

“GENERICO”

PRIVACY POLICY AND TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF THE PRIVACY POLICY AND TERMS OF USE OF THE COMPANY CAREFULLY. BY ACCESSING the Website OR PURCHASING Products from the Outlet/ Store(s) OR USING THE SERVICES OF M/s Workcell Solutions Private Limited “**Generico**” and its subsidiaries and affiliates (“**COMPANY**”), Visitors, purchaser of Products, Services and Customers (“**Visitors**”) (cumulatively referred to as “**you**” or “**your**” hereinafter), YOU HEREBY UNEQUIVOCALLY AGREE TO BE BOUND BY privacy policy, terms and conditions and any other relevant terms and conditions, policies and notices AND ALL TERMS INCORPORATED BY REFERENCE, which may be applicable to a specific section or module of this website.

M/s Workcell Solutions Private Limited having a brand name “**Generico**” is the owner of website namely www.generico.in (“**Website**”) and Generico Stores/Outlets in India (both henceforth referred to as “**Generico**”, “**Company**” “**We**”, “**us**”, “**our**”, “**it**”). The Company respects your privacy, and seeks to comply with applicable legal requirements under the Information Technology laws and Rules in respect of data collection, processing and transfer. By using the Website and/or visiting the Company’s Outlet/Store and/or purchasing the Pharmaceutical Products (“**Products**”) from the Company (and thus accepting the **Privacy Policy and Terms of Use**), you expressly consent to the Company using your Information, as outlined in this Privacy Policy, Company’s Policy, Terms and Conditions, Return and Cancellations and other relevant Policies. Your use of the Website and/or Purchase of the Products from the Company’s Outlets/store is subject to your acceptance of this Privacy Policy, Terms and Conditions, Return and Cancellations (Collectively referred to as “**privacy policy**”). If you do not accept any or all of the terms and conditions of the same, then you must discontinue your use of www.Generico.in and may refrain from the purchase of Products and use Services of the Company.

The Company is committed to safeguarding the Privacy of its Customers, Users and Visitors who use or visit www.Generico.in and/or the Stores/Outlets of the Company. The purpose of this Privacy Policy is to detail the manner in which the Company use your Information, including your Information that the Company may obtain about you, during your use of www.generico.in and/or at the time of Purchase of the Products from the Store/Outlets of the Company. Our privacy policy is subject to change at any time without notice. To make sure you are aware of any changes, please review this policy periodically.

This Policy is in absolute compliance of the Information Technology Act 2000 (“**Act**”) including all the relevant Rules made thereunder including but not limited to Information and Technology

(Reasonable Security Practices and Procedures and sensitive personal Data or information) Rules 2011 (“**Rules**”). This Policy applies to all our Products, Services and Website users. The Company conforms that it is not responsible for the products, content or privacy practices on any other website to which our Website links or that links to our Services. Information about our customers is an important part of our business, and the Company are not in the business of selling information to any third parties. The Company share the information collected by us, only as described below and with the Group companies/subsidiaries/affiliates of the Company, that either are subject to this Privacy Policy or follow practices at least as protective as those described in this Privacy Policy.

USER’S CONSENT

It is relevant to mention here that, You the Users, by using this Website and/or by providing your information at the Outlet/ Store of the Company or on the Mobile Applications of the Company, You unconditionally agree and consent to the collection and use of the information, which you disclose at the Store/ Outlet of the Company in accordance with this Privacy Policy, including but not limited to your consent for sharing your information as per this privacy policy. If the Company decides to change its privacy policy, the Company reserves the absolute right to post those changes on this page so that you are always aware of what information the Company collects, how the Company use it, and under what circumstances the Company disclose it. However, as advised above, hence, it is requested that You please go through our Privacy Policy at regular intervals.

INFORMATION OF THE USERS

In compliance with the Applicable Laws, Acts and Rules of India, in the capacity of a User, customer or Purchaser of the Products of the Company, You can Access the Website without being a registered member or visit the store/outlet for the purpose of Purchase of the Products, however in the course of your use of Website or at the time of the visit and Purchase of Products at the Outlets/Stores of the Company, You shall be obligated to provide us with certain information as mentioned below (collectively referred to as the “**Information**”), which the Company may collect from You at the time of Your visit and Purchase of the Products at the store/ outlet of the Company and/or visit the Website of the Company, Which is required by the Company for providing relevant Products and also effective Services including but not limited to performing its contractual obligations, other than allowing us to better understand the Website users and improve the layout and functionality of Website and User/customer requirements.

The Information to be collected from You, by the Company at the time of Your Visit at the Outlet/Store of the Company or while visiting the Website, or mobile application of the Company shall include but not limited to Your name, age, gender, address, phone number, prescription copy, medicine & dosage details, e-mail address, doctor name, billing and Payment method,

credit/debit/charge card information, order history, feedback about your visits to and use of Website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, and website navigation etc.) Information relating to any purchases you make of the Products or Services from the Outlets/ Stores and Information that You provide to us for registering with us as a Registered User (including your Account details) and for subscribing to Website Services, e-mail notifications, and/or newsletters. Any other information that you choose to send to us; and feedback including Product/Service reviews.

SENSITIVE PERSONAL DATA OR INFORMATION

The company will never ask you and you must never provide sensitive personal data or information to the company or to any person/entity representing the company. Any disclosure of sensitive personal data or information shall be at your sole risk and without any liability to the company (including its directors, key managerial personnel, officers and employees). You understand, acknowledge and agree that the company or any other person acting on behalf of the company shall not in any manner be responsible for the authenticity of the personal information or sensitive personal data or information provided by you to the company.

You must not disclose your:

- a) passwords;
- b) financial information such as bank account details, credit card details, debit card details, secure pin number, passwords, etc.;
- c) physical, physiological and mental health condition;
- d) sexual orientation;
- e) medical records and history;
- f) biometric information;
- g) national identification numbers;
- h) and such other sensitive personal data or information.

Users must note that any information that is freely available or accessible in public domain shall not be regarded as Personal Information or Sensitive Personal Data or Information for the purposes of this Privacy Policy and the Company shall not be obliged to take any measures to protect the same since the same is freely available on the public domain.

Please note that identity theft and the practice currently known as "phishing" are of great concern to the Company. We do not and will not, at any time, request Your credit card information/debit card information/financial pin numbers and passwords.

PERSONAL INFORMATION

The primary purpose of collection of Personal Information set out hereinbelow and other information set out in herein below, is to allow You to access and use the Website.

We may obtain information about Your name, email address, date of birth, age, device, device id, contact details, prescription copy, medicine & dosage details, doctor name, gender, location, pin code, area code, payment processing details, telephone number, occupation, provided by You either on the Website and/or at the time of Your Visit at the Outlet/Store of the Company and/or which may be available to the Company or other Users as a result of You publishing User material on the Website and/or which may be available to the Company if You access the Website through any linked social media platforms. Your use of the website and voluntarily providing abovementioned Personal information at the Outlet/ Store of the Company constitutes your CONSENT to all the terms and conditions contained in this privacy policy (as amended from time to time) and you shall be bound by the same.

We may also obtain information about You, from any e-mails, letters, communication, etc. that You send to Us. We may also obtain information collected by cookies or similar technologies.

TERMS OF THE USE OF THE INFORMATION

In pursuance with the Information Technology Act and Rules 2011, As a compliant Company, We hereby inform You, that the Company uses the Information to register you with Website and/or to provide You with the relevant Products/ Substituted generic products and other Services, as mentioned on the Website and thereby, personalise your experience, improve the Website and/or Mobile application, improve customer service and product range and to provide you with a proper Pharmaceutical Products for the purpose of convenient shopping and effective health experience.

The Company may use the Information, to inform you about other products, alternative generic products and/or its services from time to time. As a Company engaged in the sale/ dispensing of generic Pharmaceutical Products, The Company uses the Information in the course of processing any order for products, offer accurate generic substitutes as per the laws of India upon due prescriptions, requests for appointments with registered Pharmacists or for the electronic maintenance of your health records. The Company may use the Information, to fulfil our agreement of providing products and Services to you, including those relating to your purchase of Products and their processing and obtaining payment. The Company may use cookies to help remember and process the Products of

Your Purchase and compile aggregate data about site traffic and site interaction so that the Company can offer better site experiences and tools in the future. During your visit to our Website and/or Mobile application and at the Store/Outlet of the Company, the Company may automatically receive technical information about your computer/device, including your IP address, your computer operating system, time-zone, browser type and browser plug-in details, due to the communication protocol settings on the Internet. The Company may use your IP address to help diagnose problems with our server, and to administer our Website. Your IP address is also used to help identify you and to gather broad demographic information. Finally, the Company may use your IP address to help protect our partners and ourselves from fraud.

Please Note that, When You provide us with your information, you will be given the option to mention if you do not wish to receive information of such products and services from either us or carefully chosen third parties, you can exercise your option voluntarily without any duress. Notwithstanding your registration with 'do not disturb' or 'do no call' services, by sharing Your contact number on the Website you are authorizing Us and give us your consent to get in touch with You by giving you a promotional call or through SMS, and to offer You Our services in addition to the products/ services offered by the Company.

The Company may as per its discretion, supplement the Information that you provide to the Company with information that the Company receives from third parties. While you can browse some sections of our Website without being a registered member or visit the store/ outlet of the Company, certain activities (such as placing an order) do require registration and require you to provide the relevant information to the Company. The Company do use your contact information to send you offers based on your Purchase of products. In addition to the above, while you access or interact with the Services from any technological device and at the Outlet with Our Authorized Representatives, which includes but is not limited to physical meeting, mobiles, tabs and computer system the Company may receive certain information, viz.: including your mobile operating system; the type of mobile internet browsers you are using; information about how you interact with our Website, such as how many times you use a specific part of the Website over a given time period, the amount of time you spend using the Website, how often you use the Website, actions you take in the Website and how you engage with the Website; information to allow us to personalize the services and content available through the Website the name of your internet service provider; the IP address of the computer you use to access our Services; the operating system you are using; the date and time you access our Services; the website address, if any, that linked you to our Services; search engine, search terms and advertising clicks/actions.

The Company confirms that the information is collected for a lawful purpose connected with a function or activity of the Company, and the collection of the personal data or information is considered necessary for that purpose. Company's primary goal in doing so is to provide you a safe, efficient, smooth and customized experience. This allows us to provide services, products and features that most likely meet your needs, and to customize our Website to make your experience safer and easier. More importantly, while doing so the Company collect Information from you that the Company consider necessary for achieving this purpose.

In general, you can browse the Website without telling us who you are or revealing any Information about yourself. Once you give us your Information, you are not anonymous to us. Where possible, the Company indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature on the Website. The Company may automatically track certain information about you based upon your behavior on our Website. The Company use this information to do internal research on our users' demographics, interests, and behavior to better understand, protect and serve our users. This information is compiled and analyzed on an aggregated basis. This information may include the URL that you just came from (whether this URL is on our Website or not), which URL you next go to (whether this URL is on our Website or not), your computer browser information, and your IP address. If you transact with us or purchase Products from us, the Company collect some additional information, such as a billing address, a credit / debit card number and a credit / debit card expiration date and/ or other payment instrument details and tracking information from cheques or money orders. If you send us personal correspondence, such as emails or letters, or if other users or third parties send us correspondence about your activities or postings on the Website, the Company may collect such information into a file specific to you. In order to protect our customers and us from fraud and theft, the Company may share all or any of the Information that the Company obtain (for confirming identity and other information in our customer records, including how you conduct your Account etc.), with other Group companies/subsidiaries/affiliates of Company, other third parties, companies, retailers and to financial and other organizations (including law enforcement agencies) involved in fraud prevention and detection.

To the extent the Company use your Information to market to you, the Company will provide you the ability to opt-out of such uses. The Company uses your Information to resolve disputes; troubleshoot problems; help promote a safe service; collect money; measure consumer interest in our products and services, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our terms and conditions; and as otherwise described to you at the time of collection. In our efforts to continually improve our product and service offerings, the Company collect and analyse demographic and profile data about our users' activity on our Website. The Company identify and use your IP address to help diagnose problems with our server, and to administer our Website. Your IP address is also used to help identify you and to gather broad demographic information. The Company will occasionally ask you to complete optional online surveys. These surveys may ask you for contact information and demographic information (like zip code, age, or income level). The Company use this data to tailor your experience at our Website, providing you with content that the Company think you might be interested in and to display content according to your preferences.

The Company use the information internally to, direct our efforts for service improvement, our internal training purpose and data analysis and for research, analysis and other business related purposes, subject to not directly disclosing any of your Information.

USE OF THE COOKIES

New technologies are emerging on the Internet that help us deliver customized Visitor experience. Company may use such new technologies, including cookies or other technologies, to remember your information when you use Website. The Company may use such technologies for tracking activity on Website, preparing reports, assessing trends, and otherwise monitoring the way in which Website is being used. By accepting the Terms of use of Website and this Privacy Policy, you hereby confirm and give Your consent to Company use of cookies, and other such technologies, for these purposes. If you do not wish to receive cookies, you may configure your Internet browser to erase all cookies from your computer's hard drive, block all cookies or to receive a warning before a cookie is stored. Additionally, you may encounter "cookies" or other similar devices on certain pages of the Website that are placed by third parties.

It is stated that the term "cookie" is a small piece of information stored by a web server on a web browser, so that it can be later read back from that browser. Cookies are useful for enabling the browser to remember information specific to a given user. The Company place both permanent and temporary cookies in your computer's hard drive. The cookies do not contain any of your personally identifiable information. The Company use data collection devices such as "cookies" on certain pages of the Website to help analyse our web page flow, measure promotional effectiveness, and promote trust and safety. "Cookies" are small files placed on your hard drive that assist us in providing our services. The Company offer certain features that are only available through the use of a "cookie". Cookies can also help us provide information that is targeted to your interests. Most cookies are "session cookies," meaning that they are automatically deleted from your hard drive at the end of a session. You are always free to decline our cookies, if your browser permits, although in that case you may not be able to use certain features on the Website and you may be required to reenter your password more frequently during a session. The Company do not control the use of cookies by third parties.

THE COMMUNICATION BY THE USER AND ITS USE

The Company strives to make sure that our user's and Customer experience exceeds the expectations. There are many ways to reach us i.e. via Stores/Outlets, phone, e-mail and other social media channels. Once you initiate a communication from your end, to help improve our Products and Service etiquettes to you, the Company may catalogue your contact information and correspondence details for later references. This eventually will also enable us to track the responses you provide to us as a

feedback for our e-mails and also the number of visits that you as a User make to our Website. This methodology will help us to improve our Services from a customer delight stand point.

DISCLOSURE TERMS OF THE INFORMATION

The Disclosure policy of the Company under this Policy is in compliance with rule 6 of the IT Rules 2011. The Company states that, it may share certain Information with its other corporate entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out. The Company may disclose Information to the third parties. This disclosure may be required for us to provide you access to our Products and Services, to comply with our legal obligations, to enforce our User Agreement, to facilitate our marketing and advertising activities, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to our Services. The Company do not disclose your Information to third parties for their marketing and advertising purposes without your explicit consent. Such third parties do not have any right to use the Information the Company share with them beyond what is necessary to assist the Company to provide the Products and Services.

The Company may take reasonable steps to ensure that these third parties are obligated to protect the Information in the same manner as contemplated herein. The Company may disclose Information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to respond to summons from the Courts of Competent Jurisdictions, orders of any Court, or other legal process. The Company may disclose Information to law enforcement agencies, third party rights owners in the good faith belief that such disclosure is reasonably necessary for the enforcement of our Terms of use or Privacy Policy. The Company may disclose the information to protect the rights, property or personal safety of our users or the general public. The Company may, however, disclose your Information under the following circumstances, To respond to order of the Court, or legal process, or to establish or exercise our legal rights or defend against legal claims; or If the Company believes it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, or as otherwise required by law. The Company might use your Information for any new and unanticipated reason not expressly mentioned in this Policy. The Company will obtain your consent in such cases as may be required by law. The Company will share / sell some or all of your Information with another business entity should the Company (or our assets) plan to merge with, or be acquired by that business entity, or reorganization, amalgamation, restructuring of business. Should such a transaction occur, the other business entity (or the new combined entity) will be required to follow this privacy policy with respect to your Information. The Information may be disclosed to any person, if such disclosure is required for a lawful purpose connected with a function or activity of Website.

The Company confirms that it does not rent, sell, publish or share your Information and the Company will not disclose any of your personally identifiable information unless, the Company have your permission to help investigate, prevent or act regarding unlawful and illegal activities, suspected fraud,

including cyber incidents potential threat, punishment of offences and to the safety or security of any person, violations of Company's terms of use or to defend against legal claims.

TERMS OF PROTECTION AND SECURITY OF THE INFORMATION BY THE COMPANY

To protect against the loss, misuse and alteration of the information under the control of the Company, We in complete compliance of Rule 8 of IT Rules, 2011 (Reasonable security practices and procedures and sensitive personal data or information), have in place appropriate physical, electronic, technical, operational and managerial procedures. The Company confirms that it take all steps reasonably necessary to protect against unauthorized use, alteration, disclosure, or destruction of Information shared by the Customers at the Outlet/Stores as well as information shared over the Website by the Users. Any information that the Company collect and store that is personally identifiable is protected using appropriate means, and Company is not responsible for any unauthorized access or use by third parties, unless such access is enabled because of our gross negligence or deliberate misconduct.

Protecting your Information is very important to us. Therefore to better protect the Information, the Company takes reasonable technical and organizational precautions to prevent the loss, misuse, or alteration of your Information. The Company does not share your credit/debit card numbers. It is important for you to protect against unauthorized access to your Account and password to your computer. Our Website has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Once your information is in our possession the Company adhere to strict security guidelines, protecting it against unauthorized access. Our servers and information provided at the Outlet of the Company are accessible only to authorized personnel and your information is shared with respective personnel to complete the transaction and to provide the Services requested by you. Although the Company will endeavor to safeguard the confidentiality of your sensitive personal identifiable information, transmissions made by means of the Internet or at the Store/Outlet in the presence of general public cannot be made absolutely secure. Hence, you are also encouraged to take steps to prevent your Information from being misused by logging off after using a shared computer, choosing a robust password, not sharing the password with anyone and changing it periodically. The Company in no way shall be held responsible for the unauthorized use of your Information or for any suspicious activity on your account. By using our Website as well as mobile Application and the information shared at the Outlet, you agree that the Company will have no liability for disclosure of your information due to errors in transmission or unauthorized acts of third parties.

TERMS AND CONDITIONS OF USE OF INTELLECTUAL PROPERTY RIGHTS

The Company states and You as a User of Website and Customer at the Store/Outlet acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of Website shall remain at all times vested solely in us or our licensors. You are permitted to use this material and/or content only as expressly authorized by our licensors or us. All Product names, trade names, service names, tag lines, or logotype distinguished in form, text, or otherwise from surrounding text (e.g., all capital letters), (collectively, “Marks”) are trademarks owned by or licensed to Company, unless otherwise noted. The Marks on Website are variously protected by the laws of India. Use of any of these Marks may not be made without the prior written consent of Company, except for the sole purpose of identifying the Products or Services originating from Company. As a user or Customer of the Company, You confirm and acknowledge that the material and content visible at the Store and/or Website is made available for your personal and non-commercial use only and that you may download or refer such material and content solely for the purpose of using this Website and any other use of the material and content, copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content of Website is strictly prohibited. You warrant that any User Content submitted by you to Website is original (and does not infringe the copyright of others), and you hereby grant Company a perpetual, irrevocable, non-exclusive, royalty free license to use such User Content so submitted, without any further recourse to you, and you hereby waive all rights in such User Content. You agree that you will not post on the Website or on Social media accounts any content that is contrary to public moral or is defamatory, inflammatory, that infringes copyright, or that may otherwise breach common decency or be contrary to law, in which event, Company reserves whole rights to immediately delete the same and block you from publishing such content and take appropriate legal actions against You. Company has the right but not the obligation to monitor and edit or remove any activity or User Content, and takes no responsibility and assumes no liability for any User Content posted by you or content posted by any third party.

THIRD PARTY SITE LINK

Our Website may contain links to other websites. Company is not responsible for the privacy practices of websites not operated by Company. The Company encourage users to read the privacy statements of each and every website that collects Information and act accordingly.

INDEMNITIES AND LIABILITIES

Company does not warrant that the Website or any of the Products available at the Stores will be free from defects, links to remain uninterrupted or free from errors. There may be certain defects, delay, omissions, interruption, and/or inaccuracies in materials or Products, Service available through Website or at the Store. Company makes no representation or warranties about the accuracy,

completeness, timeliness, reliability, or non-infringement of any content on the Website or Products and its Services. Although Company takes reasonable steps to prevent the introduction of viruses, worms or other malicious code to Website, Company does not represent or warrant that the Website, or the Service or Products or materials that may be made available through Website are free from such destructive features. Company is not liable for any damages or harm attributable to such features or arising directly or indirectly from such features.

In no event shall Company be liable to you or to any third party for any direct, incidental, indirect, special or consequential losses, damages whatsoever (including, but not limited to, lost profits, business interruption, loss of programs or other data on your information system), even if Company has been advised, knew, or should have known of the possibility of such damages, arising out of or related to: (i) your use of or reliance on Website, any information, hyperlinks or content contained therein, or Services included on or otherwise made available to you through Website; (ii) your provision of information, personal or otherwise, to Company; (iii) the provision of Services by Company; or (iv) acts or negligence on the part of Company, its agents or employees. To the fullest extent permitted by law, company disclaims and excludes all warranties and representations, express, implied or statutory, with respect to the website or company's services, or with respect to the accuracy, currency or completeness of the information provided by company, including the implied warranties of merchantability or fitness of the Products for a particular purpose and non-infringement of a patent, trademark or other intellectual property right. The website, including, without limitation, all content, information, Products and links contained therein, is provided "as-is" without any warranty that it will be uninterrupted or error free. You expressly agree that your use of this website and the Products in accordance to the prescription at your sole risk.

Notwithstanding anything herein to the contrary, Company's aggregate liability (whether in contract, tort or otherwise) for any loss or damage that you may incur on any account whatsoever, arising out of your use of the Website, shall be limited to a sum equal to the amount paid or payable by you for the Product(s) in respect of one incident or series of incidents attributable to the same cause. The Company will take all reasonable precautions to keep the details of your order and payment secure, but, notwithstanding anything contained under this agreement, the Company cannot be held liable for any losses caused as a result of unauthorized access to information provided by you. If you use Website, you are responsible for maintaining the confidentiality of your Account and its password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Account or password. Website is not intended for selling Products to children, but only to adults who can purchase with a Card or other permitted payment method. If you are under 21 years of age you can use Website only with the permission and involvement of your parent or guardian, subject to applicable law. Company reserves the right to refuse Services, terminate Accounts, remove or edit content, or cancel sale of the products anytime at their sole discretion. By using Website and/or

the Services of the Company, you agree, to the fullest extent permitted by law, to indemnify and hold Company, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of these Terms of use and Privacy policy as mentioned herein for your non-compliance with applicable law or regulations in the jurisdiction in which you are accessing Website, Purchasing the products or the Service, or any action taken by Company as part of its investigation of a suspected violation of these Terms or as a result of its finding or decision that a violation of these Terms has occurred.

Company shall be under no liability for any delay or failure to deliver Products or otherwise perform any obligation as specified in these Terms if the same is wholly or partly caused by events of Force Majeure and/or caused, whether directly or indirectly, by circumstances beyond its reasonable control. For the avoidance of any doubt, Force Majeure events shall, without being limited, mean and include events of war, riots, civil war, rebellion, earthquake, cyclones, flood or any other natural physical disaster and/or acts of God.

NO PRODUCT AND SERVICES LIABILITY

You agree, understand and acknowledge that the Company is not the manufacturer of the Products or provider of the Services that may be purchased through it, whether directly or indirectly and accordingly, shall not be liable in any manner whatsoever for any liability, loss, damage or compensation that is legally attributable to the manufacturer of such Products or to the provider of the Services or is due to any manufacturing deficiency, fault, lapse or error. The Company operates only as a wholesale cash and carry pharmacist and distributor of medicines and an online platform to connect you with a Partner Seller to let the users purchase Products/ Services conveniently, economically and with a measure of confidence in the quality of the Products/Services that are manufactured/ rendered by an assortment of pharmaceutical and non-pharmaceutical companies and distributed by an assortment of wholesalers and intermediaries. The Company shall not accept any liability towards you or any person acting on your behalf, with regard to the quality, suitability or the intended use of the Products purchased via the Website and/or from the Outlets/ Stores (whether directly or indirectly). The Company expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability or fitness for a particular Products or in relation to any Product purchased via use of the Website or at the Store/Outlet of the Company, whether directly or indirectly.

In relation to business users, the Company do not accept liability for the fitness of Products for business purposes, nor do the Company accept liability for loss arising out of use of the Product, nor any loss over and above the cost of the Products in the event of a claim for breach of warranty or condition.

The company states that for the Purpose of supply of the Products, the Company make an honest attempt to provide access to the best possible medical information and products to you, the Medical Experts or Registered Pharmacists at the Store/ Outlet of the Company may only be providing opinion as per the relevant applicable Drugs Laws of the Country vide use of the medical Prescriptions provided by You on the assumption the same be correct and not tampered with by you and in no event We will not be examining you physically/clinically. The Medical Expert or Pharmacists may not have access to all or some of your medical history that might be critical to consult you. The Pharmacists will not have the benefit of information that would be obtained by examining you in person/clinically, observing your physical condition and by going through your medical records. This means that the Medical Second Opinion provided is different from the diagnostic and treatment services typically decided by a registered medical practitioner. Therefore, the Registered Pharmacists or Medical Expert at the Store/Outlet may not be aware of facts or information that would affect his or her opinion of your diagnosis. To reduce the risk of this limitation, the Company strongly encourage you to be in touch with an on-ground registered medical practitioner and share the Medical Second Opinion with him/her. Furthermore, you agree and accept that the diagnosis you will receive at the Store/Outlet is limited and provisional and the Medical Second Opinion is not intended to replace a full medical evaluation or an in-person visit with a physician. The Medical Experts or Pharmacists as per the Laws of India may be providing services through the Website or at the Stores do not have important information that is usually obtained through a physical examination and the absence of a physical examination may affect the medical professional's ability to diagnose your condition, disease or injury. You understand and agree that any interactions and associated issues with the Medical Experts or Pharmacists on the Website or at the Store of the Company including but not limited to the medical outcomes and service issues, is strictly between you and the Medical Experts. You shall not hold the Company, its directors, employees or agents responsible for any such interactions and associated issues. The Company is not involved in providing any healthcare or medical advice or diagnosis and hence is not responsible for any outcome between you and the Medical Expert or Pharmacists, you interact with. If you decide to engage with a Medical Expert to provide Medical Second Opinion to you, you do so at your own risk. The Company shall not be responsible for any breach of service or service deficiency under any law of India by Medical Expert or Pharmacists. The Company cannot guarantee the ability or intent of the Pharmacists or Medical Experts to fulfil their obligations in any transaction. The Company advice you to perform your own investigation prior to selecting a doctor or a health care provide

USER DECLARATIONS

The User and the Customer providing the information to the Company that User/ Customer understand and have the knowledge that Information is being collected. User confirms and undertakes that the knowledge of the purpose for which his/her Information is being collected. User/customer understand and have the knowledge of the indented recipients of the information. User/ Customer of the company further understand that he/she have the option not to provide the data or information sought to be collected by Company at the Stores/Outlets and on the Website. User/Customer of the Company understand that he/she also have an option (while availing the services of Company, Website or otherwise) to withdraw his/her consent given earlier to Company and understand and accept that such withdrawal of the consent shall be sent in writing and in such case Company shall

have the option not to provide the Products and services for which the said information was sought at its discretion. The User/Customer of the Company unconditionally confirms and undertake that he/she have read and understood this Privacy Policy and all other policies governing the Terms of Products sale and the use of Website of the Company and undertakes to abide by it.

MISCELLANEOUS PROVISIONS

- **HYPERLINKS**

Any links or references to other Internet sites (“**hyperlinks**”) contained on Website of the Company are provided by Company merely as a convenience to users of Website and Company is not responsible for the content or operation of any such linked Internet sites. Any hyperlinks to such linked Internet sites should no way be construed as an endorsement, representation or promotion by Company as to the content, representation, accuracy, products or services found or otherwise described in such linked Internet sites. Use of those linked Internet sites/hyperlinks is done at your own risk and cost.

- **UNSUBSCRIBE**

The User of the Website may receive emails from Company based on your subscription request. If you wish at any time to unsubscribe, you may click the “Unsubscribe” link at the bottom of any email communication

- **ASSIGNMENT**

User/Customer may not assign or otherwise transfer its rights or obligations under these Terms and Conditions and Privacy Policy. The Company may assign our rights and duties under these Terms without any such assignment being considered a change to the Terms of Conditions and without any notice to the Customer.

- **WAIVER**

The Company’s failure, delay or omission to exercise or enforce any rights or provisions of these Terms and Conditions and Privacy policy will not constitute a waiver of such rights or provisions. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions of the Company. Any claim in relation to Services or Terms and Conditions should be filed within 15 days from when the cause of action arose. Any claims filed beyond this time period shall be barred.

- **SEVERABILITY**

If any term and conditions mentioned in these terms of use and Privacy Policy shall be severable, and, if any part or term thereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term thereof.

- **GOVERNING LAW/JURISDICTION**

These Terms of Use and Privacy Policy are governed by the applicable laws of India and the courts of Mumbai, India shall have exclusive jurisdiction over any claim or matter arising from the use of the Services offered by Company or Terms and conditions between Company and the Customer without giving effect to any principles of conflicts of law.

In the event of any dispute, controversy or claim arising out of or relating to these Terms and Conditions or any non-contractual issues relating to these Terms and Conditions (each, a “**Dispute**”), the Company will try and resolve to negotiate for an adjustment to such provision within 10 days from the date of dispute, subject to limitation of time for raising the disputes mentioned under the Terms.

Unless You have entered into an additional agreement with The Company that provides for an alternative dispute resolution mechanism, you agree that any dispute arising between You and the Company which cannot be resolved amicably shall be conclusively resolved by a sole arbitrator appointed by the Company only. The Arbitration shall be conducted as per the Arbitration rules laid down under the Arbitration and Conciliation Act, 1996, and any modification/amendment effected thereafter from time to time. The seat of Arbitration shall be Mumbai. The arbitration shall be conducted in the English language and the award passed by the Arbitrator shall be final and binding on both parties. The cost of arbitration shall be borne by You, unless awarded otherwise.

- **RELATIONSHIP**

Your acceptance of these Terms and privacy Policy of the Company do not create a joint venture, a partnership, an employment, or an agency relationship with us. You may not assign, delegate, or transfer your rights or obligations under these Terms.

- **AMENDMENT**

The Company may change, modify, amend, or update these Terms of Use and privacy policy from time to time without any prior notification to the Customer and the amended and restated terms and conditions of use shall be effective immediately. The Company reserve the right to refuse, restrict, suspend, limit or terminate any products or all Services provided to any Customer at any time for any reason. Customers who violate any of provisions of these Terms and Conditions the Company shall terminate sale of the Products or refunds forthwith without notice and any liability or demure. The

Company further reserves the right, in its sole discretion, to publish Customer's information who violates any of the terms of this Terms and Conditions.

- **SUPERSEDE**

These Terms of use and Privacy Policy mentioned herein including the documents or other sources referred to in these Terms supersede all prior representations, understandings and agreements between you and Company relating to the use of Website (including the purchase of the Products from the Stores/outlets of the Company and use of Services and/or order of Products) and sets forth the entire agreement and understanding between you and Company for your use of Website.

- **DISCLAIMER**

By accessing Website and/or visiting the Store/outlet of the Company, registering an Account or purchase of the product from the Outlet/Store of the Company or using the Services offered by Company on the Website, you agree to be bound by the Terms. If you do not agree with all or any of the Terms, your sole recourse is to discontinue your use of Website and/or purchase of the product from the Outlet/Store of the Company.

- **CONTACT**

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Relevant Officer are provided below:

Mr. Siddharth Gadia

M/s Workcell Solutions Private Limited.

Email id: sid@generico.in

Office Address: 531/532, Avior Corporate Park, LBS Road, Mulund West, Mumbai 400080