

TERMS AND CONDITIONS

Your access to and use of osusala.online is subject exclusively to these Terms and Conditions. These Terms and Conditions present the "General Conditions" applicable to the use of services offered by osusala.online, either through the website osusala.online, application software for mobile phone handset (app) or phone (in addition to the "Website").

You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions, and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website and all software that belong to beta launch (Pvt) Ltd.

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osusala.online is free to make changes to this agreement from time to time at its sole discretion. Any updates or changes made to these terms and conditions will be listed on this page and by using the website after such changes have been made, you agree to the new and modified terms and conditions.

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Disclaimers and Limitation of Liability

The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. To the extent permitted by law, Osusala.online will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website. Osusala.online makes no warranty that the functionality of the Website will be uninterrupted or error-free, that defects will be corrected or that the

Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

1. RELATIONSHIP PHARMACY AND USER:

a) Osusala.online does not provide Pharmaceutical Delivery/Pickup service, serving only as an intermediary in order to optimize the scheduling service for the Delivery/Pickup. Thus, by accepting the provision of services by the Pharmacy, the User acknowledges that the Osusala.online has no direct association with the Pharmacy, it just facilitates contact between Pharmacy and User. The user acknowledges and agrees that Osusala.online is not liable for any act or omissions committed by any user, whether by robbery, commitment break as a result of any act, discussions, including the effective fulfillment of the obligations assumed by the users and loss not being for tax purposes. The user acknowledges and agrees that, by registering and accepting the policy of the service, does so at their total means and exclusive risk. Osusala.online recommends that every transaction is done with good sense.

2. FROM AVAILABILITY AND INCONSISTENCY IN THE SYSTEM:

a) Osusala.online does not guarantee that the system will be available without any interruption and that it will always be error-free, and therefore, shall not be liable for damages caused to users. b) You agree that Osusala.online is also not responsible for any damages or losses caused to your computer as a result of using the Website. c) Osusala.online is not liable for any error or inconsistency of information with other independent systems, specializing in the service provision for GPS, radar and similar.

3. COMPENSATION FOR DAMAGES:

a) User agrees to indemnify and hold harmless Osusala.online and its representatives from any claims, suits, losses, liabilities, damages and expenses, including reasonable attorneys' fees and court costs for the damage they cause.

b) User agrees to indemnify and hold harmless Osusala.online and its representatives from any Accidental Claims or suits though that occurs due to Pharmacy/Driver's negligence or by fault of the Pharmacy/Driver. Therefore Users agree to indemnify Osusala.online and its representatives from any type of vicarious liability.

c) Users accept that Osusala.online acts solely as an online ordering service between its users Pharmacy and the delivery service provider, and that it is not responsible for any issues that arise during the process, such as providing incorrect medication, delays, or mistakes.

4. OBLIGATIONS, LIABILITIES AND RISKS OF USER.

a) The User certifies that he uses the service of their own free will and untrammelled choice and recognizes and accepts as its responsibility and risk for using the Website and Its services.

The acceptance and refusal and cancellation of services:

b) The acceptance and denial of the service may occur at first by Pharmacy who can accept or deny the service when receiving a notification for placement of an order. User may cancel the contract for any reason. Both recognize that Osusala.online is not liable for any delays, cancellations, failure to cancel the contract and miscommunication between Pharmacy/Driver and user, nor for any delay or failure in the Delivery/Pickup of services.

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BOOKING AND CANCELLATION CONDITIONS

The User agrees that these terms and conditions shall be deemed to apply when the Users use Osusala.online.

a) Osusala.online shall not be responsible or liable for any loss, damage or embarrassment suffered by the User in relation to or in respect of any instructions or operations effected by the User or purported to be effected by the User.

b) The User shall not hold Osusala.online liable for any direct or indirect loss or damage which may be suffered by the User as a result of any failure by Osusala.online or any fault of the pharmacy or delivery service provider or any fault of the company to provide the service to the User within any stipulated time even if Osusala.online or the Driver or the pharmacy have agreed to so provide the service or even if the User has advised Osusala.online or the ,Driver of the possibility that any such loss or damage would result if the taxi is not provided at all or within the stipulated time.

c) The User undertakes with Osusala.online and agrees to indemnify Osusala.online from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnify basis) claims, demands, actions and proceedings which Osusala.online may incur or sustain directly or indirectly from or by any reason of or in relation to the use or purposed use of Osusala.online.and shall pay such sums on demand.

d) The User can cancel the order within 5 Minutes of the pharmacy accepting the service,you won't be charged. However, if the cancellation of booking is done after 5 Minutes or if the Cancellation made after Driver's arrival for the location requested, there will be a Cancellation Charge.

e) A cancellation fee will always apply if a order is canceled after it has begun.

f) If you are not at the pickup location or your driver cannot get in touch with you, the cancellation fee will apply if the driver is at your pickup location and has waited for over 5 minutes. This means that the fee can still apply even when your driver is the one to cancel the trip.

MEMBER ACCOUNTS

Users will be required to register on the Osusala.online website and become members in order to access some of its services. A user may create and possess only a single account on the website and Osusala.online reserves the right to suspend any account that is suspected to be a secondary account of a registered user. Any application for registration can also be rejected by Osusala.online at its sole discretion.

During website registration, Osusala.online will register each user's mobile number and a password (the password will be created by the user). The user shall be solely responsible for the non-disclosure of the account data, mobile number and password. Sharing of member accounts is prohibited and users will be required to notify Osusala.online of any suspicious activity or unauthorized access on their accounts.

Members agree that every transaction is on their accounts deemed to be under their authorization.

With the understanding that the sharing of user accounts could potentially harm Osusala.online, users agree to indemnify Osusala.online and its affiliates against any loss or damage caused by such sharing of a user account. Members also agree that Osusala.online will not be responsible for any loss or damage caused by the failure to maintain the security of an account. Osusala.online reserves the right to suspend any member account at any time without adducing reasons for such suspension.

BREACHES BY MEMBERS

Any user content on the website can be modified or removed by Osusala.online at our sole discretion if we have reason to believe it violates our terms and conditions, is unlawful, harmful, and inappropriate or for any other reason.

Osusala.online has the right to penalize (issue warnings, restricting, removing, etc.) any member or ban them from further use of the website and its services if we believe that any terms have been violated.

A breach of terms include instances when:

- a) A member willfully fails to fulfill their contract with a third party – such as failure to deliver any items upon payment or failure to meet any other terms promised to the third party,
- b) Member uses any false or misleading information in any transaction, including the use of fake credit cards,
- c) Information provided by the member is incorrect, outdated or misleading and
- d) Member's actions are harmful and have adverse effects on Osusala.online and other users.

Osusala.online will cooperate fully with any legal authorities and third parties in the case of criminal nature and has the right to reveal the identity and contact details of members if required. Members agree not to take action against Osusala.online for revealing such information and Osusala.online shall not be held responsible for any damages that may arise due to such disclosure.

Osusala.online reserves the right to publish the details of any breach of our terms and conditions on the website.

Members agree to compensate Osusala.online and all our affiliates for all losses and damages caused by any user content that could result in a breach of terms.

Members also agree that Osusala.online will not be responsible for such content – such as misleading, fraudulent, offensive or inaccurate material.

PAYMENT CONDITIONS

- a) The User shall pay the charges, additional surcharges (where applicable) by Cash.
- b) However, if the user did not have a sufficient amount to pay to the driver after the Delivery/Pickup is completed Osusala.online will be indemnified from and against and in respect of any or all liabilities, losses, charges, and expenses occurred to the Pharmacy or the Delivery Company.
- c) However, if the user is paying through Credit card standard credit card rules will apply.

TERMINATION

Most content and some of the features on the web site are made available to visitors free of charge. However, Osusala.online reserves the right to terminate access to certain areas or features of the web site at any time for any reason, with or without notice. Osusala.online also reserves the universal right to deny access to particular users to any/all of its Services without any prior notice/explanation in order to protect the interests of Osusala.online and/or other visitors to the web site. Osusala.online reserves the right to limit, deny or create different access

to the web site and its features with respect to different user(s), or to change any of the features or introduce new features without prior notice.