

TERMS AND CONDITIONS

USER AGREEMENT

Welcome to Terahertzcare India Pvt Ltd., We provide services to you subject to the following terms and conditions. If you access our website or visit or shop at <https://terahertzcareindia.com/>, you accept these Terms and Conditions of Use, as well as our other terms and conditions on this website along with our Privacy Policy, please read them carefully. In addition, when you use any current or future Terahertzcare India Pvt Ltd services on this web site, you also will be subject to the guidelines and conditions applicable to such services. All products /Services and information displayed on <https://terahertzcareindia.com/> constitute "An invitation to offer". Your orders for purchase constitute your offer which shall be subject to the terms and conditions as listed below Terahertzcare reserves the right to accept or reject your offer.

APPLICABLE LAW

This website is owned, operated, and maintained by Terahertzcare India Pvt. Ltd. All terms, conditions, and disclaimers governing the use of this website shall be construed in accordance with the laws of India. Any disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts located in Gujarat, India, notwithstanding any other policies, terms, or conditions that may apply. Terahertzcare India reserves the right to make changes to the web site and the terms, conditions, and disclaimers at any time and without.

information to the customers/users of the services/web site of Terahertzcare India Pvt Ltd. Thus, it suggested that you keep yourself up to date with all these policies at all times before using the website or any services or products as provided by us,

For purposes of this Agreement, the following terms have the following meanings:

"Agreement" means the terms and conditions as detailed herein including all schedules, appendices, annexures, privacy policy etc., and will include the references to this agreement as amended, notated, supplemented, varied, or replaced from time to time.

"https://terahertzcareindia.com/" / " Terahertzcare India Pvt Ltd." / "web site " means the online shopping platform and the services provided by it owned and operated by Terahertzcare India Pvt Ltd. which provides a venue to the users of <https://terahertzcareindia.com/> to buy the products listed on <https://terahertzcareindia.com/>.

"Vendor" / "seller" /"affiliates" shall mean the person or any legal entity who offers for sale, sells the products on the <https://terahertzcareindia.com/>.

"Customer" / "buyer" shall mean the person or any legal entity who makes the offer for sale on <https://terahertzcareindia.com/> by placing an order for and or purchases any products through the platform of <https://terahertzcareindia.com/>.

"User" / "you" means and includes any person or an entity or any legal entity using or accessing the services provided on this site. **"Product/Products"** means and includes any goods/merchandise/products/services/offers/display items that are uploaded /showcased/displayed on <https://terahertzcareindia.com/> and the related description, information, procedure, processes, warranties, delivery schedule, etc.

ELECTRONIC COMMUNICATION

By accessing <https://terahertzcareindia.com/> or by sending emails to us, you are communicating with us electronically. You consent to receive communications from us in electronic form. We may communicate with you via email or by posting notices on our website. You agree that all agreements, notices, disclosures, and other communications provided to you electronically shall have the same legal effect as if they were provided in writing, in accordance with applicable laws.

COPYRIGHT AND TRADEMARKS

Unless otherwise explicitly stated, all copyright and intellectual property rights in the materials presented on this website, including but not limited to text, audio, video, and graphical images, as well as trademarks and logos, are the exclusive property of Terahertzcare India Pvt. Ltd. (hereinafter referred to as "Terahertzcare India"), its parent company, affiliates, and associates, and are protected under applicable Indian laws. You agree not to use any framing techniques to enclose any trademark, logo, or other proprietary information of Terahertzcare India. Any unauthorized use or infringement of these intellectual property rights will be vigorously pursued and defended to the fullest extent permitted by law.

PERMISSION AND SITE ACCESS

Terahertzcare India Pvt. Ltd. grants you a limited, non-exclusive, and non-transferable license to access and make personal use of this website. This license does not permit you to download (other than page caching), modify, or reproduce any portion of the website without the express prior written consent of Terahertzcare India Pvt. Ltd. This license specifically excludes any resale or commercial use of this site or its contents, including but not limited to the collection and use of product listings, descriptions, or prices; any derivative use of this site or its contents; and the downloading or copying of account information for the benefit of another merchant. Additionally, you may not use data mining, robots, or other similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without prior express written consent of Terahertzcare India. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Terahertzcare India and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Terahertzcare India's name or trademarks without the express written consent of Terahertzcare India. Any unauthorized use terminates the permission or license granted by Terahertzcare India.

CHANGES / PRODUCT DESCRIPTION

Terahertzcare India reserves the right to suspend / cancel or discontinue any or all products or service at any time without notice, make modifications and alterations in any or all of the content, products and services contained on this site without prior notice. If a product offered by www.Terahertzcareindia.com are not as described, your sole remedy is to return it to us in unused condition within 7 days of delivery.

USER ACCOUNT

Notwithstanding other legal remedies that may be available to Terahertzcare India, we may in our sole discretion limit user activity by immediately removing user listing either temporarily or indefinitely or suspend or terminate user membership, and/or refuse to provide user with access to the site: If the user is in breach any of the terms and conditions of this agreement and/or the terms and conditions of usage of Terahertzcare India.

- If the user has provided wrong, inaccurate, incomplete, or incorrect information.
- If your actions may cause any harm, damage, or loss to the other users or Terahertzcare India

Illegal and/or unauthorized use of the service, including unauthorized framing of or linking to the Terahertzcare India. site will be investigated, and appropriate legal action will be taken against that user, including without limitation, civil, criminal, and injunctive redress.

RISK OF LOSS

All items purchased from Terahertzcareindia.com are made pursuant to a shipment/dispatch contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier/courier.

FORCE MAJEURE

Terahertzcare India Pvt. Ltd. shall not be liable for any interruption, delay, or unavailability of access to the website, regardless of the cause. You acknowledge and agree that access to the website may be temporarily suspended or interrupted for reasons beyond the control of Terahertzcare India Pvt. Ltd., and that the company assumes no responsibility or liability for any such disruptions.

POLICY UPDATES

Terahertzcare India Pvt. Ltd. reserves the right to modify or update this policy at any time, without prior notice. Any such changes will become effective immediately upon posting on the Terahertzcare India website. In the event that any provision of these Terms and Conditions is found to be invalid, void, or unenforceable for any reason, such provision shall be deemed severable and shall not affect the validity or enforceability of the remaining provisions.

ENTIRE AGREEMENT

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. The clauses as above shall survive the termination or expiry of this agreement.

GENERAL

The waiver of any breach of these Terms and Conditions shall not be construed as a waiver of any other breach, whether similar or dissimilar. By agreeing to these Terms and Conditions, the individual represents and warrants that they are duly authorized to bind their principal or employer and possess the legal capacity to enter into and comply with these Terms and Conditions of Use.

RELATIONSHIP WITH CUSTOMER

This Agreement does not, and shall not be construed to, establish any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the customer and Terahertzcare India Pvt. Ltd. The customer shall not assign, transfer, or sublicense any of their rights or obligations under this Agreement without the prior express written consent of Terahertzcare India Pvt. Ltd.

OUR ADDRESS

All communications made to us shall be addressed to the following address, for them to constitute as successful and discharge of obligations under the present policy. Any communication sent to any other address shall not constitute as discharge or be deemed to be sent to us.

TERAHERTZCARE INDIA PVT LTD.

Premises No. 1603 The Junomoneta Tower, Besides Rajhans Multiplex, Adajan Dn, Surat, Surat City, Gujarat, India, 395009

DISCLAIMER

This website is provided to you by Terahertzcare India Pvt. Ltd. on an "as is" and "as available" basis. Terahertzcare India Pvt. Ltd. does not warrant that this site, its servers, or any email sent from terahertzcareindia.com are free from viruses or other harmful components.

While we strive to present accurate and up-to-date information regarding the products available for sale, discrepancies or inaccuracies may occasionally occur. In such cases, we encourage you to contact us at india.cs@terahertzcareindia.com.

All products displayed in our catalogues may not be readily available for sale due to product unavailability or for any other reason.

INFORMATION LIABILITY

In no event shall <https://terahertzcareindia.com/> or any of its sources be liable for any direct, special, incidental, indirect, or consequential damages whatsoever (including but not limited to damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of the information made available on this web site.

Information on the <https://terahertzcareindia.com/> web site may not be reproduced, copied, or altered without the express written consent of Terahertzcareindia.com and its affiliates.

IN USING THIS WEBSITE, YOU ARE DEEMED TO HAVE READ AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS SET FORTH HEREIN. ANY INCIDENTAL DOCUMENTS AND LINKS MENTIONED SHALL BE CONSIDERED TO BE ACCEPTED JOINTLY WITH THESE TERMS. YOU AGREE TO USE THE WEBSITE ONLY IN STRICT INTERPRETATION AND AFTER ACCEPTANCE OF THESE TERMS AND CONDITIONS AND ANY ACTIONS OR COMMITMENTS MADE WITHOUT REGARD TO THESE TERMS AND CONDITIONS SHALL BE AT YOUR OWN RISK. THESE TERMS AND CONDITIONS FORMS PART OF THE AGREEMENT BETWEEN THE USER AND US. BY ACCESSING THIS WEBSITE AND/OR UNDERTAKING TO PERFORM A SERVICE BY US INDICATES YOUR UNDERSTANDING, AGREEMENT TO AND ACCEPTANCE OF THE DISCLAIMER NOTICE AND THE FULL TERMS AND CONDITIONS CONTAINED HEREIN.

MISSCELANEOUS

1. Eligibility of Membership:

- Use of the Site is available only to persons who can form legally binding contracts under applicable law. If you are a minor i.e., under the age of 18 years (21 years for the state of Maharashtra) but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms and Conditions. If your age is below that of 18 years your parents or legal guardians can transact on behalf of you if they are registered users.
- Terahertzcare India reserves the right to terminate your membership and refuse to provide you with access to the Site if Terahertzcare India discovers that you have not attained the age of majority under the applicable law. The Site is not available to persons whose membership has been suspended or terminated by Terahertzcare India for any reason whatsoever.
- Except where additional terms and conditions are provided which are product specific, these terms and conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with any other terms of any order submitted. By using the services of Terahertzcare India you agree to be bound by the Terms and Conditions.

2. Account & Registration Obligations:

"Your Information" is defined as any information you provide to us in the registration, buying process, in the feedback area or through any email feature. We will protect Your Information in accordance with our Privacy Policy. If you use the Site, you are responsible for maintaining the confidentiality of Your Account and Password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under Your Account or Password. Terahertzcare India shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. If you know or suspect that someone else knows your password, you should notify us by contacting us immediately through the address provided below. If Terahertzcare India has a reason to believe that there is likely to be a breach of security or misuse of Terahertzcare India Site, we may require you to change your password or we may suspend your account without any liability towards Terahertzcare India. You also agree to: Provide true, accurate, current and complete information about yourself in Terahertzcare India's registration form (such information being the "Registration Data") and you Maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if Terahertzcare India has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or not in accordance with the User Agreement, Terahertzcare India has the right to indefinitely suspend or terminate your membership and refuse to provide you with access to the Site.

3. Pricing Information

- While Terahertzcare India strives to provide accurate product and pricing information, pricing or typographical errors may occur. Terahertzcare India cannot confirm the price of a product until you order. In the event that a product is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Terahertzcare India shall have the right, at our sole discretion, to refuse or cancel any orders placed for that product, unless the product has already been dispatched. In the event that an item is mispriced, Terahertzcare India may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation. Unless the product ordered by you has been dispatched, your offer will not be deemed accepted and Terahertzcare India will have the right to modify the price of the product and contact you for further instructions using the e-mail address provided by you during the time of registration or cancel the order and notify you of such cancellation. In the event that Terahertzcare India accepts your order the same shall be debited to your credit card account and duly notified to you by email that the payment has been processed. The payment may be processed prior to Terahertzcare India dispatch of the product that you have ordered. If we have to cancel the order after we have processed the payment, the said amount will be reversed back to your credit card/ debit card account as applicable.
- We strive to provide you with the best prices. However, sometimes a price online does not match the price in a store. In our effort to be the lowest price provider in your

particular geographic region, store pricing may sometimes differ from online prices. Prices and availability are subject to change without notice.

4. Cancellation of orders by Terahertzcare India Private Limited

Please be advised that there may be instances where we are unable to accept and must cancel certain orders. Terahertzcare India Pvt. Ltd. reserves the right, at its sole discretion, to refuse or cancel any order for any reason, with or without providing notice of the reasons. Circumstances that may result in the cancellation of your order include, but are not limited to, limitations on product quantities, inaccuracies or errors in product or pricing information, or issues identified by our credit and fraud prevention department. Additionally, we may request further verification or information before accepting an order. In the event that all or part of your order is cancelled, or if additional information is required, we will contact you promptly. If your order is cancelled after your credit card has been charged, the corresponding amount will be refunded to your card account.

5. Credit Card Details:

By using the services of Terahertzcare India Pvt. Ltd., you agree, understand, and confirm that the credit card details provided by you are accurate and correct. You further agree that you will not use a credit card that is not lawfully owned by you. Specifically, when making a credit card transaction, you must use your own credit card.

You also agree to provide valid and accurate credit card information when making payments on the Terahertzcare India website. Please note that your credit card information is not stored or processed by Terahertzcare India. We only receive a pass, hold, or fail message from our payment gateways, and we do not have access to your sensitive payment information.

Your credit card information will not be shared by us or our payment gateways with any third parties, except where required for fraud verification purposes, or as mandated by law, regulation, or court order. Terahertzcare India shall not be liable for any credit card fraud. The liability for fraudulent use of a credit card lies solely with you, and the responsibility to prove otherwise rests exclusively with you.

6. Fraudulent/Declined Transactions:

- Terahertzcare India Pvt. Ltd. reserves the right to recover the costs of goods, collection charges, and legal fees from individuals who use the site fraudulently. Additionally, Terahertzcare India Pvt. Ltd. reserves the right to initiate legal proceedings against such individuals for fraudulent activity and any other unlawful actions or omissions that breach these Terms and Conditions.
- As a merchant, we shall not be held liable for any loss or damage, whether direct or indirect, arising from the decline of authorization for any transaction due to the cardholder exceeding the credit limit mutually agreed upon between us and our acquiring bank, as may be updated from time to time.