

ZOOM Pharmacy App Terms and Conditions

*These terms and conditions (**Terms**) for the ZOOM Pharmacy mobile application (the **ZOOM Pharmacy App**) are issued by New Zealand based ZOOM Health Limited (the **Developer**) and apply to your access to and use of the ZOOM Pharmacy App and should be read carefully. By downloading and/or using the ZOOM Pharmacy App you agree to be bound by these Terms.*

*The Developer is the owner or licensee of certain medical software and other intellectual property which it licences to ZOOM Care Limited (trading as ZOOM Pharmacy) for use in the operation of a New Zealand pharmacy licensed under the Medicines Act 1981 (**ZOOM Pharmacy**) (the Developer, ZOOM Care Limited and ZOOM Pharmacy are referred to together in these Terms as "**ZOOM**", "**we**", "**our**" or "**us**").*

*The ZOOM Pharmacy App is a mobile application designed to provide patients (**you**) with a way of ordering and paying for medicines (**medicines**) prescribed to you by a "**prescriber**" (being a person who is either an "authorised prescriber" or a "delegated prescriber" as those terms are defined in the Medicines Act 1981) and having the prescriptions filled by ZOOM Pharmacy and the medicines shipped to your address. The ZOOM Pharmacy App can also deliver relevant information about the medicines, send notifications and reminders to you and your prescriber and record your responses as evidence of your progress.*

ZOOM Health Ltd

PO Box 90685

Victoria Street West

Auckland 1142

New Zealand

1 INTELLECTUAL PROPERTY, LICENCE AND RESTRICTIONS

- 1.1 The Developer owns all copyright and other intellectual property in the ZOOM Pharmacy App. Everything on the ZOOM Pharmacy App, unless otherwise stated, is copyright.
- 1.2 Subject to your compliance with these Terms, the Developer grants you a limited, non-exclusive, revocable, non-transferrable licence to:
 - 1.2.1 access and use the ZOOM Pharmacy App on your personal device solely in connection with ordering and paying for medicines, receiving information in respect of those medicines and your adherence to those medicines; and
 - 1.2.2 access and use any content, information and related materials that may be made available through the ZOOM Pharmacy App, in each case solely for your personal, non-commercial use.
- 1.3 Any rights not expressly granted herein are reserved by the Developer.

- 1.4 You may not:
- 1.4.1 remove any copyright, trademark or other proprietary notices from the ZOOM Pharmacy App;
 - 1.4.2 reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the ZOOM Pharmacy App except as expressly permitted by the Developer;
 - 1.4.3 decompile, reverse engineer or disassemble the ZOOM Pharmacy App;
 - 1.4.4 link to, mirror or frame any portion of the ZOOM Pharmacy App;
 - 1.4.5 cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the ZOOM Pharmacy App or unduly burdening or hindering the operation and/or functionality of any aspect of the ZOOM Pharmacy App; or
 - 1.4.6 attempt to gain unauthorised access to or impair any aspect of the ZOOM Pharmacy App or its related systems or networks.

2 **PRESCRIPTION MEDICINES**

- 2.1 Where you use the ZOOM Pharmacy App to have your prescription filled by ZOOM Pharmacy medicines information will be available to you through the ZOOM Pharmacy App.

3 **YOUR RESPONSIBILITIES AS USER**

- 3.1 Use of the ZOOM Pharmacy App requires third party services and equipment such as a compatible mobile device (which must not be jailbroken or rooted), internet access and a telecommunications carrier. Obtaining and maintaining the equipment and services necessary to use the ZOOM Pharmacy App is your responsibility. The Developer is not responsible for equipment defects, lack of service, or other issues arising from third party services or equipment.
- 3.2 You are also responsible for maintaining the confidentiality of your user identification and password (if any) necessary to access the ZOOM Pharmacy App. You will not disclose or share your password to or with third parties or use your password for any unauthorised purpose. Any unauthorised use of your user identification or password is your responsibility. You will not use or otherwise export the ZOOM Pharmacy App except as authorised by these Terms and New Zealand law.

4 **ACKNOWLEDGEMENTS**

- 4.1 You acknowledge that when you agree to be referred to use the ZOOM Pharmacy App either by your prescriber (at the time you are prescribed medicine) or a pharmacy (when you present a prescription for fulfilment):
- 4.1.1 your personal details (including contact details) will be disclosed to the Developer and ZOOM Pharmacy and you will receive a text invitation to download the ZOOM Pharmacy App;

- 4.1.2 when you receive the text invitation and download the ZOOM Pharmacy App you must complete the registration process (including acceptance of these Terms) before you can use the ZOOM Pharmacy App to have your prescription filled by ZOOM Pharmacy and have the medicines shipped directly to you at your nominated address; and
- 4.1.3 your prescription will be sent to ZOOM Pharmacy for fulfilment and, where you are referred by your prescriber, you will not receive a hard copy prescription.
- 4.2 You acknowledge that when you download the ZOOM Pharmacy App directly from the app store (either independently or by texting ZOOM to 4040) and complete the registration process (including acceptance of these Terms):
 - 4.2.1 your personal details (including contact details) will be disclosed to the Developer and ZOOM Pharmacy and those details may be used by a ZOOM Pharmacy pharmacist to contact you in respect of your use of the ZOOM Pharmacy App;
 - 4.2.2 in order to have prescribed medicines listed in the ZOOM Pharmacy App, receive information about the medicines and make payment for medicines you can send an electronic copy of your prescription to ZOOM Pharmacy by fax, email or other electronic means; and
 - 4.2.3 in order to have a prescription filled by ZOOM Pharmacy and have the medicines shipped to your nominated address you must post the original hard copy prescription to Freepost ZOOM, PO Box 90685, Victoria Street West, Auckland 1142. ZOOM Pharmacy will not despatch any medicine until an original prescription is received.
- 4.3 You acknowledge and agree that if you use the ZOOM Pharmacy App to have your prescription filled by ZOOM Pharmacy your personal details and details of your prescription (including NHI number, review date, medicine name, dose, frequency and duration) will be disclosed to ZOOM Pharmacy and to your local DHB repository and you consent to such disclosure. You may subsequently opt out of disclosure to the relevant DHB repository by contacting ZOOM Pharmacy on 0508 966 622.
- 4.4 You agree to the following:
 - 4.4.1 before medicines are dispensed and shipped you will make payment in full either:
 - 4.4.1.1 through the ZOOM Pharmacy App or payment form via the third party payment provider engaged by the Developer (Payment Express); or
 - 4.4.1.2 where you have been referred by a pharmacy, to the relevant pharmacy at the time you present your prescription for fulfilment.
 - 4.4.2 Your responses to reminders in the ZOOM Pharmacy App and your progress results are recorded in the ZOOM Pharmacy App and may be shared with your prescriber.

- 4.4.3 Prior to having your prescription filled by ZOOM Pharmacy through the ZOOM Pharmacy App you will inform ZOOM Pharmacy either through the ZOOM Pharmacy App or by contacting ZOOM Pharmacy on 0508 966 622:
 - 4.4.3.1 of all medicines (whether prescribed or over the-counter) you are taking;
 - 4.4.3.2 if you have ever experienced an allergy to any medicine you have taken before e.g. swelling, breathing difficulties, rash and/or itch; and
 - 4.4.3.3 if you have ever had an adverse reaction to a medicine e.g. diarrhoea, vomiting, headache.
- 4.4.4 A ZOOM Pharmacy pharmacist will contact you and/or your prescriber if:
 - 4.4.4.1 there is any clinically significant interaction with your prescribed medicines;
 - 4.4.4.2 your responses (or lack thereof) to adherence prompts indicate that you have not started taking the prescribed medicine(s) or are not taking the medicines(s) as prescribed; or
 - 4.4.4.3 you report an adverse reaction to a prescribed medicine (depending on the severity of the reaction recorded).
- 4.4.5 The ZOOM Pharmacy App will notify you of your next medicine repeat. If you request a repeat through the ZOOM Pharmacy App:
 - 4.4.5.1 You authorise ZOOM Pharmacy to contact your prescriber directly to request a repeat prescription;
 - 4.4.5.2 If the request is approved by your prescriber you will be notified via the ZOOM Pharmacy App that your repeat prescription is ready and you will be required to pay for the prescription (including your prescriber's repeat fees if applicable) through the ZOOM Pharmacy App; and
 - 4.4.5.3 Once payment is received the repeat prescription will be filled by ZOOM Pharmacy and the medicines will be shipped directly to you.
- 4.4.6 You will answer a short survey about your experience with the ZOOM Pharmacy App on completion of your prescribed course of the medicines.
- 4.5 You acknowledge and agree that you must contact ZOOM Pharmacy directly to nominate your family members in the ZOOM Pharmacy App database if you wish to add the prescriptions of those family members towards a family exemption for the annual prescription levy.
- 4.6 You acknowledge and agree that ZOOM reserves the right of its pharmacists to exercise their professional judgement to:
 - 4.6.1 prevent or limit the supply of any medicine that may, in their professional opinion, constitute a hazard to health;

- 4.6.2 prevent the supply of excessive or unnecessary quantities of medicines, especially when the relevant medicines are known to have abuse potential;
 - 4.6.3 refuse or cancel any medicine orders that ZOOM believes, in its sole discretion, to be placed for commercial purposes; and/or
 - 4.6.4 refuse or cancel any medicine orders that ZOOM believes, in its sole discretion, to have been placed fraudulently.
- 4.7 You acknowledge that the ZOOM Pharmacy App and/or some functionality of the ZOOM Pharmacy App may not always be available. ZOOM will not be liable to you in respect of any inability to access or use the ZOOM Pharmacy App at any time.

5 ORDER & PAYMENT

- 5.1 If you place an order through the ZOOM Pharmacy App it will constitute an offer to buy from us the medicines referred to in the order at the price quoted on the ZOOM Pharmacy App at the time you place an order and on these Terms. ZOOM reserves the right to alter prices at any time. Prices quoted on the ZOOM Pharmacy App 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 through the ZOOM Pharmacy App.
- 5.2 When you place an order in the ZOOM Pharmacy App, 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.
- 5.3 Medicines ordered through the ZOOM Pharmacy App are provided on an "as is" and "as available" basis. If the medicines ordered by you are not readily available, ZOOM Pharmacy will contact you to determine whether you wish to wait for delivery of your order. Should you not wish to continue with the order, ZOOM Pharmacy will refund the payment in full and:
- 5.3.1 where you have been referred by your prescriber, you can collect the original hard copy prescription from your prescriber to be filled at the pharmacy of your choice;
 - 5.3.2 where you have been referred by your pharmacy, you can collect the original hard copy prescription from the pharmacy to be filled at an alternative pharmacy of your choice; or
 - 5.3.3 where you downloaded the ZOOM Pharmacy App directly from the app store and posted the original hard copy prescription to ZOOM Pharmacy, ZOOM Pharmacy will return the hard copy prescription to you at your nominated address to be filled at the pharmacy of your choice.

6 DELIVERY

- 6.1 Medicines ordered by you through the ZOOM Pharmacy App will be delivered by courier to the New Zealand address provided by you in the ZOOM Pharmacy App. Please note that:

- 6.1.1 Certain medicines will require a signature on delivery and cannot be left under any circumstances. "Authority to Leave" requests may be permitted for some medicines 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>).
- 6.1.2 If you choose to have medicines delivered using the "Parcel Leave" service you indemnify and hold each of the Developer and ZOOM Care Limited (trading as ZOOM Pharmacy), its officers, directors, employees and agents, harmless from and against any claim for any loss or damage to medicines after delivery if left in accordance with your "Authority to Leave" request.
- 6.1.3 All delivery addresses must be a physical address in New Zealand. PO Box or Private Bag addresses will not be accepted.
- 6.1.4 Risk of loss or damage to any medicines will pass to you upon delivery of the medicines to your delivery address.
- 6.2 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 medicines from a Parcel Collect location you, or the person collecting the medicines, 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>.
- 6.3 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 medicines.
- 6.4 Estimated delivery times provided through the ZOOM Pharmacy App are only estimates and times will vary. As an indication, delivery times within greater Auckland are typically 1-2 days; rural NZ may take up to 3 days.

7 LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 You acknowledge that, to the maximum extent permitted by law, each of the Developer and ZOOM Care Limited (trading as ZOOM Pharmacy):
- 7.1.1 disclaim all representations, warranties and guarantees (whether express, implied or statutory), including without limitation suitability, fitness for purpose, accuracy or completeness of the ZOOM Pharmacy App or the content on or accessed through it;
- 7.1.2 disclaim all representations, warranties and guarantees (whether express, implied or statutory), including without limitation availability, quality, merchantability, suitability or fitness for purpose of any medicines ordered through the ZOOM Pharmacy App;

- 7.1.3 do not accept any liability, direct or indirect, for any loss, damage or expenses of any kind which may directly or indirectly result from your access to or use of the ZOOM Pharmacy App or the content on or accessed through it or any medicines ordered through it. You are solely responsible for the actions you take in reliance on the content on, or accessed through, the ZOOM Pharmacy App and the medicines you order through the ZOOM Pharmacy App; and
- 7.1.4 do not accept any liability, direct or indirect, for any personal injury, harm, loss, damage or expense of any kind directly or indirectly attributable to any adverse reactions you may have as a direct or indirect result of your use of any medicines prescribed to you by your prescriber and/or ordered through the ZOOM Pharmacy App.
- 7.2 You will indemnify and hold each of the Developer and ZOOM Care Limited (trading as ZOOM Pharmacy), 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, whether by act omission or negligence, including but not limited to any claims involving intellectual property, trademarks or copyrights.
- 7.3 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 ZOOM Pharmacy App or its content for business purposes, the above exclusions and limits will apply and the Consumer Guarantees Act 1993 will not apply.

8 FAULTY, DAMAGED OR INCORRECT MEDICINES DELIVERED

- 8.1 All complaints that the medicines supplied are faulty, damaged or do not correspond to the medicines ordered must be made by telephone or email to ZOOM Pharmacy within 10 working days after the receipt of the medicines by you. To the extent that any medicines you receive are faulty, damaged or incorrect, ZOOM Pharmacy will exchange or refund your order.
- 8.2 Please contact ZOOM Pharmacy customer services by phone 0508 966 622, or by email: pharmacist@zoompharmacy.co.nz to advise that medicines supplied are faulty, damaged or do not correspond to the medicines and ordered and to arrange a courier to collect the faulty, damaged or incorrect medicines.
- 8.3 If no complaint is received within the 10-working day period, you will be deemed to have accepted that the medicines supplied are not faulty or damaged and correspond to the medicines ordered.

9 UNDELIVERED MEDICINES

- 9.1 All complaints that medicines ordered have not been delivered to the specified delivery address must be made by telephone or email to ZOOM Pharmacy within 14 working days after the date you placed the order in the ZOOM Pharmacy App.
- 9.2 Please contact ZOOM Pharmacy customer services by phone 0508 966 622, or by email: pharmacist@zoompharmacy.co.nz to report the undelivered medicines for investigation.
- 9.3 If no complaint is received within the 14 working day period, the medicines will be deemed to have been delivered to you in accordance with your order.

10 INFORMATION DISCLAIMER

- 10.1 Although we have endeavoured to ensure that all content on the ZOOM Pharmacy App 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.
- 10.2 Any information or other content provided on or accessed through the ZOOM Pharmacy App (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:
- 10.2.1 as a substitute for advice provided by your healthcare professional or any information contained on or in any medicine packaging or labels; or
- 10.2.2 for the purpose of diagnosing, treating, curing or preventing a health problem or disease (or attempting to do so).
- 10.3 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 medicines or pharmaceutical products supplied via the ZOOM Pharmacy App. Information or other content provided on or accessed through the ZOOM Pharmacy App 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 ZOOM PHARMACY APP IS INTENDED TO BE OR SHOULD BE TAKEN FOR MEDICAL DIAGNOSIS OR TREATMENT.

11 JURISDICTION

These Terms are governed by, and to be interpreted in accordance with, the laws of New Zealand and any matters or disputes connected with the ZOOM Pharmacy App or these Terms will be subject to the non-exclusive jurisdiction of the New Zealand courts.

12 CHANGES TO THESE TERMS

These Terms may be modified by the Developer from time to time. Amendments will be effective upon the Developer's posting of such updated Terms on the ZOOM Pharmacy website at <https://zoompharmacy.co.nz/> (the **Website**) and/or the ZOOM Pharmacy App. Your continued access or use of the ZOOM Pharmacy App after such posting constitutes your consent to be bound by the Terms, as amended.

13 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 Terms.