

VIBRANT LIFECARE PRIVATE LIMITED

www.vibrant-science.com

WEBSITE TERMS OF USE

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The domain name www.vibrant-science.com or (hereinafter referred to as "Website") is owned by M/s Vibrant Lifecare Private Limited, which is a registered company, having its head office at 10th Floor, NESCO Tower 4, C Wing, Western Express Highway, Goregaon East, Mumbai, Maharashtra – 400063, India (hereinafter referred to as "Vibrant" or "Company").

In General

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Prohibitions

The services available on this website are for customers, who are interested and have requested to become a Customer / Independent Distributor of the company. Once you register as a user, you will permit us to fill the registration form and to mention your name where ever your signature is required. You must not misuse this website: www.vibrant-science.com. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the service; corrupt data; cause annoyance to other users; infringe upon the rights of any

other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this website. Breaching this provision would constitute a criminal offense and the company will report any such breach to the relevant law enforcement authorities and disclose your identity to them. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of this website or to your downloading of any material posted on it, or on any website linked to it.

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Terms of Sale

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with the company, you must be over 18 years or 21 years (if in state of Maharashtra) of age. Company retains the right to refuse any request made by you. If your order is accepted, we will inform you by email. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. All prices advertised are subject to such changes.

a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

b) Pricing and Availability

Whilst we try and ensure that all details, descriptions, and prices which appear on this website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost.'

c) Payment

There are various methods of payment used by the company. These methods of payment can be online either through wallets / debit / credit card or account transfer. Upon receiving your order,

we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The amount received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the amount paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

d) Customer / Independent Distributor

Upon receiving your request to become Customer / Independent Distributor with the Company, that he / she has read, understood, and accepted all the terms and conditions on the Application + Contract Form and company through its separate Compensation Plan to provide incentives to its exclusive Independent Distributors and agrees to comply by all the terms laid down. To become an Independent Distributor of the company is free. This document is uploaded on the website: www.vibrant-science.com. Independent Distributor of the company also agrees to read and comply by further amendments, which will be made from time to time from the company.

Disclaimer of Liability

The content presented on the website www.vibrant-science.com is provided without any guarantees, conditions, or warranties regarding its accuracy. Unless explicitly stated otherwise and to the fullest extent allowed by law, company, along with its suppliers, content providers, and advertisers, disclaims all implied conditions, warranties, and other terms that may be implied by statute, common law, or equity. Furthermore, company shall not be held liable for any form of damages, including but not limited to direct, indirect, special, consequential, punitive, or incidental damages, as well as damages for loss of use, profits, data, or other intangible assets, harm to goodwill or reputation, or expenses incurred in acquiring substitute goods and services. These damages may arise from or be connected to the use, inability to use, performance, or failures of this website and any materials posted on it, regardless of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law, or by any other means.

This disclaimer does not affect company's liability for death or personal injury resulting from negligence, fraudulent misrepresentation, or misrepresentation of a fundamental matter, or any other liability that cannot be excluded or limited under applicable law.

Linking to this Website

Our website may include links to other websites that may be of interest to you. However, once you use these links to exit our website, please be aware that we do not have any control over these other websites. Consequently, we cannot take responsibility for the protection and privacy of any information you provide while visiting such websites. These external websites are not governed by this privacy statement. We recommend exercising caution and reviewing the privacy statement applicable to the specific website you are visiting.

Indemnity

Customers and Independent Distributors agree to indemnify, defend, and hold harmless the company, along with its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages, and associated costs (including, but not limited to, legal fees). These claims and costs may arise due to your use of this website or your violation of the website terms of use.

Modification of Website Terms of Use

Company reserves the right, at its absolute discretion and without prior notice, to modify, remove, or change the Services and / or any page of this website, as well as its policies.

Invalidity

If any portion of these website terms of use is deemed unenforceable, including any provision where we limit our liability to you, the enforceability of the remaining parts of the website terms of use will not be affected, and all other clauses will remain in full force and effect. If possible, any clause, sub-clause, or part of a clause / sub-clause that can be separated to make the remaining portion valid will be interpreted accordingly. Alternatively, you agree that the clause will be adjusted and interpreted in a manner that closely aligns with the original meaning of the clause / sub-clause to the extent permitted by law.

Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Communication with Customers / Independent Distributors

Company is committed to keeping our customers / Independent Distributors informed about our Product / Service Promotions through SMS and emails. Additionally, we send regular Transactional SMS and emails to our Customers / Independent Distributors from the email address: info@vibrant-science.com. If you have any inquiries or questions regarding the website's terms of use, please do not hesitate to contact us by emailing us at the following email address: info@vibrant-science.com.

Termination

Company reserves the right to take appropriate action in the event that any member of the website is found to have engaged in counterfeiting or violated the website terms of use. This includes the company's authority to terminate the user account and pursue penalties through legal proceedings as deemed necessary.

Governing Law

The website terms of use are crafted in a clear and understandable manner and are governed by the laws of India. Accordingly, any disputes or conflicts, whether directly or indirectly related to these website terms of use and associated with this website, must be exclusively brought before the appropriate courts in Mumbai (Maharashtra, India). These courts are vested with the relevant jurisdiction. If your disputes are found to be in violation of these terms, you will be held responsible for any penalties imposed by the jurisdiction.