**"). The Advertised Content shall be clearly demarcated and differentiated from MedPik Plus Content. MedPik Plus may “target” some ads to User that for a certain general profile. MedPik Plus does NOT use personally identifiable information to target ads. Further, all the terms and conditions governing advertisements on the Website are governed by the [advertisement policy mentioned here](#).
- 4.13. The MedPik Plus Content is available on the Website, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for targeted at general public for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. Further, the details regarding the process of generating and reviewing the MedPik Plus Content is detailed in the [editorial policy](#).

#### *Listing Content and Disseminating Information*

- 4.14. MedPik Plus collects, directly or indirectly, and displays on the Website, relevant information regarding the profile and practice of the Practitioners listed on the Website, such as their specialization, qualification, fees, location, visiting hours, and similar details. MedPik Plus takes reasonable efforts to ensure that such information is updated at frequent intervals. Although MedPik Plus screens and vets the information and photos submitted by the Practitioners, it cannot be held liable for any inaccuracies or incompleteness represented from it, despite such reasonable efforts.
- 4.15. The Services provided by MedPik Plus or any of its licensors or service providers are provided on an "as is" and “as available” basis, and without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). MedPik Plus does not provide or make any representation, warranty or guarantee, express or implied about the Website or the Services. MedPik Plus does not guarantee the accuracy or completeness of any content or information provided by Users on the Website. To the fullest extent permitted by law, MedPik Plus disclaims all liability arising out of the User’s use or reliance upon the Website, the Services,



representations and warranties made by other Users, the content or information provided by the Users on the Website, or any opinion or suggestion given or expressed by MedPik Plus or any User in relation to any User or services provided by such User.

- 4.16. If MedPik Plus determines that Practitioner have provided fraudulent, inaccurate, or incomplete information, including through feedback, MedPik Plus reserves the right to immediately suspend your access to the Website or any of your accounts with MedPik Plus and makes such declaration on the website alongside your name/your clinic's name as determined by MedPik Plus for the protection of its business and in the interests of Users. You shall be liable to indemnify MedPik Plus for any losses incurred as a result of your misrepresentations or fraudulent feedback that has adversely affected MedPik Plus or its Users.

#### *Appointment Booking and Interaction with Practitioners*

- 4.17. While MedPik Plus will try to ensure a confirmed appointment for an End-User who requested an appointment on Website, MedPik Plus does not guarantee that a User will get a confirmed appointment. Further, MedPik Plus has no liability if such appointment is confirmed but later cancelled by Practices or Practitioners, or the Practitioners are not available as per the given appointment time.
- 4.18. MedPik Plus provides value added telephonic services which connects Users directly to the Practitioners and the information exchanged between the User and the Practitioners is stored and used in accordance with the Privacy Policy. However, it is at the discretion of the User, to avail the Service. If a User has used the telephony service, MedPik Plus reserves the right to share the contact details of the User with the Practitioners contacted.
- 4.19. You understand and agree that any interactions and associated issues with other Users including but not limited to your health issues and your experiences is strictly between you and the other Users. You shall not hold MedPik Plus responsible for any such interactions and associated issues. For avoidance of doubt, MedPik Plus is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Practitioner you interact with, pursuant to any interactions on the Website. If you decide to engage with a Practitioner to provide medical services to you, you do so at your own risk. The results of any search you perform on the Website for Practitioners should not be construed as an endorsement by MedPik Plus of any such particular Practitioner. MedPik Plus shall not be responsible for any breach of service or service deficiency by any Practitioner. We cannot assure nor guarantee the ability or intent of the



Practitioner(s) to fulfil their obligations towards you. We advise you to perform your own investigation prior to selecting a Practitioner

#### 4.20. Payment and Cancellation Policy

4.20.1. In the event, the doctor with whom the appointment has been booked is not available in the Clinic/Hospital, the patient has to (a) cancel the current appointment or (b) consult another doctor with clinic's/hospital's consent. Cancellation of the appointment by the patient should be done one (1) hour prior to the time blocked for appointment. In such an event, the entire amount will be refunded to the patient with in 5-6 business days from the date of cancellation in accordance with the mode of refund proposed by the patient. In case a booking confirmation e-mail gets delayed due to technical reasons or as a result of incorrect e-mail ID provided by the user etc, an appointment would be considered as 'booked'. If the patient does not show up at the time of Appointment, MedPik Plus will refund the entire amount after approval from Clinic/Hospital with in 5-6 business days in accordance with the payment methods provided by the patient.

4.20.2. MedPik Plus shall not be liable for any refunds to the customer in the event the customer's booked slot/ time for an appointment has been delayed.

4.20.3. Any grievances and claims related to the appointment/ refund should be reported to MedPik Plus support team at [buddy@medpikplus.com](mailto:buddy@medpikplus.com) within two (2) days of appointment date with the doctor.

4.21. Without prejudice to the generality of the above, MedPik Plus will not be liable for:

4.21.1. any wrong medication or treatment quality being given by the Practitioner(s), or any medical negligence on part of the Practitioner(s);

4.21.2. any type of inconvenience suffered by the User due to a failure on the part of the Practitioner to provide agreed services or to make himself/herself available at the appointed time, no show by the Practitioner, inappropriate treatment, or similar difficulties;

4.21.3. any misconduct or inappropriate behaviour by the Practitioner or the Practitioner's staff;

4.21.4. cancellation or rescheduling of booked appointment or any variance in the fees charged;

4.21.5. any medical eventualities that might occur subsequent to using the services of a Practitioner, whom the User has selected on the basis of the information available on the Website or with whom the User has booked an appointment through the Website.



4.22. Further, MedPik Plus shall not be liable, under any event, for any comments or feedback given by any of the Users in relation to the services provided by another User. All such feedback should be made in accordance with applicable law. The option of Users to give feedback remains at MedPik Plus's sole discretion and may be modified or withdrawn at its sole discretion. MedPik Plus may moderate such feedback at any time. MedPik Plus shall not be obliged to act in any manner to give effect to the content of Users' feedback, such as suggestions for delisting of a particular Practitioner from the Website.

#### **NO DOCTOR-PATIENT RELATIONSHIP; NOT FOR EMERGENCY USE**

4.23. Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "Information") that may be available on the Website (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between MedPik Plus and you 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 practitioner.

4.24. It is hereby expressly clarified that, the Information that you obtain or receive from MedPik Plus, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Website is for informational purposes only. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Website. In no event shall we be liable to you or anyone else for any decision made or action taken by you in reliance on such information.

4.25. The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or a another person's behalf), please contact an ambulance service or hospital directly.

#### **Consulting a Registered Medical Practitioner's**

4.26. You must always consult a registered medical practitioner's, as defined under the Drugs Act ("Registered Medical Practitioner's") with any questions or concerns you may have regarding the suitability of any drug offered for sale by the Sellers on the Website, in light of your individual needs and medical conditions. Reliance on any information appearing on the Website, whether provided by MedPik Plus, its



content providers, visitors to the Website or others, is solely at Your own risk, and MedPik Plus shall not bear any liability for any loss/ injury that may arise due to Your reliance on any information published on the Website. You further acknowledge and agree that should any claim/ damage/ liability arise as a result of any reliance placed by You on any information published on the Website, the manufacturers/ Sellers from whom said content is obtained and made available on the Website shall be solely responsible for any claim/ damage/ liability arising as a result of any reliance being placed by the User on said content, and MedPik Plus shall have no liability in relation to the same.

4.27. The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by MedPik Plus for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to its Users, MedPik Plus may allow authorized third parties to place or recognize a unique cookie on the User's browser. MedPik Plus does not store personally identifiable information in the cookies.

4.28. Users must never avoid or cause any delay in obtaining medical advice from a Registered Medical Practitioner's or disregard any such medical advice duly obtained, because of any information provided on the Website. If you have or suspect that you have a medical problem or condition, please contact a Registered Medical Practitioner's immediately.

**NO REGISTERED MEDICAL PROFESSIONAL/PATIENT RELATIONSHIP IS CREATED BY USING THE CONTENT, WHETHER SUCH CONTENT IS PROVIDED BY OR THROUGH THE USE OF THE SERVICES OR THROUGH ANY OTHER COMMUNICATIONS FROM US.**

#### Prescription Drugs

4.29. The Website is a platform that can be used by the Users to purchase various drugs and pharmaceutical products that requires a valid medical prescription issued by a Registered Medical Practitioner's to be provided to a registered pharmacist for the purpose of dispensing such medicine ("**Prescription Drugs**"), offered for sale on the Website by Sellers. In order to purchase Prescription Drugs from Sellers through the Website, the Users are required to upload a scanned copy of the valid prescription on the Website or email the same to MedPik Plus. The order would not be processed



and forwarded to the concerned Sellers by MedPik Plus until it receives a copy of a valid prescription. Seller will verify the prescription forwarded by the User and in case of Seller observes any discrepancy in the Prescription uploaded by the User; Seller will cancel the order immediately. The Users are also required to make the original prescription available at the time of receipt of delivery of Prescription Drugs. The User shall allow the delivery agent to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.

MedPik Plus shall maintain a record of all the prescriptions uploaded by the User.

#### Substitution of Prescribed Drugs

4.30. The Users acknowledge and accept that the order for a substitute of a Prescription Drug would only be processed if the Registered Medical Practitioner's has himself/ herself permitted for any other equivalent generic drug to be dispensed in place of the prescribed drug in the prescription or if the prescription solely lists the salt names instead of a specific brand name.

4.31. The User further acknowledges and accepts that, in the absence of the above, the concerned pharmacist would not dispense a substitute drug in place of the prescribed drugs.

#### Invitation to offer for sale

4.32. Notwithstanding anything else contained in any other part of Terms of Use, the listing of drugs and other pharmaceutical products or services on the Website by the Sellers is merely an 'invitation to an offer for sale' and not an 'offer for sale'. The placement of an order by User shall constitute an offer by such User to enter into an agreement with the Seller ("**Offer**"). Post the Offer from the Seller, MedPik Plus shall send an email to the User with the information on the Offer along with the details of the concerned Seller(s) who may undertake the sale, and such an email shall not be considered as an acceptance of the Offer. The acceptance of the Offer would only be undertaken by the pharmacist after the validation/ verification of the prescription by such pharmacist (in case of Prescription Drugs) and the ascertainment of the available stock in the relevant pharmacy (in the case of Prescription as well as other drugs/ pharmaceutical products), by way of a confirmatory email or communication to be sent to the User.



- 4.33. For the avoidance of any doubt, it is hereby clarified that any reference of the term 'offer/ offered for sale by the Seller', as appearing in the Terms of Use, shall be construed solely as an 'invitation to offer for sale' by any such Seller.

#### Transfer of Property and Completion of Sale

- 4.34. Upon acceptance of the Offer by the concerned Seller (being the pharmacy, the drugs/ pharmaceutical products or services would be dispensed at the pharmacy, in accordance with the terms of the order placed by the User. Such dispensation shall also take place under the direct/ personal supervision of the Pharmacist, wherever required under the applicable law.
- 4.35. The User acknowledges and agrees that the property in the drugs/ pharmaceutical products or services ordered by the User shall stand immediately transferred to the User upon the dispensation of drugs (in accordance with Clause 4.34) and the raising of the invoice at the concerned pharmacy. Accordingly, the sale of drugs/ pharmaceutical products is concluded at the concerned pharmacy itself.
- 4.36. The invoice in relation to the drugs/ pharmaceutical products, and services that are required to be delivered to the User shall be issued by the concerned Seller (being the pharmacy) who is to process and satisfy the order for such drugs/ pharmaceutical products, and services.

#### Delivery of Drugs

- 4.37. The goods shall be delivered by the Seller or independent contractors. The User accepts and acknowledges that the Seller or such other transporter/ courier/ delivery personnel, engaged by the Seller or MedPik Plus, shall be independent contractors in-charge of the delivery the goods from the concerned pharmacy to the address notified by the User, with no control over the goods and no additional obligation apart from standard delivery obligations and duty of care.
- 4.38. The User further accepts and acknowledges that MedPik Plus does not engage in the distribution of the concerned drugs or other pharmaceutical products, and may provide the services of a Seller's self delivery personnel/third party transporter/ courier delivery personnel for the purposes of delivery of drugs or pharmaceutical products from the concerned pharmacy to the address notified by the User.



### Compliance of Applicable Law

- 4.39. While communicating/ transacting with Sellers through the Website, the Users shall at all times ensure full compliance with the applicable provisions of the Drugs Act read with the Drugs Rules, as well as all other laws for the time being in force, and ensure due payment of applicable taxes. They must specifically ensure that they are in no way purchasing drugs or pharmaceutical products or services or Prescription Drugs without a valid prescription, which are prohibited under the Drugs Act (read with the Drugs Rules) as well as the other applicable laws for the time being in force.
- 4.40. The Users must also ensure that the prescription uploaded on the Website or emailed to MedPik Plus for processing the order for Prescription Drugs is a valid prescription duly obtained from a registered medical practitioner. The Users acknowledge and accept that they shall bear all costs/ liability/ damages, caused to the Sellers or to MedPik Plus, as a result of any dispensation of Prescription Drugs by the Seller owing to the non-compliance by the User in this regard.

### Terms for Practitioners

- 4.41. The Practitioner shall reply to the patient after receiving patient's communication. In case of non-compliance with regard to reverting/ adhering to the applicable laws/rules/regulations/guidelines by the Practitioner, MedPik Plus has the right to show other available Practitioners to the patient or remove Practitioners from the platform/MedPik Plus application/site.
- 4.42. The Practitioner understands and agrees that, MedPik Plus shall at its sole discretion, at any time be entitled to, show other Practitioners available for consultation.
- 4.43. The Practitioner further understands that, there is a responsibility on the Practitioner to treat the patients on this model, as the Practitioner would have otherwise treated the patient on a physical one-on-one consultation model.
- 4.44. The Practitioner has the discretion to cancel any consultation at any point in time in cases where the Practitioner feels, it is beyond his/her expertise or his/her capacity to treat the patient. In such cases, patient has the option of choosing other Practitioners.
- 4.45. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation being rendered.



- 4.46. The Practitioner acknowledges that should MedPik Plus find the Practitioner to be in violation of any of the applicable laws/rules/ regulations/guidelines set out by the authorities then MedPik Plus shall be entitled to cancel the consultation with such patient or take such other legal action as may be required.
- 4.47. It is further understood by the Practitioner that the information that is disclosed by the patient at the time of consultation, shall be confidential in nature and subject to patient and Practitioner privilege.
- 4.48. The Practitioner shall ensure patient's consent is obtained prior to uploading the prescription/health records of the patient on the account of the patient during such consultation.

#### Terms for Patients

- 4.49. The User hereby grants consent to MedPik Plus to feature the queries posted by the User on the MedPik Plus Basic model and agrees that any such information provided by the User will be subject to MedPik Plus Privacy Policy.
- 4.50. MedPik Plus Consult is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the patient, to book an appointment for physical examination and in-person consultation whether the same is with the Practitioner listed hereunder or otherwise. In case of any negligence on the part of the patient in acting on the same and the condition of the patient deteriorates, MedPik Plus shall not be held liable. All the conditions prescribed in Section 4 of this Terms of Use shall apply to the Users.
- 4.51. The User understands and agrees that MedPik Plus Consult, is merely a consulting model, any interactions and associated issues with the Practitioner on MedPik Plus Consult including but not limited to the User's health issues and/or the User's experiences is strictly between the User and the Practitioner. The User shall not hold MedPik Plus responsible for any such interactions and associated issues.
- 4.52. As a User, you understand that, MedPik Plus is not a medical service provider, nor is it involved in providing any healthcare or medical advice or diagnosis, it shall hence not be responsible for any outcome from the consultation between the User and the Practitioner.
- 4.53. MedPik Plus Consult is a platform being made available to Users to assist them to obtain consultation from Practitioners and does not intend to replace the physical consultation with the Practitioner.
- 4.54. You understand that, your conversations with the Practitioner may be retained in our database, for legal and/or administrative requirements (example: to resolve



issues raised by Users either for refund or to conduct investigation in case of issues raised by Users).

- 4.55. If you decide to engage with a Practitioner to procure medical services to you, you shall do so at your own risk. MedPik Plus shall not be responsible for any breach of service or service deficiency by any Practitioner.
- 4.56. If you decide to use the payment gateway to make payments online, it is solely at your discretion. Should there be any issues with regard to the payment not reaching the respective Practitioner's account, please reach out to [buddy@medpikplus.com](mailto:buddy@medpikplus.com)
- 4.57. Cancellations/Refunds: In case of patients, where the Practitioner has acted in contravention with any guidelines/applicable laws/rules/regulations, MedPik Plus shall provide complete refund to the patient, subject to investigation undertaken by MedPik Plus. However, where the cancellation is due to the abusive nature of the patient, such patient shall not be eligible for any refund and MedPik Plus/Practitioner shall be entitled to take any legal action, depending upon the gravity of the matter.

## 5. TERMS OF USE PRACTITIONERS

The terms in this Clause 5 are applicable only to Practitioners.

### Listing Policy

- 5.1. MedPik Plus, directly and indirectly, collects information regarding the Practitioners' profiles, contact details, and practice. MedPik Plus reserves the right to take down any Practitioner's profile as well as the right to display the profile of the Practitioners, with or without notice to the concerned Practitioner. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform MedPik Plus immediately to enable MedPik Plus to make the necessary amendments.
- 5.2. MedPik Plus shall not be liable and responsible for the ranking of the Practitioners on external websites and search engines
- 5.3. MedPik Plus shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by MedPik Plus, where the User has expressly or implicitly consented to the making of disclosures or publications by MedPik Plus. If the User had revoked such consent under the terms of the Privacy Policy, then MedPik Plus shall not be responsible or liable in any manner to the User for any



losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by MedPik Plus prior to its actual receipt of such revocation.

- 5.4. MedPik Plus reserves the right to moderate the suggestions made by the Practitioners through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, MedPik Plus shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of Practitioners are added to the Website.
- 5.5. Practitioners explicitly agree that MedPik Plus reserves the right to publish the Content provided by Practitioners to a third party including content platforms.
- 5.6. When you are listed on MedPik Plus.com, End-Users may see a 'show number' option. When End-Users choose this option, they choose to call your number through a free telephony service provided by MedPik Plus, and the records of such calls are recorded and stored in MedPik Plus's servers. Such records are dealt with only in accordance with the terms of the Privacy Policy. Such call facility provided to End-Users and to you by MedPik Plus should be used only for appointment and booking purposes, and not for consultation on health-related issues. MedPik Plus accepts no liability if the call facility is not used in accordance with the foregoing.
- 5.7. You as a Practitioner hereby represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and MedPik Plus accepts no liability for the same.

#### Profile Ownership and Editing Rights

- 5.8. MedPik Plus ensures easy access to the Practitioners by providing a tool to update your profile information. MedPik Plus reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by Practitioners. However, MedPik Plus takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using MedPik Plus's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing representation, MedPik Plus may modify or delete parts of your profile information at its sole discretion with or without notice to you.

#### Reviews and Feedback Display Rights Of MedPik Plus



- 5.9. All Critical Content is content created by the Users of [www.medpikplus.com](http://www.medpikplus.com) (“Website”) and the clients of MedPik Plus customers and Practitioners, including the End-Users. As a platform, MedPik Plus does not take responsibility for Critical Content and its role with respect to Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. The role of MedPik Plus and other legal rights and obligations relating to the Critical Content are further detailed in Clauses 4 and 5 of these Terms. MedPik Plus’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.
- 5.9.1. MedPik Plus reserves the right to collect feedback and Critical Content for all the Practitioners, Clinics and Healthcare Providers listed on the Website.
- 5.9.2. MedPik Plus shall have no obligation to pre-screen, review, flag, filter, modify, refuse or remove any or all Critical Content from any Service, except as required by applicable law.
- 5.10. You understand that by using the Services you may be exposed to Critical Content or other content that you may find offensive or objectionable. MedPik Plus shall not be liable for any effect on Practitioner’s business due to Critical Content of a negative nature. In these respects, you may use the Service at your own risk. MedPik Plus however, as an ‘intermediary, takes steps as required to comply with applicable law as regards the publication of Critical Content. The legal rights and obligations with respect to Critical Content and any other information sought to be published by Users are further detailed in Clauses 4 and 5 of these Terms.
- 5.11. MedPik Plus will take down information under standards consistent with applicable law, and shall in no circumstances be liable or responsible for Critical Content, which has been created by the Users. The principles set out in relation to third party content in the terms of Service for the Website shall be applicable mutatis mutandis in relation to Critical Content posted on the Website.
- 5.12. If MedPik Plus determines that you have provided inaccurate information or enabled fraudulent feedback, MedPik Plus reserves the right to immediately suspend any of your accounts with MedPik Plus and makes such declaration on the website alongside your name/your clinics name as determined by MedPik Plus for the protection of its business and in the interests of Users.

#### Relevance Algorithm

- 5.13. MedPik Plus has designed the relevance algorithm in the best interest of the End-User and may adjust the relevance algorithm from time to time to improve the quality of the results given to the patients. It is a pure merit driven, proprietary algorithm which cannot be altered for specific Practitioners. MedPik Plus shall not be



liable for any effect on the Practitioner's business interests due to the change in the Relevance Algorithm.

### Independent Services

5.14. Your use of each Service confers upon you only the rights and obligations relating to such Service, and not to any other service that may be provided by MedPik Plus.

## **6. Payment, Fees and Taxes**

6.1. Registration on the Website and the access to the information provided on the Website is free. MedPik Plus does not charge any fee for accessing, browsing and buying through the Website. The User agrees to make all payments directly to the respective Seller for purchase of goods from such Seller. The Sellers may choose to either personally collect such payment from the Users or may use the services of collection agents duly appointed in this regard. The Users agree and acknowledge that it shall not hold MedPik Plus responsible for any loss or damage caused to the User during the process, due to any acts or omission on the part of third parties viz. the Seller or the collection agents or for any actions/ omissions which are beyond the control of MedPik Plus.

## **7. Covenants**

7.1 You undertake that You shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that -

- 7.1.1. belongs to another person and to which the User does not have any right;
- 7.1.2. 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;
- 7.1.3. infringes any patent, trademark, copyright or other intellectual proprietary rights of any third party;
- 7.1.4. violates any law for the time being in force;
- 7.1.5. impersonates another person;



- 7.1.6. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- 7.1.7. is prohibited under applicable law for the time being in force including Drugs Act (read with the Drugs Rules), the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, as amended from time to time and rules made there under;
- 7.1.8. Threatens the unity, integrity, defence, security or sovereignty of India, 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.

7.2. The User is also prohibited from:

- 7.2.1. violating or attempting to violate the integrity or security of the Website or any MedPik Plus Content;
- 7.2.2. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by MedPik Plus;
- 7.2.3. intentionally submitting on the Website any incomplete, false or inaccurate information;
- 7.2.4. making any unsolicited communications to other Users;
- 7.2.5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
- 7.2.6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
- 7.2.7. copying or duplicating in any manner any of the MedPik Plus Content or other information available from the Website;
- 7.2.8. Framing or hot linking or deep linking any MedPik Plus Content.

7.3. MedPik Plus, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in Clause 7.2 above, shall be entitled to disable such information that is in contravention of Clause 7.2. MedPik



Plus shall be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

- 7.4. In case of non-compliance with any applicable laws, rules or regulations, or the Agreement (including the Privacy Policy) by a User, MedPik Plus has the right to immediately terminate the access or usage rights of the User to the Services and to remove noncompliant information.

## 8. Liability

- 8.1. The User accepts and acknowledges that MedPik Plus does not provide any representation or give any guarantee or warranty (whether express or implied, or whether arising by virtue of a statute or otherwise in law or from a course of dealing or usage or trade) in relation to the goods made available on their Website, including any guarantee or warranty that such goods (i) are merchantable; (ii) fit for the purpose of which they are to be (or have been) purchased; (iii) have accurate description; (iv) do not cause any infringement; and (v) that the Sellers have legal title over the goods being offered for sale by them on the Website. MedPik Plus also does not provide any representation or give any guarantee or warranty (whether express or implied) about the Website or any of the Services offered.
- 8.2. The User further accepts and acknowledges that MedPik Plus does not verify any content or information provided by the Sellers/ or obtained from the Manufacturers, and to fullest extent permitted by law, disclaims all liability arising out of the User's use or reliance upon the Website, the Services, the MedPik Plus Content, representations and warranties made by the Sellers or the content or information (provided by such Seller or obtained from the Manufacturers) on the Website or any opinion or suggestion given or expressed by MedPik Plus or any Seller in relation to any User or Services provided by MedPik Plus.
- 8.3. The Website may be linked to web pages and content of third parties, affiliates and business partners (collectively, "**Third Party Content**"). MedPik Plus does not control, endorse or adopt any Third Party Content and can make no guarantee as to its accuracy or completeness. The User acknowledges and agrees that MedPik Plus shall not be responsible or liable in any manner for the content, accuracy, validity,



reliability, quality of such Third Party Content. Inclusion of any link on the Website does not imply that MedPik Plus endorses the linked site. User may use the links and these services at User's own risk.

- 8.4. MedPik Plus assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect User's equipment on account of User's access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website.
- 8.5. The listing of Sellers on the Website is based on numerous factors including User's comments and feedbacks. In no event shall the Protected Entities be liable or responsible for the listing order of Sellers on the Website.
- 8.6. To the maximum extent permitted by applicable law, MedPik Plus, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers or employees ("**Protected Entities**"), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or directly or indirectly related to, (i) the use of, or the inability to use, the Website or the content, materials and functions related thereto; (ii) User's provision of information via the Website; even if such protected entity has been advised of the possibility of such damages.
- 8.7. In no event shall the Protected Entities be liable for, or in connection with, (i) the provision of, or failure to provide, all or any products or service by a Seller to any User; or (ii) any comments or feedback given by any of the Users in relation to the goods or services provided by any Seller; or (ii) any content posted, transmitted, exchanged or received by or on behalf of any User or other person on or through the Website.
- 8.8. In no event shall the total aggregate liability of the protected entities to a User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence, strict liability, product liability or otherwise) arising from the Terms of Use or a User's use of the Website exceed an aggregate amount of INR 1,000 only. MedPik Plus accepts no liability for any errors or omissions, whether on behalf of the Users or third parties.

## 9. Indemnity



9.1. You agree to defend, indemnify and hold harmless MedPik Plus, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) Your access to or use of Website; (b) Your violation of the Terms of Use; (c) Your violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) Your conduct in connection with the Website.

## **10. Modification of Website**

10.1. MedPik Plus reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice. You agree that MedPik Plus will not be liable for any modification, suspension or discontinuance of the Website or any other part thereof.

## **11. Termination**

11.1. The provisions of this Agreement shall continue to apply until terminated by either You or MedPik Plus as set for below:

11.2. If You want to terminate this Agreement with MedPik Plus, You may do so by:

11.2.1.1. not accessing the Website; or

11.2.1.2. Closing Your accounts for all of the Services that You use.

11.3. MedPik Plus reserves the right to, at any time, and with or without notice, terminate this Agreement with You if:

11.3.1.1. You breach any of applicable law, including but not limited to the Drugs Act and the rules issued there under or the provisions of this Agreements or the terms of 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); or

11.3.1.2. MedPik Plus is unable to verify or authenticate any information provided to MedPik Plus by You; or



- 11.3.1.3. MedPik Plus believes, in its sole discretion, that Your actions may cause legal liability for MedPik Plus (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or are contrary to the interests of the Website; or
- 11.4. MedPik Plus is required to do so by law; or
  - 11.4.1.1. if You fail to provide (or after providing such consent, later revoke) the consents necessary or desirable for MedPik Plus to provide the Services to You; or
  - 11.4.1.2. The provision of the Services to you, or to the general public, is in MedPik Plus's opinion, no longer commercially viable; or
  - 11.4.1.3. MedPik Plus has elected to discontinue, with or without reason, access to the Website or the Services (or any part thereof).
- 11.5. MedPik Plus may also terminate or suspend (temporarily or permanently) all or a portion of Your account or access to the Services, with or without reason. Except as may be set forth in any of the terms applicable to a particular Service, termination of Your account may include: (i) removal of access to all offerings within the Website or with respect to the Services; and (ii) barring You from further use or access of the Website or of any of the Services.
- 11.6. Once terminated or suspended (temporarily or permanently), You may not continue to use the Website under the same account, a different account or re-register under a new account.
- 11.7. Upon termination of this Agreement, MedPik Plus shall have no obligation to maintain or provide any of Your data and may thereafter, unless legally prohibited, delete all Your data in its systems or otherwise in its possession or under its control, including but not limited to Your personal information, log-in ID and password, order details (including any prescriptions uploaded) and all related information, files and materials associated with or inside Your account (or any part thereof).
- 11.8. The right to terminate/ suspend the account is in addition to, and without prejudice to, MedPik Plus's right to initiate action against the User, in accordance with applicable law.

## **12. Force Majeure**

- 12.1. The User accepts and acknowledges that MedPik Plus or the Sellers shall not be liable for any loss or damage caused to the User as a result of delay or default or



deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of the User), or any other delay or default or deficiency or failure which arises from causes beyond MedPik Plus or the Seller's reasonable control ("**Force Majeure Event**"). In the event of any Force Majeure Event arising, MedPik Plus or the Seller, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the User of the facts which constitute the Force Majeure Event.

### **13. Governing Law and Dispute Resolution**

13.1. This Agreement and any contractual obligation between MedPik Plus and User will be governed by the laws of India, without reference to the conflict of laws principles. Any legal action or proceeding related to Your access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Haryana.

### **14. Survival**

14.1. Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

### **15. Severability**

15.1. If any provision of this Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.

### **16. Reviews and Feedback**



By using this Website, you agree that any information shared by you with MedPik Plus or with any Practitioner or Seller will be subject to our Privacy Policy.

16.1. You are solely responsible for the content that you choose to submit for publication on the Website, including any feedback, ratings, or reviews (“Critical Content”) relating to Practitioners or other healthcare professionals. The role of MedPik Plus in publishing Critical Content is restricted to that of an ‘intermediary’ under the Information Technology Act, 2000. MedPik Plus disclaims all responsibility with respect to the content of Critical Content, and its role with respect to such content is restricted to its obligations as an ‘intermediary’ under the said Act. MedPik Plus shall not be liable to pay any consideration to any User for re-publishing any content across any of its platforms.

16.2. Your publication of reviews and feedback on the Website is governed by Clause 7 of these Terms. Without prejudice to the detailed terms stated in Clause 7, you hereby agree not to post or publish any content on the Website that (a) infringes any third-party intellectual property or publicity or privacy rights, or (b) violates any applicable law or regulation, including but not limited to the IG Rules and SPI Rules. MedPik Plus, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law, and in accordance with Clause 7 of these Terms. You agree that MedPik Plus may contact you through telephone, email, SMS, or any other electronic means of communication for the purpose of:

16.2.1. Obtaining feedback in relation to Website or MedPik Plus’s services; and/or

16.2.2. Obtaining feedback in relation to any Practitioners listed on the Website; and/or

16.2.3. Resolving any complaints, information, or queries by Practitioners regarding your Critical Content;

16.2.4. And you agree to provide your fullest co-operation further to such communication by MedPik Plus. MedPik Plus’s Feedback Collection and Fraud Detection Policy, is annexed as the Schedule hereto, and remains subject always to these Terms.

## **17. Contact Information**

17.1. If any User has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at [buddy@medpikplus.com](mailto:buddy@medpikplus.com)



17.2. If a User has any questions concerning MedPik Plus, the Website, this Agreement, or anything related to any of the foregoing, MedPik Plus can be reached at the following email address - [buddy@medpikplus.com](mailto:buddy@medpikplus.com) or via the contact information available at Contact Us page.

MedPik Plus does not represent, warrant or guarantee that your access to or use of MedPik Plus.com: (a) will be uninterrupted or error free; or (b) will result in any requests for appointments. Notwithstanding anything contained herein, MedPik Plus disclaims all liability for any act or omission of you, any Patient or other third party.

**YOU HAVE READ THESE TERMS OF USE AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE**