

Terms & Conditions

Using axiosbiocare.com

1. What is Axios Bio Care

1. The domain name www.axiosbiocare.com, an internet based portal and Axios Bio Care a mobile application, is owned and operated by Axios Bio Care, a company duly incorporated under the provisions of the Companies Act, 2013 (hereinafter referred to as “**Axios Bio Care**” or “**We**” or “**Our**” or “**Us**” or “**Company**”). The domain name and the mobile application are collectively referred to as the “**Website**”.
2. Your access or use of the Website, transaction on the Website and use of Services (as defined herein below) hosted or managed remotely through the Website, are governed by the following terms and conditions (hereinafter referred to as the “**Terms of Use**”), including the applicable policies which are incorporated herein by way of reference. These Terms of Use constitutes a legal and binding contract between you (hereinafter referred to as “**You**” or “**Your**” or the “**User**”) on one part and Axios Bio Care on the other Part.
3. By accessing, browsing or in any way transacting on the Website, or availing any Services, You signify Your agreement to be bound by these Terms of Use. Further, by impliedly or expressly accepting these Terms of Use, you also accept and agree to be bound by Our policies, including the Privacy Policy (as set out in Part B herein below), and such other rules, guidelines, policies, terms and conditions as are relevant under the applicable law(s) in India and other jurisdictions for the purposes of accessing, browsing or transacting on the Website, or availing any of the Services, and such rules, guidelines, policies, terms and conditions shall be deemed to be incorporated into, and considered as part and parcel of these Terms of Use. However, if You navigate away from the Website to a third party website, You may be subject to alternative terms and conditions of use and privacy policy, as may be specified on such website. In such event, the terms and conditions of use and privacy policy applicable to that website will govern Your use of that website.
4. The Website is a platform that facilitates (i) online purchase of pharmaceutical products and (ii) online advertisements of various sponsors advertising and marketing their own good and services (“**Third Party Advertisers**”).

2. **Your Account**

Whilst you can be assured that we do everything to protect your account, please be careful, as your account is your responsibility. By using this site you are accountable for all activities that occur under your account or password.

Please be careful about keeping your account, password and access to your computer secure and confidential. If you have any reason to believe that unauthorized usage of your account is likely, you should contact us immediately.

Please make sure that the information and details you provide us are correct. Updating your information can be done via the My Account area of the website.

Axios Bio Care.com reserves the right to refuse access to the Website, terminate accounts, remove or edit content, or cancel orders at our discretion.

3. **Privacy and Security**

Please refer to our Policy

4. **Access to axiosbiocare.com**

We can't always guarantee that access to our website will be uninterrupted and that transmissions will be error-free, due to the nature of IT and Internet (even we have to switch it off and turn it back on again sometimes). Also, if we are carrying out repairs, maintenance, or the introduction of new facilities or services your access to our website may also be occasionally suspended or restricted. Clearly none of this is great for business, so we always attempt to limit the frequency and duration of any such issues.

5. **Restriction on Use**

You are granted a restricted account to access and make personal use of our website. However, you may not download (other than page caching), modify any content or functionality without our expressed written permission. Your personal use may not include any resale or commercial use of the website or its contents; any collection and use of any product listings, descriptions, or prices; downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. You may not use framing techniques to make use of any trademark, logo, or other information (including images, text, page layout, or form) of Axios Bio Care.com without our expressed written consent. Any unauthorized use terminates the permission or license granted by Axios Bio Care.

6. **Your conduct**

You must not use our website in any way that may cause access to it to be intermittent or impaired at all. Please remember that you are solely responsible for all electronic communications and content sent by you to us. Our website must not be used for any fraudulent or unlawful activities. Please make sure that nothing you send, use or reuse is illegal, offensive, abusive, indecent, defamatory, obscene, menacing, harmful to others, or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam". In all dealings with our website please refrain from breaching any copyright, trademark, confidence, privacy or any other right.

7. **Reviews, Comments, Communications and all Content**

You can of course post reviews and comments etc.; send communications; and submit suggestions, ideas, comments, question like most modern websites, but please make sure that it is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing any intellectual property rights, affects others parties, or is unpleasant. Please also make sure that it contains no software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam."

Please don't use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. We reserves the right to remove or edit any content, but we may choose not to.

Regarding all material in reviews, comments, communications:

We reserve non-exclusive, royalty-free rights to use it as we see fit throughout the world. You agree to indemnify Axios Bio Care for all claims brought by a third party against Axios Bio Care arising out of or in connection with a breach of any of these warranties and your usage of Axios Bio Care.com

After purchasing with us online you may be contacted by Trust Pilot to leave a review of our service. By agreeing to our terms and conditions you agree to be contacted via email to leave us feedback. You are under no obligation to do so, and can simply ignore the email. If you wish to leave us a review via Trust Pilot, which we use as a way to monitor and improve our services, please see their terms and conditions found on their website. Please note these emails are sent at random.

8. Copyright, Trademarks and Other Proprietary Rights

All the content of this Website, including but not limited to the text, graphics, logos, button icons, images, and software, is protected by copyrights, trademarks and/or other intellectual property or proprietary rights owned by or licensed to Axios Bio Care. You may not use anything from our website without our express written consent, this includes publication of any part, including prices or product listing.

“Axios Bio Care” is a trademark owned by WREvans (Chemist) Ltd, our parent company. All rights reserved.

9. Our Contract With You

Our contract with you is confined to the terms and conditions mentioned here, to the exclusion of any others, this includes terms and conditions implied in any communication by our customers.

When you place an order on our website, this represents an offer by you to buy products from us. We have accepted this offer only when you are notified by us that the order has been dispatched. In orders that are split for dispatch, only the parts of the order that notified as dispatched represent an acceptance by us of that offer.

10. Returns and Refunds

Please refer to our Returns Policy

11. Delivery

Please refer to our detailed Returns Policy

12. Price and Payment

Prices shown are inclusive of GST where appropriate

Payment for the products is due immediately upon the placing of your order online. Payment is accepted by credit and debit card.

No payment will be received and nothing will be dispatched until any payment made has cleared and been received by us. You will receive confirmation that the transaction has been received, has been authorized and that your card has been debited. You will also receive a reference number with this confirmation which will be required for any future correspondence.

Discount codes are limited to one per order, multiple discount codes cannot be used in conjunction with each other or any website promotional offers. Any website 'pop-up' discount code offers are for one time use only, even if the pop-

up appears again after you have used the discount code.

13. Pricing and Availability

Whilst we display our full range of products on the website, we may not physically have the stock in our warehouse at the time of ordering. We get a daily delivery, so if your item is not on our shelves it will come in the next working day.

If an item is not available at the time of ordering, this may be mentioned as “out of stock” on the product information page. As we process your order, we may e-mail you if any products you order turn out to be unobtainable.

Please note that we have a handling time of 24-72 hours (to factor in weekends/stock coming in next day), this time is in addition to the courier service you select at checkout.

Whilst we try to be as accurate as possible, we are only human, so we apologise in advance if we ever make a pricing error. Wherever possible we will try to honor the incorrect price as a gesture of goodwill, however this is not always possible and if for some reason we are unable to sell you the product at the stated price or less, we will contact you first before proceeding.

In a dynamic market place we can never, always be the cheapest, in all medicines and sizes, however, we continually endeavor to offer options for each medicine that represent amongst the best value for money on the Internet.

14. Product Quality

We only source and use medicines that have been licensed for use in the India. We will of course try and send you products with the longest possible expiry date on them, but sometimes this is not always achievable. Some products only come with limited life or it may be that the manufacturer only has a certain date available for a product. Please check of all medicine received to make sure that you use it within the safe time frame.

Please refer to our Returns and Refund Policy if you receive the products and they were damaged in transit.

15. Website Links

We may often provide links to other sites to give you further information on a topic or product, as we have no control over the content of external links we are not responsible or liable for any issues that may arise from your use of these sites. Please view these links as moving away from our website and we would recommend you make yourself aware of their separate terms and conditions.

16. Our Liability

We do try to make sure that the website is accurate and free from malicious components and viruses. We are not responsible for any damages or losses suffered as a consequence of using this website.

We accept no liability for loss and/or damage to property or purely economic loss resulting from use of this site or use of products sold on this site. This does not affect your statutory rights where these may differ. As with all provisions in this document they are set out in accordance with the laws of England and Wales.

Nothing in these terms affects our liability by law for death or personal injury caused from our negligence or fraudulent misrepresentation.

17. Alteration to the Website and the Terms and Conditions

We reserve the right to alter our website, the contents and terms and conditions at any time. When you use our site the terms and conditions at that time apply.

18. Events Beyond Our Control

We won't be held responsible for a breach in these terms from events that are beyond our reasonable control. This condition does not affect your statutory rights

19. Waiver

We reserve the right to act upon any breaches of these terms and conditions. In cases where we have initially chosen to be lenient, we reserve the right to act at any point in time and especially in cases of repeated breach.

20. Law and Jurisdiction

Our Company, this Website and its use are governed solely by the laws of India