

## Term and Condition

### Home Term and Condition

#### 1. Terms of use

Please read these terms of use carefully by accessing or using this internet based platform, 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 this internet based platform.

#### 2. What is med2myhome?

The domain name [www.med2myhome.com](http://www.med2myhome.com), an internet based portal and med2myhome a mobile application, is owned and operated by Apnidawaa.com, a company duly incorporated under the provisions of the INDIAN PROPRIETORSHIP ACT,1908 (hereinafter referred to as “Apnidawaa” or “We” or “Our” or “Us” or “Company”).

The domain name and the mobile application are collectively referred to as the “Website”. Your access or use of the Website, transaction on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, Are governed by the following terms and conditions (herein after referred to as the Terms of Use”), including the applicable policies which are incorporated Herein by way of reference. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as “You” or “Your” or the “User” ) on one part and med2myhome on the other Part.

By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify Your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy ( As set out in Part B herein below), and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India and Other Jurisdictions 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 these Terms of Use. However, if you navigate away from the Website to a third party website, You may be subject to alternative terms and conditions of use and privacy policy, As may be specified on such website. In such event, the Terms And Conditions of use and Privacy Policy applicable to that website will govern.

### 3. Your use of that website.

Online purchase of pharmaceutical products sold by various third party pharmacies and manufactures (“Third Party Pharmacies”);

Online advertisements of various sponsors advertising and marketing their own good and services (“Third Party Advertisers”).

The Third Party Pharmacies, Third Party Advertisers are collectively referred to as the “Third Party Service Providers”. Further the Website also serves as an information platform providing health and wellness related information to the Users accessing the Website (The services of Third Party Services Provider and the information services is collectively referred to as the “Services”). The arrangement between the Third Party Service Providers, You and Us shall be governed in accordance with these Terms of Use.

The Services would be made available to such natural persons who have agreed to use the Website after obtaining due registration, in accordance with the procedure as determined by Us, 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 You through various modes which shall include issue of discount coupons and vouchers that can be redeemed for various goods/ services offered for sale by relevant Third Party Service Providers. To facilitate the relation between You and the Third Party Service Providers through the Website, med2myhome shall send to You (promotional content including but not limited to emailers, notifications and messages).

You agree and acknowledge that the Website is a platform that You and Third Party Service Providers utilize to meet and interact with another for their transactions. med2myhome is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the Third Party Service Providers.

med2myhome 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.

As a condition to Your use of the Website, You must be 18 (eighteen) years of age or older to use or visit the Website in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to med2myhome that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.

These Terms of Use is published in compliance of, and is governed by the provisions of Indian laws, including but limited to: the Indian Contract Act, 1872 (“Contract Act”); the (Indian) Information Technology Act, 2000 (“IT Act”) 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 (“IG Guidelines”); The Drugs and Cosmetic Act, 1940 (“Drugs Act”), read with the Drugs and Cosmetics Rules, 1945 (“Drugs Rules”); The Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 (“Drugs and Magic Act”); The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957; Pharmacy Act, 1948 (“Pharmacy Act”) and The Consumer Protection Act, 1986.

med2myhome authorizes You to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, using, ordering, receiving, delivering and communicating only as per these Terms of Use. The contents on the Website including information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains Third Party Service Providers’ content (“Third Party Content”) as well as in-house content provided by med2myhome including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals (“med2myhome Content”) (collectively, “Content”).

The med2myhome Content is the property of med2myhome and is protected under copyright, trademark and other applicable law(s). You shall not modify the med2myhome Content or reproduce, display, publicly perform, distribute, or otherwise use the med2myhome Content in any way for any public or commercial purpose or for personal gain.

Compliance with these Terms of Use would entitle You to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Website.

These Terms of Use constitute an electronic record in terms of the IT Act 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.

#### 4. ELIGIBILITY

For the purposes of availing the Services and/or transacting with the Third Party Service Providers through the Website, You are required to obtain registration, in accordance with the procedure established by med2myhome in this regard.

As part of the registration process, med2myhome may collect the following personal information from You:

Name;

Email address;

Gender;

Age;

Phone number;

5. Valid financial account information;

Other details as You may volunteer;

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.

By registering, accessing or using the Website, You accept the terms of these Terms of Use and represent and warrant to med2myhome 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 these Terms of Use.

A registered id can only be utilized by the person whose details have been provided and med2myhome 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 procuring the Services, on behalf of such persons. Organizations, companies, and businesses may not become registered members on the Website or use the Website through individual members.

You agree and acknowledge that You would .

Create only 1 (one) account;

Provide accurate, truthful, current and complete information when creating Your account and in all Your dealings through the Website.

Maintain and promptly update Your account information;

Maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer;

Promptly notify med2myhome if You discover or otherwise suspect any security breaches relating to the Website; and (vi) take responsibility for all the activities that occur under Your account and accept all

risk of unauthorized access.

The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by med2myhome for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to You ,med2myhome may allow authorized third parties to place or recognize a unique cookie on the Your browser.med2myhome does not store personally identifiable information in the cookies.

med2myhome, at its sole discretion, reserves the right to permanently or temporarily suspend Users, to bar their use and access of the Website and App, at any time while med2myhome investigates complaints or alleged violations of these Terms of Use or any Services, or for any other reason.

## 6. USE OF SERVICES AND THE WEBSITE

Delivery Platform for Pharmaceutical Products –

Platform to facilitate transaction of business:

Through the Website,med2myhome facilitates the purchase of drugs and other pharmaceutical products, and services offered for sale by Third Party Pharmacies (“Pharmaceutical Goods and Services”).

You understand and agree that med2myhome and the Website merely provide hosting services to You and persons browsing /visiting the Website. All items offered for sale on the Website, and the content made available by the Third Party Pharmacies, are third party user generated contents and third party products.med2myhome has no control over such third party user generated contents and/ Pharmaceutical Goods and Services and does not - originate or initiate the transmission, or select the sender/recipient of the transmission, or the information contained in such transmission.

The authenticity and genuineness of the Pharmaceutical Goods and Services made available by the Third Party Pharmacies through the Website shall be the sole responsibility of the Third Party Pharmacies. You

understand and agree that med2myhome shall have no liability with respect to the authenticity of the Pharmaceutical Goods and Services being facilitated through the Website.

You understand and agree that all commercial / contractual terms, with respect to the sale/ purchase/ delivery and consumption of the Pharmaceutical Goods and Services are offered by and agreed to between You and the Third Party Pharmacies and the contract for purchase of any of the Pharmaceutical Goods and Services, offered for sale on the Website by the Third Party Pharmacies shall strictly be a bipartite contract between the Third Party Pharmacies and You.

The commercial / contractual terms include without limitation - price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to Pharmaceutical Goods and Services offered for sale by the Third Party Pharmacies, and after sales services related to such Pharmaceutical Goods and Services. med2myhome 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 You and the Third Party Pharmacies.

#### 7. Representation as to legal title

med2myhome does not make any representation or warranty as to legal title of the Pharmaceutical Goods and Services offered for sale by the Third Party Pharmacies 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 med2myhome nor shall med2myhome have any obligations or liabilities in respect of any transactions on the Website. You agree and acknowledge that the ownership of the inventory of such Pharmaceutical Goods and Services shall always vest with the Third Party Pharmacies, who are advertising or offering them for sale on the Website and are the ultimate sellers.

You agree and acknowledge that the Third Party Pharmacies shall be solely responsible for any claim/ liability/ damages that may arise in the event it is discovered that such Third Party Pharmacies do not have the sole and exclusive legal ownership over the Pharmaceutical Goods and Services that have been offered for sale on the Website by such Third Party Pharmacies, or did not have the absolute right, title and authority to deal in and offer for sale such Pharmaceutical Goods and Services on the Website.

Non-Performance of Contract You accept and acknowledge the following: med2myhome is not responsible for any unsatisfactory, delayed, non-performance or breach of the contract entered into

between You and the Third Party Pharmacies for purchase and sale of goods or services offered by such Third Party Pharmacies on the Website;

med2myhome cannot and does not guarantee that the concerned Third Party Pharmacies will perform any transaction concluded on the Website;

The Third Party Pharmacy(s) are solely responsible for ensuring that the Pharmaceutical Goods and Services offered for sale on the Website are kept in stock for successful fulfillment of orders received. Consequently, med2myhome is not responsible if the Third Party Pharmacy(s) does not satisfy the contract for sale of Pharmaceutical Goods and 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 You; and med2myhome shall not and is not required to mediate or resolve any dispute or disagreement between You and Third Party Pharmacies.

In particular, med2myhome does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Website. Exhibition of drugs and publication of Third Party Pharmacies content on the Website

You agree and acknowledge that the respective Third Party Pharmacies are exhibiting Third Party Content which includes catalogue of drugs/ pharmaceutical products or services, and information in relation to such drugs/ pharmaceutical products or services, on the Website.

The Third Party 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 Third Party Pharmacies on the Website or any professional medical advice, diagnosis, treatment or recommendations of any kind.

You acknowledge and agree that such Third Party Pharmacies shall be solely responsible for ensuring that such Third Party Content made available regarding the Pharmaceutical Goods and Services offered for sale on the Website, are not misleading and describe the actual condition of the Pharmaceutical Goods and Services. In this connection, it is solely the responsibility of the concerned Third Party Pharmacy(s) to ensure that all such information is accurate in all respects and there is no exaggeration or over emphasis on the specifics of such Pharmaceutical Goods and Services so as to mislead the Users



in any manner.

You acknowledge and understand that med2myhome provides no warranty or representation with respect to the authenticity/ veracity of the information provided on the Website and You must run Your own independent check. You agree and acknowledge that med2myhome has not played any role in the ascertainment of the actual impact/ effect of any Pharmaceutical Goods and Services being offered for sale by the Third Party Pharmacies on the Website.

Further, it is hereby clarified that the Third Party Pharmacies are offering the Pharmaceutical Goods and Services for sale to You and they are responsible for procuring the appropriate licenses for the same under the Drugs Act read with the Drug rules and the Pharmacy Act. You agree and acknowledge that You shall not hold med2myhome responsible or liable for any damages arising out of such reliance on third party user generated content by You.

#### 8. Prescription Drugs

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 medical expert/ doctor to be provided to a registered pharmacist for the purpose of dispensing such medicine ("Prescription Drugs"), offered for sale on the Website by Third Party Pharmacies. In order to purchase Prescription Drugs from Third Party Pharmacies through the Website, You are required to upload a scanned copy of the valid prescription on the Website or email the same to Apnidawaa. The order would not be processed and forwarded to the concerned Third Party Pharmacy(s) by med2myhome until it receives a copy of a valid prescription.

Third Party Pharmacies will verify the prescription forwarded by You and in case of Third Party Pharmacy(s) observe any discrepancy in the prescription uploaded by You, the Third Party Pharmacy(s) will cancel the order immediately. You are also required to make the original prescription available at the time of receipt of delivery of Prescription Drugs. You shall allow the delivery agent to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.

9.med2myhome shall maintain a record of all the prescriptions uploaded by the Users. Substitution of Prescribed Drugs

You acknowledge and accept that the order for a substitute of a Prescription Drug would only be processed if the medical expert/ doctor has himself/ herself permitted for any other equivalent generic drug to be dispensed in place of the Prescription Drug in the prescription or if the prescription solely lists the salt names instead of a specific brand name.

You further acknowledge and accept that, in the absence of the above, the concerned Third Party Pharmacy would not dispense a substitute drug in place of the Prescription Drug.

Invitation to offer for sale Notwithstanding anything else contained in any other part of these Terms of Use, the listing of drugs and other pharmaceutical products on the Website by the Third Party Pharmacies is merely an 'invitation to an offer for sale' and not an 'offer for sale'. The placement of an order by You shall constitute an offer by You to enter into an agreement with the Third Party Pharmacies ("Offer"). Post the Offer from the Third Party Pharmacies, med2myhome shall send an email to You with the information on the Offer along with the details of the concerned Third Party Pharmacy(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 Third Party Pharmacy(s) after the validation/ verification of the prescription by such Third Party Pharmacy (in case of Prescription Drugs) and the ascertainment of the available stock in the relevant Third Party Pharmacy(s) (in the case of prescription as well as other drugs/ pharmaceutical products), by way of a confirmatory email to be sent to You.

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

#### 10. Transfer of Property and Completion of Sale

Upon acceptance of the Offer by the concerned Third Party Pharmacy (being the brick and mortar pharmacy, the Pharmaceutical Drugs and Services would be dispensed at the pharmacy, in accordance with the terms of the order placed by You. Such dispensation shall also take place under the direct/ personal supervision of the pharmacist of the Third Party Pharmacy, wherever required under the applicable law(s).

You agree and acknowledge that the property and title in the Pharmaceutical Drugs and Services ordered by You shall stand immediately transferred to You upon the dispensation of Pharmaceutical

Drugs and Services and the raising of the invoice at the concerned Third Party Pharmacy.

Accordingly, the sale of Pharmaceutical Drugs and Services is concluded at the concerned Third Party Pharmacy itself. The invoice in relation to the Pharmaceutical Drugs and Services, that are required to be delivered to You shall be issued by the concerned Third Party Pharmacy (being the brick and mortar pharmacy) which is to process and satisfy the order for such Pharmaceutical Drugs and Services.

#### 11. Delivery of Drugs

The Pharmaceutical Drugs and Services shall be delivered by the Third Party Pharmacy or independent contractors. You accept and acknowledges that the Third Party Pharmacy or such other transporter/ courier/ delivery personnel, engaged by the Third Party Pharmacy or Apnidawaa, shall be independent contractors in-charge of the delivery of the Pharmaceutical Drugs and Services from the concerned Third Party Pharmacy to the address notified by You, with no control over the Pharmaceutical Drugs and Services and no additional obligation apart from standard delivery obligations and duty of care.

You further accept and acknowledge that med2myhome does not engage in the distribution of the Pharmaceutical Drugs and Services, and may provide the services of a third party transporter/ courier delivery personnel for the purposes of delivery of Pharmaceutical Drugs and Services from the concerned Third Party Pharmacy to the address notified by You.

#### 12. Advertising Guidelines for the Website –

As part of the Services provided by Us ; We facilitate and allow Third Party Advertisers to place advertisements on the Website. Accordingly, there are guidelines (as listed herein below) which the Third Party Advertisers have to follow for placing such advertisements (the “Advertising Policy”).

For the Users:med2myhome clearly distinguishes between the editorial content and content that is created or provided by one of Our Third Party Advertisers.

The advertisements will be labeled as "sponsored", "from our Advertisers" or "advertisement". This

content will not be reviewed by Our in-house editorial staff and shall not be subject to Our editorial policy (as set out herein below) but shall be subject to the Advertising Policy, these Terms of Use (except the editorial policy) and the Privacy Policy.

The advertisement shall not create unrealistic expectation and must not be misleading or offending; must be responsible and of the highest standards and without compromising the consumer protection. The Advertising Policy applies to all the advertisements, listed or sought to be listed, on the Website. General Rules: All the advertisements must comply with the Advertising Policy, the terms of these Terms of Use (except the editorial policy) and the Privacy

Policy.med2myhome may, at any time and without having to serve any prior notice to the Third Party Advertisers, (i) upgrade, update, change, modify, or improve the Website or a part thereof in a manner it may deem fit, and (ii) change the content of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy.

It is the responsibility of the Third Party Advertisers, in such cases, to review the terms of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy, from time to time. Such change shall be made applicable when they are posted.med2myhome may also alter or remove any content from the Website without notice and without liability. The Third Party Advertisers are also responsible for ensuring that their advertisements comply with all applicable law(s) in India and any other jurisdiction that such Third Party Advertiser(s) are based out of, industry codes, rules and regulations in each geographic area where the advertisements will run. All disclosures in the advertisements must be clear and conspicuous.

Review: All the advertisements are subject to the review and approval of med2myhome.med2myhome reserves the right to reject or remove any advertisement in its sole discretion for any reason. Further,med2myhome also reserves the right to request modifications to any advertisement, and to require factual substantiation for any claim made in an advertisement.

Prohibited Content: The advertisements must not infringe the intellectual property, privacy, publicity, copyright, or other legal rights of any person or entity. The advertisements must not be false, misleading, fraudulent, defamatory, or deceptive. The following advertisement content is prohibited: content that demeans, degrades, or shows hate toward a particular race, gender, culture, country, belief, or toward any member of a protected class; content depicting nudity, sexual behaviour, or obscene gestures; content depicting drug use; content depicting excessive violence, including the

harming of animals; shocking, sensational, or disrespectful content; deceptive, false or misleading content, including deceptive claims, offers, or business practices; content that directs users to phishing links, malware, or similarly harmful codes or sites; and content that deceives the Users into providing personal information without their knowledge, under false pretences, or to companies that resell, trade, or otherwise misuse that personal information.

Prohibited Advertisements: Advertisements for the following products and services are prohibited: adult products and services (other than contraceptives; see below); cigarettes (including e-cigarettes), cigars, smokeless tobacco, and other tobacco products; products or services that bypass copyright protection, such as software or cable signal descramblers; products or services principally dedicated to selling counterfeit goods or engaging in copyright piracy; get-rich-quick or pyramid schemes or offers or any other deceptive or fraudulent offers; illegal or recreational drugs or drug paraphernalia; counterfeit, fake or bootleg products, or replicas or imitations of designer products; firearms, weapons, ammunition, or accessories; advertisements that promote particular securities or that provide or allege to provide insider tips; any illegal conduct, product, or enterprise; unapproved pharmaceuticals and supplements; prescription drugs; products that have been subject to any government or regulatory action or warning; products with names that are confusingly similar to an unapproved pharmaceutical or supplement or controlled substance; and material that directly advertises products to or is intended to attract children under the age of 13.

Prohibited Advertisements under the Drugs and Magic Act: subject to the provisions of the Drugs and Magic Act, no person shall take any part in the publication of any advertisement referring to any drug which suggest or are calculated to lead to the use of that drug for – the procurement of miscarriage in women or prevention of conception in women; or the maintenance or improvement of the capacity of human beings for sexual pleasure; or the correction of menstrual disorder in women; or the diagnosis, cure, mitigation, treatment or prevention of any disease, disorder or condition specified in the schedule of the Drugs and Magic Act, or any other disease, disorder or condition (by whatsoever name called) which may be specified in the rules made under the Drugs and Magic Act; or provided that no such rule shall be made except, –

In respect of any disease, disorder or condition which requires timely treatment in consultation with a doctor or for which there are normally no accepted remedies; or prohibition of misleading advertisements relating to drugs; subject to the provisions of the Drugs and Magic Act, no person shall take any part in the publication of any advertisement relating to a drug if the advertisement contains any matters which: directly or indirectly gives a false impression regarding the true character of the drug; or makes a false claim for the drug; or is otherwise false or misleading in any material particular.

It is hereby clarified that that the Third Party Advertisers will comply with all the provisions of the Drugs and Magic Act and the rules made thereunder. Further, it is agreed that the Third Party Advertisers shall be solely responsible for any penalty or any action taken by the governmental authorities for non-compliance with the Drugs and Magic Act and the rules made thereunder.

Restricted Advertisements: Advertisements in the following categories are restricted and require approval on a case-by-case basis:

advertisements that promote or reference alcohol;

advertisements for online dating services;

advertisements for gambling and games of skill;

advertisements for lotteries;

advertisements for financial services;

advertisements for contraceptives;

advertisements for online pharmacies or pharmaceuticals; and

political advertisements.

Testimonials & Endorsements:

Any testimonials and endorsements contained in advertisements must comply with all applicable law(s),

industry codes, rules, and regulations. For example , a clear and conspicuous disclaimer is required if an endorser's results were atypical or if the endorser was paid;med2myhome recognizes and maintains a distinct separation between advertising and sponsored content and editorial content. All advertising or sponsored content on the Website of the Company will be clearly and unambiguously identified; and a click on an advertisement may only link the User to the website of the Third Party Advertiser(s).

Editorial Policy for the Website – As part of the Services,med2myhome provides med2myhome Content on the Website targeted at general public for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind.med2myhome Content is subject to the following rules/

#### 13. Information:

med2myhome Content is original and is relevant to the general public;

Topics for med2myhome Content are selected by Our board of qualified experts consisting of certified medical experts, pharmacist and medical professionals;

Topics for med2myhome Content are chosen on the basis of current health news, drug alerts, new drug launches, latest medical findings published in peer-reviewed medical journals, such as 'The Journal of the American Medical Association', 'The New England Journal of Medicine', 'The Lancet'

#### 14. 'Pediatrics', 'Diabetes Care', and many others;

Editorial board (as mentioned below) takes into account the latest trending health and wellness topics like dengue, swine flu, seasonal allergies, new vaccines, public awareness trends like breast cancer awareness month," and 'Healthy Heart Month'; as well as emerging health and nutrition trends like health benefits quinoa, use of BGR 34 for managing diabetes, alternative medicine like ayurveda, homeopathy and much more;

med2myhome maintains principles of fairness, accuracy, objectivity, and responsible, independent reporting; the member of med2myhome has to fully disclose any potential conflict of interest with any of the Third Party Service Providers;

## 15. OTHER TERMS

Your Profile, Collection, Use, Storage and Transfer of Personal Information:

Your med2myhome profile is created to store record of Your Consultations and Your personal health information online, including history, health conditions, allergies and medications.

med2myhome though announces flat discounts on all products except OTC or Over The Counter products like condoms, sanitary pads etc. Customers are requested not to claim any discount on these products and the decision of the med2myhome authorities are final and not changeable.

As per Government Of India and National Pharmaceutical Pricing Authority (NPPA) the price of the drugs can fluctuate before billing though it is added to cart on a different registered price due to latest rate changes. Though the price of the medicines or products changes the discount percentage will be same and not hampered. The customer whoever signing up into med2myhome must give their real Date Of Birth to confirm the Age of Use Of Our Application And Website.

As We Provide Check & Pay option for the real time checking before delivery, we don't accept claims about wrong medicines delivered. Thus Customers are requested to check the medicines before delivery and then pay. The medicines once out for delivery can't be cancelled and thus it is needed to be cancelled before the out for delivery. In case of cancellation of order, if it's a prepaid order refund will need 72 hours of Business Days for Refund and reflection of the amount in the customers account.

In case of changes of medicines med2myhome accepts returns of medicines with their original Invoice and unaltered and Unused units of products within 1 month from the delivery.

The vials of injections which are to be kept under refrigeration are not taken as return product as med2myhome does not take any liability of the mishandling of the Vials within one month. The products also include condoms and sanitary Napkins and other surgical items and monitoring devices which are not under the return policy.

Any information provided as part of a web Consultation or obtained from use of the Services by You becomes part of Your med2myhome record. You agree to provide accurate information to help Us serve



You best to Our knowledge, to periodically review such information and to update such information as and when necessary.

med2myhome reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Website according to its internal record retention and/or destruction policies. You might be contacted via email to review the information provided by You for med2myhome's record or for the Services.

Please make sure You provide a valid email-id and You update it as and when needed. The Users are expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of: the fact that the information is being collected; the purpose for which the information is being collected; the intended recipients of the information; the name and address of the agency that is collecting the information and the agency that will retain the information; and the various rights available to such Users in respect of such information. med2myhome shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the Users to med2myhome or any other person acting on behalf of med2myhome.

The use of the Website involves every Users' registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. The other information collected by med2myhome from Users as part of the registration process is described in the Privacy Policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.

The Users are responsible for maintaining the confidentiality of the Users' account access information and password. The Users shall be responsible for all uses of the Users' account and password, whether or not authorized by the Users. The Users shall immediately notify med2myhome of any actual or suspected unauthorized use of the Users' account or password.

If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or med2myhome has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, med2myhome shall have the right to suspend or terminate such account at its sole discretion.

med2myhome may disclose or transfer User Information (as defined in the Privacy Policy) to its affiliates

in other countries, and You hereby consent to such transfer. The SPI Rules only permit med2myhome to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by med2myhome as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between med2myhome or any person on its behalf and the user or where the User has consented to data transfer.

By accepting these Terms of Use and by registering on the Website, You consent to be contacted by Us and by the Third Party Service Providers and You further consent to receive emails and messages (SMS) notifications and information at any time from Us and from Third Party Service Providers.

#### 16. Payment, Fees and Taxes:

Registration on the Website and the access to the information provided on the Website is free. med2myhome does not charge any fee for accessing, browsing and buying through the Website.

You agree to make all payments directly to the respective Third Party Pharmacies for purchase of Pharmaceutical Goods and Services from such Third Party Pharmacies. The Third Party Pharmacies may choose to either personally collect such payment from You or may use the services of collection agents duly appointed in this regard.

You agree and acknowledge that You shall not hold med2myhome responsible for any loss or damage caused to You during the process, due to any acts or omission on the part of third parties viz. the Third Party Pharmacies or the collection agents or for any actions/ omissions which are beyond the control of med2myhome.

In relation to the diagnostic services being availed from the Website, Third Party Labs agree to pay all package fees, consulting fees and other fees applicable to the Third Party Labs use of such Services and the Third Party Labs shall not circumvent the fee structure. The fee is dependent on the package that the Third Party Labs purchase and not on actual usage of the Services.

The Users agree to make all payments directly to the respective Third Party Labs for use of the diagnostic Services from the Website. You agree and acknowledge that You shall not hold med2myhome

responsible for any loss or damage caused to You during the process, due to any acts or omission on the part of the Third Party Labs' any actions/ omissions which are beyond the control of med2myhome.

Each User / Third Party Service Providers are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. med2myhome is in no way responsible for any of the taxes except for its own income tax.

The subscription fees for the Services, if any charged by Apnidawaa, could be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment.

med2myhome is not responsible for any loss or damage caused to User/ Third Party Service Providers during this process as these third parties are beyond the control of Apnidawaa. The fees could also be paid offline and be either collected personally from the User/ Third Party Service Providers or required to be mailed to med2myhome at the following address: All Fees are Exclusive of all Taxes.

Med2myhome reserves the right to modify the fee structure by providing on the Website which shall be considered as valid and agreed communication. In order to process the payments, med2myhome might require details of User's/ Third Party Service Providers' bank account, credit card number etc.

Please check Our Privacy Policy on how med2myhome uses the confidential information provided by Users. Return, Refund, Cancellation and Shipping charges: We offer return and refund on the products and Services ordered by You on the Website which are subject to further terms and conditions as detailed in the return, refund, cancellation and shipping charges policy ("Return and Refund Policy"). The Return and Refund Policy forms an integral part of these Terms of Use and the Users are requested to carefully read the same.

Covenants: (Covenanters for the purposes of these Terms of Use shall include the Users and the Third Party Service Providers) Each Covenanter undertakes that it shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that - belongs to another person and to which the such Covenanter does not have any right; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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;

Infringes any patent, trademark, copyright or other intellectual proprietary rights of any third party;

Violates any law for the time being in force;

Impersonates another person;

Harms minors in any way;

Deceives or misleads the addressee about the origin of such messages or communicates any information that is grossly offensive and menacing in nature; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; is prohibited under applicable law(s) for the time being in force including Drugs Act read with the Drugs Rules, the Drugs and Magic Act, the Indian Penal Code, 1860, as amended from time to time and rules made there under; and threatens the unity, integrity, defense, 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.

17. You are also prohibited from:

Violating or attempting to violate the integrity or security of the Website or any med2myhome Content; 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 med2myhome;

Intentionally submitting on the Website any incomplete, false or inaccurate information; making any unsolicited communications to other Covenanters; 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;

Attempting to decipher, decompile, disassemble or reverse engineer any part of the Website; copying or duplicating in any manner any of the med2myhome Content or other information available from the

Website; and framing or hotlinking or deeplinking any med2myhome Content.

Med2myhome, 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 this Clause 4, shall be entitled to disable such information that is in contravention of this Clause 4 or any provisions of these Terms of Use. med2myhome shall be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

In case of non-compliance with any applicable law(s), rules or regulations, or these Terms of Use or the Privacy Policy by a Covenanter, med2myhome has the right to immediately terminate the access or usage rights of the Covenanter to the Services and to remove noncompliant information.

## 18. Liability

Med2myhome shall not be responsible or liable in any manner to the Users or any Third Party Service Providers (collectively referred to as the "Other Parties") for any losses, damage, injuries or expenses incurred by Other Parties as a result of any disclosures made by Med2myhome, where Other Parties have consented to the making of such disclosures by Med2myhome.

If the Other Parties had revoked such consent under the terms of the Privacy Policy, then med2myhome shall not be responsible or liable in any manner to the Other Parties for any losses, damage, injuries or expenses incurred by the Other Parties as a result of any disclosures made by med2myhome prior to its actual receipt of such revocation. The Other Parties shall not hold med2myhome responsible or liable in any way for any disclosures by med2myhome under Regulation 6 of the SPI Rules.

The Services provided by med2myhome or any of its licensors or providers or Third Party Service Providers are provided 'as is', as available, 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). med2myhome does not provide or make any representations, warranties or guarantees, express or implied about the Website or the Services.

Med2myhome does not verify any content or information provided by the Other Parties on the Website and to the fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the med2myhome Content, Third Party Contents, representations and warranties made by the Other Parties on the Website or any loss arising out of the manner in which the Services have been rendered.

The Website may be linked to the website of third parties, affiliates and business partners. med2myhome has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through the Website. Inclusion of any link on the Website does not imply that med2myhome endorses the linked website. Other Parties may use the links and these services at their own risk.

Med2myhome shall not be responsible for the mishaps/missed services due to no service/no show from the Other Parties; med2myhome shall not be responsible for any error in any of the services being provided by the Third Party Service Providers.

Users accept and acknowledge that med2myhome 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/ products and services made available on its Website by Third Party Service Providers, including any guarantee or warranty that such goods/ products

Are merchantable;

Fit for the purpose of which they are to be (or have been) purchased;

Have accurate description;

Do not cause any infringement

That the Third Party Service Providers have legal title over the goods/products being offered for sale by them on the Website. med2myhome 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 or services offered or provided by the Third Party Service Providers.

The Other Parties further accept and acknowledge that med2myhome does not verify any content or information provided by either the Users or the Third Party Services/ or obtained from the Users or the Third Party Service Providers, and to fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the med2myhome Content, Third Party Content, representations and warranties made by the Other Parties on the Website or any opinion or suggestion given or expressed by med2myhome or any Third Party Service Providers in relation to any Services provided by Med2myhome.

Med2myhome assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Other Parties' equipment on account of the Other Parties' 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 any of the Other Party is dissatisfied with the Website, the sole remedy of such Other Party(s) is to discontinue using the Website.

The listing of Third Party Service Providers on the Website is based on numerous factors including Users comments and feedbacks. In no event shall the Protected Entities (as defined herein below) be liable or responsible for the listing order of Third Party Service Providers on the Website.

To the maximum extent permitted by applicable law(s), Med2myhome, 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,

The use of, or the inability to use, the Website or the content, materials and functions related thereto;

User's provision of information via the Website; even if such Protected Entity has been advised of the possibility of such damages.

In no event shall the Protected Entities be liable for, or in connection with The provision of, or failure to provide, all or any products or service by a Third Party Service Provider to any User; or

Any comments or feedback given by any of the Users in relation to the goods or services provided by any Third Party Service Providers; or

Any content posted, transmitted, exchanged or received by or on behalf of any User, Third Party Service Providers or other person on or through the Website.

Med2myhome disclaims any liability in relation to the validity of the medical advice provided by the Medical Experts and the validity and legality of the e-prescription for dispensation of medicines and conduct of diagnostic tests. All liabilities arising out of any wrong diagnosis of medical condition by the Medical Experts and/ or arising from the e-prescription will be of the concerned Medical Expert.

Further, all liabilities arising out of any wrong diagnosis report by the Third Party Labs and/ or arising from the wrong dispensation of the Pharmaceutical Goods and Services will be of the concerned Third Party Labs or the Third Party Pharmacies as the case may be. The Users may share their previous medical history during interaction with the Medical Experts. The Users undertake to share such information at their own risk.

Med2myhome reserves the right to retain such information for the purpose of providing Services to the Users. With respect to the Consultation Services, after selection of the type of treatment viz. Homeopathy, Allopathy or Ayurveda along with the specification of the disease by the patient, med2myhome will decide the Medical Expert to whom the query should be directed based on the information shared by the User.

However, in no event the Protected Entities shall be held liable for the losses attributable to such decision making and in no event shall the Protected Entities be liable for any Consultation provided and/or e-prescription issued by the Medical Expert by using the interface of online medical consultancy.

The Users acknowledge that the Protected Entities merely act in the capacity of facilitators between the



Other Parties by providing a platform for them to interact and transact. In no event shall the Protected Entities be held liable for any of the losses attributable to Services offered through the Website.

In no event shall the total aggregate liability of the Protected Entities to any Other Parties 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 these Terms of Use or any Other Parties' use of the Website exceed an aggregate amount of INR 1000/- (Indian Rupees One Thousand only).med2myhome accepts no liability for any errors or omissions on behalf of the Other Parties.

In no event shall the Protected Entities be liable for failure on the part of the Users or Third Party Service Providers to provide agreed services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the Protected Entities be liable for any comments or feedback given by any of the Users in relation to the services provided by a Third Party Service Providers.

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#### 19. Indemnity

The Covenanters agree to defend, indemnify and hold harmless Med2myhome, the Protected Entities, 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

Covenanters access to or use of Website;

Covenanters violation of these Terms of Use or any applicable law(s);

Covenanters violation of any rights of another person/ entity, including infringement of their intellectual property rights; or

Covenanters conduct in connection with the Website.

## 20. Modification of Website

Med2myhome reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice.

Other Parties agree that med2myhome will not be liable for any modification, suspension or discontinuance of the Website or any other part thereof.

## 21. Intellectual property rights

All the intellectual property used on the Website except those which have been identified as the intellectual properties of the Other Parties shall remain the exclusive property of the Company. The Other Parties agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Website or the materials therein.

The materials on the Website or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

Compliance of Applicable Law While communicating/ transacting with each other through the Website, the Other Parties shall at all times ensure full compliance with the applicable provisions of the Contract Act, IT Act, IG Guidelines, Drugs Act read with the Drug Rules, Drugs and Magic Act, The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957, Pharmacy Act, Consumer Protection Act, 1986, SPI Rules, etc (“Captioned Laws”).

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 Pharmaceutical Good and 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.

The Users must also ensure that the prescription uploaded on the Website or emailed to med2myhome 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 Third Party Service Providers or to Apnidawaa, as a result of any dispensation of Prescription Drugs by the Third Party Service Providers owing to the non-compliance by the User in this regard.

Termination (Parties for the Purpose of these Terms of Use shall collectively mean the Other Parties and Med2myhome) The provisions of these Terms of Use shall continue to apply until terminated by either of the Party as set for below: In case of Other Parties wanting to terminate these Terms of Use, Other Parties may do so by: not accessing the Website; or closing their accounts for all of the Services that they use.

Med2myhome reserves the right to, at any time, and with or without notice, terminate these Terms of Use against each of the Users or the Third Party Service Providers or the Other Parties as a whole, if there is: breach any of applicable law(s), including but not limited to the Captioned Laws or the provisions of these Terms of Use or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the Other Parties from time to time (or have acted in a manner that clearly shows that Other Party(s) do not intend to, or are unable to, comply with the same); or med2myhome is unable to verify or authenticate any information provided to med2myhome by Other Party(s); or med2myhome believes, in its sole discretion, that Other Party(s) actions may cause legal liability for med2myhome (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or are contrary to the interests of the Website; or med2myhome is required to do so by law; or if Other Party(s) fail to provide (or after providing such consent, later revoke) the consents necessary or desirable for med2myhome to provide the Services to the Other Party(s); or The provision of the Services to the Other Party(s), or to the general public, is in Med2myhome's opinion, no longer commercially viable; or med2myhome has elected to discontinue, with or without reason, access to the Website or the Services (or any part thereof).

Med2myhome may also terminate or suspend (temporarily or permanently) all or a portion of Other Party(s) 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

removal of access to all offerings within the Website or with respect to the Services; and

barring Other Party(s) from further use or access of the Website or of any of the Services. Once terminated or suspended (temporarily or permanently), Other Party(s) may not continue to use the Website under the same account, a different account or re-register under a new account.

Upon termination of these Terms of Use, med2myhome shall have no obligation to maintain or provide any of Other Party(s) data and may thereafter, unless legally prohibited, delete all of Other Party(s) data in its systems or otherwise in its possession or under its control, including but not limited to Other Party(s) personal information, log-in ID and password, order details (including any prescriptions uploaded) and all related information, files and materials associated with or inside Other Party(s) account (or any part thereof).

Med2myhome reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the Other Party(s) content from the Website with or without ability to access the Website and the other Services, upon any breach by the Other Party(s) of these Terms of Use or if med2myhome is unable to verify or authenticate any information the Other Party(s) submits to Med2myhome, or if the Other Party(s) fail to provide (or after providing such consent, later revokes) the consents necessary or desirable for med2myhome to provide the Services to the Other Party(s).

The right to terminate/ suspend the account is in addition to, and without prejudice to, Apnidawaa's right to initiate action against the Other Party(s), in accordance with applicable law.

## 22. Force Majeure

Other Parties accept and acknowledge that med2myhome 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 med2myhome or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond Med2myhome's reasonable control ("Force Majeure Event").

In the event of any Force Majeure Event arising, Med2myhome, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

### 23. Governing Law and Dispute Resolution

These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles.

Any legal action or proceeding related to Other Party(s) access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Mughalsarai. All disputes will be subject to arbitration at Mughalsarai in English by a sole arbitrator appointed by med2myhome under the Arbitration and Conciliation Act, 1996.

### 24. Survival

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

### 25. Severability

If any provision of these 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

### 26. Waiver

No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such

waiver or consent shall be in writing and signed by Med2myhome.

Any consent by med2myhome to, or a waiver by med2myhome of any breach by Other Parties, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## 27. Headings

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms of Use.

## 28. Contact Information

If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at [support@med2myhome.com](mailto:support@med2myhome.com). If any Other Party(s) has any questions concerning Med2myhome, the Website, these Terms of Use, or anything related to any of the foregoing, med2myhome can be reached at the following email address -[med2myhome@gmail.com](mailto:med2myhome@gmail.com) or via the contact information available from the following hyperlink: Contact us.

The domain name [www.med2myhome.com](http://www.med2myhome.com), an internet based portal and med2myhome a mobile application, is owned and operated by Med2myhome.com, a company duly incorporated under the provisions of the Companies Act, 2013 (hereinafter referred to as “Med2myhome” or “We” or “Our” or “Us” or “Company”).

The domain name and the mobile application are collectively referred to as the “Website”. Your access or use of the Website, transaction on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, are governed by the following terms and conditions (hereinafter referred to as the Terms of Use”), including the applicable policies which are incorporated herein by way of reference. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as “You” or “Your” or the “User”) on one part and med2myhome on the other Part.

By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify Your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy (as set out in Part B herein below), and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India and other jurisdictions 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 these Terms of Use.

However, if You navigate away from the Website to a third party website, You may be subject to alternative terms and conditions of use and privacy policy, as may be specified on such website. In such event, the terms and conditions of use and privacy policy applicable to that website will govern Your use of that website.

The Website is a platform that facilitates (i) online purchase of pharmaceutical products sold by various third party pharmacies and manufactures (“Third Party Pharmacies”); The Services would be made available to such natural persons who have agreed to use the Website after obtaining due registration, in accordance with the procedure as determined by Us, 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 You through various modes which shall include issue of discount coupons and vouchers that can be redeemed for various goods/ services offered for sale by relevant Third Party Service Providers.

To facilitate the relation between You and the Third Party Service Providers through the Website, med2myhome shall send to You (promotional content including but not limited to emailers, notifications and messages).

You agree and acknowledge that the Website is a platform that You and Third Party Service Providers utilize to meet and interact with another for their transactions. med2myhome is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the Third Party Service Providers.

Med2myhome 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.

As a condition to Your use of the Website, You must be 18 (eighteen) years of age or older to use or visit the Website in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to med2myhome that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use. These Terms of Use is published in compliance of, and is governed by the provisions of Indian laws, including but limited to:

the Indian Contract Act, 1872 (“Contract Act”); the (Indian) Information Technology Act, 2000 (“IT Act”) and the rules, regulations, guidelines and clarifications framed thereunder, 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 (“IG Guidelines”); the Drugs and Cosmetic Act, 1940 (“Drugs Act”), read with the Drugs and Cosmetics Rules, 1945 (“Drugs Rules”); the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 (“Drugs and Magic Act”); The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957; Pharmacy Act, 1948 (“Pharmacy Act”) and the Consumer Protection Act, 1986.

Med2myhome authorizes You to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, using, ordering, receiving, delivering and communicating only as per these Terms of Use. The contents on the Website including information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains Third Party Service Providers’ content (“Third Party Content”) as well as in-house content provided by med2myhome including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals (“Med2myhome Content”) (collectively, “Content”). The med2myhome Content is the property of med2myhome and is protected under copyright, trademark and other applicable law(s). You shall not modify the med2myhome Content or reproduce, display, publicly perform, distribute, or otherwise use the med2myhome Content in any way for any public or commercial purpose or for personal gain.

Compliance with these Terms of Use would entitle You to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Website..



These Terms of Use constitute an electronic record in terms of the IT Act 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.

## 29. ELIGIBILITY

For the purposes of availing the Services and/or transacting with the Third Party Service Providers through the Website, You are required to obtain registration, in accordance with the procedure established by med2myhome in this regard.

As part of the registration process, med2myhome may collect the following personal information from You:

Name;

Email address;

Address (including country and ZIP/ postal code);

Gender;

Age;

Phone number;

Valid financial account information;

30. Other details as You may volunteer.

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. By registering, accessing or using the Website, You accept the terms of these Terms of Use and represent and warrant to med2myhome 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 these Terms of Use.

A registered id can only be utilized by the person whose details have been provided and med2myhome 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 procuring the Services, on behalf of such persons.

Organizations, companies, and businesses may not become registered members on the Website or use the Website through individual members.

Create only 1 (one) account

Provide accurate, truthful, current and complete information when creating Your account and in all Your dealings through the Website;

Maintain and promptly update Your account information

Maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer;

Promptly notify med2myhome if You discover or otherwise suspect any security breaches relating to the Website; and

Take responsibility for all the activities that occur under Your account and accept all risk of unauthorized access.

The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by med2myhome for the technical administration of the Website, research and development, and for User administration. In the course of serving advertisements or optimizing services to You, med2myhome may allow authorized third parties to place or recognize a unique cookie on the Your browser. med2myhome does not store personally identifiable information in the cookies.

Med2myhome, at its sole discretion, reserves the right to permanently or temporarily suspend Users, to bar their use and access of the Website and App, at any time while med2myhome investigates complaints or alleged violations of these Terms of Use or any Services, or for any other reason

### 31. USE OF SERVICES AND THE WEBSITE

E-Commerce Platform for Pharmaceutical Products –

Platform to facilitate transaction of business:

Through the Website, med2myhome facilitates the purchase of drugs and other pharmaceutical products, and services offered for sale by Third Party Pharmacies (“Pharmaceutical Goods and Services”). You understand and agree that med2myhome and the Website merely provide hosting services to You and persons browsing / visiting the Website. All items offered for sale on the Website, and the content made available by the Third Party Pharmacies, are third party user generated contents and third party products.

Med2myhome has no control over such third party user generated contents and/ Pharmaceutical Goods and Services and does not - originate or initiate the transmission, or select the sender/recipient of the transmission, or the information contained in such transmission. The authenticity and genuineness of the Pharmaceutical Goods and Services made available by the Third Party Pharmacies through the

Website shall be the sole responsibility of the Third Party Pharmacies. You understand and agree that med2myhome takes partial liability with respect to the authenticity of the Pharmaceutical Goods and Services being facilitated through the Website.

You understand and agree that all commercial / contractual terms, with respect to the sale/ purchase/ delivery and consumption of the Pharmaceutical Goods and Services are offered by and agreed to between You and the Third Party Pharmacies and the contract for purchase of any of the Pharmaceutical Goods and Services, offered for sale on the Website by the Third Party Pharmacies shall strictly be a bipartite contract between the Third Party Pharmacies and You.

The commercial / contractual terms include without limitation - price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to Pharmaceutical Goods and Services offered for sale by the Med2myhome, and after sales services related to such Pharmaceutical Goods and Services. med2myhome 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 You and the Third Party Pharmacies. Representation as to legal title med2myhome does not make any representation or warranty as to legal title of the Pharmaceutical Goods and Services offered for sale by the Third Party Pharmacies 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 med2myhome nor shall med2myhome have any obligations or liabilities in respect of any transactions on the Website. You agree and acknowledge that the ownership of the inventory of such Pharmaceutical Goods and Services shall always vest with the Third Party Pharmacies, who are advertising or offering them for sale on the Website and are the ultimate sellers.

You agree and acknowledge that the Third Party Pharmacies shall be solely responsible for any claim/ liability/ damages that may arise in the event it is discovered that such Third Party Pharmacies do not have the sole and exclusive legal ownership over the Pharmaceutical Goods and Services that have been offered for sale on the Website by such Third Party Pharmacies, or did not have the absolute right, title and authority to deal in and offer for sale such Pharmaceutical Goods and Services on the Website.

Non-Performance of Contract You accept and acknowledge the following: med2myhome is not responsible for any unsatisfactory, delayed, non-performance or breach of the contract entered into between You and the Third Party Pharmacies for purchase and sale of goods or services offered by such Third Party Pharmacies on the Website; med2myhome cannot and does not guarantee that the

concerned Third Party Pharmacies will perform any transaction concluded on the Website; The Third Party Pharmacy(s) are solely responsible for ensuring that the Pharmaceutical Goods and Services offered for sale on the Website are kept in stock for successful fulfillment of orders received. Consequently, med2myhome is not responsible if the Third Party Pharmacy(s) does not satisfy the contract for sale of Pharmaceutical Goods and 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 You; and med2myhome shall not and is not required to mediate or resolve any dispute or disagreement between You and Third Party Pharmacies. In particular, med2myhome does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Website. Exhibition of drugs and publication of Third Party Pharmacies content on the Website You agree and acknowledge that the respective Third Party Pharmacies are exhibiting Third Party Content which includes catalogue of drugs/ pharmaceutical products or services, and information in relation to such drugs/ pharmaceutical products or services, on the Website.

The Third Party 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 Third Party Pharmacies on the Website or any professional medical advice, diagnosis, treatment or recommendations of any kind. You acknowledge and agree that such Third Party Pharmacies shall be solely responsible for ensuring that such Third Party Content made available regarding the Pharmaceutical Goods and Services offered for sale on the Website, are not misleading and describe the actual condition of the Pharmaceutical Goods and Services.

In this connection, it is solely the responsibility of the concerned Third Party Pharmacy(s) to ensure that all such information is accurate in all respects and there is no exaggeration or over emphasis on the specifics of such Pharmaceutical Goods and Services so as to mislead the Users in any manner. You acknowledge and understand that med2myhome provides no warranty or representation with respect to the authenticity/ veracity of the information provided on the Website and You must run Your own independent check. You agree and acknowledge that med2myhome has not played any role in the ascertainment of the actual impact/ effect of any Pharmaceutical Goods and Services being offered for sale by the Third Party Pharmacies on the Website.

Further, it is hereby clarified that the Third Party Pharmacies are offering the Pharmaceutical Goods and Services for sale to You and they are responsible for procuring the appropriate licenses for the same under the Drugs Act read with the Drug rules and the Pharmacy Act. You agree and acknowledge that You shall not hold med2myhome responsible or liable for any damages arising out of such reliance on third party user generated content by You.

Prescription Drugs 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 medical expert/ doctor to be provided to a registered pharmacist for the purpose of dispensing such medicine ("Prescription Drugs"), offered for sale on the Website by Third Party Pharmacies.

In order to purchase Prescription Drugs from Third Party Pharmacies through the Website, You are required to upload a scanned copy of the valid prescription on the Website or email the same to Med2myhome. The order would not be processed and forwarded to the concerned Third Party Pharmacy(s) by med2myhome until it receives a copy of a valid prescription. Third Party Pharmacies will verify the prescription forwarded by You and in case of Third Party Pharmacy(s) observe any discrepancy in the prescription uploaded by You, the Third Party Pharmacy(s) will cancel the order immediately.

You are also required to make the original prescription available at the time of receipt of delivery of Prescription Drugs. You shall allow the delivery agent to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.

Med2myhome shall maintain a record of all the prescriptions uploaded by the Users. Substitution of Prescribed Drugs You acknowledge and accept that the order for a substitute of a Prescription Drug would only be processed if the medical expert/ doctor has himself/ herself permitted for any other equivalent generic drug to be dispensed in place of the Prescription Drug in the prescription or if the prescription solely lists the salt names instead of a specific brand name. You further acknowledge and accept that, in the absence of the above, the concerned Third Party Pharmacy would not dispense a substitute drug in place of the Prescription Drug.

Invitation to offer for sale Notwithstanding anything else contained in any other part of these Terms of Use, the listing of drugs and other pharmaceutical products on the Website by the Third Party Pharmacies is merely an 'invitation to an offer for sale' and not an 'offer for sale'. The placement of an order by You shall constitute an offer by You to enter into an agreement with the Third Party Pharmacies ("Offer").

Post the Offer from the Third Party Pharmacies, med2myhome shall send an email to You with the information on the Offer along with the details of the concerned Third Party Pharmacy(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 Third Party Pharmacy(s) after the validation/ verification of the prescription by such Third Party Pharmacy (in case of Prescription Drugs) and the ascertainment of the available stock in the relevant Third Party Pharmacy(s) (in the case of prescription as well as other drugs/ pharmaceutical products), by way of a confirmatory email to be sent to You.

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

**Transfer of Property and Completion of Sale** Upon acceptance of the Offer by the concerned Third Party Pharmacy (being the brick and mortar pharmacy, the Pharmaceutical Drugs and Services would be dispensed at the pharmacy, in accordance with the terms of the order placed by You. Such dispensation shall also take place under the direct/ personal supervision of the pharmacist of the Third Party Pharmacy, wherever required under the applicable law(s).

You agree and acknowledge that the property and title in the Pharmaceutical Drugs and Services ordered by You shall stand immediately transferred to You upon the dispensation of Pharmaceutical Drugs and Services and the raising of the invoice at the concerned Third Party Pharmacy. Accordingly, the sale of Pharmaceutical Drugs and Services is concluded at the concerned Third Party Pharmacy itself.

The invoice in relation to the Pharmaceutical Drugs and Services, that are required to be delivered to You shall be issued by the concerned Third Party Pharmacy (being the brick and mortar pharmacy) which is to process and satisfy the order for such Pharmaceutical Drugs and Services.

### 32. Delivery of Drugs

The Pharmaceutical Drugs and Services shall be delivered by Med2myhome. Advertising Guidelines for the Website –

As part of the Services provided by Us; We facilitate and allow Third Party Advertisers to place advertisements on the Website. Accordingly, there are guidelines (as listed herein below) which the Third Party Advertisers have to follow for placing such advertisements (the "Advertising Policy"). For the Users:med2myhome clearly distinguishes between the editorial content and content that is created or provided by one of Our Third Party Advertisers.

The advertisements will be labeled as "sponsored", "from our Advertisers" or "advertisement". This content will not be reviewed by Our in-house editorial staff and shall not be subject to Our editorial policy (as set out herein below) but shall be subject to the Advertising Policy, these Terms of Use (except the editorial policy) and the Privacy Policy.

For the Third Party Advertisers: The Third Party Advertisers must be honest about the products or services their advertisements promote; the advertisement shall not create unrealistic expectation and must not be misleading or offending; must be responsible and of the highest standards and without compromising the consumer protection. The Advertising Policy applies to all the advertisements, listed or sought to be listed, on the Website.

General Rules: All the advertisements must comply with the Advertising Policy, the terms of these Terms of Use (except the editorial policy) and the Privacy Policy. med2myhome may, at any time and without having to serve any prior notice to the Third Party Advertisers,

Upgrade, update, change, modify, or improve the Website or a part thereof in a manner it may deem fit, and change the content of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy.

It is the responsibility of the Third Party Advertisers, in such cases, to review the terms of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy, from time to time. Such change shall be made applicable when they are posted. med2myhome may also alter or remove any content from the Website without notice and without liability. The Third Party Advertisers are also responsible for ensuring that their advertisements comply with all applicable law(s) in India and any other jurisdiction that such Third Party Advertiser(s) are based out of, industry codes, rules and regulations in each geographic area where the advertisements will run. All disclosures in the advertisements must be clear and conspicuous.

Review: All the advertisements are subject to the review and approval of Apnidawaa. med2myhome reserves the right to reject or remove any advertisement in its sole discretion for any reason.

Further, med2myhome also reserves the right to request modifications to any advertisement, and to require factual substantiation for any claim made in an advertisement.



Prohibited Content: The advertisements must not infringe the intellectual property, privacy, publicity, copyright, or other legal rights of any person or entity.

The advertisements must not be false, misleading, fraudulent, defamatory, or deceptive. The following advertisement content is prohibited: content that demeans, degrades, or shows hate toward a particular race, gender, culture, country, belief, or toward any member of a protected class; content depicting nudity, sexual behaviour, or obscene gestures; content depicting drug use; content depicting excessive violence, including the harming of animals; shocking, sensational, or disrespectful content; deceptive, false or misleading content, including deceptive claims, offers, or business practices; content that directs users to phishing links, malware, or similarly harmful codes or sites; and content that deceives the Users into providing personal information without their knowledge, under false pretences, or to companies that resell, trade, or otherwise misuse that personal information.

Prohibited Advertisements: Advertisements for the following products and services are prohibited: adult products and services (other than contraceptives; see below); cigarettes (including e-cigarettes), cigars, smokeless tobacco, and other tobacco products; products or services that bypass copyright protection, such as software or cable signal descramblers; products or services principally dedicated to selling counterfeit goods or engaging in copyright piracy; get-rich-quick or pyramid schemes or offers or any other deceptive or fraudulent offers; illegal or recreational drugs or drug paraphernalia; counterfeit, fake or bootleg products, or replicas or imitations of designer products; firearms, weapons, ammunition, or accessories; advertisements that promote particular securities or that provide or allege to provide insider tips; any illegal conduct, product, or enterprise; unapproved pharmaceuticals and supplements; prescription drugs; products that have been subject to any government or regulatory action or warning; products with names that are confusingly similar to an unapproved pharmaceutical or supplement or controlled substance; and material that directly advertises products to or is intended to attract children under the age of 13.

Prohibited Advertisements under the Drugs and Magic Act: subject to the provisions of the Drugs and Magic Act, no person shall take any part in the publication of any advertisement referring to any drug which suggest or are calculated to lead to the use of that drug for – the procurement of miscarriage in women or prevention of conception in women; or the maintenance or improvement of the capacity of human beings for sexual pleasure; or the correction of menstrual disorder in women; or the diagnosis, cure, mitigation, treatment or prevention of any disease, disorder or condition specified in the schedule of the Drugs and Magic Act, or any other disease, disorder or condition (by whatsoever name called) which may be specified in the rules made under the Drugs and Magic Act; or provided that no such rule shall be made except, – (i) in respect of any disease, disorder or condition which requires timely treatment in consultation with a doctor or for which there are normally no accepted remedies; or prohibition of misleading advertisements relating to drugs; subject to the provisions of the Drugs and

Magic Act, no person shall take any part in the publication of any advertisement relating to a drug if the advertisement contains any matters which: directly or indirectly gives a false impression regarding the true character of the drug; or makes a false claim for the drug; or is otherwise false or misleading in any material particular.

It is hereby clarified that that the Third Party Advertisers will comply with all the provisions of the Drugs and Magic Act and the rules made thereunder. Further, it is agreed that the Third Party Advertisers shall be solely responsible for any penalty or any action taken by the governmental authorities for non-compliance with the Drugs and Magic Act and the rules made thereunder. Restricted Advertisements: Advertisements in the following categories are restricted and require approval on a case-by-case basis:

Advertisements that promote or reference alcohol;

Advertisements for online dating services;

Advertisements for gambling and games of skill;

Advertisements for lotteries;

Advertisements for financial services;

Advertisements for contraceptives;

Advertisements for online pharmacies or pharmaceuticals;and

Political advertisements.

Testimonials & Endorsements: any testimonials and endorsements contained in advertisements must

comply with all applicable law(s), industry codes, rules, and regulations. For example, a clear and conspicuous disclaimer is required if an endorser's results were atypical or if the endorser was paid; med2myhome recognizes and maintains a distinct separation between advertising and sponsored content and editorial content. All advertising or sponsored content on the Website of the Company will be clearly and unambiguously identified; and a click on an advertisement may only link the User to the website of the Third Party Advertiser(s).

Editorial Policy for the Website – As part of the Services, med2myhome provides med2myhome Content on the Website targeted at general public for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. med2myhome Content is subject to the following rules/

### 33. Information:

Med2myhome Content is original and is relevant to the general public; topics for med2myhome Content are selected by Our board of qualified experts consisting of certified medical experts, pharmacist and medical professionals; topics for med2myhome Content are chosen on the basis of current health news, drug alerts, new drug launches, latest medical findings published in peer-reviewed medical journals, such as 'The Journal of the American Medical Association', 'The New England Journal of Medicine', 'The Lancet', 'Pediatrics',

'Diabetes Care', and many others; editorial board (as mentioned below) takes into account the latest trending health and wellness topics like dengue, swine flu, seasonal allergies, new vaccines, public awareness trends like breast cancer awareness month," and 'Healthy Heart Month'; as well as emerging health and nutrition trends like health benefits quinoa, use of BGR 34 for managing diabetes, alternative medicine like ayurveda, homeopathy and much more; med2myhome maintains principles of fairness, accuracy, objectivity, and responsible, independent reporting; the member of med2myhome has to fully disclose any potential conflict of interest with any of the Third Party Service Providers; Med2myhome's editorial staff holds the responsibility of providing objective, accurate, and balanced accounts of events and issues; and

### 34. OTHER TERMS

Your Profile, Collection, Use, Storage and Transfer of Personal Information: Your med2myhome profile is

created to store record of Your Consultations and Your personal health information online, including history, health conditions, allergies and medications.

Any information provided as part of a web Consultation or obtained from use of the Services by You becomes part of Your med2myhome record. You agree to provide accurate information to help Us serve You best to Our knowledge, to periodically review such information and to update such information as and when necessary. med2myhome reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Website according to its internal record retention and/or destruction policies. You might be contacted via email to review the information provided by You for Apnidawaa's record or for the Services. Please make sure You provide a valid email-id and You update it as and when needed.

For additional information regarding use of information about You, please refer to the Privacy Policy. The terms "personal information" and "sensitive personal data or information" are defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and are reproduced in the Privacy Policy. The Privacy Policy sets out:

The type of information collected from Users, including sensitive personal data or information;

The purpose, means and modes of usage of such information; and how and to whom med2myhome will disclose such information.

The Users are expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of: the fact that the information is being collected;

The purpose for which the information is being collected;

The intended recipients of the information;

The name and address of the agency that is collecting the information and the agency that will retain

the information; and the various rights available to such Users in respect of such information.

Apnidawaa shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the Users to med2myhome or any other person acting on behalf of med2myhome.

The use of the Website involves every Users' registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. The other information collected by med2myhome from Users as part of the registration process is described in the Privacy Policy. The consent and revocation procedures in relation to the same are set out in the Privacy Policy.

The Users are responsible for maintaining the confidentiality of the Users' account access information and password. The Users shall be responsible for all uses of the Users' account and password, whether or not authorized by the Users. The Users shall immediately notify med2myhome of any actual or suspected unauthorized use of the Users' account or password.

If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or med2myhome has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, med2myhome shall have the right to suspend or terminate such account at its sole discretion.

Med2myhome may disclose or transfer User Information (as defined in the Privacy Policy) to its affiliates in other countries, and You hereby consent to such transfer. The SPI Rules only permit med2myhome to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by med2myhome as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between med2myhome or any person on its behalf and the user or where the User has consented to data transfer.

By accepting these Terms of Use and by registering on the Website, You consent to be contacted by Us and by the Third Party Service Providers and You further consent to receive emails and messages (SMS) notifications and information at any time from Us and from Third Party Service Providers.

### 35. Payment, Fees and Taxes:

Registration on the Website and the access to the information provided on the Website is free. med2myhome does not charge any fee for accessing, browsing and buying through the Website. You agree to make all payments directly to the respective Third Party Pharmacies for purchase of Pharmaceutical Goods and Services from such Third Party Pharmacies. The Third Party Pharmacies may choose to either personally collect such payment from You or may use the services of collection agents duly appointed in this regard.

You agree and acknowledge that You shall not hold med2myhome responsible for any loss or damage caused to You during the process, due to any acts or omission on the part of third parties viz. the Third Party Pharmacies or the collection agents or for any actions/ omissions which are beyond the control of Med2myhome.

In relation to the diagnostic services being availed from the Website, Third Party Labs agree to pay all package fees, consulting fees and other fees applicable to the Third Party Labs use of such Services and the Third Party Labs shall not circumvent the fee structure. The fee is dependent on the package that the Third Party Labs purchase and not on actual usage of the Services.

In relation to the Users using the diagnostic Services, the Users agree to make all payments directly to the respective Third Party Labs for use of the diagnostic Services from the Website. You agree and acknowledge that You shall not hold med2myhome responsible for any loss or damage caused to You during the process, due to any acts or omission on the part of the Third Party Labs' any actions/ omissions which are beyond the control of Med2myhome.

Each User / Third Party Service Providers are solely responsible for payment of all taxes, legal compliances, statutory registrations and reporting. med2myhome is in no way responsible for any of the taxes except for its own income tax.

The subscription fees for the Services, if any charged by Apnidawaa, could be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. med2myhome is not responsible for any loss or damage caused to User/ Third Party Service Providers during this process as these third parties are beyond the control of Med2myhome.

The fees could also be paid offline and be either collected personally from the User/ Third Party Service Providers or required to be mailed to med2myhome at the following address: Med2myhome.com All fees are exclusive of applicable taxes.

Med2myhome reserves the right to modify the fee structure by providing on the Website which shall be considered as valid and agreed communication.

In order to process the payments, med2myhome might require details of User's/ Third Party Service Providers' bank account, credit card number etc. Please check Our Privacy Policy on how med2myhome uses the confidential information provided by Users.

Return, Refund, Cancellation and Shipping charges: We offer return and refund on the products and Services ordered by You on the Website which are subject to further terms and conditions as detailed in the return, refund, cancellation and shipping charges policy ("Return and Refund Policy"). The Return and Refund Policy forms an integral part of these Terms of Use and the Users are requested to carefully read the same.

Covenants: (Covenanters for the purposes of these Terms of Use shall include the Users and the Third Party Service Providers) Each Covenanter undertakes that it shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that - belongs to another person and to which the such Covenanter does not have any right; is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, 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; infringes any patent, trademark, copyright or other intellectual proprietary rights of any third party; violates any law for the time being in force; impersonates another person; harms minors in any way;

Deceives or misleads the addressee about the origin of such messages or communicates any information that is grossly offensive and menacing in nature; contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; is prohibited under applicable law(s) for the time being in force including Drugs Act read with the Drugs Rules, the Drugs and Magic Act, the Indian Penal Code, 1860, as amended from time to time and rules made there under;

And threatens the unity, integrity, defense, 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. You are also prohibited from: violating or attempting to violate the integrity or security of the Website or any med2myhome Content; 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 Apnidawaa;

Intentionally submitting on the Website any incomplete, false or inaccurate information; making any unsolicited communications to other Covenanters; 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;

Attempting to decipher, decompile, disassemble or reverse engineer any part of the Website; copying or duplicating in any manner any of the med2myhome Content or other information available from the Website; and framing or hotlinking or deeplinking any med2myhome Content.

Med2myhome, 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 this Clause 4, shall be entitled to disable such information that is in contravention of this Clause 4 or any provisions of these Terms of Use. med2myhome shall be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

In case of non-compliance with any applicable law(s), rules or regulations, or these Terms of Use or the Privacy Policy by a Covenanter, med2myhome has the right to immediately terminate the access or usage rights of the Covenanter to the Services and to remove noncompliant information.

Liability med2myhome shall not be responsible or liable in any manner to the Users or any Third Party Service Providers (collectively referred to as the "Other Parties") for any losses, damage, injuries or expenses incurred by Other Parties as a result of any disclosures made by Med2myhome, where Other Parties have consented to the making of such disclosures by Med2myhome.



If the Other Parties had revoked such consent under the terms of the Privacy Policy, then med2myhome shall not be responsible or liable in any manner to the Other Parties for any losses, damage, injuries or expenses incurred by the Other Parties as a result of any disclosures made by med2myhome prior to its actual receipt of such revocation.

The Other Parties shall not hold med2myhome responsible or liable in any way for any disclosures by med2myhome under Regulation 6 of the SPI Rules. The Services provided by med2myhome or any of its licensors or providers or Third Party Service Providers are provided 'as is', as available, 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).

Med2myhome does not provide or make any representations, warranties or guarantees, express or implied about the Website or the Services. Med2myhome does not verify any content or information provided by the Other Parties on the Website and to the fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the med2myhome Content, Third Party Contents, representations and warranties made by the Other Parties on the Website or any loss arising out of the manner in which the Services have been rendered.

The Website may be linked to the website of third parties, affiliates and business partners. , quality of such websites or made available by/through the Website. Inclusion of any link on the Website does not imply that med2myhome endorses the linked website. Other Parties may use the links and these services at their own risk.

Med2myhome shall not be responsible for the mishaps/missed services due to no service/no show from the Other Parties; med2myhome shall not be responsible for any error in any of the services being provided by the Third Party Service Providers.

Users accept and acknowledge that med2myhome 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/ products and services made available on its Website by Third Party Service Providers, including any guarantee or warranty that such goods/ products

are merchantable;

fit for the purpose of which they are to be (or have been) purchased;

have accurate description;

do not cause any infringement; and

That the Third Party Service Providers have legal title over the goods/products being offered for sale by them on the Website. med2myhome 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 or services offered or provided by the Third Party Service Providers.

The Other Parties further accept and acknowledge that med2myhome does not verify any content or information provided by either the Users or the Third Party Services/ or obtained from the Users or the Third Party Service Providers, and to fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, themed2myhomeContent, Third Party Content, representations and warranties made by the Other Parties on the Website or any opinion or suggestion given or expressed by med2myhome or any Third Party Service Providers in relation to any Services provided by Med2myhome.

Med2myhome assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Other Parties' equipment on account of the Other Parties' 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 any of the Other Party is dissatisfied with the Website, the sole remedy of such Other Party(s) is to discontinue using the Website.

The listing of Third Party Service Providers on the Website is based on numerous factors including Users comments and feedbacks. In no event shall the Protected Entities (as defined herein below) be liable or responsible for the listing order of Third Party Service Providers on the Website.

To the maximum extent permitted by applicable law(s), Med2myhome, 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. In no event shall the Protected Entities be liable for, or in connection with,

the provision of, or failure to provide, all or any products or service

by a Third Party Service Provider to any User; or

any comments or feedback given by any of the Users in relation to the goods or services provided by any Third Party Service Providers; or

any content posted, transmitted, exchanged or received by or on behalf of any User, Third Party Service Providers or other person on or through the Website.

Med2myhome disclaims any liability in relation to the validity of the medical advice provided by the Medical Experts and the validity and legality of the e-prescription for dispensation of medicines.

The Users may share their previous medical history during interaction with the Medical Experts. The Users undertake to share such information at their own risk. med2myhome reserves the right to retain such information for the purpose of providing Services to the Users.

With respect to the Consultation Services, after selection of the type of treatment viz. Homeopathy, Allopathy or Ayurveda along with the specification of the disease by the patient, med2myhome will decide the Medical Expert to whom the query should be directed based on the information shared by the User.

However, in no event the Protected Entities shall be held liable for the losses attributable to such decision making and in no event shall the Protected Entities be liable for any Consultation provided and/or e-prescription issued by the Medical Expert by using the interface of online medical consultancy.

The Users acknowledge that the Protected Entities merely act in the capacity of facilitators between the Other Parties by providing a platform for them to interact and transact. In no event shall the Protected Entities be held liable for any of the losses attributable to Services offered through the Website.

In no event shall the total aggregate liability of the Protected Entities to any Other Parties 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 these Terms of Use or any Other Parties' use of the Website exceed an aggregate amount of INR 1/- (Indian Rupees One only).med2myhomeaccepts no liability for any errors or omissions on behalf of the Other Parties.

In no event shall the Protected Entities be liable for failure on the part of the Users or Third Party Service Providers to provide agreed services or to make himself/herself available at the appointed time, cancellation or rescheduling of appointments. In no event shall the Protected Entities be liable for any comments or feedback given by any of the Users in relation to the services provided by a Third Party Service Providers.

### 36. Indemnity

The Covenanters agree to defend, indemnify and hold harmless Med2myhome, the Protected Entities, 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

Covenanters access to or use of Website;

Covenanters violation of these Terms of Use or any applicable law(s);

Covenanters violation of any rights of another person/ entity, including infringement of their intellectual property rights; or

Covenanters conduct in connection with the Website.

### 37. Modification of Website

Med2myhome reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice. Other Parties agree that med2myhome will not be liable for any modification, suspension or discontinuance of the Website or any other part thereof.

Intellectual property rights All the intellectual property used on the Website except those which have been identified as the intellectual properties of the Other Parties shall remain the exclusive property of the Company.

The Other Parties agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Website or the materials therein.

The materials on the Website or otherwise may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

Compliance of Applicable Law While communicating/ transacting with each other through the Website, the Other Parties shall at all times ensure full compliance with the applicable provisions of the Contract Act, IT Act, IG Guidelines, Drugs Act read with the Drug Rules, Drugs and Magic Act, The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957, Pharmacy Act, Consumer Protection Act, 1986, SPI Rules, etc ("Captioned Laws").

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 Pharmaceutical Good and 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.

The Users must also ensure that the prescription uploaded on the Website or emailed to med2myhome 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 Third Party Service Providers or to Med2myhome, as a result of any dispensation of Prescription Drugs by the Third Party Service Providers owing to the non-compliance by the User in this regard.

Termination (Parties for the Purpose of these Terms of Use shall collectively mean the Other Parties and Med2myhome) The provisions of these Terms of Use shall continue to apply until terminated by either of the Party as set for below: In case of Other Parties wanting to terminate these Terms of Use, Other Parties may do so by: not accessing the Website; or closing their accounts for all of the Services that they use.

Med2myhome reserves the right to, at any time, and with or without notice, terminate these Terms of Use against each of the Users or the Third Party Service

Providers or the Other Parties as a whole, if there is: breach any of applicable law(s), including but not limited to the Captioned Laws or the provisions of these Terms of Use or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the Other Parties from time to time (or have acted in a manner that clearly shows that Other Party(s) do not intend to, or are unable to, comply with the same); or

Med2myhome is unable to verify or authenticate any information provided to med2myhome by Other Party(s); or med2myhome believes, in its sole discretion, that Other Party(s) actions may cause legal liability for med2myhome (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or are contrary to the interests of the Website; or med2myhome is required to do so by law; or

If Other Party(s) fail to provide (or after providing such consent, later revoke) the consents necessary or desirable for med2myhome to provide the Services to the Other Party(s); or

The provision of the Services to the Other Party(s), or to the general public, is in Med2myhome's opinion, no longer commercially viable; or med2myhome has elected to discontinue, with or without reason, access to the Website or the Services (or any part thereof).

Med2myhome may also terminate or suspend (temporarily or permanently) all or a portion of Other Party(s) 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 Other Party(s) account may include: (i) removal of access to all offerings within the Website or with respect to the Services; and (ii) barring Other Party(s) from further use or access of the Website or of any of the Services.

Once terminated or suspended (temporarily or permanently), Other Party(s) may not continue to use the Website under the same account, a different account or re-register under a new account.

Upon termination of these Terms of Use, med2myhome shall have no obligation to maintain or provide any of Other Party(s) data and may thereafter, unless legally prohibited, delete all of Other Party(s) data in its systems or otherwise in its possession or under its control, including but not limited to Other Party(s) personal information, log-in ID and password, order details (including any prescriptions uploaded) and all related information, files and materials associated with or inside Other Party(s) account (or any part thereof).

Med2myhome reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the Other Party(s) content from the Website with or without ability to access the Website and the other Services, upon any breach by the Other Party(s) of these Terms of Use or if med2myhome is unable to verify or authenticate any information the Other Party(s) submits to Med2myhome, or if the Other Party(s) fail to provide (or after providing such consent, later revokes) the consents necessary or desirable for med2myhome to provide the Services to the Other Party(s).

The right to terminate/ suspend the account is in addition to, and without prejudice to, Med2myhome's right to initiate action against the Other Party(s), in accordance with applicable law.

Force Majeure Other Parties accept and acknowledge that med2myhome 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 med2myhome or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond Med2myhome's reasonable control ("Force Majeure Event").

In the event of any Force Majeure Event arising, Med2myhome, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

**Governing Law and Dispute Resolution** These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles.

Any legal action or proceeding related to Other Party(s) access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Mughalsarai. All disputes will be subject to arbitration at Mughalsarai in English by a sole arbitrator appointed by med2myhome under the Arbitration and Conciliation Act, 1996.

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

Med2myhome cares about you and knows that you care how your information is used and or may be used or shared. By visiting <https://med2myhome.com>, you are accepting and consenting to the practices described in this Privacy Policy. This policy is issued by Med2myhome.com

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.

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.med2myhome.com](http://www.med2myhome.com) website and its mobile applications.



By using this Website, you agree to the terms and conditions of this Privacy Policy. If you do not agree with the Terms and Conditions of this Privacy Policy, please do not proceed further to use this Website. This Privacy Policy is subject to change at any time without notice.

To make sure you are aware of any changes, please review this policy periodically. This Privacy Policy is incorporated into and subject to the Terms of Use.

For the purpose of this Privacy Policy, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Personal Information (defined below) while registering on the Website as a registered User using the computer systems.

#### 1. What Personal Information About You Does med2myhome collect?

The information we learn from customers helps us personalise and continuously improve your experience at Med2myhome. Your information so collected may be used to assist retailers in handling orders, delivery through your agent and ancillary services, process payments, communicate with you about orders, products, services and promotional offers, update our records and generally maintain your accounts with us. We also use this information to improve our platform, prevent or detect fraud or abuses of our website and enable third parties to carry out technical, logistical or other functions on our behalf. Given below are the types of information that we may collect:

**Permission You give Us:** We use third party SDKs in our app. Majority of them are different payment options by which You can make a payment for an order. In order to enhance Your personal and overall experience some of the tools are used therein.

**Third Party tools:** We use third party SDKs in our app. Majority of them are different payment options by which You can make a payment for an order. In order to enhance Your personal and overall experience some of the tools are used therein.

**Information You Give Us:** We receive and store any information you enter on our website or give us in any other way. Click here ([Search](#), [order Medicine](#), [order OTC products](#), [Prescription for medicine order](#) or [diagnostic test](#), [Patient details](#), [Address](#), [Phone Number](#), [Email id](#)) to see examples of what we collect.

You can choose not to provide certain information but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customising your orders, improving our platform, communicating with you.

**Information from Other Sources:** We might receive information about you from other sources and add it to our account information.

**Automatic Information:** We receive and store certain types of information whenever you interact with us. For example, we obtain certain types of information when your Web browser accesses Aprnidawaa.in or advertisements and other content served by or on behalf of med2myhome.com on other Web sites.

By using or continuing to use the med2myhome site You agree to our use of Your information in accordance with this Privacy Policy, as may be amended from time to time by med2myhome at its discretion (including sensitive personal information as per Rule 5(2)(b) of the Information Technology {Reasonable Security Practices & Procedures and Sensitive Personal Data or Information } Rules, 2011 or SPDI Rules).

Sensitive Personal Data or Information “SPDI” so collected and retained (either internally or third-party servers) is necessary for the purposes identified in this Privacy Policy and for providing the services. No unnecessary or additional information is asked for by Med2myhome.

You also agree and consent to us collecting, storing, processing, transferring and sharing information (including sensitive personal information) related to you with third parties or service providers for the purposes as set out in this Privacy Policy.

Does Med2myhome.com share the Information it receives Information about You and the other users of med2myhome forms an integral part of our business. med2myhome may only share the customer information as described below after ensuring that such third party has implemented measures to assure data protection measures and that are either subject to this Privacy Policy or follow practices at least as protective as those described in this Privacy Policy.

Med2myhome has arrangements with third parties (as mentioned below) such as service providers, retailers, payment gateways, logistics partners who may have access to the SPDI but shall not disclose

such SPDI further to any other individual / entity.

Retail partners we have tied up with: : We work closely with affiliated retailers who supply and service your order. These retailers operate at Med2myhome.com or sell medicines and wellness products to you at Med2myhome.com. You can tell when a third party is involved in your transactions and we share customer information related to those transactions with that third party.

Third Party Service Providers: We have tied up with third party service providers, retailers and logistics providers for the fulfilment and delivery of your order(s). Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analysing data, providing marketing assistance, providing search results and links (including paid listings and links), processing card payments and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

Further, they must process the personal information in accordance with this Privacy Policy and as permitted by applicable law.

Protection of med2myhome.com and Others: We release account and other personal information when we believe release is appropriate to comply with applicable law; enforce or apply our Conditions of Use and other agreements; or protect the rights, property or safety of Med2myhome.com , our users or others.

This includes exchanging information with other companies, organisations, government or regulatory authorities for fraud protection and credit risk reduction. Obviously, however, this does not include selling, renting, sharing or otherwise disclosing personally identifiable information from customers for commercial purposes in a way that is contrary to the commitments made in this Privacy Policy.

We may share generic aggregated demographic information not linked to any personal information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above. We may use third party service providers to help us operate our business and the site or administer activities on our behalf, such as sending out newsletters or surveys. We may share your information with these third parties for those limited purposes.

With your consent: Other than as set out above, you will receive notice when personally identifiable information about you might go to third parties and you will have an opportunity to choose not to share such personally identifiable information.

#### How Secure Is Information About Me?

We maintain electronic, physical and procedural safeguards in connection with the collection, storage and disclosure of personal information (including sensitive personal information). Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you.

We work to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input in addition to maintaining security of your information as per the International Standard IS/ISO/IEC 27001 on "Information Technology Security Techniques Information Security Management System-Requirements".

Under certain circumstances, med2myhome shall not be able to take Your prior consent before disclosing Your information in case the information is demanded by government agencies mandated under law to obtain SPDI, or during investigation of cyber incidents, prosecution of offenses etc. med2myhome shall not publish SPDI and keep all information confidential (subject to exceptions where mandated by law or an order of a Court)

#### What Information Can I Access?

Med2myhome.com gives you access to a broad range of information about Your account and Your interactions with Med2myhome.com for the limited purpose of viewing and, in certain cases, modifying, deleting information provided to Med2myhome.

You have the option to opt-out of optional services such as receiving promotional materials etc. and should You desire to opt-in to such services at the time of signing up You can choose do so. This list will change as our website evolves.

Are Children Allowed to Use Med2myhome.com?

Use of Med2myhome.com is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use Med2myhome.com only with the involvement of a parent or guardian. . Notices and Revisions

If you have any concern about privacy or grievances at Med2myhome.com , please contact us with a thorough description and we will try to resolve the issue for you.

Our business changes constantly and our Privacy Policy and the Conditions of Use will change also. You should check our website frequently to see recent changes.

Unless stated otherwise, our current Privacy Policy applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

If you have any concerns or questions in relation to this Privacy Policy, you may address them to our grievance officer at: [support@med2myhome.com](mailto:support@med2myhome.com) Med2myhome.com shall endeavour to resolve Your grievances within one month from the date of receipt of such grievance.

Med2myhome-

Med2myhome is an online medicine delivery website, which allows you to buy healthcare products, OTC products and medical equipment online. With website, from the convenience of your home.

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