

Online Platform Terms between Nampharm Community and Customers

These are the standard Terms that the Nampharm Community provides to all Customers who register on our platform to purchase Products on the platform and process orders as required.

1. These Terms may have changed since you last reviewed them

For a list of changes and when they were made, contact our customer service at community@nampharm.com.na.

2. Where to find information about us and our products

- 2.1. We are Nampharm (Proprietary) Limited, operating the Nampharm Community Platform, a limited company (registration number 98/549. We are based at 12 Gold Street, Windhoek, Namibia. For information on the best way to contact us, see www.nampharmcommunity.com.na (“**Nampharm**” and (“**Nampharm Community**”).
- 2.2. When you sign up to Nampharm Community you agree to all the Terms and conditions set out herein, your acceptance forming a binding agreement between you and Nampharm Community, whereby these Terms and conditions will be binding against you.
- 2.3. These Terms herein form part of the general Terms of Nampharm Community all of which are interlinked and applicable to you as if specifically incorporated herein. You further acknowledge that you have read and understood all the Terms and conditions herein.

3. Definitions specific to these terms

- 3.1. “**Pharmacies**” means independent stores that sign up to Nampharm Community as members to act as a collection point or offer delivery service for ordered Products.
- 3.2. “**Products**” means the products listed on our Platform that are selected by you for purchase.

4. Order and Acceptance

- 4.1. Orders are made by you by selecting products on our Platform and proceeding to check out to purchase the Products. Nampharm Community will prompt you to consider and confirm the order and to input your payment information which you accept will be charged for your order. Your choice of preferred pharmacy will be the one chosen by you when creating your account, you can amend your choice of preferred pharmacy on the Platform.
- 4.2. We will contact or notify you through the Platform once your order is confirmed and when your order is ready for collection or out for delivery.

4.3. All Products are sold on the Platform at the listed price, being the price visible for said Product on our Platform, which may be changed at our and the Pharmacies discretion at any time without notice to you before an order is made. Listed prices for all Products on the Platform are exclusive to our Platform only and for purchases on our Platform only.

4.4. All orders are subject to further terms and conditions which are specific to your preferred pharmacy, which will include, among others, the applicable refund and return policy.

5. Confirmed Orders

5.1. Once your order is confirmed, your preferred pharmacy will prepare your order and arrange for collection or delivery, if delivery is offered by your preferred pharmacy.

5.2. **Collection or Delivery.** The Platform allows you to opt for your choice of Pharmacies for your order. In the event that your preferred pharmacy has a delivery option available, you may incur further charges from the preferred pharmacy for this service. Nampharm Community does not play a role in the collection or delivery of the products your order.

6. Sometimes we reject orders

Sometimes we reject orders, for example, because a product is unexpectedly out of stock, because we can't verify your age (where the product is age-restricted), because you are located outside Namibia or you are not within a collection store or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid if applicable.

7. Payment Process

7.1. We charge you for an order once we confirm the availability of your order and before collection. You will own your product once we have received payment in full and risk for the product shall pass to you once collected by you from the pharmacy. Payments on the Platform shall follow the following order:

7.1.1. You select Products and proceed to check out and confirm the order;

7.1.2. When confirming your order you additionally confirm collection or delivery, if available, from the pharmacy;

7.1.3. Nampharm Community confirms the order, rejects the order or suggests a variation to the order;

7.1.4. Once the order is confirmed you will be notified and invoiced for the order, indicating all costs, fees, VAT for your order. The invoice will be available for download after payment.

7.1.5. The Platform will generate the invoice on behalf of your preferred pharmacy and the Platform only facilitates transactions between you and your preferred pharmacy;

7.1.6. You then proceed with payment of the order, through our conventional payment system or via our Community Coins (defined below);

7.1.7. Your order is prepared for collection or delivery, if available.

7.2. Payment for orders will be done through the Platform which will be facilitated by a third-party payment system or by the use of Community Coins.

7.3. When you order Products you will be charged for the following:

7.3.1. Listed price of the Product on the platform at the time of confirming your order, inclusive of any value added tax or any other applicable taxes; and

7.3.2. Any additional charges such as a delivery fee set by your preferred pharmacy.

7.4. All charges and fees payable are due immediately from confirmation of the order and will be charged to you immediately upon confirmation of your order.

8. Collection and Delivery Terms

8.1. The orders are prepared by your preferred pharmacy ahead of collection or delivery for your convenience. All collections or deliveries on our Platform are subject to the following:

8.1.1. They are made by third-party Pharmacies and we do not accept any liability whatsoever from the use of the Pharmacies.

8.1.2. Collections and deliveries are made subject to the working hours and availability of the Pharmacies, although we strive to ensure convenience to you as much as possible, we cannot control the collection and delivery times of third parties.

8.1.3. We will notify you of any delays or material changes in collection or delivery times. It is your responsibility to consider the information provided on the Platform regarding collection and delivery.

8.2. The option to collect your order or accept a delivery is subject to the following:

8.2.1. You may only collect your order from your chosen Pharmacies;

8.2.2. choose the delivery option if available from your preferred pharmacy;

8.2.3. You provide proof of order by providing the collection pin or the collection quick response code for the order available on the Platform and proof of identity when requested by the Pharmacies;

8.2.4. You may allow and authorised representative to collect or accept your order provided that they can provide proof of the order with the above mentioned collection pin or quick response code;

8.2.5. You will be required to check your order before leaving the Pharmacies or at the point when you receive a delivery and it will be assumed you are satisfied with your order once you have left the Pharmacies or have accepted the delivery; and

8.2.6. The handling, storage and cancellation of ordered Products will be subject to the terms and conditions of your preferred pharmacy.

9. Community Coin Loyalty Programme

9.1. Nampharm Community offers a loyalty programme, known as “**Community Coins**”. Community Coins can be earned on the Platform and used to settle orders on the Platform. All community coins will accrue in a community coins account on the Platform.

9.2. For the sole purposes of settling orders on the Platform, community coins have a 1:1 equal value to the Namibian Dollar simplified to two decimal places (i.e. 1 Community Coin = N\$1.00 in Platform credit).

9.3. Community Coins are not redeemable or convertible for cash, they are solely intended as a rewards program to be used on the Platform.

9.4. Nampharm Community reserves the right to decline, issue and withdraw any Community Coin at any time and for any reason. We further reserve the right to amend any Terms related to the Community Coins, including adding new terms where applicable in our sole discretion. You will be notified of any such changes.

9.5. Community Coins will be earned as a reward system for purchases made on the Platform. Community Coins will accumulate to you as orders are made and may only be used to settle future orders on the Platform.

9.6. The Community Coins will remain active for so long as your account remains active. We reserve the right to retract or revoke any Community Coins if your account has been inactive for 12 months.

9.7. We reserve the right to determine which products will accrue Community Coins.

10. Subscription packages

In the event that subscription packages are introduced onto the Platform, and in the event that you have signed up for a Subscription Package, you further accept the subscription terms which are specifically incorporated into these Terms.

11. We're not responsible for delays outside our control

If collection or delivery of your product is delayed by an event outside our control we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our customer service team: community@nampharm.com.na

12. Products can vary slightly from their pictures

A product's true colour may not exactly match that shown on your device or in our marketing or its packaging may be slightly different.

13. You're responsible for making sure your measurements are accurate

If we're making or supplying the product to measurements you provide, you're responsible for making sure those measurements are correct.

14. Changes of orders

14.1. For most of the Products, you may change your mind about your purchase and receive a refund of what you paid for it. All refunds and returns are subject to the terms and conditions set by your preferred pharmacy and we cannot guarantee that all pharmacies will offer refunds. In amplification of any refund or return terms set, the following will apply:

14.2. You can't change your mind about an order for:

14.2.1. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

14.2.2. goods that are made to your specifications or are clearly personalised; and

14.2.3. goods which become mixed inseparably with other items after their collection.

14.3. Subject to your preferred pharmacy refund terms, you may have the option to be refunded in Community Coins to be used on the Platform for future purchases.

14.4. If you change your mind about a Product you must let us know no later than 7 (seven) days after the day of collection or delivery. If the product is for regular collection (for example, a subscription), you can only change your mind after the first collection. If your purchase is split into several collections over different days, the period runs from the day after the last collection.

14.5. If you fail to collect or accept delivery of a Product from your preferred pharmacy within 7 (seven) days from confirmation of an order, the terms applicable to said order will be the terms and conditions of your preferred pharmacy and Nampharm does not accept risk or responsibility for your order or Products after confirmation of your order.

14.6. To let us know you want to change your mind, contact your preferred pharmacy.

14.7. If you handle the product in a way which would not be acceptable in-store, the pharmacy may reduce your refund, to compensate for its reduced value. For example, they reduce your refund if the product's condition is not "as new", price tags have been removed, the product-branded packaging is damaged or accessories are missing. In some cases, because of the way you have treated the product, no refund may be due. Your preferred pharmacy can advise you on whether they are likely to reduce your refund.

15. If there is something wrong with your product

15.1. If you think there is something wrong with your product, you must contact your preferred pharmacy service team as soon as you are aware of the issue with your product and their refund policy may be applied if applicable and if confirmed that there is a defect with the product. This will not apply if you notice the product has an issue/defect and you continue to use said product or fail to inform us within 5 days of becoming aware of the issue/defect.

15.2. Any refunds or returns between you and your preferred pharmacy will always be subject to the terms and conditions between your preferred pharmacy and Nampharm Community.

16. We can change products and these Terms

16.1. We can always change a Product:

16.1.1. to reflect changes in relevant laws and regulatory requirements;

16.1.2. to make minor technical adjustments and improvements; and

16.2. provided that we will notify you of any changes made to a product.

16.3. We can suspend the supply of a Product. We do this to:

16.3.1. deal with technical problems or make minor technical changes;

16.3.2. update the product to reflect changes in relevant laws and regulatory requirements; or

16.3.3. make changes to the product.

- 16.4. We may adjust the price of a product and may allow you to terminate if we do. We will contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the product for longer than 30 (thirty) days we may adjust the price so you don't pay for it while it's suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 30 (thirty) days you can contact our customer service team and we'll refund any sums you've paid in advance for products you won't receive.

17. We can withdraw products

We can stop providing a Product. We let you know at least in advance and we refund any sums you've paid in advance for products which won't be provided.

18. Termination of your registration on Nampharm Community

- 18.1. We can terminate your registration as a customer on our Platform if:

18.1.1. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example;

18.1.2. If you have said you will collect the product but you don't do this within 7 (seven) days then (unless the product is made to your specifications or is clearly personalised) we treat your order as cancelled and refund the purchase price, all of which is subject to your preferred pharmacy's terms and conditions.

18.1.3. you breach any provision of these Terms or any other Terms of Nampharm Community on 7 (seven) days notice to you of the breach and said you have not cured said breach within the 7 (seven) days notice period.

19. We don't have any liability for the products

We will not be liable for any loss caused by, directly or indirectly, from a product unless it is due to some form of negligence, fraud, dishonesty or breach of Terms from our end.

20. We use your personal data as set out in our privacy notice

How we use any personal data you give us is set out in our privacy policy:
<https://nampharmcommunity.com.na/privacy>.

21. Complaints

Our customer service team: community@nampharm.com.na will do their best to resolve any problems you have with us or our products.

22. Governing law of Terms

These Terms are governed by Namibian law and will be subject to the exclusive jurisdiction of the High Court of Namibia.

23. Other important Terms apply to our terms

- 23.1. We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under contract.
- 23.2. Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 23.3. If a court invalidates some of these terms, the rest of it will still apply. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.
- 23.4. Even if we delay in enforcing these terms, we can still enforce it later.
- 23.5. You agree to indemnify and hold Nampharm Community and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:
 - 23.5.1. your use of the Platform or services or goods obtained through your use of the Platform;
 - 23.5.2. your breach or violation of any of these Terms; or
 - 23.5.3. your violation of the rights of any third party.