

WEBSITE TERMS OF USE

The website at <https://zoompharmacy.co.nz/> (the **Website**) is owned by ZOOM Health Limited (referred to herein together with ZOOM Care Limited as **ZOOM, our, us** or **we**). These terms of use apply to your browsing and use of the Website. By accessing and/or continuing to use the Website you agree to be bound by these terms of use.

Amendments

We may amend these terms of use from time to time, so you should check and read these terms of use regularly. By continuing to use the Website after any such amendment, you are deemed to have agreed to the amended terms of use. We recommend that you check the current terms of use on our Website from time to time to take note of any changes we make, as they are binding on you.

The illegality, invalidity or unenforceability at any time of any provision of these terms of use under any law, will not affect the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under any other law.

Website availability

You acknowledge that the Website and/or some functionality of the Website may not always be available. ZOOM will not be liable to you in respect of any inability to access or use the Website at any time.

Intellectual Property

All intellectual property on the Website, including without limitation, the text, graphics and copyright works is owned by, or licensed to, us (or our relevant content supplier). We (or our relevant content supplier) are the exclusive owner or licensee of all rights in the compilation, design and layout of the Website.

Site Rules

You may access, view, reproduce and print the content on the Website provided that you only use that content for your personal use or otherwise in relation to purchasing or considering purchasing any products we offer through the Website or using or considering using any of the services we offer or provide through the Website. If you wish to link to any part of the Website, you must obtain our prior written consent.

Limitation of Liability & Indemnity

To the maximum extent permitted by law:

- all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limitation:
 - suitability, fitness for purpose, accuracy or completeness of the Website or the content on or accessed through it; and
 - availability, quality, merchantability, suitability or fitness for purpose of any products ordered through the Website;

- we do not accept any liability, direct or indirect, for any personal injury, harm, damage, loss or expense, or indirect/special losses or consequential damages of any kind (howsoever arising), suffered or incurred by you:
 - in connection with your access to or use of the Website or the content on or accessed through it; or
 - attributable to any adverse reactions you may have as a direct or indirect result of your use of any products ordered through the Website, even if such loss was, or should have been, within our contemplation.

You will indemnify and hold each of ZOOM, its officers, directors, employees and agents, harmless from and against any claims, actions or demands or liabilities including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these terms of use, whether by act, omission or negligence, including but not limited to any claims involving intellectual property, trademarks or copyrights.

If the Consumer Guarantees Act 1993 applies, you may have rights or remedies which are not excluded nor limited by the above. If you are using the Website or its content for business purposes, the above exclusions and limits will apply and the Consumer Guarantees Act 1993 will not apply.

Information Disclaimer

Although we have endeavoured to ensure that all content on the Website is current, accurate and complete, we do not guarantee that such content will be current, accurate or complete when you access it. We will take action, within a reasonable time, to correct any error or inaccuracy which is brought to our attention.

Any information or other content provided on or accessed through the Website (including but not limited to information relating to medical and health conditions, products and treatments) is provided for informational purposes only and should not be used:

- as a substitute for advice provided by your healthcare professional or any information contained on or in any product packaging or labels; or
- for the purpose of diagnosing, treating, curing or preventing a health problem or disease (or attempting to do so).

If you have any concerns about your health or you are starting any new medical treatment or continuing an existing medical treatment, you should consult a healthcare professional. Professional advice is required for each particular illness, disease, infection, injury or other medical condition and for dosages of pharmaceutical products supplied via the Website. Information or other content provided on or accessed through the Website is not to be taken as any sort of medical advice whatsoever. You take full and total responsibility for what you do with this information and any resulting outcomes from your actions. **NOTHING CONTAINED ON OR ACCESSED THROUGH THE WEBSITE IS INTENDED TO BE OR SHOULD BE TAKEN FOR MEDICAL DIAGNOSIS OR TREATMENT.**

Right to prevent/limit supply

ZOOM reserves the right to:

- prevent or limit the supply of any product that may, in its opinion, constitute a hazard to health;
- prevent the supply of excessive or unnecessary quantities of products, especially when the relevant products are known to have abuse potential;
- refuse or cancel any product orders that ZOOM believes, in its sole discretion, to be placed for commercial purposes; and/or
- refuse or cancel any product orders that ZOOM believes, in its sole discretion, to have been placed fraudulently.

Order & payment

If you place an order through our Website it will constitute an offer to buy from us the products referred to in the order at the price stated on the Website at the time you place the order and on these terms. ZOOM reserves the right to alter prices at any time by changing the price on the Website. Prices quoted on the Website are in New Zealand dollars and are inclusive of GST. We will not be bound to proceed with an order unless it has been accepted by us either through the Website, by email or otherwise.

When you place an order on the Website, payment is made via credit card. ZOOM currently accepts Visa and MasterCard. The company name that will appear on your credit card statement will be ZOOM Care Limited (trading as ZOOM Pharmacy). All credit card payments are transacted through Payment Express to protect your privacy and the security of your credit card information. Other payment methods are available on request.

Delivery

Products ordered by you through the Website will be delivered by courier to the New Zealand address provided by you through the Website. Please note that:

- Certain products will require a signature on delivery and cannot be left under any circumstances. "Authority to Leave" requests may be permitted for some products where you have completed the appropriate "Parcel Leave" form authorising NZ Post to do so (note terms and conditions apply, see the following link for further details: <https://www.nzpost.co.nz/personal/receiving-mail-parcels/receiving-your-parcels/parcel-leave>).
- If you choose to have products delivered using the "Parcel Leave" service you indemnify and hold each of ZOOM, its officers, directors, employees and agents, harmless from and against any claim for any loss or damage to products after delivery if left in accordance with your "Authority to Leave" request.
- All delivery addresses must be a physical address in New Zealand. PO Box or Private Bag addresses will not be accepted.
- Risk of loss or damage to any products will pass to you upon delivery of the products to your delivery address.

You may choose a NZ Post Shop as a Parcel Collect location for your delivery address. To use this service you must have a NZ Post account, create a Parcel Collect address and specify that address as your delivery address. When collecting products from a Parcel Collect location you, or the person collecting the products, must have photo identification and state on request that the sender of the parcel is "Parcel Wings" (the logistics partner of ZOOM Pharmacy).

More information about NZ Post Parcel Collect can be found by clicking the following link:

<https://www.nzpost.co.nz/personal/receiving-mail-parcels/receiving-your-parcels/parcel-collect-service>.

You acknowledge and accept that any person present at the specified delivery address (including any Parcel Collect location) at the time of the delivery is authorised by you to be your receiving agent and is acting on your behalf for the purposes of accepting delivery of the products.

Estimated delivery times provided through the Website are estimates only and actual delivery times will vary. As an indication, delivery times within greater Auckland are typically 1-2 days; rural NZ may take up to 3 days.

Faulty, damaged or incorrect products delivered

All complaints that the products supplied are faulty, damaged or do not correspond to the products ordered must be made by telephone or email to ZOOM within 10 working days after the receipt of the products by you. To the extent that any products you receive are faulty, damaged or incorrect, ZOOM Pharmacy will exchange or refund your order.

Please contact ZOOM Pharmacy customer services by phone 0508 966 622, or by email: help@zoompharmacy.co.nz to advise that products supplied are faulty, damaged or do not correspond to the products and ordered and to arrange a courier to collect the faulty, damaged or incorrect products.

If no complaint is received within the 10-working day period, you will be deemed to have accepted that the products supplied are not faulty or damaged and correspond to the products ordered.

Undelivered products

All complaints that products ordered have not been delivered to the specified delivery address must be made by telephone or email to ZOOM within 14 working days after the date you placed the order through the Website.

Please contact ZOOM Pharmacy customer services by phone 0508 966 622, or by email: help@zoompharmacy.co.nz to report the undelivered products for investigation.

If no complaint is received within the 14-working day period, the products will be deemed to have been delivered to you in accordance with your order.

Third Party websites

The Website may contain links to third party websites. These websites have not been established by us and are not owned or controlled by us. We do not check, endorse, approve or agree with third party websites the Website links to.

Cookies

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of the Website may become inaccessible or not function properly.

Privacy Policy

The Privacy Policy available on the Website sets out how we collect, use, disclose and protect your personal information and health information. The Privacy Policy (as amended from time to time in accordance with its terms) forms a part of these Website terms of use.

Jurisdiction and Governing Law

These terms of use, the Website and content accessed therein has been prepared in accordance with the requirements of New Zealand law. These terms of use and any matters or disputes connected with the Website or products ordered through the Website will be governed by New Zealand law and will be subject to the non-exclusive jurisdiction of the New Zealand courts.

These terms of use were last updated in December 2022