

Version 1, Effective from: [1st January, 2024]

These terms and conditions (“Terms”) apply to the website and all other online properties (“Site”) operated by OZONE HEALTHCARE and our affiliates and subsidiaries (“OZONE”, “we”, or “us”). “User(s)”, “you” or “your” shall mean the person(s) visiting and/or accessing the Site in any capacity. “Released Parties” shall mean OZONE and its officers, employees, agents, partners, and licensors.

The use of the Site, including the purchase of any Products is subject to the following Terms, please read these Terms carefully. By using this Site, you agree to these Terms as well as any other terms, guidelines or rules that apply to any portion of this Site, without limitation or qualification. If you do not agree to these Terms, then you must exit the Site immediately and discontinue any use of the information or products obtainable or accessible through the Site. If you have any questions about the Terms, [please click here to contact us page in web site](#)

We provide the Site in order to enable you to browse and purchase OZONE HEALTHCARE products and services (“Products”). The terms “Products” and “Services” are hereinafter used interchangeably and refer to the use of the Site to browse and purchase OZONE service/ products.

1. PRIVACY

We have adopted a [Privacy Policy](#) that you should refer to in order to fully understand how we collect and use your information. The Privacy Policy is hereby incorporated into these Terms by reference.

2. ELECTRONIC COMMUNICATION

When you visit the Site, or send us e-mails, you are communicating with us electronically. Also, when you place an order as a guest or by registering on the Site, you are accepting the Terms. In so doing, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

3. ELIGIBILITY

Although, no part of the Site is restricted/unlawful to access for persons under the age of 18 (eighteen) years, however if you are under the age of 18 (eighteen) years, you may use the Site only with the involvement of a parent or guardian.

If you use the Site on behalf of someone else (such as your child), you represent and warrant that you are authorised, expressly or by implied consent, by such individual to (i) accept these Terms on such individual's behalf, and (ii) agree to be bound by these Terms on behalf of such individual.

If you are using the Site on behalf of a company, entity, or organization (collectively “Organization”), then you represent and warrant that you (a) are an authorized representative of that Organization; (b) have the authority to bind that Organization to these Terms; and (c) agree to be bound by these Terms on behalf of that Organization. OZONE reserves the right to deny access or use of the Site and the Products to anyone at any time in our sole and absolute discretion.

4. COPYRIGHT

Images of people, places and/or products posted on this Site are either the property of OZONE or our licensors. Unless otherwise noted, all content included on this Site, including images, illustrations, designs, icons, photographs, video clips and written and other materials together, with Marks, (“OZONE Content”) is the property of OZONE or its licensors, partners or affiliates and is protected by Indian and international copyright laws. The compilation of this Site is the exclusive property of OZONE and is protected by Indian and international intellectual property laws. Any unauthorized use of any content or materials on this Site is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes. You may use the materials or content on this Site only with our prior written and express authorization. To inquire about obtaining authorization to use the materials or content on this Site, [please click here to contact us page in web site](#)

5. TRADEMARKS

All trademarks, service marks, and trade names (collectively the “Marks”) that appear on this Site are our intellectual property, or the other respective owners of such Marks who we may have licensed such Marks from. You shall not display or reproduce the Marks in any manner without the prior written consent of OZONE, and you shall not remove or otherwise modify in any manner any trademark notices from any content offered or received through the Site.

6. LIMITED LICENSE AND SITE ACCESS

We grant you a limited license to use the Site for personal use only. Consequently, this grant does not allow you to do any of the following: (a) resell or make any commercial use of this Site or any of the contents of this Site; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form, any of the contents of this Site not intended to be so read. This includes using or directly viewing the underlying HTML or other code from this Site except as interpreted and displayed in a web browser; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Site (including any Marks) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Site or to collect any information from the Site or any other user of the Site.

7. FEES AND PAYMENTS; SHIPPING

Prices:

The price for Products available for purchase through the Site will be displayed to you on the Site. Any applicable taxes will be communicated to you before you place an order. There is no charge for standard shipping.

Payments:

The Site currently uses third parties to process payments. Our third-party payment processors accept payments through various credit cards, debit cards and net banking as detailed on the applicable payment screen. You may also finance your purchase of Products through different financing institutions, as may be detailed on the payment screen.

Shipping:

The Products will be shipped upon receiving order confirmation from you and upon receipt of price in case of prepaid orders. When you place an order for Products through the Site, the Products will be shipped to the address you designate as the “Shipping Address” during the check-out process, provided that such Shipping Address is serviceable by us. The serviceability of a location by us can be verified by entering the relevant PIN code on the Site. The title and ownership in products shall remain with us until delivered to you at the Shipping Address. In case of any damage to the product after delivery, the same shall be on your account and we shall not be liable for any such damage except as provided in the terms of warranty, returns and refunds. If your order is lost or damaged during the delivery process due to a fault of OZONE or of the logistics partner, we will employ our best efforts to work with you and the carrier to retrieve your shipment or to replace the damaged product.

8. REFUNDS AND RETURNS; CANCELLATION

Warranty:

Your OZONE services/Products are covered by different warranty periods. If there is an issue with your product, then please review the warranty conditions associated with each product here (“Product Warranty”) and [please click here to contact us page in web site](#) The Product Warranty is incorporated by reference into these Terms. To the extent there is a conflict between the terms of the Product Warranty and these Terms, the terms of the Product Warranty will prevail with respect to Products purchased from OZONE.

Returns:

If you want to return any of the Products that have a valid return policy after your receipt of that particular product as mentioned on the product listing page, then please follow the process detailed below. The time limits for such returns or replacement shall be as mentioned on the respective product's listing page and is hereby incorporated into these Terms by reference. Return shipping within India is free. You may cancel an order any time prior to shipment.

Product Returns:

If you want to return your Products within the allowed time limit after your receipt, [please click here to contact us page in web site](#) to arrange a return pick-up. The following conditions also apply to Product returns:

- Products must be in denotable condition to be eligible for return (e.g., no stains, tears or other soiling including odors, except such defects that have been reported to us along with return request and confirmed by our representative);
- Products shipped outside of the India are not eligible for return;
- Customers may return a maximum of two (2) units of a particular Product per initial order, validated by a customer name or shipping address (i.e., please try a Product first—we are happy to send you more later!);
- For Products eligible for No-Questions-Asked return policy like the 100 days trial for some of our mattress products, if at least one Product type is returned from an initial order, that customer or shipping address will not be eligible for additional 100-night trials on subsequent orders of that particular Product.

You may choose to seek a replacement of the product returned by you or a refund of the price paid by you, as per the Product Warranty.

Refund Mode and Duration:

Once your refund has been initiated, you will be required to share your official email address and bank account details with us, upon request over email or other communication. After sharing the above details, you will receive a refund initiation confirmation and you will receive the amount back in your account, within 7 working days of us receiving the required details. In case of orders paid by cash at the time of delivery, we will not provide refund in cash and the refund amount will be transferred electronically to your bank account, details of which will be sought in the aforesaid manner.

Out of Stock:

We Endeavour to ensure that all products listed on the Site are available in stock for dispatch to you. However, in case this is not available for any reason, we will contact you and give you the option to exchange, delay or cancel the order based on your convenience. Any refund availed under this provision shall be as per the terms specified above.

9. GIFT AND OFFER CODES

From time to time, OZONE may offer qualified consumers “gift codes” or “offer codes” through a variety of promotional activities and communications (collectively referred to herein as “Offer Codes”) that are redeemable towards a purchase of Products on the Site, while supplies last, and subject to certain merchandise exclusions or any other restrictions as may be determined and communicated by OZONE in its sole discretion. Only valid Offer Codes provided or promoted by OZONE will be honored at checkout. Offer Codes supplied or promoted by third parties unauthorized by OZONE (including any unauthorized third party websites) will not be considered valid. Each Offer Code promoted by OZONE is non-transferable and valid for single use on an item (or items) of merchandise covered by OZONE. For online purchases, the code must be entered in the ‘offer code’ field at checkout. Offer Codes are not valid in showrooms or stores and are valid online only. OZONE is not responsible for corrupted codes or any unauthorized use of codes. Offer Codes cannot be redeemed for cash or any cash equivalent; no substitutions or credits allowed. Expiry dates may apply to each Offer Code. Offer Codes are void if copied, transferred, sold, exchanged or expired, and where prohibited. Requests not complying with all Offer Code requirements will not be honored.

Spokespeople:

From time to time, OZONE may also engage spokespeople, influencers, bloggers, or other individuals or entities who have been or would be compensated or incentivized to speak on behalf of the brand. When you receive an Offer Code via a third party source, such as a television or radio show host, or through any other media, please note that such persons may have been compensated by OZONE for their statements and you shall have no claim against such person(s).

10. FEEDBACK

We appreciate hearing from our users and welcome your comments regarding the Site. Please be advised, however, that if you send us creative ideas,

suggestions, inventions, or materials (“Creative Ideas”), we will (a) own, exclusively, all now known or later discovered rights to the Creative Ideas; (b) not be subject to any obligation of confidentiality and will not be liable for any use or disclosure of any Creative Ideas; and (c) be entitled to unrestricted use of the Creative Ideas for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

11. CONTENT YOU SUBMIT TO OZONE

From time to time, OZONE may allow you to post reviews, comments, photos, or similar materials on the Site (collectively, “Reviews”). We welcome your comments regarding our Products and services, including our Site. However, any Reviews you submit to OZONE must not harass, slander, malign, libel, defame, illegally threaten OZONE, or otherwise violate any rights of any third-parties and must not include any profanity, obscene, indecent, pornographic, defamatory or unlawful material.

By posting a Review on the Site, you hereby grant OZONE an unrestricted, assignable, sub licensable, perpetual royalty-free, fully paid up license throughout the world to reproduce, distribute, publicly display, transmit, communicate to the public, publicly perform on a through-to-the-audience basis, create derivative works from, and otherwise use and exploit (collectively, “Use”) all Reviews you post to the Site, for any purpose, including promoting and marketing OZONE and the Products. You further grant OZONE a royalty-free license to Use the name, image, and likeness of any person identifiable in any Review you post to the Site. By posting a Review, you waive any and all rights of publicity, privacy or any other rights of a similar nature, in addition to any moral rights you may have in your Review. Except for materials provided to you by OZONE through the Site, you represent, warrant, and covenant that (a) you either are the sole and exclusive owner of Reviews that you post to the Site, or you have all rights, licenses, consents, and releases that are necessary to grant to OZONE the rights in your Reviews as contemplated under the Terms, and (b) the Reviews you post to the Site do not (i) infringe, misappropriate or violate the rights of any party or entity, including a third party's patent, copyright, trademark, trade secret, moral rights, rights of publicity, rights of privacy or other intellectual property or proprietary rights, (ii) constitute or result in defamation, libel, slander, or the violation of any applicable law or regulation (including, without limitation, restrictions on obscenity, child pornography, wiretap laws or other similar restrictions on nonconsensual recording, or otherwise), or (iii) require OZONE to obtain any licenses from or make any payments in any amounts to any third party throughout the world.

No Objectionable Content:

You agree to not submit Reviews that: (a) are or could be interpreted to be infringing, defamatory, libelous, inaccurate, unlawful, harmful, threatening, abusive, harassing, vulgar, offensive, obscene, pornographic, objectionable, hateful, or promotes discrimination, bigotry, racism, or hatred, as determined by OZONE in its sole discretion applying all reasonable standards of societal norms; or (b) introduce viruses, time-bombs, worms, cancel bots, Trojan Horses and/or other harmful or malicious code.

Monitoring:

OZONE has no obligation to monitor this Site or any portion thereof. However,

we reserve the right to review any Reviews and remove, delete, redact or otherwise modify such Reviews, in our sole discretion, at any time and from time to time, without notice or further obligation to you. OZONE has no obligation to display or post any Reviews. OZONE, subject to our Privacy Policy, reserves the right to disclose, at any time and from time to time, any information or posted content that it deems necessary or appropriate, including without limitation to satisfy any applicable, law, regulation, contractual obligation, legal, dispute process, or governmental request.

12. USE OF THE SITE

You agree to use the Site only for its intended purpose. You must use the Site in compliance with all privacy, data protection, intellectual property, and other applicable laws. The following uses of the Site are prohibited. You shall not, unless authorized by us under an agreement:

- attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to the Site, user accounts, or the technology and equipment supporting the Site;
- frame or link to the Site without permission;
- use data mining, robots, or other data gathering devices on or through the Site;
- post incomplete, false, or misleading information, impersonate another person, or misrepresent your affiliation with a person or entity;
- disclose personal information about another person or harass, abuse, or post objectionable material;
- sell, transfer, or assign any of your rights to use the Site to a third party without our express written consent;
- post advertising or marketing links or content, except as specifically allowed by these Terms;
- use the Site in an illegal way or to commit an illegal act in relation to the Site or that otherwise results in fines, penalties, and other liability to OZONE or others; or
- access the Site from a jurisdiction where it is illegal or unauthorized.

13. DISCLAIMER

We do not represent or guarantee the truthfulness, accuracy, or reliability of content, posted by third parties. You accept that any reliance on material posted by third-party service providers will be at your own risk. By using the Site you accept the risk that you might be exposed to content that may be objectionable or otherwise inappropriate to you. We may change, suspend, or discontinue any aspect of the Site at any time, including hours of operation or availability of the Site or any feature, without notice or liability to you.

User Disputes:

We are not responsible for any disputes or disagreements between you and any third party you interact with using the Site. You assume all risk associated with dealing with third parties. You agree to resolve disputes directly with the other party. You hereby expressly release OZONE of all claims, demands, and damages in disputes among users of the Site, including yourself. You also agree not to involve us in such disputes. Use caution and common sense when using the Site.

Content Accuracy:

We make no representations about accuracy, reliability, completeness, or timeliness of any contents of the Site. Similarly, we make no representations about accuracy, reliability, completeness, or timeliness of any data from a third-party service provider or the quality or nature of third-party products or services obtained through the Services. Use the Site at your own risk.

We make no promises and disclaim all liability of specific results from the use of the Site.

You expressly understand and agree that:

1. (a) Your use of the services is at your sole risk, and the services are provided on an “as is” and “as available” basis and the released parties expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, warranties as to products or services listed on the site, implied warranties of merchantability, fitness for a particular purpose, and non-infringement;
2. (b) the Released Parties make no warranty that (i) the Site will meet your requirements, (ii) the Site will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Site will be accurate or reliable, (iv) the quality of any goods or service available on the Site will meet your expectations, or (v) any errors in the site will be corrected; and
3. (c) Any material downloaded or otherwise obtained through the use of the Site is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or mobile device that results from the use of any such material.

GREIVANCE REDRESSAL

For any customer redressal, kindly refer to the OZONE Customer Redressal Policy.

LIABILITY

You expressly understand and agree that the Released Parties will not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if OZONE has been advised of the possibility of such damages), resulting from:

1. the use or the inability to use the site;
2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services obtained or messages received or transactions entered into through, from, or as a result of the site;
3. unauthorized access to or alteration of your transmissions or data;
4. statements or conduct of any user or third party on the site;
5. your reliance on content made available by us; or
6. any other matter relating to the site.

To the fullest extent possible by law, the released parties' maximum liability arising out of or in connection with the Site or your use of OZONE content, regardless of the cause of action (whether in contract, tort, breach of warranty, or otherwise), will not exceed INR 1000/- (Rupees Thousand only).

We will not be deemed to be in breach of contract or of these Terms as a result of any delay in our performance or failure to perform our obligations if that delay or failure to perform is due to any cause or circumstance beyond our reasonable control including, but not limited to, fire, flood and other acts of God, epidemic, pandemic (including the Covid-19 pandemic), strikes, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, breakdown of equipment, or road traffic problems.

You agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from (a) your use of or reliance on any third-party content, (b) your use of or reliance on any OZONE Content, or (c) your breach of these Terms. We will provide notice to you promptly of any such claim, suit, or proceeding.

DISPUTE RESOLUTION

These Terms and the relationship between you and OZONE will be governed by the laws of Karnataka, India without regard to its conflict of law provisions. You and OZONE agree to submit to the exclusive jurisdiction of the Courts in Bangalore for any disputes relating to your use of the Site.

TERMINATION

Notwithstanding any of these Terms, we reserve the right, without notice or attendant liability, and in our sole discretion, to terminate your license to use this Site, and to block or prevent future access to and use of this Site for any reason or no reason. Upon termination, these Terms will still apply.

WE RESERVE THE RIGHT TO UPDATE AND REVISE THESE TERMS AT ANY TIME

From time to time we review these Terms to ensure that they comply with applicable law. Consequently, we reserve the right to update and revise these Terms at any time. You will know if these Terms have been revised since your last visit to the Site by referring to the Version number and effective date at the top of this page; provided, however, that we will endeavor to provide you with prior notice of any material changes. Your use of our Site constitutes your acceptance of these Terms as amended or revised by us from time to time and applicable at the time of such use, and you covenant to review these Terms regularly to ensure that you are aware of its terms.

WAIVER

Our failure to partially or fully exercise any rights or our waiver of any breach of these Terms by a you shall not prevent our subsequent exercise of such right or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms. Our rights and remedies under these Terms and any other applicable agreement between you and us shall be cumulative, and the

exercise of any such right or remedy shall not limit our right to exercise any other right or remedy.

SEVERABILITY

If any clause, part or section of these Terms is be deemed invalid, void, or for any reason unenforceable by a competent authority, such clause, part or section will be severed and will not affect the validity and enforceability of any remaining term or condition.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between the User and OZONE with respect to this Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written with respect to this Site. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved.

NO COST EMI OFFER

Offers related to equated monthly installments ("EMI") shall be available as specified in the check-out and payments page on the Site. Separate terms for the same are provided along with such offer details on the checkout page and are hereby incorporated into these Terms by reference.

Version 1 effective till 31st December 2024

