

EcoPharmacy Terms and Conditions

a. EcoPharmacy.Africa App Terms and Conditions

- The EcoPharmacy.Africa App is operated by EcoMedical Pharmacy (Pty) Ltd. These specific terms and conditions relating to the use of the EcoPharmacy.Africa App are to be read together with our general “online terms and conditions”.
- By using the EcoPharmacy.Africa App, you agree to be bound by these terms and conditions.
- All terms and conditions are available online at www.ecopharmacy.africa and may also be requested telephonically on +27 10 054 6403 or support@ecopharmacy.africa.
- EcoPharmacy reserves the right to update or amend these terms and conditions without giving prior notice to you. You should therefore check them regularly as your continued use of the EcoPharmacy.Africa App means that you accept any updated or revised terms.
- Any person who does not agree to be bound by these terms and conditions may not make use of the EcoPharmacy.Africa App and should not do so.
- In the event of any abuse or fraud being committed by any person in respect of the EcoPharmacy.Africa App, EcoPharmacy reserves the right to take appropriate action against the responsible person including, but not limited to, denying such person further use of the EcoPharmacy.Africa App as well as enforcing its rights in terms of the “Online Terms and Conditions”.
- While every effort is made to ensure the correctness of information provided on the EcoPharmacy.Africa App, your use of the EcoPharmacy.Africa App is entirely at your own risk. We make no representations or warranties of any kind, whether express or implied, in relation to the correctness of information accessed on the EcoPharmacy.Africa App. We do not warrant that the functions provided by the EcoPharmacy.Africa App will be uninterrupted or error free, or that the EcoPharmacy.Africa App (or the server that makes it available) is free from viruses or other harmful components. To the extent permissible by law, we accept no liability for any direct, indirect, incidental, special, or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of the EcoPharmacy.Africa App or the purchase of any of our products or services using it.
- EcoPharmacy reserves the right, without prior notice to you, to discontinue or change the services available on the EcoPharmacy.Africa App without the incurrance of any liability whatsoever.
- Use of the EcoPharmacy.Africa App is free and does not oblige you to purchase anything.
- Prior to using certain aspects of the EcoPharmacy.Africa App, such as the uploading prescriptions as well as placing your first purchase order, you will be required to undergo a registration process, which is also free of charge and does not obligate you to purchase anything.

- In registering your EcoPharmacy.Africa App profile, you will be required to create a password in order to access your account. Please keep this password safe and confidential as EcoPharmacy cannot be held liable for any loss or damage howsoever arising from the unauthorised use of your account.
- It is your responsibility to inform EcoPharmacy of any changes to his/her personal information especially the delivery address.
- Those persons who have registered a EcoPharmacy.Africa App profile have the right, in accordance with the relevant legislation, to (a) obtain access to their personal information held by EcoPharmacy; (b) to request the correction, destruction or deletion of their personal information held by EcoPharmacy; and (c) to object to the processing of their personal information.
- By submitting your order, and payment method details you warrant that you are over the age of 18 (eighteen), are authorised to make payment with the payment method and that there are sufficient funds available to pay for the order.
- All pharmacy products are dispensed according to the applicable pharmacy legislation.
- An order will only be processed once payment is received and cleared. EcoPharmacy reserves the right to withhold a delivery pending payment.
- We cannot always guarantee availability of stock.
- EcoPharmacy delivers from Monday to Friday, between 08:00 and 17:00
- Deliveries will take place 10 working days from when your order has been placed and paid for in full.
- Repeat prescriptions must be dispatched 3 months' supply at a time to save you on shipping cost.
- For repeat prescriptions, the delay of 5 days will only apply on the first supply, thereafter subsequent repeats will be dispatched at least 2 weeks before the previous supply runs out to ensure compliance.
- For repeat prescriptions EcoPharmacy will send you a pro-forma invoice for payment at least 2 days before the order is due for dispatch as described above.
- No deliveries will be made on weekends and public holidays. On delivery of the order to the specified delivery address, you will receive our delivery note showing the items delivered, the delivery fees, Value-Added Tax and the amount debited from your payment card or direct payments made.
- For verification purposes, the person accepting delivery at the delivery address may be required to produce a form of identification. Any person other than yourself who receives the products at the delivery address is presumed to be authorised to accept delivery on your behalf. Should no-one be in attendance at the time of delivery, the driver will keep the parcel. We reserve the right to charge an additional delivery fee should it be required in the circumstances. Our liability for failing to deliver the products timeously is limited to delivery being affected at a later agreed time at no additional charge.

- Please arrange that you or your authorised representative is available to accept your purchases at the delivery address and that appropriate access will be made available. On delivery, we will require you or your authorised representative to sign and print your or their name on a duplicate copy of the delivery note, to confirm receipt.

b. EcoPharmacy Refund Policy

Due to the nature of our products (medicines, medical devices, and consumables), these are sold on a non-returnable basis.

Refunds or replacements will be arranged for any products that differ from the products in the pro-forma invoice, are delivered damaged and/or are delivered after they have reached their expiry date.

These products will be refunded or replaced under the following conditions:

- The customer reports any of them in writing to EcoPharmacy (support@ecopharmacy.africa) within 48 hours of delivery.
- The report must contain the Order ID number/s, Invoice Number/s, the batch number/s, and the expiry date/s of the affected products.
- In the event of damaged products received, pictures must be taken by a customer to document such, in reporting the event.

The customer must state in the report whether they require a refund or replacement.

Failure to report these within the specified time period shall constitute a waiver by the customer of any right to make such claim.

EcoPharmacy does not accept responsibility for any deterioration and damages of products which may occur because of failure to follow storage instructions precisely by the customer once products have been delivered.

c. Data Protection

Any personal information you supply to Us when you use the App will be used in accordance with our Data Protection Policy. We respect your right to privacy and your desire for a secure online shopping experience.

We may collect personal information in different ways:

- When you visit the Website and use your account to purchase or redeem coupons online.
- When you register an account with Us.
- When you engage with Us on any of Our social channels.
- When you contact Us.

By creating an account with Us, you are giving Us consent to collect some of your personal data. If you place an order with Us, you are giving Us consent to hold personal information including your name, email address, phone numbers, home address, delivery and billing address(es), etc. so that We can process and fulfill your order.

We may ask for your direct telephone number including mobile. This number may be shared with Our delivery drivers. These details allow Us to process your order and to let you know the status of your order.

In certain situations, We may use your purchase history to send you more personalized content/ material/ information. We may also combine the shopping history of many customers to identify trends and ensure We can keep up with the demand or develop new products/services to cater to customer needs. This data is always stored anonymously.

Your Personal Information

We shall take all reasonable and appropriate measures to prevent unauthorized disclosure or the unauthorized use of your personal information.

We may use your personal information for the processing of orders, payments and provide you with a personalized shopping experience. We will also use your details to fulfill and deliver your orders and manage your account. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information. Where there is a legal obligation to do so, We may disclose your information to any relevant regulatory body.

We may also use your personal information to send you marketing materials and updates but only ever in accordance with your preferences. We do not sell or provide your details to any third-party marketing companies.

We may also use your personal information for Our internal marketing and demographic studies, together with non-personal data to monitor customer patterns so We can consistently improve the Website design and shopping experience to better meet Our customers' needs. We will use this data anonymously and by aggregating information.

If you choose not to share your personal data with Us or refuse certain contact permissions, We might not be able to provide some services you've asked for. For example, if you've asked to be notified when an item comes back into stock, We won't be able to inform you if you've withdrawn your general consent to hear from Us.

Payment Details Information

We do not store, hold or keep any sensitive information such as credit card information or other related payment details. We use a selected SOUTH AFRICA based bank and their vetted and approved third party vendor portal. This ensures that your information is used only as necessary and is only accessible to the bank completing the financial transaction for anything you have ordered from the Website. In the event any of your payment information is compromised in any way, We would strongly advise you, in all circumstances to contact and report the matter to your bank or financial institution with whom you have the relevant account. We will respond to any queries and guide you as best as possible in the unfortunate circumstances your information has been compromised. Whilst We undertake all measures to avoid your information being compromised, please be aware that there is always a risk that information can be stolen and manipulated. We would therefore

always encourage you to regularly follow the guidance from your bank and/or financial institution in relation to minimizing the risk of information being capable of being stolen.

Children Under 18

For their protection, we ask that children do not submit information to us without the consent of a parent or guardian.

Disclosure of Information

We may disclose your personal information if such disclosure is (i) permitted or requested by law; (ii) expressly permitted by you; (iii) made in the course of making a credit check with a reputable credit reporting agency.

Here's the policy we apply to those organizations to keep your data safe and protect your privacy:

- We provide only the information they need to perform their specific services.
- They may only use your data for providing the services We specify in our contract with them;
- We work closely with them to ensure that your privacy is respected and protected at all times. In particular, We require them to take all reasonable and appropriate measures to protect the confidentiality and security of your information;
- We ensure that the contract between them and Us holds them responsible for the privacy and protection of your information;
- If We stop using their services, any of your data held by them will either be deleted or rendered anonymous.

Examples of the kind of third parties we work with are:

- IT companies who support our website
- Direct marketing companies who help us manage our electronic communications with you

Need to Make a Change?

If you would like to change any of your transactional information in our database, please feel free to contact us. You can call us via email to info@ecoharmacy.africa. All trademarks, copyright, database rights and other intellectual property rights in the materials on the App (as well as the organization and layout of the App) together with the underlying software code are owned either directly by Us or by Our licensors. Without Our prior written permission, you may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material of the App or the underlying software code whether in whole or in part.