

TERMS OF SERVICE

AurexCare Pharma

Effective Date: February 26, 2026

1. Acceptance of Terms

By accessing, browsing, or using this Website (<https://aurexcare.com>), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our Website.

2. Use License

2.1 Grant of License

Permission is granted to temporarily use this Website for personal, non-commercial transitory viewing only. This is a non-exclusive, non-transferable, limited license.

2.2 Restrictions

Under this license, you may NOT:

- Modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content
- Use this Website for any commercial purpose or public display
- Transfer any content to another person or entity
- Attempt to reverse engineer, decompile, or disassemble any software
- Remove any copyright, trademark, or other proprietary notices
- Use any automated system (robots, spiders) to access the Website

2.3 Termination

This license terminates automatically if you violate any of these restrictions.

3. Intellectual Property Rights

3.1 Ownership

All content on this Website is the exclusive property of AurexCare Pharma or its licensors, protected by:

- Copyright Act, 1957 (India)
- Trademark Act, 1999 (India)
- International copyright and trademark conventions

3.2 AI-Generated and Synthetically Created Content

Important Notice Regarding AI-Generated Content:

Certain images, graphics, videos, product representations, marketing materials, or other content on this Website may be synthetically generated or AI-created using artificial intelligence, computer-generated imagery (CGI), or similar technologies.

- Such content is used for illustrative and marketing purposes only
- Actual product packaging, labels, and formulations may differ from depicted images
- We do not warrant that synthetically generated content accurately represents actual products
- Any resemblance to real persons, places, or entities is coincidental

In compliance with Information Technology Rules, 2026 (Amendments regarding Synthetically Generated Information - SGI), we disclose that eligible content on this platform may be AI-generated.

3.3 Restrictions

No part of this Website may be reproduced without prior written permission.

3.4 Trademarks

"AurexCare" and all related logos are registered trademarks of AurexCare Pharma. Unauthorized use is strictly prohibited.

4. User Representations

By using this Website, you represent and warrant that:

- You have the legal capacity to enter into a binding contract
- You are at least 18 years of age
- You will use this Website in accordance with these Terms
- All information you provide is accurate and complete

5. User Conduct

5.1 Prohibited Activities

When using this Website, you agree NOT to:

- Violate any applicable laws, regulations, or ordinances
- Infringe upon intellectual property or other rights of others
- Post harmful, threatening, abusive, defamatory, or discriminatory content
- Upload viruses, worms, malware, or malicious code
- Attempt unauthorized access to our systems
- Engage in any activity that could disable or impair the Website

5.2 User Content

You are solely responsible for any content you submit to this Website.

6. Product Information

6.1 Accuracy

We strive to provide accurate product information but do not warrant completeness or accuracy.

6.2 Availability

We reserve the right to:

- Limit quantities purchased per customer
- Discontinue any product at any time
- Refuse or cancel any order

6.3 Pricing & Fair Practices

We commit to fair pricing practices in compliance with the Consumer Protection (E-Commerce) Rules, 2020 and subsequent amendments.

We DO NOT engage in "Dark Patterns" or deceptive practices, including but not limited to:

- False Urgency: Fake countdown timers or limited stock warnings for health products
- Forced Continuity: Automatically renewing subscriptions without clear consent
- Bait and Switch: Advertising products at low prices then revealing additional hidden charges
- Confirm Shaming: Using manipulative language to pressure users
- Hidden Costs: Failing to disclose all fees at checkout
- Pre-Checked Boxes: Automatically opting users into paid add-ons

All prices are clearly displayed in Indian Rupees (INR) and include applicable information as required by law.

7. Medical and Health Disclaimers

7.1 No Medical Advice

IMPORTANT: Content on this Website is for informational and marketing purposes ONLY. Nothing constitutes medical advice.

7.2 Consultation Required

Always seek guidance from a qualified healthcare professional before starting any medication or supplement.

7.3 Product Claims

Products are not intended to diagnose, treat, cure, or prevent any disease.

8. Orders and Transactions

8.1 Order Acceptance

All orders are subject to availability confirmation and our acceptance.

8.2 Payment Terms

- Payment must be received prior to shipment
- All transactions processed through secure payment gateways

8.3 Shipping and Delivery

- Shipping times are estimates only
 - Risk of loss passes to buyer upon delivery to carrier
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9. Returns and Refunds

9.1 Pharmaceutical Products

Due to the nature of pharmaceutical products:

- No returns for change of mind
- No exchanges unless product is defective or damaged

9.2 Defective Products

Returns accepted only for:

- Damaged or defective products (reported within 48 hours of delivery)
- Incorrect items shipped
- Products recalled by manufacturer

9.3 Refund Timelines

In compliance with modern consumer protection standards for health-related products:

- Defective/Damaged Products: Refund processed within 7-10 business days of approval
- Recalled Products: Refund processed within 7 business days
- Original payment method refund
- Shipping costs non-refundable unless error on our part

Note: Actual timeline may vary based on payment gateway processing times.

10. Limitation of Liability

10.1 Disclaimer

THIS WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED.

10.2 Exclusion of Liability

AUREXCARE PHARMA SHALL NOT BE LIABLE FOR ANY:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES
- LOSS OF PROFITS OR BUSINESS
- DAMAGES ARISING FROM USE OR INABILITY TO USE THE WEBSITE
- DAMAGES ARISING FROM ANY PRODUCTS PURCHASED

10.3 Cap on Liability

OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE RELEVANT ORDER.

11. Indemnification

You agree to indemnify AurexCare Pharma from any claims arising from:

- Your use of this Website
- Your violation of these Terms
- Your violation of any third-party rights

12. Third-Party Links

We do not control or endorse third-party websites. Your interactions are governed by their terms.

13. Privacy

Please review our Privacy Policy, which governs your use of this Website.

14. Grievance Officer (Mandatory Under IT Act)

In compliance with Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 as amended:

Grievance Officer:

Name: Ved Dwivedi
Designation: Grievance Officer
AurexCare Pharma
Mumbai, Maharashtra, India

Email: info@arexcare.com
Phone: +91 7506495494
Hours: Monday - Friday, 10:00 AM - 6:00 PM (IST)

Response Commitment: All grievances will be acknowledged within 24 hours and resolved within 30 days as per IT Act requirements.

For urgent matters, please include "URGENT" in the subject line.

15. Governing Law and Jurisdiction

15.1 Governing Law

These Terms governed by laws of India, including:

- Information Technology Act, 2000
- Indian Contract Act, 1872
- Sale of Goods Act, 1930
- Drugs and Cosmetics Act, 1940
- Consumer Protection Act, 2019

15.2 Jurisdiction

Exclusive jurisdiction of courts in Mumbai, Maharashtra, India.

16. Dispute Resolution

16.1 Negotiation

Parties will attempt to resolve disputes through good-faith negotiations within 30 days.

16.2 Arbitration

If unresolved, dispute referred to binding arbitration in Mumbai under the Arbitration and Conciliation Act, 1996.

17. Force Majeure

Not liable for failures due to natural disasters, war, government actions, pandemics, cyber attacks, etc.

18. Modifications to Terms

We reserve the right to modify these Terms. Continued use after changes constitutes acceptance.

19. Termination

We may terminate access immediately for any breach of these Terms.

20. Severability

If any provision is found unenforceable, it will be modified to the minimum extent necessary.

21. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement.

22. Contact Information

AurexCare Pharma
Mumbai, Maharashtra, India

Email: info@arexcare.com
Phone: +91 90048 09767
Website: <https://arexcare.com>