

Ma Kuang Medication Delivery Terms & conditions

Contract

1. This document constitutes an agreement between you, as a registered user of Ma Kuang Healthcare Medication Delivery Service, herein known as “MKHMDS” and Ma Kuang Chinese Medicine & Research Centre Pte Ltd, herein known as “MKCMRC”.

Registration and Disclosure

2. Upon registration for the MKHMDS, you hereby consent to provide your personal data to MKCMRC for the purposes of medical records and billing as well as for online survey and marketing and promotional activities in accordance with PDPA Act 2012.

3. You also warrant that you have the legal capacity to bind yourself to the Terms and Conditions stated herein. You warrant that all information that you are required to furnish about yourself is all times true, accurate, current and complete. You further undertake to inform us to update your records as soon as any change occurs in the information provided.

4. MKCMRC will share personal customer information only with its staff, agents, representatives, servants of the MKHMDS and trusted service providers and contractors for the limited purposes of fulfilling the prescription orders, communication to patients and provision of customer service.

5. Apart from the purposes described above, MKCMRC will not share such information with any other third parties unless it has your expressed permission, or under circumstances such as disclosure required by law. MKHMDS may share any aggregated demographic or statistical information with its partners or group companies. This is not linked to any personal information that can identify any individual person.

Acceptance

6. MKCMRC reserves the right not to accept any prescription (the “Prescription”) for the MKHMDS, unless you agree with the terms and conditions laid down in this agreement, and subject to the following criteria:

(a) The Prescription has been issued to you pursuant to the diagnosis, examination and treatment by a MKCMRC physician;

(b) Your request for the prescription could not more than 3 month time from the date of issuance of the prescription;

(c) The Prescription is currently available from MKCMRC;

(d) Delivery address is within Singapore district;

- (e) Payment by PayPal only and COD is not acceptable.
- (f) A valid email address or fax number must be provided for order confirmation.

7. Upon order confirmation by MKCMRC via email or fax, no cancellation or changes of order is allowed. Orders prepared and despatched are non-refundable.

Delivery and Payment

8. A dispensing fee is applicable for each prescription dispensed.

9. A delivery charge of S\$10.70 (inclusive of GST) is applicable for each delivery. Deliveries will be made between 9am to 8pm, Mondays to Fridays and 9am to 1pm on Saturdays. Delivery of the medication and products are within Singapore mainland, including Sentosa and all offshore islands (while there will be an extra delivery charge for \$5.35, inclusive of GST)

10. If the first delivery is unsuccessful, you shall liaise directly with the delivery service company to arrange for a subsequent delivery, which shall be at the delivery service company's discretion, payable directly to the delivery service company. If attempt(s) at delivery remain unsuccessful, all payments made shall be forfeited.

11. Any re-schedule of the delivery date or time shall be arranged directly between yourself and the delivery service company and shall be at the delivery service company's discretion, with additional charges (to be advised) payable to the delivery service company.

12. All registered users of the MKHMDS must be 18 years of age and above, shall take full delivery of, and sign over for, orders delivered at the address provided to MKCMRC. The home delivery personnel cannot be held responsible for verifying the age of those taking delivery and acknowledging receipt.

Checking of Product Labels and Quantity

13. You need to check the medicine bag and products upon receipt of the goods to verify that the order is accurate and the quantity received is same as the order form.

Exclusion and Limitation of Liability

14. MKCMRC shall not be liable for any losses, damages, costs or expenses sustained by individuals or by any other person in consequence of any delays in delivery, if such delays are at request of the individuals, or owing to the inability or refusal of the individuals or those present at the address at the time of attempted delivery, to take delivery of the medication order, whether by reason of lack of reasonable

access to the address or place of delivery or otherwise, or to causes beyond the control of MKSMDS or the home delivery personnel, or arising from any acts, omissions or errors of any third parties, including the delivery service company, and its staff, agents, representatives and servants.

15. Your rights and obligations under these terms and conditions may not be assigned either in part or in whole without prior written consent from MKCMRC, however, reserves the right to assign its obligations and rights under these terms and conditions. Any delay or failure on MKHMDS's part in enforcing any of its rights in respect of any of these terms and conditions by individuals does not constitute a waiver of any kind of its rights, now and in the future, under this agreement.

Liability

16. MKCMRC shall not be liable for any delays, omissions or failures in the performance of its obligations if such causes are the acts of war, civil unrest, states of emergency, industrial disputes or unrest, material shortages or rationing, law or government regulations, failures or interruptions in the supply of utilities or in respect of any telecommunication or information system, or any other causes beyond its control.

Governing Law

17. These terms and conditions constitute the entire agreement. This agreement shall be governed in all aspects by the laws of the Republic of Singapore. If any of these terms and conditions is held to be invalid or unenforceable, the particular term(s) shall be severed to the extent that it is invalid or unenforceable, leaving the remaining terms and conditions or parts thereof enforceable.

Miscellaneous

Words importing the singular shall include the plural and vice versa and words importing one gender shall include either gender. All information herein is correct at time of printing, and subject to change without prior notice.