

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 & don'ts, 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 help 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 along with 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 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 inspection 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.

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.

PRICING POLICY:

Prices of the products shall be displayed to you before you place any order with us along with 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/ direct sellers/ pick-up centers, 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.

Prices 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 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: Mr. Sunil Joshi.

Contact No.: 022-50820000 / +91-8792739970 (Operational hours - 10:00 AM till 6:30 PM on all weekdays).

E-Mail: ebiotorium@biomagneticmattress.com

Address: E-Biotorium House, Plot No. B1/1, MIDC Industrial Area, opp. A.P. College & Gym, Mira Gaon, Mira Road (E) Thane - 401107, Maharashtra, India.