

Terms Of Use

Thanks for choosing "**Farmako**". This is an agreement between "**you**", a "**user**" of Farmako, and **Farmako Healthcare Private Limited**, a company incorporated in India ("**we**", "**us**", "**our**") with its registered address at **H.No. 734, Gali No. 1 Azad Nagar, Railway Harthala Colony, Moradabad UP-244001**.

If you install, use, access Farmako or any of its features, you have read and accepted these terms and conditions. You have also accepted the Privacy Policy, and other terms which are available on the App and Website, and otherwise. Please make sure to read these documents. By using Farmako, you are entering into a binding contract(s) with us. Your contract with us includes the Terms of Use and Privacy Policy etc. If you don't agree with and accept the above, please do not use, install, access Farmako or any of its features.

Our **Farmako** team facilitates doorstep delivery of medicines ordered by you and other allied services. ("**Services**").

You agree that you are 18 and above of age, if you are below 18 years of age you agree that you are represented by a legal guardian to avail the Services.

Farmako reserves its right to modify/update these terms and conditions without any advance notice to you.

1. Services

Medicines and other such products ("**Products**") shall be delivered to the address provided by you at the time of the purchase of our Product. The Products shall be delivered from our Stores. The address provided by you shall be deemed accurate and you accept that Farmako is not responsible in verifying the accuracy of the address provided by you. The Products shall be delivered through delivery personnel who are third-party independent contractors.

You may also book lab tests through our application. The lab tests shall be conducted by third party diagnostic labs and Farmako operates as a technology provider to enable you to book the tests with the particular lab. Farmako is not responsible for any actions/inactions etc. of the diagnostic labs and is not providing any diagnostic services. Please contact the diagnostic lab for any queries/complaints to do with the diagnostic services provided by them.

Tele consultation

You may book appointments for an online medical consultation with Farmako's doctors regarding any medical dilemmas or queries you may have. The doctors and medical professionals appointed by Farmako are registered medical professionals who are permitted to provide medical advice. The consultation timings are provided in slots and you may book the consultation for the slot timings available to you. You may communicate with our medical professionals and doctors through our App. You agree that you shall make payments for the consultation in advance of the appointment booked by you. Farmako and the medical professionals appointed by Farmako reserve the right to change, revise, reschedule and cancel the appointment timings

Farmako operates as an intermediary and does not hold any responsibility for the advice, prescriptions and diagnosis provided by the doctors and medical professionals and does not interrupt, disrupt or involve itself in the advice provided. You agree that listening to the advice provided by the doctors and medical professionals is done so at your own risk and Farmako shall not be liable for any issues that arise from such consultation.

AI Tool

You can also chat with our AI Chatbot by the name of [-] for the purpose of raising queries. Please note that it is an AI Chatbot and not a medical practitioner. We do not guarantee the accuracy of the information provided by the Chatbot. The Chatbot provides answers to your queries through algorithmically generated responses collected through publicly available data, statistics, reports and similar content. Please consult with your medical practitioner. The answers given to you by the AI Chatbot do not constitute medical advice. You agree that Farmako is not liable or directly responsible for any issues you may face with the suggestions provided by the Chatbot.

Farmako is not responsible for deliveries made to incorrect addresses, damages to the Products purchased by you, delays in the Products purchased by you, the incorrectness of the Product purchased by you at the time of delivery, interruptions and disruptions during delivery, and the acceptance of deliveries to individuals other than you. You accept that in the event that you have opted for doorstep delivery, Farmako shall not be held responsible for any damage, theft, or incursion of the Products purchased by you once the Product has been delivered to the doorstep. Additionally, you accept that Farmako shall not be responsible for any damage, theft or incursion of the Products purchased by you if the Product delivered at the doorstep was not received by you due to your unavailability or absence thereof (this is inclusive of any recipients for whom you have purchased the Product).

Farmako offers its services on a "best-effort" basis, and as such we do not guarantee that the exact delivery time will be 30 minutes. Delivery time and fulfillment of delivery for your product is dependent on external conditions which are outside of our control; these

conditions include, but are not limited to – rider unavailability and a lack of manpower, shortage or unavailability of the Products purchased by you, Acts of God, strikes, lockouts, official control measures, delays from vendors, public holidays, time, date and area of delivery, distance from the vendor, customer demand, traffic, sudden breakdown of delivery vehicle, weather conditions, and unforeseen events/incidents outside of our control.

You will be informed of the shipping timelines and confirmation of receipt of the order.

For our record keeping Services please see here [end of these Terms].

2. Ordering Medicines

Our Products may be purchased from our App. Our Products may also be purchased from our Farmako front-facing stores, where you can make orders and receive the Products at your doorstep (This feature is only available in select cities).

You may connect with our officials to place an order through Farmako's official number. Any number that has not been provided to you by Farmako, is not an official number. You accept that Farmako is not responsible for messages you make to any number that misrepresents themselves as us.

Orders made through the Application are made directly to Farmako. We then contact our stores to check the availability of the Products. Once the order is confirmed, the Delivery Personnel will pick up and deliver the medicines to you.

3. Pricing

You may either make payments to Farmako through the official Farmako portal provided to you online during the purchase of your Product, or through Cash on Delivery. The Farmako portal provided to you will be the same for both WhatsApp orders, and orders made through the Application.

The payment will be processed through a third-party payment processor. Online payment confirmation will be made by the aforesaid payment processor. You accept that any issues arising with the payment processor is not attributable to Farmako.

Payments may also be made through Cash-on-Delivery (“**COD**”). COD enables you to pay the delivery agent directly when you receive the order for the Products you purchased. The delivery agent has a right to refuse the delivery if you fail to make the complete payment of the Product. Any losses, damages arising from non-delivery shall be your sole responsibility.

Delivery Charges for online and COD payments shall be borne by you.

Once your payment is confirmed, we used third party service provider for delivery. Your orders subject to the availability of such Products, our acceptance of your offer solidifies your adherence to these Terms. You declare that the Products ordered by you are for personal, non-commercial use.

There may be certain orders that Farmako partners cannot accept and service, which may need to be cancelled. Some situations that may result in your order being cancelled include the non-availability of the product or quantities ordered by you or inaccuracies or errors in pricing information specified by our partners.

Farmako also reserves the right to cancel any orders that classify as 'Bulk Orders' as determined by Farmako as per certain criteria. An order can be classified as 'Bulk Order' if it meets the below-mentioned criteria, which may not be exhaustive, viz:

- Products ordered are not for self-consumption but for commercial resale;
- Multiple orders placed for the same product at the same address;
- Bulk quantity of the same product ordered;
- Invalid address given in order details;
- Any malpractice used to place the order.

No cancellation charges shall be levied for the cancellation of an order following the terms of this policy.

Any discounts provided are at the sole discretion of Farmako and may be revoked at any time.

4. Prescription

Products purchased by you through the Farmako App and through WhatsApp shall be processed only after you provide a valid medical prescription issued by a licensed doctor/medical professional. Farmako engages only registered pharmacists who are certified to prescribe medicines to you. You shall provide a scanned copy of a valid prescription at the time of purchasing the Product and shall be required to provide identification proof to confirm that the Product is purchased by you. The scanned copies of the valid medical prescription and identification proof shall be uploaded either through the App or on WhatsApp. Farmako shall not process any orders that are requested without a medical prescription. We shall verify the prescription provided by you, and reserve the right to cancel any orders if we notice any discrepancies with the prescription, in accordance with the Terms and Conditions. We reserve the right to initiate appropriate legal proceedings if it comes to our notice that you have falsified or fabricated prescriptions.

5. Payment

- Only Indian cards and Indian payment methods are accepted.
- Payment can be made using your debit/credit card, Netbanking, Wallet & UPI.
 - You can make online payments when placing an order through Our Payment Gateway Service Providers or by way of cash on delivery at the time of delivery of Products
 - Upon completing a transaction using the online payment service, You will be presented with a confirmation screen verifying the transaction details You wish to process.
 - Once a payment has been made, it cannot be cancelled.
 - In the event a transaction has failed or is incomplete, wherein your account has been debited, but the amount has not been credited to Our account, the transaction will be reversed by Your bank within the time period specified by the Reserve Bank of India. Please contact your bank in case of any delay in crediting your account with any such amount.

6. Cancellation

The customer can cancel the order for the product till Farmako ships it. Orders, once shipped, cannot be cancelled.

7. Return

For Return intimation, please email us at help@farmako.in or chat with us on App/WhatsApp.

Farmako customer care team will verify the claim made by the customer within 72 (seventy-two) business hours from the time of receipt of the complaint.

Once the claim is verified as genuine and reasonable, Farmako will initiate the collection of the product(s) to be returned.

The customer must pack the product(s) in the original manufacturer's packaging.

Refund will be completed within 30 (thirty) days from the date of reverse pick up (if required).

The returns are subject to the following conditions:-

1. Any wrong ordering of products doesn't qualify for Return;
2. The batch number of the product being returned should match as mentioned on the invoice;
3. Return requests arising due to a change in prescription do not qualify for Return;
4. The returned product should only be in its original manufacturer's packaging i.e. with original price tags, labels, bar-code and invoice; and
5. Partially consumed strips or products do not qualify for Return, only fully unopened strips or products can be returned.

Category of Non-Returnable Product: Certain categories of products marked as non-returnable on the product page, will not qualify for the Return as per Farmako Return policy. The details of the nonreturnable products are mentioned below:

Categories	Type of Product
Baby Care	Bottle Nipples, Breast Nipple Care, Breast Pumps, Diapers, Ear Syringes, Nappy, Wet Reminder, Wipes & Wipe Warmers
Food & Nutrition	Health Drinks, Health Supplements
Healthcare Devices	Glucometer Lancet/Strip, Healthcare Devices & Kits, Surgical, Health Monitors
Sexual Wellness	Condoms, Fertility Kit/Supplement, Lubricants, Pregnancy Kits
Temperature controlled & speciality medicines	Vials, Injections, Vaccines, Penfills, & any other product, requiring cold storage, or medicines that fall under the category of speciality medicines

8. REFUND PROCESS

In all the above cases, if the claim is found to be valid, Refund will be made as mentioned below:

1. Order placed through an online wallet will be credited to the wallet; and
2. Order placed through cash on delivery will be refunded through fund transfer to the customer's bank account

9. Exclusion of warranty and Limitation of liability

To the maximum extent permitted by applicable law, Farmako Healthcare Private Limited shall not be liable to you for any special, indirect, consequential, punitive, or exemplary damages arising out of or relating to the Services.

Farmako does not guarantee that the App or Website shall be free from errors and your use of our Services is free from exigencies. Our Services may experience interruptions, inaccuracies, omissions and delays.

Notwithstanding the terms contained herein, the total aggregate liability of Farmako for any loss or damage incurred by you arising out of the use of our Services shall be limited to the total value of the amount paid by you for the Product you purchased.

We reserve the right to refuse Services, cancel orders placed by you, amend the Terms and Conditions, or terminate your account with Farmako.

10. Governing Law

The validity, construction and enforceability of these Terms of Use and Privacy Policy shall be governed and construed in accordance with the laws of India. Any dispute shall be subject to the exclusive jurisdiction of Moradabad, UP.

11. Severability

If any provision of this Agreement is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding.

12. Contact Us

If you have any questions or suggestions, do not hesitate to contact us at: help@farmako.in

You can also address any communication to us at our office located at Farmako Healthcare, 03-128, Plot No. 246, WeWork Blue One Square, Phase IV, Udyog Vihar, Gurugram, Haryana, 122016

13. Grievance Officer:

If you have any queries, claims, comments or clarification with regard to our Services, the Products purchased by you, our Terms and Conditions or our Privacy Policy, please feel free to contact Madhvendra at help@farmako.in. Please note that lodging a complaint does not imply immediate rectification of the Complaint. We are determined to resolve your issues expeditiously.

14. Record Keeping

Farmako also allows you to keep all your health and medical records in its portal [-]

In order to open an account we will need the following details:

- a. Name
- b. Phone number
- c. Email ID
- d. Age
- e. Address

- f. Gender

Once you have opened your account you can upload your medical records pertaining to hospitals visited, test results, medicines purchased etc. You permit us to share these Records with the Hospitals affiliated with us, such that if you visit any of these hospitals, if you so consent, they will be able to access your Records.

Please see our Privacy Policy here for more details.

We are also partnering with the [-] for the purpose of the Ayushman Bharat Digital Mission and creation of the Unique Health ID (“**UHI**”) and building a Health Locker. You will be able to open an Ayushman Bharat Health Account (“**ABHA**”). This will be as per the guidelines of the Government of India. You can provide your UHI to a registered hospital/ medical practitioner who will upon your consent be able to access your Records.