

ZOOM Pharmacy Service Terms and Conditions

ZOOM Care Limited (trading as, and referred to herein as, “**ZOOM Pharmacy**”) and/or ZOOM Health Limited (shareholder of, and service provider to, ZOOM Pharmacy and referred to herein as the “**Developer**”) provide website features and products and services to you when you visit via the website at <https://zoompharmacy.co.nz/> (such website owned by the Developer and referred to herein as our “**Website**”) or any alternative means. Our provision of website features and products and services to you (via our Website or any alternative means), your use of the Website, your use of any ZOOM Pharmacy products or services provided to you by us, and any interactions or communications between you and ZOOM (whether via our Website or any alternative means) is referred to collectively in these terms and conditions as the “**ZOOM Pharmacy Service**”.

These terms and conditions (referred to herein as the “**Terms**”) for the ZOOM Pharmacy Service apply to your access to, and use of, the ZOOM Pharmacy Service and should be read carefully. By using any aspect of the ZOOM Pharmacy Service, 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 Pharmacy for use in the operation of its New Zealand pharmacy licensed under the Medicines Act 1981 (the Developer and ZOOM Pharmacy are referred to together in these Terms as “**ZOOM**”, “**we**”, “**our**” or “**us**”).

The ZOOM Pharmacy Service is designed to provide 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 dispensed by ZOOM Pharmacy and the medicines shipped to your address. As part of the ZOOM Pharmacy Service we can also deliver relevant information about the medicines to you, 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 Service. Everything forming part of the ZOOM Pharmacy Service (including but not limited to any software necessary for the provision of and/or use of the ZOOM Pharmacy Service, such software referred to herein as the “**ZPS Software**”), unless otherwise stated, is subject to the Developer’s 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 Service and/or the ZPS Software 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 to you through the ZOOM Pharmacy Service (including but not limited to content, information and related materials accessed by you via the Website) and/or via the ZPS Software, 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 any part of the ZOOM Pharmacy Service and/or the ZPS Software;
 - 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 any part of the ZOOM Pharmacy Service and/or the ZPS Software except as expressly permitted by the Developer;
 - 1.4.3 decompile, reverse engineer or disassemble the ZPS Software;
 - 1.4.4 link to, mirror or frame any portion of the ZPS Software;
 - 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 ZPS Software or unduly burdening or hindering the operation and/or functionality of any aspect of the ZOOM Pharmacy Service and/or any aspect of the ZPS Software; or
 - 1.4.6 attempt to gain unauthorised access to or impair any aspect of the ZOOM Pharmacy Service and/or the ZPS Software and/or related systems or networks.

2 PRESCRIPTION MEDICINES

- 2.1 Where you use the ZOOM Pharmacy Service to have your prescription filled by ZOOM Pharmacy medicines information will be made available to you through the ZOOM Pharmacy Service via the Website or alternative means.

3 YOUR RESPONSIBILITIES AS USER

- 3.1 Use of the ZOOM Pharmacy Service requires third party services and equipment (such as a compatible electronic device, which must not be jailbroken or rooted, with access to a web browser), internet access and a telecommunications carrier. Obtaining and maintaining the equipment and services necessary to use the ZOOM Pharmacy Service 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 Service. 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 any part of the ZOOM Pharmacy Service except as authorised by these Terms and New Zealand law.

4 ACKNOWLEDGEMENTS

- 4.1 You acknowledge that in certain instances, when you use the ZOOM Pharmacy Service, we may need to obtain health information held on your behalf by Te Whatu Ora – Health New Zealand (referred to hereafter as “**Health NZ**”) in order to provide services and/or products to you. We will use any such health information appropriately and comply with all laws applicable to us. Please review our Privacy Policy to understand our practices in respect of the collection of, and use of, health information (and our general privacy practices relating to any and all other information).
- 4.2 You acknowledge that when you agree to be referred to use the ZOOM Pharmacy Service either by your prescriber (at the time you are prescribed medicine) or a pharmacy (when you present a prescription for fulfilment):
- 4.2.1 your personal details (including contact details) will be disclosed to the Developer and ZOOM Pharmacy; and
 - 4.2.2 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.
- 4.3 When you elect to use the ZOOM Pharmacy Service directly (i.e. without being referred by your prescriber or a pharmacy to use the ZOOM Pharmacy Service as described in 4.2) you acknowledge and agree that by clicking “I have read and agree”, checking a related box to signify your acceptance, using any other acceptance protocol presented through the ZOOM Pharmacy Service (via the Website or otherwise) or otherwise affirmatively accepting these Terms:
- 4.3.1 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, and our provision of, the ZOOM Pharmacy Service;
 - 4.3.2 where you wish to order prescribed medicines using the ZOOM Pharmacy Service (and, as part of that service, you also wish to receive information about the prescribed medicines and make payment for the prescribed medicines ordered using the ZOOM Pharmacy Service), you must send an electronic copy of your prescription to ZOOM Pharmacy by fax, email or other electronic means; and
 - 4.3.3 in the event that you hold an original hard copy prescription and you wish to have that prescription filled by ZOOM Pharmacy and have the medicines shipped to your nominated address using the ZOOM Pharmacy Service, you must post the original hard copy prescription to ZOOM Pharmacy at Freepost ZOOM, PO Box 90685, Victoria Street West, Auckland 1142. ZOOM Pharmacy will not, under any circumstances, despatch any prescribed medicine ordered using the ZOOM Pharmacy Service pursuant to a hard copy prescription until the original hard copy prescription is received by ZOOM Pharmacy.

- 4.4 You acknowledge and agree that if you use the ZOOM Pharmacy Service to have your prescription filled by ZOOM Pharmacy you, your prescriber or a pharmacy will disclose your personal details and details of your prescription (including NHI number, review date, medicine name, dose, frequency and duration) to ZOOM Pharmacy and to Health NZ and we may need to collect further applicable health information held on your behalf by Health NZ and you consent to such disclosure/provision of that health information. You may subsequently opt out of disclosure to Health NZ by contacting ZOOM Pharmacy on 0508 966 622.
- 4.5 You agree to the following:
- 4.5.1 before medicines are dispensed and shipped you will make payment in full either:
- 4.5.1.1 through the ZOOM Pharmacy Service (via the Website or any alternative means) or payment form via the third party payment provider engaged by the Developer (Windcave); or
 - 4.5.1.2 where you have been referred by a pharmacy, to the relevant pharmacy at the time you present your prescription for fulfilment.
- 4.5.2 Your responses to reminders sent to you as part of the ZOOM Pharmacy Service and your progress results are recorded by ZOOM Pharmacy and may be shared with your prescriber.
- 4.5.3 Prior to having your prescription filled by ZOOM Pharmacy through the ZOOM Pharmacy Service you will inform ZOOM Pharmacy either through the ZOOM Pharmacy Service (via the Website) or by contacting ZOOM Pharmacy on 0508 966 622:
- 4.5.3.1 of all medicines (whether prescribed or over the-counter) you are taking;
 - 4.5.3.2 if you have ever experienced an allergy to any medicine you have taken before e.g. swelling, breathing difficulties, rash and/or itch; and
 - 4.5.3.3 if you have ever had an adverse reaction to a medicine e.g. diarrhoea, vomiting, headache.
- 4.5.4 A ZOOM Pharmacy pharmacist will contact you and/or your prescriber if:
- 4.5.4.1 there is any clinically relevant issue that needs resolution/confirmation prior to ZOOM Pharmacy dispensing your prescribed medicines;
 - 4.5.4.2 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
 - 4.5.4.3 you report an adverse reaction to a prescribed medicine (depending on the severity of the reaction recorded).
- 4.5.5 As part of the ZOOM Pharmacy Service ZOOM Pharmacy will notify you of your next medicine repeat. If you request a repeat through the ZOOM Pharmacy Service:
- 4.5.5.1 you authorise ZOOM Pharmacy to contact your prescriber directly to request a repeat prescription;

- 4.5.5.2 if the request is approved by your prescriber you will be notified via the ZOOM Pharmacy Service 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 Service; and
 - 4.5.5.3 once payment is received the repeat prescription will be filled by ZOOM Pharmacy and the medicines will be shipped directly to you.
- 4.5.6 That you may be asked to answer a short survey about your experience with the ZOOM Pharmacy Service on completion of your prescribed course of medicines and/or following the provision of any other products or services to you as part of the ZOOM Pharmacy Service.
- 4.6 You acknowledge and agree that you must contact ZOOM Pharmacy directly to nominate your family members in the ZOOM Pharmacy database if you wish to add the prescriptions of those family members towards a family exemption for the annual prescription levy.
- 4.7 You acknowledge and agree that ZOOM reserves the right of its pharmacists to exercise their professional judgement to:
 - 4.7.1 prevent or limit the supply of any medicine that may, in their professional opinion, constitute a hazard to health;
 - 4.7.2 prevent the supply of excessive or unnecessary quantities of medicines, especially when the relevant medicines are known to have abuse potential;
 - 4.7.3 refuse or cancel any medicine orders that ZOOM believes, in its sole discretion, to be placed for commercial purposes; and/or
 - 4.7.4 refuse or cancel any medicine orders that ZOOM believes, in its sole discretion, to have been placed fraudulently.
- 4.8 You acknowledge that the ZOOM Pharmacy Service and/or some functionality of the ZOOM Pharmacy Service may not always be available. ZOOM will not be liable to you in respect of any inability to access or use the ZOOM Pharmacy Service at any time for any reason.

5 ORDER & PAYMENT

- 5.1 If you place an order through our Website (or via any alternative means) it will constitute an offer to buy from us the medicines (and/or any other products and/or services) referred to in the order at the price quoted on our Website (or at the price otherwise advised to you by ZOOM via any alternative means) at the time you placed the order and otherwise on these Terms. ZOOM reserves the right to alter prices at any time. Prices quoted on our Website (or otherwise advised to you by ZOOM via any alternative means) 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 our Website (or any alternative means).
- 5.2 When you place an order through our Website (or via any alternative means), payment is to be 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 Windcave to protect your privacy and the security of your credit card information. Other payment methods are available upon request.

- 5.3 Medicines (and any other products) ordered through our Website (or via any alternative means) are provided on an "as is" and "as available" basis. If the medicines (or any other products) 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 elected to use the ZOOM Pharmacy Service directly (i.e. without being referred by your prescriber or a pharmacy to use the ZOOM Pharmacy Service as described in 4.2) and you 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 (and any other products) ordered by you using the ZOOM Pharmacy Service will be delivered by courier to the New Zealand address provided by you to ZOOM when placing the order. 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-mailparcels/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 Pharmacy and each of their officers, directors, employees and agents, harmless from and against any claim for any loss or damage to such 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 (and/or other products) from a Parcel Collect location you, or the person collecting the medicines (and/or other products), must have photo identification and state on request that the sender of the parcel is "NZ Post" (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-yourparcels/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 (and/or other products).
- 6.4 Estimated delivery times provided through the ZOOM Pharmacy Service are only estimates and times will vary. As an indication, delivery times within greater Auckland are typically 1-2 working days; rural NZ may take up to 3 working 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 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 Service 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 or other products ordered through the ZOOM Pharmacy Service;
 - 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 Service (or any part thereof) or the content on or accessed through it or any medicines or other products ordered through it. You are solely responsible for the actions you take in reliance on the content on, or accessed through, the ZOOM Pharmacy Service and the medicines or other products you order through the ZOOM Pharmacy Service; 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 Service.
- 7.2 You will indemnify and hold each of the Developer and ZOOM Pharmacy, and each of their 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 (or any other provision of these Terms). If you are using the ZOOM Pharmacy Service 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/PRODUCTS DELIVERED

- 8.1 All complaints that the medicines or other products supplied are faulty, damaged or do not correspond to the medicines and/or products ordered must be made by telephone or email to ZOOM Pharmacy within 10 working days after the receipt of the medicines/products by you. To the extent that any medicines/products 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: help@zoompharmacy.co.nz to advise that medicines/products supplied are faulty, damaged or do not correspond to the medicines/products ordered and to arrange a courier to collect the faulty, damaged or incorrect medicines/products.
- 8.3 If no complaint is received within the 10-working day period, you will be deemed to have accepted that the medicines/products supplied are not faulty or damaged and correspond to the medicines/products ordered.

9 UNDELIVERED MEDICINES/PRODUCTS

- 9.1 All complaints that medicines/products 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 using the ZOOM Pharmacy Service.
- 9.2 Please contact ZOOM Pharmacy customer services by phone 0508 966 622, or by email: help@zoompharmacy.co.nz to report the undelivered medicines/products for investigation.
- 9.3 If no complaint is received within the 14 working day period, the medicines/products 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 accessed using the ZOOM Pharmacy Service 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 using the ZOOM Pharmacy Service (including but not limited to information relating to medical and health conditions, medicines, 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/product 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 Service. Information or other content provided on or accessed using the ZOOM Pharmacy Service 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 USING THE ZOOM PHARMACY SERVICE 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 Service 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 or ZOOM Pharmacy from time to time to reflect changes in our legal obligations, practices and services. The current up-to-date version of these Terms is available on our Website and we may change these Terms by uploading the revised Terms onto our Website. Any amendments to these Terms will be effective upon and from the date that the Developer or ZOOM Pharmacy posts such updated Terms on our Website. Your continued access to, or use of, the ZOOM Pharmacy Service after the posting of revised Terms on our Website constitutes your consent to be bound by those Terms, as amended.

13 PRIVACY POLICY

The Privacy Policy available on our 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 part of these Terms.

These Terms last updated in June 2024