

## About Us

### Company Info

With a rich history of pharmaceutical B2B & B2C distribution channel partner of the company since 1995, “**Medishopi Pharmacy Pvt.Ltd.**” has crafted a niche in the fields of pharma and healthcare products.

With over 50 well operated pharmacy outlets throughout the country, we have paved our way into a full swing e-commerce smart pharmacy market place “ **Medishopi.Com**”, currently running in Kolkata and nearby districts of West Bengal.

Apart from just prescribed branded medicines we also deal in several categories including best branded generic medicines, medical devices, personal care, baby care, health food and drinks, sexual wellness, Ayurvedic, herbal and natural products.

### How we are different

Our integrated expertise in fields of pharmaceuticals, technology and regulatory policies enables us to support a wide range of customer initiatives. We have brought together the leading minds from the related industries, including technology, pharmacy, Diagnostic Laboratories, Super SpaDoctors and customer support to make our services stand out of the mob. Our unique advantages are:

- Strong delivery system with fastest reach
- Absolute focus on regulatory policies
- Customer focus approach that benefits them most
- One-stop shop for daily and emergency needs
- Focus on importance and secrecy of customer's information

Our motive is to give our esteemed customer a seamless shopping experience.

### Terms and Conditions

## **Terms and Conditions**

This document is an electronic record, generated in compliance with the terms and rules of the Information Technology Act, 2000. Amended provisions, pertaining to electronic records in various statutes, will be in accordance with the amendments made in the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signature.

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 the website. Please read the following terms and conditions very carefully as your use of the services of this website, the mobile application, both medium also referred to as Medishopi.Com, is subject to your acceptance of and compliance with the following terms and conditions.

**Acknowledgement of Terms:** When you access this website, mobile application you acknowledge that you have read the terms and conditions set forth below and understood that access to this website/mobile application is subject to the provisions of the same. If you do not agree to the terms and conditions set forth below, you should exit this website/mobile application now.

## **Definition**

**Medishopi.Com:** Medishopi.Com means digital health platform consists of Website medishopi.com and Mobile Applications, being controlled and operated by

Medishopi Pharmacy Pvt.Ltd.Registrred Office Plot No.24/7,Banamalipur Road, Barasat, North 24PGS, Kolkata - 700124,  
West Bengal, India

The term website shall include Mobile App.

**Pharmacy:** Pharmacy means an independent retailer working as Retail Chemists & Druggists and holds a valid license to operate as Retailer under the provisions of Drugs & Cosmetics Act, 1940 and rules there under and also holds other required licenses and registration under the provisions of applicable laws, hereinafter also referred as Sellers.

**Lab:** Lab means independent pathology lab having valid license/registration/NOC to operate as Pathology under the provisions of Clinical Establishment Act and other laws.

## **Language of the Terms**

The terms are incorporated herein in English language and Medishopi.Com does not provide you with a translation of the English language version of the Terms and if there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

## **General Information**

It is the duty of the users to read the terms and conditions of Medishopi.Com (which is likely to change from time to time) before accessing it. Wherever the context so requires, 'User', 'you' and 'your' shall relate to any natural or legal person who visits, browses through, accesses, uses, or become a buyer on, the website by providing Registration Data while registering as Registered User using the computer systems. Medishopi.Com allows the User to surf the website or App or making purchases without registering on the Platform. The term "We", "Us", "Our" shall mean Medishopi.Com Limited.

Your use of this website, its tools and information are governed by the following terms and conditions ("Terms & Conditions"). If you use this website, you shall have to follow the policies, terms and conditions that are mentioned in this agreement.

ACCESSING, BROWSING OR OTHERWISE USING THIS WEBSITE INDICATES THAT YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS MENTIONED IN THIS AGREEMENT. SO PLEASE READ THIS AGREEMENT VERY CAREFULLY BEFORE PROCEEDING. Further, any individual, who has agreed to become a Registered User of Medishopi.Com by providing his/her Personal Identification Data, shall agree to abide by the terms and conditions of this website and privacy policy, which is owned and provided by Medishopi.Com.

The information on this website is not intended or implied to be a substitute for professional medical advice, diagnosis or treatment. All content, including text, graphics and information, contained on or available through this website is for general information purposes only. Medishopi.Com makes no representation and assumes no responsibility for the accuracy of information contained on or available through this website and such information is subject to change without notice. You are encouraged to confirm any information obtained from or through this website with other sources and review all information regarding any medical condition or treatment with your physician. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY SEEKING MEDICAL TREATMENT BECAUSE OF SOMETHING YOU HAVE READ ON OR ACCESSED THROUGH ANY WEBSITE.

Medishopi.Com does not recommend, endorse or make any representation about the efficacy, appropriateness or suitability of any specific products, procedures, treatments, opinions or other information that may be contained on or available through this website.

## **Consumer Protection Compliance**

In accordance with the Consumer Protection (E- Commerce) Rules, 2020, requisite information is mentioned below:

- Legal name of the e-commerce entity - **Medishopi.Com**
- Address of its headquarters and all its branches:

- **Registered Office:** Medishopi Pharmacy Pvt.Ltd.Plot No.24/7,Banamalipur Road, Barasat, North 24PGS, Kolkata - 700124, West Bengal, India
- **Corporate Office:**
- Name of Website - www.medishopi.com
- Contact Details of Customer care and Grievance officer are as follows:
  - **Customer Care Support** - For any query or complaint you are requested to contact our customer care by calling +91 8100331313 or sending an Email at care@medishopi.com
  - **Grievance Officer: Mr. Subhasish Nandy**  
**Phone number: +91 8100332323**  
**Email: grievance@medishopi.com**  
**Address:** Plot No.24/7,Banamalipur Road, Barasat, North 24PGS, Kolkata - 700124, West Bengal, India

## Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India, 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 ("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, 2019 and Consumer Protection (E-Commerce) Rules, 2020.
- Poison Act, 1919
- Telemedicine Practice Guidelines, 2020
- Medical Devices Rules, 2017
- Cosmetics Rules, 2020
- NDPS Act, 1985

Any litigation arising out of or in connection with this website shall directly come under the jurisdiction of Bengaluru courts, Karnataka, India only.

## **Membership Eligibility**

Companies/Individuals who are allowed to enter into a legally binding contract within the purview of the Indian Contract Act, 1872, shall be eligible for membership or registration at Medishopi.Com. Our services are not available to individuals below 18 years or to users who have been terminated or removed from the system by team Medishopi.Com for some reason or the other.

Members must be humans. No machines, scripts, or automated services are permitted to become members.

## **Privacy**

Any information provided by our customers is private and confidential. And we respect customers' privacy. By providing your Mobile Number during registration, you agree to being contacted by Phone, SMS, instant messaging or Any Other Channel.

To know more about our privacy policies, visit our privacy policy section. We assume that as a responsible user you agree to abide by our privacy policies.

## **Other Services**

### **Diagnostics Services:**

Medishopi.Com facilitates the Users to avail diagnostic test/ packages facilities offered by Third Party Service Providers through the Website. Such Third Party Service Providers may also offer other services in relation to the diagnostic test/package facilities including but not limited to sample collection, home collection, conducting tests, generating, and delivering lab reports etc (collectively, "Diagnostic Services"). Medishopi.Com is not and shall not be responsible for any Diagnostic Services offered, performed or delivered by the Third Party Service Providers and does not deal with any of Third Party Service Providers' client or patient managed by Third Party Labs through the Website and only provides facilitation Services to the Users through the Website.

Notwithstanding anything to the contrary contained herein, Third Party Service Providers alone shall be liable for dealings and interaction with Users contacted or managed through the Website and Medishopi.Com shall have no liability or responsibility in this regard. Medishopi.Com does not endorse any tests included in the Diagnostic Services nor guarantees or makes any representation with respect to the correctness, completeness or accuracy of the tests conducted and reports generated by the Third Party Service Providers. Third Party Service Providers are solely responsible for ensuring compliance with laws applicable to provision of Diagnostics Services by them.

### **Teleconsultation Services:**

For products and services which are required to be prescribed by qualified professionals under law, Medishopi.Com allows processing of such orders on the website only on confirmation by the

Sellers that a valid prescription has been uploaded by you. In cases where the prescriptions uploaded by you are invalid, illegible, or expired or if prescription is not uploaded by you, we may, through third-party vendors connect You with third-party professionals ("Professional") who have represented that they have the requisite qualifications under law and are suitable to deliver the health care advice that may be required to rectify the prescription, in case of invalid/illegible/expired prescription or issue a prescription in case prescription is not uploaded by you, based on the information that You provide to them ("Teleconsultation Services").

You agree and acknowledge that you will be redirected to the Teleconsultation Services only in limited cases where prescription validation or prescription issuance is required, and they should not be treated as a replacement for obtaining medical advice from your doctor or uploading valid prescriptions on the website. The words "Your Physician" or "Your Doctor" or "Healthcare Provider" or similar words on the Website, shall mean any registered medical Professional with whom the User has a doctor-patient relationship off the website. The Teleconsultation Services and any issue or non-issue of prescription or issue of alternate drugs in the prescription will be at the sole discretion of the Professional and Medishopi.Com has no relation to or influence on the Teleconsultation Services or the Professionals. It may be determined by the Professional that the Teleconsultation Services are not the right mode for evaluating or diagnosing your medical condition or that a prescription cannot be issued through the Consultation Services, in which case, the order may not be processed any further on the website as orders requiring prescription are not processed without a valid prescription. Medishopi.Com shall not be responsible for processing of such orders, and you agree that such situations do not amount to a deficiency in services of the website. Further, the Professional is also entitled under law to determine the medium of such Consultation Services, whether through text, audio or video media, in which case you provide your explicit consent to receive the Consultation Services through the medium determined by Professional, failing which the Professional has the right to refuse the Consultation Services. You agree and acknowledge that Medishopi.Com shall not be responsible for any loss, damage, injury, inconvenience caused to you or any other party due to or arising out of, the refusal of Consultation Services by the Professionals or due to unavailability of the Consultation Services at any time by the third-party vendor.

The Consultation Services are provided on 'as is' or 'as available' basis only, without any warranties or representations from Medishopi.Com. Therefore, You are free to confirm the advice rendered through the Consultation services with Your Doctor. You agree and acknowledge that the third-party vendor through which You are connected with the Professionals for Consultation Services as well as the Professionals themselves are independent contractors, whose services are being availed by You upon Your implied/ explicit consent and hence, Medishopi.Com, in no event, shall be directly or vicariously liable for any advice, medical consultancy or any other loss arising pursuant to Your engagement with such third parties. Your reliance on such Consultation Services, Professionals, medical advice and/or prescriptions issued pursuant to the Consultation Services is solely Your responsibility and at Your sole discretion, and Medishopi.Com assumes no responsibility and/or liability in relation to Your consultation/communication with such Professionals, including but not limited to the quality of services offered by such Professionals, which shall at all times be at Your sole risk and responsibility.

Further, it is Your responsibility for ensuring that the information submitted is accurate and the Medishopi.Com shall not make any effort to validate any information provided by You for using the Consultation Services. The Professionals will not be examining You physically and hence it shall be your responsibility to furnish all such information and medical history as sought for by the Professionals to enable them to issue a valid prescription pursuant to the Consultation Services.

In case of your inability or refusal to share appropriate and sufficient information required by the Professionals, the Professionals are enabled under law to refuse to provide the Consultation Services.

By accepting these terms and conditions, You give your explicit consent for processing of your order on the website basis the prescriptions issued by the Professionals pursuant to the Consultation Services. The Professionals at their sole discretion and professional judgment may prescribe alternate drugs or medicine than the ones present in original invalid prescription uploaded by you. You give your explicit consent for your order to be processed on the website basis prescriptions containing alternate drugs, provided such alternate drugs are made available by the Sellers on the website.

We assume no responsibility and/ or liability in relation to the dispensation of the medicines, which shall at all times be at the sole responsibility of the Sellers supplying the medicines to You. Reliance on any information provided on the Website is solely at Your own risk. You should follow the advice of Your Doctor at all times. The Consultation Services are not for use in medical emergencies or for critical health situations and may not be the best solution where a face-to-face consultation is required. In case of emergencies, you should call Your nearest doctor/hospital or any related helpline and seek immediate medical assistance without any delay and should under no circumstances, delay seeking advice from Your nearest doctor/hospital on account of something that the Professional may have prescribed or You may have heard/viewed on the Website.

Medishopi.Com in no event recommends or endorses any specific medicines, tests, physicians, products, procedures, opinions, or other information that may be provided by the Professional and the Medishopi.Com bears no responsibility or liability for the correctness and genuineness of any such advice or prescriptions provided by the Professional, and the Professional shall solely be responsible and liable for the same. The opinions, statements, provided by the Professionals shall not reflect the opinions of Medishopi.Com, its affiliates etc. Medishopi.Com also makes no warranty that the Consultation Services will meet Your requirements, or that the Consultation Service(s) will be uninterrupted, timely, secure, or error free. You understand and agree that Medishopi.Com will not be liable for your interactions and associated issues with the Professional; the ability or intent of the Professionals, in fulfilling their obligations towards you; any wrong medication or quality of treatment being given by the Professionals, or any medical negligence on part of the Professionals; inappropriate treatment, or similar difficulties or any type of inconvenience suffered by you due to a failure on the part of the Professional to provide the Consultation Services. In the event of any non-compliance or malpractice by the Professionals, You affirm that You will bring to our immediate attention, any such incidence, for us to take necessary actions required under applicable laws and raise it with the third-party vendors. Further, You affirm that You shall not take any action against the Medishopi.Com for any acts (or omission) of the Practitioners.

Further, the recordings and logs of the Consultation Services may be retained by the third-party vendors as per their privacy policy or Professionals as required under law. Kindly refer to the policies followed by the third-party vendors or consult the Professionals on the nature and extent of data retained by them. It is clarified that Medishopi.Com does not have access to any exchange, interaction, information, data, medical history etc that you may share with the Professionals as part of the Consultation Services or the recordings of the Consultation Services sessions. Please see our privacy policy page, for more information on storage, use, and

protection of sensitive data and personal information that may be included in prescriptions that are redirected by the Professionals to the website.

## **Account and Registration**

To become a registered user at Medishopi.Com, you need to open an account with us. Remember, it is the user's responsibility to keep his/her password and account details confidential. You also agree to accept responsibility for all activities that occur under Your Account or Password. Medishopi.Com shall not be liable for any loss or damage, which may take place if the user fails to protect his/her account details or password. In case you notice suspicious activities that threaten disclosure of your account details, please contact us immediately at [care@medishopi.com](mailto:care@medishopi.com). If Medishopi.Com has reason to believe that there is likely to be a breach of security or misuse of the website; then, we may ask you to change your password or, we may also, deactivate your account without your consent.

You also agree to:

Provide accurate, current and complete information about yourself, known as "Registration Data", while registering as a new user on Medishopi.Com.

Maintain and regularly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Medishopi.Com has reasonable grounds to suspect that such information is untrue, inaccurate, and not updated; then, this may result in the termination of your user membership at Medishopi.Com.

By creating this account, you agree to receive communications from us via promotional SMS, Emails, Push Notifications, Telephone and Chat at any time. You consent to be contacted by us in case of any order or shipment or delivery related updates and/or to update you about new offers and promotions.

We will take sufficient care in not sharing your personal information to any third party to initiate any promotional Phone Calls/SMS/Emails. If you, at any time, wish to discontinue receiving communications from us, you agree to notify us by email at [care@medishopi.com](mailto:care@medishopi.com) with the Subject Line "Unsubscribe".

## **Maintenance**

This website may at its sole discretion and without assigning any reason whatsoever at any time deactivate or/and suspend the User's access to this website and/or the Services (as the case may be) without notice to carry out system maintenance or/and upgrading or/and testing or/and repairs or/and other related work. Without prejudice to any other provisions of this Agreement, this website shall not be liable for any loss or/and damage or/and costs or/and expense that the User may suffer or incur, as a result of such deactivation or/and suspension.

### **Discontinuation or Modification to Services**

This website reserves the unilateral right to add to /and/or change and/or delete and/or end the Service at anytime with or without notice to the User. There shall be no liability on behalf of this



website to the User or any third party in case this website exercises its unilateral right to modify or discontinue the Service.

## **User Conduct**

### **You Agree and Confirm**

**1.** That you will use the services provided by Medishopi.Com, its affiliates, consultants and contracted companies for lawful purposes only and comply with all applicable laws and regulations while using this website and transacting on this website.

**2.** That you will provide true, accurate, complete and current information in all instances when such information is requested from you. Medishopi.Com reserves the right to confirm and validate the information and other details provided by you at any point of time.

If upon confirmation, your details are found not to be true (wholly or partly), Medishopi.Com has the right, in its sole discretion, to reject the registration and debar you from using the Services of Medishopi.Com and / or other affiliated websites without prior intimation whatsoever.

**3.** That you are using your prudent judgment while using Medishopi.Com.

**4.** That you agree to use the Services only for purposes that are permitted by:

- a) The Terms set out herein and

- b) Any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from India or other relevant countries).

**5.** That you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

**6.** That you agree to ensure full compliance with the applicable provisions of the Drugs and Cosmetics Act, 1940, the Drugs and Cosmetics Rules, 1945, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 as amended from time to time. That you shall not engage in any transaction which is prohibited by the provisions of any applicable law including the Drugs and Cosmetics Act, 1940, the Drugs and Cosmetics Rules, 1945, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 as amended from time to time.

Buyer and Seller shall comply with all the applicable laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued thereunder and the Exchange Control Manual as may be issued by Reserve Bank of India from time to time, Customs Act, Information and Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, Prevention of Money Laundering Act, 2002 and the rules made there under, Foreign Contribution Regulation Act, 1976 and the rules made there under, Income Tax Act, 1961 and the rules made there under, Export Import Policy of government of India) applicable to them respectively for using Payment Facility and Medishopi.Com.

**7.** You understand and agree that Medishopi.Com provides only information and knowledge and acts as a bridge between users and the Sellers. All commercial/contractual terms and agreements are between users and Sellers. Medishopi.Com is a communication medium. All

orders are accepted and fulfilled by independent licensed chemist subject to verification of Valid Prescription by the said chemist. By accepting Terms and Conditions to use this Technology Service, you hereby confirm that you are placing order only for fulfilment of valid prescription. Medishopi.Com is not responsible for any breach or non-performance of any contract entered between users and sellers. You agree to indemnify and hold harmless Medishopi.Com, its owners, subsidiaries, licensees, affiliates, joint ventures, third parties and their respective directors, agents, franchisees, suppliers, information providers, employees and their successors from and against any and all claims or demands, actions, liabilities, damage, losses, costs and expenses, including reasonable attorney's fees made by any third party or penalty/penalties imposed due to breach or non-performance or any issues arising from your transaction with the Sellers.

**8.** You understand and agree that exhibit and offer for sale of Medicines, if any, at Medishopi.Com is only by the Pharmacy

**9.** You understand and agree that Medishopi.Com is just a communication platform between you and Lab and other Service Providers.

**10.** That unless you have been specifically permitted to do so in a separate agreement with this website, you agree that you will not reproduce, duplicate, copy, the content of this website for any purpose.

**11.** That you are solely responsible for (and that this website has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which this website may suffer) of any such breach.

**12.** That you have given consent to keep records of telephone calls received from you and made to you for making enquiries, orders or other reasons for the purposes of user administration, research and development, improvement in services, administration of services etc.

### **Limitations of Usage**

This Website cannot be used for any of the following purposes:

- Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, obscene, or otherwise objectionable material.
- Transmitting offensive materials that may violate relevant laws, regulations and ethics of pharmacy.
- Gaining unauthorized access to other computer systems.
- Interfering with any other person's use of the website, its features and services.
- Breaching any applicable laws.
- Interfering or disrupting networks or websites connected to Medishopi.Com.
- Making, transmitting or storing electronic copies of copyrighted materials, design details and colours without the permission of the owner.

### **Prohibited Actions**

The User is restrained from allowing any person other than himself / herself to use the Service.

The User undertakes not to resell or assign his/her rights or obligations under these Terms and Conditions. The User also agrees not to make any unauthorized commercial use of the Service.

The User shall use the Service only for the purpose for which it is subscribed.

The User shall comply with all applicable laws (and shall not contravene any applicable law) of India relating to the Services, including any regulation made pursuant thereto.

The User shall not print, download, duplicate or otherwise copy, delete, vary or amend or use any data or personal information posted by any User on this website except such data and information which are posted by the particular User himself.

The User shall not share the Service with any person without the prior written approval of this website.

The User shall not use the Service for any unlawful purpose including without limitation criminal purposes.

The Service shall not be used to send or receive any message, which is offensive on moral, religious, racial or political grounds or of an abusive, indecent, obscene, defamatory or menacing nature.

The User shall be prohibited in persistently sending messages or make postings on this website to any other User or third party who access this website without reasonable cause or for causing any threat or/and harassment or/and annoyance or/and anxiety or/and any other inconvenience whatsoever caused to any person.

The User shall not infringe on any intellectual property rights of any person / organization or/and retain information in any computer system or otherwise with an intention to do so.

The User agrees not make use of anyone else's Information other than as necessary to complete any this website transactions in which you are involved.

The User shall not violate, or attempt to violate the security of this website and/or any website(s) linked to this website or gain un-authorized access to any information regarded as private by other Users or persons, including but without limitation, to accessing data and information not intended for them or logging onto a server or account which the User is not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication.

The User shall be prohibited to introduce, post, or transmit any information or software, which contains a virus, worm or other harmful component into the internet or this website network system.

The Users shall avail the services of this website or any other related website for lawful purposes alone. Transmission of information or/and conduct in violation of any applicable local or/and state or/and Central or/and foreign law or/and regulation is prohibited. This includes without limitation any unauthorized use of material protected by patent or/and copyright or/and trademark or/and other intellectual property right, material that is obscene or/and defamatory or/and libellous or/and constitutes an illegal threat, or/and violates rights of privacy or publicity, or/and violates export control laws.

## **Communication**

While using Medishopi.Com you agree to communicate with us via electronic medium. We will communicate with you through e-mails, SMS and phone (mobile, landline or any other medium) for all purposes. You agree that all agreements, notices, disclosures and other communications that we provide you electronically, satisfy any legal requirement that such communications be in writing.

## **Modification of Terms & Conditions of Service**

We reserve the right to change these terms and conditions from time to time without informing you. It is your responsibility to review the Medishopi.Com Terms & Conditions regularly.

If you wish to terminate your account due to any modification in the Terms & Conditions or any Policy of Medishopi.Com, you may do so by sending an email, with the subject line "Termination", to the following email address: [care@medishopi.com](mailto:care@medishopi.com)

In the case of inconsistencies between these Terms & Conditions and any information included in off-line materials (for example, promotional materials and mailers), these Terms should always be referred & shall prevail over such information included in the material.

## **Termination and Refusal of Service**

Medishopi.Com may, in its sole discretion, limit user activity by immediately suspending your membership, either temporarily or for an indefinite period without citing any reason.

We may at any time, terminate its legal agreement with you if:

- (A)** You have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to or are unable to comply with the provisions of the Terms); or
- (B)** We are required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (C)** The partner with whom we offer the Services to you has terminated its relationship with us or ceased to offer the Services to you.
- (D)** User actions that may harm or slander other users' actions or pose as a threat to this website.
- (E)** We discover that the user has provided inaccurate and incomplete information.
- (F)** The user attempts to dupe, denigrate, or abuse Medishopi.Com by using the functionalities on the website. A user, once suspended or blocked may not register or attempt to register with us, or use Medishopi.Com or any of its services in any manner whatsoever, until we reinstate the account of that user. Also in case of such termination, we reserve the right to recover any amount due and may take strict legal action, including but not limited to: a referral to the appropriate police or other authorities for commencing criminal or other proceedings against the user.

To terminate the User Agreement from your end, you have to first discontinue your use of this website, its features and services.

To discontinue your use of this website, send us a mail, with "Termination" as your subject line, to [care@medishopi.com](mailto:care@medishopi.com).

By the word "user" we mean "you, or anyone acting on your behalf or under your password".

Medishopi.Com may also, at its sole discretion and at its convenience, discontinue, suspend, modify, restrict or terminate the website or any part of it without issuing any notice to you or any other person.

We also have the right to deactivate or terminate the account of the End User in the event of any conduct which we consider unacceptable, or if the user is found to violate the above Agreement.

## **Product**

This website is only for information and communication purpose. This website provides information and knowledge regarding price and availability of medicines, pharmaceutical, healthcare & other related products and forwards all communication of users among the network of Sellers.

Prices and availability of products are subject to change without prior notice or any consequential liability on the Medishopi.Com. It is discretion of Pharmacy to modify, extend, update or withdraw the offers on products without prior notice to the Users.

## **Delivery**

This website provides its services to the whole of India, subject to the following:

- 1)** Delivery of prescribed medicines is done by Pharmacy against a valid prescription. The Pharmacy can refuse to deliver the order in absence of a valid prescription. Medishopi.Com will not be held liable for refusal of orders by the Pharmacy.
- 2)** Delivery of prescribed medicines, selected pharmaceutical and other related products is only available in Serviceable Pin codes as per logistics partner availability designated as "Serviceable Area".  
  
Currently, we are providing deliveries where "Medishopi Pharmacy" & "medishopi.com" associate stores are present nearby so that deliveries can be done quickly. Customer can enter their pincode in the pincode section to check if delivery service is available in their area or not.
- 3)** OTC, health care and other related products except prescribed medicines will be available across all locations in India.
- 4)** OTC, health care and other related products purchased from the website by a user located outside the serviceable area shall be delivered to the User by standard courier services on behalf of the respective sellers through a logistics partner. If the standard courier services are not available for a particular region/pin code, such order shall not be delivered and the user shall be intimated accordingly.

**5)** The Lab and Other Services shall be available only in the serviceable area as mentioned at the Medishopi.Com from time to time.

**6)** Medishopi sends delivery notifications through SMS, app and other online channels notification when order is placed by the customer, when order is shipped from the store and when order is delivered. Customers can check the notifications for regular updates.

**7)** We charge no delivery fee for orders above Rs. 300. Below Rs. 300 order value, there is a charge of Rs. 35. For payment, COD (cash on delivery) / POD (Pay on Delivery) service is available. These policies will be reviewed periodically by the company.

Medishopi.Com tries to deliver orders in same day ( 2 – 6 hrs.) or latest by next day. However, in case of any inventory challenges or holidays, deliveries may take time. We will try to make these delays as less as possible to keep customer commitments.

## **Payment**

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

Users have multiple payment methods – UPI/Credit Card/Debit Card/Net banking/Third party Wallets and COD. It is at the sole discretion of Medishopi.Com whether to continue/discontinue any kind of payment method.

While availing any of the payment method/s available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- 1.** Lack of authorization for any transaction/s, or
- 2.** Exceeding the preset limit mutually agreed by You and between "Bank/s", or
- 3.** Any payment issues arising out of the transaction, or
- 4.** Decline of transaction for any other reason/s

You understand, accept and agree that the payment facility provided by Medishopi.Com is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, using the existing authorized banking infrastructure and Credit Card payment gateway networks. Further, by providing Payment Facility, Medishopi.Com

is neither acting as trustees nor acting in a fiduciary capacity with respect to the Transaction or the Transaction Price.

All payments made against the services on Medishopi.Com by you shall be compulsorily in Indian Rupees. The Website will not facilitate transaction with respect to any other form of currency with respect to the transactions made on Website.

Credit/Debit Card and Net Banking Payments are processed via our online payment service partners. Please check Our privacy policy on how Medishopi.Com uses the confidential information provided by Users.

We provide link or incorporate SDKs of third-party websites, our online payment service partners, which process your Net Banking/Credit/Debit Card and Third Party Wallet payments. We are not responsible for the availability or proper functioning of such linked pages or sites or SDKs, and we will not be held responsible for any loss or inconvenience encountered as a result of using such links.

You confirm that you are the authorised holder of the credit/debit card or the original account holder for online payments made in the transactions on Medishopi.Com. Medishopi.Com will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of the Your ID/password/credit/debit card number/account details number for using the Website.

### **Medishopi.Com Refund Wallet Terms & Conditions**

This document is an electronic record in terms of Information Technology Act, 2000 and published in accordance with the provisions of Rule 3) 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 the platform - Medishopi.Com (<https://medishopi.com/>) (hereinafter referred to as Platform)

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For these Terms of Use, wherever the context so requires You or User shall mean any natural or legal person who has agreed to become a buyer on Platform by providing data while registering on the Platform as Registered User. The term Medishopi.Com, We, Us, Our shall mean Medishopi.Com and its affiliates.

### **Medishopi.Com Refund Wallet Terms & Conditions:**

1. You may avail the services of the Medishopi.Com Wallet upon successful registration and creation of an Account on the Medishopi.Com App or Website. Medishopi.Com Wallet is powered by underlying prepaid payment instrument (PPI) as mentioned in the terms and conditions of Medishopi.Com shared at <https://medishopi.com/>
2. The currency of issue of the Medishopi.Com Wallet shall be Indian Rupees (INR).

3. You can reload the Medishopi.Com Wallet by using only those modes of payment as enabled by Us.

(i) Medishopi.Com Wallet can be topped up by taking refunds for items returned which were paid via Cash on Delivery (COD) option (ii) By topping up Medishopi.Com Wallet via the purchase of a Gift Card with Online Payment Instruments i.e. Net Banking, Debit Cards, Credit Cards, UPI etc (iii) Adding Medishopi.Com Gift Cards to Medishopi.Com Wallet account.

These payment modes may be revised by Us from time to time at Our sole discretion.

4. When You opt to load money into Medishopi.Com Wallet, You will be required to provide certain information like email ID, phone number, address etc ("Payment Details") for the purpose of reloading. These Payment Details may be passed to the Gift Card partner towards Your KYC. You acknowledge and agree that by providing such Payment Details, You authorize Us to reload Your Medishopi.Com Wallet. The Payment Details You provide must be true, complete, current and accurate. We do not bear any liability for the consequences if You provide false, incomplete or incorrect Payment Details.
5. You represent and warrant that You are legally and fully entitled to use any debit card, credit card, bank or any other mode that You may use to load funds into Your Medishopi.Com Wallet. We shall not be held responsible in case You don't have sufficient funds or authorized access to use such payment modes to load Your Medishopi.Com Wallet.
6. The limits of Medishopi.Com Wallet Top-up through each gift card shall not exceed Rs.10,000/-. You shall provide the minimum details as required by Us. The amount outstanding at any point of time in Your Medishopi.Com Wallet does not exceed Rs 50,000/-
7. You hereby authorize Us to hold, receive and disburse funds in Your Medishopi.Com Wallet in accordance with any payment instructions We receive from You.
8. Medishopi.Com Wallet may not be applicable to purchase of all the items, including Gift Cards, available on the Medishopi.Com platform and may be limited only to items sold by specific sellers.
9. All Transactions shall be subject to the following:

A. The amount of the outstanding balance existing in the Medishopi.Com Wallet at the time of initiating a Transaction, (ii) the RBI Regulations, and/or (iii) any other limits/ conditions as may be prescribed by Us from time to time.

B. Medishopi.Com Wallet shall be available only on the following operating systems: Android, IOS, Medishopi.Com Websites.

C. Transfer of funds from Your Medishopi.Com Wallet to another users' Medishopi.Com Wallet shall not be permitted.

10. Your Medishopi.Com Wallet shall be valid and operational for a period of 1 (one) year from the date of activation/issuance to You, until suspended/ terminated by Medishopi.Com in accordance with these User Terms, unless the validity of the Medishopi.Com Wallet is extended by Us at Our discretion.



11. The maximum permissible period of non-use of the Medishopi.Com Wallet (Permissible Dormant Period) shall be 1 (one) year either from the date of issuance or from the date of the last use of the Medishopi.Com Wallet, whichever is later. You agree that any outstanding balance in Your Medishopi.Com Wallet shall be forfeited at the time of expiry of the Medishopi.Com Wallet or at the time of suspension/termination of Your Medishopi.Com Wallet for any reason whatsoever. Information about the forfeiture of Your Medishopi.Com Wallet balance (due to the impending expiry of Your Medishopi.Com Wallet) shall be intimated to You at reasonable intervals, during the 45 (forty five) days period prior to the expiry of Your Medishopi.Com Wallet. The intimation shall be sent to Your registered e-mail address or phone number shared as Payment Details. We shall not be held responsible or liable for any failure of delivery of the intimation to You.
12. You expressly agree and acknowledge that You shall have no claims against Us for the balance forfeited from Your Medishopi.Com Wallet.
13. Any and all claims shall be governed by the laws of India and the courts at Kolkata shall have sole jurisdiction.
14. Please note that you can only use Medishopi.Com Wallet to buy products from your registered account on the Medishopi.Com app or website. Medishopi.Com Wallet cannot be:
  - a. Used for payment of orders placed on other Medishopi.Com accounts.
  - b. Transferred to any other Medishopi.Com User's account, bank account, or wallets, etc.
  - c. Medishopi.Com may unilaterally terminate Your account on any event as mentioned in the Terms Of Use. Any credits earned through loyalty or referral program, Medishopi.Com Wallet, and pending refunds if any will be forfeited in such case.

#### **Medishopi.Com Wallet Terms & Conditions:**

1. Once the order is successfully delivered, Cashback will be issued within 10 days of order delivery date.
2. Cashback issued against an order will be valid till 60 days from the day of the issuance.
3. If the order is cancelled (before delivery), cashback will not be issued.
4. Medishopi.Com plus reserves its absolute right at any time to add, alter, withdraw, modify, change or vary any or all the terms and conditions of the offer at it's sole discretion and the same shall be binding on the customer at all the times

All orders would be subject to availability at the time of purchase and will be governed by the standard terms and conditions on Medishopi.Com.com. In case of return of the purchased item, please refer to the "Return Policy" on our website or call Medishopi.Com Customer Care.

#### **Return, Cancellation and Refund**

**Return Policy:**

- Customers can initiate return using App, Website, and Mobile Site.
- Customers can initiate return within 30 days from Order Delivery unless otherwise stated on the product description page

**Terms and Conditions:**

- The product in the form of liquid must be returned to Seller (Smart Health Xpert / SHX) with proper packing.
- Products being returned should be in good condition otherwise it will not be accepted by the Seller (Smart Health Xpert / SHX).

**Products that cannot be returned:**

- The product that is in unsealed/opened/used condition.
- Products marked as Non-returnable.
- All temperature controlled products (like Insulin, Injection, Temperature Controlled Eye Drops, Chocolates etc.).

**Other Terms Feedbacks and Suggestions**

We appreciate feedback and suggestions from our users. However, Medishopi.Com reserves the right to control and monitor the posting of all feedbacks and suggestions from the user end. Once posted, the contents will be treated as "public" and we take no responsibility for any content posted by a user or any third party. We are also under no obligation, whatsoever to respond to any content posted on our site.

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**B) From the user to the website** The User shall give out to this website a non-exclusive, worldwide, royalty-free, irrevocable, sub-license able (through multiple tiers) right to exercise all copyright and publicity rights, in any existing or future media, known or unknown, over the material or User Data displayed in your listings.

For the purpose of this Agreement, "User Data" shall mean all information (if any) submitted by the User to this website.

You understand that Medishopi.Com, in performing the required technical steps to provide the Services to its users may:

- a) Transmit or distribute your content / information over various public networks and in various media; and
- b) Make such changes to your content / information as are necessary to conform and adapt that content / information to the technical requirements of connecting networks, devices, services or media.

You agree that this license shall permit Medishopi.Com to take these actions.

### **Website Security**

Users are forbidden from breaching or attempting to breach the security of Medishopi.Com, including but not limiting to:

Use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website;

Accessing data that is not intended for you or logging onto a server or an account, which you are not authorized to access;

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

Attempting to interfere with the service of any other user, host or network,( including but without limitation), via means of submitting a virus to the Website(Medishopi.Com), 'overloading', 'flooding,' 'spamming', 'mail bombing' or 'crashing';

Sending unsolicited email, including promotional mails and/or advertising products or services without our consent.

Forging any TCP/IP packet header or any part of the header information in any email or news group posting.

You further agree not to use or attempt to use any engine, software, algorithm, methodology, tool, agent or other device or mechanism (including but not limited to browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Website other than the search engine and search agents available from Medishopi.Com and other available third party web browsers (e.g., Netscape Navigator, Microsoft Internet Explorer, Google Chrome).

BREACH OF SYSTEM OR NETWORK SECURITY OR ILLEGITIMATE ACCESS TO ANY PORTION OF THE WEBSITE, ANY OTHER SYSTEM OR NETWORKS CONNECTED TO THE WEBSITE OR TO ANY OF THE SERVICES OFFERED ON OR THROUGH THE WEBSITE, MAY RESULT IN CIVIL OR CRIMINAL LIABILITY.

### **Indemnity**

You agree to indemnify and hold harmless Medishopi.Com, its owners, subsidiaries, licensees, affiliates, joint ventures, third parties and their respective directors, agents, franchisees, suppliers, information providers, employees and their successors from and against any and all claims or demands, actions, liabilities, damage, losses, costs and expenses, including reasonable attorney's fees made by any third party or penalty/penalties imposed due to breach of the Terms & Conditions, privacy policy and of Medishopi.Com, or your violation of any law, rules and regulations or the rights of Medishopi.Com or any third party due to any activity related to your account by you or any other person accessing the service by using your account.

The User unilaterally agrees to indemnify and hold harmless, without objection, Medishopi.Com, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from the User's use of this website or User's breach of the terms of this terms and conditions.

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The User shall ensure that while using the Service, all prevailing and applicable laws, rules and regulations, directly or indirectly for the use of systems, service or equipment shall at all times, be strictly complied with by the User and this website shall not be liable in any manner whatsoever for default of any nature regarding the same, by the User.

**This limitation applies to anything related to:**

**The service,**

Viruses or other disabling features that affect your access to or use of the service, Incompatibility between the service and other services, software and hardware, Delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and Claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

**It also applies even if:**

This remedy does not fully compensate you for any losses, or fails of its essential purpose; or Medishopi.Com knew or should have known about the possibility of the damages.

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This website is a technology platform which works as communication medium between Users and Sellers. This website itself is not to sell, to stock, to exhibit or to offer for sale or to distribute products or drugs. This website is providing information and communication with Sellers who have represented to Medishopi.Com that they have due eligibility, qualifications, licenses, and authorizations under applicable law to provide such information and communication. All communications from Users are being forwarded to the Sellers and all sale, stock, exhibit or offer for sale or distribution is only made from the Sellers. No communication from either User side or Seller is final and binding on Medishopi.Com. Such communications are only in the form of enquiry and indent and are subject to confirmation by the Sellers. All agreements and contracts are being entered only between such Sellers and Users.

No order for medicine on Medishopi.Com website shall be or is being received without a valid Prescription. All the orders and Prescription are being first forwarded to the Sellers who verify the Prescription through duly qualified pharmacists and approve the order and then only medicines are dispensed to the Users, as represented by the Sellers to Medishopi.Com.

Best efforts have been employed to ensure that the information available on the website is accurate and complete. Nevertheless, it is the duty of Users to read the terms and conditions (and other applicable policies) of this website (which is likely to change from time to time) before taking any action with respect to the website including but not limited to accessing, using or communicating through the website.

Our main objective is to connect our Users to Sellers. We will neither be responsible for guaranteeing the quality of the medicines and healthcare products nor will be liable for any deficiencies/ defects in the same. Product warranty/guarantee, offered by the manufacturer/s and specified in the product specification section, will be the responsibility of the manufacturer(s) only.

The prices of various items and their availability on our website are subject to change from time to time without any advance notice to Users, for reasons including but not limited to change in price by the manufacturer and/or due to any Governmental policies.

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Medishopi.Com assumes no responsibility or liability for any consequence resulting directly or indirectly for any action or inaction you take based on or made in reliance on the information, services, or material on or linked to this website.

We have placed responsibility on the sellers for listing products on the website, to take care that the products / medicines listed here are from reliable manufacturers. Medishopi.Com shall not be responsible for any misbranded/spurious/adulterated products that any a seller may list or sell through the website. There may be alternate brands available for the same product intended for specific medical conditions. Please consult your doctor in case you have questions on the exact product brand that you require. You may also talk to your doctor about alternative products / medicines. For all purposes and under all circumstances, you must leave all medical decision related to the product and your health to your doctor.

All drug information provided here refers to generic pharmacology. Although reasonable care has been taken in verifying details provided on the products, as this information is taken from third parties, the website does not take any responsibility for accuracy for each brand, which may have different specification or usage for the same product and also does take any responsibility for meticulous precision inputs for brands, which have different specifications for the same product. The information provided here is only to help Users get a general view of the drug(s) they are consuming. The drug information provided on our website refers to the generic chemical content in the product and may not necessarily apply to the brand completely. Listing of Information that is specific to the brand or the sellers is the responsibility of the sellers on the website.

You specifically agree that Medishopi.Com shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received. You specifically agree that Medishopi.Com is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that Medishopi.Com is not responsible for any content sent using and/or included in this website by any means.

In case there is any loss of information, caused due to any reason, whether as a result of any disruption of service, suspension and/or termination of the Service, Medishopi.Com shall not be liable in any way for the same. Further, Medishopi.Com is not responsible for the accuracy, quality and/or contents of any information available, received and/or transmitted through this Service.

If you are dissatisfied with this website or with any terms, conditions, rules, policies, guidelines, or practices of Medishopi.Com in operating this website, you understand and acknowledge that your only, sole and exclusive remedy is to discontinue using the website.

### **Interpreting the Contract**

**All parts of this contract apply to the maximum extent permitted by law.** A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

### **Assignment**

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

### **No Third Party Beneficiaries**

This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns under this contract.

### **Remedies**

In the event that the User breaches any of the above-mentioned covenants, this website shall have the right to delete any material relating to the violations without prior notice to the User. This website shall issue a warning to the User to discontinue any activity which leads to the said violations and in the event the User continues with such prohibited activity, this website reserves the unilateral right to suspend or/and deactivate the User's access to this website, the Service and/or any other related facility. In addition to the right to indemnity available to this website, this website shall have the right to any legal remedy, against the User to recover the loss suffered by this website and the harm caused to the reputation of this website, due to such violation by the User.

### **Note:**

Please refer to our Return and Replacement Policy, Cancellation Policy and Shipping Policy before placing order(s) on our Website/App.

Please proceed only if you accept all the conditions enumerated herein above, out of your free will and consent.

## Privacy Policy

We value the trust you place in us and recognize the importance of secure transactions and information privacy. This Privacy Policy describes how Medishopi.Com Limited (collectively "Medishopi.Com, we, our, us") collect, use, share or otherwise process your personal information through the website [www.medishopi.com](http://www.medishopi.com) and mobile applications, being controlled and operated by Medishopi.Com Limited (hereinafter referred to as the "Platform"). This Privacy Policy is an electronic record and is published in compliance with the terms and rules of the Information Technology Act, 2000 including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021.

Medishopi.Com works as a communication medium between users, pharmacy, lab and other service providers (hereinafter referred to as "Services"). By visiting this Platform, providing your information or availing our product/service, you expressly agree to be bound by the terms and conditions of this Privacy Policy, the Terms of Use and the applicable service/product terms and conditions, and agree to be governed by the laws of India including but not limited to the laws applicable to data protection and privacy. If you do not agree please do not use or access our Platform.

While you may be able to browse certain sections of this platform without registering with us, please be informed that in order to be able to utilize the products or services of this platform such as ordering medicines, you will be required to register with us. Please note, we do not offer any product or services under this Platform outside India and your personal information will primarily be stored and processed in India.

BY ACCESSING OR USING THIS PLATFORM YOU AGREE TO HAVE READ, UNDERSTOOD AND AGREED TO ADHERE TO ALL THE TERMS OF THIS PRIVACY POLICY AND OUR TERMS AND CONDITIONS.

### **Collection of Personal Information**

When you use our Platform, we collect and store your information which is provided by you from time to time. In general, you can browse the Platform without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service, product or feature on the Platform.

Information that we may collect includes but is not limited to information provided to us during sign-up/registering or using our Platform such as name, date of birth, address, telephone/mobile number, email ID, occupation and any such information shared as proof of identity or address. We may also request you to share your PAN, Government issued ID cards/number and Know-Your-Customer (KYC) details to check your eligibility for certain products and services.

We may also collect some sensitive personal information such as your bank account or credit or debit card or other payment instrument information or medical or health related information, biometric information such as your facial features or physiological information (in order to enable use of certain features available on the Platform to assist you with your shopping experience), essential to meet our delivery commitments, terms of use, terms of this policy and other legal obligation.

We may also collect your shopping behaviour, preferences, call data records, device location, voice, your browsing history, and other information that you may provide to us from time to time. Our primary goal in doing so is to provide you a safe, efficient, smooth, and customized experience. This allows us to provide services and features that most likely meet your needs, and to customize our Platform to make your experience safer and easier.

If you enrol into our loyalty program or participate in third party loyalty program offered by us, we will collect and store your personal information such as name, contact number, email address, communication address, date of birth, gender, pin code, lifestyle information, demographic and work details which is provided by you to us or a third-party business partner that operates platforms where you can earn loyalty points for purchase of goods and services, and/or also redeem them.

We will also collect your information related to your transactions on the Platform and third-party business partner platforms offering products or services on our Platform. When such a third-party business partner collects your personal information directly from you, you will be governed by their privacy policies. We shall not be responsible for the third-party business partner's privacy practices or the content of their privacy policies, and we request you to read their privacy policies prior to disclosing any information.

If you choose to post messages on our message boards, personalized messages, images, photos, chat rooms or other message areas or leave feedback/product review, testimonial or if you use voice commands to shop on the Platform, you give us your consent to collect, use and process that information you provide to us. Please note such messages posted by you will be in public domain and can be read by others as well, please exercise caution while posting such messages, personal details, photos and reviews. We retain this information as necessary to resolve disputes, provide customer support, internal research and troubleshoot problems as permitted by law. If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Platform, we may collect such information.

With your consent, we may have access to your SMS, instant messages, contacts in your directory, location, camera, photo gallery and device information. We may also request you to provide your PAN, Government issued ID cards/number and Know-Your-Customer (KYC) details to: (i) check your eligibility for certain products and services including but not limited to credit and payment products; (ii) issue GST invoice for the products and services purchased for your business requirements; (iii) enhance your experience on the Platform and provide you access to the products and services being offered by us, sellers, affiliates or lending partners. You understand that your access to these products/services may be affected in the event consent is not provided to us.

If you receive an email, a call from a person/association claiming to be a Medishopi.Com associate seeking sensitive personal information like debit/credit card PIN, net-banking or mobile banking password, we request you to never provide such information. We at Medishopi.Com or our affiliate logistics partner do not at any time connect with you requesting for such information. If you have already revealed such information, report it immediately to an appropriate law enforcement agency.

### **Use of Personal Information**

We use personal information to provide the products and services you request. We use your personal information to assist sellers and business partners in handling and fulfilling orders; enhancing customer experience; to resolve disputes; troubleshoot problems; help promote a safe service; collect money; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; conduct marketing research, analysis and surveys; and as otherwise described to you at the time of collection of information. To the extent we use your personal information to market to you, we will provide you the ability to opt-out of such uses.

In our efforts to continually improve our product and service offerings, we collect and analyze demographic and profile data about users' activity on our Platform. We identify and use your IP address to help diagnose problems with our server, and to administer our Platform. Your IP address is also used to help identify you and to gather broad demographic information.

We will occasionally ask you to complete surveys conducted either by us or through a third-party market research agency. These surveys may ask you for personal information such as contact information, gender, date of birth, photo, video, demographic information (like pin code, age or income level) attributes such as your interests, household or lifestyle information, your purchasing behavior or history preference and other such information that you may choose to provide. The survey may involve collection of voice data or video recordings. Participation in these surveys are purely voluntary in nature. We use this data to tailor your experience at our Platform, providing you with content that we think you might be interested in and to display content according to your preferences.

### **Sharing of Personal Information**

We may share personal information internally within Medishopi group entities, our corporate entities, and affiliates, to provide you access to the products and services offered by them. These entities and affiliates may share such information with their affiliates, business partners and other third parties for the purpose of providing you their products and services and may market to you as a result of such sharing unless you explicitly opt-out.

We may disclose your personal information to third parties, such as medical practitioners, teleconsultants, sellers, business partners, independent licensed retail chemist, diagnostic lab, fulfilling retailers, service providers, your prescriber or other authorized medical professional. This disclosure may be required for us to provide you access to our products and services; for fulfilment of your orders; for enhancing your experience; for providing feedback on products; or review the product purchased, to collect payments from you; to comply with our legal obligations; to conduct market research or surveys; to enforce our Terms of Use; to facilitate our marketing and advertising activities; to analyse data; for customer service assistance; to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our product and services. Medishopi.Com takes reasonable steps to ensure that third parties to whom the users' sensitive personal data or information may be transferred to, adopt a reasonable level of security practices and procedures to ensure security of personal information as per applicable law.

We engage online payment service partners to perform payment processing and authorisation services (for net banking or credit/debit card validation). Through your use of the Platform, you consent to our collection of your information through our payment service partner websites and SDKs.

We may disclose your personal, medical and other information if required to do so by law when such disclosure is reasonably necessary to respond to subpoenas, court orders, or other legal processes. We respond to establish or exercise our legal rights or defend against legal claims. We may disclose personal information to law enforcement officers when such disclosure is reasonably necessary to: enforce our Terms or Privacy Policy; respond to claims that an advertisement, posting or other content violates the rights of a third party; or protect the rights, property or personal safety of our users or the general public.

In addition, we may disclose your information to our legal advisors, auditors for establishing, exercising or defending our legal rights, to our other professional advisors, or as otherwise authorized or required by law. Medishopi.Com also reserves the right to share information as is necessary to prevent a threat to the life, health or security of an individual or corporate entity.

We may also use personal information to resolve disputes, enforce our agreements with you (including our website Terms & Condition and this Privacy Policy), comply with applicable law and cooperate with law enforcement activities.

In our continuous process of developing our business, we and our affiliates might sell or buy stores or assets, or merge with a third party business entity. As a business, we may also be re-organized, amalgamated or restructured. In such transactions, customer information is one of the transferred business assets.

## **Data Security**

We maintain reasonable physical, electronic and procedural safeguards to protect your information. Whenever you access your account information, we offer the use of a secure server.

Once your information is in our possession, we adhere to our security guidelines to protect it against unauthorized access. However, by using the Platform, the users accept the inherent security implications of data transmission over the internet and the world wide web which cannot always be guaranteed as completely secure, and therefore, there would always remain certain inherent risks regarding use of the Platform. Users are responsible for ensuring the protection of login and password records for their account.

## **Cookies**

We use data collection devices such as "cookies" on certain pages of the Platform to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. Cookies do not contain any of your personal information. We offer certain features that are only available through the use of a "cookie". We also use cookies to allow you to enter your password less frequently during a session. Cookies can also help us provide information that is targeted to your interests. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline/delete our cookies if your browser permits, although in that case you may not be able to use certain features on the Platform and you may be required to re-enter your password more frequently during a session. Additionally, you may encounter "cookies" or other similar devices on certain pages of the Platform that are placed by third parties. We do not control the use of cookies by third parties. We use cookies from third-party partners such as Google Analytics for marketing and analytical purposes. Google Analytics helps us understand how our customers use the site. You can read more about how Google uses your personal information here: <https://www.google.com/intl/en/policies/privacy/>. You can opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>. You can also control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on the services.

## **Advertisements**

We use third-party advertising companies to serve ads when you visit our Platform. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this Platform and other websites in order to provide advertisements about goods and services of interest to you. As part of Google Play services update in 2021, the advertising ID will be removed if you opt out of personalization using advertising ID in Android Settings. Medishopi Pharmacy will have no access to your advertising ID once you select this feature. See Play Console Help to learn more.

## **Children Information**

Use of our Platform is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. We do not knowingly solicit or collect personal information from children under the age of 18 years. If you have shared any personal information of children under the age of 18 years, you represent that you have the authority to do so and permit us to use the information in accordance with this Privacy Policy.



## **Data Retention**

We retain your personal information in accordance with applicable laws, for a period no longer than is required for the purpose for which it was collected or as required under any applicable law. However, we may retain data related to you if there is legal obligation to retain the data; if required to comply with any applicable statutory or regulatory retention requirement by law; if we believe it may be necessary to prevent fraud or future abuse, to enable Medishopi.Com to exercise its legal rights and/or defend against legal claims or if required by law or for other legitimate purposes. We may continue to retain your data in anonymised form for analytical and research purposes.

## **Choice/Opt-Out**

We provide all users with the opportunity to opt-out of receiving non-essential (promotional, marketing-related) communications after setting up an account with us. If you do not wish to receive promotional communications from us, you have the option to unsubscribe or opt-out.

## **Data Subject Rights**

We take every reasonable step to ensure that your personal information that we process is accurate and, where necessary, kept up to date, and any of your personal information that we process that you inform us is inaccurate (having regard to the purposes for which they are processed) is erased or rectified. You may access, correct, and update your personal information directly through the functionalities provided on the Platform. You can also write to us at the contact information provided below to assist you with these requests.

You have an option to withdraw your consent that you have already provided by writing to us at the contact information provided below. Please mention "for withdrawal of consent" in the subject line of your communication. We will verify such requests before acting upon your request. Please note, however, that withdrawal of consent will not be retroactive and will be in accordance with the terms of this Privacy Policy, related Terms of Use and applicable laws. In the event you withdraw consent given to us under this Privacy Policy, such withdrawal may hamper your access to the Platform or restrict provision of our services to you for which we consider that information to be necessary.

## **Changes to Privacy Policy**

Please check our Privacy Policy periodically for changes. We may update this Privacy Policy to reflect changes to our information practices. We will alert you to significant changes by posting the date our policy got last updated, placing a notice on our Platform, or by sending you an email when we are required to do so by applicable law.

## **Your Consent**

By visiting our Platform or by providing your information, you consent to the collection, use, storage, disclosure and otherwise processing of your information (including sensitive personal

information) on the Platform in accordance with this Privacy Policy. If you disclose to us any personal information relating to other people, you represent that you have the authority to do so and to permit us to use the information in accordance with this Privacy Policy.

You, while providing your personal information over the Platform or any partner platforms or establishments, consent to us (including our other corporate entities, affiliates, lending partners, technology partners, marketing channels, business partners and other third parties) to contact you through SMS, instant messaging apps, call and/or e-mail for the purposes specified in this Privacy Policy.

By availing the Teleconsultation, Diagnostic lab services or any other services provided on our platform by any of our partners, third parties you provide explicit consent to Medishopi.Com and its partners, third parties to contact you through SMS, instant messaging apps, call and/or e-mail and use and process the personal data provided by you.

### **Grievance Officer**

In accordance with Information Technology Act, 2000 and rules made thereunder, the name and contact details of the Grievance Officer are provided below. If you have a query, concern, or complaint in relation to collection or usage of your personal information under this Privacy Policy, please reach out to the Grievance Officer.

- Grievance Officer  
Name : Mr. Subhasish Nandy  
Designation : Grievance Officer  
Phone number : +91 8100332323  
E mail address : [grievance@medishopi.com](mailto:grievance@medishopi.com)
- Address:  
Medishopi Pharmacy Private Limited, BGS Tower, Premises No.  
Plot No.24/7, Banamalipur Road, Barasat, North 24PGS, Kolkata - 700124,  
West Bengal, India

### **Customer Care Support**

For any query or complaint you are requested to contact our customer care by calling 044 6690 5590 or sending an Email at [care@medishopi.com](mailto:care@medishopi.com)

## **Return, Cancellation and Refund Policy**

### **Return Policy:**

- Customers can initiate return using App, Website, and Mobile Site.
- Customers can initiate return within 30 days from Order Delivery.

### **Terms and Conditions:**

- The product in the form of liquid must be returned to Seller (Smart Health Xpert / SHX) with proper packing.
- Products being returned should be in good condition otherwise it will not be accepted by the Seller (Smart Health Xpert / SHX).

### Products that cannot be returned

- The product that is in unsealed/opened/used condition.
- Products marked as Non-returnable.
- All temperature controlled products (like Insulin, Injection, Temperature Controlled Eye Drops, Chocolates etc.).
- Undergarments as this category is excluded from our general return policy due to hygiene reasons.

### Cancellation Policy:

- You can cancel an order by clicking on the Cancel link/button.
- You will be able to cancel an order till the time it is dispatched from the seller. In case you are unable to cancel an order from the app or website, you can reject the order at doorstep.

### Refund Policy:

#### Refund against Cancellation:

Customers shall get Refund against Cancellation of Order or any failed payment by way of credit to the original mode of payment - Credit/Debit Card, or Net banking or Third Party Wallet.

#### Refund against Return:

- In case of Cash on Delivery (COD) orders, customers can choose to get their refund on Return(s) through one of the below options. The refund shall be initiated within 5 days from the date of return pickup.
  - Refund credited to the **Bank Account** entered by the customer at the time of initiating the return request. In case of transaction failure due to invalid bank account details, Medishopi.Com reserves the right to refund the amount to the Medishopi.Com Wallet of the customer.
  - Refund credited to the **Medishopi.Com Wallet** in the form of eGift Cards (issued by Pine Labs Pvt Ltd). Detailed Terms and Conditions of the wallet are provided [here](#).
  - Refund credited to the Bank Account associated with the **UPI ID** entered by the customer at the time of initiating the return request.

In case the payment is made by Credit/Debit Card, Net Banking or Third Party Wallet, you may get the refund within 7 to 15 working days. Kindly note that there may be delays in refund as they're handled by the Bank.

In case of any query related to refund, please call our customer service desk at **+91 8100331313** or email us at [care@medishopi.com](mailto:care@medishopi.com)