

Delivery Partner Terms:

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

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2021 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of the Platform.

These Terms of Use along with the Privacy Policy, Return and Refund Policy, Cookies Policy and Disclaimer (“Terms”) provided on the provided on the Platform (as defined below) govern your use of the Platform, i.e. application available at PlayStore and AppStore, website available at www.bharatmed.ai links, content, software including but not limited to Products, any and all services offered on the Platform titled ‘**BharatMed**’.

These Terms govern your use of this Platform; by using this Platform, you accept these Terms in full. If you disagree with these Terms or any part of these Terms, you must not use this Platform.

Our Platform is operated, and services are provided in compliance with the laws in India and Company shall not be liable to deliver any Products or provide any Services purchased by You in locations outside India. If you access our services from locations outside India, you do so at your own risk and you are solely liable for compliance with applicable local laws. The User agrees to use the service to authorise an individual and get the products from the third party on his/her behalf. Where you use any third-party Platform or the products or services of any third party, You may be subject to alternative or additional terms and conditions of use and privacy policies.

The term 'BharatMed' or "the Company" 'us' or 'we' refers to the owner of the Platform, i.e. BharatMed Pharma Technology Pvt Limited whose registered office is Bootstart - Global Business Hub, 2nd Flr, U.No. 207-210, Kharadi, Pune- 411014, Maharashtra.

Customer means to include the user who has confirmed an Order on the Platform or is a purchaser of the Products offered on the Platform.

Delivery Partners mean to include the third-party delivery partner hiring person/s that enable the pick-up and drop of the Order/s, via courier.

Order/s means to include the request for a purchase of any Product/s made by a user on the Platform.

Pharmacy/ies mean to include registered third-party/ies (third parties shall for the purpose of this Terms, include without limitation various merchants, third party pharmacist, retail pharmacy stores and/or third party Pharmacy.

Services mean to include the online aggregator services provided by the Company through the Platform.

The Platform is an online aggregator platform wherein the Company acts as an intermediary between the Pharmacy/ies, Delivery Partners and the Customer by merely providing hosting and technology intermediary services to the Customers to purchase Products from Pharmacy/ies, i.e. including without limitation pharmaceutical products, nutraceutical supplements and products, medicines, health and wellness products, veterinary products, dietary supplements, sanitary products, baby food, baby products, nursing products and such other services.

The listing of Products on the Platform is merely an 'invitation to an offer for sale' and not an 'offer for sale'. The completion of a Transaction (as defined below) shall constitute an acceptance of such Offer by the Customer. ("Offer").

The term 'you' refers to the Delivery Partner signed-up/registered with this Platform. The use of this Platform is subject to the following terms of use:

Please review these Terms carefully before using the Services because they affect your rights. By using any of the Services, you accept these Terms and agree to be legally bound by them.

1. ALTERATIONS TO THE TERMS OF USE:

We may change these Terms at any time without notice. You can review the most current version of these terms by clicking on the "Terms of Use" hypertext link located at the bottom of our web page on the Platform. You are responsible for checking these Terms for changes periodically. If you continue to use the Platform after we post changes to these Terms, you are signifying your acceptance of the updated Terms. We reserve the right to correct, modify and revise information, errors, inaccuracies or omissions at any time (including after an order has been submitted) without prior notice. Please note that such errors, inaccuracies or omissions may also relate to pricing and availability of the product or services.

2. RIGHT TO CHANGE:

We reserve the right to discontinue or change any service or feature on the Platform at any time and without notice.

3. YOUR RESPONSIBILITIES/LIABILITIES:

You may use the Platform for lawful purposes only. You may not submit or transmit through the Platform any material, or otherwise engage in any conduct that:

- a. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;

- b.** is unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- c.** victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d.** impersonates any person, business or entity, including the Company and its employees and agents;
- e.** contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- f.** encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- g.** Probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other user, of or visitor to, the Platform, or any other customer of Company, including any Company Account not owned by You, to its source, or exploit the Platform or service or information made available or offered by or through the Platform, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided for by the Platform;
- h.** Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers or networks connected to or accessible through the Platforms or any affiliated or linked sites;
- i.** Collect or store data about other users in connection with the prohibited conduct and activities set forth in this Paragraph;
- j.** Violates these Terms of Use, guidelines or any policy posted on Platform, or interferes with the use of the Platform by others.

- k.** Use the Platform or any material or Content for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of Company or other third parties;
- l.** Conduct or forward surveys, contests, pyramid schemes or chain letters;
- m.** Download any file posted by another user of a service that you know, or reasonably should know, cannot be legally distributed in such manner;
- n.** Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- o.** Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.
- p.** You may not use the Platform in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and engagement of Platform.
- q.** You may not attempt to gain unauthorized access including without limitation using any automated means or circumvent the navigational structure to access the Services, any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce the Terms.
- r.** You agree not to access (or attempt to access) the Platform and the materials or services by any means other than through the interface that is provided by Company.
- s.** You shall not use any automated means such as data scraper, deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access the Platform, the information, or Services for any purpose.

4. SPAM:

You may not use the Platform or any of our communication tools to transmit, directly or indirectly, any unsolicited bulk communications (including but not limited to e-mails and instant messages). You may not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. You may not induce or allow others to use the Platform to violate the terms of this section. We may terminate your access or use of the Platform immediately and take any other legal action if you, or anyone using your access to the Platform violates these provisions and/or the Terms. We may take any technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within our computer or communications networks.

5. PROPRIETARY RIGHTS

- a.** In event, We, post text, messages, information, software, images, audio and video, etc. ("Content") on the Platform, we own the property rights to that Content. The Content is protected by international treaties, and by copyright, trademark, patent, and trade secret laws and other proprietary rights. For example, we own a copyright in the selection, organization, arrangement, and enhancement of the Content, as well as in our original Content. The look and feel of our colour combinations, button shapes, and other graphical elements on the Platform are our trademarks.
- b.** This Platform contains material which may be owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics and its reproduction is prohibited.
- c.** All Products and Services offered on the Platform, and content (including product descriptions, images and the like) made available by the Pharmacies/Delivery Partners, are third party content and describe third-party Products and Services. The Company has no control over such third-party user generated content, products or services and does not originate or initiate the transmission, or select

the sender/recipient of the transmission, or the information contained in such transmission. The authenticity, accuracy or genuineness of the Products made available by the Pharmacy/ies through the Platform shall be the sole responsibility of the Pharmacy/ies. Likewise, the authenticity, accuracy or genuineness of the Delivery Services made available by the Delivery Partners through the Platform shall be the sole responsibility of the Delivery Partners. The Company shall have no liability with respect to the authenticity of the Products and Services being facilitated through the Platform. The Company does not take any representation or warranty as to legal title of the Products offered for sale by the Pharmacy/ies on the Platform. The right, title, claim or interest in the products sold through the Platform shall not vest with the Company and the Company shall not have any obligations or liabilities in respect of any transactions on the Platform.

- d. You agree and acknowledge that third-party content available on the Platform, including without limitation, text, copy, audio, video graphics etc is for general information purposes only and does not constitute either an advertisement or promotion of any offer for sale. Further, the Company shall not be responsible for ensuring that the content made available are not misleading and describe the actual condition of the Products and Services. Also, You acknowledge and understand that the Company provides no warranty or representation with respect to the authenticity or accuracy of the information provided on the Platform which is subject to due verification by you.

6. LICENSE TO USE

- a. Unless otherwise stated, the Company owns the intellectual property rights in the Platform and material on the Platform save and except any third-party enable software as a service and/or platform. Subject to the license below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the Platform for your own personal use, subject to the restrictions set out below and elsewhere in these Terms.

- b.** Access to, and use of your user account is strictly limited to you as the registered and authorized user. Accordingly, you should not share your username and password with anyone. Prior to making a purchase, you must check a box certifying that you (1) are the registered and authorized user of your user account, (2) are at least 18 years old, and (3) are completing a purchase from any location.
- c.** You must not:
- i. republish material from this Platform (including republication on another Platform);
 - ii. sell, rent or sub-license material from the Platform;
 - iii. show any material from the Platform in public or any other public medium;
 - iv. reproduce, duplicate, copy or otherwise exploit material on this Platform for a commercial purpose; re-distribute material from this Platform except for content specifically and expressly made available for redistribution;
 - v. Where content is specifically made available for redistribution, it may only be redistributed within your organization; and/or
 - vi. Any such use of the Platform and/or its material, otherwise which shall be opposed by us.
- d.** On request of registration information from you to set up a merchant account on your management console/dashboard, you must provide us with accurate and complete information and must update the information when it changes.
- e.** You are responsible for maintaining the confidentiality of your user account login names and passwords, and must not permit use of your account by anyone. You accept responsibility for all activities, charges, and damages that occur under your account, including unauthorized use of your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use.

- f. You shall bear all data charges for the use or view of the Platform as charged by their respective network carrier/s. The user or viewer must have a device with wi-fi, 3G/4G/5G connectivity for using or viewing the Platform.
- g. Sweepstakes, contests, and promotions on the Platform may also have additional rules and eligibility requirements, such as certain age, amount of purchase, geographic area restrictions, etc. You are responsible for complying with these rules and requirements. All such offers including but not limited to offers such as cashback, discounts, free gifts, etc. will be at the discretion of BharatMed and/or Pharmacy and/or such third-party, if applicable.
- h. We store and process your information including any sensitive personal, health and financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at <http://bharatmed.ai/privacy-policy>. If you object to your information being transferred or used in this way please do not use the Platform.
- i. In event of any query raised to the Company regarding the use of the Platform, the Company shall make best efforts to respond within 2 business days of receipt of such query.

7. DELIVERY SERVICES:

- a. Subject to terms and conditions contained in these Delivery Partner Terms and the Agreement with Pharmacy/ies, if any, the Delivery Partner agrees to make himself available on the BharatMed Delivery Partner Platform to undertake Delivery Services as and when a request for the same is placed by a Customer through the Platform, and to provide Delivery Services to the Customers to the best of his abilities.

- b.** Delivery Partner agrees and acknowledges that the upon acceptance of an order by the Delivery Partner, Delivery Services undertaken by him shall constitute a separate contract for services under the Consumer Protection Act, 2019 or any successor legislations, between the Delivery Partner and the Customer, to which the Company is not a party.
- c.** The Delivery Partner shall have access to the BharatMed Delivery Partner Platform at all times unless there is a technical glitch or if the BharatMed Delivery Partner Platform is being updated. Once logged-in, the Delivery Partner shall remain available and shall be able to connect with the Customers for the purpose of receiving information for Orders placed by the Users and undertaking Delivery Services in connection with the same.
- d.** The Delivery Partner confirms and acknowledges that by logging-in on the BharatMed Delivery Partner Platform, he agrees to be tracked by BharatMed via GPS enabled tracking technology and BharatMed may share this information with Users on a real-time basis for the purpose of enabling the status of the Delivery Services being provided by the Delivery Partner to the Users. The Delivery Partner further agrees that logging-in on the BharatMed Delivery Partner Platform shall be deemed acceptance of the Delivery Partner's intention to accept orders of Users to render the Delivery Services mentioned herein.
- e.** All reasonable attempts shall be made by the Delivery Partner to collect the order from the Pharmacy/ies and deliver it to the Users, as quickly and efficiently as possible.
- f.** Services under these Delivery Partner Terms or the Agreement. All queries and questions raised by the Delivery Partner, including but not limited to how to

collect an order from the outlet of a Pharmacy, directions for the delivery address, manner to keep and store the Products while in transit shall be directed to a Pharmacy for the particular area from where the Delivery Partner is operating to render the Delivery Services.

- g.** Delivery Services will also include the service of pickup & delivery of in case a Customer chooses to pay at the time of delivery, collection of cash from the Customer and depositing the same in accordance with Pharmacy and BharatMed's process and instructions.

8. DELIVERY PARTNER OBLIGATIONS:

- a.** Delivery Partner makes himself/herself available to undertake Delivery Services as and when a request for the same is placed by User through the BharatMed Delivery Partner Platform available at Playstore and AppStore.
- b.** Delivery Partner shall use his/her personal vehicle, i.e. Delivery Partner Vehicle for providing Delivery Services. No vehicle of any kind shall be provided by BharatMed under any circumstances.
- c.** The Delivery Partner shall ensure that the Delivery Partner Vehicle is well maintained and in good condition so that there are no delays in rendering Delivery Services. Expected time for delivery by the Delivery Partner is 20 (twenty) minutes from receipt of the notification by such Delivery Partner and acceptance of such Order. Delays beyond such delivery will result in loss of any and all preferential services and/or treatments offered and provided by BharatMed.
- d.** All expenses incurred in maintaining, running and riding the Delivery Partner Vehicle shall be borne exclusively by the Delivery Partner unless otherwise agreed by BharatMed.

- e. The Delivery Partner shall hold and possess a valid driving license and a valid registration number for the Delivery Partner Vehicle, as required under the Applicable Law for the vehicle used by the Delivery Partner for providing Delivery Services, which are up to date and in subsistence throughout the Term of these Delivery Partner Terms. Copies of the driving license as well as the registration certificate of the Delivery Partner Vehicle, including any other Delivery Partner Information, shall be handed to the BharatMed before commencing Delivery Services or at any other time deemed appropriate by BharatMed.
- f. The Delivery Partner shall have a valid and adequate insurance coverage of the Delivery Vehicle. Delivery Partner shall ensure that the insurance is valid, up to date.
- g. During the course of undertaking Delivery Services, the Delivery Partner shall conduct himself with honesty, discipline and in accordance with the policies and instructions of the BharatMed, whether presently in force or adopted in the future, including but not limited to safety, driving rules, etc. The Delivery Partner shall also comply with all Applicable Law including the provisions of the Motor Vehicles Act, 1988 and its corresponding rules.
- h. Delivery Partner shall not commit any fraud while providing Delivery Services or otherwise commit any act or omission, to gain any undue advantage. Delivery Partner agrees and acknowledges that in case BharatMed believes that the Delivery Partner has committed any of the foregoing while undertaking Delivery Services, BharatMed shall, report the same to the Pharmacy/ies providing Delivery partners and appropriate action will be taken.
- i. At no time whatsoever shall the Delivery Partner tamper, damage, open or do anything to the Orders that he/she is not specifically permitted to do. In case

BharatMed suffers any loss due to the Delivery Partner tampering, damaging or opening the packaging of orders of the Customers, BharatMed shall have the right to recover any loss, if any, from the payments required to be made by BharatMed to the Delivery Partner under the Delivery Partner Terms.

- j. The Delivery Partner shall maintain the welcome kit in good condition at all times and immediately return it to BharatMed, upon the termination of service through Pharmacy/ies or otherwise.
- k. The Delivery Partner shall undertake the Delivery Services by himself and shall not delegate the same to any individual or third party.
- l. Upon receiving any order to render Delivery Services after logging-in the BharatMed Delivery Partner Platform, the Delivery Partner shall act and perform his role in an ethical manner and to the best of his abilities by ensuring a timely pick-up and delivery. In case of any delays due to traffic, the Delivery Partner shall inform the Pharmacy/ies and the Customer and follow instructions as given by them.
- m. Delivery Partner shall ensure that the Orders are packed well and the order is picked up from the Pharmacy/ies and delivered to the customer in the same condition and If for any reason customer refuses to take delivery of the Order the same shall be brought back to the office of BharatMed along with the bill.
- n. The Delivery Partner acknowledges that the goodwill and reputation of BharatMed is at stake with how effectively and efficiently the Delivery Partner renders Delivery Services pursuant to these Delivery Partner Terms. Accordingly, the Delivery Partner shall not do any act that adversely affects BharatMed and undertakes to be in compliance with Applicable Law at all times and protect the brand image, business reputation or any other asset/property of BharatMed.

- o. While logged-in the BharatMed Delivery Partner Platform, the Delivery Partner shall not engage in any illegal activity or perform any actions that are contrary to Applicable Law.
- p. All Confidential Information procured shall at all times be kept confidential and used only for the limited permitted purposes of rendering Delivery Services.
- q. Delivery Partner shall not disclose any information of the customers or other third parties that you learn while using the mobile app. Delivery Partner shall not make any statement in print, digital or social media about BharatMed without prior approval.
- r. Where the Delivery Partner is required to collect the value of the order from the Customer but is not required to pay the value of the order to the Pharmacy, then any amount collected by the Delivery Partner from the Customers, on behalf of and due to BharatMed, shall be deposited by the Delivery Partner with BharatMed in such manner and at such frequencies as BharatMed may instruct from time to time.
- s. Some Orders will be delivered subject to prescriptions required by the Pharmacy/ies. In such case, the Delivery Partner shall be notified and shall ensure the Customer hands over a copy of the prescription, as per the Pharmacy/ies requirement, at the time of delivery, for enabling the completion of the Order delivery. You acknowledge that delivery of such Products shall be made only if the third party or its agent/employee is satisfied that the prescription is in compliance with applicable laws and norms. The Company will not be held liable for any such non-fulfilment of the Terms by the Customer/s and/or Delivery Agent/Partner in this regard or otherwise.

- t. BharatMed, our Customers, our Pharmacy/ies, and/or our respective third-party partners and service providers may contact you via voice, text and/or email at the phone number(s) and/or email address(es) you provided to us for the following purposes: (i) to provide notifications related to Delivery Services and BharatMed's offerings; (ii) to facilitate scheduling; (iii) in relation to the delivery fulfillment process; and (iv) to address issues as they arise. You understand and consent that such messages may be sent using an automatic telephone dialing system. Please note that standard voice, data and message rates will apply for all forms of communication. Please contact your mobile phone carrier for details.
- u. You agree to be professional at all times in all communications with our Customers and/or Pharmacy/ies. Additionally, you agree to follow the standards of conduct below, and any additional standards that may be communicated to you from time to time. You agree not to do any activity that:
- a. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, invasive of another's privacy, portrays another in a false light, is hateful, and/or racially, ethnically and/or otherwise objectionable;
 - b. has a commercial, political or religious purpose;
 - c. is false, misleading and/or not written in good faith;
 - d. infringes any patent, trademark, trade secret, copyright, right of privacy and/or publicity, and/or other proprietary rights of any person and/or entity in the form of replacement of Products with counterfeit products or unlisted/unverified/banned/non-certified products or otherwise;
 - e. is illegal and/or promotes illegal activity;
 - f. contains unauthorized advertising and/or solicits users to a business other than those on the Platform;
 - g. is disruptive and/or incites others to violate industry standards and/or BharatMed's standards; and/or

- v. If any conduct on or outside of our Platform violates the standards above, or any other terms and conditions of this Agreement; or interferes with other people's enjoyment of the Products and Services or our Platform; or that we believe is inappropriate; in our sole, good faith judgment, we reserve the right to change, delete or remove, in part or in full, any such content; and we further reserve the right to terminate the access of such defaulting Delivery Partner to the BharatMed Delivery Partner Platform or to any information available through the BharatMed Delivery Partner Platform. BharatMed will cooperate with local, state and/or federal authorities to the extent required by applicable law in connection with any communication.

9. DELIVERY PARTNER REPRESENTATIONS AND WARRANTIES:

- a. You will not accept orders offered through the BharatMed Delivery Partner Platform that you do not intend to deliver;
- b. You will not disclose, and will maintain the strict confidentiality of, the Customer Data and transaction logs available through the BharatMed Delivery Partner Platform;
- c. You will not violate any applicable law(s) or Delivery Partner Terms;
- d. You will not access the BharatMed Delivery Partner Platform or related services using a third-party's account/registration, or attempt to impersonate another person, particularly any Delivery Partner;
- e. You will not falsely report your geographic location or prevent or otherwise attempt to prevent the BharatMed Delivery Partner Platform from accurately reporting your geographic location;
- f. You will not attempt, through any means, to gain unauthorized access to any part of the BharatMed Delivery Partner Platform and/or any related

service, or any other account, computer system and/or network connected to any BharatMed server;

- g. You will not attempt to deceive, mislead, confuse, or defraud BharatMed through any means of circumvention related to the BharatMed Delivery Partner Platform or the Delivery Services you are purporting to provide;
- h. You will not decompile or reverse-engineer the BharatMed Delivery Partner Platform and/or monitor any portion of the BharatMed Delivery Partner Platform and/or any Materials and/or other content on the BharatMed Delivery Partner Platform, unless an authorized representative of BharatMed has given you specific permission to do so in writing;
- i. You will not conduct any kind of systematic retrieval of data or other content from the BharatMed Delivery Partner Platform;
- j. You will not create or compile, directly or indirectly, any collection, compilation, database or directory from the BharatMed Delivery Partner Platform's content;
- k. You will not use the BharatMed Delivery Partner Platform in any manner that could damage, disable, overburden and/or impair any BharatMed server, or the network(s) connected to any BharatMed server, and/or interfere with any other Delivery Partner's use of the BharatMed Delivery Partner Platform;
- l. You will not use any information obtained from the BharatMed Delivery Partner Platform or the Delivery Services (apart from authorized use of Delivery Services) in order to contact, solicit, or buy or sell any products or services to anyone, including but not limited to any Customer, Pharmacy/ies or another Delivery Partner;

- m. You will not copy or republish any content, including, but not limited to Customer Data and transaction logs;
- n. You will not license, sell and/or otherwise provide access to and/or use of your Account or the BharatMed Delivery Partner Platform to any third party (other than subcontractors, pursuant to your Partner Agreement), including without limitation to build a competitive product and/or service;
- o. You will not harass, annoy, intimidate or threaten any BharatMed employees or agents engaged in providing any portion of Delivery Services;
- p. You will not contact any Customers or Pharmacy/ies beyond what is necessary to fulfill your delivery services, unless the Customer(s) or Pharmacy(s) expressly consents to such contact;
- q. You will not delete the copyright or other proprietary rights notice from any Materials or any portion of the BharatMed Delivery Partner Platform or Delivery Services;
- r. You will not upload or transmit viruses or other harmful, disruptive or destructive files;
- s. You will not disrupt, interfere with, or otherwise harm or violate the security of the BharatMed Delivery Partner Platform, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the BharatMed Delivery Partner Platform or affiliated or linked sites (including those of our pharmacist partners); and

- t. You will not use the BharatMed Delivery Partner Platform for any illegal purposes.

10. TRANSACTION:

- a. Any transaction both effected and completed (upon verification of receipt by the Company) through the payment option provided on Platform will apply to such Terms. The sale & purchase / transaction between the registered third parties and Pharmacy/ies, of Products, facilitated by the requisition placed by Customer on the Platform shall be governed by these Terms. Company is not and cannot be a party to or save as except as may be provided in these Terms, control in any manner, any transaction between You and Customers and/or third-parties.
- b. You acknowledge that we:
 - i. are not the owner of the Products and Services being sold/provided hereunder;
 - ii. will only get involved with any dispute between Customer and Delivery Partner to the extent specified; and
 - iii. are not responsible in any way if any offers displayed and subsequently sold via this Platform prove unsatisfactory.
- c. We have no direct involvement in transactions between users having not transacted through the Platform and the Company shall have no liability in case of any defaults arising in such cases.
- d. Your relationship with Company is on a principal-to-principal basis and by accepting these Terms You agree that Company is an intermediary for all purposes and does not have control of or liability for the Products or Services that are listed/ offered on Company's Platform. Company does not guarantee the identity of any third parties, nor does it ensure that a User or a third party will complete a transaction.

- e. We are not responsible for ensuring that a Customer complete a transaction and make no guarantees whatsoever to the user that offline offers, if any, will be listed on our Platform.
- f. Unless otherwise stated, all payments are quoted in Indian Rupees.
- g. Further, we are not responsible for any loss or damage arising directly or indirectly due to lack of authorization for any/a transaction, exceeding the preset limit mutually agreed by you and between your bank/s, or any payment issues arising out of the transaction, or decline of transaction for any other reason/s. using third party banking/money exchange services.
- h. We reserve the right to cancel any request at Company's sole discretion, under a situation where we are not able to meet the requirement of the order placed or if the order so placed/cancelled does not comply with our policies or for any other reason. However, we will ensure that any communication of cancellation of a request, so cancelled, is intimated within appropriate time to the concerned person and any applicable refund, subject to Company's sole discretion will be made in reasonable time.

11. TRANSACTION PRICE:

- a. The price of the Products shall be governed by the price displayed in India Rupees against such Products on the Platform which shall further be subject to change as per clause 10.c.
- b. The price of the Products availed shall on every transaction additionally include a convenience fee, handling fee, packaging fee, surge charges, tips, etc. and, if applicable, courier charges, insurance, and all other taxes, duties, costs, charges and expenses, if any in respect thereof and any other amount charged by the Company's channel partners, if any.
- c. The Company reserves the right to modify the fee structure by providing on the Platform which shall be considered as valid and agreed communication. The

Company shall not be responsible if some purchase is not registered or is lost due to any network issues/problems such as breakdown of machinery, unclear/ disruption in the network or non-receipt of payment from banks/payment gateways/payment aggregators/third parties and/or the cost(s) charged by the network operator(s). However, the Company shall work towards the best interest of the User.

12. SECURITY RULES:

- a.** Users are prohibited from violating or attempting to violate the security of the Platform, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding", "spamming", "mail bombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.
- b.** This Platform is designed for parties who can legally make binding contracts under applicable law. Therefore, minors using, accessing, or registering as a user on this Platform shall be deemed to be using this Platform with the valid consent of an adult guardian- and such guardian shall be considered a party to the Platform.

- c. You are also expected to follow all laws and regulations that may be associated with any of the activities involved with the use of the Platform. You are also expected to pay for any statutory fees or applicable taxes that may be associated with the activities from this Platform.

13. MONITOR:

You agree that we are not liable for the Content that is provided by others. We have no duty to pre-screen Content, but we have the right to refuse to post or to edit submitted Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material.

14. PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Platform in a way that constitutes copyright infringement, please contact us to report the possible copyright infringement.

15. HYPERLINKS

Platform may include links to third party Platforms, including links provided as automated search results. Some of these sites may contain materials that are objectionable, unlawful, or inaccurate. These links do not mean that we endorse these third party sites or services. You acknowledge and agree that we are not responsible or liable for any Content or other materials on these third party sites. Any dealings that you have with advertisers found on Platform are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser. You may not create a link to this Platform from another Platform or document without the Company's prior written consent.

16. DELIVERY PARTNER:

The appointed logistics partner shall provide various services such as collection and delivery of items, collection of the transaction price from the buyer in case of cash on delivery or such other services that the Pharmacy/ies may require. In such services being provided by the logistics partner, it is to be understood that the Company shall be not be held liable for any act of default by the respective logistics or delivery partner.

17. DISCLAIMER OF WARRANTIES:

- a.** We provide the Platform “as is” and “as available.” We make no express warranties or guarantees about the Platform. To the extent permitted by law, we and our suppliers and affiliates disclaim implied warranties that the Platform and all software, Content, Services, any services and products distributed through the Platform are merchantable, of satisfactory quality, error-free, accurate, timely, fit for a particular purpose or need, or non-infringing.
- b.** Without limiting the foregoing, Company makes no warranty that (i) the Platform or the services will meet your requirements or your use of the Platform or the services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Platform, services or materials will be effective, accurate or reliable; (iii) the quality of the Platform, services or other materials will meet your expectations; or that (iv) any errors or defects in the Platform, services or other materials will be corrected. No advice or information, whether oral or written, obtained by you from Company or through or from use of the services shall create any warranty not expressly stated in the Terms.
- c.** Without prejudice to the generality of the foregoing paragraph, we do not warrant that:
 - i.** this Platform will be constantly available, or available at all; or
 - ii.** the information on this Platform is complete, true, accurate or non-misleading
- d.** Nothing on this Platform constitutes, or is meant to constitute, advice of any kind.

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

18. LIMITATION OF LIABILITY:

- a. Your sole and exclusive remedy for any dispute with us is to discontinue your use of the Platform. Our liability, or the liability of our affiliates and our suppliers for any and all claims relating to the use of the Platform is limited to the convenience fee received by the Company through the concerned Transaction. We, our affiliates, and our suppliers shall not be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, arising (in any manner whatsoever, including but not limited to negligence) out of or in connection with the Platform, Products, Services provided through the payment options on the Platform or any other services of the Platform arising from your use of, inability to use, or reliance upon Platform and further including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Company has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Platform, services or materials. The Company shall not be held liable for any third-party enabled services which may lead to damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in connection with the use of the Platform Services, services provided through the payment options on the Platform or any other services of the Platform arising from your use of, inability to use, or reliance upon Platform. The Company, its associates, affiliates, service providers and technology partners make no representation or warranties about the accuracy, reliability, completeness and/or timeliness of any content,

information, software, text, graphics, links or communications provided or on through the use of the Platform or that the operation of the Platform will be error free and/or uninterrupted. The company provides no guarantee to its users in respect of the products sold on the Platform. We assume no liability whatsoever for any monetary or other damage suffered by you due to delay, failure, interruption, security breach or corruption of any data or other information transmitted whether via network or otherwise in connection with the use of the Platform.

- b.** Company shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, products, functionalities and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, Company shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond Company's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the Platform, is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data. Company is not responsible for any typographical error leading to an invalid coupon. Company accepts no liability for any errors or omissions, with respect to any information provided to you whether on behalf of itself or third parties.
- c.** The Products will be delivered by the Pharmacy/ies or independent contractors. You accept and acknowledge that the Delivery Partner is engaged by the Pharmacy/ies or as a third-party service provider for the delivery of the Products from the concerned Pharmacy/ies to the address notified by You, and the Company will have no control over the Products and the Pharmacy/ies shall have the Product obligations and the Delivery Partner/Agent shall have delivery

obligations and duty of care. The Company is merely facilitating the Services, and will have no liability or responsibility in this regard. Company is not responsible for any non-performance or breach of any contract entered into between Users and third party service providers. Company is not responsible for any conduct of any third-party partners including without limitation the Delivery Partner and/or Pharmacy/ies. Further, the Company will not be held responsible for any death, personal injury or such other loss or damage arising from the default of any third-party including without limitation the Delivery Partner and/or Pharmacy/ies.

19. INDEMNIFICATION:

You agree to defend, indemnify, and hold harmless us and our affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, demands and expenses, including attorney's fees, and penalties imposed, if any, that arise from including without limitation your use or misuse of the Platform; infringement of the intellectual property of any of our channel partners, customers, investors; data breach; illegal offerings; wrongful delivery of the Products, wrong use of the Services and/or third-party enabled services; breach of the Terms including rules and policies incorporated herein under any applicable law.

20. INTERNATIONAL USE:

We make no representation that the Content on the Platform is appropriate or available for use in locations outside India, and accessing it from territories where the Content is illegal and/or prohibited. If you choose to access the Platform from a location outside India, you do so, on your own initiative and you are responsible for compliance with local laws.

21. BREACHES OF THESE TERMS OF USE:

- a. Without prejudice to the Company's other rights under the Terms, if you breach these Terms in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the Platform, prohibiting you

from accessing the Platform, blocking computers using your Internet Protocol address from accessing the Platform, contacting your internet service provider to request that they block your access to the Platform and/or bringing court proceedings against you.

- b. Further, it is clarified that unauthorised use of this Platform may give rise to a claim for damages and/or be a criminal offence.

22. SEVERABILITY:

This contract and any supplemental terms, policies, rules and guidelines posted on Platform constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

23. TERMINATION:

Your right to use the Platform automatically terminates if you violate these Terms or any rules or guidelines posted in connection with the Platform. We also reserve the right, in our sole discretion, to terminate your access to all or part of the Platform, for any reason, with or without notice.

24. GOVERNING LAW AND JURISDICTION:

- a. These Terms and all claims arising from or related to your use of the Services will be governed by and construed in accordance with the laws of India and Courts in Mumbai shall have the exclusive jurisdiction.
- b. Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

25. MISCELLANEOUS:

- a. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- b. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in additional terms of use for areas of the Platform, such as a particular "Legal Notice," or software license or material on particular web pages, these Terms constitute the entire agreement between you and us with respect to the use of the Platform.
- c. You cannot assign or otherwise transfer the Terms, or any rights granted hereunder to any third party. Company's rights under the Terms are freely transferable by Company to any third parties without the requirement of seeking Your consent.
- d. If, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.
- e. Any and all notices of Company will be served by email or by general notification on the Platform. Any notice provided to Company pursuant to the Terms should be sent to info@bharatmed.ai
- f. No changes to these Terms shall be made except by a revised posting on this page.

If you do not agree to these Terms, you should immediately cease using the Platform. The Terms will continue to apply until terminated by either You or

Company as set forth under Clause 7. If You want to terminate Your use of the Services with Company, You may do so by (i) not accessing the Platform; or (ii) closing Your accounts for all of the services that You use, where Company has made this option available to You.

CONFIDENTIAL