

# MERCHANT AGREEMENT

## (FOR 3MEDS.COM FRANCHISEE PARTNERSHIP)

This agreement dated \_\_\_\_\_ 2020 is executed at New Delhi, India between Nitsa advisors having its corporate office at **A19, Pushpanjali enclave , Second floor, Pitampura, Delhi 110034** (Hereby referred to as “3Meds.com”, as a first party and \_\_\_\_\_ having its office / address at \_\_\_\_\_ as a second party.

### Terms and Conditions

BY CONTINUING TO ACCESS AND USE THIS WEBSITE/MOBILE APPLICATION YOU CONFIRM THAT YOU ACCEPT OUR TERMS AND CONDITIONS OF USE SET OUT BELOW. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS, YOU MUST LEAVE THIS WEBSITE/MOBILE APPLICATION.

### Professional Standards

3Meds services are rendered from licensed premises of its associates / network pharmacies which are undertaken under strict supervision of the qualified and registered pharmacists. All pharmacists are bound by codes of professional ethics and conduct.

### Registration.

By registering and using the services you agree that you are eighteen years or above and you are not debarred by any law to contract and you agree to have read and accepted the terms and conditions provided herein. We are not under any obligation to accept a request for registration and reserve the right to suspend or terminate access at any time if your continued use is believed to prejudice us or other users. By registering to use this website /mobile application you confirm that the information you provide during the registration process is accurate and complete. You agree to update your registration details promptly if there are any changes. All registration information you provide will be kept secure and processed in accordance with our privacy policy

### Offers, promotions, software and downloads.

3Meds and other third parties with whom we have a business relationship may occasionally promote their goods or services on the website or mobile application or through other direct marketing initiatives or may make software and other materials available for you to purchase or download. Whilst we try to encourage third parties to offer good quality products, and services and materials at competitive prices we have no control over them or other third parties, we do not endorse the products or services they offer, or give you any assurance that they will be suitable for your needs. It is your responsibility to satisfy yourself in this regard and we have no liability in connection with the same. All promotions are for limited period and subject to special terms and conditions, which are in addition and not to the terms and condition stated herein.

### Ownership of materials and licence terms.

This website or mobile application, the materials and software on it, or provided to you through it are protected by copyright, trade mark and other intellectual property rights and laws throughout the world and are owned by, or are licensed to 3Meds and/or third parties. You are permitted to display the materials on this mobile application on a computer screen/mobile screen and, save for restricted access documents, to download and print a hard copy for your personal use or for obtaining products or services from us provided you do not alter or remove any of the content or any part of the website/mobile application without our express permission to do so and that you do not change or delete any copyright, trade mark or other proprietary notices.

### You agree not to:

- copy, reproduce, store (in any medium or format), distribute, transmit, modify, create derivate works from all or any part of this website/mobile application or the materials or software on it, or provided to you through it without our prior written consent (which may be given or withheld in our absolute discretion)
- use this website/mobile application or any of the materials or software on it, or provided to you through it, for:
  - any unlawful purpose or in contravention of applicable law
  - commercial exploitation without our prior written consent
  - any purpose or in any manner that may give a false or misleading impression of us, our staff or our services use, upload or transmit
  - any material that is defamatory, offensive, obscene or otherwise unlawful, or which may cause offence or distress, or which may affect or infringe the rights of any other person
  - any device, software, file or mechanism which may interfere with the proper operation of this website or our systems
- establish a link to this mobile application from any other website, intranet or extranet site without our prior written consent
- decompile, disassemble or reverse engineer (or attempt to do any of them) any of the software or other materials provided on or through this website/mobile application
- do anything that may interfere with or disrupt this website/mobile application or our service
- encourage or permit others to do any of the above

In the event that you do not comply with the above restrictions, any person affected by your actions may bring a claim against you and/or 3Meds. We will pursue a claim against you for any losses and costs (including legal costs) we may suffer as a result of your actions.

**Suitability of materials.**

We assure about the quality of product but We do not give any assurance that the materials provided or available to you on or through this website/mobile application are suitable for your requirements or that they will be secure, error or virus free and we will have no liability in respect of those materials. You as a agent can't recommend any product to customer without proper doctor prescription. Any side effect due to product is a liability of customer of manufacturer.

**Accuracy of Information**

We take care to ensure that all information available on our website/mobile application about our business, services and any products mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. Medical, commercial and legal practice change frequently and the content on this website/mobile application, in of any newsletters and in other items offering guidance have been prepared for general interest only and are not a substitute for specific medical, legal or other professional advice and should not be read or used as such. For accurate up-to-date information you should contact us and/or your doctor directly.

**Disclaimer**

3MEDS DOES NOT WARRANT OR REPRESENT THAT THE MATERIAL ON THIS WEBSITE/MOBILE APPLICATION IS ACCURATE, COMPLETE OR CURRENT OR THAT THE WEBSITE WILL BE FREE OF DEFECTS OR VIRUSES. NOTHING CONTAINED IN THE PAGES OF THIS WEBSITE/MOBILE APPLICATION SHOULD BE CONSTRUED AS MEDICAL, COMMERCIAL, LEGAL OR OTHER PROFESSIONAL ADVICE. DETAILED PROFESSIONAL ADVICE SHOULD BE OBTAINED BEFORE TAKING OR REFRAINING FROM ANY ACTION BASED ON ANY OF THE INFORMATION OR MATERIAL CONTAINED IN THIS WEBSITE/MOBILE APPLICATION OR ANY COMMUNICATIONS PROVIDED TO YOU AS A RESULT OF YOUR REGISTRATION.

**Liability**

- WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (IN CONTRACT, NEGLIGENCE OR OTHERWISE) WHERE:
  - (A) THERE IS NO BREACH OF A LEGAL DUTY OF CARE OWED TO YOU BY US;
  - (B) THE LOSS OR DAMAGE IS NOT A REASONABLY FORESEEABLE RESULT OF ANY SUCH BREACH; OR
  - (C) ANY LOSS OR DAMAGE OR INCREASE IN LOSS OR DAMAGE RESULTS FROM A BREACH BY YOU OF THESE TERMS AND CONDITIONS. THE MAXIMUM LIABILITY OF 3MEDS SHALL BE LIMITED TO THE COST OF THE PRODUCTS PURCHASED OR SERVICES AVAILED BY THE CUSTOMER, 3MEDS OR ITS DIRECTORS SHALL NOT BE LIABLE FOR ANY INDRECT, CONSEQUENTIAL OR OTHER DAMAGES CAUSED TO THE USER
- WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. THE NEW VERSION WILL BE POSTED ON THIS WEBSITE/MOBILE APPLICATION AND WILL TAKE EFFECT IMMEDIATELY UPON POSTING
- IF YOU USE THE WEBSITE/MOBILE APPLICATION AFTER THE NEW TERMS AND CONDITIONS HAVE COME INTO EFFECT, YOU WILL BE INDICATING YOUR AGREEMENT TO BE BOUND BY THE NEW TERMS AND CONDITIONS

**PRESCRIPTION ORDER**

THE FOLLOWING TERMS APPLY TO YOUR USE OF THE 3MEDS PRESCRIPTION ORDERING SERVICE. THESE ARE ADDITIONAL TO AND SUPPLEMENT OUR GENERAL WEBSITE/MOBILE APPLICATION TERMS AND CONDITIONS WHICH ALSO APPLY.

IF YOU HAVE ANY QUESTIONS CONCERNING THE SERVICE, PLEASE CONTACT US.

**Prescriptions for persons other than yourself:**

If the prescription is of a person other than yourself, you will need to have the authority of the person whose prescription it is to have it dispensed by us. By placing an order to dispense another person's prescription you confirm that you have their authority to do so.

**Age Restrictions:**

We only accept Prescription Orders from customers who are 18 years old or over although they may order prescriptions for persons who are under 18. By placing an order, you confirm that you are at least 18 and legally eligible to contract.

**Residency:**

We accept Orders from and dispatch orders to addresses in selected locations in India.

**Binding agreement:**

No Order placed by you will be binding on us until we have confirmed the order to you by phone, email or in writing. We reserve the right to reject any order. All orders are delivered subject to receipt of valid prescription and availability.

**Verification of prescription:**

When we receive an original prescription from you, our pharmacist will verify it against the information provided to us at the time the order was placed. In the event that the information does not match with your original order as per the prescription, we may try to

contact you using the information in your registration. If we cannot contact you and we are unable to dispense the item(s) on your Prescription Order we reserve the right to return your prescription to you.

#### **Non-Receipt of Prescription:**

If you place a Prescription Order and we do not receive the relevant original prescription, we will not have any liability to you and it will be your responsibility to contact us within 7 days regarding your prescription order.

#### **Validation of Prescription:**

Validation of prescription services through our partner Registered Medical Practitioner shall be made available to the User only upon request of the User and in the following situations:

1. The existing prescription has expired and the User is unable to get an appointment with his Registered Medical Practitioner ; or
2. The prescription is not as per the standards defined by Medical Council of India, including, missing Doctor details, patient details etc; or
3. If the prescription contains schedule X drugs / unusual quantities.

The User understands and agrees that the validation of prescription services provided herein are only on request and are intended for general purpose only and should not be used in case of medical emergencies and serious illness issue where physical consultation is recommended and at no point these services are intended to replace the physical consultation. The User also agrees and understands that for providing the validation of prescription service 3Meds will have to share the prescription with its partner Registered Medical Practitioner and by requesting the services the User confirms its consent to share his/her prescription with 3Meds partner Registered Medical Practitioner. Upon the request of the User, the prescription of the User shall be shared with 3Meds partner Registered Medical Practitioner and post consultation or review of the prescription, if the Registered Medical Practitioner deems fit, he/she may validate the prescription shared with him/her of the User. However, at all time the Registered Medical Practitioner has the discretion to refuse consultation or validation of the prescription if the Registered Medical Practitioner is of the opinion that a physical consultation is required before a prescription is validated.

User agrees that the Registered Medical Practitioner will use the technology of 3Meds for rendering the above services and they share the information with 3Meds of its affiliated partners for rendering the services.

#### **Non-Availability/Suitability of Products**

If any of the items on your prescription are not available, or are not suitable for dispensing through this service, we will try to contact you using the information in your registration to inform you about the same.

#### **Notification of errors:**

You should check the items dispensed to you carefully promptly upon receipt. If you believe there may have been a dispensing error, you should contact us immediately and should not take or use any of the items.

**Governing Law and Jurisdiction:** The Terms of Use are governed by and constructed in accordance with the laws of India, without reference to conflict of laws principles and you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts located in Delhi, India.

**Acceptance of Terms and Conditions:** By Accepting Registration Form, You indicate your acceptance of the above Terms and Conditions and you agree to be bound by these terms and conditions set forth below including any additional guidelines and future modifications. If at any time you do not agree to these terms and conditions or you wish terminate your registration as an Affiliate, you may not access or use the information and notify your intention to block your registration.

**This agreement gives the right to agent to book products directly on 3meds.com website as per the guidelines given by 3meds.com and entitled to commission on it.**

**Agent can use logo of 3meds.com just for publicity and can't claim any legal right over it. Agent agrees that 3meds.com at any time, immediately and with advance notice requests the agent to stop using brand equity, logo and trademark of 3meds.com for any reason.**

**3Meds.com will never share details of customers of agents with any other party, and access of all the information is given to agent for their transactions. But at all times 3meds also request all the agents to take regular data of their data as in case of any loss of data, 3meds is not liable for collection of data.**

**If any illegal activity or non compliance with policies of 3meds by the agent is found then 3meds have the right to terminate this agreement with immediate effect. And upon such second party is not liable to file any case against 3meds.com.**

**Franchisee partnership is not valid for Chemist / Pharmacies / Doctors and other associated in this profession. If found that information is not disclosed while enrolling from plan then amount will be forfeited and agreement is found null and void.**

Franchisee partner agrees to pass on the customer address and phone no while creating the order. Order will not be addressed at partner address as it considered as pharmacy or indirect selling.

For

**3Meds.com (Nitsa Advisors)**

By

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone No \_\_\_\_\_

Email \_\_\_\_\_

Plan enrolled \_\_\_\_\_

## **ANNEXURE A**

### Proposal by 3Meds

No.	Particulars	Amount
1.	ONE TIME SETUP FEE ( NON REFUNDABLE )	
2.	Annual Maintenance Cost	Waived Off
3.	Transaction Discount Rate (on each transaction)*	%
4.	Security Deposit ( REFUNDABLE SUBJECT TO CONDITIONS )	

### B. Details of Bank Account of the Merchant

Account Holder's Name:
Account Holder's Address:
Bank Name:
Bank Address:
Account Number:
IFSC CODE:

### Settlement Period of the Funds

3Meds will settle funds to the Agent's bank account in Monthly cycle.

- TDS will be deducted if agent fall under the category and is deducted from the payouts.
- All commission accrued in a month (1<sup>st</sup> till 30<sup>th</sup>) will be deposited by 10<sup>th</sup> of next month into the account of the agent.
- Settlements are not done in the middle of the month.