

## **Terms and Conditions**

[www.mchemist.com](http://www.mchemist.com) (“**Website**”) is an internet portal owned and managed by mChemist Global Private Limited (CIN NO. U52100DL2014PTC273913), a company incorporated and registered under the Companies Act, 2013 and having its registered office at J-16-B, S/F, Lajpat Nagar II, New Delhi-110024, India, hereinafter called “**mChemist**”. mChemist is engaged in the business of rendering a variety of healthcare services, including (a) the sale of conventional & alternative pharmaceuticals and healthcare-related products, excluding any and all drugs listed under Schedule X of the Drugs & Cosmetics Act, 1940 and all its corresponding rules (hereinafter referred to as “**Drugs Act**”) through its retail chemist store at M-59, B-2 Lower Ground Floor; Lajpat Nagar II, New Delhi 110024 (“**Licensed Premises**”), websites, mobile phone apps, franchises, business partners, alliances and clinics; (b) the operation of Ayurvedic clinics for the treatment of medical ailments; (c) the provision of referral services to other healthcare vendors such as making referrals for their diagnostic services; (d) the renting of the apparatus and equipments of other healthcare vendors such as renting their oxygen cylinders and sleep apnea testing devices; (e) the provision of nutritional and diet-related counseling, advisory and educational services; and (f) the building of healthcare data bases and repositories such as archiving a patient’s prescriptions; and (g) the processing of data to prepare healthcare alerts and reports cards such as those for adverse drug interactions, compliance with the prescribed drug regimen, and reports on a patient’s medicine consumption and spend. mChemist will continually strive to better serve its patients and will actively look for opportunities to expand its gamut of activities and offerings to this end.

The Website facilitates both offline and online sales coupled with home delivery of pharmaceutical and other healthcare drugs and products (“**Products**”) procured by mChemist (“**Website Services**”) from various wholesalers, retailers and other vendors to you (“**User**”) in accordance with the terms of use specified herein (“**Terms**”). By placing any order with mChemist, whether placed offline or online, Users are deemed to have accepted in totality the Terms mentioned herein. mChemist reserves the right to change the Terms of this Website from time to time without any obligation to inform the users. Accordingly, all users should keep themselves apprised at all times of the latest Terms listed on this Website.

### **1. Binding contract**

These Terms, read together with the [Privacy Policy](#) of this Website shall constitute a legal and binding contract between User of the one part, and mChemist of the other Part (the “**Agreement**”). In the event of any inconsistency between the Terms and the Privacy Policy, the Terms shall supersede the Privacy Policy. Any registered User on the Website is deemed to have agreed to the present Terms and has entered into a legally binding contract with mChemist.

### **2. Registered User**

**2.1** In order to purchase Products, User will create an “account”, which will require sharing personal information, including but not limited to name, personal particulars, telephonic

contact details, e-mail address, mailing address, bank account details, debit card number, credit card number, expiration dates as well as certain other information which may need to be furnished or be available in User's account to place orders.

**2.2** In order to purchase Products through the Website, User confirms that he/she is competent to contract as per the Indian Contract Act, 1872.

**2.3** In case any information provided by User, including any personal information or any information pertaining to Products ordered is false/incorrect/unclear, mChemist reserves its right, in its absolute discretion, to block/cancel/suspend the account of and take appropriate legal action against such a User. mChemist shall not be under any obligation to warn User before blocking/cancelling/suspending the account.

### **3. Order Placement**

**3.1** Only after User creates an account will he /she be able to order Products. Products may be ordered either over the phone, face-to-face, online on the Website, mobile phone apps or through the use of any other mechanism that enables the order to be placed. mChemist may guide or help User to set up the account and place the order. Pursuant to the Drug Act, all products that require medical prescriptions before orders can be placed for them, shall be sold as follows:

- (i)** User to create an account (or, ask mChemist to help set up an account) and then he/she will upload a legible, valid and legal medical prescription written by a medical practitioner registered in India under the Indian Medical Council Act, 1956. Only upon submission of a valid medical prescription shall the User be able to place an order for Products that require a prescription under the Drugs Act.
- (ii)** Within 24 hours of the uploading of the prescription, mChemist shall translate and transcribe it, and then update User's account with the names of the products and the quantities prescribed for them with respect to this prescription.
- (iii)** Once the product details have been uploaded on User's account, he/she shall be informed about it via e-mail, text message and/or a phone call. In case there are any errors detected in the names or quantities of the products written in the prescription that has been uploaded and translated/transcribed or the order that has been placed for that prescription, User shall, within 12 hours of being informed by mChemist of the updating of his/her account, rectify or ask mChemist to rectify such errors. mChemist may, if required or if deemed necessary in its judgment, contact the medical practitioner on behalf of the patient to verify that the prescription has been read, translated/transcribed and ordered correctly.
- (iv)** Placing an order by User shall necessarily and automatically imply his/her agreement to the details of the products transcribed and uploaded on the mChemist website as well as to the Terms listed on the website at the time of placing the order.

- 3.2** The User represents and warrants that he/she will furnish to mChemist for placing the order only the original or an electronic copy of the original prescription issued by a medical practitioner. He/she further represents and warrants:
- (a) that such prescription, whether the original or an electronic copy of the prescription, shall not be furnished to any other chemist if it is stated thereon by the prescriber, directly or impliedly, that the prescription drugs can be dispensed only once against that specific prescription; and
  - (b) that if the prescription directs that the prescription drugs may be dispensed a certain number of times or at stated intervals, the User shall not exceed these stated limits in furnishing the original or the electronic copy of the prescription to mChemist and placing orders with it.
- 3.3** User undertakes and warrants not to upload/email/submit any false, illegal, lapsed, tampered, doctored, falsified or incorrect prescription(s), under any circumstances, whether under active knowledge or erroneously under any mistaken beliefs or assumptions. mChemist expects all Users to be diligent and be aware of the consequences of uploading/emailing/submitting any false, illegal, lapsed, tampered, doctored, falsified or incorrect prescription(s). Further, the User undertakes that any prescription uploaded on the mChemist website or emailed or submitted to mChemist shall be written by a medical practitioner duly registered in India under the Indian Medical Council Act, 1956 having a valid Certificate of Practice as on the date of uploading of the prescription on the mChemist website. In case the User is in breach of any of the obligations mentioned herein, mChemist shall assume no liability whatsoever for the Product(s) sold and the User shall indemnify mChemist for any present or future liability under the Drugs Act and/or any other applicable laws. Further, all prescriptions so uploaded may be archived by mChemist in the User's account.
- 3.4** The User represents and warrants that he/she shall purchase Products only for *bonafide* and legitimate patients and not for the purpose of re-sale or any other activity not permissible under applicable laws.
- 3.5** Notwithstanding anything contained in this Agreement, mChemist reserves its right to use all means, including contacting the medical practitioners and Users, to determine the authenticity of the prescriptions and the orders placed by Users.
- 3.6** All over-the-counter (“OTC”) drugs as well as all other non-prescription Products may be sold without a prescription or without any recommendation from a medical practitioner. mChemist reserves the right to seek any additional information regarding such OTC Products and its usage from User. For example, if a User places an order for an unusually high volume of an OTC Product, then mChemist may inquire to verify if User intended to place an order for such a high volume of the Product and the reasons that may exist for it.

- 3.7** User agrees not to order or try to order any Products which are prohibited under law as well as any narcotic or psychotropic substances or banned/illegal Products. User declares himself/herself to be a *bonafide* consumer of the ordered medicines, which are intended to be used as prescribed and in no case shall the ordered medicines be allowed to be misused or put to any unauthorized use.
- 3.8** User understands and acknowledges that mChemist is not the manufacturer of the Products and accordingly, shall not be liable in any manner whatsoever for any liability, loss, damage, compensation etc. that is legally attributable to the manufacturer of the Product or is due to any manufacturing fault/lapse/error. mChemist operates only as a retail chemist and an online e-commerce healthcare portal to let the users purchase both prescribed and non-prescribed Products conveniently, economically and with a measure of confidence in the quality of the products that are manufactured by an assortment of pharmaceutical companies and distributed by an assortment of wholesalers and intermediaries. Only after a User places an order does mChemist procure the Product, sell and deliver it to the User. Delivering authentic Products to its patients and customers is a key priority of mChemist and, to this end, it will employ reasonable safeguards and precautions, such as procuring the Products from reputable sources and recording their batch numbers along with their expiration dates etc. However, mChemist shall not accept any liability towards the User or any person acting on behalf of the User, with regard to the quality, suitability or the intended use of the Products sold by it.

#### **4. Prices**

- 4.1** mChemist shall try and keep the maximum retail price (“**MRP**”) of all of its Products as accurate as possible. However, there may be instances where the MRPs shown on the website may vary from the actual MRPs on mChemist’s bill. Such a situation may occur, for example, if the MRP of a Product were to change after mChemist has procured it for selling it to a User. In that case, the User shall be informed of the new MRP at the stage of processing the order and before the acceptance of the order by mChemist.
- 4.2** Payment for the Products ordered can be made online through debit cards, credit cards, net banking, as well as other payment channels that mChemist allows on the Website. Cash payments shall also be permissible at the sole discretion of mChemist. Delivery charges may be extra.
- 4.3** mChemist may introduce promotional offers, reward schemes, discounts, concessions, etc. that shall be solely as per mChemist’s discretion and mChemist reserves its right to introduce and terminate such offers/schemes, etc. anytime without assigning any reason.
- 4.4** All statutory taxes, as applicable, shall be levied by mChemist as per prescribed rates in force on the date of billing.

## **5. Shipping and Delivery**

- 5.1** The User confirms and acknowledges that notwithstanding anything contained in this Agreement, all online and offline sales shall be deemed concluded as soon as a sale invoice is raised by mChemist at its Licensed Premises, irrespective of the User's delivery location. Such sale shall be final, binding and conclusive irrespective of the mode of payment and delivery opted by the User. The User shall have an option to pick the most suitable payment and delivery mode from amongst the options given on the Website. Once a sale invoice is raised and if the User so requests, mChemist shall, on behalf of the User, dispatch the Products to the delivery location by a courier or any other mode of delivery of its choice, unless chosen otherwise by the User.
- 5.2** Products ordered may be charged with shipping fee which is typically based on the higher of the volumetric (i.e., dimensional) or the actual weight of the order, the mode of shipment opted, the destination of the shipment, the type of package, the content of the package and the total order amount of the shipment. Relevant taxes, fees and surcharges shall also be applied.
- 5.3** Subject to the User instructing mChemist to arrange delivery for the Products on its behalf, mChemist shall endeavor to ship/deliver the Products within 48 to 96 hours of placing the order, depending on the destination of the order and the ability of the third party logistics companies, all of whom are separate and independent of mChemist, to deliver the Products ordered to that destination. However, in case of any delay in shipping and delivery, mChemist assumes no liability whatsoever regarding the deterioration of the patient's health. User allows mChemist to deliver the order within a reasonable time, notwithstanding any timelines committed by mChemist at the time of the placement/acceptance of order. For immediate and urgent needs, including those for emergencies or life-threatening situations, and for the situations where the extent of time taken to deliver the Products to the patient is critical and, hence, has to be minimized, the User/patient is strongly advised and urged to purchase the Products from the nearby retail chemists.
- 5.4** Emergency deliveries may be available but cannot be guaranteed. Therefore, in case User needs any Product immediately or urgently, mChemist strongly recommends going to a nearby retail chemist store to purchase it instead of ordering it through the Website.
- 5.5** By default, the shipping address to be used to deliver Products to User is the one which mChemist has on file in User's account with mChemist (please refer to paragraph 2.1 above) at the time of placing the order by User. It is User's responsibility to review, verify and update the address in User's account before placing his/her order. If User enters the wrong address or does not update his/her address, mChemist shall not be obliged to re-send the order to User's corrected or new address.
- 5.6** The User shall be responsible to inform mChemist if an order does not arrive within the expected or stated time. Once mChemist is informed that an order has not been delivered,

it shall investigate the reasons for the delay. mChemist shall not be held liable for any loss or damage resulting from a late delivery.

- 5.7** All deliveries of Products that require the User to upload a prescription shall be accompanied by a “sticker” containing the name and address of mChemist as well as the date on which the prescription Product(s) was/were dispensed. The User undertakes and warrants to put the sticker(s) on its original prescription, above the signature of the medical practitioner, immediately upon receiving the Products. In case the User does not receive the sticker, it shall immediately inform mChemist about it.

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

- 6.1** In the event that the User receives a damaged or incorrect Product, mChemist shall refund the original Product price, delivery, wrapping and other fees via the original method of payment after the damaged or incorrect Product is returned to mChemist at its cost and per its satisfaction. Alternatively, if the User requests a replacement, mChemist shall dispatch the replacement item (*subject to availability*) once the damaged or incorrect Product is returned at mChemist’s cost and per its (i.e., mChemist’s) satisfaction. The returned Product shall be in the same condition as it was delivered and shall be dispatched back by the User within 7 days from the date of receipt. Refunds shall be processed within 21 business days from the receipt of the damaged or incorrect Product in accordance with this clause. Every order successfully delivered shall be assumed to have been received with full satisfaction of the User if no communication is received by mChemist within 7 days from the date of delivery and no claims of any nature shall be entertained thereafter.
- 6.2** In the event that User has placed an order but the Product is out of stock or unavailable for any other reason or is not delivered within the stipulated delivery timeline mentioned on the Website and User chooses to cancel the order, mChemist shall refund the payment so processed back to User’s account through which the initial payment was made. Such refund process shall also be completed within 25 days from the date of the original payment. Without limiting the operation of any other Terms herein, mChemist shall not accept liability for any late delivery or loss or damage arising from items lost, stolen or damaged after a successful delivery has taken place.
- 6.3** Once an order placed by User has been delivered to him/her, User cannot cancel the order. User may, for a genuine unavoidable reason, which must be shared with mChemist within a reasonable time after the successful delivery of the order, return the delivered Products back to mChemist at his (i.e., User’s) own cost and request credit for it. In turn, mChemist may, at its sole discretion, being satisfied with the reasons provided by the User, credit the money to the User’s account for future orders. Further, mChemist reserves the right to deny the privilege of placing orders based upon cash payment to a user who is deemed by mChemist, in its sole discretion, of abusing or otherwise using inappropriately the privilege of placing orders based upon cash payment. Such a situation may occur if User places 2 or more orders based upon cash payment terms and declines or is not available to take delivery for these orders. mChemist shall not

be under any obligation to warn User before denying the privilege of placing orders based upon cash payments to him/her.

- 6.4** mChemist may use any third party logistics company, including a courier company, for the purpose of delivering Products. All of these logistics companies are separate and independent of mChemist. In such a case, if any damage or delay is directly or indirectly attributed to such a third party, mChemist shall assume no liability whatsoever and will ask User to make all claims against such third party company. Customer should not accept the delivery of any damaged or visibly tampered package. He/she should not open such a package. Instead he/she should return it immediately to the courier who delivered the package and inform mChemist immediately about it.

## **7. User Conduct**

- 7.1** Content on the Website is provided to you on “AS IS” basis and only for your information and personal use. mChemist does not verify, endorse or vouch for the contents generally posted or uploaded on the Website because they are procured from third party or public sources. Because mChemist owns the Website, all of its contents, including any information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content are the property of mChemist and is protected under copyright, trademark and other laws. User shall not download, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit the content on the Website in any manner or for any purpose whatsoever without the prior written consent of mChemist.

- 7.2** mChemist makes no representations and warranties regarding the content on the Website. Further, any unauthorized use of the Website by User may violate applicable laws including without limitation copyright and trademark laws. User shall not use the Website Services in an unlawful or any other manner that may damage, disable, burden or impair the Website or its functioning in any manner. mChemist may, at its sole discretion, suspend User's ability to use or access the Website at any time while mChemist investigates complaints or alleged violations of this Agreement, or for any other reason that mChemist deems appropriate.

- 7.3** The content of the Website, including without limitation, text, copy, audio, video, photographs, illustrations, graphics, client testimonials and other visuals, are for informational and illustrational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. Reliance on any information appearing on the Website for the purposes of any medical treatment shall be solely at User's risk.

## **8. Indemnity**

User agrees to indemnify and hold harmless mChemist, its affiliates, officers, directors, employees, consultants, licensors, agents, and representatives from any and all third party claims, losses, liabilities, legal costs, compensation and damages

arising from his/her/its access to or use of Website, violation of this Agreement, or the infringement by any other User of his/her/its account, of any intellectual property or other right of any person or entity. mChemist shall notify the User promptly of any such claim, loss, liability, or demand, and in addition to User's foregoing obligations

## **9. Governing Law**

This Agreement and any contractual obligation between mChemist and User shall be governed by the laws of India and subject to the exclusive jurisdiction of courts in New Delhi.

## **10. IT Security & Miscellaneous**

**10.1** This Website may be linked to the website of third parties, affiliates, sponsors and other business partners. mChemist has no control over, and is not liable or responsible for the content, accuracy, validity, reliability, quality of such websites as redirected or made available by/through our Website. Inclusion of any link on the Website does not imply that mChemist endorses the linked site. User may use the links and these services at User's own discretion & risk.

**10.2** mChemist assumes no responsibility, and shall not be liable for, any damages caused by viruses, trojans or other forms of malware, adware & other malicious programs that may infect User's computer system or User's account on mChemist Website and which may have an adverse impact on User's experience of browsing the Website or downloading of any material, data, text, images, video content, or audio content from the Website. If a User is dissatisfied with the Website, User's sole remedy is to discontinue using the Website. User is expected to use adequate anti-virus software and firewalls in his/her/its computer system to guard against possible attacks by malicious software.

**10.3** In no event, including but not limited to negligence, shall mChemist or any of its directors, officers, employees, agents or content or service providers be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages arising from, or directly or indirectly related to, the use of, or the inability to use, the Website or the content thereto, or regarding the quality of the Products delivered. mChemist shall, however, ensure that Products delivered to the user are not expired.

**10.4** mChemist may maintain and archive User's data in its discretion but shall have no obligation to maintain or preserve User's data and may, unless legally prohibited, choose to share any or all of data externally with User himself/herself, or his/her physicians, or treatment centers/clinics, or other stakeholders concerned with or interested in User's health condition, or other third parties interested in such data to study, research, understand, promote and otherwise pursue a variety of healthcare topics, conditions, concerns and causes; process any or all of the users' data; analyze

any or all of the user's data; or delete any or all of the users' data in its systems or otherwise in its possession or under its control.

- 10.5** mChemist and its website platform will track the User IP address and place cookies in User PC and mobile phones for ease of retrieval of the website and mobile app. By signing-up on the mChemist website and using the mChemist mobile app, User is deemed to have accepted the tracking of the User IP address and the placing of cookies by mChemist.
- 10.6** If User has any question, issue, complaint or feedback regarding any of our Services, please contact our customer service at 1800 102 5666 or email to [feedback@mchemist.com](mailto:feedback@mchemist.com). User can also send a note to: Customer Service; mChemist Global Private Limited; M-59, B-2 Lower Ground Floor; Lajpat Nagar II; New Delhi 110 024.
- 10.7** If any Part or provision of this Agreement shall be held unlawful, rendered void or unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in effect.