

TERMS AND CONDITIONS

This Agreement was last revised on August 8, 2019

I. INTRODUCTION

www.carescrubsuniforms.com (“we,” “us,” or “our”) welcomes you.

We provide you access to our services through our “Website” (defined below) subject to the following Terms and conditions, which may be updated by us from time to time without notice to you. By browsing the public areas or by accessing and using the Website, you acknowledge that you have read, understood, and agree to be legally bound by the terms and conditions of these Terms of Service and the terms and conditions of our Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of these terms, then please do not use the Website.

II. DEFINITIONS

- “**Agreement**” is a reference to these Terms and Conditions, the Privacy Policy, any order form and payment instructions provided to you;
- “**Privacy Policy**” means "<https://carescrubsuniforms.com/privacy-policy> the policy displayed on our Website which details how we collect and store your personal data;
- “**Goods**” or “**Products**” is a reference to any goods which we may offer for sale from our Website from time to time;
- “**Service**” or “**Services**” is a reference to any service defined below, which we may supply and which you may request via our Website;
- “**User**”, “**You**” and “**your**” are refers to the person who is visitor or accessing for taking any service from us. User shall also refers to the company, partnership, sole trader, person, body corporate or association taking services of this website;
- “**We**”, “**us**”, “**our**” and “**Company**” are references to CareScrubs Uniforms and Supplies LLC based in Arizona, U.S.A
- “**Website**” shall mean and include "<https://carescrubsuniforms.com>, mobile application of the Company, any successor website/applications, any website of the Company’s affiliates or any other channel facilitated and permitted by the Company;
- “**Applicable Law**” means in respect of a person, any statute, law, regulation, ordinance, rule, judgment, decree, by-law, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority or other requirements of any governmental or regulatory authority, to which such person is subject;
- “**Buyer**” or “**User**” Account shall mean an electronic account opened by the Buyer/User with the Platform to purchase the Products offered through the Website;

III. INTERPRETATION

- All references to singular include plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender shall include all the other genders.
- Reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force.
- All headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of the terms of this Agreement.

IV. INTRODUCTION AND SCOPE

- **Acceptance.** By using the Website or Services in any manner, you are bound by these Terms of Service, as well as the terms of the Agreement identified above. If you do not agree to the Terms, then do not use the Website or Services. If you are accepting these Terms on behalf of a company, organization, government, or other legal entity, you represent and warrant that (a) you are authorized to do so, (b) the entity agrees to be legally bound by the Terms, and (c) neither you nor the entity are barred from using the Services or accepting the Terms under the laws of the applicable jurisdiction.
- **Scope.** These Terms govern your use of the Website and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their own terms of service.
- **Eligibility:** Certain Service of the Website is not available to minors under the age of 13 or to any users suspended or removed from the system by us for any reason. Additionally, users are prohibited from selling, trading, or otherwise transferring their accounts to another party.
- **Electronic Communication:** When you use this Website, or send e-mails, and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you consent to receive reply communications from us electronically in the same format and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

V. SERVICES

www.carescrubsuniforms.com is an online platform that sells medical attires and supplies online. We are offering the best prices for our high quality products with simple and easy shopping experience. We are providing a wide variety of products under various categories such as Female Scrubs, Male Scrubs, Unisex Scrubs, Jackets, Labcoats, etc.

The Services are offered to the Users through various modes which may include issue of coupons and vouchers that can be redeemed for various Services.

VI. WEBSITE CONTENT

We publishes our own content as well as links, content and resources provided by third parties and content that has been specifically commissioned by us for publication on the Websites.

All proprietary rights relating to any third party links, content or resources published on the Websites remain with the original source or the author(s) of that material and where any content has been commissioned by us for publication on the Websites, any proprietary rights in such content remain with the relevant author, unless otherwise agreed or specified.

For all other content published on the Websites, the Website reserves all proprietary rights including, but not limited to, copyrights, trademarks and other intellectual property rights in and to all content on the Websites; this includes all text, graphics, photographs, logos and/or other items that appear on the Websites. We also reserves its rights over the Websites' template, including its layout and structure.

Visitors are not authorized to use the Website's name, logo or likeness without prior consent.

The content, links, and resources on the Websites is provided for general information only. It is not intended to amount to advice on which Visitors should rely. Visitors must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the website. Although we make reasonable efforts to update the information on the Websites, we makes no representations, warranties or guarantees, whether express or implied, that the content on the Websites is accurate, complete or up to date.

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All proprietary rights relating to any third party links, content or resources published on the Websites remain with the original source or the author(s) of that material and where any content has been commissioned by us for publication on the Websites, any proprietary rights in such content remain with the relevant author, unless otherwise agreed or specified.

For all other content published on the Websites, the Website reserves all proprietary rights including, but not limited to, copyrights, trademarks and other intellectual property rights in and to all content on the Websites; this includes all text, graphics, photographs,

logos and/or other items that appear on the Websites. We also reserves its rights over the Websites' template, including its layout and structure.

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VII. REGISTRATION INFORMATION

If you access this website anonymously, you will not be required to create a user name. But, in order to access certain Resources, you may be required to provide specific information and to create a user ID and password to establish an account.

You agree that the information you provide in connection with establishing any account is accurate and that you will keep your information up-to-date. You are responsible for the security of all of your user names, passwords and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breach of security. We may at our discretion suspend or terminate any of your user names and passwords at any time with or without notice.

VIII. ORDERING

- Any order for the supply of Product from this Website is between you and to CareScrubs Uniforms and Supplies LLC. At the time of ordering, while providing your details it is your duty to be careful and warrant that the information provided are true and accurate.
- Payment mode shall be:
 - Online: Visa / Mastercard/American Express/ Discover/JCB/Union Pay, Apple Pay
 - PayPal: Credit and debit cards are accepted via PayPal merchant services.
- Products purchased from this Website are intended for your use only and you warrant that any Goods purchased by you are not for resale and that you are acting as principal only and not as agent for another party when receiving the Services.
- When ordering from this Website you may be required to provide a username and password. You must ensure that you keep these details secure and do not provide this information to a third party.
- We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or

ordering from the Website. We have a secure server where we save all personal information. Personal information provided by users is transmitted and protected through a Secure Socket Layer (SSL).

- Any order that you place with us is subject to product availability and acceptance by us. When you place your order online we will send you an email to confirm that we have received it. This email confirmation will be produced automatically so that you have confirmation of your order details. The fact that you receive an automatic confirmation does not necessarily mean that we will be able to meet your order. Once we have sent the confirmation email we will then check availability and contact you with a further email. If the Goods are available and the details of the order are correct, this email will be deemed an acceptance and will specify delivery details and confirm the price of the Goods purchased. If the Goods are not available we will also let you know by email.
- All prices listed on the Website are correct at the time of publication however we reserve the right to alter these in the future. We also reserve the right to alter the product or services available for sale on the Website and to discontinue any product line or service
- You must inform us immediately if any details are incorrect. If your order has not been accepted you will be notified of this in writing together with the reasons
- Buyers have the option to not include a comment, but still rate your service. They also have the right to not leave a review or rating at all. This is their choice.
- We are happy to support you if there is any issue you can contact our back-office team for any inquiry or problem.
- We are required to collect sales tax/GST/VAT on orders delivered to certain states. Unless you are able to provide us with a valid and correct tax exemption certificate prior to our acceptance of the order, you are responsible for sales and all other taxes associated with the order.

IX. SERVICE GUARANTEE

By this website:

- We provides an opportunity for you to avail the offered products from our website.
- We does not provide any warranty or guarantee that the Service descriptions are accurate, complete, reliable, current, or error-free. If a Services offered by the Website/s is not as described, your sole remedy is to intimate us about Services for taking further action.

X. GEOGRAPHIC RESTRICTION

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to discontinue any Service at any time. Any offer for any Service made on this Website is void where prohibited.

We do not warrant that the quality of any Service, information, or obtained by you will meet your expectations, or that any defects in the Services will be corrected.

XI. GENERAL CONDITIONS

- You shall use website for lawful purpose and comply all the applicable laws while using the website;

- You shall not upload, any content that:
 - Defamatory, infringes any trademark, copyright or any proprietary rights of any person or effect any one's privacy, contain violence or hate speech, include any sensitive information about any person.
- You shall not trail, bully or harass another person;
- You may not buy or sell any Users accounts
- Always respect other Users' opinions, aspirations and goals;
- You shall not use or access the website for collecting any market research for some competing business;
- Treat other Users with kindness and humility;
- Do not judge other Users;
- Be active and supportive, and contribute;
- You shall not misrepresent or personate any person or entity for any false or illegal purpose;
- Be open-minded and listen to each other
- You shall not use any virus, hacking tool for interfering in the operation of the website or data and files of the website;
- You will not any device, scraper or any automated thing to access the website for any mean without taking permission.
- You will inform us about any inappropriate content or you can inform us if you find something illegal;

We reserve the sole right at our absolute discretion, to block any user to access the website or any part of the Website, with or without notice.

XII. EXCLUSION OF LIABILITY

In no event shall www.carescrubsuniforms.com, nor its directors, employees, partners, agents, suppliers, or affiliates, be responsible for any indirect, incidental, special, eventful or exemplary damages, including without limitation, loss of health, profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether or not based on warranty, contract, civil wrong (including negligence) or any other legal theory, whether or not we've been aware of the likelihood of such harm, and even if a remedy set forth herein is found to have failed of its essential purpose.

XIII. USE RESTRICTION

This is an Agreement for Services, and you are not granted a license to any software by this Agreement. You will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

XIV. MODIFICATIONS TO THE SERVICE

We reserves the right, in its discretion, to change, modify, add to, or remove portions of the Terms (collectively, "Changes"), at any time. We may notify you of Changes by sending an email to the address identified in your Account or by posting a revised version of the Terms incorporating the Changes to its Website. Your continued use of the Website or Services following notice of the Changes (or posting of the Terms incorporating the Changes in the event your email address is no longer valid, is blocked, or is otherwise not able to receive the notice) will mean that you accept and agree to the Changes. Such Changes will apply prospectively beginning on the date the Changes are posted to the Website.

XV. THIRD PARTY LINKS

The Website may contain links to third-party websites ("External Sites"). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

XVI. FEEDBACK

You may provide us with ideas, opinions, recommendations, feedback, or advice in connection with your use of the Services (collectively, "Feedback"). If you submit Feedback to us, you hereby grant us an irrevocable, perpetual, transferable, non-exclusive, fully-paid-up, royalty-free, worldwide license (sublicensable through multiple tiers) to: (a) use, copy, distribute, reproduce, modify, create derivative works of, adapt, publish, translate, publicly perform, and publicly display such Feedback (or any modification thereto), in whole or in part, in any format, medium or application now known or later developed; and (b) use, and permit others to use, Feedback in any manner and for any purpose (including, without limitation, commercial purposes) that we deems appropriate in its discretion (including, without limitation, incorporating Feedback, in whole or in part, into any technology, product or service).

XVII. PERSONAL INFORMATION AND PRIVACY POLICY

By using this Website, you authorize us to use, store or otherwise process your personal information in order to provide the website Services to you and for marketing and credit control purposes (the "Purpose"). The Purpose may include the disclosure of your personal information to selected third parties from time to time where we believe that the services offered by such third parties may be of interest to you or where this is required by law or in order to provide the Goods or Service to you. More information can be found in our Privacy Policy.

XVIII. ERRORS, INACCURACIES AND OMISSIONS

Great care has been taken to ensure that the information available on this Website is correct and error free. We apologize for any errors or omissions that may have occurred. We cannot warrant that use of

the Website will be error free or fit for purpose, timely, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

XIX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

THE WEBSITE AND THE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS: (I) WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE WEBSITE OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE WEBSITE OR THE CONTENT SHALL BE LIMITED TO THE MONIES YOU HAVE PAID US IN CONNECTION WITH YOUR USE OF THE WEBSITE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEBSITE. THE WEBSITE MAY CONTAIN INFORMATION ON CERTAIN SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A SERVICE ON THE WEBSITES DOES NOT IMPLY THAT SUCH SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE WEBSITE AT ANY TIME WITHOUT NOTICE.

XX. COPYRIGHT AND TRADEMARK

The Website contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be owned by us or third parties. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website or in a networked computer environment for any purpose is expressly prohibited.

If you violate any part of this Agreement, your permission to access and/or use the Content and the Website automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Website are registered and unregistered trademarks or service marks of us. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with us, the "Trademarks"). Nothing on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for each and every instance.

XXI. INDEMNIFICATION

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Website. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

XXII. MISCELLANEOUS

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

TERMINATION

Term. The Services will be provided to you can be cancelled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full; and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

ENTIRE AGREEMENT

These Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of these Terms, and any modifications must be in a writing signed by both parties, except as otherwise provided herein.

GOVERNING LAW AND JUDICIAL RECOURSE

The terms herein will be governed by and construed in accordance with the laws of the State of Arizona without giving effect to any principles or conflicts of law. The competent courts of the State of Arizona shall have exclusive jurisdiction over any dispute arising from use of the Website.

FORCE MAJEURE

We will have no liability to you, your users, or any third party for any failure us to perform its obligations under these Terms in the event that such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

HOSTING SERVICES

We have entered into arrangements with one or more third parties for hosting services that are essential to the Services, incorporated within the Services and without which the Services could not be provided to you.

ASSIGNMENT

The Company shall have the right to assign/transfer these presents to any third party including its holding company, subsidiaries, affiliates, associates and group companies, without any consent of the User.

CONTACT INFORMATION

If you have any questions about these Terms, please contact us at info@carescrubsuniforms.com.