

Legal Notice > www.consamtelecom.com

TERMS AND CONDITIONS

VISITORS TO THIS WEB SITE ARE BOUND BY THE FOLLOWING TERMS AND CONDITIONS ("TERMS"). PLEASE READ THESE CAREFULLY BEFORE CONTINUING TO USE THIS SITE. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, PLEASE DO NOT USE THIS SITE. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS, PLEASE CONTACT [incharge.communications@consam.in]

- a) Disclaimer of Warranties, Inaccuracies or Errors
- b) CONSAM Disclaimer
- c) Availability
- d) Third Party Interaction and Links to Third Party Sites
- e) Copyrights
- f) Trademarks
- g) General Terms and Conditions
- h) Applicable Law and Jurisdiction

A. Disclaimer of Warranties, Inaccuracies or Errors

- Although CONSAM tries to ensure that all information and recommendations, whether in relation to the products, services, offerings or otherwise (hereinafter "Information") provided as part of this website is correct at the time of inclusion on the web site, CONSAM does not guarantee the accuracy of the Information. CONSAM makes no representations or warranties as to the completeness or accuracy of Information.
- 2. CONSAM makes no commitment to update or correct any Information that appears on the Internet or on this web site.
- 3. Information is supplied upon the condition that the persons receiving the same will make their own determination as to its suitability for their purposes prior to use or in connection with the making of any decision. No Information at this web site shall constitute an invitation to invest in CONSAM or any affiliates. Any use of this website or the Information is at your own risk. Neither CONSAM and CONSAM affiliates, nor their officers, employees or agents shall be liable for any loss, damage or expense arising out of any access to, use of, or CONSAM upon, this website or the Information, or any website linked to this website.
- 4. Nothing contained herein is to be construed as a recommendation to use any product, process, equipment or formulation, in conflict with any patent, or otherwise and CONSAM makes no representation or warranty, express or implied that, the use thereof will not infringe any patent, or otherwise.

THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS" AND "WHERE-IS" BASIS, WITHOUT ANY WARRANTY. CONSAM, FOR ITSELF AND ANY THIRD-PARTY PROVIDING MATERIALS, SERVICES, OR CONTENT TO THIS WEBSITE, MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, WITH RESPECT TO THE WEBSITE, THE INFORMATION OR ANY PRODUCTS OR SERVICES TO WHICH THE INFORMATION REFERS. CONSAM WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE SITE, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THIS SITE OR YOUR INABILITY TO USE THE SITE, EVEN IF CONSAM HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. CONSAM Disclaimer

CONSAM companies have their own separate identities but in this web site we may sometimes use "CONSAM", "Group", "we" or "us" when we refer to CONSAM companies in general or where no useful purpose is served by identifying any particular CONSAM company.

C. Availability

- 1. CONSAM controls and operates this web site from India and makes no representation that the materials are appropriate or will be available for use in other locations. If you use this web site from outside the India, you are entirely responsible for compliance with all applicable local laws.
- 2. CONSAM has several websites offering products, services, content and various other functionalities (collectively the "Services") to specific regions worldwide. The Services offered in one region may differ from those in other regions due to availability, local or regional laws, shipment and other considerations. CONSAM does not make any warranty or representation that a user in one region may obtain the Services from the CONSAM site in another region and CONSAM may cancel a user's order or redirect a user to the site for that user's region if a user attempts to order Services offered on a site in another region.



Legal Notice > www.consamtelecom.com

3. Information that CONSAM publishes on the World Wide Web may contain references or cross references to CONSAM products, programs and services that are not announced or available in your country. Such references do not imply that CONSAM intends to announce such products, programs or services in your country. Consult your local CONSAM business contact for information regarding the products, programs and services that may be available to you.

D. Third Party Interaction and Links to Third Party Sites

- 1. In your use of the web site, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or members or sponsors of the web site. Unless otherwise stated, any such correspondence, advertisement, purchase or promotion, including the delivery of and the payment for goods and/or services, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, is solely between you and the applicable third party. You agree that CONSAM has no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.
- 2. This website may be linked to other websites on the World Wide Web that are not under the control of or maintained by CONSAM. Such links do not indicate any responsibility or endorsement on our part for the external website concerned, its contents or the links displayed on it. These links are provided only as a convenience, in order to help you find relevant websites, services and/or products that may be of interest to you, quickly and easily. It is your responsibility to decide whether any services and/or products available through any of these websites are suitable for your purposes. CONSAM is not responsible for the owners or operators of these websites or for any goods or services they supply or for the content of their websites and does not give or enter into any conditions, warranties or other terms or representations in relation to any of these or accept any liability in relation to any of these (including any liability arising out of any claim that the content of any external web site to which this web site includes a link infringes the intellectual property rights of any third party).

E. Copyrights

- 1. This web site contains material, including text, graphics and sound, which is protected by copyright and/or other intellectual property rights. All copyright and other intellectual property rights in this material are either owned by CONSAM Industries Private Limited or have been licensed to CONSAM by the owner(s) of those rights so that it can use this material as part of this web site. CONSAM retains copyright on all Information, including text, graphics and sound and all trademarks displayed on this web site are owned by CONSAM and used under licence by CONSAM affiliates.
- 2. You may :
 - ✓ use and display the materials only on your personal computer only for personal use. CONSAM grants you a limited, personal, non-exclusive and non-transferable license only for such use.
 - ✓ print copies of the information on this site for your personal use and store the files on your computer for personal use.
- 3. You may not:
 - copy (whether by printing off onto paper, storing on disk, downloading or in any other way), distribute (including distributing copies), download, display, perform, reproduce, distribute, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material contained in the web site except as set out under "You may". These restrictions apply in relation to all or part of the material on the web site;
 - copy and distribute this information on any other server, or modify or re-use text or graphics on this system or another system. No reproduction of any part of the web site may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or web site, whether in hard copy or electronic format, including postings to any other web site.
 - remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from the web site; link to this web site; without our express written consent.

F. Trademarks

The CONSAM[™] and all products and logos denoted with TM are trademarks or registered trademarks of CONSAM or its affiliates. CONSAM trademarks may not be used in connection with any product or service that is not a CONSAM product or service.

G. General Terms and Conditions

 CONSAM does not routinely monitor your postings to the web site but reserves the right to do so. However, in our efforts to promote good citizenship within the Internet community, if CONSAM becomes aware of inappropriate use of the web site or any of its Services, CONSAM will respond in any way that, in its sole discretion, CONSAM deems appropriate. You



Legal Notice > www.consamtelecom.com

acknowledge that CONSAM will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, CONSAM will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

- 2. Submissions and unauthorised use of any materials contained on this web site may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold CONSAM and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all loss, costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the web site or the use of the web site by any person using your user name and/or password (including without limitation your participation in the posting areas or your Submissions) violates any applicable law or regulation, or the rights of any third party.
- 3. CONSAM reserves the right to terminate access to this web site at any time and without notice. Further this limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination, you must immediately destroy any downloaded and printed materials.
- 4. CONSAM may change the terms and conditions and disclaimer set out above from time to time. By browsing this web site, you are accepting that you are bound by the current terms and conditions and disclaimer and so you should check these each time you revisit the web site.
- 5. CONSAM may change the format and content of this web site at any time.
- 6. CONSAM may suspend the operation of this web site for support or maintenance work, in order to update the content or for any other reason.
- 7. Personal details provided to CONSAM through this web site will only be used in accordance with our privacy policy. Please read this carefully before going on. By providing your personal details to us you are consenting to its use in accordance with our privacy policy.
- 8. If you have a question or complaint, please contact us at [incharge.communications@consam.in].
- 9. CONSAM reserves all other rights.

H. Applicable Law and Jurisdiction

These terms and conditions are governed by and to be interpreted in accordance with laws of India, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree, in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the web site whether in contract or tort or otherwise, to submit to the jurisdiction of the courts located in the District of Araria, Bihar, India for the resolution of all such disputes.