Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE (THE "TERMS") CAREFULLY BEFORE USING THIS WEB SITE (THE "SITE") AND OTHER WEBSITES (THE "SITES"), INCLUDING ANY SUBDOMAINS THEREOF, OR ANY RELATED SMARTPHONE OR MOBILE APPLICATIONS, OPERATED BY PURELIFE PHARMACY AND ITS AFFILIATED COMPANIES. THE TERMS GOVERN YOUR USE OF THE SITES AND ARE BINDING BETWEEN YOU AND PURELIFE PHARMACY

1. **ACCEPTANCE OF TERMS AND SUBSEQUENT AMENDMENTS**

Your use of the Site constitutes your full legal acceptance of the Terms.  By using the Site, you also agree to our privacy policy. IF YOU DO NOT AGREE TO THE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SITE. This page, together with the documents referred to within, contain the terms and conditions ("**Terms and Conditions**") on which Purelife Pharmacy ("**We**", "**Our**", "**Us**" “**Purelife**”) supply any of the products ("**Products**") listed on Our Website www.purelifepharamcy.ng ("**Our Site**") to you, the customer ("**You**", "**Yours**"). Please read these Terms and Conditions carefully before ordering any Products from Our Site. These Terms and Conditions apply to the Contract to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by trade, custom, practice of course of dealing

In these Terms and Conditions, the following rules apply:

1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
3. Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
4. A reference to **writing** or **written** includes e-mails and text messages.

**2.  INFORMATION ABOUT US**

Our Site is operated by Us. We are a company established under the Federal Republic of Nigeria and registered with the Corporate Affairs Commission with Our principal place of business being located at 15A Admiralty Way, Lekki Lagos, Nigeria.

**3. YOUR STATUS**

3.1  By placing an order through Our Site, You warrant that:

     3.1.1  You are at least 18 years of age; and

     3.1.2  You have read, understood and accept these Terms and Conditions; and

     3.1.3  You intend to enter into a legally binding contract with Us; and

     3.1.4  You are legally capable of entering into binding contracts.

**4.  CONTRACT FORMATION**

4.1  After placing an order, You will receive an e-mail from Us acknowledging that We have received Your order. Your order constitutes an offer to Us to buy a Product and any acknowledgement email does not mean that Your order has been accepted by Us. All orders are subject to acceptance by Us, and We will confirm such acceptance to You by sending You an e-mail or text messages that confirms that the Product has been dispatched (the "**Dispatch Confirmation**").

4.2  The Contract constitutes the entire agreement between the parties. You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract.

4.3  The Contract will relate only to those Products whose dispatch We have confirmed (pursuant to this clause 4) in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of Your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

4.4  Any samples, drawings, descriptive matter or advertising produced by Us and any descriptions or illustrations contained on Our Site are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or have any contractual force.

4.5  We reserve the right to amend our Products if reasonable, or required by any applicable statutory or regulatory requirements.

4.6  If Your order contains an order for Medicines Complete, you must also comply with the terms and conditions for Medicines Complete.

**5. LINKS FROM THE WEBSITE**

5.1  Please note that in some cases, We accept orders as agents on behalf of third party sellers. The resulting legal contract is between You and that third party seller, and as such, is subject to the terms and conditions of that third party seller.

5.2  We may also provide links on Our Site to the websites of other companies, whether affiliated with Us or not. **We cannot give any undertakings that the products You purchase from third party sellers through Our Site, or from companies to whose website We have provided a link on Our Site, are of satisfactory quality or fit for purpose, and any such warranties are expressly DISCLAIMED by Us absolutely. This** DISCLAIMER does not affect your statutory rights against the third party seller and you grant Us express permission to disclose your customer information related to that transaction to the third party seller.

6. **ACCURACY; LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES**

Purelife makes commercially reasonable efforts to ensure that all information contained on the Site is accurate and up to date. Nevertheless, you must evaluate the information and content of the Sites. Your use and browsing of the Site is exclusively at your own risk and the Site is provided to you AS-IS WITHOUT WARRANTY OF ANY KIND. PURELIFE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF THE SITE AND THE MATERIALS CONTAINED HEREIN. PURELIFE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PURELIFE DOES NOT WARRANT THAT (A) THE WEBSITE WILL BE ERROR-FREE, UNINTERRUPTED OR SECURE, (B) DEFECTS WILL BE CORRECTED, (C) YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS, OR (D) ANY CONTENT OR INFORMATION ON THE SITE IS CORRECT, RELIABLE, CURRENT OR COMPLETE.  
  
PURELIFE ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE SITE OR DOWNLOAD MATERIAL FROM THE SITE.  
  
UNDER NO CIRCUMSTANCES SHALL PURELIFE, ITS SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) RESULTING FROM ITS PERFORMANCE OR ANY FAILURE TO PERFORM UNDER THE TERMS EVEN IF PURELIFE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

**7.  INTELLECTUAL PROPERTY RIGHTS**

7.1  Intellectual Property Rights ("**Intellectual Property Rights**") means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), logo, product and service names, designs and slogans and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

7.2  All Intellectual Property Rights in or arising out of or in connection with Our Products shall be owned by Us exclusively, you must not use such Marks without the prior written consent of the Company.

**8**. **INDEMNIFICATION**  
You agree to indemnify, defend, and hold Purelife, its subsidiaries, its affiliates, or their respective officers, 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 Site; and (b) a violation of these Terms of Use.

**9.  REFUND POLICY**

Once product is received by the consumer, you shall not be able to cancel the Contract.

**10.  AVAILABILITY AND DELIVERY**

**Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation, or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless exceptional circumstances arises**

**11.  RISK AND TITLE**

11.1  The risk in the Products shall pass to You on completion of delivery.

11.2 Title to the Products shall not pass to You until We have received payment in full (in cash or cleared funds) for the Products; and any other products or services that We have supplied to You in respect of which payment has become due.

**12.  PRICE AND PAYMENT**

12.1  The price of the Products shall be the price set out in the order, or, if no price is quoted, the price set out in Our published price list in force as at the date of delivery.

12.2  We may, by giving notice to You at any time up to 5 days before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:

     12.2.1  any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

     12.2.2  any request by You to change the delivery date, quantities or types of Products ordered; or

     12.2.3  any delay caused by any of Your instructions or failure by You to give Us adequate or accurate information or instructions.

12.3  The price of the Products are exclusive of the costs and charges of transport of the Products, which shall be invoiced to You.

**13.  LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL PURELIFE BE LIABLE FOR ANY DAMAGES, LOSS, OR EXPENSE OF ANY KIND ARISING OUT OF OR RESULTING FROM YOUR USE OR INABILITY T0 USE THE WEBSITES OR ANY WEBSITE LINKED TO THEM, IN WHOLE OR IN PART, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT, INCLUDING WITHOUT LIMITATION A NEGLIGENT ACT, SHALL PURELIFE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE SITES, REGARDLESS OF WHETHER ANY PURELIFE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR DAMAGES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THESE TERMS.

13.2.1  We shall under no circumstances whatsoever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

13.2.2  Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the relevant Products purchased by You.

13.3  Where You buy any Product from a third party seller through Our Site, the seller's individual liability will be set out in the seller's terms and conditions.

**14. STATUTE OF LIMITATIONS**  
You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**15. YOUR ACCOUNT**

If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Purelife reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

**16. RESTRICTIONS ON CONTENT AND SITE**  
You agree that you will not, nor will you permit any third party to do any of the following while accessing or using the Site: (a) use the Site for any purposes not expressly provided for in this Terms of Use; (b) scan, probe, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (c) interfere with, disrupt, or damage the Site or access of any user, host, or network, including without limitation, sending a virus; cancel bots; Trojan horses; overloading, flooding, spamming, mail-bombing the Site, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Site; or similar methods or technology; (d) use our communication tools to send spam; and (e) engage in conduct that is illegal in any way.

**17.  FORCE MAJEURE**

17.1  Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

17.2  Performance under the Contract that is subject to a Force Majeure Event is deemed to be suspended for the period that the Force Majeure Event continues, and an extension of time for performance for the duration of that period applies. Parties must make reasonable efforts to bring the effects of the Force Majeure Event to a conclusion.

**18.  WAIVER**

18.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19.  **VARIATION**

19.1  We have the right to revise and amend these Terms and Conditions as required from time to time.

20.  **NOTICES**

20.1  We may give notice to You at either the e-mail or postal address You provide to Us when placing an order. Notice will be deemed received and properly served immediately when posted on Our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, proof that such e-mail was sent to the specified e-mail address of the addressee.

20.2  The provisions of this clause 20 shall not apply to the service of any proceedings or other documents in any legal action.

21**. TEST MESSAGES**

If You have opted in to receive text messages from us at Purelife, the following terms and conditions apply:

* You may text STOP at any time to stop receiving messages from us
* You may text HELP at anytime to receive information on how to access customer support or may email [support@purelife.com](mailto:support@purelife.com)
* Messages and Data Rates may apply to any messages you send or receive from us

22. **IMPORT DUTY**

22.1  If You order Products from Our Site for delivery outside the Federal Republic of Nigeria, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes, as We accept no such liability.

22.2  You must comply with all applicable laws and regulations of the country for which the products are destined. We are not liable for any breach by You of any such laws.

23**.  WRITTEN COMMUNICATIONS**

23.1  Applicable laws require that some of the information or communications We send to You be in writing. When using Our Site, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or text or provide You with information by posting notices on Our website. By entering into this Contract, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

24. **SEVERENCE**

24.1  If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

24.2  If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

25.  **THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

26**.  GOVERNING LAW AND JURISDICTION**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the Law of the Federal Republic of Nigeria and the parties irrevocably submit to the exclusive jurisdiction of the courts in Nigeria.

27. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our privacy policy

28. **CONTACTING PURELIFE PHARMACY**

If you have any suggestions, comments, and/or questions about the Site and/or these Terms of Use, please contact Us at info@purelife.com