**TERMS AND CONDITIONS OF SERVICE**

**Please read this Agreement carefully before accessing the Mobile Application (hereinafter referred to as the “Mobile App”) provided by Vintage DropPharm Services Limited (hereinafter referred to as “DROPPHARM”). This Agreement sets out legally binding Terms and Conditions of Service between members of the public who have signed up for “Services” (hereinafter referred to as ‘Users’)** **and DROPPHARM. By accessing and/or using the App, the User acknowledges that he/she has read understood and agree to be legally bound by the Terms and Conditions set forth in this document. If you do not agree to abide by these terms and conditions, you are not permitted to access or use the App.**

Effective Date: August 31, 2020

DROPPHARM hereby offers to provide the Services outlined in this Agreement to Users and the User agrees to utilise the Services offered by DROPPHARM until such time as DROPPHARM chooses to revoke its right to provide such services.

1. **COMPLIANCE OF LAW:**

DROPPHARM warrants that is registered in accordance with the Companies Act of Trinidad and Tobago and is permitted to engage in and provide the outlined Services.

The User agrees to use the Services in compliance with Terms and Conditions of this Agreement, the applicable laws of Trinidad and Tobago and in a manner that does not violate legal rights of any third party/parties. The user further warrants to have the right, authority, and legal capacity to enter into this Agreement and it is not prohibited or prevented by any applicable law for the time being in force or any order or decree or injunction from any court, tribunal or any such competent authority restraining him/her from doing so.

1. **USER ELIGIBILITY**

The User represents and warrants that he/she is at least 18 years of age and is fully able and competent to understand and agree the terms, conditions, obligations, affirmations, representation, and warranties as set forth in this Agreement.

The user agrees to:

* Provide accurate, current, true and complete information when registering.
* Maintain and promptly update your profile data to keep it current and complete.

1. **PRIVACY POLICY**

Your privacy is important to us. Our Privacy Policy which explains what personal data we collect, how we use it and other information that we believe would be useful for you to know.

* 1. **Acceptance**

You accept this Privacy Policy when you sign up for, access, or use our Mobile App.

* 1. **Information Collection**

DROPPHARM is required to collect information to effectively provide our Services and to help us personalise and improve your experience.

We collect information in a few ways:

* Information you provide us with

We may collect and store any information you provide us with when you use DROPPHARM’s Services, including when you add information on a form, add or update your account information or when you otherwise correspond with us regarding Services.

Additionally, for quality and training purposes and for your and our own protection, DROPPHARM may monitor or record telephone conversations. By communicating with DROPPHARM, you acknowledge that your communication may be overheard, monitored, or recorded without further notice or warning.

When you purchase online, we also collect information about your transactions and your activities in order to facilitate processing. This includes:

* Contact information, such as your name, address, phone, email and other similar information
* Financial information, such as the full bank account numbers and/or credit card numbers that you provide when purchasing
* Detailed Personal Information such as your date of birth or national ID number
* Information that is automatically collected

When you use our Services, we collect information sent to us by your computer, mobile phone or other access device. The information sent to us includes, but is not limited to, the following: data about the pages you access, computer IP address, device ID or unique identifier, device type, geo-location information, computer and connection information, mobile network information, statistics on page views, traffic to and from the sites, referral URL, ad data, and standard web log data and other information.

We also collect anonymous information through our use of Cookies and similar technologies. You are free to decline our Cookies if your browser or browser add-on permits, unless our Cookies are required to prevent fraud or ensure the security of websites we control. However, declining our Cookies may interfere with your use of our website and Services.

* 1. **Transparency and Choice**

People have different privacy concerns. Our goal is to be clear about what information we collect and how it is used. You may also choose not to provide certain information. However, it is important to remember that the quality of our services is reliant on the information that we receive from you.

* 1. **How We Use Information That We Collect**

The information that we collect is primarily used to provide you with a secure, efficient and customised service. Information may be used to:

* Contact you
* Provide Services and support
* Verify your identity, including during account creation and password reset processes
* Manage risk, or to detect, prevent, and/or remediate fraud or other potentially prohibited or illegal activities
* Process transactions and send notices about your transactions
* Resolve disputes, collect fees, and troubleshoot problems
* Detect, prevent or remediate violations of policies or applicable user agreements
* Improve Services by customising your user experience
* Manage and protect our information technology infrastructure
* Provide targeted marketing and advertising, provide service update notices, and deliver promotional offers based on your communication preferences. We respect your communication preferences. If you no longer wish to receive certain notifications, you can adjust your preferences or unsubscribe
* Enforce our policies, applicable law, or any agreement we may have with you
  1. **Personal Information Storage and Security**

Your Personal Information is stored and processed securely on our systems and those of our affiliates. Your information is protected using digital and physical security measures to reduce the risks of loss, misuse, unauthorized access, disclosure and alteration. Some of the safeguards utilised are firewalls and data encryption (Web based HTTPS - SSL encryption and RSA 1024 bit encryption. Our physical premises are also secured with burglar proofing and CCTV surveillance.

Access of clients’ Personal Information is restricted employees, affiliates and authorised agents who require specific information in order to process requests, and who are subject to strict contractual confidentiality obligations. We review our information collection, storage and processing practices, including physical security measures regularly to guard against unauthorised access to systems.

* 1. **Information We Share**

We may share your Personal Information with:

* Banking partners - For transaction processing
* Law enforcement, government officials, or other third parties - Pursuant to a subpoena, court order, or other legal process or requirement applicable to DROPPHARM or one of its affiliates; when we need to do so to comply with law or credit card rules; or when we believe, in our sole discretion, that the disclosure of Personal Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or to investigate violations of our User Agreement
* Affiliates - To enable affiliates under contract with us to support our business operations
* Third parties - Upon your request. For Example: Third-party social networking sites like Facebook for ease of login.
* Third parties - With your consent. For Example: Ratings and Reviews
* Companies that we plan to merge with or are acquired by - Should such a combination occur, we will require that the new combined entity follow this Privacy Policy with respect to your personal information. If your personal information could be used contrary to this policy, you will receive prior notice.

We may also share aggregated, [Non-Personally Identifiable Information](http://www.google.com/policies/privacy/key-terms/#toc-terms-info) publicly and with our partners including, publishers, advertisers or connected sites. For example, we may share information publicly to show trends about the general use of our services.

1. **SERVICES**

DROPPHARM’s Mobile App provides User with the following Services:

* A categorised listing of grocery and pharmacy items (hereinafter referred to as “Items”)
* A virtual Shopping Cart
* Real time credit card checkout/payment options
* Home delivery services

1. **DROPPHARM OBLIGATIONS**
   1. **Price List**

DROPPHARM shall take reasonable care to ensure that the prices listed on the Mobile App are correct at the time of publication. In event of a conflict between the listed price and actual price of an Item when scanning it for dispatch, the actual price shall be deemed to be the correct price and the User will be provided with the correct pricing and the option to cancel the Item in question and receive a refund for it.

* 1. **Charges**

The total price for Items ordered, including processing fees, delivery charges, taxes or other charges, will be displayed on the Payment Screen when you place your order. The User shall be required to make full payment in order to place their order.

* 1. **Promotional Codes**

From time to time DROPPHARM may offer ‘Free Delivery’ or other promotional codes that may be used by the User subject to the Terms and Conditions set forth by the DROPPHARM.

* 1. **Delivery**
* DROPPHARM provides delivery and logistic services and enables the delivery of Items ordered by Users through the App by utilising delivery drivers.
* DROPPHARM will inform the User of the delivery charges that apply to each order and the User will be responsible for these charges regardless of User’s awareness of such delivery charges.
* Any failed delivery caused as a result of the User’s absence or unavailability at the delivery location on the scheduled delivery day and time may result in additional delivery charges.
* The Scheduled Delivery Times requested at the time of ordering may not always be achievable and DROPPHARM will contact the User at the time of receiving the Order (provided the order is received within business hours) or on the next available business day to either confirm the requested delivery time or to propose an alternative time. DROPPHARM shall not be liable in any manner in this regard.
* The User acknowledges that the delivery services offered by the DROPPHARM are on a best effort basis, however should an order fail to reach within the scheduled delivery time, the User may be eligible to receive a ‘Free Delivery Code’ for his/her next order. The Code is required to be redeemed within such time as provided, failing which the Code will expire and the User shall not be eligible to receive another Code.
* Users may not be eligible to receive a ‘Free Delivery Code’ if DROPPHARM fails to deliver an Order within the time provided when caused by any act or occurrence beyond its reasonable control such as embargoes, changes in government regulations or requirements (executive, legislative, judicial, military or otherwise), acts of war or terrorism, power failure, electrical surges or current fluctuations, lightning, earthquake, flood, the elements or other forces of nature, delays or failures of transportation, or acts or omissions of telecommunications common carriers.
  1. **User Licensing & Access**
* DROPPHARM shall grant the User a personal, limited, non-exclusive, and non-transferrable license to access and use the Services only as expressly permitted as per the Terms and Conditions of the Agreement. The User agrees not to use the Services for any illegal purpose or in any manner inconsistent with The Terms and Conditions of this Agreement.
  1. **Reviews and Ratings**
* Users’ reviews and ratings reflect Users’ personal views and not necessarily the views and opinions of the wide public or of DROPPHARM.
* DROPPHARM reserves the right to remove, block, or disable access to any comments or content, for any reason and at any time and without prior notice, if it is considered to be objectionable, in violation of the Terms and Conditions of this Agreement or otherwise harmful to DROPPHARM.
  1. **HSSE**
* DROPPHARM undertakes to ensure that its employees and delivery drivers adhere to all applicable HSSE regulations. This includes Covid-19 recommendations as it relates to sanitising, PPE and social distancing.

1. **USER OBLIGATIONS**
   1. **Ordering**

* The User shall order Items by swiping on the ‘Pay’ slider on the Mobile App. This shall constitute a contract of sale of Items and an unconditional and irrevocable authorization issued in favour of DROPPHARM to charge the User’s Credit Card and dispatch the ordered items. By processing an order, the User expresses his/her acceptance of DROPPHARM’s terms and conditions.
  1. **Suitability**
* Some Items sold by DROPPHARM may not be suitable for all ages or persons with certain medical conditions. It is the responsibility of Users to check the Items they are ordering by reading their descriptions (if provided), and if required, to do further research before placing an order on DROPPHARM.
* DROPPHARM shall not be liable in the event that Items ordered by the User does not meet the User’s dietary or any other requirements and/or restrictions.
  1. **Data Accuracy**
* Every user shall provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.
* When placing an order, the User warrants that his/her delivery details (including contact number, delivery address, etc.) are accurate and correct. The User also has the option to update these details on the Payment screen.
  1. **Delivery Fees**
* The User shall be charged a delivery fee (among other fees) for delivery of each order. The delivery charges may vary from, order to order, which may be determined based on factors such as delivery location, delivery time, order value, traffic congestion etc.
  1. **Personal Privacy**
* Every User shall be responsible for safeguarding his/her password. The user shall not disclose his/her password to any third party and will bear sole responsibility for any activities or actions under his/her DROPPHARM Account, whether or not authorisation was given for such activities or actions.
  1. **Personal Use**
* Items and services purchased from the Platform are intended for your personal use and you represent that the same are not for resale or you are not acting as an agent for other parties.

1. **USER ACCOUNTS**
   1. **User Access**

* Users shall have the access to the platform by registering to create an account for the Mobile App.
* The User account is limited for the purpose for which it was intended, are subject to the terms and conditions of this agreement and strictly not transferable.
* The User can delete his/her account at any time contacting DROPPHARM via the Chat or Email links on the Mobile Application.
  1. **Third-party Access**
* As part of the functionality of the platform services, Users may be able to link their DROPPHARM Account with third-party accounts through certain third-party social networking sites (“SNS”) (including, but not limited to, Facebook, Google, etc.) by either: i) Providing their third-party account login information to us through the Mobile App or ii) Allowing us to access their third-party account, as is permitted under the applicable terms and conditions that govern your use of each third-party account.
* The User represents that he/she is entitled to disclose his/her third-party account login information to us and/or grants DROPPHARM access to his/her third-party account (including, but not limited to, for use for the purposes described herein), without breach of any of the terms and conditions that govern your use of the applicable third-party account and without obligating them to pay any fees or making us subject to any usage limitations imposed by such third-party service providers.
* By granting us access to any third-party accounts, DROPPHARM shall be able to access, make available and store (if applicable) any content or information that the user shall provide to and stored in your third-party account so that it is available on and through the Mobile App via your DROPPHARM Account.
* Depending on the third-party account and subject to the privacy settings that the User has set in such third-party account, personally identifiable information that you post to your third-party account will be available on and through your DROPPHARM Account on the Mobile App.
  1. **Single Accounts**
* Every user shall have access to only one DROPPHARM account and shall not be permitted to create multiple accounts. On finding multiple accounts of any user, DROPPHARM reserves the right to suspend such multiple accounts without being liable for any compensation.
  1. **Account Closure**

DROPPHARM may suspend or terminate a User’s use of the Services or deny access to a User Account at DROPPHARM’s sole discretion for any reason or no reason, including:

* A User’s violation or non-compliance with of Terms and Conditions of this Agreement
* Lack of use of the Services
* Information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete
* It is believed that a User’s actions may cause legal liability for DROPPHARM or the user; or for both.

The User agrees that any termination of the User’s access to the Services may be effected without prior notice and acknowledges and agrees that DROPPHARM may immediately deactivate or delete the account and all related information and/or restrict any further access to User’s account or the Services. Further, the User agrees that DROPPHARM shall not be liable to the User or any third party for the discontinuation or termination of User’s access to the Services.

1. **PAYMENTS & REFUNDS**
   1. **Payment Security**

DROPPHARM facilitates payments on our Mobile App as an intermediary and do not guarantee the security of your e-commerce transactions as this is the responsibility our online payment gateway service providers (“OPGSPs”) listed on the Site and destination financial institution. You must ensure that you agree to the terms and conditions of the said OPGSP’s Agreement. DROPPHARM shall not be liable should there be a discrepancy in refund, loss or misuse of credit card details, hacking of sensitive monetary information as a result of errors or omissions on the part of OPGSPs or the destination financial institution.

11.3 Resolution of all payment related complaints shall remain the responsibility of OPGSPs concerned. Users must read and agree to privacy policy and online security framework of respective OPGSPs listed on the Mobile App before transacting. We do not take responsibility for any security lapse, should infringement or violation happen as a result of you accessing an OPGSP listed on the Site.

* 1. **Payments**

Users first option of payment is via Credit Card on the Mobile App. In cases where payment is to be made at the time of delivery, the user shall not be required to pay for:

* Orders where the packaging has been tampered or damaged by DROPPHARM
* Incorrect Items being delivered
* Missing Items from your order at the time of delivery
  1. **Refunds**

The User shall be entitled to a refund only if the order was paid for at the time of placing the order on the Mobile App and only in the event of any of the following circumstances:

* Item packaging being damaged or tampered with at the time of delivery
* The User’s delivery location falling outside our designated delivery zones
* User cancels the order due to:
* DROPPHARM’S failure to confirm an order and scheduled delivery time via phone or chat within 24 hours of the User placing the order
* Unavailability of the Items that were ordered

The decision on full or partial refunds shall be at the sole discretion of DROPPHARM and shall be final and binding.

All refunds shall be processed in the same manner as they are received, unless the User opts to have the refund provided in the form of a credit to their account, the refund amount will reflect in User’s bank account based on respective bank policies.

1. **CANCELLATION OF ORDERS**

* The User acknowledges that any cancellation or attempted or purported cancellation of an Order outside of the reasons outlined in ‘Clause 8’ shall amount to a breach of User’s unconditional and irrevocable authorization in favour of DROPPHARM to process that Order (“Authorization Breach”).
* In the event the User commits an Authorization Breach, the User shall be liable to pay liquidated damages of an amount no more than the Order Value.
* The User authorises DROPPHARM to deduct or collect the amount (normally a combination of processing fees + delivery charges + restocking fee) through such means as DROPPHARM may determine in its discretion, including without limitation, by deducting such amount from the payment made or adding the amount towards the User’s next order.

1. **INTELLECTUAL & PROPRIETARY RIGHTS**

* The Mobile App contains copyright material, trademark and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound. The User understands that all proprietary material displayed on the Site or provided on demand, is copyrighted as a collective work either owned by DROPPHARM or licensed from a third party.
* The User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit the content, in whole or in part. The User further agrees to take the reasonably necessary precautions to protect DROPPHARM’S Intellectual Proprietary rights.

1. **CHANGES TO TERMS AND CONDITIONS**

* DROPPHARM may vary, amend, change or update the Terms and Conditions, from time to time entirely at its own discretion. The User shall be responsible for checking the Terms and Conditions from time to time and ensure continued compliance with the said Terms and Conditions. Users’ usage of DROPPHARM’s Mobile App shall be deemed as express acceptance to such amended/changed Terms and Conditions and the User agrees to be bound by such changed/amended Terms and Conditions. The User may be required to install certain upgrades or updates to the software in order to continue access or use the Services, or portions thereof (including upgrades or updates designed to correct issues with the Services). Any updates or upgrades provided to you by us under the term and conditions shall be considered part of the Services.

1. **DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION**
   1. **Disclaimer of warranties**

* DROPPHARM it is not a manufacturer of food or beverages but a retailer that facilitates the purchase and sale Items. DROPPHARM shall not be liable for any actions or omissions by the manufacturers including, labelling issues, quality of Items and manufacturer defects.
* The User acknowledges that the Services are provided “as is” and “as available” and that the use of the Services shall be at the risk of User. To the fullest extent permitted by applicable law, DROPPHARM, its affiliates and their respective officers, directors, employees, agents, affiliates, branches, subsidiaries and licensor (“DROPPHARM Parties”) disclaims warranties, express or implied, in connection with the Services including mobile apps and User’s use of them. To the fullest extent permitted by applicable law, DROPPHARM parties makes no warranties or representations that the Services have been or will be provided with due skill, care and diligence or about the accuracy or completeness of the Services content and assume no responsibility for any (i) errors, mistakes, or inaccuracies of Content, (ii) personal injury of property damage, of any nature, whatsoever, resulting from User’s access to and use of the services, (iii) any unauthorized access to or use of DROPPHARM’s server and/or any and all personal information stored therein, (iv) any interruption or cessation of transmission to or from the Services, (v) any bugs, viruses, Trojan Horses, or the like which may be transmitted to or through the Services, through the action of an third party,(v) any loss of User’s data or Content from the Services and/or, (vii) an errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the Services.
* Any material downloaded or otherwise obtained through the use of the Services is done at User’s own discretion and risk and the User will be solely responsible for any damages to User’s computer system or other device or loss of data that results from the download of any such materials. DROPPHARM Parties will not be a party to or in any way be responsible for monitoring any transaction between the User and third-party providers of products or services.
  1. **Limitation of liability**
* To the fullest extent permitted by applicable law, in no event shall the DROPPHARM be liable to User for any damages resulting from aforementioned points including but not limited to liability arising out of the (i) disclosure of information pursuant to these terms or DROPPHARM’s Privacy Policy; (ii) if the User fails to keep his/her password or account details secure and confidential, and/or (iii) loss or damage which may be incurred by the User, including but not limited to loss or damage as a result of reliance placed by the User on the completeness, accuracy or existence of any advertising, or a result of any relationship or transaction between the User and any advertiser or sponsor whose advertising appears on the Services, and/or delay or failure in performance resulting from causes beyond DROPPHARM’s reasonable control. In no event shall DROPPHARM Parties be liable to the User for indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, however, caused and under any theory of liability, including but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of Item will or business reputation, any loss of data suffered, cost of procurement of substitute Items or services, or other intangible loss.
  1. **Indemnification**
* The User agree to indemnify, defend, and hold harmless DROPPHARM Parties from and against any third-party claims, damages (actual and/or consequential), actions, proceedings, demands, losses, liabilities, costs, and expenses (including reasonable legal fees) suffered or reasonably incurred by us arising as a result of or in connection with (i) User’s Content (ii) User’s unauthorized use of the Services or products or services included or advertised in the Services (iii) User’s access to Service (iv) User’s violation of any rights of another (v) User’s breach of terms and conditions including but not limited to, any infringement by the User of the copyright or intellectual property rights of any third party. DROPPHARM retains the exclusive right to settle, compromise and pay, without your prior consent, any and all claims or causes of action which are brought against DROPPHARM. DROPPHARM reserves the right, at User’s expense, to assume the exclusive defence and control of any matter for which User is required to indemnify DROPPHARM and the User agree to cooperate with DROPPHARM’s defence of these claims. DROPPHARM will use reasonable efforts to notify the User of any such claim, action or proceeding upon becoming aware of it.

1. **ADVERTISEMENTS**

The User understands that advertisements and promotions may be placed by on the Mobile App by DROPPHARM as some of the Services are supported by advertising revenue. DROPPHARM will not be responsible or liable for any errors or omission, inaccuracy in advertising material or any loss or damage of any sort incurred as a result of any such dealings or a result of the presence of such other advertiser(s) on the Mobile App.

1. **GENERAL TERMS**

* Nothing contained in this Agreement is intended to create or shall be construed to create an agency, partnership, employer/employee, or joint venture relationship between the parties.
* No failure by either party to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall constitute a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law or otherwise.
* If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid provision. In such event, all parties agree that the court making such determination shall have the power to alter or amend such provision so that it shall be enforceable to an extent that is consistent with the intention of the parties.
* DROPPHARM may assign its right obligations under these Terms and Conditions to any of its affiliates or any third party at any time.
* This Agreement shall be interpreted and governed in accordance with the laws of Trinidad and Tobago.

**IN WITNESS WHEREOF, all users, visitors and service providers agree that they have read this Agreement and agree to be bound by it for as long as they continue to either use the Site or avail Services of the DROPPHARM.**