

TERMS OF SERVICE

These customer Terms of Service (**Terms**) describe your rights and responsibilities when using our website (www.itsmypharma.com) or the mobile application. Please read them carefully. If you are a customer these Terms govern your access and use of our services.

These Terms form a binding contract. By accessing, viewing or using the material on the site or application, you indicate that you understand and accept these Terms.

Services

Welcome to www.itsmypharma.com website operated by **PhyDigi Digital Platforms LLP**

PhyDigi Digital Platforms LLP (we, us, our) provides a platform on which your local pharmacies/medical stores and pharmaceutical products are listed. Our role is limited to listing the pharmacies and products and as such, we do not own or control the pharmacy inventory. We do not own any pharmacies and it is expressly clarified that we are not a marketplace or an e-commerce player facilitating a transaction between a seller and customer. If you decide to purchase products, you will be directly dealing with the concerned pharmacy and we will not be part of that transaction. We do not charge facilitation or transaction fee for transactions that you undertake with the aforesaid pharmacies. Your use of this website [application] is free of cost.

Your Account

If you use the website or the application, you are responsible for maintaining confidentiality of your account and the password and for restricting access and you agree to accept responsibility for all activities that occur under your account. You confirm that the information that you provide is accurate and not misleading.

Disclaimer of Warranty and Liability

While we strive to keep the most current information on our website and application, we cannot assume responsibility for any errors or omissions. We have no obligation to update this website; therefore information presented may be out of date and contain inaccuracies or errors. We may make changes to the information presented herein, or to these Terms at any time without prior notice, except as prohibited by law.

Users of this site agree that neither we nor our affiliates shall be liable for any claim, loss or damages which may result from the use of, access to, or inability to use the website. You agree to use this website and submit information at your own risk.

Restrictions

You may not create a link to this website from another website or document without our prior written consent. You also agree to not indulge in any activity which may directly or indirectly have any impact on the website and the platform. You understand that practices such as data crawling, web scrapping

or any other form of extraction is expressly prohibited. You will not use the website to do anything which may violate rights of any third party or any applicable law.

You will not use this website and/or the services or make any attempt to penetrate, modify or manipulate this website; invade the privacy of, obtain the identity of, or obtain any personal information about any third party; attempt to interfere with service to any user, host or network, including without limitation, by submitting any harmful code, trojan horse, worm or virus to the website or application. You will not spoof or otherwise impersonate any individual or entity, or forge any data.

Consequences

We reserve all rights, including without limitation the right to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit and/or criminal prosecution for any alleged or actual illegal activities involving this website or application. We may suspend or permanently terminate your access to the website.

Links to other websites

This website/ [application] may contain links to other websites for the convenience of users in locating information and services that may be of interest. Visitors to the website acknowledge that these third-party websites are maintained by persons or organizations over which we exercise no control; and we are not responsible for the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party websites.

Intellectual Property

We are the owner of all intellectual property in relation to the content, look and feel attributes of the website and reserve all rights in that regard. Any commercial use of website content is prohibited without our prior written consent. We would like to clarify that the intellectual property rights in relation to the medicines, images or description of such medicines belongs to third party which has registered such intellectual property.

Intended Audience

The website or application is available only to individuals who are at least 18 years old. By using the website or the application you affirm that you are at least 18 years of age and fully able and competent to enter into, abide by and comply with terms and conditions of the Terms.

Indemnification

You agree to indemnify, defend, and hold us, our affiliates, officers, partners, directors, employees, suppliers, licensors and agents (and its and their successors, officers, directors and employees) harmless from and against any and all claims, demands, costs, liabilities, judgments, losses, expenses and damages (including attorneys' fees) arising out of or relating to (a) your use of the website; and (b) a violation of these Terms.

Applicable Laws and Dispute

Your use of this website and any dispute arising out of such use of the website is subject to the laws of India or other regulatory authority. Any controversy, claim or dispute arising out of or relating to the Terms, shall be settled by courts of Mumbai.

Communication

All notices must be in writing and addressed to the grievance officer on the particulars set out below. Notice will be treated as given receipt as verified by written or automated receipt.

Ms. Priya Nair

101-103, Tirupati Udyog Premises
I.B.Patel Road, Goregaon (East),
Mumbai – 400 063, India
Greviances@phydigi.com

Modification

We reserve the right to modify or amend the Terms partially or in entirety without serving any notice. You are advised to periodically check the prevailing Terms applicable to you.