

# General Terms and Conditions for the MEDELU App (Consumer Use)

## 1. Introduction

**Provider Identity:** The MEDELU mobile application and platform (hereinafter the "App") is provided by **YMA Media Luxembourg S.à r.l.-S**, a private limited liability company incorporated under Luxembourg law, with registered office at 83, Rue Emile Metz, L-2149 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B255428 (hereinafter referred to as "**MEDELU**", "**we**", or "**us**"). These General Terms and Conditions ("**GTC**") govern your use of the App as a consumer. By downloading, registering an account, or using any part of the App, **you** (the user of the App) agree to these GTC. If you do not agree, you must not use the App.

**Scope:** These GTC form a contract **between you and MEDELU only. Pharmacies are not parties** to this contract, even though the App enables you to interact with and buy products from independent third-party pharmacies. When you purchase products or receive services via the App, **any purchase or service relationship is solely between you and the chosen pharmacy**, subject to applicable law and any terms the pharmacy may provide. MEDELU's role is **limited to providing a technological platform and support** for your interactions with pharmacies. Nothing in these GTC constitutes MEDELU engaging in the practice of medicine or pharmacy – all pharmacy services and medical advice are provided **exclusively by the pharmacies**, which retain full professional responsibility for their services.

**Description of the App:** The MEDELU App is a digital platform that connects you with participating licensed pharmacies. Through the App, you can: (a) securely communicate with pharmacists (via text, voice or video) for inquiries or sending documents (e.g. prescriptions) ; (b) browse and purchase over-the-counter ("OTC") medicines and other pharmacy-approved health products via an online storefront of your chosen pharmacy; and (c) arrange for delivery of ordered products to your home or selected address (facilitated through an independent delivery partner). The App may also provide order tracking and related notifications for your convenience. All these services are provided subject to the conditions below.

**Eligibility:** You must be at least 18 years old (or the age of legal majority in your jurisdiction) to create an account or make purchases on the App. By using the App, you represent that you have the legal capacity to enter into this agreement. You agree to use the App only for personal, non-commercial purposes and in compliance with these GTC and applicable laws.

## 2. Account Registration and Security

To use certain features of the App (such as placing orders or chatting with a pharmacy), you will need to create a user account. When registering, you must provide accurate and

complete information (such as your name, valid contact details, and delivery address). You are responsible for maintaining the confidentiality and security of your account credentials, and for all activities that occur under your account. If you suspect any unauthorized use of your account, you should notify us immediately and change your password.

**Account Use:** You agree to keep your information up-to-date and to not share your account with others. The account is personal to you; you may not transfer it to others or use it on behalf of anyone else without permission. We reserve the right to suspend or terminate your account if we suspect that any information provided is false or if your account is misused or compromised.

### 3. Communication with Pharmacies

One of the App's primary features is a **secure communication tool** that facilitates real-time messaging and calls between you and your chosen pharmacy. This allows you to ask pharmacists questions, seek advice on OTC products, or send necessary documents (for example, a doctor's prescription or an ID if needed for age verification). **All communications are end-to-end encrypted** to protect your privacy; MEDELU does not access or store the content of your messages or calls beyond what is technically necessary to transmit them. This means conversations through the App remain confidential between you and the pharmacy.

When using the communication features, **you agree to communicate respectfully and lawfully**. You must not send any offensive, defamatory, or illegal content, and you must not use the chat to seek advice or products that the pharmacy cannot lawfully provide (such as prescription medications without a prescription). Pharmacies will respond at their professional discretion. Keep in mind that any medical or pharmaceutical advice given through the App is provided **solely by the pharmacist**, not by MEDELU. Always follow the pharmacist's instructions for any medication or product, and consult a doctor for any serious health issues. **MEDELU does not provide medical advice or pharmacy services** and is not responsible for the content of communications between you and the pharmacy.

*Note:* The communication tool is not intended for emergencies. In case of a medical emergency or urgent need, contact local emergency services or a healthcare provider directly; do not rely on an App message.

### 4. Ordering and Purchasing Products

**4.1 OTC Products Only:** The App's e-commerce functionality allows you to **browse and purchase pharmacy products** that are legally permitted to be sold online without a prescription. In accordance with Luxembourg law and pharmacy regulations, pharmacies **cannot sell prescription medications via the App's online ordering system**. Any items that require a doctor's prescription or are otherwise restricted will **not be available for purchase** through the App. (You may still use the App's communication tool to send a prescription or inquire about a prescription medicine, but the fulfillment of such prescriptions will occur offline or as directed by the pharmacy, in compliance with the law.)

By using the App, you agree not to attempt to order any prescription-only or prohibited products through the online store. Pharmacies are **solely responsible** for ensuring that only eligible OTC products are offered and sold via the App.

**4.2 Contract of Sale:** When you place an order for a product through the App, you are **placing an order with the Pharmacy**, not with MEDELU. The App facilitates the order on behalf of the pharmacy, which means the **sales contract for the product is between you and the pharmacy** that fulfills your order. MEDELU is *not* a pharmacy or a seller of medicines; we provide the platform for the pharmacy's online storefront. The pharmacy is responsible for confirming order acceptance, preparing the products, and fulfilling your order in accordance with legal requirements and these terms.

**4.3 Order Process:** To place an order, select the desired products from the pharmacy's catalog in the App and proceed to checkout. You must ensure that all information you provide (such as delivery address and any relevant medical details requested for an order) is accurate. The displayed product prices and availability are determined by the pharmacy. When you submit an order, the pharmacy will receive it through the App. The pharmacy may have an order cutoff time or might reject an order if, for example, a product is out of stock or if they believe the product is not suitable for you (based on pharmacy professional judgment). **Pharmacies retain the right to refuse or cancel an order** at their discretion (for instance, if a product is unavailable or if there is concern of misuse); if this happens, the pharmacy should inform you and no charge will be made, or you will be refunded if payment was already processed.

Once an order is accepted by the pharmacy, you will receive an order confirmation via the App (and/or email). The pharmacy will then dispense and package the products. Where delivery is selected, the physical transport of the sealed order from the pharmacy to the delivery address is performed by an independent third party delivery company acting as a logistics provider.. **MEDELU has no control over the pharmacy's decisions to dispense or not dispense a particular medicine** or product – those decisions are made by the pharmacy based on their professional responsibilities. For example, if a pharmacist determines a certain medicine is not appropriate for you, they may decline the sale or suggest an alternative; this is strictly between you and the pharmacy.

**4.4 Pricing and Taxes:** Product prices are displayed in the App and include any VAT or applicable taxes unless stated otherwise. These prices are set by the pharmacies. While MEDELU strives to keep the platform updated, it is ultimately the pharmacy's responsibility to ensure prices and product information are accurate and up to date. In case of a pricing error, the pharmacy will inform you as soon as possible; you may have the option to reconfirm the order at the correct price or cancel the order. Any promotional offers or discount codes (if applicable) are provided by the pharmacy or by MEDELU in arrangement with the pharmacy.

**4.5 No Endorsement:** MEDELU's inclusion of any pharmacy or product in the App does not constitute an endorsement or guarantee by MEDELU of that pharmacy's services or the quality, safety, or suitability of any product. Pharmacies are independent third parties; while

MEDELU contracts with pharmacies to use the platform, we do not guarantee or certify the medicines or products they sell. Any product images or descriptions in the App are provided by the pharmacy (or product manufacturer) for informational purposes. If you have questions or concerns about a product (ingredients, usage, side effects, etc.), please use the App's communication feature to consult directly with the pharmacist before purchasing.

## 5. Payments and Charges

**5.1 Payment Processing:** When you purchase a product through the App, **payment is facilitated via an integrated third-party payment service provider (“PSP”)**. At checkout, you will be prompted to enter payment details (e.g. credit card or other supported payment method) in the App's secure interface. Please note that **MEDELU is not a payment processor** and does not collect or hold your payment funds on its own account. The payment transaction is **between you and the pharmacy**, with the PSP acting to process the payment on the pharmacy's behalf. Your payment details are transmitted securely to the independent PSP, which handles the charge to your card or account under its own terms of service and privacy policy. (MEDELU does not store your full payment card information; we receive only confirmation from the PSP to record that a payment was successful or not.)

**5.2 Direct Billing to Pharmacy:** When your payment is processed, the funds (minus any processing fees taken by the PSP) are routed **directly to the pharmacy's account** designated with the PSP. MEDELU at no point receives your money for the products – we simply enable the technical connection for the payment. The pharmacy is responsible for any billing documentation (receipts or invoices) for your purchase. MEDELU will issue and make available to you, via the App and/or by email, a digital receipt once payment has been successfully processed and the order is marked as delivered.

**5.3 Payment Issues:** Because MEDELU is not a party to the payment transaction and does not control the payment process, **MEDELU is not liable for any payment failures or issues** such as declined transactions, payment errors, or fees charged by your bank. These issues are between you, the pharmacy, the PSP, and/or your payment card issuer<sup>[15]</sup>. If your payment is not accepted or is later subject to a chargeback or dispute, the resolution must be handled with the pharmacy and the PSP (for example, through your bank or credit card dispute resolution). MEDELU **cannot provide refunds** on behalf of the pharmacy. If you believe you are entitled to a refund (for instance, if you cancel an order or return a product in accordance with the pharmacy's policies or legal rights), you should contact the pharmacy directly to arrange it. The pharmacy may then instruct the PSP to process any approved refund to your original payment method. *Any financial dispute or chargeback related to a purchase is to be resolved between you, the pharmacy, and the PSP or your card issuer; MEDELU will not be liable for such payment disputes.*

**5.4 Your Payment Obligations:** By confirming an order, you agree to pay the total amount for the products (product price plus any applicable taxes and delivery fees) as displayed at checkout. You must provide a valid payment method and ensure sufficient funds or credit. If

a payment fails or is rejected after order fulfillment, you remain responsible for paying the pharmacy for the products you received. Non-payment may result in cancellation of your order and/or suspension of your account.

## 6. Delivery of Products

**6.1 Delivery Services:** The App offers an option to have your orders delivered to you through a **Delivery Service**. If you choose delivery, the pharmacy will hand over your purchased products to an **independent third-party courier** (the “Delivery Partner”) coordinated via the App. The Delivery Partner is typically a professional logistics provider that MEDELU has arranged to integrate with the App. **Important:** This delivery service is provided **on behalf of the pharmacy**. The Delivery Partner is considered an auxiliary acting for the pharmacy to transport your order. MEDELU itself **does not perform deliveries** and is not a transportation company or courier. We simply transmit the delivery details to the Delivery Partner through the App and facilitate the coordination.

**6.2 Delivery Process:** When the pharmacy has prepared your order, the Delivery Partner will pick it up from the pharmacy and deliver it to the address you provided. Deliveries are generally completed within the time frame indicated in the App (e.g., same-day or next-day service, depending on the option shown at checkout). All products will be packaged by the pharmacy in compliance with applicable health and safety standards (e.g., in sealed bags or containers). Neither MEDELU nor the courier is allowed to open or alter your packages; the courier will deliver them sealed, and they are not permitted to provide any medical advice or handle the contents except for transport. The pharmacy ensures that the Delivery Partner receives only the information necessary to complete the delivery (such as your first name, address, and phone number) and not sensitive medical details beyond what's needed for delivery.

Upon delivery, you (or someone you designate who is of legal age to accept the delivery) may be required to sign or show ID if necessary (for example, if the product is age-restricted or if there is a need to verify the recipient for a medicinal product). If the courier cannot reach you, the courier may leave the sealed package at your doorstep or deposit it in your mailbox or another reasonably secure location at the delivery address. You acknowledge that such drop off constitutes delivery to you. You remain responsible for ensuring that the delivery location is accessible and reasonably secure. Additional fees for re delivery or return may apply as per the pharmacy’s policy.

**6.3 Risk and Title:** Ownership of the products and the risk of loss or damage to the products generally pass to you once the pharmacy hands over the order to you (upon delivery completion). However, under consumer protection law, the **pharmacy bears the risk for any loss or damage to the goods until they are delivered to you** (unless you separately arranged your own shipping). This means if items are lost or damaged in transit **before you receive them**, the pharmacy should replace or refund them as required by law. You should inspect the delivered products upon receipt and promptly inform the pharmacy (through the

App or by other contact means provided) of any problems, such as missing items, incorrect items, or damage.

**6.4 Delivery Issues:** MEDELU will try to ensure that the Delivery Partner performs reliably, but **MEDELU is not responsible for the logistics or any delivery failures**. If a delivery is delayed, lost, or arrives in poor condition, that issue is **between you, the Pharmacy, and the delivery service** to resolve. The pharmacy remains responsible for addressing such issues with your order, and they should assist you in tracking missing packages or replacing damaged items as appropriate. MEDELU does not guarantee any specific delivery times and will not be liable for any delay or failure in delivery, except to the extent it is due to our own technical fault. We do, however, facilitate communication – for example, the App may provide status updates or allow the pharmacy to message you about a delay. If you encounter a delivery problem, you may contact the pharmacy via the App to seek a solution.

**6.5 No MEDELU Liability for Couriers:** The Delivery Partner is an **independent contractor and not an agent or employee of MEDELU**. MEDELU is **not vicariously liable** for any acts or omissions of the delivery couriers. While we vet and choose reputable delivery partners, MEDELU cannot assume liability for any loss, damage, or misconduct during transport. In the unlikely event you have a legal claim due to something that happened during delivery (for example, courier negligence leading to product spoilage), such claim would need to be directed against the courier or pharmacy, not against MEDELU. That said, the pharmacy and MEDELU will cooperate within reason to help you resolve delivery complaints.

**6.6 Delivery Charges:** Any delivery fees will be displayed at checkout before you confirm your order. These fees are set to cover the cost charged by the Delivery Partner and may be subject to change based on distance or promotions. By confirming a delivery order, you agree to pay the shown delivery fee along with your product purchase. If an order is cancelled before dispatch or if the pharmacy cannot fulfill it, any delivery fee paid should be refunded by the pharmacy (if already charged).

## 7. User Obligations and Acceptable Use

By using the MEDELU App, you agree to the following obligations and rules of acceptable use:

- **Provide Accurate Information:** You must provide truthful, accurate personal information and keep it updated (including contact info and any health information you volunteer when communicating with the pharmacy). Misrepresenting your identity, impersonating others, or providing false prescriptions or documents is strictly prohibited and may have legal consequences.
- **Lawful Use Only:** You will only use the App for legitimate purposes. You shall **not use the App to engage in any illegal or unauthorized activities**, including (but not limited to) attempting to obtain prescription drugs without a prescription, purchasing controlled substances or other illegal products, or violating any applicable drug laws, privacy laws, or intellectual property laws.

- **Respectful Communication:** When communicating via the App (with pharmacists or any customer support), you must not send content that is harassing, threatening, defamatory, obscene, offensive, or otherwise inappropriate. Pharmacies have the right to refuse service or block communications from users who abuse the platform.
- **No Interference or Misuse:** You will not misuse the App's functionality. This includes **not attempting to circumvent security features, not introducing viruses or malicious code, and not data-mining or scraping content** from the App. You must not attempt to gain unauthorized access to any part of the system or another user's data. Also, you may not use the App in a manner that could damage, disable, or impair our services (e.g., launching a denial-of-service attack or placing excessive load on the infrastructure).
- **Personal Use:** The App is for your personal use in managing your pharmacy interactions and orders. You agree not to exploit the App commercially (for example, by collecting product information or prices for a competitor, or by reselling products obtained through the App). You also agree not to use any automated means (bots, scripts, scrapers) to access or use the App without our express permission.
- **Compliance with Pharmacy Instructions:** You agree to comply with any guidelines or instructions provided by the pharmacy when using the App. For example, pharmacies may provide instructions on how to take a medication or any contraindications. It is your responsibility to read and follow those instructions. If a pharmacy or MEDELU informs you that certain behavior is not allowed on the App (for example, sending images of someone else's prescription or misusing discount codes), you will cease such behavior immediately.
- **Device and Software Requirements:** You are responsible for having compatible hardware and software (e.g., a smartphone and updated OS) and internet connection to use the App. You should also maintain appropriate security on your device (like using a passcode and keeping your operating system updated) to protect the confidentiality of your account and communications.

Failure to adhere to the above obligations may result in suspension or termination of your access to the App (see Section 11 below) and could also expose you to liability or legal action. MEDELU reserves the right to investigate any suspected breaches of these rules and to cooperate with law enforcement or regulatory authorities if required.

## 8. Privacy and Data Protection

Your privacy is important to us. **Personal data** that you provide or that is collected through the App is processed in accordance with our Privacy Policy (available via the App or on our website) and applicable data protection laws. By using the App, you also agree to the terms of our Privacy Policy, which is hereby incorporated by reference.

**Data Sharing with Pharmacies:** When you use the App, certain personal information will be shared with the pharmacy you choose, because that is necessary to provide the service. For example, if you register with a particular pharmacy on the App, that pharmacy will have access to your profile information and any communications or orders you place with them. If you switch or use multiple pharmacies on the App, each will see the data relevant to the orders or communications you have with that specific pharmacy. **Health-related data** (such as prescription details, medication history, or any medical questions you discuss) is considered sensitive personal data. By using the App’s features to share such data, you consent to this information being transmitted to the pharmacy of your choosing. The pharmacy is obligated to treat your data with confidentiality as they would in person, and to use it only for providing pharmacy services to you.

**Roles of MEDELU vs. Pharmacy (GDPR):** Under European Union data protection law (GDPR), the **pharmacy is the “data controller”** for any personal data about you that is processed in relation to pharmacy services. This means the pharmacy determines the purposes and means of processing your personal data (for example, they decide to collect your address to deliver a medicine, or they store your order history to comply with legal record-keeping requirements). **MEDELU acts as a “data processor” on behalf of the pharmacy** for providing the App services. In simpler terms, MEDELU processes your data *under the instructions of the pharmacy* and for the purpose of operating the App (for example, hosting the data on our servers, transmitting your messages to the pharmacy, etc.). We do not use your health data for our own independent purposes unrelated to the App’s functionality. Both MEDELU and the pharmacies have obligations to protect your data.

We have entered into Data Processing Agreements with each pharmacy to ensure that your data is handled in compliance with GDPR and Luxembourg data protection laws. Among other things, MEDELU implements **appropriate technical and organizational measures** to protect personal data, including using **end-to-end encryption for your communications**, secure servers, and access controls. The App is designed so that **MEDELU staff can only see anonymous versions of the pharmacy chat messages and/or prescription content**.

**Use of Data:** Your personal data will be used for purposes including: enabling the App services (communication, ordering, delivery), facilitating payments (note: payment information is handled by the PSP, as described, and not stored by MEDELU), improving and troubleshooting the App, and complying with legal obligations (e.g., record-keeping, pharmacovigilance, or reporting requirements by pharmacies). We will not sell your personal data to third parties or use it for marketing without your consent. Some aggregated or anonymized data may be used by MEDELU to understand usage patterns or improve services, but this will not identify you personally.

**Third-Party Services:** Besides the pharmacy, and MEDELU’s own systems, we use certain third-party service providers in operating the App – for example, the payment processor, and possibly cloud hosting providers or notification services. Each of these third parties is carefully chosen for compliance and will either act as an independent controller (e.g., the PSP for payment data) or as a sub-processor under MEDELU (e.g., our cloud hosting, which

would be covered under our agreements and provide adequate security). Our Privacy Policy provides details on these third parties. By using the App, you acknowledge that your data may be shared with such parties solely for the operation of the service.

**User Rights:** As a data subject, you have rights over your personal data. These may include the right to access your data, correct it, delete it, or object to certain processing, as well as the right to data portability and to withdraw consent where processing is based on consent. Most of the health-related data in the App is controlled by the pharmacy, so if you wish to exercise your GDPR rights regarding pharmacy records (for instance, to see your order history or have your account deleted), we may direct you to contact the pharmacy. However, MEDELU will assist both you and the pharmacy in fulfilling data requests. For example, if you request deletion of your account, this will involve deleting data from our systems and ensuring the pharmacy is aware to delete any redundant copies they don't need to retain. Note that pharmacies may need to retain certain data for legal reasons (e.g. prescription records or invoice records for a minimum period required by law), even if you request deletion. If you have any questions about your privacy or data on the App, you can contact us at [info@medelu.lu](mailto:info@medelu.lu) or the pharmacy directly. Additionally, you have the right to lodge a complaint with a data protection authority (for example, the Luxembourg National Commission for Data Protection – CNPD, or the authority in your country of residence) if you believe your data is being mishandled.

For more details on how we handle personal data, please review the Privacy Policy. These GTC focus on the terms of use, while the Privacy Policy provides a comprehensive overview of data processing.

## 9. Intellectual Property

**App and Content Ownership:** The App (including its software, design, text, graphics, logos, and all other content or materials provided by MEDELU) is protected by intellectual property laws. MEDELU (and/or its licensors) retains all rights, title, and interest in and to the App and all associated intellectual property. We grant you a limited, non-exclusive, non-transferable, revocable license to use the App on your personal device, solely for the purposes described in these GTC. You must not copy, modify, distribute, sell, or lease any part of our App or included software, nor may you reverse engineer or attempt to extract the source code of that software, except as permitted by law.

**Trademarks:** "MEDELU" and the MEDELU logo are trademarks or registered trademarks of YMA Media Luxembourg S.à r.l.-S. The names and logos of pharmacies or other third parties available via the App are the property of their respective owners. These trademarks are protected by law. Nothing in these GTC grants you any license or right to use any trademark, logo, or trade name of MEDELU or any third party, except as needed for you to use the App in accordance with these terms (for example, you may briefly refer to the pharmacy's name in your communications or when sharing information about your order, but you cannot use their name or our name for any commercial purpose without permission).

**User Content:** While using the App, you may submit or upload content, such as messages, images of prescriptions or IDs, or other information (collectively, "User Content"). You retain ownership of any intellectual property rights that you hold in the User Content **you create**. However, you grant MEDELU (and our subcontractors) a limited license to process and transmit that content as needed to deliver the App's services. For example, you permit us to encrypt and store your chat messages, to display them to you and the pharmacy, and to make backup copies for security. We will only use User Content for providing the service and as otherwise permitted by these GTC and our Privacy Policy. The pharmacy will also have access to and may store copies of your communications and orders for their records; any use of your content by the pharmacy is governed by their agreement with you (implicit or otherwise) and their professional obligations (for instance, they may retain a copy of an electronic prescription you sent for their legal dispensing records).

You are solely responsible for the User Content you submit. By submitting content, you confirm that you have the right to share that content and that it does not violate any law or rights of others. You also give the pharmacy the right to use the information you provide to fulfill your orders or respond to your inquiries.

If you provide feedback or suggestions to MEDELU about improving the App, we may use such feedback without obligation to you.

## 10. Disclaimers and Limitation of Liability

**10.1 No Medical or Pharmaceutical Advice by MEDELU:** MEDELU is a technology provider, **not a healthcare provider**. We do not give medical, pharmaceutical, or any professional health advice. Any health-related information available through the App (other than your communications with a pharmacy) is for general informational purposes and is not a substitute for professional advice. The presence of pharmacy services on our platform does not mean we practice pharmacy; that remains **the sole responsibility of the pharmacies**. Pharmacies using the App are independent professionals responsible for the advice and care they provide to you. MEDELU does not guarantee any advice or information you receive from a pharmacy through the App, and we urge you to consult qualified medical professionals for any serious health concerns.

**10.2 Service Availability:** We strive to keep the App up and running smoothly, but we do not guarantee that the App will always be available or free from errors. Maintenance, updates, or technical issues may occasionally result in service interruptions. **MEDELU shall not be liable for any loss or inconvenience caused by temporary unavailability of the App**, downtime, or technical malfunctions, to the extent such issues are inherent in online services or necessary for improvements. We will try to schedule maintenance during off-peak hours and inform users of significant outages when feasible. Your understanding is appreciated in these cases. (Pharmacies are advised to have fallback arrangements for receiving orders, and likewise as a user, if the App is down and you need medication urgently, please contact the pharmacy by phone or visit in person.)

**10.3 Third-Party Content:** Any content or links provided by third parties (including information provided by pharmacies or other users) is the responsibility of those parties. MEDELU does not endorse or assume liability for third-party content. While we may moderate certain aspects of the platform, we are not responsible for verifying the accuracy or legality of information that a pharmacy posts (such as a product description or advice given in chat). If you encounter content that you believe is inappropriate or incorrect, you may report it to us.

**10.4 Items Sold and Professional Services:** All products you purchase via the App are sold **by the pharmacy, not by MEDELU. MEDELU makes no warranties regarding the quality, safety, or efficacy of any medicines or products** obtained through the App; those warranties (if any) are offered by the manufacturer or implied by law onto the seller (pharmacy). We also cannot and do not guarantee that any medication will be effective or safe for you – that determination is between you and your healthcare providers (including the pharmacy). The pharmacy is responsible for dispensing the correct medication, providing the appropriate information leaflets, and ensuring the product is properly packaged and within its expiration date, etc. Similarly, any professional advice or service (including the assessment of your needs, checking for drug interactions, and deciding whether to dispense a medicine) is provided by the pharmacy, and **MEDELU has no control over those decisions and therefore assumes no liability for them.**

**10.5 Product Liability and Recalls:** Because MEDELU does not manufacture, store, or sell the products, **MEDELU is not liable for product-related issues**, such as defective or harmful products, product liability claims, recalls, or regulatory non-compliance of the products. The pharmacy **assumes all liability for the safety and quality of the products it sells**, and the pharmacy will not hold MEDELU responsible for any product liability claims. If there is a product recall or alert for a medicine you obtained, the pharmacy is responsible for notifying you and handling any necessary actions (just as they would if you bought the product in person). Any claims of injury or damage caused by a medicine or product should be directed to the pharmacy and/or the product’s manufacturer. (However, please inform us as well if you experience an issue, so we can consider if any platform action is needed, like removing a problematic product listing.)

**10.6 Delivery and Logistics:** **MEDELU does not guarantee and is not responsible for the performance of third-party delivery services.** While we facilitate the delivery arrangement, the actual delivery is carried out by the independent Delivery Partner on behalf of the pharmacy. As noted, **issues in the physical delivery process (such as delays, loss, or damage in transit) are matters between the pharmacy, the courier, and you.** We will not be liable for any damages or losses arising from delivery problems, beyond perhaps refunding any MEDELU-charged service fee (if any) related to the delivery arrangement. The pharmacy should ensure appropriate packaging and will handle claims with the courier if needed, but MEDELU’s liability in such cases is disclaimed to the fullest extent permitted by law. Additionally, MEDELU shall not be liable for any harm resulting from the courier’s actions, as the courier is not under our control or authority.

**10.7 Payment Issues:** As described in Section 5, **MEDELU is not a party to the payment transaction** between you and the pharmacy, which is handled by an external PSP. Therefore, **MEDELU will not be liable for any payment failures, errors, or fraud** in the payment process. We do not bear liability for any unauthorized transactions or payment card issues; those should be addressed with your bank and the PSP. Our liability does not extend to refunding you for charges; refunds are handled by the pharmacy via the PSP.

**10.8 Indirect Damages:** To the maximum extent allowed by law, MEDELU will not be liable for **indirect or consequential damages** such as loss of profits, loss of opportunity, inconvenience, or any punitive damages, arising out of or in connection with your use of the App or these services. This holds even if we have been advised of the possibility of such damages. We provide this platform "as is" and do not warrant that it will meet all your expectations or that it will be error-free.

**10.9 Liability Cap:** To the extent that MEDELU is found liable to you for any claim arising from the App or these GTC (whether in contract, tort, or otherwise), **our aggregate liability will be limited to the greater of: (a) the total fees (if any) you have paid to us for use of the App in the 12 months preceding the event giving rise to the claim; or (b) EUR 100.** (Since use of the App for consumers is generally free, this monetary cap is essentially nominal in most cases.) This limitation reflects the fact that we are merely a platform provider and do not charge you for the service itself, and it is an agreed allocation of risk. **Nothing in these GTC excludes or limits any liability which cannot be excluded or limited under applicable law**, such as liability for death or personal injury caused by our negligence, or for our fraud or fraudulent misrepresentation, or other mandatory liabilities that by law cannot be capped. However, to the extent permissible, any mandatory liability that cannot be fully excluded (e.g. certain statutory guarantees) will still be subject to the limitations and exclusions set forth to the extent allowed.

**10.10 Your Legal Remedies:** If you are dissatisfied with the App, your primary remedy is to stop using it. If you have a dispute with a pharmacy or any third party (such as the courier or PSP), you release MEDELU from all claims, demands, and damages connected to such dispute. This does not affect any claim you might have directly against that third party or under any consumer protection law against the pharmacy as the seller of a product.

**10.11 No Warranty:** To the fullest extent permitted by law, MEDELU disclaims all warranties, express or implied, regarding the App. This includes any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that information on the App (including product descriptions or pharmacy information) is accurate, complete, or up to date, though we endeavor to encourage accuracy. This disclaimer does not affect any statutory warranties that cannot be disclaimed.

## 11. Termination and Suspension

**11.1 By User:** You may stop using the App and terminate your account at any time. If you wish to delete your account, you can contact us at **info@medelu.lu** or use any account deletion function provided in the App. Terminating your account will remove your profile from

the App and prevent you from accessing services. However, note that pharmacies might retain transaction records as required by law (see Privacy section). Also, any pending orders at the time of termination may still be completed by the pharmacy; you remain responsible for any obligations incurred before termination (for example, paying for an order you placed).

**11.2 By MEDELU:** We reserve the right to **suspend or terminate your access** to the App (in whole or in part) under the following circumstances: (a) if you violate any of these GTC or engage in misuse of the App; (b) if we are required to do so by law or by order of authorities; (c) if unforeseen technical or security issues require suspension to protect the system or users; or (d) if your account is inactive for an extended period (for example, if you have not logged in for over 2 years, we might deactivate your account for security and data minimization). We will normally provide notice or warning before terminating, describing the reason, except when we determine an immediate termination is necessary (e.g., in cases of severe misconduct, fraud, or threats to safety).

**11.3 Effect of Termination:** Upon termination of your account, your right to use the App ceases immediately. You should no longer access the App. Any data associated with your account will be handled as per our Privacy Policy (generally, personal data will be deleted or anonymized after account deletion, except where retention is required). Termination of your access does **not affect any rights or liabilities that accrued before termination**. For example, if a pharmacy or MEDELU has a claim against you due to your breach of these terms, termination does not waive that claim. Conversely, if you are owed a refund by a pharmacy, termination of your account does not mean you lose that right – the pharmacy should still process it.

**11.4 Continuation of Certain Terms:** Any provisions of these GTC which by their nature should survive termination (such as liability limitations, dispute resolution, governing law, and any licenses you granted to us to use content) will remain in effect even after your account or these GTC are terminated.

## 12. Amendments to the Terms

MEDELU may update or modify these GTC from time to time. Reasons for modifications may include changes in the App’s functionality, changes in legal or regulatory requirements, or improvements in terms clarity. When we make material changes, we will **notify you** through appropriate means – for example, by posting a notice within the App, updating the “last updated” date at the top of the GTC, or emailing you (if we have your email on file) a summary of key changes. **Your continued use of the App after the effective date of the updated Terms constitutes your acceptance of the revised GTC.** If you do not agree to the changes, you must stop using the App and may request deletion of your account.

We encourage you to review the GTC periodically. For minor updates that do not significantly affect your rights (for example, clarifications or typo corrections), we may not send a formal notice, so reading the terms occasionally is good practice. Any new features that we add which require your agreement to additional terms will be presented to you at the time of use,

and those additional terms (if any) will be considered part of these GTC upon your acceptance.

## 13. Governing Law and Dispute Resolution

**13.1 Governing Law:** These GTC and any disputes arising out of or in connection with them or the use of the App are governed by the laws of Luxembourg. However, if you are a consumer residing in another EU country, you may also be entitled to the protection of the mandatory consumer protection laws of your country of residence. Nothing in these terms, including the choice of Luxembourg law, deprives you of any rights you have under the law of your habitual residence pursuant to Article 6(2) of EU Regulation 593/2008 (Rome I) or other applicable consumer law provisions.

**13.2 Jurisdiction:** The courts of Luxembourg will have jurisdiction over any dispute or claim (contractual or non-contractual) arising from or related to these GTC or the App. If you are a consumer resident in the EU, you may also bring proceedings in your country of residence for disputes arising from these terms. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these terms.

**13.3 Dispute Resolution Efforts:** We value our users and aim to address concerns without the need for formal legal action if possible. If you have a dispute or issue with MEDELU or our App, we encourage you to **contact us first** (at [info@medelu.lu](mailto:info@medelu.lu) or via the App support channels) and explain your concern. We will attempt in good faith to resolve the matter amicably. For example, if you have a billing issue or a technical problem, we'll try to fix it or find a fair solution. Likewise, if we have a dispute with you, we will reach out to discuss it before pursuing legal action.

## 14. Miscellaneous Provisions

**14.1 Entire Agreement:** These GTC, along with the Privacy Policy and any other policies or terms incorporated by reference, constitute the entire agreement between you and MEDELU regarding the use of the App. They supersede any prior agreements or understandings (whether oral or written) relating to your use of the App. Please note that your arrangements with the pharmacy (for example, any consent you give to the pharmacy or any advice they give) are separate and not modified by these GTC.

**14.2 Severability:** If any provision of these GTC is held to be invalid, illegal, or unenforceable by a competent court or authority, that provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, it shall be severed (deleted) from these GTC. In either case, the remaining provisions of these GTC will remain in full force and effect.

**14.3 No Waiver:** If MEDELU fails to enforce a provision of these GTC or delays in doing so, this shall not be deemed a waiver of our rights. Any waiver of rights by MEDELU must be explicit and in writing to be effective, and any single waiver will not imply any future waiver of the same or other provisions.

**14.4 Assignment:** You may not assign or transfer any of your rights or obligations under these GTC to any other person without our prior written consent. MEDELU may assign or transfer our rights and obligations under these GTC to a third party in connection with a merger, acquisition, sale of assets, or by operation of law or otherwise. For example, if MEDELU is involved in a corporate acquisition, your account and the contract represented by these terms may be transferred to the new owner, but the same terms will continue to apply unless/until changed. We will notify you of any such assignment if it materially affects the services provided to you.

**14.5 Third-Party Rights:** These GTC do not create any rights for any person other than you and MEDELU. Specifically, except as may be expressly provided, a third-party (including any pharmacy or Delivery Partner) is not a beneficiary of these terms. Pharmacies have their own agreement with MEDELU and with you (via the sale contract), but they are not part of this GTC contract. That said, a pharmacy may enforce certain provisions herein if the law allows (for instance, liability disclaimers that protect them, but generally those are for MEDELU's benefit). In any case, these GTC do not grant any independent rights to Delivery Partners or other third parties.

**14.6 Force Majeure:** MEDELU shall not be liable for any failure or delay in performing our obligations under these GTC if such failure or delay is caused by events outside our reasonable control, including but not limited to acts of God, natural disasters, war, civil disturbance, epidemics/pandemics, governmental actions, power or internet outages, or other force majeure events. In such cases, our obligations are suspended for the duration of the event. We will, however, make reasonable efforts to mitigate the impact and resume service as soon as possible.

**14.7 Language:** These terms may be provided in multiple languages for convenience. The English version of these GTC (if you are reading it now) is the primary version. In case of any discrepancy between the English text and a translated version, the English version shall prevail, except where prohibited by local law.

**14.8 Contact Information:** If you have any questions, complaints, or concerns about these GTC or the App, you can contact MEDELU at:  
- **Email:** info@medelu.lu  
- **Postal Mail:** YMA Media Luxembourg S.à r.l.-S (MEDELU), 83, Rue Emile Metz, 2149 Luxembourg.

- **Customer Support:** You may also reach out through the App's support/contact section if available.

We will do our best to respond to inquiries in a timely manner. For pharmacy-specific questions (like product inquiries, order status, or refund requests), please reach out to the pharmacy through the App first, as they are best positioned to help. If you are unsure whom to contact, MEDELU will assist in directing your query to the right party.

By using the App, you acknowledge that you have read, understood, and agreed to these General Terms and Conditions. Thank you for using MEDELU, and we hope our platform helps provide you with a convenient and safe pharmacy service experience.