

The terms stipulated herein below shall be construed as a binding agreement between M/s. E-Biotorium Network Private Limited and you, and you hereby agree to act and perform the obligations mentioned below while dealing with the products of M/s. E-Biotorium Network Private Limited.

That you by clicking on the acceptance of the terms and conditions hereby accept the terms as mentioned below as a binding and legally enforceable agreement executed between you and M/s. E-Biotorium Network Private Limited.

That you have enquired about the business of the Company and is desirous of selling the products of the Company on the terms and conditions as mentioned hereinbelow.

That you have represented to the Company that you are well and legally eligible for selling the products of the Company and has ensured the Company that you shall not indulge in any statutory and/or regulatory violation for the purposes of conducting business of the Company.

That it is on the representation made by you, the Company herein grants you the the right to sell and/or market the products of the Company on *a non-exclusive basis* and on terms and conditions as mentioned hereinbelow.

Hereinafter, “The Company” and the “Collaborative Entity” shall be individually referred to as “PARTY” and collectively be referred to as “PARTIES”

## 1. INTERPRETATION

- 1.1. The recitals contained herein shall be deemed to be an integral part of this Agreement;
- 1.2. Words and phrases used but not expressly defined herein bear the meaning commonly ascribed to them at Indian law or in India as the case may be.
- 1.3. “Company” shall mean M/s. E-Biotorium Network Private Limited.
- 1.4. “Collaborative Entity”, “You”, “He/She”, “I” shall mean the person accepting the present terms and conditions and the one who registers himself with the company to work with the company for selling its products.
- 1.5. Unless otherwise indicated, the terms ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and derivative or similar words refer to this entire Agreement;
- 1.6. Unless otherwise indicated, references to Clauses, sub-clauses or Annexures are to a Clause, sub-clause, or Annexure as mentioned herein;
- 1.7. Headings and bold type face are only for convenience and shall be ignored for the purposes of interpretation;
- 1.8. Words importing the singular include the plural;
- 1.9. Words importing any gender include every gender;

- 1.10. The words ‘including’ and ‘among others’ and words and phrases of a like nature used in this Agreement are deemed to be followed by the words ‘without limitation’ or ‘but not limited to’ or words or phrases of a like nature whether or not such latter words or phrases are expressly set out;
- 1.11. Unless expressly stated otherwise, any reference to the ‘consent’ of a Person means such consent issued at the sole and absolute discretion of that Person;

## **2. DEFINITIONS**

- 2.1. “Agreement” shall mean the terms, conditions and obligations as stipulated herein and any other written addendum to this Agreement, if entered between the parties.
- 2.2. “Intellectual Property” includes existing, proposed and future Intellectual Property in the nature of unregistered or registered rights to any and all patents, copyrights, trademarks, trade-secrets, trade-specifications, trade-knowledge, technical or industrial know-how and other confidential and/or proprietary information and inclusive of all intellectual property that is the subject of ownership by the Company and/or its subsidiaries, venture partners and predecessors in interest, business and/or title, and/or other business arrangements, inclusive of but not limited to any oral arrangement which the Company may have entered into with the Party or other party.
- 2.3. Prospective Customers shall mean any persons (whether artificial or natural) which are the buyers of the products sold the Company either directly or by Collaborative Entity

2.4. Products shall mean items manufactured and/or marketed and/or advertised by the Company for the purpose of sale and/or commercial exploitation and shall include all future items as may be manufactured and/or marketed and/or advertised by the Company for purposes of sale and/or commercial exploitation.`

### **3. APPOINTMENT**

3.1. Subject to the terms and conditions of this Agreement, the Company hereby grants the Collaborative Entity the right to sell the products of the Company on terms and conditions as mentioned hereinbelow. The Collaborative Entity hereby binds himself to the rules and regulations of the Company as made from time to time for the conduct of its business without any requests from modifications thereto. At all times, Collaborative Entity must strictly adhere to this Agreement which shall be signed and/or accepted between the Company and the Collaborative Entity. Company may from time to time amend the this Agreement with retrospective effect without prior knowledge or consent of the Collaborative Entity

### **4. OBLIGATIONS OF THE COLLABORATIVE ENTITY.**

4.1. For the purposes of the business of the Company, the Collaborative Entity shall clearly while dealing with prospective costumers clearly identify himself & disclose the identity of the Company including address of the place of business of the Company, nature of products manufactured and/or sold by the Company, and also clearly communicate

and/ or disclose to the prospective customers its associated risks and benefits of the products of the Company.

4.2. The Collaborative Entity shall provide accurate and complete information with respect to demonstration of the product of the Company, its prices, terms of payment, return, exchange, refund policy to the prospective customers & shall not in any way hide any material information about the products of the Company.

4.3. The Collaborative Entity shall provide his identity card issued by the Company to the prospective customer prior to carrying out any sale for and on behalf of the Company and shall also show/display “Brochure” of the Company which would contain brief description of the Company & description of the products of the Company as and when demanded by the prospective customer.

4.4. The Collaborative Entity shall prior to the conclusion of sale with the prospective customer disclose the total consideration amount which would be paid to the company, in case, the prospective customers agrees to buy the products of the Company. The Collaborative Entity shall also disclose country of origin of the products of the Company & shall provide right to inspection, if the prospective customer so desires, of the products of the company at a mutually agreeable place and time as may be decided between the prospective customer and the Collaborative Entity.

4.5. The Collaborative Entity shall have a limited right to persuade the prospective customers to buy the products of the Company and shall in no means whatsoever use any coercive and/or unfair trade practices which would directly

and/or indirectly affect the business of the company while dealing with the prospective customers. Any contravention of this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.

4.6. It shall be the duty of the Collaborative Entity to protect all personal sensitive information provided by the prospective customer and shall take reasonable care and precaution that the information as provided shall not be disclosed to any third party excluding the Company which may be adversarial to the interests of the prospective customers. Any contravention of the Collaborative in respect of the present clause shall be the sole responsibility of the Collaborative Entity and the Company shall not be in any way responsible for the same.

4.7. The Collaborative Entity shall not-

- a. Visit the prospective customers premises without the identity card and brochure as provided by the Company and also shall not visit the premises of the prospective customers without prior appointment convenient to the prospective customers.
- b. Shall not provide any prospect/brochure and/or any fake description of the products which are not been approved by the Company.
- c. In pursuance of a sale, make any claims that are not consistent with the statements/product information of the products authorized by the company.

- d. In pursuance of a sale, shall not mislead the prospective customers in purchasing the products of the company by providing any information which are inconsistent to the claims of utility of the products manufactured by the company.
  - e. Shall not receive and/or demand any sale consideration or any part of it pursuant to the sale of the products of the Company in cash and/or in kind in his personal and/or affiliates bank account. It shall be non-revocable obligation of the Collaborative Entity to provide the bank details of the Company for the transfer of sale consideration of the products of the Company.
  - f. Shall not demand any token money/earnest money from the prospective customers for the products ordered.
  - g. Shall not sell the product above the Maximum Retail Price (MRP) and/or below the selling price as specified by the company in respect of products of the company from time to time.
  - h. Shall not in any way put to sale the products of the Company through any E-commerce medium and/or platform.
  - i. Shall not disparage and/or defame the Company in any manner in front of the prospective customers.
- 4.8. It has been communicated to the Collaborative Entity that the Company does not provide any warranty and/or guarantee and/or refund and/or replacement and/or return of whatsoever nature of its products. In pursuance of the same,

the Collaborative Entity shall compulsorily make known to the prospective customers of the said policy of the company with reference to warranty and/or guarantee and/or refund and/or replacement and/or return while dealing with the prospective customers. Any adversarial claims made by the Collaborative Entity while dealing with prospective customers with respect to the above referred policies shall be the sole responsibility of the Collaborative Entity and the Company shall not in any way be held responsible for the same and/or be required to fulfill the same.

4.9. It shall be necessarily communicated to the prospective customers that the Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company. Any such representation made by the Collaborative Entity shall be void and the Company shall not be in any way liable to be obliged by the same.

4.10. It shall be necessarily communicated to the prospective customers that they shall be solely responsible for the products bought after inspection of the products of the Company. Notwithstanding, in case, the goods tend to be defective, prospective customers would always have the option to not accept the products in its defective condition of which loss shall be borne by the Collaborative Entity if the goods were not defective during the inspection of the Collaborative Entity during pick up from authorized centers of the Company.

4.11. It shall be necessarily communicated to the prospective customers that though the products as offered by the Company helps for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen, the prospective customer shall not in any way alter and/or modify and/or change any medicines/prescriptions/medical

treatments as recommended to the prospective customers by the concerned doctor as may be hired by the prospective customer. Any deviations from the responsibility as specified in this clause shall be the sole responsibility of the Collaborative Entity and the Company shall not in any way be responsible for the same.

- 4.12. It shall be communicated to the prospective customers by the Collaborative Entity that any claims made with respect to delivery of the goods shall always be subjected to availability of stock of the products ordered by the prospective customers with the Company.
- 4.13. The Collaborative entity shall after the confirmation of order by the prospective customers shall be required to do the following-
  - a. Immediately contact the company & enquire about the availability of the stock of the product ordered by the prospective customers. In case of non-availability, the same shall immediately be informed to the prospective customer without any delay or demur.
  - b. In case of availability, procure the product from the pickup centers authorized by the Company. During such procurement from authorized pick-up centers, the Collaborative Entity shall necessarily carry out thorough inspection of the products for any defects of whatsoever nature. It shall be only upon satisfaction of such inspection; the Collaborative Entity shall accept the delivery of product from authorized pick-up centers of the company.
  - c. After such procurement upon satisfaction by the Collaborative Entity, he shall deliver the product to the

prospective customers through any mode as may be desirable to the Collaborative Entity. Notwithstanding anything, the Company shall not be in any way be responsible for any damage of whatsoever nature to the products during the transit from the authorized pickup centers of the Company. If any damage is caused to the products as ordered by the prospective customers during transit, the Collaborative Entity shall be solely responsible for the same & the company shall not in any way be asked to replace/repair/refurbish the products of the company. Any loss caused during transit shall be borne by the Collaborative Entity.

- d. Upon delivery to the prospective customer, the Collaborative Entity shall necessarily ask the prospective customer and/or its agents as may be specifically assigned by the prospective customer to inspect the product delivered for any defects of whatsoever nature. The Collaborative Entity shall further communicate to the prospective customer, that after necessary inspection, the prospective customer shall only purchase the product after due satisfaction and if the said products as ordered are accepted, the prospective customer shall be liable to waive off any right of warranty and/or guarantee and/or refund and/or replacement and/or return from the Company.
- e. Upon acceptance of product, the Collaborative Entity shall provide the Bank details of the Company for immediate IMPS/NEFT and/or any other mode of instant transfer for the payment of consideration towards the products sold by the Collaborative Entity. It shall be responsibility of the Collaborative Entity to ensure that the consideration of the products sold is received by the Company and only upon such receipt by the Company,

the Collaborative Entity shall handover the possession and/or ownership of the products to the prospective customer.

## 5. **OBLIGATIONS OF THE COMPANY.**

5.1. The Company shall provide upon execution of this Agreement an identity card to the Collaborative Entity which shall necessarily contain the name, address of the Collaborative Entity, Identity of the Company including address of the place of business of the Company. The Company shall also provide a Brochure of the business of the Company to the Collaborative Entity for the purposes of conducting business of the Company.

5.2. The Company shall provide accurate and complete information with respect to demonstration of the products of the Company, its prices, terms of payment, return, exchange, refund policy to the Collaborative Entity which can then be communicated to prospective customers

5.3. It shall be immediately upon execution of the Agreement communicated to the Collaborative Entity that the Company does not provide any warranty and/or guarantee and/or refund and/or replacement and/or return of whatsoever nature of its products. In pursuance of the same, it shall be duty of the Collaborative Entity to compulsorily make known to the prospective customers of the said policy of the company with reference to warranty and/or guarantee and/or refund and/or replacement and/or return while dealing with the prospective customers.

- 5.4. It shall be immediately upon execution of the Agreement communicated to the Collaborative Entity that the Company does not provide any insurance, installment or credit payment scheme for the products sold by the Company. It shall be necessarily instructed by the Company to the Collaborative Entity to not make any claims with reference to above.
- 5.5. It shall be immediately upon execution of the Agreement be the duty of the Company to guide and inform its Collaborative Entity that the products as offered by the Company helps for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen. It shall also be communicated to the Collaborative Entity that the prospective customers shall not be in any way be instructed and/or advised by the Collaborative Entity to alter and/or modify and/or change any medicines/prescriptions/medical treatments as recommended to the prospective customers by the concerned doctor as may be hired by the prospective customer.
- 5.6. It shall be communicated to the Collaborative Entity by the Company that any claims made with respect to delivery of the goods shall always be subjected to availability of stock of the products ordered by the prospective customers with the Company.

## **6. PAYMENT TO THE COLLABORATIVE ENTITY**

- 6.1. The company shall pay to the collaborative entity a bonus on the basis of the of its sales performance as made by the collaborative entity after every 12 hours.

6.2. Bonus paid to the collaborative entity depends on the company policy and upon the type products sold and also depends on the price on which the said product has been sold by such collaborative entity.

6.3. The company may change its policy for payment of the bonus without prior notice to the collaborative entity and that the collaborative entity hereby agrees to accept the same.

## **7. INTELLECTUAL PROPERTY**

7.1. The Company shall be the sole owner of all the Confidential Information & Intellectual Property and all patents, patent rights, copyrights, trade secret rights, trade mark rights and other rights anywhere in the world in this connection. The Collaborative Entity hereby agrees to hold in confidence and not to directly or indirectly use or disclose, either during or after termination this Agreement with the Company, any Confidential Information he/she obtains or creates during the period of collaboration, whether or not during working hours, except to the extent authorized by the Company or until such Confidential Information becomes generally known. The Collaborative Entity hereby agrees not to make copies of such Confidential Information except as authorized by the Company, and hereby assigns to the Company any and all rights, title and interest he/she may have or acquire in such Confidential Information. Upon termination of this Agreement or upon an earlier request of the Company, the Collaborative Entity will return or deliver to the Company all tangible forms of such Confidential Information in his/her possession or control, including but not limited to drawings,

specifications, documents, records, devices, models or any other material and copies or reproductions thereof.

## 8. **OTHER CLAUSES**

8.1. Collaborative Entity is not an employee of the Company and shall not be entitled to any employee's benefits. Collaborative Entity shall be responsible for paying all taxes whether direct or indirect including but not limited to Income Tax, GST and other taxes chargeable to Collaborative Entity on amounts earned hereunder. All Legal, Statutory, financial and other obligations associated with Collaborative Entity's business / income shall be the sole responsibility of the Collaborative Entity.

8.2. It is made and understood in very clear terms that a Collaborative Entity is not an Agent, Employee nor an authorized representative of the Company or its service providers. He is not authorized to receive/accept any amount/payment for and behalf of the Company and any payment received by him/her from any party shall not be deemed to be received by the Company.

8.3. The Company reserves its right to withheld / block/ suspend the rights and privileges of the Collaborative Entity if he / she fails to provide any details as desired by the Company from time to time.

8.4. Collaborative Entity is prohibited from listing, marketing, advertising, promoting, discussing, or selling products / services, or the business opportunity on any website / online portal / mobile application / online forum or any other online

medium.

8.5. Collaborative Entity shall not repackage, or otherwise change or alter any of the packaging labels of Company's Products.

8.6. Collaborative Entity shall not by any means disparage/defame the products of the Company as well as the Company and/or its directors, Managers, Key Managerial Personal either during the continuance of this Agreement and after the termination of this Agreement for any reasons whatsoever. Any such action by the Collaborative Entity shall be liable to prosecution by the Company under civil and/or criminal laws prevailing within India.

8.7. Collaborative Entity is an independent contractor, and nothing contained in this agreement shall be construed to the following :

- a. Give any party the power to direct and control the day-to-day activities the other party.
- b. Constitute the parties as anything else but only independent entities including but not limited to partners, agencies, joint ventures, co-owners.
- c. Allow Collaborative Entity to create or assume any obligation on behalf of Company for any purpose whatsoever.

## **9. MODIFICATION OF THIS AGREEMENT**

9.1. Notwithstanding anything stated or provided herein, Company reserves the complete rights and discretion to modify, amend, alter, or vary the terms and conditions,

products, services, marketing plan, compensation plan/method, incentive plan/method and any other policies at any time without any prior notice. Modification shall be published through the official website of the Company or any other mode as company may deem fit and proper and such modification/amendment shall be applicable and binding upon the Collaborative Entity from the date of such modification/notification. If the Collaborative Entity does not agree to such amendment, he/she may terminate his/her rights, benefits and privileges as a Collaborative Entity within 15 days of publication of such modification/notification by giving a written notice to the Company to such effect. Without any objection to such modifications/alterations it shall be deemed that he/she has accepted all modifications and amendments in the terms & conditions of this agreement.

## **10. INDEMNIFICATION**

10.1. The Collaborative Entity shall hereby indemnify the company, its employees, directors, agents, and each of their Affiliates (the "Indemnified Parties") against, and agree to hold them harmless from, any and all damages including any claim, charge, action, depletion or diminution in value of the assets of the Company, loss, liability and expense (including but not limited to reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, lawsuit or proceeding) (hereinafter referred to as "Loss") incurred or suffered by the Indemnified Parties and arising out of or relating to any misrepresentation, negligence, malfeasant acts or breach of warranty / trust to be performed by the Collaborative Entity pursuant to this agreement.

## 11. TERMINATION

11.1. The company is free to review the performance of any Collaborative Entity at timely intervals. Any Collaborative Entity not performing to the full satisfaction of the company in terms of securing new orders, in compliance of company's policies and terms and conditions of this agreement is liable to be terminated. The Company shall issue a notice to the Collaborative Entity who is found liable for termination, after 30(15) days of the issuance of such notice this agreement shall be terminated.

11.2. The Company shall be at complete liberty to terminate this agreement and devoid the Collaborative Entity of their benefits, rights and privileges in occurrence of any of the following event(s) :

- a. Where a Collaborative Entity is found to have made no purchases by himself/herself of products and services for a period of 3 months since the date of joining the Company as a Collaborative Entity or where there is no purchases by himself/herself of products or services for a continuous period of 3 months since the date of the last purchases made.
- b. Where a Collaborative Entity failed to comply with any terms and conditions of this agreement.
- c. Where information given by Collaborative Entity found wrong/false/misleading intentionally or otherwise.
- d. Where Collaborative Entity is no longer the citizen of The Republic of India.

- e. Where Collaborative Entity is convicted of an offence punishable imprisonment of whatever term.
- f. Where Collaborative Entity resigns voluntarily.
- g. Where Collaborative Entity provides the same bank details with fake name and fake KYC details.
- h. Where a Collaborative Entity being associated with its upline member joins another upline member without the process of resignation.
- i. Where a Collaborative Entity after providing resignation to its upline member joins another upline member before the cooling period of 90 Days.
- j. Where a Collaborative Entity fails to provide its KYC details and cancelled cheque

## **12.NOTICES**

- 12.1. Any notice and other communications provided for in this Agreement shall be in writing and shall be sent prepaid registered post with acknowledgement due or speed post, in the manner as elected by the Party giving such notice at the address details stated below.
- 12.2. The relevant address of each Party for the purposes of receipt of notices and communications under this Agreement shall be the addresses as set out in the respective parties' title clauses to this Agreement.

12.3. Any Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than 30 (Thirty) days prior written notice thereof and till such written intimation, any notice/communication transmitted at the last known address shall be valid and good service.

### **13.GOVERING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by, interpreted and construed in accordance with the laws of India, as applicable to the State of Maharashtra and shall be subject to the exclusive jurisdiction of competent courts of Thane City.

### **14.DECLARATION BY THE COLLABORATIVE ENTITY**

By registering yourself with the company you hereby declare that;

14.1.You are of or above 18 years of age, you are an Indian Citizen and that you have provided the required information accurately. You have documents to support this declaration and information that you have provided.

14.2.You have read and understood the terms and conditions for appointment as a Collaborative Entity of the Company under this Agreement and understands that by submitting this declaration you will be entering into a non-transferable binding agreement as per the Indian Contract Act 1872 and you shall be terminated if you do not adhere to these terms

14.3. You declare that you have not been given any assurance or promise or inducement by the Company or its Directors or the Collaborative Entity who is introducing you in regard to

any fixed income incentive, prize or benefit on account of any purchase and you have applied to appoint yourself as a Collaborative Entity on your own volition.

14.4. You shall not publish any information or claim which is not in accordance with the company and you shall not sell / list / publish any product / service or packages on any digital / online platform.

14.5. You have clearly understood that eligibility of income exclusively depends on your performance in business volume as per the marketing method / plan, compensation method / plan.

14.6. You further agree that the company reserves the right to change the marketing method / plan, compensation method / plan at any point of time without any prior notice.

14.7. You have been informed and explained clearly about the Company's various offerings, its policies and activities along with Return Policy, Exchange Policy, Refund Policy, Privacy Policy by the company and you have understood them and agree to these terms stated in the above mentioned agreement & shall not dispute the same.

## **15. MISCELLANEOUS PROVISIONS**

15.1. Non-Waiver: No delay, forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement by the other Party shall in any way affect, diminish or prejudice the right of such formerly mentioned Party to require performance of that

provision by the latter. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

- 15.2. Cumulative Rights: All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently. These rights of the Company herein provided, shall be without prejudice to the right and remedies available to the Company under the Applicable Law and in equity.
- 15.3. Entirety: This Agreement constitutes the entire agreement between the Company and the Collaborative Entity with respect to the subject matter hereof to the exclusion of and shall supersede all other prior documents including term sheet/s, letter/s of intent, agreement/s, arrangement/s, understanding/s and assurance/s, either written or oral or vide exchange of emails (including exchange of drafts vide email), existing or proposed, between the Company and the Collaborative Entity or their representatives, relating to the subject matter hereof. The Company and the Collaborative Entity hereby expressly waive any and all the surviving terms contained in any and all of the abovementioned agreements, arrangements, understanding and assurances, either written or oral or existing or proposed.

15.4. Partial Invalidity: If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any Applicable Law or regulation or government policy, then and in such an event, the remainder of this Agreement; and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the Applicable Law. Any invalid or unenforceable provision of this Agreement shall be replaced by the Parties in good faith with a provision, which is valid and enforceable and which most nearly reflects the original intent of the unenforceable provision.

15.5. Act of God Event: The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, lockdowns, pandemics, terrorist activities, nationalization, acquisition of the company's asset by the government to any other government/semi government agency, civil/financial emergency by the government, any other government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, server failure, cyber attack, Technology or allied constraints, Raw Material Supply Constraint, or any type of redirection by Government (Central and / or State), local Authority or any other government department.

15.6. Binding Nature: This agreement shall have the same effect as if this agreement has been executed between the parties physically and/or in person and shall be binding upon the parties and shall be legally enforceable in the court of law.

15.7. All the articles, Identity Card and Brochures provided by the company shall be chargeable as per its cost which shall be decided by the company and which may change from time to time as per company policies.

This Agreement shall be binding on the Parties hereto and all persons claiming through or under them. None of the parties shall have or claim any right (whether during the subsistence of this Agreement or thereafter) which is not covered in, or which is inconsistent with, this Agreement and none of the Parties shall make any representation to or contract with any person contrary to what is provided herein.

## *Terms of Use*

All content, information and services provided on our and through our Site may be used only under the following terms and conditions, as they are amended from time to time.

These terms of use constitute a legally binding agreement made between you (“individual accessing the website”) and E-Biotorium Network Pvt. Ltd. (Company, “we”, ‘us”, or “our”), concerning your access to and use of the E-Biotorium Network Pvt. Ltd., website as well as any other authorized media channel/mobile website/mobile application/related link or otherwise connected thereto (collectively the site). In order to help make the site a secure environment for the purchase of are all our Products, all users are required to comply with these terms of use.

By accessing, browsing and/or using this site, it shall be deemed that you have read, understood and agree to abide and comply with the website Terms and Conditions as stipulated hereinbelow.

If you do not agree with all of these terms of use than you are expressly prohibited from using the website and must discontinue to use the present website immediately. If you are a distributor/collaborative entity of products of E-Biotorium Network Pvt. Ltd., you are bound by additional terms and conditions, including but not limited to those contained in your Declaration.

Supplemental terms and conditions or documents that may be posted on site from time to time are hereby expressly incorporated herein by reference. We reserve the right in our sole discretion, to make changes or modifications to these Terms of Use at any time for any reason.

It shall be deemed that the changes/ amendments/ alterations/ modification/ updates, which may/shall be made the E-Biotorium Network Pvt. Ltd. in its terms of use of the present website shall be known to you without you hereby waive the right to receive specific notice of any such policy changes/ amendments/ alterations/ modification/ updates. It shall be your responsibility to periodically review this Terms of Use and to stay informed of such changes/ amendments/ alterations/ modification/ updates as made by E-Biotorium Network Pvt. Ltd.

Your action of accessing the website after such changes/ amendments/ alterations/ modification/ updates shall be deemed that you have accepted such changes/ amendments/ alterations/ modification/ updates and thereby continuing the use of the same.

## **Eligibility To Use**

We grant you a limited license to visit, browse, access and use this website in accordance with the terms and conditions as stipulated herein.

You are eligible to use this website if you are capable of forming a legally binding contract under applicable law. If you do not qualify to use this website, you must immediately cease all use of this website.

Unless otherwise specified, the content provided in this site is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from this website.

You may not obtain or attempt to obtain any materials or information through any means not intentionally made available to you through this site.

You or anyone obtaining access through this website through you will not use this website or any contents thereof to commit a crime or facilitate the commission of

any crime or other illegal or tortious acts which shall cause any loss and/or damage to E-Biotorium Network Pvt. Ltd.

You are only eligible to use the present website after attaining the age of 18 years and above, if you are under the age bar as mentioned previously, you shall with immediate effect restrain yourself from accessing the same.

If you are using the present website on behalf of a company and/or a firm and/or an organization or on instruction of any person, it shall be deemed that you are an authorized representative of that company and/or a firm and/or an organization or the Principal under whose instructions you have accessed the website.

You shall not use this website in such a manner which may cause any loss and/or damages to E-Biotorium Network Pvt. Ltd. and also shall not allow any other person acting on your instructions to do the same.

If you are accessing this website from a country other than India, you shall access the same on your sole risk and cost and that you shall be responsible for compliance of the concerned governing laws of your country.

**SPECIFICATION OF PRODUCTS/GOODS:**

We have provided a deep and through specification of our products including its use, benefits, do's & dont's, scientific backgrounds and many research references and you can access the same by *[clicking here](#)*.

Appearance of the Products as displayed on the website are for the sole purpose of giving an approximate idea of the said products sold by the company and the same shall in no way form any kind of agreement and/or contract between you (customer) and the company.

You hereby agree that the products supplied may not comply with all respects as displayed on the website.

Further that we do not provide any color choice to the customers as the said product is used for its scientific purpose and you hereby agree for the same.

Products sold by the company are subjected to scientific and technical changes and E-Biotorium Network Pvt. Ltd. Reserves the right to change and/or alter the specification without notice at any time before the delivery.

## **USAGE WARNINGS**

Persons having equipped with pacemakers, defibrillators, implanted insulin pump or other electro medical devices Should not use our products as the magnetic force may cause the aforesaid medical devices to dysfunction.

You should not place your electric devices and/or electric gadgets, debit/credit cards on our products for the same reason that it may cause your electric device and/or gadgets, debit/credit cards to dysfunction.

Women should not use our products during their pregnancy and should consult their Health Care professionals before using magnetic therapy products.

Though our products helps for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen, we do not advise you to change any medicines/prescriptions/medical treatments as recommended by your concerned doctor and that if you are

under any medication we do not advise you to stop the same before consulting your doctor/medical practitioner.

One should not use this information to diagnose or treat any health problems or illness without consulting the physician or doctor. Please consult a pediatrician if a child has to use the product.

All E-Biotorium Network Pvt. Ltd. products are 100% natural, additional/alternative therapy products for external support and use only.

### **INTELLECTUAL PROPERTY**

The content posted on the website alongwith its logo, graphics, design and arrangement of various website sections are covered under the copyright laws, ALL RIGHTS RESERVED.

We reserve the right to post our content on any third party website and/or on any mobile applications, but the same shall not be construed that the third party website and/or

such mobile application is the owner of such content posted by us.

Any content downloaded by you from our website shall be subjected to copyright laws and that you shall not be termed as the owner of such downloaded content.

Except otherwise provided herein, no individual and/or organization shall copy, alter, transmit, modify and/or record any of such content, design and/or data and use the same on its website or through any other platform which may cause confusion to people in identifying us without our prior permission.

**INDEMNIFICATION:**

You hereby indemnify the company, its employees, directors, agents, and each of their Affiliates (the "Indemnified Parties") against, and agree to hold them harmless from, any and all damages including any claim, charge, action, depletion or diminution in value of the assets of the Company, loss, liability and expense (including but not limited to reasonable expenses of investigation and reasonable attorneys' fees and expenses in

connection with any action, lawsuit or proceeding) (hereinafter referred to as "Loss") incurred or suffered by the Indemnified Parties and arising out of or relating to any misrepresentation, negligence, malfeasant acts or breach of warranty resulting from violation of terms and conditions of E-Biotorium Network Pvt. Ltd.

### **NOTICES**

Any notice and other communications provided for shall be in writing and shall be sent with prepaid registered post with acknowledgement due or speed post, at the registered address as provided in *contact us* section of this website.

### **ACT OF GOD:**

The Company shall not be liable for any failure to perform its obligations where such failure has resulted due to Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, lockdowns, pandemics,

terrorist activities, nationalization, acquisition of the company's asset by the government to any other government/semi government agency, civil/financial emergency by the government, any other government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, server failure, cyber attack, Technology or allied constraints, Raw Material Supply Constraint, or any type of redirection by Government (Central and / or State), local Authority or any other government department

**WARRANTY AND GUARANTEE:**

E-Biotorium Network Pvt. Ltd. does not provide any warranty and/or guarantee and/or refund and/or replacement and/or return and/or no exchange of whatsoever nature of its products. In pursuance of the same. No claims shall be entertained by E-Biotorium Network Pvt. Ltd. with respect to the above referred policies.

It is hereby communicated that you shall be solely responsible for the products bought only after inspection of the products of the Company. Notwithstanding, in case, the

goods tend to be defective, you would always have the option to not accept the products in its defective condition.

You shall necessarily inspect the products while accepting the delivery from our distributors and/or from the authorized pick-up centers and only after thorough inspection you shall accept the product and thereafter make the payment to us with the bank details as provided by us.

Once you accept the delivery from our distributor and/or from our authorized pick-up centers and/or from the company after thorough inspection it shall be deemed that you have inspected the product and that there is no defect in the product and that you have accepted the delivery after due satisfaction and after you transfer the consideration amount and/or the selling price to us you shall thereby waive your right to return the said product.

If you, after the inspection of the product delivered to you by our distributors and/or collaborative entity and/or from our authorized pick-up centers feel that the said product is defective, you shall always have the right to not accept the same and ask for another product.

If you do not agree and/or accept the above shipping policy you may purchase our products from our authorized pick-up centers and in case if there is no authorized pick-up center near you, you may wait until a pick-up center authorized by the company is launched in your area.

However, the above clause shall not be applicable if you order our product directly through our website and that you shall waive your right of inspection while ordering our product directly from the website and that we will not be responsible for any damage and/or defect which occur during the transit and that you shall order the same at your sole risk and cost.

All E-Biotorium Network Pvt. Ltd. products are 100% natural, additional/alternative therapy products for external support and use only.

Products as offered by the Company help for providing health benefits, which may not be tangible and/or apporioned and/or visibly seen we also do not instruct and/or advise to alter and/or modify and/or change any

medicines/prescriptions/medical treatments as recommended to you by your concerned doctor.

**PRICING POLICY:**

Price of the products shall be displayed to you before you place any order with us alongwith the taxes, shipping charges, handling charges, convenience fee and any other charges as may be applicable, and the final price shall be inclusive of all such charges of the product ordered by you.

We do not provide any insurance, installment or credit payment scheme for the products sold by us. Company shall not be held responsible for any such representations made by any third party including the authorized collaborative entity/ distributors/ pick-up centres, any such representation made shall be void and the Company shall not be in any way liable to be obliged by the same.

We do not accept orders based on Cash on Delivery and that you shall have to pay the selling price of the product as displayed on the website through online payment portal as provided by us, order shall be accepted only after the

receipt of the payment for the product ordered by you thereafter the process of shipping shall be given effect thereto.

Price of the products may vary for different states within the country of India and outside India depending the shipping charges, weight and quantity of the products ordered, taxes as applicable within that state or country as the case maybe.

E-Biotorium Network Pvt. Ltd. reserves the right to change the price of its products according to its policies and also depending on various factors such as increase in price of Raw Materials, inflation, wages, changes in shipping charges, exchange rate fluctuations, alteration of duties, and other incidental costs incurred by us for the process of manufacturing the products.

You shall have to pay the entire invoice amount as shall be displayed to you on the website/mobile application while placing the order and that any amount lower the amount as displayed by us shall not be accepted and that we cannot

process your order due to deficiency in payment made by you.

**SPAMMING POLICY:**

We only send emails and other communications to our registered customers at their request we do not send unsolicited email messages to the recipients. We prohibit our employees, distributors/collaborative entity and marketing team to practice internet spamming to promote and market business.

If you receive any such emails and/or messages from any person you shall directly lodge a complaint with us in a written form with the details of such email and/or message and we shall investigate the matter accordingly wherein the company's decision shall be final.

**CUSTOMER CARE:**

For better resolution of the consumer issues we have formed a Consumer Grievance Redressal Cell for our customers wherein they can place their requests and/or issues relating to our product for effective resolution, you can contact our Consumer Grievance Redressal Cell officers on the communication details as mentioned below:

Name:

Contact No.:

E-Mail:

Address: E-Biotorium Network Pvt. Ltd. Registered  
Address

**CAREFULLY READ THIS POLICY BEFORE MAKING ANY PURCHASE**

**RETURN, REFUND, EXCHANGE AND CANCELLATION POLICY:**

Reasons for no cancellation, no return, no refund, no exchange, no warranty and no guarantee:-

We have a no return and no exchange policy for the reasons of return abuse as practiced by the customers.

Return/Exchange abuse means when customers take advantage of a business's returns policy for profit or material gain. Common types of returns abuse include:

- Using an item, then returning it for a refund
- Returning a different item than the one purchased
- Using free trial periods repeatedly without purchasing.

All the products that you purchase from E-Biotorium Network Pvt. Ltd. are hygienic as they are completely sanitized before packing and thus when a person opens and use the products, these items are at more risk that the one using it may have rendered it unhygienic or left behind

some kind of residue alongwith certain viruses, bacteria, germs, fungus or any other contagious diseases, making it unhygienic for resale.

We have no Refund Policy, you shall be responsible for the purchase you make with us. All the products that you purchase from E-Biotorium Network Pvt. Ltd. are hygienic as they are completely sanitized before packing and thus when a person opens and use the products, these items are at more risk that the one using it may have rendered it unhygienic or left behind some kind of residue alongwith bacteria, germs, fungus or any other contagious diseases, making it unhygienic for resale.

Once a product is ordered by you, you shall not be able to cancel the same as we practice a no cancellation policy. You may only be entitled for cancellation on a product in an event wherein we fail to deliver the product ordered within the estimated time of delivery as promised by us.

It is hereby communicated that you shall be solely responsible for the products bought **“only after inspection”** of the products of the Company. Notwithstanding, in case,

the goods tend to be defective, you would always have the option to not accept the products in its defective condition.

You shall necessarily inspect the products while accepting the delivery from our distributors and/or from the authorized pick-up centers and only after thorough inspection you shall accept the product and thereafter make the payment to us with the bank details as provided by us.

Once you accept the delivery from our distributor and/or from our authorized pick-up centers after thorough inspection it shall be deemed that you have inspected the product and that there is no defect in the product and that you have accepted the delivery after due satisfaction and after you transfer the consideration amount and/or the selling price to us you shall thereby waive your right to return the said product.

If you, after the inspection of the product delivered to you by our distributors and/or collaborative entity and/or from our authorized pick-up centers feel that the said product is defective, you shall always have the right to not accept the same and ask for another product.

However, the above clause shall not be applicable if you order our product directly through our website and that you shall waive your right of inspection while ordering our product directly from the website and that we will not be responsible for any damage and/or defect which occur during the transit and that you shall order the same at your sole risk and cost.

All E-Biotorium Network Pvt. Ltd. products are 100% natural, additional/alternative therapy products for external support and use only.

Products as offered by the Company help for providing health benefits, which may not be tangible and/or apportioned and/or visibly seen we also do not instruct and/or advise to alter and/or modify and/or change any medicines/prescriptions/medical treatments as recommended to you by your concerned doctor. We do not claim any health benefits as the functioning of our products vary from person to person.

**SHIPPING POLICY:**

After receiving the order the company shall dispatch your said ordered product through its shipping/courier partner and the receipt of the said courier shall be sent to you alongwith the tracking ID of the shipped product.

To ensure the safety speedy delivery of your product, we ship our products through reputed courier agencies.

For delivery of our product at multiple location/destination one shall place multiple orders each containing the desired shipping address for delivery at multiple locations.

After your order is accepted, the ordered product shall be dispatched from the company within 3-4 working days and we shall provide you with the Tracking Details of the courier agency and the receipt of the said courier shall be uploaded by us on the website in respect of your order ID.

Ordered product shall reach the destination or the shipping address as provided by you within 7-45 working days throughout India and 90-150 working days for international shipping addresses.

Shipping charges shall be borne by you alongwith the taxes as may be applicable.

We do not provide Cash on Delivery on our products thus no cash should be handed over to the courier partners, if you pay the same to any of the courier agents we shall not be responsible for any sort of refund and that you shall communicate and co-ordinate with the courier agency for the refund for the amount, if any, paid by you.

Additional shipping charges shall be applicable for providing incorrect shipping address by you for re-shipment of the same product, additional shipping charges for re-shipment shall also be applicable if your door is closed and if there is no one available at the shipping address provided by you.

In case the company unable to deliver any ordered product because of unavoidable circumstances, such as shortage of product or discontinuation of the same, E-Biotorium Network Pvt. Ltd. reserves the right to replace the ordered product of the same or higher value.

E-Biotorium Network Pvt. Ltd. shall be not be responsible for the damages which may occur to the product during transit by courier agencies and shall not be answerable for the same, and it is hereby communicated to you that ordering our product directly from us shall be deemed that you have accepted the present condition.

In case of multiple orders placed by you for same or different products, it may or may not be delivered to you on the same day and each product might be delivered on different days.

In case of any Act of God (Force Majeure) which may delay the shipping dates as promised by us, we shall not be held responsible for the same.

If you do not agree and/or accept the above shipping policy you may purchase our products from our authorized pick-up centers and in case if there is no authorized pick-up center near you, you may wait until a pick-up center authorized by the company is launched in your area.

## **PRIVACY POLICY:**

E-Biotorium Network Pvt. Ltd. respects your personal details which may be recorded by us throughout your use of the present website and protects the same from data theft.

We take extensive precaution and care of the personal details provided by you during your access to our website and we prevent the same from destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Company's businesses for which we have created a firewall to prevent any third party and/or any unauthorized individual to access our data base.

The present policy describes method of how we process the data submitted by you when you visit/access this website and protects and prevents your data from accessing the same through any third party except the authorized personnel of E-Biotorium Network Pvt. Ltd.

Please read this policy carefully as we shall/may make changes/ amendments/ alterations/ modification/ updates to the same from time to time as per company policies and also as per the Government Norms as amended from time to time, if you do not agree to such policy you shall with immediate effect restrain yourself from using this website, your continuous use of the present website shall be deemed that you have accepted our policy.

We collect your information while you register yourself with us through this website and/or when you respond to our surveys which may flash and/or is shown on any third party website and/or mobile applications and the same is collected and processed by us for effectively communicating and responding your request, if any, any information collected by us through any third party website and/or mobile application are subject to the terms of use and privacy policy of that particular website and/or mobile application.

We collect details such as name, email address, mobile numbers, gender, marital status, date of birth, Pancard details, Adhaar Card details, residential address, shipping

address, billing address, banking details, UPI details, Credit/Debit card information, KYC information, Cancelled Cheque (in case of Distributors and/or Collaborative Entities) .

Our authorized marketing team and sales person shall/may contact you on the basis of the information collected by us for various schemes and offers as may be provided by us.

We are concerned for the personal details as provided by you and we do not trade and/or sell your data to any third person and/or any organization and/or to the websites who are involved in E-commerce sales and/or services except the persons and/or organizations/firm who are involved in developing our business and website.

We shall be bound to release and share your details to any such law enforcement and/or other competent authority and/or officer for any investigation to protect our and others rights, property and/or safety.

We, and third parties with whom we partner, may use cookies, pixel tags, web beacons, mobile device IDs, “flash cookies” and similar files or technologies to collect and

store information in respect to your use of the site and track your visits to third party websites.

We also use cookies to recognize your browser software and to provide features such as recommendations and personalization for better user experience. *For the purpose for this clause “Cookies” shall mean “a small piece of information that a website sends to your hard drive while you are visiting the website. Cookie file can contain information such as user ID that the website uses to track the pages you have visited.”*

Cookies store the amount of information which is provided by you while accessing the website and no additional data is stored therein, cookies are not linked to your personally identifiable information, you may block such cookies using tools provided in the web browser.

Cookies enable us to provide you with similar pages and/or products to enhance your user experience on our website.

Once we have received your information we use appropriate security measures to protect your data against loss, theft and unauthorized use, access or modification;

although we do our best to protect your personal information we cannot guarantee the security of your information transmitted through internet and/or email, any transmission is at your own risk.

We collect your Credit/Debit card information through encryption protocols for its transmission during the process of payment, and that we do not store such details with us for security reasons.

E-Biotorium Network Pvt. Ltd. reserves the right in our sole discretion, to make changes or modifications to these Privacy Policy at any time for security reasons.