

## Terms of Use

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under, as amended. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read the following terms and conditions very carefully as your use of service is subject to your acceptance of and compliance with the following terms and conditions.

By accessing or using this online platform ("platform"), you agree to be bound by these Terms of Use ("**Terms**"). If you do not agree with these Terms, please do not access or use this online platform. Online Platform shall mean website, web based or mobile based Platform.

### About Us

This Website is operated by Applicate IT Solutions Private Limited (hereinafter referred to as "**Applicate**" or "Licensor") is a private limited company registered under the Companies Act, 2013 having its registered office at E-1204, Park View City 1, Sohna Road, Sector 48, Gurgaon- 122018. The Zydus Wellness, **Zydus India Limited ("Zydus Wellness" or "Zydus Wellness")**, a company incorporated under the Companies Act, 1956, having its registered office at [●] and corporate office at [●] ("**Zydus**", "**we**", "**us**", or "**our**"). The technology platform supporting this Website may be developed or maintained by third-party service providers. The Zydus Wellness is licensed to use the platform and retains full control over the content.

### Eligibility

You represent and warrant that: a) You are at least 18 years of age; b) You are competent to contract under the Indian Contract Act, 1872; and c) If you are accessing the Website on behalf of a business entity, you have the authority to bind such entity to these Terms.

### Scope of the Website

This platform is intended to provide information relating to Zydus Wellness, its products, initiatives, programs, and business activities, and may also enable interaction with distributors, suppliers, retailers, or other business partners ("**Users**" or "**You**"). Any commercial transaction, if enabled, is governed by separate commercial terms and does not arise merely by use of this Website.

The Store/s are either a natural person or legal person who is the holder of a business (being a retail store) that registers to place orders and receive deliveries of the products made available on the Platform by the Suppliers, *as defined below*, (hereinafter, the "Store").

Suppliers are understood to be either a natural person or legal persons that act as distributors and wholesalers of the products available on the Platform (hereinafter, the "Suppliers").

Subject to compliance with the Terms of Use, the Zydus Wellness makes the Platform available to the Stores to place orders and receive product deliveries from the Suppliers, thereby creating a B2B marketplace where the Suppliers and Stores can connect (such

transactions between Suppliers and Stores on the Platform, the "Supplier Transactions"). The Zydus Wellness is not a party to, and is not involved in any sales in relation to, these Supplier Transactions, all such transactions being arranged directly between the Supplier and the respective Store, and the Zydus Wellness has no involvement in the determination of prices, order fulfilment / delivery, delivery times, payment conditions or compliance with the obligations of the different parties involved in the Supplier Transactions. Price, if any, provided by the Zydus Wellness for the Supplier Transactions, will be recommendatory in nature.

By accepting these Terms of Use in any manner or accessing this Platform, You consent, agree and undertake to abide, be bound by and adhere to the Terms of Use and the Privacy Policy accessible at the Platform, respectively and any other terms which govern the Platform and if you do not agree to these Terms of Use, You are not entitled to avail of / use the services and any use thereafter shall be unauthorized. The Zydus Wellness, at its discretion, reserves the right to charge Users for the use of the Platform.

You acknowledge and agree that You are "competent/capable" of contracting within the meaning of the Indian Contract Act, 1872 and You are eligible to use the Platform, as provided by the laws of India. To register as a User, you must have a commercial establishment where the products made available on the Platform are offered for sale and which satisfies conditions as required by the applicable laws. At the time of registration, Users may be asked to enclose a copy of their commercial license to operate as a Store / Supplier. Users who are Stores may be asked to enclose a copy of documents evidencing that they are valid business Zydus Wellness, such as applicable tax registration; trade licenses (such as registration under the relevant Shops and Establishments Act) reflecting that the Store is itself engaged in a business involving commercial activity; or permits / license for undertaking retail trade from the relevant governmental authorities / local self-government bodies.

You agree and acknowledge that the Zydus Wellness or Applicate (including their affiliates, associates, subsidiaries, third party contractors, holding companies, etc.) shall not be held liable for any consequences that arises as a result of unauthorized use of the Platform or its services by any unauthorized person.

By using the Platform, You warrant that all data or information provided by You is accurate and complete, and that You are 18 years of age and above. In case of a business entity, You represent that You have the necessary authority to bind the entity to these Terms of Use.

The Zydus Wellness may, at any time, temporarily suspend the participation of any Users and / or terminate the account of any User, where such User is found to have no legal capacity to use the Platform, or has provided information that is false, inaccurate or fraudulent when registering, and / or in the other cases provided for in these Terms of Use.

### **Privacy Practices**

We understand the importance of safeguarding your personal information and we have formulated a Privacy Policy, to ensure that your personal information is sufficiently protected.

Apart from these Terms of Use, the Privacy Policy shall also govern your visit and use of the Platform. Your continued use of the Platform implies that you have read and accepted the Privacy Policy and agree to be bound by its terms and conditions. You consent to the use of personal information in accordance with the terms of and purposes set forth in the Privacy Policy, the same may be subject to amendment from time to time at the sole discretion of the Zydus Wellness.

### **Acceptance of Terms of Use**

Zydus Wellness *inter alia* provides the online Platform as an informative platform for its Suppliers to *inter alia* enable You to engage with the Stores, view products, place order, be informed about offers, promotions, new launches (collectively referred to as “**Content**”). All content on this Website, including text, graphics, logos, trademarks, images is owned by or licensed to Zydus and is protected under applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable, and revocable license to access and use the Website for informational and lawful purposes only. No right, title, or interest in the Content is transferred to you under these Terms. The Licensor is owner of the software and the Platform.

As an incentive and encouragement to use the Platform, in accordance with the Zydus Wellness’s policies from time to time, the Zydus Wellness may provide offers, promotions, benefits and other rewards to the Stores for purchasing products from the Suppliers through the Platform. Details, including the applicable terms and conditions, of any such programs shall be determined by the Zydus Wellness and shall be announced by the Zydus Wellness through the Platform.

The Zydus Wellness may restrict, limit or withdraw the use of promotions and discounts including with respect to a User who makes inappropriate, illegal or abusive use of them, or where a User is in breach of these Terms of Use or in case of any non-payment or late payment by a User

Content will be made available to You through different modes, please note that the availability of, and your ability to access, the Content may be dependent upon Your geographical location and is on the condition that not all Content will be available to all Users. On account of the nature of the Internet, this Platform may also be accessed in various geographical locations; and You hereby agree and acknowledge that You are accessing this Platform, at Your own risk, choice and initiative and You agree and undertake to ensure that Your use of the Platform complies with all applicable laws including the local laws in Your jurisdiction. Further, such Content may vary from place to place, time to time and device to device and would be subject to various parameters such as specifications, device, Internet availability and speed, bandwidth, etc. You agree and acknowledge that Zydus Wellness may monitor or use certain technologies for monitoring of activities including accessing the GPS technology in the mobile to ascertain and verify Your geographical location.

The Platform works best with:  
Android v.4.4 and above iOS 10 and above.

Please see details on the Platform and the particular Content used. Subject to compatibility,

You may be able to access the Content through mobile phones, tablets and other IP based connected devices or any Compatible System offered by a partner authorized by Zydus Wellness.

Use of the Content is subject to compliance with these Terms of Use.

Participation in any contest and or game on the Platform conducted by Zydus Wellness or using of certain Content may be subject to further terms and conditions as may be notified by Zydus Wellness from time to time on the Platform or otherwise.

### **Account and Registration**

It is Your responsibility to keep the details of the account and password confidential, and You agree to accept responsibility for all activities that occur under Your Account or Password. Zydus Wellness shall not be liable to any person for any loss or damage which may arise as a result of any failure by You to protect the account details or the password. In case of any suspected breach, please contact the Zydus Wellness immediately. If the Zydus Wellness has reason to believe that there is likely to be a breach of security or misuse of the Platform, it may require You to change your password or it may suspend your account without any liability.

You also agree to:

- a) Provide true, accurate, current and complete information about yourself as prompted by the Platform during the registration process (such information being the "Registration Data") which shall include trade name/ corporate name, address, communication details, days and hours of operations, certificate of registration before the corresponding tax authority, etc.;
- b) Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, incomplete, or not current or if the Zydus Wellness has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with the Terms of Use, the Zydus Wellness will have the right to indefinitely suspend or terminate your membership and refuse to provide You with access to the Platform.

### **Electronic Communications**

When You use/avail the Content or send any data, information or communication to Zydus Wellness, You agree and understand that You are communicating with Zydus Wellness through electronic media/ records and you consent to receive communications via electronic records from Zydus Wellness periodically and as and when required. Zydus Wellness will communicate with you by email or any push or other message or electronic records on the email address and or mobile number available with Zydus Wellness or made available to Zydus Wellness through a partner which will be deemed adequate service of notice / electronic record.

You acknowledge that you specifically consent to Zydus Wellness or its respective affiliates, subsidiaries, holding companies contacting You or using your personal information or contact information shared during your association with the Zydus Wellness. The Content contained in the Platform shall not be used except as provided in these Terms of Use.

### **Chat Functionality**

Any Chat Functionality provided is to help You with any and all Platform related queries. Any use of this service shall be subject to the following conditions:

- 1) Zydus Wellness may suspend the chat service at any time without notice.
- 2) Zydus Wellness or its executives are not responsible for any delay caused in attending to or replying to the queries via chat.
- 3) Communication through chat may be stored by the Zydus Wellness for future reference subject to retention timelines, and the user of such service will not have the right to access such information at any future date.
- 4) While 'chatting' You may not communicate any objectionable information i.e. unlawful, threatening, abusive, defamatory, obscene information.
- 5) The chat room shall not be used to sell any products, to give suggestion on business opportunity or any other form of solicitation.
- 6) You may proceed further and chat with our online Zydus Wellness customer care executive only if You agree to the above terms and conditions.

### **Access and Use of the Content**

You acknowledge, consent and agree that Zydus Wellness may access, preserve, transfer and disclose Your account information and/or material subject to the Privacy Policy, if required to do so by law to co-operate with mandated government and law enforcement agencies or to any private parties by an order under law for the time being in force to enforce and comply with the law including to various tax authorities upon any demand or request by them or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process and/or any applicable law in the territory; (b) enforce these Terms of Use; (c) respond to Your requests for Zydus Wellness service; or (d) protect the rights, property or personal safety of Zydus Wellness, affiliates, its users and the public. You agree that Zydus Wellness has the right to temporarily suspend access to the whole or any part of the Platform and shall be under no liability to You in such an event. Zydus Wellness may, but shall not be obliged to, give You as much notice of any interruption of access to the Platform as is reasonably practicable. You agree that Zydus Wellness shall be under no liability whatsoever to You in the event of non-availability of the Platform or any portion thereof.

You acknowledge and agree not to either directly or through the use of any device, software, Platform, web-based service, or other means remove, alter, bypass, avoid, interfere with, violate, or circumvent any patent; trade secret; copyright, trademark, or other proprietary notice marked on the Content or any digital rights management mechanism or device; any content protection or access control measure associated with the Content, including geo-filtering mechanisms; privacy; publicity; or other proprietary right under applicable law.

You further agree not to use the Platform to do any act which is in contravention of any law for the time being in force. You specifically agree not to use the Platform to:

- 1) Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; abusive; obscene; vulgar; sexually explicit; pornographic or inclusive of nudity; hurts the religious sentiments of others; offensive; excessively violent; invasive of another's

- privacy, publicity, contract or other rights; tortious; false or misleading; defamatory; libelous; hateful; or discriminatory;
- 2) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence, or prevents investigation of any offence, or is insulting other nation;
  - 3) Harass or harm another person;
  - 4) Exploit or endanger a minor;
  - 5) Impersonate or attempt to impersonate any person or entity;
  - 6) Violate any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary right;
  - 7) Introduce or engage in activity that involves the use of viruses, software disabling codes, bots, worms, 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 or access to a computer or a computer network;
  - 8) Attempt to decipher, decompile, disassemble or reverse engineer any of the software, Platforms and/or any element comprising the Platform, the Platform for accessing the Content,;
  - 9) Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Content, including Zydus Wellness's servers, networks or accounts;
  - 10) Cover, remove, disable, manipulate, block or obscure advertisements or other portions of the Content;
  - 11) Use technology or any automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate usernames, passwords, email addresses or other data from the Content, or to circumvent, delete, deactivate, decompile, reverse engineer, disassemble or modify any security technology or software that is part of the Content or the Platform;
  - 12) Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Content. If You do so, You acknowledge You will have caused substantial harm to Zydus Wellness, but that the amount of harm would be extremely difficult to measure in which case, Zydus Wellness retains the right to take appropriate legal recourse;
  - 13) Solicit, collect or request any personal information for commercial or unlawful purposes;
  - 14) Use technology or other means to access, index, frame, or link to the Platform (including the Content) that is not authorized by Zydus Wellness;
  - 15) Attempt, facilitate, induce, aid and abet, or encourage others to do any of the foregoing.

You agree that Your use of the Content may give You the opportunity to use, publish, transmit, submit posts and/or comment in accordance with these Terms of Use. You agree that You will not misuse the Content and/or other user material, including without limitation, download/store the Content by illegal/non-permitted means, or infringe any of Zydus Wellness's copyright, trademark design, patent, and other intellectual property including any

rights of Zydus Wellness subsisting in the Content.

In case the Platform allows You to download or stream any of the Content therein, You agree that You will not use, sell, transfer or transmit the Content to any person or upload the Content on any other Platform, webpage or software, which may violate/cause damages or injuries to any rights of Zydus Wellness or its affiliates or any third party including privacy rights, publicity rights, and intellectual property rights.

### **Billing**

With respect to Supplier Transactions, each Supplier will be responsible for and in charge of collecting payment and issuing the invoice and payment receipt corresponding to each order made by the Store, in compliance with relevant laws and regulations. Zydus Wellness does not invoice, does not participate in the exchange of money or in any type of Supplier Transaction, nor the payment for the products sold, and no exchange of money is facilitated through or undertaken on the Platform by Licensor. The Supplier is responsible for billing the Store directly, without involvement of the Zydus Wellness or the Platform, and may use service providers to process payment through debit or credit cards or other payment methods; and shall deliver the order to the Store and charges the Store for the products ordered.

With respect to Supplier Transactions, the Supplier must be responsible to the Stores for any defect in the quality of a product. The Zydus Wellness shall not be responsible for claims arising out of product quality sold by the Supplier to the Store.

### **Survival**

You acknowledge that your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, grant of license, governing law, confidentiality shall survive the efflux of time and the termination of these Terms of Use.

### **Termination**

These Terms of Use will be deemed effective as soon as you click on the “ACCEPT” button, and / or install or use the Platform, and they will remain in effect until they are terminated, cancelled or superseded at the instance of the Zydus Wellness. The Terms of Use and the use of the Platform will end automatically at the time the Zydus Wellness so determines, without giving rise to any right of the User to claim or seek compensation in favour of the User.

Zydus Wellness reserves the right to immediately terminate, suspend, limit, or restrict Your account or Your use or access to Content at any time, without notice or liability, if the Zydus Wellness so determines in its sole discretion, for any reason whatsoever, including that You have breached these Terms of Use, the Privacy Policy, violated any law, rule, or regulation, engaged in any inappropriate conduct, provided false or inaccurate information, or for any other reason. You hereby agree and consent to the above and agree and acknowledge that Zydus Wellness can, at its sole discretion, exercise its right in relation to any or all of the above, and that Zydus Wellness, its directors, officers, employees, affiliates, agents, contractors, principals or licensors shall not be liable in any manner for the same; and You hereby agree, acknowledge and consent to the same.

Without prejudice to the other rights indicated in these Terms of Use, in case of any material

breach of these Terms of Use by the User which: (a) if capable of being remedied, is not so remedied by the User within a period of 15 (fifteen days) of notification of said breach; or (b) if incapable of remedy, then, the Zydus Wellness may forthwith take any action it considers appropriate to deal with the breach, including, without limitation, terminating the Terms of Use with respect to such User, with the consequent cancellation of the User's account, the suspension of access to the Platform by the User and its affiliates / related entities, the prohibition of entry to the Platform, blocking the device / IP addresses used by the User from accessing the Platform and / or taking legal action against the User.

Upon termination of these Terms of Use with respect to a User, or termination / cancellation of the account of any User and / or termination of the use of or access to the Platform by such User for any reason, the User will have no right to use the Platform and the Zydus Wellness will cancel all access. All the provisions of the Terms of Use that by their nature must survive the termination of these Terms of Use will remain in force. However, any pending transaction between such User and any other User of the Platform which was undertaken through the Platform prior to such termination taking effect, must be fulfilled by such User, if the other User it had transacted with so requires (except if such User and the other User agree otherwise).

### **Use of Content**

All Content, logos, brands, marks, graphic material, button icons, page headers, advertising phrases, source codes, and data compilations appearing in this Platform, except as otherwise noted, are properties either owned, or used under license, by Zydus Wellness and is protected by patents, intellectual property laws, copyright, trademarks and international treaties. The use of these properties or any other content on this Platform, except as provided in these Terms of Use or in the Content, is strictly prohibited. You acknowledge and accept that You have no right, title and / or interest in or to the Platform or the Platform intellectual property, including associated intellectual property rights and all improvements, modifications, revisions, derivative works, non-recurring engineering, the product of customization and integration tasks, customer opinions and suggestions, and white label Platforms. These Terms of Use and the rights granted herein do not transfer any rights over the Platform or in the Platform intellectual property to the User.

Such intellectual property of the Platform shall not be used by any User in relation to any product in a manner that may cause confusion or in any way that discredits or defames the Zydus Wellness or any of its affiliated and / or related companies, and the User shall not use the Platform intellectual property in any manner other than for the limited purpose for undertaking transactions within the Platform in accordance with these Terms of Use.

You may not sell or modify the Content of this Platform or reproduce, display, publicly perform, distribute, or otherwise use the materials in any way for any purpose without the Zydus Wellness's written permission.

Zydus Wellness grants You limited, non-exclusive, non-transferable, non-sublicensable license to access, and make personal and non-commercial use of the Platform. All rights not expressly granted to you in these Terms of Use, are reserved and retained by the Zydus Wellness and its

affiliates.

Zydu Wellness reserves the right, at any time, without notice, and at its sole discretion, to terminate your license to use the Platform and to block and prevent your future access to the Platform.

### **Indemnity**

Zydu Wellness simply makes available a marketplace where Suppliers and Stores can connect, Zydu Wellness, their respective affiliates, directors, managers, employees and / or subcontractors shall not assume any responsibility related to the Stores, the Suppliers, the end customers, the delivery persons or any third party, including, without limitation, for: (a) any damage or loss arising out of or in connection with the misuse of the Platform or the lack of availability, absence or temporary or definitive closing of it; (b) the quality of the products available in the Platform; (c) compliance by each Supplier with the quality, quantity and delivery time of the orders made by the Stores; (d) the price differences that may exist between what is published in the Platform and what is actually billed by each supplier to the Stores; (e) the processing and services relating to the means of payment available in the Platform; (f) any damage, loss or prejudice arising out of or in connection with failures in the system, on the server or on the Internet; (g) the lack of compliance by the Stores or the Suppliers with their contractual, legal, labour, tax, and other statutory obligations; (h) unlawful acts or events attributable to or suffered by any Store, Supplier and / or third party using any User's account; (i) prices, payments, payment collections, breaches of the parties and / or any claims arising out of or in connection with transactions made through the Platform; (j) the information published by Stores and Suppliers on the Platform; and (k) cases of force majeure or acts of God.

Each User will indemnify and keep the Zydu Wellness, their respective affiliates, directors, managers, employees and subcontractors indemnified against any civil, labour, administrative, consumer and / or criminal damages and any lawsuit, action, legal, extrajudicial or any other claim associated with them, from other Users, employees, delivery persons and / or third parties in general that are related in any way to the User (including, without limitation, the possible legal costs and filing fees, fees and reasonable expenses actually incurred in respect of legal advice and other agents and advisors appointed for this purpose), including, but not limited to, for breach of these Terms of Use and the provisions set forth in sections (a) to (k) of the previous paragraph.

Zydu Wellness shall be entitled to review comments and content, if any, posted by the User on the Platform. In case such posted comments and content breach these Terms of Use and/ or applicable law, the Zydu Wellness shall be entitled to remove such comments and content as well as take any legal action permitted by relevant laws.

This indemnification obligation will survive the expiry or termination of these Terms of Use and Your use of the Platform.

### **Linked Destinations**

Part of this Platform contains or links to third party Apps or websites and third-party content. We expressly disclaim any liability arising out of the content made available/ hosted on the

third party Apps. You agree and acknowledge that Zydus Wellness does not endorse or sponsor such third-party Apps, content, advertising or other material. All liability in respect of the above is excluded to the extent permitted by law including any implied terms. Indian law and jurisdiction applies with respect to contents of this Platform. While using this Platform for information purposes or otherwise, users acknowledge and accept the above disclaimer.

If Zydus Wellness provides links or pointers to other Platforms or destinations, You should not infer or assume that Zydus Wellness operates, controls, or is otherwise connected with these other Platforms or destinations. When You click on a link within the Content, Zydus Wellness will not warn You that You have left the Platform and are subject to the terms and conditions (including privacy policies) of another Platform or destination. In some cases, it may be less obvious than others that You have left the Platform and reached another Platform or destination. Please be careful to read the terms of use and privacy policy of any other Platform or destination before You provide any confidential information or engage in any transactions. You should not rely on these Terms of Use and/or Privacy Policy to govern Your use of another Platform or destination.

Zydus Wellness is not responsible for the content or practices of any Platform or destination other than the Platform, even if it links to the Platform and even if the Platform or destination is operated by a company affiliated or otherwise connected with Zydus Wellness. By using the Platform, You acknowledge and agree that Zydus Wellness is not responsible or liable to You for any content or other materials hosted and served from any Platform or destination other than the Platform.

### **Limitation of Liability**

The Platform is presented "AS IS". Neither the Zydus Wellness, nor its holding, subsidiaries, affiliates, partners or licensors make any representations or warranties of any kind whatsoever, express or implied, in connection with these Terms of Use or the Platform or any of the Content, including but not limited to warranties of merchantability, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

In no case shall the Zydus Wellness, its directors, officers, employees, affiliates, holding companies, agents, contractors, principals, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages (including, without limitations, lost profits, or damage to computer hardware or loss of data information or business interruption), whether based on warranty, contract, tort, or any other legal theory, and whether or not, such organisations or entities were advised of the possibility of such damages arising from any interruption of business, access delays or access interruptions to the Platform, data non-delivery, loss, theft, misdelivery, corruption, destruction or other modification, viruses, system failures or malfunctions which may occur in connection with your use of the Platform, including during hyperlink to or from third party websites, your use of the services or any Content or material thereof or for any other claim related in any way to your access of the Platform, but not to, any errors or omissions in any Content or material, or any loss or damage of any kind incurred as a result of the use of the services or any Content or material thereof,

even if advised of their possibility, or events beyond the reasonable control of the Zydus Wellness. Where the laws do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, Zydus Wellness's liability shall be to the extent permitted by law.

### **Changes**

Zydus Wellness, any of its business divisions and / or its holding company/ies, associate companies, reserves the right, at their sole discretion, at any time and from time to time, without notice to You, to update, revise, supplement, and otherwise modify these Terms of Use and/ or the Privacy Policy and to impose new or additional rules, policies, terms, or conditions on Your use of the Platform. It is suggested therefore, that You re- read the Terms of Use and Privacy Policy from time to time in order that You stay informed as to any such changes. Any material updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Terms of Use as "Additional Terms") will be posted on the Platform and will be effective immediately after such posting and thereafter incorporated into these Terms of Use. Your continued use of the Platform will be deemed to constitute Your acceptance of any and all such Additional Terms.

### **Platform Security**

You are prohibited from violating or attempting to violate the security of the Platform, including, without limitation,

1. accessing data not intended for You or logging onto a server or an account which You are not authorized to access;
2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
3. attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Platform, overloading, "flooding," "spamming," "mail bombing" or "crashing;"
4. sending unsolicited email, including promotions and/or advertising of products or services; or
5. forging any header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

Zydus Wellness is entitled to 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. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Platform or any activity being conducted on this Platform. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Platform other than the search engine and search agents available from the Platform and other than generally available third party web browsers.

### **Fraudulent Transaction**

Zydus Wellness reserves the right to recover the cost of goods, collection charges, damages caused to Zydus Wellness and legal expenses from a person using the site fraudulently. Zydus Wellness reserves the right to initiate legal proceedings against such a person for fraudulent use of the website and any other unlawful acts or acts or omissions in breach of these terms and conditions.

### **Miscellaneous**

1. **Force Majeure:** Without prejudice to any other provision herein, the Zydus Wellness will not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond its control, including, without limitation, acts of the User, embargo or other governmental act, regulation or request affecting the conduct of its business, fire, explosion, accident, theft, vandalism, riot, acts of war, strikes or other labor difficulties, lightning, flood, windstorm, pandemic, epidemic or other acts of God.
2. **Entire Agreement:** These Terms of Use and any operating rules of the Platform established by the Zydus Wellness shall constitute the entire agreement between the parties with respect to the subject matter hereof.
3. **Headings:** The section headings used herein are for convenience only and shall be of no legal force or effect.
4. **Severability:** If any provision of these Terms of Use is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use and the remaining portions of these Terms of Use shall continue in full force and effect.
5. **Governing Law and Jurisdiction:** These Terms of Use are governed by the laws of India. Notwithstanding the foregoing, you agree that (i) Zydus Wellness has the right to bring any proceedings before any court/forum of competent jurisdiction and You irrevocably submit to the jurisdiction of such courts or forum and (ii) any proceeding brought by You shall be exclusively before the courts at Ahmedabad India.