

## Platform Terms of Service

**Please read these terms of service carefully before using this site.**

### 1. What is in these Terms?

1.1. These Terms tell you the rules for using our website [nampharmcommunity.com.na](https://nampharmcommunity.com.na). These Terms are the basis of the terms and conditions for you to use our platform. These Terms incorporate all the following Terms:

1.1.1. Privacy policy;

1.1.2. Cookies policy;

1.1.3. Customer terms and conditions; and

1.1.4. Participating Pharmacies terms and conditions.

1.2. The common terms herein apply to all the Terms and where applicable shall have the corresponding meaning, unless the meaning is reassigned in a specific set of Terms:

1.2.1. **“Products”** means products which are available on our Platform and are available to be ordered by customers;

1.2.2. **“Platform”** means any Nampharm Community website, mobile applications and/or services, found online primarily at the following domain <https://nampharmcommunity.com.na> .

1.2.3. **“Nampharm Community”** is the trading name for the Platform controlled by Nampharm (Proprietary) Limited, which is the entity which operates the Platform and accepts the rights and obligations in these Terms when dealing with Platform users.

1.2.4. **“Terms”** means any and all the terms listed above, any one of them as the context requires.

### 2. Who we are and how to contact us

2.1. **Nampharm Community** is a Platform operated by Nampharm (Proprietary) Limited (**“We”**). We are a private limited company incorporated in the Republic of Namibia, registration number 98/549 and have our registered office at Unit 156, Maerua Mall, Windhoek, Namibia. Our main trading address is 12 Gold Street, Prosperita, Windhoek.

2.2. To contact us, please email [community@nampharm.com.na](mailto:community@nampharm.com.na)

### **3. By using our Platform you accept these terms**

By using our Platform, you confirm that you have read these Terms, accept these and that you agree to comply with them. You further accept these Terms as binding on you with these Terms binding on you. If you do not agree to these Terms, you must not use our Platform. We recommend that you print a copy of these Terms for future reference.

### **4. We may make changes to these Terms**

We may amend these Terms from time to time in our sole discretion without your express consent provided that we will notify you of amendments to these Terms. Every time you wish to use our Platform, please check these Terms to ensure you understand the Terms that apply at that time.

### **5. We may make changes to our Platform**

We may update and change our Platform from time to time to reflect changes to the products, our user's needs and our business priorities or any other reason. We will try to give you reasonable notice of any major changes.

### **6. We may suspend or withdraw our Platform**

Our Platform is made available free of charge, subject to our paid subscription offerings if they are available. We do not guarantee that our Platform, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. You are also responsible for ensuring that all persons who access our Platform through your internet connection are aware of these Terms and other applicable Terms and that they comply with them.

### **7. We may transfer these Terms to someone else**

We may transfer our rights and obligations under these Terms to another organization. We will always tell you in writing if this happens and we will ensure, but we do not guarantee, that the transfer will not affect your rights under the contract.

### **8. Our Platform is only for users in Namibia**

8.1. Our Platform is directed to people residing in Namibia. We do not represent that information and Products available on or through our Platform are appropriate for use or available in other locations.

8.2. You must keep your account details safe.

- 8.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 8.4. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [community@nampharm.com.na](mailto:community@nampharm.com.na).

## **9. How you may use material on our Platform**

- 9.1. We are the owner or the licensee of all intellectual property rights in our Platform, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our Platform for your personal use and you may draw the attention of others within your organization to content posted on our Platform.
- 9.2. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 9.3. Our status (and that of any identified contributors) as the authors of content on our Platform must always be acknowledged (except where the content is user-generated). You must not use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.4. If you print off, copy, download, share or repost any part of our Platform in breach of these Terms, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these Terms).

## **10. No text or data mining or web scraping**

- 10.1. You shall not conduct, facilitate, authorize or permit any text or data mining or web scraping in relation to our Platform or any services provided via, or in relation to, our Platform for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorizing or attempting the use of):
- 10.1.1. any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our Platform or any data, content, information or services accessed via the same; and

10.1.2. any automated analytical technique aimed at analyzing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

10.2. The provisions in this clause should be treated as an express reservation of our rights in this regard. You shall not use, and we do not consent to the use of, our Platform, or any data published by, or contained in, or accessible via, our Platform or any services provided via, or in relation to, our Platform for the purposes of developing, training, fine-tuning or validating any AI system or model or for any other purposes not explicitly set out in our policies.

10.3. This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

10.4. Our Platform, its content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in Namibia (each, a **"Permitted Territory"**). By continuing to access, view or make use of our Platform and any related content and services, you hereby warrant and represent to us that you are located in a Permitted Territory.

10.5. If you are not located in a Permitted Territory, you must immediately discontinue use of our Platform and any related content and services.

## **11. Rules about linking to our Platform**

11.1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

11.2. You must not establish a link to our Platform in any website that is not owned by you.

11.3. Our Platform must not be framed on any other site, nor may you create a link to any part of our Platform other than the home page.

11.4. If you wish to link to or make any use of content on our Platform other than that set out above, please contact [community@nampharm.com.na](mailto:community@nampharm.com.na).

## **12. Our trademarks are registered**

12.1. All our trademarks are Namibia registered trademarks of Nampharm. You are not permitted to use them without our approval, unless they are part of material you are using as permitted in the Terms

### **13. Do not reply on information on this Platform**

The content on our Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Platform. Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our Platform is accurate, complete or up to date.

### **14. We are not responsible for websites we link to**

14.1. Where our Platform contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

14.2. We have no control over the contents of those sites or resources.

### **15. We are not responsible for viruses**

We do not guarantee that our Platform will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programs and platform to access our Platform. You should use your own virus protection software.

### **16. You must not introduce viruses**

16.1. You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our Platform or any part of it.

16.2. You must not attempt to gain unauthorized access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform or any other equipment or network connected with our Platform.

16.3. You must not interfere with, damage or disrupt any software used in the provision of our Platform or any equipment or network or software owned or used by any third party on which this Platform relies in any way.

16.4. You must not attack our Platform via a denial-of-service attack or a distributed denial-of-service attack.

16.5. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platform will cease immediately.

## **17. Our responsibility for loss or damage suffered by you**

### **17.1. Whether you are a consumer or a business user:**

17.1.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

17.1.2. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms <https://nampharmcommunity.com.na/terms>.

### **17.2. If you are a business user:**

17.2.1. We exclude all implied conditions, warranties, representations or other Terms that may apply to our Platform or any content on it.

17.2.2. We will not be liable to you for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

17.2.2.1. use of, or inability to use, our Platform; or

17.2.2.2. use of or reliance on any content displayed on our Platform.

### **17.3. In particular, we will not be liable for:**

17.3.1. loss of profits, sales, business, or revenue;

17.3.2. business interruption;

17.3.3. loss of anticipated savings;

17.3.4. loss of business opportunity, goodwill or reputation; or

17.3.5. any indirect or consequential loss or damage.

### **17.4. If you are a consumer user:**

17.4.1. We only provide our Platform for domestic and private use. You agree not to use our Platform for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.4.2. We will try to avoid producing defective digital content that may damage a device or digital content belonging to you and which is caused by our failure to use reasonable care and skill. However, we will not be liable for damage or harm in any form or damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place

17.4.3. the minimum system requirements advised by us.

## **18. How we may use your personal information**

We will only use your personal information as set out in our privacy <https://nampharmcommunity.com.na/terms>.

## **19. Which Country's laws apply to any disputes?**

19.1. If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by Namibian law. We both agree that the courts Namibia will have exclusive jurisdiction.

19.2. If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Namibian law. We both agree to the exclusive jurisdiction of the courts of Namibia.

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