

# TERMS AND CONDITIONS

## Oxygen Bioinnovations Private Limited

[www.oxygenbioinnovations.com](http://www.oxygenbioinnovations.com)

Effective Date: 01.03.2026 & Last Updated: 01.03.2026

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Please read these Terms and Conditions ("Terms") carefully before using the website [www.oxygenbioinnovations.com](http://www.oxygenbioinnovations.com) ("Website") or engaging with any services, products, internship programs, or mentorship initiatives offered by Oxygen Bioinnovations Private Limited ("Company", "We", "Us", or "Our"), a company incorporated under the Companies Act, 2013, having its registered office in Tamil Nadu, India.

By accessing or using this Website, placing an order, submitting an internship application, or engaging our services, you ("User", "You", or "Your") agree to be legally bound by these Terms. If you do not agree, please discontinue use of the Website immediately.

### 1. ABOUT THE COMPANY

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Oxygen Bioinnovations Private Limited is a biotechnology research and development startup engaged in the research, development, and commercialization of probiotic-based food products, probiotic cosmetics, nutraceuticals, and allied life science products. The Company also provides contract research services, technical consultancy, and educational programs including student internships and project mentorship.

Registered Office: Tamil Nadu, India

Contact Email: [info@oxygenbioinnovations.com](mailto:info@oxygenbioinnovations.com)

Website: [www.oxygenbioinnovations.com](http://www.oxygenbioinnovations.com)

### 2. ACCEPTANCE OF TERMS

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- By accessing or browsing the Website, you confirm that you are at least 18 years of age, or are accessing the Website under the supervision of a parent or legal guardian.
- These Terms constitute a legally binding agreement between You and the Company. Your continued use of the Website constitutes your acceptance of any updates or modifications to these Terms.
- The Company reserves the right to modify these Terms at any time. Updated Terms will be posted on this page with a revised "Last Updated" date. It is your responsibility to review these Terms periodically.

### **3. USE OF THE WEBSITE**

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#### **3.1 Permitted Use**

- You may use this Website for lawful purposes only, including browsing information about the Company, its products and services, submitting internship or mentorship applications, and contacting the Company for business inquiries.
- You agree not to use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website.

#### **3.2 Prohibited Activities**

You expressly agree NOT to:

- Attempt to gain unauthorized access to any part of the Website or its servers;
- Scrape, copy, reproduce, or systematically extract content from the Website without prior written consent;
- Upload or transmit any viruses, malware, or harmful code;
- Use the Website to transmit unsolicited commercial communications (spam);
- Impersonate the Company, its directors, employees, or any other person;
- Use the Website for any unlawful purpose or in violation of applicable Indian law.

### **4. PRODUCTS AND SERVICES**

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#### **4.1 Current Status**

As of the effective date of these Terms, Oxygen Bioinnovations Private Limited is in the research and development (R&D) stage. The Website is currently informational in nature. Product sales and full commercial services will be launched in due course subject to regulatory approvals and business readiness.

#### **4.2 Product Information**

- All product descriptions, specifications, images, and information displayed on the Website are provided for general informational purposes and are subject to change without notice.
- The Company makes reasonable efforts to ensure the accuracy of product information but does not warrant that such information is complete, accurate, or current at all times.
- Product availability is subject to stock, regulatory clearances, and geographic restrictions.

#### **4.3 Contract Research and B2B Services**

- Businesses or institutions engaging the Company for contract research, analytical testing, formulation development, or technical consultancy shall enter into a separate written service agreement with the Company.
- These Terms apply to general Website use. The terms of any separate service agreement shall govern the specific engagement and shall prevail over these Terms in case of conflict.

## 5. PAYMENTS AND PRICING

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### 5.1 Pricing

- All prices displayed on the Website are in Indian Rupees (INR) and are inclusive of applicable taxes unless otherwise stated.
- The Company reserves the right to modify prices at any time without prior notice. Price changes will not affect orders that have already been confirmed.

### 5.2 Payment Methods

The Company accepts payment through the following modes:

- Online payment gateway (Razorpay or such other gateway as notified on the Website from time to time);
- Direct bank transfer / NEFT / RTGS / IMPS to the Company's designated bank account;
- Such other modes as the Company may introduce from time to time.

### 5.3 Payment Security

- All online transactions are processed through secure, PCI-DSS compliant payment gateways. The Company does not store your card or banking credentials on its servers.
- In case of a payment failure, please check your bank statement before retrying. The Company shall not be liable for duplicate charges arising from technical errors, though such issues will be resolved upon verification.

*Note: Online payment functionality will be activated upon the official commercial launch of the Website. This section is included for future reference.*

## 6. REFUND AND RETURN POLICY

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### 6.1 Consumer Product Orders

- For defective, damaged, or incorrectly delivered products: You may request a return or replacement within 7 (seven) days of delivery by writing to [info@oxygenbioinnovations.com](mailto:info@oxygenbioinnovations.com) with your order details, a description of the defect, and supporting photographs.
- Returned products must be unused, in original packaging, and accompanied by proof of purchase. The Company will arrange a reverse pickup or reimburse reasonable return shipping costs for valid claims.
- Refunds for approved claims will be processed within 10 (ten) working days to the original payment method.
- No returns or refunds will be accepted for products that have been opened, used, or tampered with, except where required by applicable consumer protection law.

## 6.2 Contract Research and Custom R&D Services

- Fees paid for contract research, formulation development, analytical testing, or other custom R&D services are non-refundable once work has commenced, unless the Company is unable to deliver the agreed scope of work.
- Advance payments made before project commencement are refundable within 7 (seven) days of payment if the Company is unable to accept or commence the project.
- Any disputes regarding service delivery shall be resolved as per the terms of the applicable service agreement between the parties.

## 6.3 Non-Refundable Items

The following are strictly non-refundable:

- Custom formulations developed specifically for a client;
- Proprietary data, reports, or analytical results delivered to the client;
- Fees for completed training programs, workshops, or mentorship sessions.

## 7. HEALTH AND REGULATORY DISCLAIMER

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**IMPORTANT: Please read this section carefully.**

- The probiotic food products, nutraceuticals, and cosmetic products developed or sold by the Company are NOT intended to diagnose, treat, cure, or prevent any disease or medical condition.
- Information provided on this Website regarding health benefits, product efficacy, or scientific research is for general educational and informational purposes only. It does not constitute medical advice.
- You are strongly advised to consult a qualified medical professional, dietitian, or dermatologist before using any probiotic, nutraceutical, or cosmetic product, particularly if you are pregnant, nursing, have a medical condition, or are taking medication.
- All food products sold by the Company are manufactured in compliance with applicable regulations of the Food Safety and Standards Authority of India (FSSAI). All cosmetic products comply with applicable regulations under the Drugs and Cosmetics Act, 1940 and rules thereunder.
- The Company makes no claims that any product will achieve specific health outcomes. Individual results may vary.

## 8. INTELLECTUAL PROPERTY

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### 8.1 Ownership

All content on this Website, including but not limited to text, graphics, logos, icons, images, audio clips, data compilations, software, product formulations, research data, processes, and the overall design and layout of the Website (collectively "Content"), is the exclusive property of Oxygen Bioinnovations Private Limited or its licensors and is protected under applicable Indian and international intellectual property laws.

## 8.2 Permitted Use of Content

- You may view, print, or download Content from this Website solely for your personal, non-commercial reference.
- You may not reproduce, republish, distribute, transmit, sell, create derivative works from, or commercially exploit any Content without the prior express written permission of the Company.
- Any permitted use must retain all copyright and proprietary notices intact.

## 8.3 Trademarks

- "Oxygen Bioinnovations", the Company logo, and all related product names, service names, and slogans are trademarks or registered trademarks of the Company. Nothing on this Website grants any license to use these marks.
- Unauthorized use of the Company's trademarks, trade names, or IP is strictly prohibited and may result in legal action.

## 8.4 User-Submitted Content

- If you submit any content to the Company through the Website (including feedback, suggestions, or research inquiries), you grant the Company a non-exclusive, royalty-free, perpetual, irrevocable license to use, reproduce, and incorporate such content for its business purposes.
- You represent that any content you submit does not infringe the intellectual property rights of any third party.

# 9. CONFIDENTIALITY

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## 9.1 Company's Confidential Information

Any proprietary or confidential information you may access or receive in the course of engaging with the Company — including product formulations, research data, R&D processes, business strategies, pricing structures, client lists, and technical know-how ("Confidential Information") — shall be treated as strictly confidential. You agree not to disclose, use, or reproduce such Confidential Information for any purpose other than the specific engagement for which it was shared.

## 9.2 Non-Disclosure Obligation

- This confidentiality obligation applies to all Users, including B2B clients, interns, mentees, collaborators, and any person who accesses Confidential Information through their engagement with the Company.
- You agree to execute a separate Non-Disclosure Agreement (NDA) if required by the Company prior to accessing any non-public proprietary information.
- This obligation survives the termination of any engagement or business relationship with the Company.

### **9.3 Exceptions**

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of yours; (b) was already in your possession prior to disclosure; (c) is independently developed by you without reference to the Company's information; or (d) is required to be disclosed by law or court order, provided you give the Company prompt prior written notice.

## **10. INTERNSHIP AND MENTORSHIP PROGRAMS**

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### **10.1 Program Overview**

Oxygen Bioinnovations Private Limited offers student internship programs and project mentorship opportunities in the fields of biotechnology, food science, probiotic research, cosmetic formulation, and allied disciplines. Applications may be submitted through the Website or by email to [info@oxygenbioinnovations.com](mailto:info@oxygenbioinnovations.com).

### **10.2 Application and Selection**

- All internship and mentorship positions are offered on a merit basis at the sole discretion of the Company. Submission of an application does not guarantee selection.
- The Company reserves the right to accept, reject, or shortlist applicants without assigning reasons.
- Selected candidates will be notified by email and shall be required to execute an Internship Agreement or Mentorship Agreement prior to commencement.

### **10.3 Program Terms**

- Internship and mentorship programs are currently offered free of charge. The Company does not charge any participation fees.
- Interns and mentees shall adhere to the Company's code of conduct, working hours, and confidentiality requirements as communicated at the time of onboarding.
- All work products, research outputs, data, formulations, and innovations developed by interns or mentees during their engagement with the Company shall be the exclusive IP of the Company, in accordance with the IP Assignment Agreement to be signed at onboarding.
- The Company may provide a certificate of internship or letter of recommendation at its discretion upon satisfactory completion of the program.

### **10.4 Termination of Program**

- The Company reserves the right to terminate an internship or mentorship engagement at any time for reasons including breach of confidentiality, misconduct, non-performance, or operational requirements.
- Interns and mentees may also voluntarily withdraw by providing 7 (seven) days' prior written notice to [info@oxygenbioinnovations.com](mailto:info@oxygenbioinnovations.com).

## **11. LIMITATION OF LIABILITY**

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- To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Website or the Company's products or services.
- The Company's total aggregate liability to any User, whether in contract, tort, or otherwise, shall not exceed the amount paid by such User to the Company in the three (3) months immediately preceding the event giving rise to the claim.
- The Company shall not be liable for any loss arising from: (a) use or inability to use the Website; (b) reliance on any information on the Website; (c) unauthorized access to or alteration of your data; or (d) any force majeure event including natural disasters, government actions, or internet failures.

## **12. INDEMNIFICATION**

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You agree to indemnify, defend, and hold harmless Oxygen Bioinnovations Private Limited, its directors, officers, employees, consultants, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your use of the Website; (b) your breach of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any third-party intellectual property or other rights.

## **13. PRIVACY POLICY**

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The collection, use, and protection of your personal data is governed by the Company's Privacy Policy, which is incorporated into these Terms by reference. By using this Website, you consent to the processing of your personal data as described in the Privacy Policy. The Company is committed to compliance with applicable Indian data protection laws including the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023 (as applicable).

## **14. THIRD-PARTY LINKS**

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The Website may contain links to third-party websites or resources for your convenience. The Company does not endorse, control, or take responsibility for the content, privacy practices, or availability of such third-party websites. Accessing third-party links is at your own risk, and you should review their respective terms and privacy policies.

## **15. DISCLAIMER OF WARRANTIES**

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The Website and all Content are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, express or implied. The Company expressly disclaims all warranties including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free access. The Company does not warrant that the Website will be free from viruses or other harmful components.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

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### **16.1 Governing Law**

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

### **16.2 Dispute Resolution — Arbitration First**

- In the event of any dispute, controversy, or claim arising out of or relating to these Terms, the Website, or the Company's products and services, the parties shall first attempt to resolve the matter amicably through good-faith negotiations within 30 (thirty) days of written notice by either party.
- If the dispute is not resolved through negotiation, it shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties, or in the absence of agreement, appointed in accordance with the Act.
- The seat and venue of arbitration shall be Chennai, Tamil Nadu, India. The language of arbitration shall be English.
- The arbitral award shall be final and binding on both parties.

### **16.3 Jurisdiction**

Without prejudice to the arbitration clause above, for any matters requiring urgent interim relief or matters that are not arbitrable under applicable law, the parties submit to the exclusive jurisdiction of the courts at Chennai, Tamil Nadu, India.

## **17. FORCE MAJEURE**

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The Company shall not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused by circumstances beyond the Company's reasonable control, including but not limited to acts of God, natural disasters, epidemics or pandemics, governmental actions, wars, civil unrest, power failures, internet outages, or labor disputes. The Company shall resume performance as soon as reasonably practicable after the force majeure event ceases.

## **18. SEVERABILITY**

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If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or if not possible, severed from these Terms. The remaining provisions shall continue in full force and effect.

## **19. ENTIRE AGREEMENT**

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These Terms, together with the Privacy Policy and any separate service agreement or internship/mentorship agreement executed with the Company, constitute the entire agreement between You and the Company with

respect to your use of the Website and supersede all prior agreements, representations, and understandings relating to the same subject matter.

## 20. CONTACT US

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For any questions, concerns, or grievances regarding these Terms, please contact:

**Oxygen Bioinnovations Private Limited**

Email: [info@oxygenbioinnovations.com](mailto:info@oxygenbioinnovations.com)

Website: [www.oxygenbioinnovations.com](http://www.oxygenbioinnovations.com)

State: Tamil Nadu, India

Grievance Officer

Email: [info@oxygenbioinnovations.com](mailto:info@oxygenbioinnovations.com)

Response Time: Within 30 days of receipt of complaint.

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*This document is intended as a baseline Terms and Conditions policy. Before publishing on your website, it is strongly recommended that a qualified legal professional review and finalise this document to ensure full compliance with the Information Technology Act 2000, Consumer Protection Act 2019, FSSAI regulations, and the Digital Personal Data Protection Act 2023.*