

# Terms of use

Please read these terms of use carefully by accessing or using this internet based platform, you agree to be bound by the terms described herein and all terms incorporated by reference. if you do not agree to all of these terms, do not use this internet based platform.

## 1. WHAT IS medv

1. The domain name [www.medv.com](http://www.medv.com), an internet based portal and medv a mobile application, is owned and operated by ZINPLE INFO SOLUTIONS PRIVATE LIMITED , a company duly incorporated under the provisions of the Companies Act, 2013 (hereinafter referred to as **“ZINPLE INFO SOLUTIONS PRIVATE LIMITED”** or **“We”** or **“Our”** or **“Us”** or **“Company”** ). The domain name and the mobile application are collectively referred to as the **“Website”**.
2. Your access or use of the Website, transaction on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, are governed by the following terms and conditions (hereinafter referred to as the **Terms of Use”**), including the applicable policies which are incorporated herein by way of reference. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as **“You”** or **“Your”** or the **“User”**) on one part and ZINPLE INFO SOLUTIONS PRIVATE LIMITED on the other Part.
3. By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy (as set out in Part B herein below), 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. However, if You

navigate away from the Website to a third party website, You may be subject to alternative terms and conditions of use and privacy policy, as may be specified on such website. In such event, the terms and conditions of use and privacy policy applicable to that website will govern your use of that website.

4. The Website is a platform that facilitates (i) online purchase of pharmaceutical products and allied goods sold by various third party pharmacies **and** manufacturers ("**Third Party Pharmacies**"); and (ii) online advertisements of various sponsors advertising and marketing their own good and services ("**Third Party Advertisers**"). The Third Party Pharmacies and the Third Party Advertisers are collectively referred to as the "**Third Party Service Providers**". Further the Website also serves as an information platform providing health and wellness related information to the Users accessing the Website (The services of Third Party Services Provider and the information services is collectively referred to as the "**Services**").
5. The arrangement between the Third Party Service Providers, You and Us shall be governed in accordance with these Terms of Use. The Services would be made available to such natural persons who have agreed to use the Website after obtaining due registration, in accordance with the procedure as determined by Us, from time to time, (referred to as "**You**" or "**Your**" or "**Yourself**" or "**User**", which terms shall also include natural persons who are accessing the Website merely as visitors). The Services are offered to you through various modes which shall include issue of discount coupons and vouchers that can be redeemed for various goods/ services offered for sale by relevant Third Party Service Providers. To facilitate the relation between you and the Third Party Service Providers through the Website, ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall send to You (promotional content including but not limited to emails, notifications and messages).
6. You agree and acknowledge that the Website is a platform that You and Third Party Service Providers utilize to meet and interact with another for their transactions. ZINPLE INFO SOLUTIONS PRIVATE LIMITED 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 Party Service Providers.

7. ZINPLE INFO SOLUTIONS PRIVATE LIMITED reserves the right to change or modify these Terms of Use or any policy or guideline of the Website including the Privacy Policy, at any time and in its sole discretion. Any changes or modifications 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; therefore, You should frequently review these Terms of Use and applicable policies to understand the terms and conditions that apply to Your use of the Website.
8. As a condition to Your use of the Website, You must be 18 (eighteen) years of age or older to use or visit the Website in any manner. By visiting the Website or accepting these Terms of Use, You represent and warrant to ZINPLE INFO SOLUTIONS PRIVATE LIMITED that You are 18 (eighteen) years of age or older, and that You have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.
9. These Terms of Use is published in compliance of, and is governed by the provisions of Indian laws, including but limited to:
  - the Indian Contract Act, 1872 (“**Contract Act**”);
  - the (Indian) Information Technology Act, 2000 (“**IT Act**”) and the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011, and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (“**IG Guidelines**”);
  - the Drugs and Cosmetics Act, 1940 (“**Drugs Act**”), read with the Drugs and Cosmetics Rules, 1945 (“**Drugs Rules**”);
  - the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954 (“**Drugs and Magic Act**”);
  - The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957;

- Pharmacy Act, 1948 (“**Pharmacy Act**”) and
- The Consumer Protection Act, 1986.

10. ZINPLE INFO SOLUTIONS PRIVATE LIMITED authorizes You to view and access the content available on the Website solely for the purposes of availing the Services, such as visiting, using, ordering, receiving, delivering and communicating only as per these Terms of Use. The contents on the Website including information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content, contains Third Party Service Providers’ content (“**Third Party Content**”) as well as in-house content provided by ZINPLE INFO SOLUTIONS PRIVATE LIMITED including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals (“**ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content**”) (collectively, “**Content**”). The ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content is the property of ZINPLE INFO SOLUTIONS PRIVATE LIMITED and is protected under copyright, trademark and other applicable law(s). You shall not modify the ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content or reproduce, display, publicly perform, distribute, or otherwise use the ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content in any way for any public or commercial purpose or for personal gain.
11. Compliance with these Terms of Use would entitle You to a personal, non-exclusive, non-transferable, limited privilege to access and transact on the Website.
12. These Terms of Use constitute an electronic record in terms of the IT Act and rules framed there under, as applicable and amended from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

## 2. ELIGIBILITY

1. For the purposes of availing the Services and/or transacting with the Third Party Service Providers through the Website, You are required to obtain registration, in accordance with the procedure established by ZINPLE INFO SOLUTIONS PRIVATE LIMITED in this regard. As part

of the registration process, ZINPLE INFO SOLUTIONS PRIVATE LIMITED may collect the following personal information from You:

- Name;
  - User ID;
  - Email address;
  - Address (including country and ZIP/ postal code);
  - Gender;
  - Age;
  - Phone number;
  - Password chosen by the User;
  - Valid financial account information; and
  - Other details as You may volunteer.
2. The registration on or use/ access of the Website is only available to natural persons, other than those who are 'incompetent to contract' under the Contract Act. That is, persons including minors, un-discharged insolvents etc. are not eligible to register on, or use/ access the Website. By registering, accessing or using the Website, You accept the terms of these Terms of Use and represent and warrant to ZINPLE INFO SOLUTIONS PRIVATE LIMITED that you are 'competent to contract' under the Contract Act and have the right, authority and capacity to use the Website and agree to and abide by these Terms of Use.
  3. A registered id can only be utilized by the person whose details have been provided and ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not permit multiple persons to share a single log in/ registration id. However, a registered user, being also a parent or legal guardian of a person 'incompetent to contract' such as minors or persons with unsound mind, would be permitted to access and use the Website for the purposes of procuring the Services, on behalf of such persons.
  4. Organizations, companies, and businesses may not become registered members on the Website or use the Website through individual members.
  5. You agree and acknowledge that You would (i) create only 1 (one) account; (ii) provide accurate, truthful, current and complete information when creating Your account and in all Your dealings

through the Website; (iii) maintain and promptly update Your account information; (iv) maintain the security of Your account by not sharing Your password with others and restricting access to Your account and Your computer; (v) promptly notify ZINPLE INFO SOLUTIONS PRIVATE LIMITED if You discover or otherwise suspect any security breaches relating to the Website; and (vi) take responsibility for all the activities that occur under Your account and accept all risk of unauthorized access.

6. The Website uses temporary cookies to store certain data (that is not sensitive personal data or information) that is used by ZINPLE INFO SOLUTIONS PRIVATE LIMITED 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, ZINPLE INFO SOLUTIONS PRIVATE LIMITED may allow authorized third parties to place or recognize a unique cookie on the Your browser. ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not store personally identifiable information in the cookies.
7. ZINPLE INFO SOLUTIONS PRIVATE LIMITED, at its sole discretion, reserves the right to permanently or temporarily suspend Users, to bar their use and access of the Website and App, at any time while ZINPLE INFO SOLUTIONS PRIVATE LIMITED investigates complaints or alleged violations of these Terms of Use or any Services, or for any other reason

### 3. USE OF SERVICES AND THE WEBSITE

#### 1. E-Commerce Platform for Pharmaceutical products and allied goods –

1. Platform to facilitate transaction of business:
  1. Through the Website, ZINPLE INFO SOLUTIONS PRIVATE LIMITED facilitates the purchase of pharmaceutical products and allied goods, and services offered for sale by Third Party Pharmacies (“**Pharmaceutical products and allied goods**”). You understand and agree that ZINPLE INFO SOLUTIONS PRIVATE LIMITED 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 Third Party Pharmacies, are third party user generated contents and third party products. ZINPLE INFO SOLUTIONS PRIVATE LIMITED has no control over such third party user generated contents and/ Pharmaceutical products and allied goods 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 products and allied goods made available by the Third Party Pharmacies through the Website shall be the sole responsibility of the Third Party Pharmacies. You understand and agree that ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall have no liability with respect to the authenticity of the Pharmaceutical products and allied goods being facilitated through the Website.

2. You understand and agree that all commercial / contractual terms, with respect to the sale/ purchase/ delivery and consumption of the Pharmaceutical products and allied goods are offered by and agreed to between You and the Third Party Pharmacies and the contract for purchase of any of the Pharmaceutical products and allied goods , offered for sale on the Website by the Third Party Pharmacies shall strictly be a bipartite contract between the Third Party Pharmacies and You.
3. The commercial / contractual terms include without limitation - price, shipping costs, payment methods, payment terms, date, period and mode of delivery, warranties related to Pharmaceutical products and allied goods offered for sale by the Third Party Pharmacies, and after sales services related to such Pharmaceutical products and allied goods . ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not have any control over, and does not determine or advise or in any way involve itself in the offering or acceptance of, such commercial / contractual terms offered by and agreed to, between You and the Third Party Pharmacies.

2. Representation as to legal title

1. ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not make any representation or warranty as to legal title of the Pharmaceutical products and allied goods offered for sale by the Third Party Pharmacies on the Website. At no time shall any right, title, claim or interest in the products sold through or displayed on the Website vest with ZINPLE INFO SOLUTIONS PRIVATE LIMITED nor shall ZINPLE INFO SOLUTIONS PRIVATE LIMITED have any obligations or liabilities in respect of any transactions on the

Website. You agree and acknowledge that the ownership of the inventory of such Pharmaceutical products and allied goods shall always vest with the Third Party Pharmacies, who are advertising or offering them for sale on the Website and are the ultimate sellers.

2. You agree and acknowledge that the Third Party Pharmacies shall be solely responsible for any claim/ liability/ damages that may arise in the event if it is discovered that such Third Party Pharmacies do not have the sole and exclusive legal ownership over the Pharmaceutical products and allied goods that have been offered for sale on the Website by such Third Party Pharmacies, or did not have the absolute right, title and authority to deal in and offer for sale such Pharmaceutical products and allied goods on the Website.

### 3. Non-Performance of Contract

You accept and acknowledge the following:

1. ZINPLE INFO SOLUTIONS PRIVATE LIMITED is not responsible for any unsatisfactory, delayed, non-performance or breach of the contract entered into between You and the Third Party Pharmacies for purchase and sale of Pharmaceutical products and allied goods offered by such Third Party Pharmacies on the Website;
2. ZINPLE INFO SOLUTIONS PRIVATE LIMITED cannot and does not guarantee that the concerned Third Party Pharmacies will perform any transaction concluded on the Website;
3. The Third Party Pharmacy(s) are solely responsible for ensuring that the Pharmaceutical products and allied goods offered for sale on the Website are kept in stock for successful fulfilment of orders received. Consequently, ZINPLE INFO SOLUTIONS PRIVATE LIMITED is not responsible if the Third Party Pharmacy(s) does not satisfy the contract for sale of Pharmaceutical products and allied goods 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; and
4. ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall not and is not required to mediate or resolve any dispute or disagreement between You and Third Party Pharmacies. In particular, ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not implicitly or explicitly support or endorse the sale or purchase of any items or services on the Website.



4. Exhibition of drugs and publication of Third Party Pharmacies content on the Website

1. You agree and acknowledge that the respective Third Party Pharmacies are exhibiting Third Party Content which includes catalogue of drugs/ pharmaceutical products and allied goods and information in relation to such drugs/ pharmaceutical products and allied goods on the Website.
2. The Third Party Content available on the Website including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for general information purposes only and does not constitute either an advertisement/ promotion of any drug being offered for sale by the Third Party Pharmacies on the Website.
3. You acknowledge and agree that such Third Party Pharmacies shall be solely responsible for ensuring that such Third Party Content made available regarding the Pharmaceutical products and allied goods offered for sale on the Website, are not misleading and describe the actual condition of the Pharmaceutical products and allied goods. In this connection, it is solely the responsibility of the concerned Third Party Pharmacy(s) to ensure that all such information is accurate in all respects and there is no exaggeration or over emphasis on the specifics of such Pharmaceutical products and allied Goods so as to mislead the Users in any manner. You acknowledge and understand that ZINPLE INFO SOLUTIONS PRIVATE LIMITED provides no warranty or representation with respect to the authenticity/ veracity of the information provided on the Website and You must run Your own independent check. You agree and acknowledge that ZINPLE INFO SOLUTIONS PRIVATE LIMITED has not played any role in the ascertainment of the actual impact/ effect of any Pharmaceutical products and allied Goods being offered for sale by the Third Party Pharmacies on the Website. Further, it is hereby clarified that the Third Party Pharmacies are offering the Pharmaceutical products and allied goods for sale to You and they are responsible for procuring the appropriate licenses for the same under the Drugs Act read with the Drug rules and the Pharmacy Act. You agree and acknowledge that You shall not hold ZINPLE INFO SOLUTIONS PRIVATE LIMITED responsible or liable for any damages arising out of such reliance on third party user generated content by You.

5. Prescription Drugs

1. The Website is a platform that can be used by the Users to purchase various pharmaceutical products and allied goods that requires a valid medical prescription

issued by a medical expert/ doctor to be provided to a registered pharmacist for the purpose of dispensing such medicine ("Prescription Drugs"), offered for sale on the Website by Third Party Pharmacies. In order to purchase Prescription Drugs from Third Party Pharmacies through the Website, You are required to upload a scanned copy of the valid prescription on the Website. The order would not be processed and forwarded to the concerned Third Party Pharmacy(s) by ZINPLE INFO SOLUTIONS PRIVATE LIMITED until it receives a copy of a valid prescription. Third Party Pharmacies will verify the prescription forwarded by You and in case of Third Party Pharmacy(s) observe any discrepancy in the prescription uploaded by You, the Third Party Pharmacy(s) will cancel the order immediately. You are also required to make the original prescription available at the time of receipt of delivery of Prescription Drugs. You shall allow the delivery agent to stamp the original prescription at the time of medicine delivery failing which medicines will not be delivered.

2. ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall maintain a record of all the prescriptions uploaded by the Users.

6. Substitution of Prescribed Drugs

1. If you request for substitution of an order for a Prescription Drug processed or 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, the third party pharmacy(s) would only dispense a substitute drug if you give approval for the alternate/substituted drug.
2. 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.

7. Invitation to offer for sale

1. Notwithstanding anything else contained in any other part of these Terms of Use, the listing of drugs and other pharmaceutical products and allied goods 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, ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall send a message /notification 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 a message /notification 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 and allied goods ), by way of a confirmatory message /notification to be sent to You.

2. For the avoidance of any doubt, it is hereby clarified that any reference of the term 'offer/ offered for sale by the Third Party Pharmacy', as appearing in these Terms of Use, shall be construed solely as an 'invitation to offer for sale' by any such Third Party Pharmacy.

8. Transfer of Property and Completion of Sale

1. Upon acceptance of the Offer by the concerned Third Party Pharmacy (being the brick and mortar pharmacy, the Pharmaceutical products and allied goods 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 Third Party Pharmacy, wherever required under the applicable law(s).
2. You agree and acknowledge that the property and title in the Pharmaceutical products and allied goods ordered by You shall stand immediately transferred to You upon the dispensation of Pharmaceutical products and allied goods and the raising of the invoice at the concerned Third Party Pharmacy. Accordingly, the sale of Pharmaceutical products and allied goods is concluded at the concerned Third Party Pharmacy itself.
3. The invoice in relation to the Pharmaceutical products and allied goods, that are required to be delivered to You shall be issued by the concerned Third Party Pharmacy (being the brick and mortar pharmacy) which is to process and satisfy the order for such Pharmaceutical products and allied goods.

9. Delivery of Drugs

1. The Pharmaceutical products and allied goods shall be delivered by the Third Party Pharmacy or independent contractors. You accept and acknowledge that the Third Party Pharmacy or such other transporter/ courier/ delivery personnel, engaged by the Third Party Pharmacy or ZINPLE INFO SOLUTIONS PRIVATE LIMITED, shall be independent contractors in-charge of the delivery of the Pharmaceutical products and allied goods from the concerned Third Party Pharmacy to the address notified by

You, with no control over the Pharmaceutical products and allied goods and no additional obligation apart from standard delivery obligations and duty of care.

2. You further accept and acknowledge that ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not engage in the distribution of the Pharmaceutical products and allied goods, and may provide the services of a third party transporter/ courier delivery personnel for the purposes of delivery of Pharmaceutical products and allied goods from the concerned Third Party Pharmacy to the address notified by You.

#### **Advertising Guidelines for the Website –**

1. As part of the Services provided by Us; We facilitate and allow Third Party Advertisers to place advertisements on the Website. Accordingly, there are guidelines (as listed herein below) which the Third Party Advertisers have to follow for placing such advertisements (the “Advertising Policy”).

**2. For the Users:** ZINPLE INFO SOLUTIONS PRIVATE LIMITED clearly distinguishes between the editorial content and content that is created or provided by one of Our Third Party Advertisers. The advertisements will be labelled as "sponsored", "from our Advertisers" or "advertisement". This content will not be reviewed by our in-house editorial staff and shall not be subject to our editorial policy (as set out herein below) but shall be subject to the Advertising Policy, these Terms of Use (except the editorial policy) and the Privacy Policy.

**3. For the Third Party Advertisers:** The Third Party Advertisers must be honest about the products or services their advertisements promote; the advertisement shall not create unrealistic expectation and must not be misleading or offending; must be responsible and of the highest standards and without compromising the consumer protection. The Advertising Policy applies to all the advertisements, listed or sought to be listed, on the Website.

**4. General Rules:** All the advertisements must comply with the Advertising Policy, the terms of these Terms of Use (except the editorial policy) and the Privacy Policy. ZINPLE INFO SOLUTIONS PRIVATE LIMITED may, at any time and without having to serve any prior notice to the Third Party Advertisers, (i) upgrade, update, change, modify, or improve the Website or a part thereof in a manner it may deem fit, and (ii) change the content of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy. It is the responsibility of the Third Party Advertisers, in such cases, to review the terms of the Advertising Policy and/ or these Terms of Use and/ or the Privacy Policy, from time to time. Such change shall be made applicable when they are posted. ZINPLE INFO

SOLUTIONS PRIVATE LIMITED may also alter or remove any content from the Website without notice and without liability. The Third Party Advertisers are also responsible for ensuring that their advertisements comply with all applicable law(s) in India and any other jurisdiction that such Third Party Advertiser(s) are based out of, industry codes, rules and regulations in each geographic area where the advertisements will run. All disclosures in the advertisements must be clear and conspicuous.

**5. Review:** All the advertisements are subject to the review and approval of ZINPLE INFO SOLUTIONS PRIVATE LIMITED. ZINPLE INFO SOLUTIONS PRIVATE LIMITED reserves the right to reject or remove any advertisement in its sole discretion for any reason. Further, ZINPLE INFO SOLUTIONS PRIVATE LIMITED also reserves the right to request modifications to any advertisement, and to require factual substantiation for any claim made in an advertisement.

**6. Prohibited Content:** The advertisements must not infringe the intellectual property, privacy, publicity, copyright, or other legal rights of any person or entity. The advertisements must not be false, misleading, fraudulent, defamatory, or deceptive. The following advertisement content is prohibited:

- a. content that demeans, degrades, or shows hate toward a particular race, gender, culture, country, belief, or toward any member of a protected class;
- b. content depicting nudity, sexual behaviour, or obscene gestures;
- c. content depicting drug use;
- d. content depicting excessive violence, including the harming of animals;
- e. shocking, sensational, or disrespectful content;
- f. deceptive, false or misleading content, including deceptive claims, offers, or business practices;
- g. content that directs users to phishing links, malware, or similarly harmful codes or sites; and
- h. content that deceives the Users into providing personal information without their knowledge, under false pretences, or to companies that resell, trade, or otherwise misuse that personal information.

**2. Prohibited Advertisements:** Advertisements for the following products and services are prohibited:

- 1. adult products and services (other than contraceptives; see below);

2. cigarettes (including e-cigarettes), cigars, smokeless tobacco, and other tobacco products;
  3. products or services that bypass copyright protection, such as software or cable signal descramblers;
  4. products or services principally dedicated to selling counterfeit goods or engaging in copyright piracy;
  5. get-rich-quick or pyramid schemes or offers or any other deceptive or fraudulent offers;
  6. illegal or recreational drugs or drug paraphernalia;
  7. counterfeit, fake or bootleg products, or replicas or imitations of designer products;
  8. firearms, weapons, ammunition, or accessories
  9. advertisements that promote particular securities or that provide or allege to provide insider tips
  10. any illegal conduct, product, or enterprise;
  11. unapproved pharmaceuticals and supplements;
  12. prescription drugs;
  13. products that have been subject to any government or regulatory action or warning;
- products with names that are confusingly similar to an unapproved pharmaceutical or supplement or controlled substance; and
14. materials that directly advertises products to or is intended to attract children under the age of 13.

**1. Prohibited Advertisements under the Drugs and Magic Act:**

1. subject to the provisions of the Drugs and Magic Act, no person shall take any part in the publication of any advertisement referring to any drug which suggest or are calculated to lead to the use of that drug for –
  1. the procurement of miscarriage in women or prevention of conception in women; or
  2. the maintenance or improvement of the capacity of human beings for sexual pleasure; or
  3. the correction of menstrual disorder in women; or

4. the diagnosis, cure, mitigation, treatment or prevention of any disease, disorder or condition specified in the schedule of the Drugs and Magic Act, or any other disease, disorder or condition (by whatsoever name called) which may be specified in the rules made under the Drugs and Magic Act; or provided that no such rule shall be made except, – (i) in respect of any disease, disorder or condition which requires timely treatment in consultation with a doctor or for which there are normally no accepted remedies; or
5. prohibition of misleading advertisements relating to drugs;
6. subject to the provisions of the Drugs and Magic Act, no person shall take any part in the publication of any advertisement relating to a drug if the advertisement contains any matters which:
  1. directly or indirectly gives a false impression regarding the true character of the drug; or
  2. makes a false claim for the drug; or
  3. is otherwise false or misleading in any material particular.
2. It is hereby clarified that that the Third Party Advertisers will comply with all the provisions of the Drugs and Magic Act and the rules made there under. Further, it is agreed that the Third Party Advertisers shall be solely responsible for any penalty or any action taken by the governmental authorities for non-compliance with the Drugs and Magic Act and the rules made there under.
2. **Restricted Advertisements:** Advertisements in the following categories are restricted and require approval on a case-by-case basis:
  1. advertisements that promote or reference alcohol;
  2. advertisements for online dating services;
  3. advertisements for gambling and games of skill;
  4. advertisements for lotteries;
  5. advertisements for financial services;
  6. advertisements for contraceptives;
  7. advertisements for online pharmacies or pharmaceuticals; and
  8. political advertisements.

### 3. Testimonials & Endorsements:

1. Any testimonials and endorsements contained in advertisements must comply with all applicable law(s), industry codes, rules, and regulations. For example, a clear and conspicuous disclaimer is required if an endorser's results were atypical or if the endorser was paid;
2. ZINPLE INFO SOLUTIONS PRIVATE LIMITED recognizes and maintains a distinct separation between advertising and sponsored content and editorial content. All advertising or sponsored content on the Website of the Company will be clearly and unambiguously identified; and
3. a click on an advertisement may only link the User to the website of the Third Party Advertiser(s).

#### **Editorial Policy for the Website –**

1. As part of the Services, ZINPLE INFO SOLUTIONS PRIVATE LIMITED provides ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content on the Website targeted at general public for informational purposes only and does not constitute professional medical advice, diagnosis, treatment or recommendations of any kind. ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content is subject to the following rules/ information:
2. ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content is original and is relevant to the general public;
3. topics for ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content are selected by Our board of qualified experts consisting of certified medical experts, pharmacist and medical professionals;
4. topics for ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content are chosen on the basis of current health news, drug alerts, new drug launches, latest medical findings published in peer-reviewed medical journals, such as 'The Journal of the American Medical Association', 'The New England Journal of Medicine', 'The Lancet', 'Pediatrics', 'Diabetes Care', and many others;
5. editorial board (as mentioned below) takes into account the latest trending health and wellness topics like dengue, swine flu, seasonal allergies, new vaccines, public awareness trends like breast cancer awareness month," and 'Healthy Heart Month'; as well as emerging health and nutrition trends like health benefits quinoa, use of BGR 34 for managing diabetes, alternative medicine like ayurveda, homeopathy and much more;



6. ZINPLE INFO SOLUTIONS PRIVATE LIMITED maintains principles of fairness, accuracy, objectivity, and responsible, independent reporting;
7. the member of ZINPLE INFO SOLUTIONS PRIVATE LIMITED has to fully disclose any potential conflict of interest with any of the Third Party Service Providers;
8. ZINPLE INFO SOLUTIONS PRIVATE LIMITED's editorial staff holds the responsibility of providing objective, accurate, and balanced accounts of events and issues; and
9. ZINPLE INFO SOLUTIONS PRIVATE LIMITED's editorial board constitutes of: (i) Dr -----, ZINPLE INFO SOLUTIONS PRIVATE LIMITED (ii) Dr.----- ZINPLE INFO SOLUTIONS PRIVATE LIMITED MBBS and (iii) Dr. ----- name- MBBS +

## OTHER TERMS

### Your Profile, Collection, Use, Storage and Transfer of Personal Information:

1. : Any information obtained from use of the Services by You becomes part of Your ZINPLE INFO SOLUTIONS PRIVATE LIMITED record. You agree to provide accurate information to help Us serve You best to Our knowledge, to periodically review such information and to update such information as and when necessary. ZINPLE INFO SOLUTIONS PRIVATE LIMITED reserves the right to maintain, delete or destroy all communications and materials posted or uploaded to the Website according to its internal record retention and/or destruction policies. You might be contacted via message/notification/email to review the information provided by You for ZINPLE INFO SOLUTIONS PRIVATE LIMITED's record or for the Services. Please make sure You provide a valid email-id and You update it as and when needed.
2. For additional information regarding use of information about You, please refer to the Privacy Policy.
3. The terms "personal information" and "sensitive personal data or information" are defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "**SPI Rules**"), and are reproduced in the Privacy Policy.

1. The Privacy Policy sets out

1. .the type of information collected from Users, including sensitive personal data or information;
2. the purpose, means and modes of usage of such information; and
3. How and to whom ZINPLE INFO SOLUTIONS PRIVATE LIMITED will disclose such information.

2. The Users are expected to read and understand the Privacy Policy, so as to ensure that he or she has the knowledge of

1. the fact that the information is being collected;
- 2.the purpose for which the information is being collected;
- 3.the intended recipients of the information;
- 4.the name and address of the agency that is collecting the information and.the agency that will retain the information; and
- 5.the various rights available to such Users in respect

of such information

4. ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by the Users to ZINPLE INFO SOLUTIONS PRIVATE LIMITED or any other person acting on behalf of ZINPLE INFO SOLUTIONS PRIVATE LIMITED.

5.The use of the Website involves every Users' registration information and browsing history being stored and submitted to the appropriate authorities. The consent and procedure for such collection and submission is provided in the Privacy Policy. The other information collected by ZINPLE INFO SOLUTIONS PRIVATE LIMITED from Users as part of the registration process is described in the Privacy Policy . The consent and revocation procedures in relation to the same are set out in the Privacy Policy.

6.The Users are responsible for maintaining the confidentiality of the Users' account access information and password. The Users shall be responsible for all uses of the Users' account and password, whether or not authorized by the Users. The Users

shall immediately notify ZINPLE INFO SOLUTIONS PRIVATE LIMITED of any actual or suspected unauthorized use of the Users' account or password.

7..If a User provides any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or ZINPLE INFO SOLUTIONS PRIVATE LIMITED has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall have the right to suspend or terminate such account at its sole discretion.

8.ZINPLE INFO SOLUTIONS PRIVATE LIMITED may disclose or transfer User Information (as defined in the Privacy Policy) to its affiliates in other countries, and You hereby consent to such transfer. The SPI Rules only permit ZINPLE INFO SOLUTIONS PRIVATE LIMITED to transfer sensitive personal data or information including any information, to any other body corporate or a person in India, or located in any other country, that ensures the same level of data protection that is adhered to by ZINPLE INFO SOLUTIONS PRIVATE LIMITED as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between ZINPLE INFO SOLUTIONS PRIVATE LIMITED or any person on its behalf and the user or where the User has consented to data transfer.

9.By accepting these Terms of Use and by registering on the Website, You consent to be contacted by Us and by the Third Party Service Providers and You further consent to receive emails and messages (SMS) notifications and information at any time from Us and from Third Party Service Providers.

**Payment, Fees and Taxes:**

0.Registration on the Website and the access to the information provided on the Website is free. ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not charge any fee for accessing, browsing and buying through the Website. You agree to make all payments directly to the respective Third Party Pharmacies for purchase of Pharmaceutical products and allied goods from such Third Party Pharmacies. The Third Party Pharmacies may choose to either personally collect such payment from You or may use the services of collection agents duly appointed in this regard. You agree and acknowledge that You shall not hold ZINPLE INFO SOLUTIONS PRIVATE LIMITED responsible for any loss or damage caused to You during the process, due to any acts or

omission on the part of third parties viz. the Third Party Pharmacies or the collection agents or for any actions/ omissions which are beyond the control of ZINPLE INFO SOLUTIONS PRIVATE LIMITED.

- i. . ZINPLE INFO SOLUTIONS PRIVATE LIMITED is in no way responsible for any of the taxes except Each User / Third Party Service Providers are solely responsible for payment of all taxes, legal compliances, statutory registrations for its own income tax.
- ii. The subscription fees for the Services, if any charged by ZINPLE INFO SOLUTIONS PRIVATE LIMITED, could be paid online through the facility made on the Website. Third parties support and services are required to process online fee payment. ZINPLE INFO SOLUTIONS PRIVATE LIMITED is not responsible for any loss or damage caused to User/ Third Party Service Providers during this process as these third parties are beyond the control of ZINPLE INFO SOLUTIONS PRIVATE LIMITED. The fees could also be paid offline and be either collected personally from the User/ Third Party Service Providers or required to be mailed to ZINPLE INFO SOLUTIONS PRIVATE LIMITED at the following address: ZINPLE INFO SOLUTIONS PRIVATE LIMITED  
All fees are exclusive of applicable taxes.
- iii. ZINPLE INFO SOLUTIONS PRIVATE LIMITED reserves the right to modify the fee structure by providing on the Website which shall be considered as valid and agreed communication.
- iv. In order to process the payments, ZINPLE INFO SOLUTIONS PRIVATE LIMITED might require details of User's/ Third Party Service Providers' bank account, credit card number etc. Please

check Our Privacy Policy on how ZINPLE INFO SOLUTIONS PRIVATE LIMITED uses the confidential information provided by Users.

b. Return, Refund, Cancellation and Shipping charges:

We offer return and refund on the products and Services ordered by You on the Website which are subject to further terms and conditions as detailed in the return, refund, cancellation and shipping charges policy ("Return and Refund Policy"). The [Return and Refund Policy](#) forms an integral part of these Terms of Use and the Users are requested to carefully read the same.

c. Covenants: (Covenanters for the purposes of these Terms of Use shall include the Users and the Third Party Service Providers)

Each Covenanter undertakes that it shall not do any act or post, display, upload, modify, publish, transmit, update or share any information that -

1. belongs to another person and to which the such Covenanter does not have any right;
2. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, of another's privacy, hateful, or racially, ethnically libellous, invasive objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
3. infringes any patent, trademark, copyright or other intellectual proprietary rights of any third party;
4. violates any law for the time being in force;
5. impersonates another person;
6. harms minors in any way;
7. deceives or misleads the addressee about the origin of such messages or communicates any information that is grossly offensive and menacing in nature;
8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

9. is prohibited under applicable law(s) for the time being in force including Drugs Act read with the Drugs Rules, the Drugs and Magic Act, the Indian Penal Code, 1860, as amended from time to time and rules made there under; and
10. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

ii. You are also prohibited from:

1. violating or attempting to violate the integrity or security of the Website or any ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content;
2. transmitting any information (including job posts, messages and hyperlinks) on or through the Website that is disruptive or competitive to the provision of Services by ZINPLE INFO SOLUTIONS PRIVATE LIMITED;
3. intentionally submitting on the Website any incomplete, false or inaccurate information;
4. making any unsolicited communications to other Covenanters;
5. using any engine, software, tool, agent or other device or mechanism (such as spiders, robots, avatars or intelligent agents) to navigate or search the Website;
6. attempting to decipher, decompile, disassemble or reverse engineer any part of the Website;
7. copying or duplicating in any manner any of the ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content or other information available from the Website; and
8. framing or hot linking or deep linking any ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content.

iii. ZINPLE INFO SOLUTIONS PRIVATE LIMITED, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email signed with electronic signature about any such information as mentioned in this Clause 4, shall be entitled to

disable such information that is in contravention of this Clause 4 or any provisions of these Terms of Use. ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes.

- iv. In case of non-compliance with any applicable law(s), rules or regulations, or these Terms of Use or the Privacy Policy by a Covenanter, ZINPLE INFO SOLUTIONS PRIVATE LIMITED has the right to immediately terminate the access or usage rights of the Covenanter to the Services and to remove noncompliant information.

d. Liability

ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall not be responsible or liable in any manner to the Users or any Third Party Service Providers (collectively referred to as the “**Other Parties**”) for any losses, damage, injuries or expenses incurred by Other Parties as a result of any disclosures made by ZINPLE INFO SOLUTIONS PRIVATE LIMITED, where Other Parties have consented to the making of such disclosures by ZINPLE INFO SOLUTIONS PRIVATE LIMITED. If the Other Parties had revoked such consent under the terms of the Privacy Policy, then ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall not be responsible or liable in any manner to the Other Parties for any losses, damage, injuries or expenses incurred by the Other Parties as a result of any disclosures made by ZINPLE INFO SOLUTIONS PRIVATE LIMITED prior to its actual receipt of such revocation.

- i. The Other Parties shall not hold ZINPLE INFO SOLUTIONS PRIVATE LIMITED responsible or liable in any way for any disclosures by ZINPLE INFO SOLUTIONS PRIVATE LIMITED under Regulation 6 of the SPI Rules.
- ii. The Services provided by ZINPLE INFO SOLUTIONS PRIVATE LIMITED or any of its licensors or providers or Third Party Service Providers are provided ‘as is’, as available, and

without any warranties or conditions (express or implied, including the implied warranties of merchantability, accuracy, fitness for a particular purpose, title and non-infringement, arising by statute or otherwise in law or from a course of dealing or usage or trade). ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not provide or make any representations, warranties or guarantees, express or implied about the Website or the Services. ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not verify any content or information provided by the Other Parties on the Website and to the fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content, Third Party Contents, representations and warranties made by the Other Parties on the Website or any loss arising out of the manner in which the Services have been rendered.

- iii. The Website may be linked to the website of third parties, affiliates and business partners. ZINPLE INFO SOLUTIONS PRIVATE LIMITED has no control over, and not liable or responsible for content, accuracy, validity, reliability, quality of such websites or made available by/through the Website. Inclusion of any link on the Website does not imply that ZINPLE INFO SOLUTIONS PRIVATE LIMITED endorses the linked website. Other Parties may use the links and these services at their own risk.
- iv. ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall not be responsible for the mishaps/missed services due to no service/no show from the Other



Parties; ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall not be responsible for any error in any of the services being provided by the Third Party Service Providers.

- v. Users accept and acknowledge that ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not provide any representation or give any guarantee or warranty (whether express or implied, or whether arising by virtue of a statute or otherwise in law or from a course of dealing or usage or trade) in relation to the goods/ products and services made available on its Website by Third Party Service Providers, including any guarantee or warranty that such goods/ products (i) are merchantable; (ii) fit for the purpose of which they are to be (or have been) purchased; (iii) have accurate description; (iv) do not cause any infringement; and (v) that the Third Party Service Providers have legal title over the goods/products being offered for sale by them on the Website. ZINPLE INFO SOLUTIONS PRIVATE LIMITED also does not provide any representation or give any guarantee or warranty (whether express or implied) about the Website or any of the Services offered or services offered or provided by the Third Party Service Providers.
- vi. The Other Parties further accept and acknowledge that ZINPLE INFO SOLUTIONS PRIVATE LIMITED does not verify any content or information provided by either the Users or the Third Party Services/ or obtained from the Users or the Third Party Service Providers, and to fullest extent permitted by applicable law(s), disclaims all liability arising out of the Other Parties' use or reliance upon the Website, the Services, the ZINPLE INFO SOLUTIONS PRIVATE LIMITED Content, Third

Party Content, representations and warranties made by the Other Parties on the Website or any opinion or suggestion given or expressed by ZINPLE INFO SOLUTIONS PRIVATE LIMITED or any Third Party Service Providers in relation to any Services provided by ZINPLE INFO SOLUTIONS PRIVATE LIMITED.

- vii. ZINPLE INFO SOLUTIONS PRIVATE LIMITED assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect Other Parties' equipment on account of the Other Parties' access to, use of, or browsing the Website or the downloading of any material, data, text, images, video content, or audio content from the Website. If any of the Other Party is dissatisfied with the Website, the sole remedy of such Other Party(s) is to discontinue using the Website.
- viii. The listing of Third Party Service Providers on the Website is based on numerous factors including Users comments and feedbacks. In no event shall the Protected Entities (as defined herein below) be liable or responsible for the listing order of Third Party Service Providers on the Website.
- ix. To the maximum extent permitted by applicable law(s), ZINPLE INFO SOLUTIONS PRIVATE LIMITED, its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers or employees ("**Protected Entities**"), shall not be liable for any direct, indirect, special, incidental, punitive, exemplary or consequential damages, or any other damages of any kind, arising from, or directly or indirectly related to, (i) the use of, or the inability to use, the Website or the content, materials and functions

related thereto; (ii) User's provision of information via the Website; even if such Protected Entity has been advised of the possibility of such damages.

- x. In no event shall the Protected Entities be liable for, or in connection with, (i) the provision of, or failure to provide, all or any products or service by a Third Party Service Provider to any User; or (ii) any comments or feedback given by any of the Users in relation to the goods or services provided by any Third Party Service Providers; or (ii) any content posted, transmitted, exchanged or received by or on behalf of any User, Third Party Service Providers or other person on or through the Website.
- xi. All liabilities arising out of any wrong and/ or arising from the wrong dispensation of the Pharmaceutical products and allied goods will be of the concerned of the Third Party Pharmacies as the case may be.
- xii. The Users acknowledge that the Protected Entities merely act in the capacity of facilitators between the Other Parties by providing a platform for them to interact and transact. In no event shall the Protected Entities be held liable for any of the losses attributable to Services offered through the Website.
- xiii. In no event shall the total aggregate liability of the Protected Entities to any Other Parties for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence, strict liability, product liability or otherwise) arising from these Terms of Use or any Other Parties' use of the Website exceed an aggregate amount of INR 1000/- (Indian Rupees One Thousand only). ZINPLE INFO SOLUTIONS

PRIVATE LIMITED accepts no liability for any errors or omissions on behalf of the Other Parties.

e. Indemnity

The Covenanters agree to defend, indemnify and hold harmless ZINPLE INFO SOLUTIONS PRIVATE LIMITED, the Protected Entities, independent contractors, service providers, consultants, licensors, agents, and representatives, and each of their respective directors, officers and employees, from and against any and all claims, losses, liability, damages, and/or costs (including, but not limited to, reasonable attorney fees and costs) arising from or related to (a) Covenanters access to or use of Website; (b) Covenanters violation of these Terms of Use or any applicable law(s); (c) Covenanters violation of any rights of another person/ entity, including infringement of their intellectual property rights; or (d) Covenanters conduct in connection with the Website.

f. Modification of Website

ZINPLE INFO SOLUTIONS PRIVATE LIMITED reserves the right to modify or discontinue, temporarily or permanently, the Website or any features or portions thereof without prior notice. Other Parties agree that ZINPLE INFO SOLUTIONS PRIVATE LIMITED will not be liable for any modification, suspension or discontinuance of the Website or any other part thereof.

g. Intellectual property rights

All the intellectual property used on the Website except those which have been identified as the intellectual properties of the Other Parties shall remain the exclusive property of the Company. The Other Parties agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Website or the materials therein. The materials on the Website or otherwise may not be

modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means.

h. Compliance of Applicable Law

While communicating/ transacting with each other through the Website, the Other Parties shall at all times ensure full compliance with the applicable provisions of the Contract Act, IT Act, IG Guidelines, Drugs Act read with the Drug Rules, Drugs and Magic Act, The Indian Medical Council Act, 1956 read with the Indian Medical Council Rules, 1957, Pharmacy Act, Consumer Protection Act, 1986, SPI Rules, etc (“**Captioned Laws**”). as well as all other laws for the time being in force, and ensure due payment of applicable taxes. They must specifically ensure that they are in no way purchasing Pharmaceutical Good and Services or Prescription Drugs without a valid prescription, which are prohibited under the Drugs Act (read with the Drugs Rules) as well as the other applicable laws for the time being in force.

i. The Users must also ensure that the prescription uploaded on the Website or emailed to ZINPLE INFO SOLUTIONS PRIVATE LIMITED for processing the order for Prescription Drugs is a valid prescription duly obtained from a registered medical practitioner. The Users acknowledge and accept that they shall bear all costs/ liability/ damages, caused to the Third Party Service Providers or to ZINPLE INFO SOLUTIONS PRIVATE LIMITED, as a result of any dispensation of Prescription Drugs by the Third Party Service Providers owing to the non-compliance by the User in this regard.

i. Termination (Parties for the Purpose of these Terms of Use shall collectively mean the Other Parties and ZINPLE INFO SOLUTIONS PRIVATE LIMITED)

The provisions of these Terms of Use shall continue to apply until terminated by either of the Party as set for below:

1. In case of Other Parties wanting to terminate these Terms of Use, Other Parties may do so by:
  1. not accessing the Website; or
  2. closing their accounts for all of the Services that they use.
2. ZINPLE INFO SOLUTIONS PRIVATE LIMITED reserves the right to, at any time, and with or without notice, terminate these Terms of Use against each of the Users or the Third Party Service Providers or the Other Parties as a whole, if there is:
  1. breach any of applicable law(s), including but not limited to the Captioned Laws or the provisions of these Terms of Use or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the Other Parties from time to time (or have acted in a manner that clearly shows that Other Party(s) do not intend to, or are unable to, comply with the same); or
  2. ZINPLE INFO SOLUTIONS PRIVATE LIMITED is unable to verify or authenticate any information provided to ZINPLE INFO SOLUTIONS PRIVATE LIMITED by Other Party(s); or
  3. ZINPLE INFO SOLUTIONS PRIVATE LIMITED believes, in its sole discretion, that Other Party(s) actions may cause legal liability for ZINPLE INFO SOLUTIONS PRIVATE LIMITED (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or are contrary to the interests of the Website; or
  4. ZINPLE INFO SOLUTIONS PRIVATE LIMITED is required to do so by law; or
  5. if Other Party(s) fail to provide (or after providing such consent, later revoke) the consents necessary or desirable for ZINPLE INFO SOLUTIONS PRIVATE LIMITED to provide the Services to the Other Party(s); or
  6. The provision of the Services to the Other Party(s), or to the general public, is in ZINPLE INFO SOLUTIONS PRIVATE LIMITED's opinion, no longer commercially viable; or
  7. ZINPLE INFO SOLUTIONS PRIVATE LIMITED has elected to discontinue, with or without reason, access to the Website or the Services (or any part thereof).
3. ZINPLE INFO SOLUTIONS PRIVATE LIMITED may also terminate or suspend (temporarily or permanently) all or a portion of Other Party(s) account or access to the Services, with or without reason. Except as may be set forth in any of the terms applicable to a particular Service, termination of Other Party(s) account may include:
  - (i) removal of access to all offerings within the Website or with respect to the

Services; and (ii) barring Other Party(s) from further use or access of the Website or of any of the Services.

4. Once terminated or suspended (temporarily or permanently), Other Party(s) may not continue to use the Website under the same account, a different account or re-register under a new account.
5. Upon termination of these Terms of Use, ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall have no obligation to maintain or provide any of Other Party(s) data and may thereafter, unless legally prohibited, delete all of Other Party(s) data in its systems or otherwise in its possession or under its control, including but not limited to Other Party(s) personal information, log-in ID and password, order details (including any prescriptions uploaded) and all related information, files and materials associated with or inside Other Party(s) account (or any part thereof).
6. ZINPLE INFO SOLUTIONS PRIVATE LIMITED reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of the Other Party(s) content from the Website with or without ability to access the Website and the other Services, upon any breach by the Other Party(s) of these Terms of Use or if ZINPLE INFO SOLUTIONS PRIVATE LIMITED is unable to verify or authenticate any information the Other Party(s) submits to ZINPLE INFO SOLUTIONS PRIVATE LIMITED, or if the Other Party(s) fail to provide (or after providing such consent, later revokes) the consents necessary or desirable for ZINPLE INFO SOLUTIONS PRIVATE LIMITED to provide the Services to the Other Party(s).
7. The right to terminate/ suspend the account is in addition to, and without prejudice to, ZINPLE INFO SOLUTIONS PRIVATE LIMITED's right to initiate action against the Other Party(s), in accordance with applicable law.

j. Force Majeure

Other Parties accept and acknowledge that ZINPLE INFO SOLUTIONS PRIVATE LIMITED shall not be liable for any loss or damage caused to the User as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of ZINPLE INFO SOLUTIONS PRIVATE LIMITED or the Third Party Service Providers), or any

other delay or default or deficiency or failure which arises from causes beyond ZINPLE INFO SOLUTIONS PRIVATE LIMITED's reasonable control ("**Force Majeure Event**"). In the event of any Force Majeure Event arising, ZINPLE INFO SOLUTIONS PRIVATE LIMITED, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

k. Governing Law and Dispute Resolution

These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles. Any legal action or proceeding related to Other Party(s) access to, or use of, the Website or these Terms of Use shall be subject to the exclusive jurisdiction of the courts at Bangalore. All disputes will be subject to arbitration at Bangalore in English by a sole arbitrator appointed by ZINPLE INFO SOLUTIONS PRIVATE LIMITED under the Arbitration and Conciliation Act, 1996.

l. Survival

Even after termination, certain obligations mentioned under Covenants, Liability, Indemnity, Intellectual Property, Dispute Resolution will continue and survive termination.

m. Severability

If any provision of these Terms of Use is deemed invalid, unlawful, void or for any other reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any of the remaining provisions.

n. Waiver

No provision of these Terms of Use shall be deemed to be waived and no breach excused, unless such waiver or consent shall be in writing and signed by ZINPLE INFO



SOLUTIONS PRIVATE LIMITED. Any consent by ZINPLE INFO SOLUTIONS PRIVATE LIMITED to, or a waiver by ZINPLE INFO SOLUTIONS PRIVATE LIMITED of any breach by Other Parties, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

o. Headings

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of these Terms of Use.

p. Contact Information

If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service [@ZINPLE INFO SOLUTIONS PRIVATE LIMITED.com](mailto:@ZINPLE INFO SOLUTIONS PRIVATE LIMITED.com). If any Other Party(s) has any questions concerning ZINPLE INFO SOLUTIONS PRIVATE LIMITED, the Website, these Terms of Use, or anything related to any of the foregoing, ZINPLE INFO SOLUTIONS PRIVATE LIMITED can be reached at the following email address -[@ZINPLE INFO SOLUTIONS PRIVATE LIMITED.com](mailto:@ZINPLE INFO SOLUTIONS PRIVATE LIMITED.com) or via the contact information available from the following hyperlink: [Contact us](#).