

DISCLAIMER POLICY

- 1) www.thepassbox.in (hereinafter referred as “We”, “Ours”, “Us” or “RENTOMED PRIVATE LIMITED”, “THE PASSBOX”) are online B2B & B2C marketing platforms for buyers and sellers for buying and selling and Renting of Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products, online and are not involved in manufacturing of these machines and Products sold/ available for rent on the website. We at www.thepassbox.in provide an online platform for selling, purchasing and renting of Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products Only.
- 2) By using our website, you hereby consent to our disclaimer and agree to its terms.
- 3) You (“Users”) are required to be a licensed drugs Seller (if required) or a Licensed Commercial /Non-Commercial Buyer to avail the services of this Website. Any Person willing to avail these services should first register itself on this Website as whether seller, Commercial Buyer or Non-Commercial Buyer.
- 4) Seller will upload their products on the website. Price of the product will be decided by seller only. Website publishes that product/s on the www.thepassbox.in.
- 5) Surgical Devices / Instruments / Products / Machineries / Disposables & Consumables or all those products will be solely used for Surgical & Non-Surgical Procedures by Doctors or Hospitals, will be only displayed to the Commercial Buyers & Sellers considering their license/s.
- 6) Any information provided by www.thepassbox.in is in good faith and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. This information is not meant for diagnosis, prescribing, or treating any medical condition. Any statements of the information available on the website should not be used as a substitute to Expert’s consultancy regarding Installation and usage of the Products and Machines.
- 7) In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with the use of this website.

- 8) If the Buyer receives an incorrect Machine/ Product or the delivery is made to a wrong postal address due to our fault, then www.thepassbox.in will reship the order. Note that www.thepassbox.in will process the reshipping only if the buyer corrects the claims.
- 9) www.thepassbox.in is not liable for any refund if any Buyer or Service Receiver returns the Machines because of incorrect information provided by them.
- 10) Availability of all the products, Machines depends on the available stock of the products/ Machines on "www.thepassbox.in". Please note that prices are subject to change without prior intimation.
- 11) Any product or representation about a service or product ought to be verified with the respective Supplier or party in question.
- 12) Every effort is made to keep the website up and running smoothly. However, www.thepassbox.in takes no responsibility for, and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.

(STATUTORY HEALTH DISCLAIMER)

1. In no way, we recommend or prescribe these products/ Machines or any of the drugs to the customers. The Buyers are exclusively the Licensed Retailers.
2. www.thepassbox.in is not responsible for any injury or serious consequences subsequent to use of Products and Machines sold/ Rented at the Website.
3. www.thepassbox.in is not responsible for any damages to the order or the package that occurs in the customs department.
4. Please Note that any Machines/ Products including Narcotics component or its compounds or Parts are not sold/ Available for Rent on this Website.
5. We recommend strictly against self-modulation of any product/Machines without consent of a healthcare expert or manufacturer or promoter.

YOUR PRIVACY-OUR COMMITMENT

Your privacy is equally important to us.

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.

The use of the Website by the User is solely governed by this Policy as well as the Terms of Use of the Website ("Terms", available at www.thepassbox.in), and any modifications or amendments made thereto by the company from time to time, at its sole discretion.

The User unequivocally agrees that this Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website, and that the same shall be deemed to be incorporated into the Terms and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User's act of visiting the any part of the Website constitutes the User's full and final acceptance of the Policy and the aforementioned terms.

1. www.thepassbox.in (also referred to as "www.thepassbox.in" or "**Website**" or "**We**") is totally committed to protecting your privacy and ensuring the security of any personal information received from you ("**Users**"). At www.thepassbox.in, the confidentiality of our Users is a top priority. We strictly adhere to the requirements of the data protection law established in India and this Privacy Policy is published in accordance with:
 - Section 43 A of the Information Technology Act, 2000;
 - Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"); and
 - Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
2. The purpose of this privacy policy ("**Privacy Policy**") is to explain to you what personal information we collect from your visit(s) to our Website, and how we protect the information that you provide to us when you use our Website. You can be assured that we will use such information sensibly and carefully, and only in accordance with this privacy statement. We maintain compliance with the highest standards of website privacy, so our Visitors/Users can securely place orders on our Website. This Privacy Policy is effective from your acceptance to this Policy. Any information that you provide to www.thepassbox.in is subject to our Privacy Policy.

3. This privacy policy is subject to the terms of use of the Website (“**Terms of Use**”), and comes into effect from the date and time a User accesses the Website, and accepts the Terms of Use laid out therein. By using this Website the User consents to collection, storage, and use of the personal information you provide (including any changes thereto as provided by the User) for any of the services that we offer.
4. By using our Services you understand and accept this privacy policy along with any amendments or modifications as may be made from time to time and thereby expressly consent to our collection, use and disclosure of Personal Information (as defined below) in accordance with this Privacy Policy. If you are not agreeable to this, please do not use this Website or Services.

A. WHAT INFORMATION WE COLLECT:

In the course of providing Services to you, we collect the following information (“**Personal Information**”):

To fully use our Site, you will need to register using our online registration form, where you may be required to provide us with your name, gender, date of birth, contact number, email id, user id, password, residence / place of business information, billing information, shipping information, bank account details and other personal information as indicated on the forms throughout the Site..

- I. We may automatically collect some information about your hardware devices when you access the Website. For example, when you utilize our applications, we may collect your internet protocol (“IP”) address and the type of mobile device you use and your geographic location. We also may collect information about your activity on the Website, such as information about your account usage, as well as information about how you interact with the Website. We may combine this automatically-gathered information with other information, including personal information we have collected about you.
- II. We may receive and store certain types of information known as “**COOKIES**” when you access the Website including Communications between you and www.thepassbox.in, and you and other users of www.thepassbox.in .
- III. If you choose to post reviews, comments, or leave feedback for other users, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.
- IV. If you choose to buy or sell on the Site, we collect information about your buying and selling behavior. We also collect other users' comments about you in our feedback area such as product review, merchant rating etc. If you are a seller, we also collect some additional information, such as a tax registration details, billing address, banking information other payment instrument details and tracking information from monetary transactions

- V. The Website may contain links to and from the websites of our partner networks, advertisers and other third parties. If you follow a link to any of these websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for these policies. We have no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. Please check these policies before you submit any personal data to these websites.
- VI. For the seller and Commercial Buyer, we collect Name, Gender, Address, email Id, Contact Number, Legal KYC, GST Certificate, Drug License/s (If applicable), and Appropriate Certificates, Bank Details etc.
- VII. Authorization letter shall be given by the seller about authenticity of his product.
- VIII. For the Non-Commercial Buyer, we collect Name, Gender, Address, Contact Number, Email Id, Bank Details etc.

B. HOW WE USE THE INFORMATION COLLECTED FROM YOU:

We use your personal information to facilitate the services you request from us. We use your personal information in the file we maintain about you, and other information we obtain from your current and past activities on the Site to: resolve disputes; troubleshoot problems; help promote safe trading; collect fees owed; measure consumer interest in the services provided by us, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our User Agreement; and as otherwise described to you at the time of collection.

- I. Personal information collected by seller and Commercial Buyer will be verify by Administration department of www.thepassbox.in.
- II. In order to provide a personalized browsing experience, We may collect information from the User, and the User agrees that we may use such information to improve our marketing and promotional efforts, to analyze usage, improve the content of the Website, product offerings, and to customize our content, layout, and services, in order to improve the Website and tailor it better to meet the needs of the User.
- III. To extend this personalized experience, we may track the IP address of a User's device and save certain User data on the User's device in the form of "COOKIES". We use this data to deliver web pages to the User upon request, to customize the site to the interests of the User, to measure traffic within the Website, and let advertisers and other users know the geographic locations of the User. In the event some portion of the User data provided by a User to us is personal or sensitive in nature, such data will not be provided to third parties without previous consent of the user concerned. User data of a general nature such as demographics may however be revealed to external parties.

- IV. We use or may use the data collected through cookies, log file, device identifiers, location data and clear gifs information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the Website; (b) provide custom, personalized content and information, including advertising; (c) provide and monitor the effectiveness of our Services; (d) monitor aggregate metrics such as total number of visitors, traffic, usage, and demographic patterns on our website and our Services; (e) diagnose or fix technology problems; and (f) otherwise to plan for and enhance our service.
- V. We use third-party analytics tools to help us measure traffic and usage trends for the Services. These tools collect information sent by your device or our Services, including the web pages you visit, add-ons, and other information that assists us in improving the Services. We collect and use this analytics information with analytics information from other Users so that it cannot reasonably be used to identify any particular individual User.
- VI. In order to facilitate communications between you, and other www.thepassbox.in users.

C. WITH WHOM WE SHARE YOUR INFORMATION:

- I. We do not sell, rent or exchange your any personally identifiable information that you provide to us through this Website with any third party for commercial reasons. However, we may share Personal Information (including but not limited to, information from cookies, log files, device identifiers, location data, and usage data) with businesses that are legally part of the same group of companies that www.thepassbox.in is part of, or that become part of that group (“Affiliates”). Affiliates may use this information to help provide, understand, and improve the Service (including by providing analytics) and Affiliates’ own services (including by providing you with better and more relevant experiences).
- II. We also may share your information as well as information from tools like cookies, log files, and device identifiers and location data, with third-party organizations that help us provide the services to you. Our service providers will be given access to your information as is necessary to provide the Services under generally accepted terms of confidentiality.
- III. Some of the services that are offered through the Website may be provided by third-party service providers. We also outsource some of www.thepassbox.in’s functions to third-party service providers, such as technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services. We may share information from or about you with these third-party service providers so that they can perform their services or complete your requests. We engage trusted online payment service partners to perform payment processing and authorization services (for net banking or credit/debit card validation). Through your use of the www.thepassbox.in Services, you consent to our collection and transfer of your information to our payment service partner websites.

- IV. We may share information from or about you (such as your age and gender) and your use of the Website with businesses on www.thepassbox.in. You may adjust your settings to increase or decrease the amount of information we share. You can view these settings and find more details about what information may be shared here.
- V. We may remove parts of data that can identify you and share anonymized data with other parties. We may also combine your information with other information in a way that it is no longer associated with you and share that aggregated information.
- VI. Any information or content that you voluntarily disclose for posting to the Website becomes available to the public. Once you have shared such information or made it public, the same may be re-shared by others.
- VII. If you remove information that you posted to the Website, copies may remain viewable in cached and archived pages of the Website, or if other users or third parties using the Website have copied or saved that information.
- VIII. www.thepassbox.in may share sensitive personal information of a User with any third party without obtaining the prior consent of the User in the following limited circumstances:
 - a. When it is requested or required by law or by any court or government agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing the Terms of Use, this Privacy Policy, or for complying with the applicable laws and regulations.
 - b. www.thepassbox.in proposes to share such information within its group companies and officers and employees of such group companies for the purpose of processing personal information on its behalf. www.thepassbox.in also ensures that the recipients of such information agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.

D. STORAGE OF INFORMATION AND CONTENT:

- I. We have implemented procedures to help protect the information that you provide to us. However, no method of transmitting or storing electronic data is ever completely secure, and we cannot guarantee that such information will never be accessed, used, or released in a manner that is inconsistent with this policy.
- II. The User is solely responsible for maintaining confidentiality of the User's password and User identification. The User shall be solely responsible for all activities and transmission performed

by the User through his User identification. www.thepassbox.in assumes no responsibility or liability for their improper use of information relating to such usage of credit cards and/or debit cards by the User, whether online or off-line.

E. SECURITY POLICY:

We guarantee that all your personal information with us is secure. www.thepassbox.in takes careful precaution to protect our Customers' personal information from unauthorized access, improper use or disclosure or unauthorized modification. To prevent unauthorized access, We have put in place the latest industry-standard security technology and procedures to safeguard the information we collect online. Your personal information is encrypted and is protected with Secure Sockets Layer (SSL) software, which encrypts all information you input. We store your personally identifiable information on the computer servers placed in a secure environment. Even though we have taken significant steps to protect your personally identifiable information, no company, including our Website, can fully eliminate security risks associated with Personal Information.

By purchasing our services or products, are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, We collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with us. We do not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

F. CHANGES TO OUR POLICY:

We may revise this Privacy Policy from time to time by updating this page, and so we urge you to review it periodically to ensure that you agree with any such changes that we make. We will make best efforts to inform you of any important amendments by e-mail, message on the Website or notification in Your Account. However, it is your responsibility to check the Policy regularly to ensure that you agree with it and your continued use of the Website will be deemed to be your acceptance of any changes that we make.

G. CONTACT INFORMATION:

If you have questions about this Privacy Policy, please contact at hello@thepassbox.in or call on 1800 547 3020.

Last updated Date: **17th December 2021**

REFUND POLICY

Welcome to “The PASSBOX” Powered By **RENTOMED® PRIVATE LIMITED!** (Hereinafter referred as “We”, “Ours”, “Us” or “Company”, “THE PASSBOX”).

Who are we?

We are an entity providing services in name of **RENTOMED® PRIVATE LIMITED** having **CIN: U33309PN2020PTC192056**, a Company registered under the Companies Act, 2013 having its registered office at **KPCT Mall, Fatima Nagar, Pune, Maharashtra – 411040, INDIA.**

Our services include buying, selling and Renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products, Machines and related services and our other covered services and features provided to you from the platform “www.thepassbox.in”

What is Refund Policy?

Refund policy is a policy which guides us about the terms of refund of any charges applicable for the services provided by the website to the Buyers or Sellers or Service Receiver who are the users/subscribers of our services.

These users/subscribers are required to understand and accept the terms of the Refund policy. If the user does not agree to the terms of refund, the users are advised not to register and discontinue using the platform. The terms and conditions of the refund policy may be modified, and the users are bound to agree to such terms.

The Refund Policy of www.thepassbox.in will guide you and provide information regarding the refund service/method which will be as follows-

Category	Terms of Refund	Refund Period	Refund Method
In case of Refund	Package received from the buyer to "THE PASSBOX"	15 to 30 days	NEFT, Internet Banking, RTGS
Subscription Amount	-	-	-
Double Payment made by mistake for purchase or Rent	The additional amount will be refunded to the same account from which the Payment is received	15 to 30 days	NEFT, Internet Banking, RTGS
Service Charges for the services provided to Seller	Non-Refundable	-	-

Terms and Conditions of the Refund Policy-

1. The subscription to the E-Commerce Platform "www.thepassbox.in" by Commercial/Non Commercial Buyers, Sellers and Service recipient is free of cost.
2. In case of double payment made by the Buyer, such payment will be refunded to the Buyer within 15 to 30 business days, if this standard time-frame has expired and if Buyer has still not received the refund amount, he can contact his bank for more information.
3. The Refund will not be processed in cash.
4. After uploading the Pharmaceutical Products to be live on platform, it will be available for sell till the validity of offer period after which the seller will have to renew the same for extending its time if mutually agreed between **RENTOMED PRIVATE LIMITED and SELLER.**
5. The Renewal of the same is also Free of Cost.
6. The Service charges will not be refundable to the Sellers if he decides to discontinue this Service any time after he avail the same.

Grievance Redressal-

Any grievances relating to the Refund Policy may be directed by the subscribers/Users of **RENTOMED PRIVATE LIMITED**, Platform through email hello@thepassbox.in or **1800 547 3020**.

Important Note: At the time of taking the delivery of the items you ordered, please ensure that the product received is undamaged, are properly packed and acknowledge the same to the delivery person. In case the box looks damaged or tampered with or missing, please do not take the delivery of the product and **click a photo and send the photo to the Support Team on hello@thepassbox.in or 1800 547 3020 immediately.**

TERMS OF USE POLICY

Welcome to **The PassBox** Powered By **RENTOMED® PRIVATE LIMITED**

These Terms of Use will govern the use of (www.thepassbox.in) and will provide the information about the RentoMed® Private Limited, its services and usage, as defined below.

In order to avail the services available on this E-Commerce Platform (www.thepassbox.in), you should first carefully read the Terms of Use as described and incorporated on this E-Commerce Platform and you shall agree to bind such Terms. If you do not agree to these Terms of Use, you cannot avail the services provided by (www.thepassbox.in).

These Terms of use therefore constitute an Agreement between the Buyer/Service recipient, Seller and **RENTOMED PRIVATE LIMITED** (hereinafter referred as “**We**”, “**Ours**”, “**Us**” or “**Company**”, “**THE PASSBOX**”).

(The Buyer and Seller are hereinafter collectively referred to as “**You**” or “**Yours**”)

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not avail the Service.

By accepting this Agreement, you affirm that you are fully competent to enter into this Agreement, and to abide by and comply with this Agreement.

1. WHO ARE WE?

RENTOMED PRIVATE LIMITED is a Private Limited Company incorporated under the **Companies Act, 2013**, having its registered office at **KPCT Mall, Fatima Nagar, Pune, Maharashtra – 411040, INDIA.**

We are an online Business to Business (B2B) & Business to Consumer (B2C) E-Commerce platform for Commercial Sellers & Commercial as well as Non Commercial buyers for buying, selling and renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products. We provide the best collaborative trading platform that permits the business entities to display and find the top products at fair and better rates.

We provide a helping hand to the retailers, traders, distributors, dealers, wholesalers, and manufacturers to grow their business in this Digital World!

We connect the PAN INDIA with digital transformation!

2. WHAT SERVICES DO WE PROVIDE?

RENTOMED PRIVATE LIMITED has created an E-Commerce platform (herein after referred as **"THE PASSBOX"**) under the domain name www.thepassbox.in

We are Business to Business (B2B) & Business to Consumer (B2C) E-Commerce Platform which facilitates the online buying, selling and renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products

3. WHO MAY USE THESE SERVICES?

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the **"THE PASSBOX"** community. This platform is specially made for Seller and Commercial/Non Commercial Buyer.

- a. Seller and Commercial/Non Commercial Buyer can use the services only if you possess the registered valid License/s (if Applicable).
- b. Seller and Commercial/Non Commercial Buyer may use the services only if you abide by the Terms of Use of the Website.
- c. Seller and Commercial/Non Commercial Buyer may avail the services only after you have registered on the Website.

4. ELIGIBILITY AND REGISTRATION

For the purpose of availing the services of this Website, you must, first register on the www.thepassbox.in. The registration on this website is free of cost. We will not charge any fee for registering, accessing, browsing and availing the services of the website.

You are responsible for safeguarding your account, with password and limit its use to this account.

- **The following information will be required for the registration in case of Seller-**
 - **Business / Firm / Company Name**
 - **Nature Business**
 - **Postal Address**
 - **Owner or Authorized Person Name**
 - **Email ID**
 - **Mobile No.**
 - **User ID**
 - **Password**
 - **Shop Act License / Incorporation Certificate**
 - **GST No.**
 - **PAN Card**
 - **Drug License/s No. (If applicable)**
 - **Any other Certificate (If applicable)**
 - **Bank Account and Transaction Details**
 - **Declaration regarding Authentication of Product**

- **Information will be required for the registration in case of Commercial Buyer -**
 - **If BUYER is DOCTOR, then Doctors Registration Certificate with Postal Address**
 - **If BUYER is HOSPITAL, then Hospital Registration Certificate with Postal Address**
 - **If BUYER is Business Entity, then Business / Firm / Company Name**
 - **Nature of Business**
 - **Postal Address (Applicable for all users)**
 - **Owner or Authorized Person Name**
 - **Email ID (Applicable for all users)**
 - **Mobile No. (Applicable for all users)**
 - **User ID (Applicable for all users)**

- Password (Applicable for all users)
 - Shop Act License / Incorporation Certificate
 - GST No.
 - PAN Card
 - Drug License/s No. (If applicable)
 - Any other Certificate (If applicable)
 - Bank Account and Transaction Details
- Information will be required for the registration in case of Non Commercial Buyer -
- Name
 - Gender
 - Postal Address
 - Email ID
 - Mobile No.
 - User ID
 - Password
 - Bank Account and Transaction Details

The registration can only be done by competent person as mentioned under **The Indian Contract Act, 1872**. That is, persons including minors, un-discharged insolvents etc. shall not be eligible to register on the Website. By registering, accessing or using the Website, you accept the Terms of Use and represent and warrant to **"THE PASSBOX"** that you are competent to contract under **The Indian Contract Act, 1872** and have the right, authority and capacity to use the Website and agree to abide by these Terms of Use.

5. REGISTERED USERS CONDUCT

After registering on this Website, the Seller and Commercial/Non Commercial Buyer will become the Registered Users of this E-Commerce Platform.

The Commercial/Non Commercial Buyer hereby agrees that-

- a. He / She has a valid License/s (If Applicable) and Knowledge to use the Product/ Machineries.
- b. All the details filled by him / her are true to his / her knowledge.

- c. The information provided on the website will not be used in any inappropriate and illegal manner by buyer.
- d. If buyer wants to return the product/machinery to the **“THE PASSBOX”** then it is mandatory to inform the **“THE PASSBOX”** within 48 hours from the time buyer received the product. In case of return, Buyer shall not open the package.
- e. **“THE PASSBOX” will not be responsible for any return or refund of product after closure of product return window time.**

The Seller hereby agrees that-

- a. He / She has a valid License/s (Where ever applicable) to carry out the business of selling/ renting of these products/Machineries.
- b. All the details filled by him / her are true to his / her knowledge.
- c. The information provided on the website will not be used in any inappropriate and illegal manner by seller.
- d. The description of the Products / Machineries and other related products provided by him / her shall not be false, misleading, fraudulent or deceptive.
- e. No compensation can be claimed by him / her from **“THE PASSBOX”** in case he / she does not get a good response or his / her products are not sold.
- f. Seller shall check the Serial Number, Warranty Period, Validity, Manufacturing and Expiry Date, Batch Number, Lot Number and all the safety of that product/machine.
- g. It is a duty of the seller to deliver the product to **“THE PASSBOX”** within 7 days at Free of Delivery Charges after the confirmation from **“THE PASSBOX”**
- h. If **“THE PASSBOX”** found any Damages / Leakages in received product or any Fault related to its Validity / Warranty Period, Manufacturing and Expiry Date, Batch Number then **“THE PASSBOX”** can revert back that package to seller on to-pay basis.
- i. If buyer return the package to the **“THE PASSBOX”** then seller shall liable to take that product/machinery etc back & given money back to **“THE PASSBOX”**

6. LICENSE TO USE THE SERVICES

You are under an obligation to provide details of Shop Act License or Incorporation Certificate and or Drug License/s (If Applicable) for Commercial Seller and Registration Number of Doctor / Hospital for Commercial Buyer at the time of registration where it is a mandatory requirement and eligibility for availing the services.

It is mandatory for you to upload the copy of Shop Act License or Incorporation Certificate, Drug License/s, Doctor or Hospital Registration Certificate mentioned above on this website at the time of registration.

You will no longer be able to avail the services of this Website after the expiry of your license/s. You shall continue to remain on the Website and avail the services only after renewal of these license/s at specified time. You shall inform us if you renew any of the expired certificate and send the copy of renewed certificate to us well in time.

7. FEEDBACK

Any feedback, comments, or suggestions you may provide regarding “**THE PASSBOX**”, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. APPLICABILITY OF LAWS

Our Terms of Use are complied, governed, published and strictly abide with the provisions of all the Applicable Laws.

9. ACCEPTANCE OF POLICIES

By registering on the website, you agree and accept that you adopt and abide by the Terms of Use, Privacy Policy, Disclaimer Policy, E-Commerce Service Agreement and Refund Policy as

given by the “**THE PASSBOX**”. And, all the policies currently in existence and or renewed, changed and or added time to time.

10. USING THE SERVICES

You may use the services only in compliance with these Terms and all applicable laws, by-laws, rules and regulations. Our services expand continuously as such our services may change from time to time at our discretion. We may be providing the services or any features within the services to you permanently or temporarily. We may remove any content on the services, suspend or terminate users from availing the service.

You may not do any of the following while accessing or using the Services:

- a. Access, tamper with, or use non-public areas of the Services, company’s computer systems, or the technical delivery systems of the company’s providers;
- b. Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- c. Access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by “**THE PASSBOX**”(and only pursuant to the applicable Terms of Use), unless you have been specifically allowed to do so in a separate agreement with “**THE PASSBOX**”
- d. Interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

11. NORMS BY “THE PASSBOX”

- a. “**THE PASSBOX**” is not liable for any harm or damages due to the negligence of the Buyer or any fault occurs in the machines because of technical issue.

- b. If **“THE PASSBOX”** found any damages / leakages in product received from seller or any fault related to its warranty period, validity, manufacturing and expiry date, batch & LOT details then **“THE PASSBOX”** can revert back that package to seller.
- c. It is a duty of seller to train the employees of **“THE PASSBOX”** related to installation, operation, working and reparation of machineries etc. If employees failed to install or repair the said product/machinery then **“THE PASSBOX”** will appoint the seller. Seller will bind to do that work on behalf of **“THE PASSBOX”**.
- d. In repairing circumstances, if aforesaid product / machinery falls under warranty then Seller has to repair it at free of cost and in installation circumstances seller has to install aforesaid product / machinery at free of cost.
- e. **“THE PASSBOX”** can ask the compensation against the loss occurred by courier company in case of any non- delivery, miss delivery, theft or any defects in the products during the transit.

12. RELATIONSHIP OF PARTIES

You and the **“THE PASSBOX”** will be working as independent contractors and this Agreement shall never construe a Partnership, Joint Venture Agreement and Association of persons, Franchise, Agency or any kind of Employment relationship between the parties. You will not make any statement that would contradict anything under this clause. This Agreement will not create an exclusive relationship between you and us.

13. OFFER AND ACCEPTANCE OF ORDER

The buyers shall directly place an order on this E-Commerce Platform. The buyer shall select the Machine/s or Product/s from the list provided on the platform shall also specify the quantity in which he desires to purchase.

After the order is placed and accepted, the Buyer/Recipient will receive an automated/manually generated email & text message confirmation for the order placed through the Company. This

automated confirmation email & text message shall contain the details of the order placed, tracking code, and the bill amount.

14. DELIVERY PERIOD

The product/s or machine/ries or the related product/s shall be delivered to Buyer by the Courier Company appointed by **“THE PASSBOX”** at the address provided by the Buyer.

The buyer will receive the estimate delivery of product on the approx. date as mentioned in Confirmation email or text message by **“THE PASSBOX”**

In case of any damage or leakage or missing of any product or box of parcel at the time of delivery, the Buyer shall send a photo of the damaged or leakage box or the parcel to the support team at hello@thepassbox.in or call at 1800 547 3020 for raising a complaint regarding the same.

15. PAYMENT AND PRICING

The Buyers/ Recipient shall be responsible for full payment against the order placed. It will be at the discretion of the Buyer / Recipient to choose the Mode of payment as mentioned below. The Buyer will have to bear the delivery charges for the order (if applicable) Subjected to physical dimensions of products, geographical area & transportation connectivity.

MODE OF PAYMENT	
CASH ON DELIVERY	ONLINE PAYMENT-
	DEBIT / CREDIT CARDS
	BANK TRANSFER
	NET BANKING
	NEFT
	UPI PAYMENT

The payment against the order will be directly received by the Company through payment gateway.

In case of renting of the Machineries, reminders will be sent by Company to the Buyer/Recipient 25% time in advance out of the time for which buyer rent-in the product/s, prior to expiration of the Period for which the Recipient has taken the Machinery on rent.

The Recipient shall make 100% Payment of total amount as a booking amount every time in case of rent of product.

Failing to which, the recipient may attract Penalty and will be liable to additional amount of Rent of at the rate of 18%.

The courier company appointed by the "THE PASSBOX" will received the rented machinery from the recipient registered address on decided time.

16. APPLICABILITY OF TAXES

You will be responsible for the collection and payment of any and all of the Taxes together with the filing of all relevant returns, such as, goods and services taxes or other transaction taxes, and issuing valid invoices/ credit notes/ debit notes where required. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

17. INDEMNIFICATION

You release us from, and agree to indemnify, defend and hold harmless the company, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- a. your use of the Service;
- b. your violation of any term of these Terms of Service;
- c. Any claim that your Content caused damage to a third party.

- d. Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or
- e. Your non-compliance with applicable laws.

18. FORCE MAJEURE

The “**THE PASSBOX**” shall not be liable for any loss or damage caused to the user as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, pandemic, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to our fault), or any other delay or default or deficiency or failure which arises from causes beyond our reasonable control.

19. TERMINATION

You may terminate the services with us by deactivating the account or unsubscribing the account. The services will be terminated automatically upon expiry of your license.

We may terminate your account or services if-

- a. you have violated the Terms of Use
- b. You do not abide by the applicable governing Laws
- c. Your activities depict unlawful conduct
- d. You create risk or possible legal exposure for us

20. CUSTOMER SUPPORT

We will provide Customer Support and guide you through an email from time to time at hello@thepassbox.in or via telephone.

21. DISPUTE RESOLUTION

Any dispute arising between you, each of you release the Company (and its agents, affiliates and employees) free from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

All disputes will be subject to arbitration at **Pune** in **English/Marathi/Hindi** by a sole arbitrator appointed by the Parties under the **Arbitration and Conciliation Act, 1996**.

22. MODIFICATION

We reserve the right to modify the Terms of Use from time to time and such Terms of Use shall not be retroactive and will be effective from immediate effect. The latest model/ version of the Terms of Use shall be applicable to govern the relation between us. You may receive the notification of the revised Terms of Use.

23. ELECTRONIC COMMUNICATION

Notices and other communications between Buyer, Seller and the Company hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) and by Telephone communication.

24. SEVERABILITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provision of this Agreement

25. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and legal proceedings may be brought in court in Pune that has jurisdiction over the claim.

Still have questions?

You can also find further details by contacting us at hello@thepassbox.in or call on 1800 547 3020

DISCLAIMER POLICY

- 1) www.thepassbox.in (hereinafter referred as “We”, “Ours”, “Us” or “RENTOMED PRIVATE LIMITED”, “THE PASSBOX”) are online B2B & B2C marketing platforms for buyers and sellers for buying and selling and Renting of Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products, online and are not involved in manufacturing of these machines and Products sold/ available for rent on the website. We at www.thepassbox.in provide an online platform for selling, purchasing and renting of Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products Only.
- 2) By using our website, you hereby consent to our disclaimer and agree to its terms.
- 3) You (“Users”) are required to be a licensed drugs Seller (if required) or a Licensed Commercial /Non-Commercial Buyer to avail the services of this Website. Any Person willing to avail these services should first register itself on this Website as whether seller, Commercial Buyer or Non-Commercial Buyer.
- 4) Seller will upload their products on the website. Price of the product will be decided by seller only. Website publishes that product/s on the www.thepassbox.in.
- 5) Surgical Devices / Instruments / Products / Machineries / Disposables & Consumables or all those products will be solely used for Surgical & Non-Surgical Procedures by Doctors or Hospitals, will be only displayed to the Commercial Buyers & Sellers considering their license/s.
- 6) Any information provided by www.thepassbox.in is in good faith and while we endeavor to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. This information is not meant for diagnosis, prescribing, or treating any medical condition. Any statements of the information available on the website should not be used as a substitute to Expert’s consultancy regarding Installation and usage of the Products and Machines.
- 7) In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with the use of this website.

- 8) If the Buyer receives an incorrect Machine/ Product or the delivery is made to a wrong postal address due to our fault, then www.thepassbox.in will reship the order. Note that www.thepassbox.in will process the reshipping only if the buyer corrects the claims.
- 9) www.thepassbox.in is not liable for any refund if any Buyer or Service Receiver returns the Machines because of incorrect information provided by them.
- 10) Availability of all the products, Machines depends on the available stock of the products/ Machines on "www.thepassbox.in". Please note that prices are subject to change without prior intimation.
- 11) Any product or representation about a service or product ought to be verified with the respective Supplier or party in question.
- 12) Every effort is made to keep the website up and running smoothly. However, www.thepassbox.in takes no responsibility for, and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.

(STATUTORY HEALTH DISCLAIMER)

1. In no way, we recommend or prescribe these products/ Machines or any of the drugs to the customers. The Buyers are exclusively the Licensed Retailers.
2. www.thepassbox.in is not responsible for any injury or serious consequences subsequent to use of Products and Machines sold/ Rented at the Website.
3. www.thepassbox.in is not responsible for any damages to the order or the package that occurs in the customs department.
4. Please Note that any Machines/ Products including Narcotics component or its compounds or Parts are not sold/ Available for Rent on this Website.
5. We recommend strictly against self-modulation of any product/Machines without consent of a healthcare expert or manufacturer or promoter.

YOUR PRIVACY-OUR COMMITMENT

Your privacy is equally important to us.

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.

The use of the Website by the User is solely governed by this Policy as well as the Terms of Use of the Website ("Terms", available at www.thepassbox.in), and any modifications or amendments made thereto by the company from time to time, at its sole discretion.

The User unequivocally agrees that this Policy constitute a legally binding agreement between the User and the Company, and that the User shall be subject to the rules, guidelines, policies, terms, and conditions applicable to any service that is provided by the Website, and that the same shall be deemed to be incorporated into the Terms and shall be treated as part and parcel of the same. The User acknowledges and agrees that no signature or express act is required to make these Terms and the Policy binding on the User, and that the User's act of visiting the any part of the Website constitutes the User's full and final acceptance of the Policy and the aforementioned terms.

1. www.thepassbox.in (also referred to as "www.thepassbox.in" or "**Website**" or "**We**") is totally committed to protecting your privacy and ensuring the security of any personal information received from you ("**Users**"). At www.thepassbox.in, the confidentiality of our Users is a top priority. We strictly adhere to the requirements of the data protection law established in India and this Privacy Policy is published in accordance with:
 - Section 43 A of the Information Technology Act, 2000;
 - Regulation 4 of the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"); and
 - Regulation 3(1) of the Information Technology (Intermediaries Guidelines) Rules, 2011.
2. The purpose of this privacy policy ("**Privacy Policy**") is to explain to you what personal information we collect from your visit(s) to our Website, and how we protect the information that you provide to us when you use our Website. You can be assured that we will use such information sensibly and carefully, and only in accordance with this privacy statement. We maintain compliance with the highest standards of website privacy, so our Visitors/Users can securely place orders on our Website. This Privacy Policy is effective from your acceptance to this Policy. Any information that you provide to www.thepassbox.in is subject to our Privacy Policy.

3. This privacy policy is subject to the terms of use of the Website (“**Terms of Use**”), and comes into effect from the date and time a User accesses the Website, and accepts the Terms of Use laid out therein. By using this Website the User consents to collection, storage, and use of the personal information you provide (including any changes thereto as provided by the User) for any of the services that we offer.
4. By using our Services you understand and accept this privacy policy along with any amendments or modifications as may be made from time to time and thereby expressly consent to our collection, use and disclosure of Personal Information (as defined below) in accordance with this Privacy Policy. If you are not agreeable to this, please do not use this Website or Services.

A. WHAT INFORMATION WE COLLECT:

In the course of providing Services to you, we collect the following information (“**Personal Information**”):

To fully use our Site, you will need to register using our online registration form, where you may be required to provide us with your name, gender, date of birth, contact number, email id, user id, password, residence / place of business information, billing information, shipping information, bank account details and other personal information as indicated on the forms throughout the Site..

- I. We may automatically collect some information about your hardware devices when you access the Website. For example, when you utilize our applications, we may collect your internet protocol (“IP”) address and the type of mobile device you use and your geographic location. We also may collect information about your activity on the Website, such as information about your account usage, as well as information about how you interact with the Website. We may combine this automatically-gathered information with other information, including personal information we have collected about you.
- II. We may receive and store certain types of information known as “**COOKIES**” when you access the Website including Communications between you and www.thepassbox.in, and you and other users of www.thepassbox.in .
- III. If you choose to post reviews, comments, or leave feedback for other users, we will collect that information you provide to us. We retain this information as necessary to resolve disputes, provide customer support and troubleshoot problems as permitted by law.
- IV. If you choose to buy or sell on the Site, we collect information about your buying and selling behavior. We also collect other users' comments about you in our feedback area such as product review, merchant rating etc. If you are a seller, we also collect some additional information, such as a tax registration details, billing address, banking information other payment instrument details and tracking information from monetary transactions

- V. The Website may contain links to and from the websites of our partner networks, advertisers and other third parties. If you follow a link to any of these websites, please note that they have their own privacy policies and that we do not accept any responsibility or liability for these policies. We have no control over the privacy practices or the content of any of our business partners, advertisers, sponsors, or other websites to which we provide links. Please check these policies before you submit any personal data to these websites.
- VI. For the seller and Commercial Buyer, we collect Name, Gender, Address, email Id, Contact Number, Legal KYC, GST Certificate, Drug License/s (If applicable), and Appropriate Certificates, Bank Details etc.
- VII. Authorization letter shall be given by the seller about authenticity of his product.
- VIII. For the Non-Commercial Buyer, we collect Name, Gender, Address, Contact Number, Email Id, Bank Details etc.

B. HOW WE USE THE INFORMATION COLLECTED FROM YOU:

We use your personal information to facilitate the services you request from us. We use your personal information in the file we maintain about you, and other information we obtain from your current and past activities on the Site to: resolve disputes; troubleshoot problems; help promote safe trading; collect fees owed; measure consumer interest in the services provided by us, inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity; enforce our User Agreement; and as otherwise described to you at the time of collection.

- I. Personal information collected by seller and Commercial Buyer will be verify by Administration department of www.thepassbox.in.
- II. In order to provide a personalized browsing experience, We may collect information from the User, and the User agrees that we may use such information to improve our marketing and promotional efforts, to analyze usage, improve the content of the Website, product offerings, and to customize our content, layout, and services, in order to improve the Website and tailor it better to meet the needs of the User.
- III. To extend this personalized experience, we may track the IP address of a User's device and save certain User data on the User's device in the form of "COOKIES". We use this data to deliver web pages to the User upon request, to customize the site to the interests of the User, to measure traffic within the Website, and let advertisers and other users know the geographic locations of the User. In the event some portion of the User data provided by a User to us is personal or sensitive in nature, such data will not be provided to third parties without previous consent of the user concerned. User data of a general nature such as demographics may however be revealed to external parties.

- IV. We use or may use the data collected through cookies, log file, device identifiers, location data and clear gifs information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the Website; (b) provide custom, personalized content and information, including advertising; (c) provide and monitor the effectiveness of our Services; (d) monitor aggregate metrics such as total number of visitors, traffic, usage, and demographic patterns on our website and our Services; (e) diagnose or fix technology problems; and (f) otherwise to plan for and enhance our service.
- V. We use third-party analytics tools to help us measure traffic and usage trends for the Services. These tools collect information sent by your device or our Services, including the web pages you visit, add-ons, and other information that assists us in improving the Services. We collect and use this analytics information with analytics information from other Users so that it cannot reasonably be used to identify any particular individual User.
- VI. In order to facilitate communications between you, and other www.thepassbox.in users.

C. WITH WHOM WE SHARE YOUR INFORMATION:

- I. We do not sell, rent or exchange your any personally identifiable information that you provide to us through this Website with any third party for commercial reasons. However, we may share Personal Information (including but not limited to, information from cookies, log files, device identifiers, location data, and usage data) with businesses that are legally part of the same group of companies that www.thepassbox.in is part of, or that become part of that group (“Affiliates”). Affiliates may use this information to help provide, understand, and improve the Service (including by providing analytics) and Affiliates’ own services (including by providing you with better and more relevant experiences).
- II. We also may share your information as well as information from tools like cookies, log files, and device identifiers and location data, with third-party organizations that help us provide the services to you. Our service providers will be given access to your information as is necessary to provide the Services under generally accepted terms of confidentiality.
- III. Some of the services that are offered through the Website may be provided by third-party service providers. We also outsource some of www.thepassbox.in’s functions to third-party service providers, such as technical and customer support, tracking and reporting functions, quality assurance testing, payment processing functions, and other services. We may share information from or about you with these third-party service providers so that they can perform their services or complete your requests. We engage trusted online payment service partners to perform payment processing and authorization services (for net banking or credit/debit card validation). Through your use of the www.thepassbox.in Services, you consent to our collection and transfer of your information to our payment service partner websites.

- IV. We may share information from or about you (such as your age and gender) and your use of the Website with businesses on www.thepassbox.in. You may adjust your settings to increase or decrease the amount of information we share. You can view these settings and find more details about what information may be shared here.
- V. We may remove parts of data that can identify you and share anonymized data with other parties. We may also combine your information with other information in a way that it is no longer associated with you and share that aggregated information.
- VI. Any information or content that you voluntarily disclose for posting to the Website becomes available to the public. Once you have shared such information or made it public, the same may be re-shared by others.
- VII. If you remove information that you posted to the Website, copies may remain viewable in cached and archived pages of the Website, or if other users or third parties using the Website have copied or saved that information.
- VIII. www.thepassbox.in may share sensitive personal information of a User with any third party without obtaining the prior consent of the User in the following limited circumstances:
 - a. When it is requested or required by law or by any court or government agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing the Terms of Use, this Privacy Policy, or for complying with the applicable laws and regulations.
 - b. www.thepassbox.in proposes to share such information within its group companies and officers and employees of such group companies for the purpose of processing personal information on its behalf. www.thepassbox.in also ensures that the recipients of such information agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.

D. STORAGE OF INFORMATION AND CONTENT:

- I. We have implemented procedures to help protect the information that you provide to us. However, no method of transmitting or storing electronic data is ever completely secure, and we cannot guarantee that such information will never be accessed, used, or released in a manner that is inconsistent with this policy.
- II. The User is solely responsible for maintaining confidentiality of the User's password and User identification. The User shall be solely responsible for all activities and transmission performed

by the User through his User identification. www.thepassbox.in assumes no responsibility or liability for their improper use of information relating to such usage of credit cards and/or debit cards by the User, whether online or off-line.

E. SECURITY POLICY:

We guarantee that all your personal information with us is secure. www.thepassbox.in takes careful precaution to protect our Customers' personal information from unauthorized access, improper use or disclosure or unauthorized modification. To prevent unauthorized access, We have put in place the latest industry-standard security technology and procedures to safeguard the information we collect online. Your personal information is encrypted and is protected with Secure Sockets Layer (SSL) software, which encrypts all information you input. We store your personally identifiable information on the computer servers placed in a secure environment. Even though we have taken significant steps to protect your personally identifiable information, no company, including our Website, can fully eliminate security risks associated with Personal Information.

By purchasing our services or products, are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, We collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with us. We do not disclose personally-identifying information other than as described below. And visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

F. CHANGES TO OUR POLICY:

We may revise this Privacy Policy from time to time by updating this page, and so we urge you to review it periodically to ensure that you agree with any such changes that we make. We will make best efforts to inform you of any important amendments by e-mail, message on the Website or notification in Your Account. However, it is your responsibility to check the Policy regularly to ensure that you agree with it and your continued use of the Website will be deemed to be your acceptance of any changes that we make.

G. CONTACT INFORMATION:

If you have questions about this Privacy Policy, please contact at hello@thepassbox.in or call on 1800 547 3020.

Last updated Date: **17th December 2021**

REFUND POLICY

Welcome to “The PASSBOX” Powered By **RENTOMED® PRIVATE LIMITED!** (Hereinafter referred as “We”, “Ours”, “Us” or “Company”, “THE PASSBOX”).

Who are we?

We are an entity providing services in name of **RENTOMED® PRIVATE LIMITED** having **CIN: U33309PN2020PTC192056**, a Company registered under the Companies Act, 2013 having its registered office at **KPCT Mall, Fatima Nagar, Pune, Maharashtra – 411040, INDIA.**

Our services include buying, selling and Renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products, Machines and related services and our other covered services and features provided to you from the platform “**www.thepassbox.in**”

What is Refund Policy?

Refund policy is a policy which guides us about the terms of refund of any charges applicable for the services provided by the website to the Buyers or Sellers or Service Receiver who are the users/subscribers of our services.

These users/subscribers are required to understand and accept the terms of the Refund policy. If the user does not agree to the terms of refund, the users are advised not to register and discontinue using the platform. The terms and conditions of the refund policy may be modified, and the users are bound to agree to such terms.

The Refund Policy of www.thepassbox.in will guide you and provide information regarding the refund service/method which will be as follows-

Category	Terms of Refund	Refund Period	Refund Method
In case of Refund	Package received from the buyer to "THE PASSBOX"	15 to 30 days	NEFT, Internet Banking, RTGS
Subscription Amount	-	-	-
Double Payment made by mistake for purchase or Rent	The additional amount will be refunded to the same account from which the Payment is received	15 to 30 days	NEFT, Internet Banking, RTGS
Service Charges for the services provided to Seller	Non-Refundable	-	-

Terms and Conditions of the Refund Policy-

1. The subscription to the E-Commerce Platform "www.thepassbox.in" by Commercial/Non Commercial Buyers, Sellers and Service recipient is free of cost.
2. In case of double payment made by the Buyer, such payment will be refunded to the Buyer within 15 to 30 business days, if this standard time-frame has expired and if Buyer has still not received the refund amount, he can contact his bank for more information.
3. The Refund will not be processed in cash.
4. After uploading the Pharmaceutical Products to be live on platform, it will be available for sell till the validity of offer period after which the seller will have to renew the same for extending its time if mutually agreed between **RENTOMED PRIVATE LIMITED and SELLER.**
5. The Renewal of the same is also Free of Cost.
6. The Service charges will not be refundable to the Sellers if he decides to discontinue this Service any time after he avail the same.

Grievance Redressal-

Any grievances relating to the Refund Policy may be directed by the subscribers/Users of **RENTOMED PRIVATE LIMITED**, Platform through email hello@thepassbox.in or **1800 547 3020**.

Important Note: At the time of taking the delivery of the items you ordered, please ensure that the product received is undamaged, are properly packed and acknowledge the same to the delivery person. In case the box looks damaged or tampered with or missing, please do not take the delivery of the product and **click a photo and send the photo to the Support Team on hello@thepassbox.in or 1800 547 3020 immediately.**

TERMS OF USE POLICY

Welcome to **The PassBox** Powered By **RENTOMED® PRIVATE LIMITED**

These Terms of Use will govern the use of (www.thepassbox.in) and will provide the information about the RentoMed® Private Limited, its services and usage, as defined below.

In order to avail the services available on this E-Commerce Platform (www.thepassbox.in), you should first carefully read the Terms of Use as described and incorporated on this E-Commerce Platform and you shall agree to bind such Terms. If you do not agree to these Terms of Use, you cannot avail the services provided by (www.thepassbox.in).

These Terms of use therefore constitute an Agreement between the Buyer/Service recipient, Seller and **RENTOMED PRIVATE LIMITED** (hereinafter referred as **“We”, “Ours”, “Us” or “Company”, “THE PASSBOX”**).

(The Buyer and Seller are hereinafter collectively referred to as **“You” or “Yours”**)

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not avail the Service.

By accepting this Agreement, you affirm that you are fully competent to enter into this Agreement, and to abide by and comply with this Agreement.

1. WHO ARE WE?

RENTOMED PRIVATE LIMITED is a Private Limited Company incorporated under the **Companies Act, 2013**, having its registered office at **KPCT Mall, Fatima Nagar, Pune, Maharashtra – 411040, INDIA.**

We are an online Business to Business (B2B) & Business to Consumer (B2C) E-Commerce platform for Commercial Sellers & Commercial as well as Non Commercial buyers for buying, selling and renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products. We provide the best collaborative trading platform that permits the business entities to display and find the top products at fair and better rates.

We provide a helping hand to the retailers, traders, distributors, dealers, wholesalers, and manufacturers to grow their business in this Digital World!

We connect the PAN INDIA with digital transformation!

2. WHAT SERVICES DO WE PROVIDE?

RENTOMED PRIVATE LIMITED has created an E-Commerce platform (herein after referred as **"THE PASSBOX"**) under the domain name www.thepassbox.in

We are Business to Business (B2B) & Business to Consumer (B2C) E-Commerce Platform which facilitates the online buying, selling and renting of the Pharmaceutical, Surgical, Critical Care, Healthcare, Pathological Devices / Medical Devices & Instruments / Equipment / Machineries / Accessories / Consumables and Disposables / Products

3. WHO MAY USE THESE SERVICES?

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the **"THE PASSBOX"** community. This platform is specially made for Seller and Commercial/Non Commercial Buyer.

- a. Seller and Commercial/Non Commercial Buyer can use the services only if you possess the registered valid License/s (if Applicable).
- b. Seller and Commercial/Non Commercial Buyer may use the services only if you abide by the Terms of Use of the Website.
- c. Seller and Commercial/Non Commercial Buyer may avail the services only after you have registered on the Website.

4. ELIGIBILITY AND REGISTRATION

For the purpose of availing the services of this Website, you must, first register on the www.thepassbox.in. The registration on this website is free of cost. We will not charge any fee for registering, accessing, browsing and availing the services of the website.

You are responsible for safeguarding your account, with password and limit its use to this account.

- **The following information will be required for the registration in case of Seller-**
 - **Business / Firm / Company Name**
 - **Nature Business**
 - **Postal Address**
 - **Owner or Authorized Person Name**
 - **Email ID**
 - **Mobile No.**
 - **User ID**
 - **Password**
 - **Shop Act License / Incorporation Certificate**
 - **GST No.**
 - **PAN Card**
 - **Drug License/s No. (If applicable)**
 - **Any other Certificate (If applicable)**
 - **Bank Account and Transaction Details**
 - **Declaration regarding Authentication of Product**

- **Information will be required for the registration in case of Commercial Buyer -**
 - **If BUYER is DOCTOR, then Doctors Registration Certificate with Postal Address**
 - **If BUYER is HOSPITAL, then Hospital Registration Certificate with Postal Address**
 - **If BUYER is Business Entity, then Business / Firm / Company Name**
 - **Nature of Business**
 - **Postal Address (Applicable for all users)**
 - **Owner or Authorized Person Name**
 - **Email ID (Applicable for all users)**
 - **Mobile No. (Applicable for all users)**
 - **User ID (Applicable for all users)**

- **Password (Applicable for all users)**
- **Shop Act License / Incorporation Certificate**
- **GST No.**
- **PAN Card**
- **Drug License/s No. (If applicable)**
- **Any other Certificate (If applicable)**
- **Bank Account and Transaction Details**

➤ **Information will be required for the registration in case of Non Commercial Buyer -**

- **Name**
- **Gender**
- **Postal Address**
- **Email ID**
- **Mobile No.**
- **User ID**
- **Password**
- **Bank Account and Transaction Details**

The registration can only be done by competent person as mentioned under **The Indian Contract Act, 1872**. That is, persons including minors, un-discharged insolvents etc. shall not be eligible to register on the Website. By registering, accessing or using the Website, you accept the Terms of Use and represent and warrant to **"THE PASSBOX"** that you are competent to contract under **The Indian Contract Act, 1872** and have the right, authority and capacity to use the Website and agree to abide by these Terms of Use.

5. REGISTERED USERS CONDUCT

After registering on this Website, the Seller and Commercial/Non Commercial Buyer will become the Registered Users of this E-Commerce Platform.

The Commercial/Non Commercial Buyer hereby agrees that-

- a. He / She has a valid License/s (If Applicable) and Knowledge to use the Product/ Machineries.
- b. All the details filled by him / her are true to his / her knowledge.

- c. The information provided on the website will not be used in any inappropriate and illegal manner by buyer.
- d. If buyer wants to return the product/machinery to the **“THE PASSBOX”** then it is mandatory to inform the **“THE PASSBOX”** within 48 hours from the time buyer received the product. In case of return, Buyer shall not open the package.
- e. **“THE PASSBOX” will not be responsible for any return or refund of product after closure of product return window time.**

The Seller hereby agrees that-

- a. He / She has a valid License/s (Where ever applicable) to carry out the business of selling/ renting of these products/Machineries.
- b. All the details filled by him / her are true to his / her knowledge.
- c. The information provided on the website will not be used in any inappropriate and illegal manner by seller.
- d. The description of the Products / Machineries and other related products provided by him / her shall not be false, misleading, fraudulent or deceptive.
- e. No compensation can be claimed by him / her from **“THE PASSBOX”** in case he / she does not get a good response or his / her products are not sold.
- f. Seller shall check the Serial Number, Warranty Period, Validity, Manufacturing and Expiry Date, Batch Number, Lot Number and all the safety of that product/machine.
- g. It is a duty of the seller to deliver the product to **“THE PASSBOX”** within 7 days at Free of Delivery Charges after the confirmation from **“THE PASSBOX”**
- h. If **“THE PASSBOX”** found any Damages / Leakages in received product or any Fault related to its Validity / Warranty Period, Manufacturing and Expiry Date, Batch Number then **“THE PASSBOX”** can revert back that package to seller on to-pay basis.
- i. If buyer return the package to the **“THE PASSBOX”** then seller shall liable to take that product/machinery etc back & given money back to **“THE PASSBOX”**

6. LICENSE TO USE THE SERVICES

You are under an obligation to provide details of Shop Act License or Incorporation Certificate and or Drug License/s (If Applicable) for Commercial Seller and Registration Number of Doctor / Hospital for Commercial Buyer at the time of registration where it is a mandatory requirement and eligibility for availing the services.

It is mandatory for you to upload the copy of Shop Act License or Incorporation Certificate, Drug License/s, Doctor or Hospital Registration Certificate mentioned above on this website at the time of registration.

You will no longer be able to avail the services of this Website after the expiry of your license/s. You shall continue to remain on the Website and avail the services only after renewal of these license/s at specified time. You shall inform us if you renew any of the expired certificate and send the copy of renewed certificate to us well in time.

7. FEEDBACK

Any feedback, comments, or suggestions you may provide regarding “**THE PASSBOX**”, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

8. APPLICABILITY OF LAWS

Our Terms of Use are complied, governed, published and strictly abide with the provisions of all the Applicable Laws.

9. ACCEPTANCE OF POLICIES

By registering on the website, you agree and accept that you adopt and abide by the Terms of Use, Privacy Policy, Disclaimer Policy, E-Commerce Service Agreement and Refund Policy as

given by the “**THE PASSBOX**”. And, all the policies currently in existence and or renewed, changed and or added time to time.

10. USING THE SERVICES

You may use the services only in compliance with these Terms and all applicable laws, by-laws, rules and regulations. Our services expand continuously as such our services may change from time to time at our discretion. We may be providing the services or any features within the services to you permanently or temporarily. We may remove any content on the services, suspend or terminate users from availing the service.

You may not do any of the following while accessing or using the Services:

- a. Access, tamper with, or use non-public areas of the Services, company’s computer systems, or the technical delivery systems of the company’s providers;
- b. Probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
- c. Access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by “**THE PASSBOX**”(and only pursuant to the applicable Terms of Use), unless you have been specifically allowed to do so in a separate agreement with “**THE PASSBOX**”
- d. Interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

11. NORMS BY “THE PASSBOX”

- a. “**THE PASSBOX**” is not liable for any harm or damages due to the negligence of the Buyer or any fault occurs in the machines because of technical issue.

- b. If **“THE PASSBOX”** found any damages / leakages in product received from seller or any fault related to its warranty period, validity, manufacturing and expiry date, batch & LOT details then **“THE PASSBOX”** can revert back that package to seller.
- c. It is a duty of seller to train the employees of **“THE PASSBOX”** related to installation, operation, working and reparation of machineries etc. If employees failed to install or repair the said product/machinery then **“THE PASSBOX”** will appoint the seller. Seller will bind to do that work on behalf of **“THE PASSBOX”**.
- d. In repairing circumstances, if aforesaid product / machinery falls under warranty then Seller has to repair it at free of cost and in installation circumstances seller has to install aforesaid product / machinery at free of cost.
- e. **“THE PASSBOX”** can ask the compensation against the loss occurred by courier company in case of any non- delivery, miss delivery, theft or any defects in the products during the transit.

12. RELATIONSHIP OF PARTIES

You and the **“THE PASSBOX”** will be working as independent contractors and this Agreement shall never construe a Partnership, Joint Venture Agreement and Association of persons, Franchise, Agency or any kind of Employment relationship between the parties. You will not make any statement that would contradict anything under this clause. This Agreement will not create an exclusive relationship between you and us.

13. OFFER AND ACCEPTANCE OF ORDER

The buyers shall directly place an order on this E-Commerce Platform. The buyer shall select the Machine/s or Product/s from the list provided on the platform shall also specify the quantity in which he desires to purchase.

After the order is placed and accepted, the Buyer/Recipient will receive an automated/manually generated email & text message confirmation for the order placed through the Company. This

automated confirmation email & text message shall contain the details of the order placed, tracking code, and the bill amount.

14. DELIVERY PERIOD

The product/s or machine/ries or the related product/s shall be delivered to Buyer by the Courier Company appointed by “**THE PASSBOX**” at the address provided by the Buyer.

The buyer will receive the estimate delivery of product on the approx. date as mentioned in Confirmation email or text message by “**THE PASSBOX**”

In case of any damage or leakage or missing of any product or box of parcel at the time of delivery, the Buyer shall send a photo of the damaged or leakage box or the parcel to the support team at hello@thepassbox.in or call at 1800 547 3020 for raising a complaint regarding the same.

15. PAYMENT AND PRICING

The Buyers/ Recipient shall be responsible for full payment against the order placed. It will be at the discretion of the Buyer / Recipient to choose the Mode of payment as mentioned below. The Buyer will have to bear the delivery charges for the order (if applicable) Subjected to physical dimensions of products, geographical area & transportation connectivity.

MODE OF PAYMENT	
CASH ON DELIVERY	ONLINE PAYMENT-
	DEBIT / CREDIT CARDS
	BANK TRANSFER
	NET BANKING
	NEFT
	UPI PAYMENT

The payment against the order will be directly received by the Company through payment gateway.

In case of renting of the Machineries, reminders will be sent by Company to the Buyer/Recipient 25% time in advance out of the time for which buyer rent-in the product/s, prior to expiration of the Period for which the Recipient has taken the Machinery on rent.

The Recipient shall make 100% Payment of total amount as a booking amount every time in case of rent of product.

Failing to which, the recipient may attract Penalty and will be liable to additional amount of Rent of at the rate of 18%.

The courier company appointed by the "THE PASSBOX" will received the rented machinery from the recipient registered address on decided time.

16. APPLICABILITY OF TAXES

You will be responsible for the collection and payment of any and all of the Taxes together with the filing of all relevant returns, such as, goods and services taxes or other transaction taxes, and issuing valid invoices/ credit notes/ debit notes where required. You are solely responsible for preparing, making and filing any tax audit report and statutory reports and other filings and responding to any tax or financial audits.

17. INDEMNIFICATION

You release us from, and agree to indemnify, defend and hold harmless the company, its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

- a. your use of the Service;
- b. your violation of any term of these Terms of Service;
- c. Any claim that your Content caused damage to a third party.

- d. Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or
- e. Your non-compliance with applicable laws.

18. FORCE MAJEURE

The “**THE PASSBOX**” shall not be liable for any loss or damage caused to the user as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, pandemic, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to our fault), or any other delay or default or deficiency or failure which arises from causes beyond our reasonable control.

19. TERMINATION

You may terminate the services with us by deactivating the account or unsubscribing the account. The services will be terminated automatically upon expiry of your license.

We may terminate your account or services if-

- a. you have violated the Terms of Use
- b. You do not abide by the applicable governing Laws
- c. Your activities depict unlawful conduct
- d. You create risk or possible legal exposure for us

20. CUSTOMER SUPPORT

We will provide Customer Support and guide you through an email from time to time at hello@thepassbox.in or via telephone.

21. DISPUTE RESOLUTION

Any dispute arising between you, each of you release the Company (and its agents, affiliates and employees) free from any claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

All disputes will be subject to arbitration at **Pune** in **English/Marathi/Hindi** by a sole arbitrator appointed by the Parties under the **Arbitration and Conciliation Act, 1996**.

22. MODIFICATION

We reserve the right to modify the Terms of Use from time to time and such Terms of Use shall not be retroactive and will be effective from immediate effect. The latest model/ version of the Terms of Use shall be applicable to govern the relation between us. You may receive the notification of the revised Terms of Use.

23. ELECTRONIC COMMUNICATION

Notices and other communications between Buyer, Seller and the Company hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) and by Telephone communication.

24. SEVERABILITY

If any provision of this Agreement is or becomes illegal, invalid or unenforceable that shall not affect the validity or enforceability of any other provision of this Agreement

25. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and legal proceedings may be brought in court in Pune that has jurisdiction over the claim.

Still have questions?

You can also find further details by contacting us at hello@thepassbox.in or call on 1800 547 3020
