

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY AS YOUR USE OF SERVICES OF THIS WEBSITE IS SUBJECT TO YOUR ACCEPTANCE OF AND COMPLIANCE WITH THE SAME (“TERMS”).

THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THERE UNDER AS APPLICABLE AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. 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 OF USE AGREEMENT CAREFULLY.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST EXIT THIS WEB PAGE AND STOP ACCESSING OR USING WWW.HOSPPLY.IN WITH IMMEDIATE EFFECT.

1. DEFINITIONS

In this Terms of Use agreement, the following words shall have the following meaning:

1. “Buyer/s” shall mean registered medical practitioners, retailers, wholesale entity and/or medical institutions that buy/purchase the Product/s from the Website (defined hereinafter).
2. “Hosply.in”, “we”, “us” and “our” shall mean Hosply.in company incorporated under the Companies Act 2013, having its registered office at Ahmedabad, Gujarat.
3. “Principal Representative” shall mean the authorized agent/ representative of the Product Manufacturer and/or Original Equipment Manufacturer in India
4. “Product(s)” shall mean medical supplies available for sale on the Website including but not limited to pharmaceuticals and clinical supplies such as facemasks, gloves, protective gear, surgical instruments, and other healthcare and clinical instruments that are produced by various manufacturers and available for sale on the Website.
5. “Product Manufacturer” or “Original Equipment Manufacturer or OEM” shall mean the entity that manufactures the Products displayed for sale on the Website.
6. “Website” shall mean the online platform available at the domain name www.Hosply.in
7. “You” or “User” shall mean the end user accessing the Website, its contents and using the Services and Products offered through the Website.

2. CHANGES TO THE WEBSITE:

1. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior notice to you. It is your responsibility to review these Terms periodically for updates/changes. Your continued use of the Website following the posting of changes will mean that you accept and agree to the revisions.

3. ABOUT US:

1. This Website is an internet based e-commerce supply chain portal licensed by Shalby Limited, a company registered under the Companies Act, 2013.
2. Use of the Website is offered to you conditional upon your acceptance of these Terms. By using the Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Website. If you do not agree with any amendments made by to these Terms at any time in future, you must stop using the Website with immediate effect.
3. Hosply.in at its sole discretion reserves the right not to accept a User from registering on the Website without assigning any reason thereof.

4. MEMBERSHIP ELIGIBILITY:

1. Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Website and shall not transact on or use the Website. Hosply.in reserves the right to terminate your membership and/or refuse to provide you with access to the Website if it is brought to Hosply.in's notice or if it is discovered that you are under the age of 18 years, an undischarged insolvent or otherwise incompetent to contract.
2. If you are registering as a business entity, you represent that you are duly authorized by the business entity to accept these Terms and you have the authority to bind that business entity to these Terms. You will be required to submit, upload or otherwise provide any information that Hosply.in may require at the time of registration to verify the authenticity of the business entity. Such information may include incorporation certificate, sales tax certificate, medical license etc.
3. The User shall also comply with all the applicable laws and notifications issued thereunder, including without limitations such notifications as may be issued by Reserve Bank of India from time to time, Information Technology Act, 2000 as amended by the Information Technology (Amendment) Act 2008, the rules, regulations, guidelines and clarifications framed thereunder, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the Drugs and Cosmetics Act, 1940 and rules made thereunder including the Medical Devices Rules, 2017.
4. Hosply.in is not a retail dealer and most of the products listed are not meant for direct consumption. We are an e-commerce entity meant for selling products only to registered medical practitioners, retailers, wholesale entity and/or medical institutions who may be clubbed under 'dealer', 'industrial consumer' or institutional consumer' as per the definitions provided under legal metrology (packaged commodities) rules 2011. Hosply.in is primarily focused on helping healthcare practitioners source their clinical/medical supplies requirements, which are essential for the day-to-day operations of their clinics/hospitals. The materials listed on Hosply.in are highly technical in nature and are to be used by registered medical practitioners only. Hosply.in verifies the credentials of every Buyer before a new order gets shipped. To verify your credentials, you are required to supply us with (i) Wholesale/Retail Drug License (ii) Registration/License to practice as a medical practitioner in India or (iii) proof of educational qualification in case of medical students. Additionally, Hosply.in may ask for your GST registration certificate and/or such other documents that it deems necessary for the purpose of particular transaction. In cases where the credentials may not be established clearly, Hosply.in reserves the

right to cancel the registration of such User on the Website and any order that may have been placed by such User without refunding any payments which may have been made against the order. Users shall also be duty-bound to ensure that they are eligible as per the terms and conditions, to buy from Hosply.in.

5. USER ACCOUNT, PASSWORD, AND SECURITY:

1. In consideration of your use of the Website, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Website ("Registration Details"); (b) maintain and promptly update the Registration Details, and any other information you provide to Company, to keep it accurate, current and complete.

2. You will receive a password and account designation upon completing the Website's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Hosply.in of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

6. COMMUNICATIONS:

When you use the Website or send emails or other data, information or communication to us, you agree and understand that you are communicating with us through electronic records and you consent to receive communications via electronic records from us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise. You further agree to receive transactional SMSs and emails from us, with updates about your transactions.

7. SERVICES OFFERED:

1. Hosply.in provides a number of internet-based services through the Website (all such services, collectively, the "Service(s)"). One such service enables Buyer to purchase clinical supplies such as facemasks, gloves, and other healthcare and clinical requirement products produced by various manufacturers. The Products can be purchased through the Website through various methods of payments offered such as Credit Card, Debit Card, Wallets, Net Banking, UPI, etc.

2. The sale/purchase of Products shall be additionally governed by specific policies like Return/Replacement Policy, Privacy Policy, etc., and all of which are incorporated here by reference. In addition, these Terms and policies may be further supplemented by Product specific conditions, which may be displayed on the webpage of that Product.

8. PRIVACY POLICY:

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of Hosply.in, which is incorporated in these Terms by reference. The User further consents that the terms and contents of such Privacy Policy are acceptable to him/her.

9. USER CONDUCT AND RULES:

1. The User shall at all times while accessing and/ or using the services of this Website abide by the following principles.

2. The User shall not host, display, upload, modify, publish, transmit, update or share any information, including but not limited to, content, image or graphic, which:

i. belongs to another person and to which the User does not have any right to;

ii. is grossly false, inaccurate, harmful, harassing, abusive, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing in any manner, whatsoever;

iii. is misleading or harms minors in any way;

iv. is patently offensive to the online community, such as sexually explicit content or provides material that is violent or otherwise inappropriate or solicits personal information from anyone or provides content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

v. involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

vi. infringes upon or violates any third party's rights, including, but not limited to, intellectual property rights, which includes patents, trademarks, copyrights or other proprietary rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;

vii. contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

viii. provides information violating someone's privacy, or provides or creates computer viruses;

ix. contains video, photographs, or images of another person, without that person's consent; impersonates another person;

x. tries to gain unauthorized access or exceeds the scope of authorised access to the Website or to profiles, account information, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;

xi. interferes with another User's use and enjoyment of this Website or refers to any other website or URL, that in Hosply.in's sole discretion, contains material that is inappropriate for this Website or any other website, contains content which is prohibited or violates the letter or spirit of these Terms of Use;

xii. violates any law for the time being in force;

xiii. deceives or misleads the addressee and/ or other Users about the origin of such messages or communicates, or contains any information which is grossly offensive or menacing in nature;

xiv. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

xv. 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 cognizable offence or prevents investigation of any offence or is insulting for any other nation.

3. The User shall not use the Website for any unlawful and fraudulent purposes, which may cause annoyance and inconvenience and abuses any policy and rules of Hosply.in and/ or interrupt or causes to interrupt the use of this Website by other Users.

4. The User shall not use any false e-mail address, impersonates any person or entity, or otherwise misleads Hosply.in by sharing multiple address and phone numbers or transacting with malafide intentions.

5. The User shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.

6. The User shall not pretend that User is, or that User represents, someone else, or impersonate any other individual or entity.

7. The User shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Website, materials or its content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Website.

8. The User shall not create liability for Hosply.in or cause Hosply.in to lose (in whole or in part) the services of the Hosply.in's internet service provider ("ISPs") or other suppliers.

9. The User shall at all times abide by the requirements of the Information Technology Act, 2000 and the rules, regulations, policies, guidelines, bye laws and notifications made thereunder and/ or any law which is applicable for the time being in force while uploading any content, accessing, or using the services offered by this Website. The User hereby unequivocally declares that in case of violation of any of the provisions of the Information Technology Act, 2000 and/ or rules, regulations, bye-laws, policies, guidelines and notifications made thereunder and/ or any law which is applicable for the time being in force, the User shall be solely responsible at his/ her own costs for all acts, deeds and things and the User shall be liable for any kind of civil or criminal liability there under.

10. In the event of the User not complying with these requirements, Hosply.in shall have the right to immediately terminate the access or usage rights of the User to the Website and remove any non-compliant information.

11. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

10. USER WARRANTY AND REPRESENTATION:

The User guarantees, warrants, and certifies that the User is the owner of the content which the User submits or is otherwise authorised to use the content and that the content does not infringe upon the property rights, intellectual property rights or other rights of others. The User further warrants that to your knowledge, no action, suit, proceeding, or investigation has been instituted or threatened relating to any content, including trademark, trade name, service mark, and copyright formerly or currently used by the User in connection with the Services rendered or Products sold by Hosply.in.

11. BUYER WARRANTY AND REPRESENTATION :

The Buyer guarantees, warrants, and certifies that the Product(s) purchased on the Website by the Buyer shall be used by registered medical practitioners and/or qualified technicians only.

12. EXCLUSION OF LIABILITY REGARDING DESCRIPTION OF PRODUCTS:

1. Hosply.in does not guarantee that the Product delivered to the Buyer shall correspond exactly with the image displayed on the Website. All images of Products are purely for illustration and reference purposes. Hosply.in does not accept responsibility for differences between the image on the Website and the actual appearance of the Product. The quality of any Product, Service, information, or other material purchased or obtained by you through the Website may not meet your expectations. Hosply.in does not provide or make any representation, warranty or guaranty, express or implied about the Services or Products. Hosply.in does not make any representation or warranty as to specifics (such as quality, value, saleability, etc.) of the Products proposed to be sold or offered to be sold or purchased on the Website.

2. You shall check and confirm the colour/model/version/expiry period and any other such particulars of the Products before placing the order. Hosply.in accepts no liability for any errors or omissions, whether on behalf of itself or third parties.

3. Alterations to certain aspects of your order such as the Product brand, size, pack etc. may be required due to limitations caused by availability of Products. If you agree to such alterations, then Hosply.in shall send you an approval request on the email ID submitted by you during the registration process. If you do not agree with the requested change, you retain the right to reject the requested change by replying to it within 10 days of it being sent to you. If you reject this request, your order will be cancelled and your payments made, if any, will be fully refunded.

4. Hosply.in will not be liable to replace the Products and the liability to replace any such Product is that of the OEM. Hosply.in and the Buyer acknowledge that the Products purchased/used are a subject matter of original OEM's warranties. Any or all claims in relation to returns and replacement shall be made to the concerned OEM only and not Hosply.in. However, Hosply.in may assist the customer in lodging a complaint to get the Product replaced or serviced. The Buyer acknowledges that the Products once sold will not be exchanged or taken back unless the seal of the package or the Product is intact.

13. INTELLECTUAL PROPERTY RIGHTS:

1. All content included on the Website, such as designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the property of Hosply.in with all rights reserved. You acknowledge and agree that you shall not use, reproduce or distribute any Site Content from the Website belonging to Hosply.in.

2. All products listed on the web-site are independently acquired from distributors and/or suppliers of the same. The trademark and other IP used in relation to such products are the property of their respective trademark holders. Hosply.in is not affiliated, endorsed or sponsored by these trademark holders.

3. Notwithstanding the foregoing, it is expressly clarified that you will retain ownership and shall solely be responsible for any content that you provide or upload when using any Service or transacting through the Website, including any text, data, information, images, photographs, music, sound, video or any other material which you may upload, transmit or store when making use of our various Services or transacting through the Website.

14. LINKS TO THIRD PARTY SITES:

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Hosply.in or the Website and Hosply.in is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Hosply.in is not responsible for any form of transmission, whatsoever, received by you from any Linked Site. Hosply.in is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Hosply.in or the Website of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

15. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY:

1. Hosply.in endeavours to ensure that all the information on the Website is correct, but Hosply.in neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, Product or Service.

2. In no event shall Hosply.in be liable for any direct, indirect, consequential, exemplary, punitive, incidental, multiple, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the Services or Products; (b) unauthorized access to or alteration of the user's transmissions or data; (c)

any other matter relating to the Services or Products; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Website or Service or any claim arising out of or in connection to the Products sold on the Website.

3. Hosply.in shall not be responsible for any claims arising out of the use of the Website, whether based on contract, tort, negligence, strict liability or otherwise. Further, Hosply.in shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond Hosply.in's control.

4. Hosply.in SHALL NOT BE LIABLE FOR BREACH OF ANY WARRANTY SERVICED BY THE PRODUCT MANUFACTURER. ANY WARRANTY SERVICED BY A PRODUCT MANUFACTURER SHALL BE THEIR SOLE RESPONSIBILITY AND THEY SHALL ACCORDINGLY BE LIABLE FOR ANY BREACH OF SUCH WARRANTY.

5. The User understands and agrees that any material and/or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data.

6. User downloads information from this site at this own risk. Website makes no warranty that downloads are free of corrupting computer codes, including, but not limited to, viruses and worms.

7. To the maximum extent permitted by applicable law, our total liability to you for any damages (regardless of the foundation for the action) shall not exceed in the aggregate the amount actually paid by you to us in relation to any Product or Service.

8. You understand and agree that the Service and the Products provided are on an "AS IS" and "AS AVAILABLE" basis and that Hosply.in does not assume any responsibility for prompt or proper delivery, or retention of any User information or communications between Users. Hosply.in expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Hosply.in makes no warranty that (i) the Services or the Products purchased will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from use of the Service will be accurate or reliable, (iv) the quality of any Products, Services, information, or other material purchased or obtained by you through the Service will meet your expectations, and (v) any errors in the software will be corrected.

9. No advice or information, whether oral or written, obtained by you from Hosply.in or through or from the Hosply.in Service shall create any warranty not expressly stated in these Terms.

16. INDEMNIFICATION:

You agree to indemnify Hosply.in from and against any and all losses, liabilities, claims including third party claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Hosply.in that arise out of, result from, or may be

payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms.

17. ORDERING:

1. Orders by Buyers and/or Users are subject to acceptance by Hosply.in as per the availability of the Product. If a Buyer/User places an order on Hosply.in's Website, this shall constitute acceptance of these Terms as listed on Website by the customer. No terms and conditions that either vary or are contrary to these Terms of Use shall be binding upon Hosply.in unless specifically agreed to in writing and signed by Hosply.in.

18. PAYMENT, PRICING & PROMOTIONS:

1. You shall be solely responsible for compliance of all applicable Indian laws while making payments to Hosply.in.

2. Invoices will be dated as of the date of the shipment, and unless otherwise agreed in writing, are payable on an open account immediately at the time of order or at the time of delivery of items as per the payment option chosen by the Buyer. All payments shall be made in Indian Rupees and may be made online through the available payment mechanisms. Hosply.in may suspend shipment of Products to Buyers whose previous dues are unpaid, at no liability to Hosply.in.

3. Prices for Products are described on our Website and are incorporated into these Terms by reference. All prices are in Indian rupees. Due to manufacturers' price increases or decreases or other events outside of Hosply.in's reasonable control, pricing is subject to change without prior notification. Prices are all inclusive of taxes except octroi. Prices, Products and Services may change at Hosply.in's discretion.

4. There may be special contests, referral programmes, loyalty programmes and promotional activities ("Offers") conducted by Hosply.in. Any such Offer may result in the User receiving discounts, coupons, vouchers, special offers etc("Rewards"). Hosply.in reserves the right to accept or reject any User's participation in such Offers at its sole discretion.

5. Such Rewards can only be applied at the time of order or as may be provided and may not be applied to any previous orders. Prices and Products are subject to change without notice. The Rewards and schemes may be withdrawn and/or changed without notice. Items under Offers and other schemes are available only till stocks lasts. Hosply.in reserves the right to reject the cancellation requests on items sold under such Offers and schemes and also reserves the right to reject the redemption of points as received by the User in an Offer without providing any reason for such rejection.

6. Such Rewards cannot be transferred, negotiated or sold and cannot be redeemed against cash. Hosply.in shall not be responsible to compensate you in any manner for the unused/invalidated Rewards including providing an alternate Reward.

7. While availing any of the payment method/s available on the Website, Hosply.in will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to you due to

lack of authorization for any transaction/s, or exceeding the preset limit mutually agreed between you and "Bank/s", or any payment issues arising out of the transaction, or decline transaction for any other reason/s.

8. All payments made against the purchases/services on Website by you shall be compulsorily in Indian Rupees acceptable in the Republic of India. We will not facilitate any transactions with respect to any other form of currency with respect to the purchases made on the Website.

9. Before shipping / delivering your order to you, Hosply.in may request you to provide supporting documents (including but not limited to Govt. issued ID, address proof and proof of educational qualifications) to establish the ownership of the payment instrument used by you for your purchase. This is done in the interest of providing a safe online shopping environment to our Users.

19. CREDIT PURCHASES:

1. Credit facility for a specified period of time may be made available to you by Hosply.in. Your usage of the Credit facility implies your acceptance of the terms and conditions offered by Hosply.in with respect to that facility. You agree to make payments against your purchases, within specified timeframes, as communicated to you by Hosply.in from time to time. In case of non-payment of dues within the pre-communicated timeframes, Hosply.in may take necessary actions, including legal recourse, to recover the dues.

2. Hosply.in offers its credit facility only to select customers, based on pre-determined criteria. The decision to offer the credit facility is solely at the discretion of Hosply.in. Hosply.in may refuse the same to any customer, without offering any explanation. Hosply.in is free to revoke the Credit facility offered to any customer, at any point in time, without offering any explanations.

20. FEE POLICY:

Membership on the Website is free for Users. Hosply.in does not charge any fee for browsing and buying on the Website. However, Hosply.in reserves the right to change its Fee Policy from time to time. Hosply.in may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event Hosply.in reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees.

21. SHIPPING AND TRANSFER OF TITLE & RISK:

Title of the Product/s and risk of loss for all Product/s ordered by you shall pass on to you upon Hosply.in's delivering the Product/s to the shipping carrier for the purpose of delivery to the Buyer.

22. TERMINATION:

1. Hosply.in may suspend or terminate your use of the Website or any Service if it in its sole and absolute discretion, believes that you have breached, violated, abused, or unethically manipulated or exploited any of these Terms or anyway otherwise acted unethically.
2. Notwithstanding Section 23.1 above, these Terms will survive indefinitely unless and until Hosply.in chooses to terminate them.
3. If you or Hosply.in terminate your use of the Website or any Service, Hosply.in may delete any content or other materials relating to your use of the Service and Hosply.in will have no liability to you or any third party for doing so.
4. You shall be liable to pay for any Service or Product that you have already ordered till the time of Termination by either party whatsoever.

23. GOVERNING LAW:

1. Terms shall be governed by and construed in accordance with the laws of India and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Ahmedabad.
2. Any dispute or claim relating to the services rendered by the Website, its enforceability or termination under these Terms and/ or other policies available on the Website shall be governed by the Arbitration and Conciliation Act, 1966 by a sole arbitrator, who shall be appointed by Hosply.in. The place of Arbitration shall be Ahmedabad and the language of proceedings shall be English.

24. SEVERABILITY:

If any provision of the Terms is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of these Terms shall continue to be in full force and effect.

25. DISCLAIMER:

At present, Medical Device Rules 2017 do not prohibit the sale of any item listed on this Website. However, if the Medical Device Rules 2017 are subsequently revised to include any item currently sold on our Website, then such items shall not be available to the Users and any monies paid for the prohibited item shall be refunded to the respective User.

26. REPORT ABUSE:

As per these Terms, Users are solely responsible for every material or content uploaded on to the Website. Users can be held legally liable for their contents and may be held legally accountable if their contents or material include, for example, defamatory comments or material protected by copyright, trademark, etc. If you come across any abuse or violation of these Terms, please report to info@hosply.in.