comsur™

the missing piece of CCTV

GET THE BOOK
INTERNATIONAL PRICING

"SEE WHAT THE CAMERA SAW"

IN 95% LESS TIME

KNOW WHAT YOU DON'T KNOW
TURN GARBAGE TO GOLD

THE DEFINITIVE GUIDE TO VISUAL EVIDENCE GOVERNANCE

BUILD 'BETTER' AI
POWERED BY DAILY AUDITS

100+ SECTORS - AIRPORTS TO ZOOS

GAUTAM D. GORADIA

COMSUR.BIZ PROVIDES VARIOUS SERVICES TO ITS USERS WHICH ARE DETAILED ON THE WEBSITE www.comsur.biz (HEREINAFTER REFERRED TO AS THE 'SERVICES'). THESE SERVICES INCLUDE ACCESS TO THE VARIOUS FEATURES AND FACILITIES OF THE WEBSITE AND/OR THE USE OF SUCH FEATURES, FACILITIES AND ANY PROPRIETARY MATERIALS RELATED THERETO. THE USE OF THE WEBSITE IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS END-USER AGREEMENT, AS AMENDED FROM TIME TO TIME UPON NOTICE FROM COM-SUR VIDEO SURVEILLANCE AND IMAGING AI TECHNOLOGIES PRIVATE LIMITED (FORMERLY: 'HAYAGRIVA SOFTWARE PRIVATE LIMITED'), WHICH NOTICE MAY BE PROVIDED TO YOU ON THE PAGES THROUGH WHICH YOU ACCESS OR USE THE SERVICES. PROCEEDING WITH THE USE OF THE SERVICES, OR THE CONTINUED USE OF THE SERVICES AFTER RECEIVING NOTICE OF ANY CHANGES, CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THE END-USER AGREEMENT AND ANY AMENDMENTS THERETO OR AMENDED VERSIONS THEREOF. IF YOU DO NOT AGREE WITH ALL THE TERMS, YOU MUST NOT USE THE SERVICES.

This End-User Services Agreement ("Agreement") is an agreement between you, an individual or an individual acting on behalf of your employer, a corporation, partnership, or other legal entity that will be using www.comsur.biz's services ("User"), and COM-SUR Video Surveillance and Imaging AI Technologies Private Limited (Formerly: 'Hayagriva Software Private Limited') having its registered office at 211, Bldg. No. 1, Sona Udyog Industrial Estate, Parsi Panchayat Road, Andheri East, Mumbai – 400069, Maharashtra, India, and its administration office at unit no 302, Solitaire, S.V. Road, Santacruz (West), Mumbai - 400054, Maharashtra, India (hereinafter referred to as "The Company") ADDRESS

1. ACKNOWLEDGMENT AND ACCEPTANCE OF AGREEMENT

The Services provided by the Company are provided to the User under the terms and conditions of this Agreement, any amendments to this Agreement, and any operating rules or policies that may be published from time to time by the Company, all of which are hereby incorporated by reference. This Agreement comprises the entire agreement between a User and the Company and supersedes any prior agreements pertaining to the subject matter contained herein.

2. REGARDING SERVICES

The Company does not currently charge the User for the Services but may charge for enhancements the User may elect to obtain. At any point of time, the Company may decide to charge fees for the Services.

The Company reserves the right to modify or discontinue, temporarily or permanently, the Services or any part thereof, with or without notice to the User. The User agrees that the Company shall not be liable to the User or any third party for any modification or discontinuance of the Services.

3. USER'S REGISTRATION OBLIGATIONS

The User must be at least eighteen (18) years old to register for the Services. In consideration of use of the Services, the User agrees to: (a) provide true, accurate, current, and complete information about the User as prompted by the registration form; and (b) to maintain and update this information to keep it true, accurate, current, and complete. If any information provided by the User ("Registration Data") is untrue, inaccurate, not current, or incomplete, the Company has the right to terminate User's account and refuse any and all current and/or future use of the Services.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

4. USE OF REGISTRATION DATA

The User acknowledges that Registration Data is to be stored with the Company. The Company agrees not to contact the User if the User informs the Company of the User's preference to not be contacted. The Company shall endeavour to restrict third parties from contacting the User, except as provided in Company's Privacy Policy.

The User agrees that the Company, or an authorized official of the Company may disclose Registration Data to third parties about the User as well as information about the User's use of the Services, provided that such disclosures do not include the User's name, mailing address, email address, telephone or facsimile number, or account number, unless: (a) the User has authorized the Company to disclose such information; (b) such disclosure is required by law or legal process; or (c) the User violates any of the terms set forth in Section 7 below.

This Agreement includes the terms and conditions of the Company's Privacy Policy, details of which are available on the website, and which is hereby incorporated by reference. In the event that there exists any inconsistency between this Agreement and the Privacy Policy, the terms and conditions of the Privacy Policy shall take precedence.

5. USER CONTENT

The Company considers email transmitted via the Services to be the private correspondence of the sender. The Company will not monitor, edit, or disclose the contents of a User's private communications, except that the User agrees that the Company may do so: (a) as required by law; (b) to comply with legal processes; (c) if necessary to enforce this Agreement; (d) to respond to claims that such contents violate the rights of third parties; or (e) to protect the rights or property of the Company.

The User acknowledges that the Company is not a "network service provider" under Section 79 of the Information Technology Act, 2000 and that the content posted to public responsibility for such content. However, the Company reserves the right to remove any public content posted by a User that violates any law or any condition of this Agreement, upon notice of such violation. The User understands and agrees that technical (and sometimes manual) processing of email communications, search requests, community postings, and any other information supplied by the User is and may be required: (a) to send and receive messages; (b) to conform to the technical requirements of connecting networks; (c) to conform to the limitations of the Services; or (d) to conform to other, similar technical requirements.

The User acknowledges and agrees that the Company does not endorse the content of any User communications and is not responsible or liable for any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, indecent, tortious, or otherwise objectionable content, or content that infringes or may infringe the intellectual property or other rights of another.

6. USER NAME, MEMBER ACCOUNT, PASSWORD AND SECURITY

The User may be asked to choose the first part of his/her user name, which will be followed by the "@" symbol and Company's domain name (Example: YourNameHere@Example.com). The User agrees to choose a user name which is unique, not obscene, unlawful, or otherwise objectionable, in the Company's sole discretion. The Company shall own the User's complete user name.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

The User will receive a designated password and account upon completing the registration process for the Services. The User is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur under the User's account. The User agrees to immediately notify the Company of any unauthorized use of the User's password or account or of any other breach of security.

7. USER CONDUCT

The User agrees to abide by all applicable local, state, national, and international laws, rules and regulations during use of the Services, and agrees not to interfere with the use and enjoyment of the Services by other users. The User agrees to be solely responsible for the contents of the User's private and public communications, whether uploaded, posted, emailed, or otherwise transmitted through the Services. The User further agrees that the User shall be liable for all of the User's private and public communications, whether uploaded, posted, emailed, or otherwise transmitted through the Services. The User further undertakes that he shall comply with all the provisions of the Information Technology Act, 2000 and also all rules, regulations and notifications made thereunder.

The User agrees: (a) not to use the Services for illegal purposes; (b) not to interfere with or disrupt the Services or servers or networks connected to the Services; (c) to comply with all requirements, procedures, policies, and regulations of networks connected to the Services; (d) not to resell the Services or use of or access to the Services; and (e) to comply with all applicable laws regarding the transmission of technical data exported from India.

The User agrees not to upload, post, email, or otherwise transmit through the Services: (a) any unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, indecent, tortuous, or otherwise objectionable material of any kind; (b) any material that violates the rights of another, including, but not limited to, the intellectual property rights of another; (c) any material that violates any applicable local, state, national, or international law or regulation; or (d) unsolicited or unauthorized advertisements, promotional materials, "junk mail," "spam," "chain letters," or other forms of solicitation. The User agrees not to attempt to gain unauthorized access to other computer systems or networks connected to the Services. The User acknowledges and agrees that the Company may ban the User from future use of the Services if the User does not comply with the Company's standards of conduct. Furthermore, the User acknowledges and agrees that the Company may recover damages from User if User violates these terms or any provisions of the Information Technology Act, 2000. Further, the User can be reported for his illegal conduct to the law enforcement agencies for appropriate action under the Information Technology Act, 200, India Penal Code and such other laws as may be applicable.

In case the User comes to know of any of the above acts being done by another User or any of the provisions of this Agreement being violated by another user, then the User shall be under an obligation to inform the Company of such acts or violations so that appropriate action in this regard can be taken by the Company.

8. INDEMNITY

The User agrees to indemnify and hold the Company, and their third-party service providers, and their parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's use of the Services, User's connection to the Services, User's violation of this Agreement, or User's violation of any rights of another party.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

9. STORAGE OF COMMUNICATIONS

The Company assumes no responsibility for the deletion or failure to store email messages, communications, or other content maintained or transmitted through the Services. The Company may establish in its sole discretion an upper limit on the extent of message storage it will maintain for the User.

10. TERMINATION

(a) The User agrees that the Company, may terminate the User's password, account, or use of the Services if the Company, believes: (i) that the User has violated or acted inconsistently with the letter or spirit of this Agreement; or (ii) that the User has violated the rights of the Company, or their third-party service providers or other Users or parties. The User further agrees that the Company may terminate the User's password, account, or use of the Services if the User

a.) fails to use the Services at least one time within seven (7) days after initial registration (the "Initial Period"); or b.) fails to use the Services at least one time during any consecutive 30-day period following the Initial Period.

(b) The User agrees that the Company may immediately delete the User's account and all related information, communications, and files, and may bar any further access to such account, communications, files, or the Services under any provision of this Agreement or for without assigning any reasons for such deletion or barring. The User also acknowledges and agrees that termination of any of the Services may be effected without prior notice.

11. LINKS

The Services may provide, or users may include in email or community postings, links to other Web sites or resources. However, the User agrees not to include in email or community postings (or elsewhere via the Services) any "deep link" which leads to a web page, other than the home page, of another party's web site unless such a link is authorized by the owner of that web site. The User acknowledges and agrees that the Company is not responsible for the availability of such external sites or resources, or for the User's use of deep links, and that the Company does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

12. COMPANY'S PROPRIETARY RIGHTS

The User acknowledges and agrees that content, including, but not limited to, text, software, music, sound, photographs, graphics, video, or other material contained in sponsor advertisements or information presented to the User through the Services or third-party advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. The User acknowledges and agrees that the User is permitted to use this material and information only as expressly authorized in advance by the Company, or advertisers, as applicable, and may not copy, reproduce, transmit, distribute, or create derivative works of such content or information without such express authorization.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

13. DISCLAIMER OF WARRANTIES

(a) THE USER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT THE USER'S SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(b) THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE CONTENTS OF THE DISCLAIMERS DETAILED ON THE WEBSITE WWW.COMSUR.BIZ MAY ALSO BE READ AS PART OF THE PRESENT AGREEMENT.

(c) THE COMPANY MAKES NO WARRANTY THAT THE SERVICES WILL MEET THE USER'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

(d) THE USER UNDERSTANDS AND AGREES THAT ANY INFORMATION, CONTENT, DATA, OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH OR FROM THE SERVICES IS OBTAINED AT THE USER'S OWN DISCRETION AND RISK, AND THAT THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE USER'S COMPUTER SYSTEM OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

(e) THE COMPANY MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES.

(f) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE USER FROM THE COMPANY OR THROUGH OR FROM THE SERVICES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

14. LIMITATION OF LIABILITY

(a) THE USER AGREES THAT THE COMPANY, AND THEIR THIRD PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR FROM MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THE USER FURTHER AGREES THAT THE COMPANY, AND THEIR THIRD-PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM INTERRUPTION, SUSPENSION, OR TERMINATION OF SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER SUCH INTERRUPTION, SUSPENSION, OR TERMINATION WAS JUSTIFIED OR NOT, NEGLIGENT OR INTENTIONAL, INADVERTENT OR ADVERTENT.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

(c) THE USER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF COMPLIANCE OR REASONABLE ATTEMPTS TO: (i) COMPLY WITH THE INDIAN COPYRIGHT ACT.

(d) FURTHER, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES RELATING TO THIS AGREEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF Rs.100/- (RUPEES ONE HUNDRED ONLY).

15. AMENDMENT

The Company may modify this Agreement at any time, and such modifications shall be effective immediately upon posting on the website and continued access or use of the Services shall be deemed to be the User's conclusive acceptance of the modified Agreement.

16. GENERAL

The Company's third-party service providers are intended beneficiaries of this Agreement. This Agreement and the relationship between User and Company shall be governed by the laws of INDIA without regard to its conflict of law provisions. User, Company, agree to submit to the personal and exclusive jurisdiction of the courts located within Mumbai. The failure of the Company, and their third-party service providers to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision and rule that the other provisions of this Agreement remain in full force and effect. The User agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

17. MESSAGE BOARD TERMS AND CONDITIONS

This agreement governs your access to and use of www.comsur.biz "facilities, message boards [the “Service”]. The terms herein are in addition to any other terms that apply to your access to, or use of the aforesaid website. In consideration for your right to use the Service, you agree as follows:
Message board use is subject to the www.comsur.biz Terms & Conditions listed here:

CONTENT RESTRICTIONS

The following content is not allowed on your message board:
a) Racism
b) Hatred
c) Harassment
d) Adult content
e) Obscene material
f) Nudity or pornography
g) Material that infringes intellectual property or other proprietary rights of any party
h) Any copyright infringement

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

i) Material the posting of which is tortious or violates a contractual or fiduciary obligation you or we owe to another party
j) Piracy, hacking, viruses, worms, or such related wares
k) Any data or information which is specifically barred under the laws of India, including the Information Technology Act, 2000
l) Any illegal content
m) Any link to or any image from a site containing any material outlined in these restrictions
n) Any material deemed offensive or inappropriate by 'Hayagriva Software Private Limited' (hereinafter referred to as the Company), in its sole discretion, after you have been informed that the company so deems the material (you agree that the Company may remove such material or direct you to remove it without prior notice, however)
o) Harassment
p) Vulgar language
q) Offensive or malicious material
r) A commercial, fee for service, or advertising message.

In addition, you may not use our services if your website contains any content outlined in this section. Messages should not be posted that are inappropriate for the scope of the board as indicated by the board title.

We reserve the right to remove improperly posted messages as defined above; move messages to their proper location; message subject, and message classification, without notice for the purpose of preserving board integrity, and to ensure proper indexing and searchability. The company is not obligated to monitor the Service, but may do so and may remove or edit any message or adjust the settings of your account. Messages that the Company may, in its sole discretion, elect to remove or edit include without limitation those which violate the "Content Restrictions" enumerated herein.

You agree to monitor your message board, checking it at least once per day, for any content that violates these terms. Unmonitored boards are not allowed.

TERMINATION OF MESSAGE BOARD ACCOUNT

The Company reserves the right to remove your message board and stop account access, without warning, for any reason, or for no reason, at its sole discretion.

Acts or failures to act for which the Company ordinarily will terminate an account include without limitation the following:
a) Failure to maintain an accurate e-mail address with www.comsur.biz.
b) Infringing, or tolerating infringement by posters of, the intellectual property or other rights of third-parties or the Company.
c) Significant or repeat violations of any provision of these terms.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

18. DISCLAIMER OF WARRANTIES

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER IMPLIED OR EXPRESS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY (INCLUDING ITS CONTRACTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AFFILIATES) OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

19. WAIVER OF DAMAGES

You expressly understand and agree that:

Notwithstanding anything else in these terms of service or otherwise, the Company shall not be liable for any damages, including without limitation direct, indirect, consequential, special, or exemplary damages, including without limitation damages for lost profits, procurement of substitute goods, goodwill, data, or other losses (even if the Company has been advised of the possibility of such damages) arising out of or related to your use of or inability to use the service. Furthermore, the Company's aggregate liability shall in no event exceed the total fees paid by you under this agreement.

20. INDEMNIFICATION

You agree to indemnify and hold harmless the Company and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any losses, damages or costs, including reasonable attorney's fees, resulting from any claim or demand arising out of or related to your (including your agents, affiliates or anyone using your message board, whether or not on your behalf, and whether or not with your permission) use of the Service, including without limitation claims arising out of or related to your violation of these terms of service, or your violation of the rights of another person. Should the Company be notified of a pending legal action, or receive notice of the filing of a legal action, the Company may seek written confirmation from you concerning your obligation to indemnify the Company, and you agree to provide such confirmation promptly.

21. GENERAL TERMS

You agree to take all reasonable steps to ensure that those who post ("Posters") to your message board are at least eighteen (18) years of age, including without limitation informing any Poster to your board that you learn or believe is younger than eighteen (18) that they may no longer post on your board and deleting any posts made by that person.

You agree that the Company may preserve content and membership information and may release any or all preserved content or membership information to governmental agencies, courts, or other third-parties if the Company believes, in its sole discretion, that you have or may have committed illegal activities, violated these terms of service, violated the rights of third-parties, impaired in any respect the ability of the Company to operate the Service properly, or endangered in any respect the Company or third-parties, or in the event that the information is subpoenaed or subject to other judicial or administrative process.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

The Company does not claim ownership of content you or third-parties post to your board. With respect to content that you post or make available through your board, however, without limiting any other rights these terms of service afford to the Company, you grant the Company a world-wide, perpetual, royalty-free, and non-exclusive license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display such content for the purpose of providing and promoting the Service.

If you post rules or policies on your board, such rules or policies shall not be inconsistent with these terms of service or the Company's usage terms. You understand and agree that any such rules or policies do not bind the Company and the Company will not enforce them, and that any such rules or policies shall be regarded merely as statements of your preferences.

If you so choose to permit, users may create a custom poll in their message. Although the Company's poll feature has been designed to limit a unique user to one vote, the Company cannot guarantee such an outcome. Polls and their results are provided for entertainment only, and poll results may be skewed for a variety of reasons, including without limitation the group of users targeted. Polls are subject to all other provisions of these terms of service.

You agree to, at all times, maintain information reasonably sufficient to permit viewers of your message board to contact you, at a minimum, including an e-mail address on your board.

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented on your board is protected by intellectual property or other proprietary rights and laws.

The company shall have the sole discretion as to what constitutes a violation of any of these terms of service.

You may not sell or resell the Service or otherwise charge or receive any fees in connection with the Service.

You may not assign or otherwise transfer this agreement without the Company's explicit written permission, and subject to any requirements or restrictions on which the company may condition such permission.

This agreement creates no third-party beneficiaries.

You warrant that all information you supplied to the Company during the account creation process is true and accurate to the best of your knowledge. You agree promptly to notify the Company of any changes to this information.

22. CHOICE OF LAW AND FORUM

The Company's terms of Service shall be governed by the laws of INDIA, exclusive of choice-of-law principles. You hereby consent to the exclusive jurisdiction of the courts of Mumbai, INDIA in any and all disputes arising out of, or related to, your use of Hayagriva Software Private Limited's services.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

23. SEVERABILITY

If any condition in these terms of service is found unenforceable, the Company reserves the right to modify the condition to comply with the law. All remaining conditions shall remain valid and enforceable.

24. MODIFICATION

The Company reserves all rights to modify the Terms of Service at any time. If you do not remove your account within 14 business days, you shall be deemed to have accepted such modified Terms of Service.

25. ENTIRE AGREEMENT

These terms of service contain the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. These terms of service supersede any prior written or oral agreements between the parties.

26. NO WAIVER

The Company's failure at any time to enforce any provision of these terms of service shall not constitute a waiver or limitation of the Company's right subsequently to enforce every provision of the terms of service.

CHECKING THE "I AGREE" OPTION TO THE ENTIRE 'HAYAGRIVA SOFTWARE PRIVATE LIMITED' TERMS OF SERVICE FOR PAID SERVICE PLANS" BOX ON THE ACCOUNT CREATION PAGE, OR CREATION AND/OR USE OF YOUR WWW.COMSUR.BIZ MESSAGE BOARD OR THE WWW.COMSUR.BIZ EMAIL ACCOUNT CONSTITUTES ACCEPTANCE OF THESE TERMS OF SERVICE.

27. THIS SERVICE IS PROVIDED "AS IS"

THIS SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. THE WEBSITE WWW.COMSUR.BIZ AS WELL AS HAYAGRIVA SOFTWARE PRIVATE LIMITED GIVES NO WARRANTY, EXPRESSED OR IMPLIED, FOR THE SERVICES PROVIDED, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DISCLAIMER EXTENDS TO ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY THE COMPANY OR ITS PROVIDERS BEYOND THE FEES PAID BY CLIENT TO PROVIDER FOR SERVICES. WE MAKE EVERY EFFORT TO BACKUP OUR DATA, BUT WE ARE NOT RESPONSIBLE FOR ANY LOSS OF DATA.

28. INDEMNITY

You agree to indemnify and hold the Company, affiliates, volunteers, and employees harmless from any demand made by anyone due to the Content you post to the Service, your use of the Service, or your violation of any law or these Terms of Service.

29. MONITORING

The Company reserves the right to monitor and to investigate any complaints regarding any content on any message board posting posted by any account in the Company's message board and to take appropriate

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

action if the Company finds violations of these Terms of Service. Accordingly, members agree that the Company will have the right to access their site(s) at any time without advance notice.

The Company reserves the right to change or amend these Terms of Service at any time without prior notice. By signing up for www.comsur.biz, you signify your agreement to these Terms of Service.

30. COMPUTER TRACKING AND COOKIES

(A cookie is a small amount of data that is sent to your browser from a Web server and stored on your computer's hard drive.) We use cookies on this site for your personal convenience in order to maintain sessions while you are logged into various areas of our site. We also use cookies to track the 'handle' that you choose to use if you make use of any www.comsur.biz Message Board. This is for your convenience only. Our site logs do generate certain kinds of non-identifying site usage data, such as the number of hits and visits to our sites. This information is used for internal purposes by technical support staff to provide better services to the public and may also be provided to others, but the statistics contain no personal information and cannot be used to gather such information.

31. BLOGS

A blog is a personal web page and the company is not responsible for any of the content contained in a blog, nor does the Company assert any ownership over blog content. There may be some exceptions to this rule, where a blog is being written by the Company staff for some official purpose, but such exceptions will be individually identified and do not affect the general principle that responsibility and ownership of a blog rest with its author(s).

Even though blogs are personal web pages, the ‘Hayagriva Software Private Limited’ acceptable use policy still applies. In particular, this implies that: -

Users shall not attempt to gain access to, copy, or otherwise make use of any other user’s program or data. This includes acquiring knowledge of any other user’s password. Attempting to interfere with or read private data on another user's blog is a breach of this term.

Users shall not attempt to gain access to systems management facilities or other facilities not available for general use.

Computing facilities shall not be used to display, print, transmit or store text or images or other data which could be considered offensive such as pornographic, racially abusive or libelous material. The test here is not whether you, or your peers, find content offensive; it is whether such content could be deemed offensive to others. Do not assume that if you find something harmless or amusing, that therefore it must be acceptable to publish.

Users should be aware of the possibilities for copyright infringement which arise out of the use of a blog; making copyrighted video or audio material available, or reproducing images or text from other sources may be a breach of copyright law and thus illegal. Asking for assistance with (or identifying mechanisms for) or dealing in any manner whatsoever, with file-sharing at www.comsur.biz is also unacceptable and prohibited.

No one shall make use of the Company’s computing facilities to harass any person or group of persons.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

The terms and conditions of blogs to the extent that they apply to blogs are to be read as part and parcel of these terms and conditions and the contents of the same are once again reaffirmed and reiterated and not repeated here for the sake of brevity.

Users agree unconditionally and absolutely to be liable for all their postings on their blogs and / or blog accounts and further, they agree to be liable for all the legal consequences concerning the same, under the laws of India, including the Information Technology Act, 2000. The contents of the terms and conditions of the web site www.comsur.biz and its disclaimers may also be read as part and parcel of these terms and conditions and the contents of the same are once again reaffirmed and reiterated and not repeated here for the sake of brevity.

No one shall make any use of the Company's computing facilities to undertake or assist in a criminal act.

Monitoring of blogs

Blogs are not routinely monitored by the company. This has two implications: -

a) If you see something on a blog which you think may breach one of the terms above, or otherwise concerns you, then you should not assume that Hayagriva Software Private Limited is aware of the problem, and you should use the "Report a problem" button to raise your concern.

b) If you are the author of a blog, you should never assume that posting something on your blog is an acceptable way of communicating with the Company.

In our quest to provide diverse voices from the www.comsur.biz community, we leave the content of each blog up to the blogger. The opinions expressed on the www.comsur.biz blogs, and in reader-posted comments, are not necessarily the opinions of the company.

You should be aware that it is likely you will read opinions and postings that differ significantly from your own point of view. That is to be expected in a forum where people are free to express their opinions. However, it is worth noting that, while the bloggers have a right to their opinions, you certainly have a right to your opinion as well in response to the expressed views. You, as a reader, are encouraged to express your views by posting your comments and responses in the blogs you read. Hayagriva Software Private Limited reserves its right to remove any blog(s) and/or postings therein for any objectionable and illegal content, if and when so detected at any point of time, without any further notice of any kind whatsoever.

32. CONTROL OVER FEATURES, FUNCTIONS, AND ACCESS TO THE SERVICES

The Company reserves the right to change any information, features and functions of the Services without prior notice. The Company may deny you access to all or part of the Services without prior notice if you engage in any conduct or activities that the Company determines, in its sole discretion, violate our Terms of Use.

33. AMENDMENT

The Company reserves the right to modify the rules and terms of use at any time, with or without notice to our members. The Company reserves the right to discontinue this service, without notification, at any time.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

34. DISCLAIMERS

The following terms and conditions, along with all other terms and legal notices located on www.comsur.biz (collectively, “Terms”), govern your use of www.comsur.biz (the “Website”). If you do not understand and agree to be bound by all Terms, do not use this Website. Your use of this Website at any time constitutes a binding agreement by you to abide by these Terms.

Restrictions Regarding Materials

(a) All information, documents, software, images, photographs, text, services and other similar materials (collectively, “Materials”) contained in this Website are provided by ‘Hayagriva Software Private Limited’ or its third-party manufacturers, authors, developers and vendors (“Third-Party Providers”) and are the copyrighted work of ‘Hayagriva Software Private Limited’ and/or the Third-Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of ‘Hayagriva Software Private Limited’ or the Third-Party Provider. No part of the Website, including logos, graphics, sounds or images, may be reproduced or retransmitted in any way, or by any means, without the prior express written permission of ‘Hayagriva Software Private Limited’. You also may not, without Hayagriva Software Private Limited's prior express written permission, "mirror" any Materials contained on this Website on any other server.

(b) Nothing on this Website shall be construed as conferring any license under any of Hayagriva Software Private Limited's or any Third-Party Provider's intellectual property rights, whether by estoppels, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses.

(c) Permission is granted to display, copy, distribute and download Hayagriva Software Private Limited's Materials on this Website provided that: (1) both the copyright notice identified below and this permission notice appear in the Materials, (2) the use of such Materials is solely for personal, non-commercial and informational use and will not be copied or posted on any networked computer or broadcast in any media, and (3) no modifications of any of the Materials are made. This permission terminates automatically without notice if you breach any of these terms or conditions. Upon termination, you will immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on this Website may violate copyright laws, trademark laws, and other related laws and may have various legal consequences.

(d) Materials provided by Third Party Providers have not been independently authenticated in whole or in part by ‘Hayagriva Software Private Limited’. www.comsur.biz does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by ‘Hayagriva Software Private Limited’. ‘Hayagriva Software Private Limited’ is committed to respecting others' intellectual property rights, and we ask our users to do the same. ‘Hayagriva Software Private Limited’ (hereinafter referred to as “We”) may, in its sole discretion, terminate the access rights of users who infringe or otherwise violate others' intellectual property rights.

Disclaimer for websites that we link to

We use our commercially reasonable endeavours to ensure that the websites we select for inclusion in www.comsur.biz work, and continue to work properly; that their content remains acceptable and useful; We

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

explicitly disclaim, and will not accept any responsibility for any of the following in respect of the sites that we link to:

a) Infection by computer viruses

b) Damage caused by downloaded software

c) Technical problems, failures and speed of operation

d) Libelous or illegal material

e) The quality or truth of any material, or advice that is offered

35. DISCLAIMER OF WARRANTY:

'Hayagriva Software Private Limited' expressly disclaims warranties of any kind for any use of or any access to www.comsur.biz, to any material, information, links, or content presented on the web pages at www.comsur.biz, to any external website linked thereto, and to any external material, information, links, or content linked thereto. Comsur.biz, and any material, information, links, and content presented on the web pages at www.comsur.biz, as well as any external website and any external material, information, links, and content linked thereto, are provided on an "as is" basis, without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability or fitness for a particular purpose, or non-infringement. 'Hayagriva Software Private Limited' has no control over any external website or over any external material, information, links, and content linked to www.comsur.biz. Certain jurisdictions do not permit the exclusion of implied warranties and the foregoing exclusions of implied warranties may not apply to you. COMSUR.BIZ and its internal web pages may be unavailable for online access from time to time and at any time; there are no guarantees and no warranties of online availability, impressions, and click-throughs. The entire risk as to the performance of, or non-performance of, or arising out of the use of, or the access of, or the lack of access to www.comsur.biz, to any material, information, links, or content presented on the web pages at www.comsur.biz, to any external website linked thereto, or to any external material, information, links, or content linked thereto, is borne by the user, visitor, customer, or other person.

36. DISCLAIMER OF ONLINE AVAILABILITY, IMPRESSIONS, AND CLICK-THROUGHS:

In addition to the other disclaimers and limitations discussed in this notice, there are no guarantees and no warranties regarding online availability, impressions, and click-throughs of www.comsur.biz, its web pages, and any material, information, links, or content presented on the web pages at www.comsur.biz. COMSUR.BIZ, its web pages, and any material, information, links, or content presented on the web pages at www.comsur.biz, may be unavailable for online access at anytime. Advertising sponsors and advertising must be approved by 'Hayagriva Software Private Limited' before the posting of any advertising material, information, links, content, banners, and graphics on www.comsur.biz. 'Hayagriva Software Private Limited' reserves the right to accept or to reject any advertising sponsor or any advertising for any reason.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

37. LIMITATION OF LIABILITY:

In no event and under no circumstances and under no legal theory, tort, contract, or otherwise shall 'Hayagriva Software Private Limited' be liable, without limitation, for any damages whatsoever, including direct, indirect, incidental, consequential or punitive damages, arising out of any access to or any use of or any inability to access or use this website including any material, information, links, and content accessed through this website or through any linked external website.

Local Laws

'Hayagriva Software Private Limited' controls and operates this Website from its headquarters in Mumbai and makes no representation that the materials on the website are appropriate or available for use in other locations. If you use this Website from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries. Unless otherwise explicitly stated, all marketing or promotional materials found on this Website are solely directed to individuals, companies or other entities located in India and comply with the laws prevailing for the time being in force in India.

General

This Website could include unintended inaccuracies or typographical errors. Hayagriva Software Private Limited and the Third-Party Providers may make improvements and/or changes in the products, services, programs, and prices described in this Website at any time without notice. Changes are periodically made to the Website.

The material, information, links, and content presented on and by this website is of a general nature only and is not intended to address the specific circumstances, requirements, or any other needs of any particular individual or entity. It cannot be guaranteed that the material, information, links, and content presented on and by this website is comprehensive, complete, accurate, sufficient, timely, or up to date for any particular purpose or use. The material, information, links, and content presented on and by this website should not be considered as professional, legal, business, financial, investment, or purchasing advice (if you need specific advice, you should always consult a suitably qualified professional). This website is sometimes linked to external websites over which 'Hayagriva Software Private Limited' has no control and assume no responsibility, and are in no way acting as a publisher of material, information, links, and content contained on external linked websites. Links may become invalid, may expire, or may become misdirected at any time. Links are provided as a convenience and do not necessarily constitute, signify, or otherwise imply an endorsement by, or an endorsement for, or a relationship with, or connection to 'Hayagriva Software Private Limited'. The statements expressed on external linked websites are not those of 'Hayagriva Software Private Limited'; and users are advised that 'Hayagriva Software Private Limited' does not maintain editorial control over external linked websites or determine the appropriateness regarding the material, information, links, and content contained on external linked websites. 'Hayagriva Software Private Limited' has no control over any external website or over any external material, information, links, and content linked to www.comsur.biz.

COMSUR.BIZ will have people from all over India using this Website. So, in order to ensure consistency in the interpretation and enforcement of these Terms, the Website, and your use of the Website will be governed in all respects by the laws of India.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

These Terms represent the entire understanding relating to the use of the Website and prevail over any prior or contemporaneous, conflicting, additional, or other communications. 'Hayagriva Software Private Limited' can modify these Terms at any time without notice or consent by updating this posting.

In the event any or a portion of the provisions of these Terms are held invalid, illegal or otherwise unenforceable by a Court, such provision shall be deemed amended to be valid, legal and enforceable to the fullest extent permitted under applicable law, and the remaining provisions of these Terms shall remain in full force and effect. These Terms are binding upon you and your heirs, representatives, successors and assigns. The headings of the several articles and subdivisions of these Terms are inserted solely for the convenience of reference and shall have no further meaning, force or effect. No third party shall be a beneficiary of any provision of these Terms, except with the express written consent of 'Hayagriva Software Private Limited'.

38. LICENSE DISCLAIMER

Nothing on any 'Hayagriva Software Private Limited' website shall be construed as conferring any license under any of Hayagriva Software Private Limited's or any third party's intellectual property rights, whether by estoppel, implication, or otherwise.

39. CONTENT AND LIABILITY DISCLAIMER

'Hayagriva Software Private Limited' shall not be responsible for any errors or omissions contained on any 'Hayagriva Software Private Limited' website, and reserves the right to make changes anytime without notice. Mention of non-Hayagriva Software Private Limited products or services is provided for informational purposes only and constitutes neither an endorsement nor a recommendation by 'Hayagriva Software Private Limited'. All 'Hayagriva Software Private Limited' and third-party information provided on any 'Hayagriva Software Private Limited' website is provided on an "as is" basis.

'HAYAGRIVA SOFTWARE PRIVATE LIMITED' DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION (INCLUDING ANY SOFTWARE, PRODUCTS, OR SERVICES) PROVIDED ON ANY 'HAYAGRIVA SOFTWARE PRIVATE LIMITED' WEBSITE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

40. PURCHASING AND ORDERING DISCLAIMER

40.1 MAKE YOUR OWN DECISIONS:

If you are making important purchasing or planning decisions, whether personal or business decisions, you should look at an actual demonstration model of any product you are considering before making your important purchasing or planning decisions. All decisions made would be entirely your prerogative and 'Hayagriva Software Private Limited' does not claim to offer any advice, either legal or financial.

READ THESE TERMS. IN PURCHASING A PRODUCT, YOU UNDERSTAND AND AGREE TO THE TERMS BELOW. IF YOU DO NOT UNDERSTAND AND AGREE WITH THESE TERMS THEN DO NOT PLACE AN ORDER FOR A PRODUCT.

PRICING. ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. EVERY EFFORT HAS BEEN MADE TO ENSURE ACCURATE PRICING OF THE PRODUCTS FEATURED ON OUR WEBSITE. IN THE EVENT A PART OR

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

ACCESSORY IS ORDERED AND THE LISTED PRICE HAS CHANGED, YOU WILL BE NOTIFIED PRIOR TO OUR PROCESSING YOUR ORDER.

PURCHASE “AS IS.” YOU AGREE THAT ALL PRODUCTS PURCHASED BY YOU ARE ON “AS IS” BASIS WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND FROM ‘HAYAGRIVA SOFTWARE PRIVATE LIMITED’.

40.2 YOUR RESPONSIBILITY; DAMAGE LIMITS

YOU HAVE SOLE RESPONSIBILITY FOR USE OF THE PRODUCTS YOU PURCHASE THROUGH THIS WEBSITE. IN NO EVENT SHALL COMSUR.BIZ BE LIABLE TO YOU IN RELATION TO THE PRODUCTS, OR YOUR USE, MISUSE OR INABILITY TO USE THE PRODUCTS, FOR ANY (1) INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGE (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE); OR (2) DIRECT DAMAGES IN EXCESS OF THE AMOUNT YOU PAID COMSUR.BIZ FOR THE APPLICABLE PRODUCT.

41. YOUR REPRESENTATIONS

You represent that you are not a minor and that you are not under any legal or other disability which limits your ability to comply with these Terms or to install and use the products you purchase with minimal risk of harm to you or others. You further represent that you are not purchasing the products for resale to others and will not do so without Hayagriva Software Private Limited's prior written consent.

42. USE OF WEBSITE

You represent, warrant and covenant that your use of the Website shall not:

a) violate any applicable local, provincial, state, national or international law, statute, ordinance, rule or regulation;

b) interfere with or disrupt computer networks connected to the Website;

c) impersonate any other person or entity, or make any misrepresentation as to your employment by or affiliation with any other person or entity;

d) forge headers or in any manner manipulate identifiers in order to disguise the origin of any user information;

e) upload, post, transmit, publish, or distribute any material or information for which you do not have all necessary rights and licenses;

f) upload, post, transmit, publish or distribute any material which infringes, violates, breaches or otherwise contravenes the rights of any third party, including any copyright, trademark, patent, rights of privacy or publicity or any other proprietary right;

g) interfere with or disrupt the use of the Website by any other user, nor "stalk", threaten, or in any manner harass another user;

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025

h) upload, post, transmit, publish, or distribute any material or information which contains a computer virus, or other code, files or programs intending in any manner to disrupt or interfere with the functioning of the Website, or that of other computer systems;

i) use the Website in such a manner as to gain unauthorized entry or access to the computer systems of others;

j) upload, post, transmit, publish or distribute any material or information which constitutes or encourages conduct that would constitute a criminal offence, give rise to other liability, or otherwise violate applicable law;

k) upload, post, transmit, publish, or distribute any material or information that is unlawful, or which may potentially be perceived as being harmful, threatening, abusive, harassing, defamatory, libelous, vulgar, obscene, or racially, ethnically, or otherwise objectionable;

l) reproduce, copy, modify, sell, store, distribute or otherwise exploit for any commercial purposes the Website, or any component thereof (including, but not limited to any materials or information accessible through the Website);

m) use any device, software or routine to interfere or attempt to interfere with the proper working of the Website; or

n) take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure.

Use of this Website is at your own risk, and the 'Hayagriva Software Private Limited' will not be held liable for any errors or omissions contained in this Website. In no event, shall the 'Hayagriva Software Private Limited' be liable for any special, indirect or consequential damages, or any damages whatsoever resulting from loss of use, data or profits whether contract, negligence or any tort action arising out of, or in connection with, the use or performance of the information available from www.comsur.biz.

This version is current with effect from 9th August 2015.

Copyright: COM-SUR Video Surveillance And Imaging AI Technologies Private Limited. Mumbai. (Formerly: Hayagriva Software (P) Ltd.)
CIN: U72900MH2001PTC134110 | Tel: +91- 89561-01379 | Email: ineedcomsur@comsur.biz | www.comsur.biz | Patents Granted and Pending | Private and Confidential | All rights reserved | COM-SUR is a registered TM. All other names belong to their owners. No guarantees, commitments, or undertakings w.r.t. the benefits (including time saving to audit) of using COM-SUR are provided or should be assumed to be provided. | AD021025