

## Terms and Conditions

**These Terms and Conditions were last updated: March 21, 2025**

### 1. License Grant

Subject to your compliance with these Terms, PharmaServ Express grants you a non-exclusive, non-transferable, revocable, and limited license to download, install, and use the **PHARMASERV EXPRESS** application (“App”) on any Apple or Android device that you own or control, solely for personal, non-commercial use.

### 2. Restrictions

You agree not to:

- a. Copy, modify, distribute, sell, sublicense, or lease any part of the App;
- b. Reverse engineer, decompile, or attempt to extract the source code of the App, except as permitted by applicable law;
- c. Use the App in a way that violates any applicable laws or regulations;
- d. Rent, lease, lend, or commercially exploit the App in any manner;
- e. Remove, obscure, or alter any proprietary notices or labels in the App.

Any unauthorized use of the App beyond this license grant is strictly prohibited and may result in the termination of your access to the App.

### 3. Acceptable Use

By using PHARMASERV EXPRESS, you agree to use the App only for lawful purposes and in compliance with these Terms.

You must not engage in the following prohibited actions:

- a. **Unauthorized Access** – Attempt to gain unauthorized access to the App, its servers, or any connected systems;

- b. **Data Scraping and Extraction** – Engage in data mining, scraping, crawling, or similar activities to collect user data or content without prior authorization;
- c. **Illegal Activities** – Use the App for any unlawful, fraudulent, or malicious activities, including but not limited to copyright infringement, hacking, or distributing malware;
- d. **Disruptive Behavior** – Interfere with, disrupt, or attempt to overload the App's infrastructure, including through denial-of-service (DoS) attacks or spam;
- e. **Misuse of Content** – Use the App's content or intellectual property in any way that violates copyrights, trademarks, or other proprietary rights;
- f. **Impersonation and Deception** – Impersonate any person or entity, misrepresent your affiliation with a person or entity, or engage in deceptive practices.

## 4. Enforcement

We reserve the right to monitor usage and take appropriate action, including suspending or terminating access, if we determine that a user has violated these Acceptable Use terms.

## 5. Data Collection and Privacy

### Information We Collect

When you use PHARMASERV EXPRESS, we may collect certain information, including:

- **Personal Information:** Such as name, email address, or other details you provide when creating an account or interacting with the App.
- **Device and Usage Data:** Including device type, operating system, IP address, and usage statistics to improve app performance and user experience.
- **App Interactions:** Data on how you interact with the App, such as features used and preferences, to enhance functionality.

### How We Use Your Data

We collect and process data to:

- Provide and improve the App's features and services.
- Personalize user experience and deliver relevant content.
- Maintain security and prevent fraudulent activities.
- Comply with legal obligations and enforce our Terms.

## **Data Protection Measures**

We implement industry-standard security measures to safeguard your personal data from unauthorized access, loss, or misuse. However, while we strive to protect your data, no system is completely secure, and we encourage users to take precautions when sharing personal data online.

## **Privacy Policy**

For more details on how we handle your personal data, please review our Privacy Policy ( <https://pharmaserv.ph/privacy-policy> ), which is incorporated by reference into these Terms. By using the App, you acknowledge that you have read and understood our Privacy Policy.

## **6. User-Generated Content**

PharmaServ Express may allow users to create, submit, or share content, including text, images, videos, reviews, or other materials (“User Content”). By submitting User Content, you agree to the following terms:

### **Acceptable Content Guidelines**

You are responsible for ensuring that any content you submit:

- Does not violate laws or regulations, including those related to privacy, intellectual property, or defamation.
- Is not harmful, abusive, harassing, or discriminatory based on race, gender, religion, or any other protected characteristic.
- Does not contain spam, malware, or misleading information intended to deceive others.
- Does not infringe on the rights of others, including copyrights, trademarks, or proprietary rights.

### **Moderation & Removal of Content**

We reserve the right, but are not obligated, to monitor, review, and remove User Content that we determine, at our sole discretion, to be:

- In violation of these Terms or any applicable laws.
- Offensive, misleading, or inappropriate.
- Reported by other users as problematic or harmful.

## **Rights to User Content**

By submitting content, you grant PharmaServ Express a non-exclusive, worldwide, royalty-free, and transferable license to use, modify, display, and distribute your content within the App for operational and promotional purposes. You retain ownership of your content but acknowledge that we may use it as described.

## **7. Third-Party Services**

PHARMASERV EXPRESS may include, integrate, or provide access to third-party services, such as payment processors, analytics providers, social media platforms, or external content (“ThirdParty Services”). By using these features, you acknowledge and agree that:

- Your use of Third-Party Services is subject to their own terms and conditions, privacy policies, and practices, which are not controlled by PharmaServ Express.
- We do not endorse, guarantee, or assume responsibility for the availability, accuracy, or security of any Third-Party Services.
- Any interactions with Third-Party Services, including sharing of personal information, are at your own risk.
- We encourage you to review the respective terms of service and privacy policies of any Third-Party Services before engaging with them. PharmaServ Express shall not be liable for any damages or losses arising from your use of third-party integrations.

## **8. Intellectual Property**

All content, features, and functionality within PHARMASERV EXPRESS, including but not limited to text, graphics, logos, icons, images, software, and user interfaces (“Intellectual Property”), are owned by or licensed to PharmaServ Express and are protected by copyright, trademark, and other applicable intellectual property laws.

### **Ownership & Restrictions**

By using the App, you acknowledge and agree that:

- All rights, title, and interest in and to the App and its content remain with PharmaServ Express or its licensors.
- You may not copy, modify, distribute, sell, sublicense, or create derivative works based on our Intellectual Property without prior written consent.
- The PHARMASERV EXPRESS name, logo, and any associated branding are trademarks of PharmaServ Express and may not be used without authorization.

## **Limited License to Users**

You are granted a limited, non-exclusive, non-transferable, and revocable license to use the App solely for personal, non-commercial purposes. This license does not grant you any ownership rights in the App or its content.

## **Enforcement**

We reserve the right to take legal action against any unauthorized use, reproduction, or distribution of our Intellectual Property.

## **9. Termination**

### **Grounds for Termination**

We reserve the right to suspend or terminate your access to PHARMASERV EXPRESS at any time, with or without notice, if we determine that you have:

- Violated these Terms and Conditions or any applicable laws.
- Engaged in unauthorized, fraudulent, or illegal activities while using the App.
- Attempted to interfere with or disrupt the App's security, functionality, or other users' experiences.
- Used the App in a manner that could cause harm to PharmaServ Express or its reputation.

### **Effect of Termination**

Upon termination:

- Your right to use the App will immediately cease.
- Any data or content associated with your account may be deleted, unless required by law to be retained.
- We shall not be liable for any loss of data or inability to access the App after termination.

### **User-Initiated Termination**

You may stop using the App at any time by uninstalling it from your device. If you wish to delete your account and associated data, please refer to our [Privacy Policy] ([Insert Link]) for instructions. We reserve the right to pursue legal action for serious violations of these Terms.

## **10. Disclaimers and Limitations of Liability**

### **Disclaimers**

PHARMASERV EXPRESS is provided on an "as-is" and "as-available" basis, without warranties of any kind, express or implied. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to:

- The App being error-free, uninterrupted, or secure at all times.
- The accuracy, reliability, or availability of content within the App.
- The App being free from viruses, malware, or harmful components.
- Any implied warranties of merchantability, fitness for a particular purpose, or noninfringement.

Your use of the App is at your own risk, and you are solely responsible for any data loss, device damage, or issues arising from your use of the App.

### **Limitations of Liability**

To the maximum extent permitted by law, PharmaServ Express and its affiliates, directors, employees, or licensors shall not be liable for any:

- Direct, indirect, incidental, consequential, or punitive damages arising from your use or inability to use the App.
- Loss of data, revenue, business, or profits, even if we have been advised of the possibility of such damages.
- Issues caused by third-party services, including crashes, unauthorized access, or service interruptions.
- User errors or misuse of the App.

In jurisdictions where limitations of liability are restricted, our liability shall be limited to the amount you paid for the App (if any) or the minimum amount permitted by law.

## **11. Governing Law**

These Terms and any disputes arising from or relating to your use of PHARMASERV EXPRESS shall be governed by and construed in accordance with the laws of the Republic of the Philippines, without regard to its conflict of law principles.

## **12. Dispute Resolution**

Any legal action or proceeding related to these Terms shall be brought exclusively in the courts of Marikina City, Philippines, and you consent to the personal jurisdiction of such courts. If any

provision of these Terms is found to be invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

### **13. Changes to Terms**

We reserve the right to update, modify, or revise these Terms and Conditions at any time. If we make significant changes, we will notify users by:

- Posting the updated Terms within the App.
- Sending an in-app notification or email (if applicable).

By continuing to use PHARMASERV EXPRESS after changes become effective, you agree to be bound by the revised Terms. If you do not agree with the updates, you must stop using the App and uninstall it. It is your responsibility to review these Terms periodically to stay informed about any updates. The "Last Updated" date at the top of this document indicates when these Terms were last modified.