Terms & Conditions

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.quicken pharmacy.in website and its mobile applications.

1. General

www.quicken pharmacy.in, an internet based portal and “Quicken pharmacy” a mobile application, (hereinafter together be referred to as “Website") is operated by Kangaroo IT Solutions Private Limited (hereinafter to be referred as “Company” or “We” or “Our” or “Us”), a company duly incorporated under the provisions of the Companies Act, 2013.

Use of the Website is offered to You, subject to acceptance of all the terms, conditions and notices contained in these Terms including applicable policies which are incorporated herein by reference, along with any amendments / modifications made by Company at its sole discretion and posted on the Website, including by way of imposing an additional charge for access to or use of a service(s).

For the purpose of 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 the Website by providing Account Information (defined below) while registering on the Website as a registered User using the computer systems.

Company shall not be required to notify .You, whether as a registered user or not, of any changes made to the Terms and Conditions ("Terms"). The revised Terms shall be made available on the Website. Your use of the Website and the Services is subject to the most current version of the Terms made available on the Website, at the time of such use. You are requested to regularly visit the Website to view the most current Terms. It shall be your responsibility to check the Terms periodically for changes. Company may require You to provide Your consent to the updated Terms in a specified manner prior to any further use of the Website and the Services, provided on the Website. If no such separate consent is sought, Your continued use of the Website, following changes to the Terms, will constitute your express acceptance of those changes.

By (i) using this Website or any facility or service provided by this Website in any way; or (ii) merely browsing the Website, You agree that you have read, understood and agreed to be bound by, including without limitation, these Terms, the Website's Privacy Policy. and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India and other jurisdictions for the purposes of accessing, browsing or transacting on the Website, or availing any of the Services, and such rules, guidelines, policies, terms and conditions shall be deemed to be incorporated into, and considered as part and parcel of these Terms of Use.

Company shall not be liable to deliver any Products purchased by You for delivery, in locations outside India.

The User agrees to use the service to authorise an individual and get the products from the third party on his/her behalf.

1. Products and Services

The Website is a platform that facilitates the online requisition by the user for purchase of medicines and wellness / health related products and services offered by Company's various registered third-party/ies (third-parties shall for the purpose of this Terms, include without limitation third party retail pharmacies, third-party labs) ("Products and Services"). The sale & purchase / transaction between the registered third-parties and You, of Products and Services, facilitated by the requisition placed by You on the Website shall be governed by these Terms. Company is not and cannot be a party to or save as except as may be provided in these Terms of Use, control in any manner, any transaction between You and the third-parties.

Company further reserves the right to change or modify these Terms of Use or any policy or guidelines of the Website including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications made will be effective immediately upon posting the revisions on the Website and You waive any right You may have to receive specific notice of such changes or modifications. Your continued use of the Website will confirm Your acceptance of such changes or++++ modifications.

* + **Technology Platform for Pharmaceutical Products –** Company facilitates the purchase of drugs and other pharmaceutical products and services (which shall also include OTC and wellness products) offered by third-party retail pharmacies (“Retail Pharmacies or Third Party Pharmacies”). The Company and the Website merely provide hosting services to You and persons browsing/ visiting the Website. All items offered for sale on the Website, and the content made available by the Retail Pharmacies, are third party user generated contents and third party products. The Company has no control over such third party user generated contents and/ Pharmaceutical Goods and Services and does not originate or initiate the transmission, or select the sender/recipient of the transmission, or the information contained in such transmission. The authenticity and genuineness of the Pharmaceutical Goods and Services made available by the Retail Pharmacies through the Website shall be the sole responsibility of the Retail Pharmacies. The Company shall have no liability with respect to the authenticity of the Pharmaceutical Goods and Services being facilitated through the Website.  
    The Company does not take any representation or warranty as to legal title of the Pharmaceutical Goods and Services offered for sale by the Retail Pharmacies on the Website. The right, title, claim or interest in the products sold through the Website shall not vest with the Company and the Company shall not have any obligations or liabilities in respect of any transactions on the Website.  
    The Company is not responsible for delayed, non-performance or breach of contract entered into between You and the third-party for purchase and sale of goods or services offered by such Third Party Pharmacies on the Website; The Company gives no guarantee that the concerned third-party pharmacies will perform any transaction concluded on the Website. The Company is not responsible for the Pharmaceutical Goods and Services which are out of stock, back ordered or otherwise unavailable, but were shown as available on the Website at the time of placement of order by You.  
    Content: You agree and acknowledge that the respective third-party pharmacies are exhibiting Third Party Content which includes catalogue of drugs/ pharmaceutical products or services, and information in relation to such drugs/ pharmaceutical products or services, on the Website. The content available on the Website, including without limitation, text, copy, audio, video graphics etc is for general information purposes only and does not constitute either an advertisement or promotion of any drug being offered for sale by the third-party pharmacies on the Website or any professional medical advice, diagnosis, treatment or recommendation of any kind. Further, the Company shall not be responsible for ensuring that the content made available are not misleading and describe the actual condition of the Pharmaceutical Goods and Services. Also, You acknowledge and understand that the Company provides no warranty or representation with respect to the authenticity of the information provided on the Website and You must do Your own check.  
    The Company shall not be, in any event, held responsible or liable for any damages arising out of such content by third-parties.
  + **Prescription Drugs-**In order to purchase drugs and pharmaceutical products that requires a valid prescription, You are required to upload a scanned copy of the valid prescription on the Website. Third- Party Pharmacies will verify the prescription forwarded by You and in case of any discrepancy observed by the third-party pharmacies, the order will be cancelled by the third-party pharmacies immediately. You are also required to make the original prescription available at the time of receipt of delivery of the order. You shall also allow the delivery agent to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.
  + **Substitution of Prescribed Drugs-**You acknowledge and accept that the order for a substitute of a Prescription Drug would only be processed if the medical expert/ doctor has himself/ herself permitted for any other equivalent generic drug to be dispensed in place of the Prescription Drug in the prescription or if the prescription solely lists the salt names instead of a specific brand name.  
    You further acknowledge and accept that, in the absence of the above, the concerned Third Party Pharmacy would not dispense a substitute drug in place of the Prescription Drug.
  + **Invitation to offer for sale-**The listing of drugs and other pharmaceutical products on the Website by the Third Party Pharmacies is merely an ‘invitation to an offer for sale’ and not an ‘offer for sale’. The placement of an order by you shall constitute an offer by You to enter into an agreement with the Third Party Pharmacies (“Offer”). Post the Offer from the Third Party Pharmacies, the Company shall send an email to you with the information on the Offer along with the details of the concerned Third Party Pharmacy(s) who may undertake the sale, and such an email shall not be considered as an acceptance of the Offer. The acceptance of the Offer would only be undertaken by the Third Party Pharmacy(s) after the validation/ verification of the prescription by such Third Party Pharmacy (in case of Prescription Drugs) and the ascertainment of the available stock in the relevant Third Party Pharmacy(s) (in the case of prescription as well as other drugs/ pharmaceutical products), by way of a confirmatory email to be sent to You.  
    It is hereby clarified that any reference of the term ‘offer/ offered for sale by the Retail Pharmacies’, as appearing in these Terms of Use, shall be construed solely as an ‘invitation to offer for sale’ by any such Retail Pharmacies.
  + **Transfer of Property and Completion of Sale-**Upon acceptance of the Offer by the concerned Retail Pharmacies (being the brick and mortar pharmacy, the Pharmaceutical Drugs and Services would be dispensed at the pharmacy, in accordance with the terms of the order placed by You. Such dispensation shall also take place under the direct/ personal supervision of the pharmacist of the Retail Pharmacies, wherever required under the applicable law(s).  
    You agree and acknowledge that the property and title in the Pharmaceutical Drugs and Services ordered by You shall stand immediately transferred to You upon the dispensation of Pharmaceutical Drugs and Services and the raising of the invoice at the concerned Retail Pharmacies. Accordingly, the sale of Pharmaceutical Drugs and Services is concluded at the concerned Retail Pharmacies itself.  
    The invoice in relation to the Pharmaceutical Drugs and Services, that are required to be delivered to You shall be issued by the concerned Retail Pharmacies (being the brick and mortar pharmacy) which is to process and satisfy the order for such Pharmaceutical Drugs and Services.
  + **Drugs Delivery-**The Pharmaceutical Drugs and Services shall be delivered by the Retail Pharmacies or independent contractors. You accept and acknowledges that the courier/ delivery personnel, engaged by the Retail Pharmacies or the Company, shall be User Agent of the delivery of the Pharmaceutical Drugs and Services from the concerned Retail Pharmacies to the address notified by You, with no control over the Pharmaceutical Drugs and Services and no additional obligation apart from standard delivery obligations and duty of care.
  + **Diagnostics Services –**The Company provides Services through the Website as a marketplace and facilitates the Users to avail diagnostic test/ package facilities offered by third-party labs (“Labs”) through the Website. Further, the Company shall in no event be responsible for the samples collected, tests conducted and reports generated by the third-party labs. The Company only provides facilitation services to the Users of the Website. User and the Labs agree to use the Website and the materials provided therein only for purposes that are permitted by: (a) these Terms of Use; and (b) any applicable law(s), regulation or generally accepted practices or guidelines in the relevant jurisdictions.  
    Notwithstanding anything to the contrary contained herein, Labs alone shall be liable for Labs’ dealings and interaction with the Users who avail the services of the Labs or diagnostic centres contacted or managed through the Website and the Company shall have no liability or responsibility in this regard. The Company does not guarantee or make any representation with respect to the correctness, completeness or accuracy of the information or details provided by such User, Labs or any diagnostic centre or any third party through the Website. The Company, upon its discretion, may suspend labs or Users ability to use or access the Website at any time when the Company observes breach of these Terms of Use or for any other reason. The Company shall have no liability or responsibility towards any wrong information on the Website with regard to the Labs.
  + **Online Doctor Consultancy -**The Company is a facilitator of healthcare services that provides healthcare products and services to the Users. The words “Your Physician” or “Your Doctor” or “Healthcare Provider” or similar words on the Website, shall be interpreted and mean the User’s personal doctor with whom the User has a doctor-patient relationship. The third party registered medical practitioners are not related to Company but merely providing medical consultation to You with Your consent. You agree and acknowledge that the third party registered medical practitioners are independent contractors and hence, the Company, in no event, shall be directly or vicariously liable for any advice or medical consultancy or any loss arising from the third party registered medical practitioners.  
    The e-prescription which may be issued by the registered medical practioner(s), in certain events, may not be a valid prescription under applicable law(s) of India and may not be used for dispensation of medicines by any pharmacist including the third-party retail pharmacies. We will only act as an aggregator in the event You request Us to process the e-prescription or any form thereof (whether original or scanned copy of the original prescription). We will have no responsibility or liability in such events. You agree and acknowledge that it shall be at your sole responsibility and risk.  
    The Company does not recommend any specific registered medical practioner(s), tests, products, opinions or other information that may be mentioned in the Website. Reliance on any information provided on the Website is solely at Your own risk. You shall call Your nearest doctor/hospital or any related helpline in case of any medical emergency.  
    The Services are not for use in medical emergencies or for critical health situations and may not be best solution where a face-to-face consultation is required. Hence, we discourage any delay in seeking advice from Your doctor on account of something that You may have heard/viewed on the Website.   
    Further, the Company shall not it is Your responsibility for ensuring that the information submitted is accurate and the Company shall not make any effort to validate any information provided by You for using the Services with respect to content,  
    The opinions, statements, consultation via digital mode provided by the third party registered medical practitioners through the Website shall not reflect the opinions of the Company, its affiliates etc. The Company makes no warranty that the Services will meet Your requirements, or that the Service(s) will be uninterrupted, timely, secure, or error free. This includes loss of data or any service interruption caused by the Company employees. The Company is not responsible for transmission errors, corruption of data.

1. Eligibility of Use

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including without limitation minors, un-discharged insolvents etc. are not eligible to use the Website. The Products shall also not available to any Users suspended or removed from the company’s system for any reason whatsoever. If You do not conform to the above qualification, You will not be permitted to put a requisition for the Products through the Website. By accessing and using this Website, You represent that You are of legal age to form a binding contract and are not a person barred from receiving services under the laws as applicable in India. Notwithstanding the foregoing, if You are below the age of eighteen (18) years, You may avail the services provided by the Website, through Your legal guardian in accordance with the applicable laws.

Company reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to Company’s notice or if it is discovered that you are under the age of 18 years.

Company reserves the right to refuse access to use the services offered at the Website to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so and You shall have no right to object to the same.

You shall not have more than one active Account on the Website. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party.

1. User Account, Password and Security

Company shall enable You to make the requisition of Products and Services available to You through the Website, only if You have provided Company certain required User information, including without limitation, name; user ID; email address; address; gender; age; phone number; password; valid finance account information; and other details and created an account ("Account") through Company ID and password or other log-in ID and password, which can include a facebook, gmail, yahoo ID or any other valid email ID (collectively, the "Account Information") . The transaction and delivery of the Products by the registered merchants/vendors may also be subject to procedures for use of the Website, Terms, uploaded guidelines, rules, additional terms of service, or other disclaimer & notices, if any ("Additional Terms"). If there is any conflict between the Terms and the Additional Terms, the Additional Terms shall take precedence in relation to that service.

The Website requires You to register as a User by creating an Account in order to avail of the services provided by the Website. You will be responsible for maintaining the confidentiality of the Account Information, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify Company of any unauthorized use of Your Account or Account Information or any other breach of security, and (b) ensure that You exit / log out from Your Account at the end of each session. Company cannot and will not be liable for any loss or damage arising from Your failure to comply with this Section 4. You may be held liable for losses incurred by Company or any other User of or visitor to the Website due to authorized or unauthorized use of Your Account as a result of Your failure in keeping Your Account Information secure and confidential or otherwise.

The Website also allows / shall allow restricted access to the Website for unregistered Users.

You shall ensure that the Account Information provided by You in the Website's registration form is true, complete, accurate and up-to-date.

Use of another User's Account Information for availing the services offered by Company is expressly prohibited.

If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate Your Account and refuse any and all current or future use of the Website by You.

You confirm that you are the authorised holder of the credit card or the original account holder used in the transactions he/she makes using the Website. Company will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of the Your ID/password/credit card number/account details number for using the Website.

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

1. Pricing Information and Payment

Company strives to provide You with the best prices possible on the Products You require from the Website. The pricing details for purchase of Products from the Website are detailed under these Terms.

Further:

(a) All commercial terms such as price, delivery, dispatch of Products and/or services are as per principal to principal bipartite contractual obligations between User and the third parties.

(b) Your relationship with Company is on a principal to principal basis and by accepting these Terms of Use You agree that Company is an independent contractor for all purposes, and does not have control of or liability for the products or services that are listed/ offered on Company's Website. Company does not guarantee the identity of any third-parties nor does it ensure that a User or a third party will complete a transaction.

(c) You, as a User, understand that upon initiating a requisition on the Website that You are entering into a legally binding and enforceable contract with the third party to purchase the Products and /or Services from the third party on a cash on delivery basis or such the mode as may be specified by Company.

(d) You, as a User, shall hand over a copy of the prescription, at the time of delivery, for the delivery of Products which as per law requires a valid prescription signed by a medical practitioner. You acknowledge that delivery of such Products shall be made only if the third party or its agent/employee is satisfied that the prescription is in compliance with applicable norms.

(e) You, as a User, shall electronically notify Company using the appropriate Company’s Website features immediately upon Delivery or non-Delivery within the time period as provided in these Terms of Use. Non-notification by You of delivery or non-delivery within the time period specified in the these Terms of Use shall be construed as a deemed delivery in respect of that particular order.

(f) You, as a User, shall be entitled to claim a refund in accordance with the Refund and Return Policy of the Company.

(g) Refund shall be made in Indian Rupees only and shall be equivalent to the Transaction Price received in Indian Rupees.

(h) Refund shall be subject to User complying with these Terms of Use.

(i) Company reserves the right to refuse to process orders/requisitions from Users with a prior history of questionable charges including without limitation breach of any agreements by User with Company or breach of any policy.

(j) The User and third-party acknowledge that Company will not be liable for any damages, interests or claims etc. resulting from not processing a transaction/transaction price or any delay in processing a transaction/transaction price which is beyond control of Company.

(k) You acknowledge that Company is a mere facilitator and does not fall within the purview of the Food Safety and Standards Act, 2006 and the rules framed thereunder.

(l) You acknowledge that Company is a mere facilitator and does not fall within the purview of the Drugs and Cosmetics Act, 1940 and the rules framed thereunder.

(m) The User also agrees to pay a nominal fee for the same.

1. User Obligations

Subject to compliance with these Terms, Company grants You a personal, non-exclusive, non-transferable, limited privilege to access and use this Website and the services provided herein.

You agree to use the services, Website and the materials provided therein only for purposes that are permitted by: (a) the Terms; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

You agree to adhere to all limitations on dissemination, use and reproduction of any materials (such as the Product catalogues) that You access on the Website in accordance with Section 7 below.

You agree not to access (or attempt to access) the Website and the materials or services by any means other than through the interface that is provided by Company. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.

You acknowledge and agree that by accessing or using the Website or Services, You may be exposed to content from other users that You may consider offensive, indecent or otherwise objectionable. Company disclaims all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content in the manner prescribed herein.

If Website allows You to post and upload any material on the Website, You hereby undertake to ensure that such material is not offensive and in accordance with applicable laws. Further, You undertake not to:

* + Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
  + Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
  + Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;
  + Upload files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
  + Upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
  + Engage in any activity that interferes with or disrupts access to the Website or the services (or the servers and networks which are connected to the Website);
  + Attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any Company server, or to any of the services offered on or through the Website, by hacking, password mining or any other illegitimate means;
  + Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Website, or any other customer of Company, including any Company Account not owned by You, to its source, or exploit the Website or service or information made available or offered by or through the Website, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Website;
  + Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
  + Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Section.
  + Use any device or software to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website;
  + Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or other third parties;
  + Conduct or forward surveys, contests, pyramid schemes or chain letters;
  + Download any file posted by another user of a service that you know, or reasonably should know, cannot be legally distributed in such manner;
  + Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
  + Violate any code of conduct or other guidelines, which may be applicable for or to any particular Service;
  + Violate any applicable laws or regulations for the time being in force within or outside India;
  + Violate the Terms including but not limited to any applicable Additional Terms of the Website contained herein or elsewhere; and
  + Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.

Company has no obligation to monitor such communications by You. However, Company reserves the right to review materials posted by You and to remove any materials in its sole discretion. Company reserves the right to terminate the User's access to any or all of such communication services provided by Company at any time without notice for any reason whatsoever.

Company reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Company's sole discretion.

Company does not control or endorse the content, messages or information found in any communication service and, therefore, Company specifically disclaims any liability or responsibility whatsoever with regard to the communication services and any actions resulting from the user's participation in any communication service.

You agree that You are solely responsible to Company and to any third party for any breach of Your obligations under the Terms and for the consequences (including any loss or damage which company or its affiliates or its vendors may suffer) for any such breach.

You agree and acknowledge that Company is not the third party of the Products and Company shall in no manner be deemed to be the third party of the Products on this Website. Company is only facilitating purchase of the Products by You from the third parties by providing the services to You.

You agree that Company may, at any time, modify or discontinue all or part of the Website, charge, modify or waive fees required to use the Website, or offer opportunities to some or all Website Users.

You agree that the Website may not be used for illegal purposes. The Information and Services may not be used for any illegal purpose. You may not access our networks, computers, or the Information and Services in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any Information or Services, other accounts, computer systems, or networks connected with the Website, the Information, or Services. Such unauthorized access includes, but is not limited to, using another person’s login credentials to access his or her Company profile/ account. Any attempt by any individual or entity to solicit login information of any other user or Medical Expert or to access any such account is an express and direct violation of these Terms of Use and of applicable law(s), including relevant privacy and security laws and laws prohibiting unfair or unethical business practices.

You agree and acknowledge that the exchanges between the third party registered medical practitioners and the You over telephone and the e-prescription would be accessible to the Company for the purposes of monitoring the quality of the consultation. The consultation provided by the third-party registered medical practitioner shall be done vide a secured recorded line.

**Risks associated with Company’s Services**

You abide by these Terms of Use, Privacy Policy and any other Company Policy by using the Company’s Services.

The third party registered medical practitioners will not be examining You physically and may not have access to all or some of Your medical history that might be critical to consult You. The third party registered medical practitioners will not have the benefit of information that would be obtained by examining You in person, observing Your physical condition and by going through Your medical records. This means that the Services provided is different from the diagnostic and treatment services typically decided by a physician. Therefore, the third party registered medical practitioners may not be aware of facts or information that would affect his or her opinion of Your diagnosis. Therefore, to reduce the risk of this limitation, the Company strongly encourages You to be in touch with an on-ground physician and share the Company’s opinion with him/her.

You acknowledge and agree, by requesting a medical opinion through the Website, that-

* + the advice/information/opinion on diagnosis You may receive could be limited and provisional;
  + the medical opinion is not intended to replace a face-to-face visit with a physician and it does replace an actual doctor-patient relationship;
  + in case of a second opinion where there is a difference of opinion among Our third party registered medical practitioners and Your physician, You would bear the responsibility to decide on online or offline consultation, or procedure, and/or treatment;
  + the Medical Expert is reliant on information provided by You and hence any information demonstrated to have been falsified, misleading or incomplete will immediately render the opinion and all details therein null and void;
  + in some events, the Medical Expert may determine that the transmitted information is of inadequate quality and may ask for more information, without which he/she may refuse to answer the query;
  + in rare cases, the third party registered medical practitioners may feel that the query may not be answerable without physically examining the patient/ Users and the Consultation may be refused forthwith;
  + in very rare instances, security protocols could fail, causing a breach of privacy of personal medical information; and
  + delays in medical evaluation and answers could occur due to deficiencies or failures of the service as per those mentioned in these Terms of Use.

1. Use of Materials

Except as expressly indicated to the contrary in any applicable Additional Terms, Company hereby grants You a personal, non-exclusive, freely revocable (upon notice from Company), non-transferable access to view, download and print product catalogues or any other materials available on the Website, subject to the following condition:

* + You may access and use the materials solely for personal, informational, and internal purposes, in accordance with the Terms; You may not modify or alter Product catalogues or any other materials available on the Website;
  + You may not distribute or sell, rent, lease, license or otherwise make the Product catalogues or any other materials available on the Website available to others; and
  + You may not remove any text, copyright or other proprietary notices contained in the Product catalogues or any other materials available on the Website.

The rights granted to You in the Product catalogues or any other materials as specified above are not applicable to the design, layout or look and feel of the Website. Such elements of the Website are protected by intellectual property rights and may not be copied or imitated in whole or in part. The Product catalogues or any other materials available on the Website shall not be copied or retransmitted unless expressly permitted by Company.

Any software that is available on the Website is the property of Company or its third parties. You may not use, download or install any software available at the Website, unless otherwise expressly permitted by these Terms or by the express written permission of Company.

Any purchase of the merchandise or Services from the Website will be strictly for personal use of the User. The User hereby expressly agrees that any merchandize or Services purchased by the User will not be sold, resold, bartered or in any way used for any commercial purposes or for profit. The User hereby acknowledges that the Services or merchandize purchased is not transferrable to any third party for profit.

1. Usage Conduct

You shall solely be responsible for maintaining the necessary computer equipments and Internet connections that may be required to access, use and transact on the Website.

You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged through the Website.

You shall use this Website, and any voucher/ coupons purchased through it, for personal, non-commercial use only and shall not re-sell the same to any other person.

Once you subscribe with Quicken pharmacy, you shall use the prescription exclusively to purchase medicines via Quicken pharmacy and shall not use the same prescription to fulfill the medicine requirement from other retailers until the medicines are not supplied for any reason via Quicken pharmacy partner third parties.

1. Intellectual Property Rights

The Website and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "Content") on the Website is owned and controlled by Company and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

The trademarks, logos and service marks displayed on the Website ("Marks") are the property of Company or their third parties or respective third parties. You are not permitted to use the Marks without the prior consent of Company, the relevant third parties that may own the Marks.

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, Company owns all intellectual property rights to and into the trademark www.quicken pharmacy.in, and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from Company or third party owner of such Content.

1. Cancellation, Returns and Refund Policy

**A: Cancellation Policy:**

**Medicine Orders**

* + An order can be cancelled from the ‘Order details’ screen on the Website before it is marked as out for delivery. Else, You can refuse it at the time of delivery and a refund will be processed into the payment source, in the event the order amount was paid online.

**Healthcare Products**

* + An order can be cancelled by getting in touch with our Customer Care team before the shipment is handed over to our logistics partner. Else, You can refuse it at the time of delivery and a refund will be processed into the payment source, in the event the order amount was paid online.

**Diagnostics Orders**

* + An order can be cancelled anytime unless it is marked 'Sample Collected' by the third-party phlebotomist. Else, You can refuse sample pick up at the collection location and a refund will be processed into the payment source, in the event the order amount was paid online.

**B: Return Policy:**

**Medicine Orders**

Quicken pharmacy's return policy gives You an option to return the medicines purchased within 30 days of delivery. However, in case of refrigerated medicines, You can return the medicines within 3 days from the date of delivery of the medicines. You are requested to keep the copy of the invoice/bill from the Retail Pharmacies handy for verification.

* + Eligibility of Medicines for Returns: Medicine(s) which are opened, partially used or disfigured are not eligible for returns. Please check the package carefully at the time of delivery.
  + Return Process: You can raise a request to return Your medicine(s) within 30 days of delivery with these simple steps:
    - 1. Go to My Orders
    - 2. Select the respective order and click on 'RETURN'
    - 3. Select the item You wish to return with quantity and reason for return.

We will pick up the return items within 1-7 days from the date of request. Please keep the return package ready in its original packaging.

**Healthcare Products**

* + Quicken pharmacy’s return policy gives You an option to return the healthcare products purchased within 2 days from the date of delivery.
  + Eligibility of Products for Returns- The Products shall not be eligible for a return under the following circumstances-
    - 1. If the product is a consumable item;
    - 2. If the product has been tampered;
    - 3. If the product packaging and/or packaging box and/or packaging seal has been tampered;
    - 4. If it is mentioned on the product detail page that the product is non-returnable
    - 5. Any accessories supplied with the product are missing;
    - 6. If the product does not have a serial number or UPC number;
    - 7. Any damage / defect which is not covered under the manufacturer's warranty;
    - 8. The product is without original packing and accessories;
    - 9. If the product is damaged due to misuse;
    - 10. Products related to baby care, food & nutrition, healthcare devices and sexual wellness such as but not limited to diapers, health drinks, health supplements, glucometers, glucometer strips/lancets, health monitors, condoms, pregnancy/fertility kits, etc.

**C: Refund Policy:**

* + Once the refund has been initiated for eligible returns as mentioned above, the amount is expected to reflect in your account as per the following timelines:
    - 1. Quicken pharmacy wallet: Same day;
    - 2. NEFT: 1-3 business days post refund initiation;
    - 3. Online refund: 7-10 business days post refund initiation subject to the bank turnaround time and RBI Guidelines.
    - 4. PhonePe and other wallets: 2-3 business days post refund initiation.

\*The MRP mentioned at the time of return is without discount and total amount to be refunded listed is an estimate. Total amount paid by You for the medicine(s) will be refunded once pick up is completed and verified by the third-party Retail Pharmacies.

1. Disclaimer Of Warranties & Liabilities

You expressly understand and agree that, to the maximum extent permitted by applicable law:

the website, services and other materials are provided by Company on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. without limiting the foregoing, Company makes no warranty that (i) the Website or the services will meet your requirements or your use of the Website or the services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Website, services or materials will be effective, accurate or reliable; (iii) the quality of the Website, services or other materials will meet your expectations; or that (iv) any errors or defects in the Website, services or other materials will be corrected. No advice or information, whether oral or written, obtained by you from Company or through or from use of the services shall create any warranty not expressly stated in the terms.

to the maximum extent permitted by applicable law, Company will have no liability related to user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Company also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content.

Company will not be liable for any loss that you may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Website or any services or materials, either with or without your knowledge. Company has endeavored to ensure that all the information on the Website is correct, but Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. Company shall not be responsible for the delay or inability to use the website or related functionalities, the provision of or failure to provide functionalities, or for any information, software, products, functionalities and related graphics obtained through the Website, or otherwise arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise. further, Company shall not be held responsible for non-availability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Company's control. The user understands and agrees that any material or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. Company is not responsible for any typographical error leading to an invalid coupon. Company accepts no liability for any errors or omissions, with respect to any information provided to you whether on behalf of itself or third parties.

Company shall not be liable for any third party product or services. the advertisement available on e-mail or website with respect to the third party website or the Products are for information purpose only.

You expressly agree that Your use of the Website is at Your risk.

1. Indemnification and Limitation of Liability

You agree to indemnify, defend and hold harmless Company including but not limited to its affiliates, vendors, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Company that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms. Further, You agree to hold Company harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website, any claim that Your material caused damage to a third party, Your violation of the Terms, or Your violation of any rights of another, including any intellectual property rights.

Notwithstanding anything to contrary, Company's entire liability to You under this Terms or otherwise shall be the refund of the money charged from You for any specific voucher or Product or service, under which the unlikely liability arises.

In no event shall Company, its officers, directors, employees, partners or suppliers be liable to You, the vendor or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Company has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Website, services or materials.

Company is not responsible for any non-performance or breach of any contract entered into between Buyers and Sellers. Company cannot and does not guarantee that the concerned Buyers and/or Sellers will perform any <no transactions are entered into> on the Website. Company shall not and is not required to mediate or resolve any dispute or disagreement between Buyers and Sellers.

Company does not at any point of time during any transaction between Buyer and Seller on the Website come into or take possession of any of the products or services offered by Seller nor does it at any point gain title to or have any rights or claims over the products or services offered by Seller to Buyer.

It no time shall Company hold any right, title or interest over the products nor shall Company have any obligations or liabilities in respect of such contract entered into between Buyers and Sellers. Company is not responsible for unsatisfactory or delayed performance of services or damages or delays as a result of products which are out of stock, unavailable or back ordered.

The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

1. Violation of the Terms

You agree that Company may, in its sole discretion and without prior notice, terminate Your access to the Website and block Your future access to the Website if Company determines that You have violated these Terms or Additional Terms. You also agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to Company, for which monetary damages would be inadequate, and You consent to Company obtaining any injunctive or equitable relief that Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Company may have at law or in equity.

You agree that Company may, in its sole discretion, and without prior notice, terminate Your access to the Website, for cause, which includes (but is not limited to): (1) requests by law enforcement or other government agencies; (2) a request by You (self-initiated account deletions); (3) discontinuance or material modification of the Website or any service offered on or through the Website; or (4) unexpected technical issues or problems.

If Company does take any legal action against You as a result of Your violation of these Terms, Company will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Company.

1. Termination

The Terms will continue to apply until terminated by either You or Company as set forth below. If You want to terminate Your agreement with Company, You may do so by (i) not accessing the Website; or (ii) closing Your accounts for all of the services that You use, where Company has made this option available to You.

Company may, at any time, with or without notice, terminate the Terms (or portion thereof, such as any individual Additional Terms) with you if:

* + You breach any of the provisions of the Terms, the Privacy Policy or any other terms, conditions, or policies that may be applicable to You from time to time (or have acted in a manner that clearly shows that You do not intend to, or are unable to, comply with the same);
  + Company is required to do so by law (for example, where the provision of the services hereunder, to You is, or becomes, unlawful);
  + The provision of the services to You, by Company is, in Company's opinion, no longer commercially viable;
  + Company has elected to discontinue, with or without reason, access to the Website, the services (or any part thereof); or

Company may also terminate or suspend all or a portion of Your account or access to the services with or without reason. Except as may be set forth in any Additional Terms applicable to a particular service, termination of Your Account may include: (i) removal of access to all offerings within the Website or with respect to the services; (ii) deletion of Your materials and Account Information, including Your personal information, log-in ID and password, and all related information, files and materials associated with or inside Your Account (or any part thereof); and (iii) barring of further use of the Services.

You agree that all terminations shall be made in Company's sole discretion and that Company shall not be liable to You or any third party for any termination of Your Account (and accompanying deletion of Your Account Information), or Your access to the Website and the services offered thereunder.

Notwithstanding the foregoing, these Terms will survive indefinitely unless and until Company chooses to terminate them.

If You or Company terminates Your use of the Website, Company may delete any content or other materials relating to Your use of the Website and Company will have no liability to You or any third party for doing so.

1. Governing Law

These Terms and all transactions entered into on or through the Website and the relationship between You and Company shall be governed in accordance with the laws of India without reference to conflict of laws principles.

You agree that all claims, differences and disputes arising under or in connection with or in relation hereto the Website, the Terms or any transactions entered into on or through the Website or the relationship between You and Company shall be subject to the exclusive jurisdiction of the courts at Mumbai, India and You hereby accede to and accept the jurisdiction of such courts.

1. Report Abuse

In the event You come across any abuse or violation of these Terms or if You become aware of any objectionable content on the Website, please report to Company’s customer support team.

1. Privacy Policy

Company views protection of Your privacy as a very important principle. We store and process Your Account Information including any sensitive personal / financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Company’s current [Privacy Policy](https://pharmeasy.in/privacy-policy) is available at [www.quicken pharmacy.in](https://www.pharmeasy.in/). If You object to Your Information being transferred or used in this way please do not use Website.

Company will share / sell / transfer / license / covey some or all of your personal information with another business entity should we (or our assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. Should such a transaction or situation occur, the other business entity or the new combined entity will be required to follow the privacy policy with respect to Your personal information. Once You provide Your information to us, You provide such information to Company and affiliates of Company and Company and its affiliate may use such information to provide You various services with respect to Your transaction whether such transaction are conducted on [www.quicken pharmacy.in](https://www.pharmeasy.in/) or with third party merchant's or third party merchant's website.

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Company in respect of the Website. You further consent that the terms and contents of such Privacy Policy are acceptable to You. ([https://quicken pharmacy.in/privacy-policy](https://pharmeasy.in/privacy-policy))

1. Communications

You hereby expressly agree to receive communications by way of SMS, e-mails from Company, phone calls relating to the Products offered through the Website.

A User can unsubscribe / opt-out from receiving communications from Company through SMS and e-mail anytime by:

* + Visiting www.quicken pharmacy.into unsubscribe from messages/ SMS; and
  + Newsletters sent daily at the registered email address:

by clicking on the unsubscribe option attached at the bottom of newsletter received through e-mail

1. General Provisions

Notice: All notices of Company will be served by email or by general notification on the Website. Any notice provided to Company pursuant to the Terms should be sent to legal@quicken pharmacy.in

Assignment: You cannot assign or otherwise transfer the Terms, or any rights granted hereunder to any third party. Company's rights under the Terms are freely transferable by Company to any third parties without the requirement of seeking Your consent.

Severability: If, for any reason, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

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