

Terms and Condition

1.0 ACCEPTANCE OF TERMS

- 1.1 The <https://comtelconsultants.com> website ("Website") is an internet based service-related entrepreneurship establishing portal owned and operated by Comtel Consultants & Infraprojects Private Limited, a private limited company incorporated under the laws of India, having its registered office at 7/1, Nilmoni Mukherjee Road, Salkia, Howrah - 711106 ("Comtel Company").
- 1.2 Through the Website, <https://comtelconsultants.com> shall provide you ("User") service-related information, pricing, availability, supplemental services and reservation/booking/registration for various services/events across cities and rural areas throughout India ("Service"), as more particularly described and defined in the terms of service ("TOS") relating to such Service, This Service may be availed by the User, his family members and friends in India at any time during the year through vendors ("Service providers")
- 1.3 This User Agreement ("Agreement") sets out the terms and conditions on which <https://comtelconsultants.com> shall provide the Services to the User through the Website. In addition to this Agreement and depending on the Services opted for by the User, the User shall be required to read and accept the relevant TOS for such Service, which may be updated or modified by <https://comtelconsultants.com> from time to time. Such TOS shall be deemed to be a part of this Agreement and in the event of a conflict between such TOS and this Agreement, the terms of this Agreement shall prevail.
- 1.4 Use of the Website is offered to the User conditioned on acceptance without modification of all the terms, conditions and notices contained in this Agreement and the TOS, as may be posted on the Website from time to time. For the removal of doubts, it is clarified that use of the Website by the User constitutes an acknowledgement and acceptance by the User of this Agreement and the TOS. If the User does not agree with any part of such terms, conditions and notices, the User must not use the Website.
- 1.5 Additionally, the Service Provider may provide terms and guidelines that govern particular features, offers or the operating rules and policies applicable to each Service. The User shall be responsible for ensuring compliance with the terms and guidelines or operating rules and policies of the Service Provider with whom the User elects to deal, including terms and conditions set forth in a Service providers. In the event that any of the terms, conditions and notices contained in this Agreement or the TOS conflict with the additional/other terms and guidelines specified by the Service Provider, then the latter terms/guidelines shall prevail.

2.0 MODIFICATIONS OF TERMS

- 2.1 <https://comtelconsultants.com> reserves the right to change the terms, conditions and notices under which the Services are offered through the Website, including but not limited to the charges for the Services provided through the Website. The User shall be responsible for regularly reviewing these terms and conditions.

3.0 PRIVACY POLICY

The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of <https://comtelconsultants.com> in respect of the Website, The User further consents that the terms and contents of such Privacy Policy are acceptable to him.

As with Comtel services, our collection, use and sharing of Your personal data is subject to our Privacy Policy (which includes other documents referenced in the Privacy Policy) and updates. You agree that You will comply with the Service Terms when collecting, using or otherwise processing any personal data related to Members. You are responsible for Your and Your agents' processing of this data, including with respect to any secondary uses, disclosures or transfers of the data.

4.0 LIMITED USER

- 4.1 The User agrees and undertakes not to sell, trade or resell or exploit for any commercial purposes, any portion of the Service. For the removal of doubt, it is clarified that the Website is not for commercial use but is specifically meant for personal use only.
- 4.2 The User further agrees and undertakes not to reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Website. Limited reproduction and copying of the content of the Website is permitted provided that the <https://comtelconsultants.com>'s name is stated as the source. For the removal of doubt, it is clarified that unlimited or wholesale reproduction, copying of the content for commercial or non-commercial purposes and unwarranted modification of data and information within the content of the Website is not permitted.

5.0 DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

- 5.1 <https://comtelconsultants.com> has endeavored to ensure that all the information on the website is correct, but <https://comtelconsultants.com> neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data or information contained. <https://comtelconsultants.com> makes no warranty, express or implied, concerning the website and/or its contents and disclaims all warranties of fitness for a particular purpose and warranties of merchantability in respect of services, including any liability, responsibility or any other claim, whatsoever, in respect of any loss, whether direct or consequential, to any user or any other person, arising out of or from the use of the information contained in the website.
- 5.2 Since <https://comtelconsultants.com> acts only as a booking agent part, it shall not have any liability whatsoever for any aspect of the arrangements between Comtel's service and the user as regards the standards of services provided by Comtel as service provider. However, in any circumstances <https://comtelconsultants.com> shall be liable for the services provided by Comtel which is mentioned in Final negotiation letter, sent through system generated mail.
- 5.3 Although <https://comtelconsultants.com> makes reasonable commercial efforts to ensure that the description and content in the TOS and on each page of the website is correct, it does not, however, take responsibility for changes that occurred due to human or data entry errors or for any loss or damages suffered by any user due to any information contained herein. Also, <https://comtelconsultants.com> as the service provider, can therefore control or changes in the published descriptions at all time.
- 5.4 In no event shall <https://comtelconsultants.com> be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages resulting from: (a) the use or the inability to use the services; (b) the cost of procurement of substitute goods and services or resulting from any goods, information or services purchased or obtained or messages received or transactions entered into through the

services; (c) unauthorized access to or alteration of the user's transmissions or data; (d) any other matter relating to the services; including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the website. Neither shall <https://comtelconsultants.com> be responsible for the delay or inability to use the website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the website, or otherwise arising out of the use of the website, whether based on contract, tort, negligence, strict liability or otherwise. further, <https://comtelconsultants.com> shall not be held responsible for non-availability of the website during periodic maintenance operations or any unplanned suspension of access to the website that may occur due to technical reasons or for any reason beyond <https://comtelconsultants.com>'s control. the user understands and agrees that any material and/or data downloaded or otherwise obtained through the website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material and/or data. These limitations, disclaimer of warranties and exclusions apply without regard to whether the damages arise from (a) breach of contract, (b) breach of warranty, (c) negligence, or (d) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law the maximum liability on part of <https://comtelconsultants.com> arising under any circumstances, in respect of any services offered on the site, shall be limited to the refund of total amount received from the customer for availing the services less any cancellation, refund or others charges, as may be applicable. in no case the liability shall include any consequential loss, damage or additional expense whatsoever.

6.0 LINKS TO THIRD PARTY SITES

- 6.1 The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of <https://comtelconsultants.com> or the Website and <https://comtelconsultants.com> is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. <https://comtelconsultants.com> is not responsible for any form of transmission, whatsoever, received by the User from any Linked Site.
- 6.2 <https://comtelconsultants.com> is not responsible for any errors, omissions or representations on any Linked Site. <https://comtelconsultants.com> does not endorse any advertiser on any Linked Site in any manner. The Users are requested to verify the accuracy of all information on their own before undertaking any reliance on such information.

7.0 PROHIBITION AGAINST UNLAWFUL USE

As a condition of the use of the Website, the User warrants that they will not use the Website for any purpose that is unlawful or illegal under any law for the time being in force within or outside India or prohibited by this Agreement and/or the TOS including both specific and implied. In addition, the Website shall not be used in any manner, which could damage, disable, overburden or impair it or interfere with any other party's use and/or enjoyment of the Website. The User shall refrain from obtaining or attempting to obtain any materials or information through any means not intentionally made available or provided for or through the Website.

8.0 USE OF COMMUNICATION SERVICES

- 8.1 The Website may contain services such as email, chat, bulletin board services, information related to recommendations, news groups, forums, communities, personal web pages, calendars, and/or other message (hereinafter collectively referred to as "Communication Services"). The User agrees and undertakes to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, the User agrees and undertakes that when using a Communication Service, the User will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- upload files that contain software or other material protected by intellectual property laws unless the User owns or controls the rights thereto or have received all necessary consents;
- upload or distribute files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer;
- advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- conduct or forward surveys, contests, pyramid schemes or chain letters;
- download any file posted by another user of a Communication Service that the User know, or reasonably should know, cannot be legally distributed in such manner;
- falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- violate any code of conduct or other guidelines, which may be applicable for or to any particular Communication Service;
- violate any applicable laws or regulations for the time being in force in or outside India; and
- violate any of the terms and conditions of this Agreement or any other terms and conditions for the use of the Website contained elsewhere herein.

8.2 <https://comtelconsultants.com> has no obligation to monitor the Communication Services. However, <https://comtelconsultants.com> reserves the right to review materials posted through Communication Service and to remove any materials in its sole discretion. <https://comtelconsultants.com> reserves the right to terminate the User's access to any or all of the Communication Services at any time without notice for any reason whatsoever

8.3 <https://comtelconsultants.com> reserves the right at all times to disclose any information as is necessary to satisfy or comply with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in <https://comtelconsultants.com>'s sole discretion

8.4 <https://comtelconsultants.com> does not control or endorse the content, messages or information found in any communication service and, therefore, <https://comtelconsultants.com> specifically disclaims any liability or responsibility whatsoever with regard to the communication services and any actions resulting from the user's participation in any communication service.

8.5 Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. User is responsible for keeping himself updated of and adhering to such limitations if they download the materials.

9.0 TERMINATION/ACCESS RESTRICTION

<https://comtelconsultants.com> reserves the right, in its sole discretion, to terminate the access to the website and the related services or any portion thereof at any time, without notice

10.0 FEES PAYMENT

10.1 <https://comtelconsultants.com> reserves the right to charge listing fees for certain listings, as well as transaction fees based on certain completed transactions using the <https://comtelconsultants.com> Services. <https://comtelconsultants.com> further reserves the right to alter any and all fees from time to time, without notice.

10.2 The User shall be liable to pay all applicable charges, fees, duties, taxes, levies and assessments for availing the <https://comtelconsultants.com> Services

11.0 USER'S OBLIGATIONS AND USER ACCOUNT

- 11.1 In consideration of use of the Website, the User represent and confirm that the User is of legal age to enter into a binding contract and is not a person barred from using the Website and/or receiving the Services under the laws of India or other applicable law
- 11.2 To avail a Service the User has and must continue to maintain at his sole cost: (a) all the necessary equipments including a computer and modem etc. to access the Website/avail Services; (b) own access to the World Wide Web. The User shall be responsible for accessing the Services and that access may involve third party fees including, airtime charges or internet service provider's charges which are to be exclusively borne by the User.
- 11.3 The user also understands that the services may include certain communications from <https://comtelconsultants.com> as service announcements and administrative messages. the user understands and agrees that the services are provided on an "as is" basis and that <https://comtelconsultants.com> does not assume any responsibility for deletions, mis-delivery or failure to store any user communications or personalized settings.
- 11.4 Registration of the User on the Website is optional (may be uploaded later). If the User opts to register himself on the Website, upon completion of the registration process, the User shall receive a user ID and password. The User agrees and undertakes at all times to be responsible for maintaining the confidentiality of the password and user ID, and shall be fully responsible for all activities that occur by use of such password or user ID. Further, the User agrees not to use any other party's user ID and password for any purpose whatsoever without proper authorization from such party. You are responsible for the security of your password and for all transactions undertaken using your password through our service. The Password entered by you is transmitted in one way encrypted form to our database and stored as such. Thus the Password will not be known even to <https://comtelconsultants.com>. You confirm that you are the authorised holder of the credit card or the original account holder used in the transactions you make using the <https://comtelconsultants.com> services. <https://comtelconsultants.com> will not be responsible for any financial loss, inconvenience or mental agony resulting from misuse of your ID/password/credit card number/account details number for using <https://comtelconsultants.com> Services.
- 11.5 The user also agrees and undertakes to immediately notify <https://comtelconsultants.com> of any unauthorized use of the user's password or user id (if updated) and to ensure that the user logs off at the end of each session at the website. <https://comtelconsultants.com> shall not be responsible for any, direct or indirect, loss or damage arising out of the user's failure to comply with this requirement.
- 11.6 The User also agrees to: (a) provide true, accurate and complete information about himself and his beneficiaries as prompted by the registration form ("Registration Data") on the Website; and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If the User provide any information that is untrue, inaccurate, not current or incomplete or <https://comtelconsultants.com> has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, <https://comtelconsultants.com> has the right to suspend or terminate the User's registration and refuse any and all current or future use of the Website and/or any Service.
- 11.7 Furthermore, the User grants <https://comtelconsultants.com> the right to disclose to third parties Registration Data to the extent necessary for the purpose of carrying out the Services.
- 11.8 You have at least one Administrator with up to date contact information.
- 11.9 You will use your Organization's real name and keep it up to date.
- 11.10 You will use the Business Services for legal purposes.
- 11.11 You will comply with our "Do's and Don'ts".

11.12 You will be truthful about your personal data practices and comply with the laws that apply to your use of the Business Services.

12.0 BREACH

12.1 Without prejudice to the other remedies available to <https://comtelconsultants.com> under this agreement, the TOS or under applicable law, [Https://comtelconsultants.com](https://comtelconsultants.com) may limit the user's activity, or end the user's listing, warn other users of the user's actions, immediately temporarily/indefinitely suspend or terminate the user's registration, and/or refuse to provide the user with access to the website if:

- (a) the user is in breach of this agreement, the TOS and/or the documents it incorporates by reference;
- (b) <https://comtelconsultants.com> is unable to verify or authenticate any information provided by the user; or
- (c) <https://comtelconsultants.com> believes that the user's actions may infringe on any third party rights or breach any applicable law or otherwise result in any liability for the user, other users of the website and/or <https://comtelconsultants.com>.

12.2 [Https://comtelconsultants.com](https://comtelconsultants.com) may at any time in its sole discretion reinstate suspended users. Once the user have been indefinitely suspended the user may not register or attempt to register with <https://comtelconsultants.com> or use the website in any manner whatsoever until such time that the user is reinstated by <https://comtelconsultants.com>. notwithstanding the foregoing, if the user breaches this agreement, the TOS or the documents it incorporates by reference, <https://comtelconsultants.com> reserves the right to recover any amounts due and owing by the user to <https://comtelconsultants.com> and/or the service provider and to take strict legal action as <https://comtelconsultants.com> deems necessary

13.0 PROPRIETARY RIGHTS

13.1 [Https://comtelconsultants.com](https://comtelconsultants.com) may provide the User with content such as sound, photographs, graphics, video or other material contained in sponsor advertisements or information. This material may be protected by copyrights, trademarks or other intellectual property rights and laws. The User may use this material only as expressly authorized by [Https://comtelconsultants.com](https://comtelconsultants.com) and shall not copy, transmit or create derivative works of such material without express authorization from <https://comtelconsultants.com>

13.2 The User acknowledges and agrees that they shall not upload, post, reproduce or distribute any content on or through the Website that is protected by copyright or other proprietary right of a third party, without obtaining the permission of the owner of such right. Any copyrighted or other proprietary content distributed on or through the Website with the consent of the owner must contain the appropriate copyright or other proprietary rights notice. The unauthorized submission or distribution of copyrighted or other proprietary content is illegal and could subject the User to personal liability or criminal prosecution.

14.0 RELATIONSHIP

None of the provisions of this Agreement, terms and conditions, notices or the right to use the Website by the User contained herein or any other section or pages of the Website and/or the Linked Sites, shall be deemed to constitute a partnership between the User and <https://comtelconsultants.com> and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the Website, the User authorizes <https://comtelconsultants.com> and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed <https://comtelconsultants.com> and its agents as their agent for this purpose.

15.0 HEADINGS

The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, the TOS or the right to use the Website by the User contained herein or any other section or pages of the Website or any Linked Sites in any manner whatsoever

16.0 INTERPRETATION OF NUMBER AND GENDERS

The terms and conditions herein shall apply equally to both the singular and plural form of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine and feminine. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". Unless the context otherwise requires, the terms "herein", "hereof", "hereto", "hereunder" and words of similar import refer to this Agreement as a whole

17.0 INDEMNIFICATION

The User agrees to indemnify, defend and hold harmless [Https://comtelconsultants.com](https://comtelconsultants.com) from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by <https://comtelconsultants.com> that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by the User pursuant to this Agreement and/or the TOS

18.0 SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.

19.0 TERMINATION OF AGREEMENT AND SERVICES

- 19.1 Either the User or <https://comtelconsultants.com> may terminate this Agreement and a Service with or without cause at any time to be effective immediately.
- 19.2 The User agrees that <https://comtelconsultants.com> may under certain circumstances and without prior notice, immediately terminate the User's user ID and access to the Website/Services. Causes for termination may include, but shall not be limited to, breach by the User of this Agreement or the TOS, requests by enforcement or government agencies, requests by the User, non-payment of fees owed by the User in connection with the Services as specified in the applicable TOS.
- 19.3 This Agreement may be terminated by either the User or <https://comtelconsultants.com> through a written notice to the other. [Https://comtelconsultants.com](https://comtelconsultants.com) shall not be liable to the User or any third party for termination of any Service. Should the User object to any terms and conditions of this Agreement, any TOS or become dissatisfied with the Service in any way, the User's only recourse is to immediately: (a) discontinue use of the Website/Service; and (b) notify [Https://comtelconsultants.com](https://comtelconsultants.com) of such discontinuance
- 19.4 Upon termination of the Service, User's right to use the Website/Services and software shall immediately cease. The User shall have no right and <https://comtelconsultants.com> shall have no obligation thereafter to execute any of the User's uncompleted tasks or forward any unread or unsent messages to the User or any third party. Once the User's registration or the Services are terminated, cancelled or suspended, any data that the User has stored on the Website may not be retrieved later.

20.0 NOTICES

All notices and communications (including those related to changes in the TOS, Service, termination of Service etc.,) shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile (with acknowledgment of complete transmission) to the following address:

- If to <https://comtelconsultants.com>, at the address posted on the Website.
- If to a non registered User, at the communication and/or email address specified in the application form availing of a <https://comtelconsultants.com> Service
- If to a registered User, at the communication and/or email address specified in the registration form.

Notice shall be deemed to have been served 48 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.

21.0 GOVERNING LAW

This agreement and each TOS shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Kolkata.

22.0 PURCHASE POLICY

22.1 Payment Methods

- ComtelConsultants accepts Visa, MasterCard, Rupay card, American Express, select Debit Cards and Net Banking. Other payment methods may be added from time to time.

22.2 Age Limit

In all cases 18 Years will be allowed only.

22.3 Internet handling fees, Order Processing Fees, Background Verification Fees, Conveyance fees and Training Fees (If cases demand)

22.4 Booked Services on ComtelConsultants are subject to a per registration Internet handling fees, Order Processing Fees, Background Verification Fees, Conveyance fees and Training Fees (If cases demand)

22.5 Registration Confirmation (If updated)

- If you do not receive message/OTP (wherever applicable) in your registered mobile number after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm the same from your booking history or with the Customer Support Department whether or not your order has been placed. Only you may be aware of any problems that may occur during the purchase process. ComtelConsultants will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

22.6 Refunds and Exchanges (If updated)

- Before booking/registering, carefully review your booking details. ComtelConsultants prohibits exchanges or refunds after a Service Booking has been registered.

22.7 Billing Information Verification

- Booking bill including GST amount will be sent at your registered E-mail/ or may be downloaded from User's Dashboard. (If updated)
- Some Orders will be processed only after a billing address, and other billing information, has been verified. Occasionally, we receive incorrect billing or credit card account information for a booking of Service that can delay processing and delivery. In these cases, ComtelConsultants customer service will attempt to contact you, using the information provided at the time of Service booking.

22.8 Delivery

- ComtelConsultants offers multiple delivery options. The options may vary from for different Services.

Currently the following delivery options are available:

- Email confirmation: Your Service booking confirmation will be sent via an email.
- SMS confirmation: Your booking confirmation will be sent via an SMS. The SMS details with Service Receiver verification OTP need to be shown at the User's Doorsteps. Simultaneously, User will show Service Provider verification OTP during their meet at User's doorstep. (If updated)
- In case you experience any problems please drop into designated WA Link in <https://comtelconsultants.com> Website.

22.9 Cancelled/Postponed Services

- Occasionally, Booking are canceled or postponed by Comtel. Should this occur, we will attempt to contact you and refund the amount as per the policy of the organizer.
- Customer Care: If you need help regarding your order or any other issue, the best in the company is available. We guarantee a response time of one working day and you can reach our customer service department at helpdesk@https://comtelconsultants.com

23.0 GIFT VOUCHERS (If updated)

ComtelConsultants vouchers are issued by ComtelConsultants and may only be redeemed through e-wallet in our website, [www.https://comtelconsultants.com](https://comtelconsultants.com). Gift Vouchers cannot be redeemed directly at any of User, or any other website operated by third-party merchants accessible from our site.

24.0 USER / BUYER/ SERVICE RECEIVER BEWARE

Read Through our Terms and Conditions Carefully

Accepting the Terms and conditions while booking a Service online makes it a valid contract between you and us

- 24.1 Booking Id's generated only through in <https://comtelconsultants.com> shall be considered by us as a valid Booking Id.
- 24.2 Ensure the personal details entered are accurate. Booking Id's once generated cannot be cancelled/refunded/exchanged.
- 24.3 Ensure the Booking Id's are kept safe and always in your or such person's possession who is considered as your authorized/rightful holder of the same. Anybody in possession of the Booking Id shall be entitled to

get the same exchanged for a valid Service Receiver (User/Buyer) without further security checks on the title of such holder.

- 24.4 Ensure that the Booking Id's are not compromised or resold.
- 24.5 Do not entertain any person who sells print outs or SMS of Booking Id's generated by us. If you come across any person undertaking such activity, immediately report the same to the local police station and to us at designated WA Link in <https://comtelconsultants.com> or mail to director@comtelconsultants.co.in.
- 24.6 We never register a service at a price higher than the price mentioned in our website.
- 24.7 We will never ask for your Personal Identification Number (PIN) details over the phone or through any means except through the transaction page on the website when you register/book online.
- 24.8 Do not encourage any persons posing as our authorised representative/agent trying to sell you special offer voucher/gift vouchers/physically printed booking id's/winpins/voucher ecodes etc. (If applicable & updated). Report the same immediately to us at designated WA Link in <https://comtelconsultants.com> or mail to director@comtelconsultants.co.in.
- 24.9 Booking Id's generated by us entitles the Service Receiver (User/Buyer) to exchange it for a valid Service. It is your responsibility to ensure that the holder is the rightful holder of the same. Do not compromise or misuse the Booking ID's.

25.0 THE SERVICES

ComtelConsultants will communicate with User who will take the services under this Agreement. The Communication constitute the provision of a Online Technology Platform that enables User of ComtelConsultants's web application (each, an "Application") to: (a) arrange and schedule home or industry based services who have an agreement through online with ComtelConsultants and (b) facilitate booking payments for communicating User not limited to as several services as mentioned in website including Internet handling fees, Order Processing Fees, Background Verification Fees, Conveyance fees and Training Fees (If cases demand) and receive receipts for those payments and (c) keep the records of payment amount to User and related Database.

The Services are made available solely for your personal (B2C), commercial use (B2C), unless ComtelConsultants has agreed with you otherwise in a separate agreement. You acknowledge that ComtelConsultants provide the services who are employed/or authorised by ComtelConsultants or any of its affiliates. ComtelConsultants accepts liability for the communication, booking facilities & background verification and the ComtelConsultants Platform that it provides to you these terms.

26.0 [HTTPS://COMTELCONSULTANTS.COM](https://comtelconsultants.com) JUKEBOX

These Terms of Use govern your use of and access to <https://comtelconsultants.com>'s Communication Service (defined below) known as 'ComtelConsultants Jukebox' as accessible through [Https://comtelconsultants.com](https://comtelconsultants.com)'s " ComtelConsultants" web applications and all related players, widgets, tools, applications, data, software, application program interface (APIs) and other services provided by <https://comtelconsultants.com> ("Platform").

26.1 Acceptance of These Terms of Use

By accessing or using the Platform and/or by downloading any Content from or to the Platform, you represent that you have read this Agreement and agree to be bound by the same and all terms incorporated by reference. You further represent and warrant that you are either 18 years of age or more, or the applicable age of majority in your jurisdiction, or if you are under 18 years of age or the age of majority in your jurisdiction, you are 13

years of age or more and have your parent(s)' or legal guardian(s)' permission to use the Platform. If you do not agree with all of the use requirements and restrictions described herein, do not use and/or access the Platform or our Communication Service.

This Agreement does not alter in any way the terms or conditions of any other agreement you may have with <https://comtelconsultants.com> in so far as the same are not inconsistent with the terms and conditions of this Agreement. In the event of a conflict, the terms and conditions of this Agreement shall supersede any other agreement you may have with <https://comtelconsultants.com>.

26.2 Changes to Terms of Use

The Company reserves the right to change or modify any of the terms and conditions contained in this Agreement including any other policy incorporated herein by reference, at any time and in its sole discretion. Any changes or modification will be effective immediately and you waive any right you may have to receive specific notice of such changes or modifications. You are free to decide whether or not to accept the changed/modified version of this Agreement, but accepting such a changed/modified Agreement is essential and required for you to continue using the Platform. You may have to click "accept" or "agree" to show your acceptance of any changes/modifications made to this Agreement. In the event that you are not required to expressly click any such "accept" or "agree" option, your continued use of this Platform following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you agree that you will periodically review this Agreement from time-to-time to understand the terms and conditions that apply to your use of the Platform. If you do not agree to the terms of this Agreement or to any changed/amended/modified version of this Agreement, your sole recourse is to terminate your use of the Platform, in which case you will no longer have access to the Platform, including any account you might have opened to access the Platform. Except as otherwise expressly stated, any use of the Platform, is subject to the version of this Agreement in effect at the time of use.

26.3 Services

Through its "ComtelConsultants" website, <https://comtelconsultants.com> provides a User with the ability to, inter alia, communicate and/or reserve services for Domestic or Industrial Purpose, etc throughout India. You may use the Service only if you are a registered user of the Comtel Platform in accordance with <https://comtelconsultants.com>'s terms and conditions in that regard.

The availability of Content through the Communication Service will change from time to time. The quality of the communication may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

You may access and/or use the Communication Service only in geographic locations where <https://comtelconsultants.com> offers the Communication Service. The Content that may be available to download will vary by geographic location. <https://comtelconsultants.com> may use technologies to verify your geographic location. If the location of User is beyond 100.0KM from its registered office, Comtel will negotiate the fees accordingly considering the travelling charges as additional.

Subject to your adherence of all the terms and conditions stated herein, <https://comtelconsultants.com> grants you a non-exclusive, non-transferrable, restricted, revocable and limited right to use the Content only for your personal, non-commercial use and such use shall, at all times, be subject to the terms of this Agreement.

We do not, under any circumstances, accept returns of any Content downloaded through the Platform. We have no liability for Content you find to be offensive, indecent or objectionable. You understand that <https://comtelconsultants.com> is the author of the Content and has absolute control or right over the creation or the substance of the Content as Service Provider is the Principal Author of these Contents.

<https://comtelconsultants.com> does screen the Content in any manner before making it available to the Users through the Communication Service.

Unique Identifiers: <https://comtelconsultants.com> may, in its sole discretion, elect to insert identifiers in the metadata that accompanies the Content and that uniquely identify it as Content you have elected the services from us ("Unique Identifiers"). These Unique Identifiers do not affect the playback experience in any way. You may not, and you will not encourage, assist or authorize any other person to, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Unique Identifiers, whether in whole or in part.

You acknowledge that <https://comtelconsultants.com> will censor or edit any portion of the Content before providing access to You. By using the Communication Service, you expressly acknowledge and agree that <https://comtelconsultants.com> shall not be responsible for any damages, claims or other liability arising from or related to your access to, use or download of any Content, or from the use of the Communication Service in any manner.

Notwithstanding anything else in this Agreement, the method in which <https://comtelconsultants.com> provides the Content and/or the terms and conditions on which <https://comtelconsultants.com> allows registration and access to, and use of, the Communication Service, shall be subject to change at any time at <https://comtelconsultants.com>'s sole discretion, without any advance notice to you.

26.4 Restrictions

You must comply with all applicable copyright and other laws in connection with your access to the Communication Service and use of the Content. You may not redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, sublicense or otherwise transfer or use the Content, unless otherwise allowed under this Agreement. We do not grant you any synchronization, public performance, promotional use, commercial sale, resale, reproduction, rental or distribution rights in the Communication Service or the Content. As part of the Communication Service, <https://comtelconsultants.com> may allow you to create custom service lists of the Content available on the Platform and to share such servicelists and other Communication Service-related activity(ies) through the Platform and/or through your social media pages. You will be solely responsible for any activity, service lists or other materials that you share and further agree and acknowledge that <https://comtelconsultants.com> shall have the right to re-post, re-share and otherwise use such materials that you share.

You may use the Communication Services and the Content thereon only for personal (B2C), commercial purposes (B2B). <https://comtelconsultants.com>'s delivery of Content does not transfer any promotional use rights to you and does not constitute a grant or waiver of any rights of the copyright owners.

It is your responsibility not to lose, destroy or damage any downloaded Content. We encourage you to back up your Content regularly.

You may not tamper with or circumvent any security technology included with the Communication Services.

You may access our Communication Services only using <https://comtelconsultants.com>'s Platform, and may not modify or use modified versions of such Platform.

You can use Digital Rights Management (DRM)-free downloaded Content, if applicable, on upto 5 (five) compatible devices that you own or control for your personal (B2C) and commercial use (B2B).

26.5 Intellectual Property

You agree that the Communication Service, including but not limited to Content, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Communication Services including the Platform, contain proprietary information and material that is owned by <https://comtelconsultants.com> and/or its assignors/licensors, and is protected by applicable intellectual

property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Communication Services for personal, noncommercial uses in compliance with this Agreement. No portion of the Communication Service may be reproduced in any form or by any means, except as expressly permitted by this Agreement. You agree not to modify, rent, loan, sell, or distribute the Communication Service or Content in any manner, and you shall not exploit the Communication Service in any manner not expressly authorized. Unless you have agreed otherwise in writing with <https://comtelconsultants.com>, nothing in this Agreement gives you the right to use any of <https://comtelconsultants.com>'s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices), which may be affixed to or contained within the Communication Services. Unless you have been expressly authorized to do so in writing by <https://comtelconsultants.com>, you agree that in using the Communication Service, you will not use any trade mark, service mark, trade name, or logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

Your request to download a particular track forming a part of the Content is personal to you, and the track may not be used, sold, rented, transferred, licensed or otherwise provided to any other user. The license to the downloaded tracks include only those rights explicitly stated in the Music Service (typically, the right to play back for your own personal use from your personal electronic device), and, for the avoidance of doubt, do not include the right to create a derivative work, to make copies other than for your own personal use, or to use the track in any commercial manner.

26.6 Termination

<https://comtelconsultants.com> may, at any time, and at its sole discretion, terminate its legal agreement with you, including termination of your User Account, if you breach any provision of this Agreement. <https://comtelconsultants.com> holds the right to deny you access to the Communication Service without any express reason. <https://comtelconsultants.com> may also terminate the relationship with you if <https://comtelconsultants.com> is legally required to do so (e.g., when provision of the Communication Service provided by <https://comtelconsultants.com> is, or becomes, unlawful); or if the partner(s) with whom <https://comtelconsultants.com> offered the Communication Services to you has terminated its relationship with <https://comtelconsultants.com> or ceased to offer the Communication Services to you; or the provision of the Communication Services to you by <https://comtelconsultants.com> is, in <https://comtelconsultants.com>'s sole discretion, no longer commercially viable.

26.7 Advertisements

Some of the Communication Services may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Communication Services, queries made through the Communication Services, and/or any other information.

The manner, mode and extent of advertising by <https://comtelconsultants.com> on the Communication Services are subject to change without specific notice to you. In consideration for <https://comtelconsultants.com> granting you access to and use of the Communication Service, you agree that <https://comtelconsultants.com> may place such advertising on the Communication Service.

26.8 Disclaimer of Warranties; Liability Limitation

<https://comtelconsultants.com> does not guarantee, represent, or warrant that your use of the Communication Services will be uninterrupted or error-free, and you agree that from time to time <https://comtelconsultants.com> may remove the Communication Services and/or part(s) thereof for indefinite periods of time, cancel the Communication Services at any time, or otherwise limit or disable your access to the Communication Services without notice to you.

You expressly agree that your use of, or inability to use, the Communication Services is at your sole risk. The Communication Services and all Content delivered to you through the Platform are (except as expressly stated by <https://comtelconsultants.com>) provided "as is" and "as available" for your use, without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

In particular, <https://comtelconsultants.com> and its subsidiaries and affiliates, and its assignors/licensors do not represent or warrant to you that:

- Your use of the Communication Services will meet your requirements,
- Your use of the Communication Services will be uninterrupted, timely, secure, or free from error,
- Any information obtained by you as a result of your use of the Communication Services will be accurate or reliable, and
- Defects in the operation or functionality of any software/the Platform provided to you as part of the Communication Services will be corrected.

Any material downloaded or otherwise obtained through the use of the Communication Services is done at your own discretion and risk, and you will be solely responsible for any damage to your computer system or other device, or loss of data that results from the download of any such material.

In no case shall <https://comtelconsultants.com>, its directors, officers, employees, affiliates, agents, contractors, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages arising from your use of any of the Communication Services or for any other claim related in any way to your use of the Communication Services and/or the Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available via the Platform, even if advised of their possibility.

<https://comtelconsultants.com> shall use reasonable efforts to protect information submitted by you in connection with the Communication Services, but you agree that your submission of such information is at your sole risk, and you hereby release <https://comtelconsultants.com> from any and all liability to you for any loss or liability relating to such information in any way.

<https://comtelconsultants.com> does not represent or guarantee that the Communication Services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion, and you hereby release <https://comtelconsultants.com> from any liability relating thereto. You shall be responsible for backing up your own system, including any Content acquired through the Communication Services.

<https://comtelconsultants.com> is not responsible for data charges you may incur for downloading Content through the Platform over a data connection.

<https://comtelconsultants.com> is never liable for any direct, indirect, incidental, special, consequential, or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but not be limited to:

- Any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
- Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Communication Services;
- Any changes which <https://comtelconsultants.com> may make to the Communication Services, or for any permanent or temporary cessation in the provision of the Communication Services (or any features within the Communication Services);

- The deletion of, corruption of, or failure to store any Content and other communications data maintained or transmitted by or through your use of the Communication Services.
- Your failure to provide <https://comtelconsultants.com> with accurate account information;
- Your failure to keep your password or account details secure and confidential.

The limitations on <https://comtelconsultants.com>'s liability to you above shall apply whether or not <https://comtelconsultants.com> has been advised of or should have been aware of the possibility of any such losses arising.

26.9 Waiver and Indemnity

By using the Communication Services, you agree, to the extent permitted by law, to indemnify and hold <https://comtelconsultants.com>, its directors, officers, employees, affiliates, agents, contractors, and licensors harmless with respect to any claims arising out of your breach of this Agreement, your use of the Communication Services, or any action taken by <https://comtelconsultants.com> as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred. You agree that you shall not sue or recover any damages from <https://comtelconsultants.com>, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of its decision to remove or refuse to process any information or content, to warn you, to suspend or terminate your access to the Communication Services, or to take any other action during the investigation of a suspected violation or as a result of <https://comtelconsultants.com>'s conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement.

26.10 Governing Law

This Agreement shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Kolkata.

26.11 Miscellaneous

- **Relationship** : None of the provisions of this Agreement, terms and conditions, notices or the right to use the Platform and/or the Communication Services by the User contained herein or any other section or pages of the Platform, shall be deemed to constitute a partnership between the User and <https://comtelconsultants.com> and no party shall have any authority to bind or shall be deemed to be the agent of the other in any way. It may be noted, however, that if by using the Platform, the User authorizes <https://comtelconsultants.com> and its agents to access third party sites designated by them or on their behalf for retrieving requested information, the User shall be deemed to have appointed <https://comtelconsultants.com> and its agents as their agent for this purpose.
- **Headings** : The headings and subheadings herein are included for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or the right to use the Platform by the User contained herein.
- **Severability** : If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to be in full force and effect.
- **Amendments** : We reserve the right to change or amend the terms of this Agreement at any time. It is your responsibility to check this Agreement on a regular basis, including, without limitation, prior to using the Platform. Your continued use of the Platform constitutes your acceptance of the revised terms.

- **Notices** : All notices and communications (including those related to changes in the Agreement, the Communication Service, termination of the Communication Service, etc.,) shall be in writing, in English and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email/facsimile (with acknowledgment of complete transmission) to the following address: If to <https://comtelconsultants.com>, at director@comtelconsultants.co.in or at the address posted on the Platform. Notice shall be deemed to have been served 72 hours after it has been sent, dispatched, displayed, as the case may be, unless, where notice has been sent by email, it comes to the knowledge of the sending party, that the email address is invalid.
- **Assignment and Delegation** : You must not transfer your User Account or assign any of your rights or delegate any of your duties under this Agreement without our prior written approval. We may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.
- **Confidentiality** : You must keep any information you obtain relating to our Platform confidential and will not use such information for any purpose that is not specifically provided for in this Agreement or authorized by us in writing.
- **No Waiver:** Our failure or delay to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect our right to later enforce or exercise it.
- **Prevailing Language** : The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

26.12 Terms and Conditions for Local Deliveries:

- Service will be provided within 15 working days or amicably setting between Service Provider & User.
- The above services will be provided all over India based on availability of Service Providers in near vicinity of Service Receiver (User/Buyer).
- We cannot commit exact date of delivery, if any.