

Terms and Conditions of My DawaiWala (MDW)

Last Updated: 1st June, 2025

Legal Notice

This document ("Terms") is an electronic record in terms of the Information Technology Act, 2000 and the applicable rules thereunder, including the Information Technology (Intermediaries Guidelines and Digital Media Ethics Code) Rules, 2021. It does not require any physical or digital signatures. This document is published in accordance with Rule 3(1) of the 2021 Rules and outlines the rules and regulations, privacy policy, and terms of use for accessing www.mydawaiwala.com and its mobile applications.

1. Introduction

Welcome to My Dawaiwala ("MDW", "we", "us", or "our"). MDW operates two primary services:

- **MDW Medicine:** A 20-minute medicine delivery platform requiring valid prescription uploads.
- **MDW Wellness:** A holistic healthcare platform offering physiotherapy, nutritionist consultations, yoga therapy, and allied health services.

By accessing or using the MDW platform (website or app), you agree to these Terms, our Privacy Policy, and applicable Indian laws.

2. Eligibility

- You must be 18 years or older or access MDW under verified parental/guardian supervision.
 - Businesses must provide valid GSTIN and licenses for B2B transactions.
 - MDW reserves the right to suspend or terminate accounts violating these Terms.
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3. Account Registration & Security

- Users must provide accurate information including name, contact, and delivery address.
 - For MDW Medicine, a valid prescription must be uploaded. Forgery is a punishable offence.
 - Users are responsible for securing their login credentials.
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4. Services Overview A. MDW Medicine

- Prescriptions are verified by licensed pharmacists.
- Delivery is usually within 20 minutes, based on stock and location.
- Substitutions are only allowed with doctor's approval or if the prescription permits generics.

B. MDW Wellness

- Users can book certified healthcare professionals.
 - With user consent, wellness experts may view medicine history for continuity of care.
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5. Orders, Payments & Refunds

- Prices are set by partner pharmacies or service providers. Additional delivery or service charges may apply.
- Payments accepted via UPI, cards, net banking, and COD (where available).

Refunds and Returns:

- Pre-dispatch cancellations: Full refund.
 - Post-dispatch refunds: Allowed only for damaged, expired, or incorrect items.
 - Non-prescription items: Returnable within 24 hours if sealed.
 - Prescription drugs: Non-returnable due to law.
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6. User Obligations Users agree not to:

- Upload forged or reused prescriptions.
 - Resell products ordered via MDW.
 - Misbehave with staff or provide misleading health/delivery info.
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7. Intellectual Property

- All content (text, visuals, logos) on MDW is owned or licensed by us.
 - By submitting feedback/testimonials, you grant us rights to use them without compensation.
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8. Disclaimers & Liability

- MDW is a facilitator—not a manufacturer, doctor, or pharmacy.
- MDW is not liable for delays due to weather, traffic, or third-party issues.
- Outcomes of wellness services may vary by individual. For emergencies, contact a hospital or doctor immediately.

9. Prescription Drugs & Delivery Model

- Prescription-based orders require genuine, legible prescriptions.
- Orders may be cancelled upon prescription validation failure.
- You authorize the delivery agent (Dawai Dost) to collect and deliver the order on your behalf.
- Substitution of drugs requires express doctor approval.
- Reuse of prescriptions is not permitted.

10. Delivery Fees, ETA, and Address Responsibilities

- Estimated delivery times are shown before order placement but may vary.
- Extra charges (rain/peak hour/small cart fees) will be displayed before checkout.
- Users must provide accurate and complete delivery addresses. Orders left unattended are at user's risk.
- For COD orders, failure to pay may result in cancellation with applicable fees.

11. Telemedicine Consultations

- Offered only if prescription verification fails.
- MDW does not provide medical advice. Teleconsultations are provided by independent doctors.
- These do not replace in-person healthcare.
- Any data collected is stored as per applicable law.

12. Termination of Access We may suspend or terminate your account for:

- Breach of Terms or applicable law.
- Fraudulent activity.
- Payment issues or repeated chargebacks.

13. Governing Law & Dispute Resolution

- These Terms are governed by Indian laws.
- All disputes are subject to the jurisdiction of courts in Kolkata, West Bengal.
- Grievance Officer:
Name: Md. Jafar
Email: grievance@mydawaiwala.com
Response Time: Within 48 hours | Resolution in 30 days

14. Communications

You hereby expressly agree to receive communications from **My DawaiWala (MDW)** via SMS, email, WhatsApp, push notifications, or phone calls regarding services, orders, updates, and promotions. This consent supersedes any opt-out preferences you may have registered under the **TRAI's National Do Not Call (NDNC) / Do Not Disturb (DND) registry**, in accordance with the **Telecom Commercial Communications Customer Preference Regulations, 2018**.

You can unsubscribe or opt-out of marketing communications at any time by:

- Visiting www.mydawaiwala.com to manage preferences;
- Clicking the "unsubscribe" link in our email newsletters.

15. Privacy Policy

MDW values your privacy. We collect, process, store, and share your information only as necessary to fulfill services and ensure compliance with laws. This includes sharing limited data with partners and service providers.

Please refer to our detailed [Privacy Policy](#) to understand how we manage your personal and health-related data in compliance with applicable data protection laws.

16. General Provisions

Notice

All notices from **My DawaiWala** will be served by email or platform notification. Any legal notice to MDW must be sent to:

✉ grievance@mydawaiwala.com (formerly care@pharmeasy.in placeholder updated)

Assignment

You may not transfer or assign these Terms to any third party. However, MDW may assign or transfer its rights and obligations under these Terms to another entity without requiring your prior consent.

Severability

If any provision of these Terms is found to be invalid or unenforceable by a court, that provision will be enforced to the maximum extent permissible, and the remainder will remain in effect.

Waiver

Our failure to enforce any right or provision under these Terms will not constitute a waiver of that right or provision.

17. Grievance Redressal

If you have any questions, complaints, or concerns, contact:

Grievance Officer: Md. Jafar

✉ **grievance@mydawaiwala.com**

☎ **+91 92309 76362**

☐ **Response within 48 hours | Resolution within 30 days**