

# **TERMS AND CONDITIONS**

#### Introduction

Welcome to Jezt Eye Pro, a service provided by Jezt Technologies. These Terms and Conditions ("Terms") govern your use of the Jezt Eye Pro services, including any related software, applications, and platforms provided by Jezt Technologies (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms.

#### I. Data Usage and Privacy

- 1. **Data Collection:** Jezt Eye Pro will use feeds from client cameras to generate results through our AI. The images will be sent from the client's side to the Jezt Eye cloud, where they will be processed and stored on our cloud dashboard.
- 2. **Data Control:** The data will be fully under the user's control, and users can delete their data from our server at any time.
- 3. **Data Usage for Review:** The data generated may be used for review during the first month of installation to ensure best accuracy. This data will not leave the premises of Jezt Technologies and will not be sold to any organisation, firm, or individual.
- 4. Privacy and Security: We are committed to ensuring the security and confidentiality of the data collected. All data is processed and stored in accordance with applicable data protection regulations. Please ensure that your site is secure and complies with local data privacy laws







#### II. User Responsibilities

- 1. **Minimum Age:** You must be at least 13 years old or the minimum age required in your country to consent to use the Services. If you are under 18, you must have your parent or legal guardian's permission to use the Services.
- Account Registration: You must provide accurate and complete information to register for an account to use our Services. You are responsible for all activities that occur under your account.
- 3. **Compliance:** You must comply with all applicable laws and our Sharing & Publication Policy, Usage Policies, and any other documentation, guidelines, or policies we make available to you.
- 4. **Prohibited Activities:** You may not use our Services for any illegal, harmful, or abusive activities, including but not limited to:
  - 01. Infringing on anyone's rights.
  - 02. Modifying, copying, leasing, selling, or distributing our Services.
  - 03. Attempting to reverse engineer, decompile, or discover the source code of our Services.
  - 04. Extracting data or output programmatically.
  - 05. Misrepresenting Al-generated output as human-generated.
  - 06. Interfering with or disrupting our Services.
  - 07. Using output to develop competing models.

#### **II** -A. Processing of Data Involving Minors

If Jezt Eye Pro is used in schools or environments involving individuals under 18 ("minors"), the Client must obtain prior parental or guardian consent before collecting or processing any related data. Such data shall be used only for legitimate operational or safety purposes and never for commercial or promotional use.

Jezt Technologies acts solely as a data processor and is not responsible for obtaining or managing consent. Data of minors will be deleted within 30 days upon service termination or written deletion request, in compliance with the Digital Personal Data Protection Act, 2023 and applicable child privacy laws.

Jezt Technologies acts solely as a data processor and does not independently access, review, or use data of minors except for accuracy testing under strict internal control.









#### **Ⅲ.** Service Availability and Updates

- 1. **Software:** Our Services may allow you to download software, which may update automatically to ensure you're using the latest version.
- 2. **Corporate Domains:** If you create an account using an email address owned by an organisation, that account may be added to the organisation's business account with us.
- 3. **Third-Party Services:** Our Services may include third-party software, products, or services, subject to their own terms. We are not responsible for third-party services or output.
- 4. **Feedback:** We appreciate your feedback and may use it without restriction or compensation to you.

#### IV. Content

- 1. **Ownership of Content:** You own the input you provide and the output generated. We transfer all rights to you for the generated output.
- 2. **Similarity of Content:** Output may not be unique and could resemble output given to other users.
- 3. **Use of Content:** We may use content to enhance our services and comply with laws. You can choose to opt out of your content being used for training our models.

### V. Accuracy and Reliability

- 1. **Accuracy:** Since AI might occasionally produce incorrect predictions, it is recommended to verify the information before sharing.
- 2. **Disclaimer:** Our services are provided "as is." While we strive for accuracy and reliability, we recommend users verify the information to ensure it meets their needs. Use of the services is at your discretion.
- 3. **Hardware Considerations:** Results may be affected by hardware issues such as faulty cameras(low-res cameras), wiring problems, or computer malfunctions. These hardware issues should be addressed by the user to ensure optimal performance.









- 4. **Power Outages:** If the system shuts down due to a power outage, a manual restart and login are required to resume operation. Any data during this downtime will not be processed.
- 5. **Internet Connectivity:** If internet connectivity is lost, data collection will be interrupted. Any data generated during this period will not be processed.
- 6. **Processing Time:** The processing time may take 0-15 minutes or more to reflect on dashboards, mobile apps, or APIs. This duration can vary based on the hardware installed at the site and other environmental factors.
- 7. **Image Quality Notice:** The images captured by cameras are processed for facial recognition and other AI detection tasks. If the image quality is poor, it may impact the accuracy of the results or cause mispredictions. Please verify the placement and configuration of cameras to ensure optimal performance and accurate detection.

#### **VI.** Termination and Suspension

- 1. **Termination by User:** You can stop using our Services at any time.
- 2. **Termination by Jezt:** We may suspend or terminate your access to our Services if you breach these Terms or our Usage Policies, or if required by law.
- 3. **Inactive Accounts:** We may terminate inactive accounts if they have been inactive for over a year.
- 4. Appeals: You can appeal suspensions or terminations by contacting our Support team.

#### **VII.** Changes to Terms and Services

- 1. **Updates:** We may update these Terms or our Services to comply with legal requirements, enhance security, adapt to new technologies, or for other reasons.
- 2. **Notice:** We will provide at least 3 days' advance notice for changes that materially impact you.









#### **Ⅲ.**Disclaimer of Warranties

- 1. **No Warranties:** Our Services are provided "as is," and we disclaim all warranties, express or implied.
- 2. **Use at Your Risk:** You accept and agree that any use of outputs from our Services is at your sole risk.

# **IX.**Miscellaneous

- 1. **Delay in Enforcement:** Our failure to enforce a provision is not a waiver of our right to do so later.
- 2. **Severability:** If any portion of these Terms is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible, and it will not affect the enforceability of any other terms.







# **Additional Legal Disclosures and Data Processing Terms**

### 1. Scope of Service

JEZT Eye Pro is a Software-as-a-Service (SaaS) platform that converts standard camera feeds into Al-powered insights. It detects and classifies people, objects, and activities using image-based recognition and analytics.

Each company client is assigned a **unique Company ID** upon registration. Employees of that company may register themselves using this ID from their own devices.

### 2. Data Collection and Usage

- **Employee Registration:** During company setup, authorized representatives may upload or record short **reference videos** of employees to enable identification and facial mapping.
- Ongoing Operation: The system processes real-time images (frames) from CCTV streams for analytics.
- **Storage Location:** All data is hosted on **AWS servers**, which may be located in India or other regions, and may change as per infrastructure requirements.
- Retention: Data remains on our systems as long as the client requires and based on contract. The client may request data termination at any time by emailing contact@jezt.in. Data will be deleted within 30 days of the termination request.
- Improvement of Services: JEZT may use anonymized, non-identifiable data to improve algorithmic performance and service quality. Such data will never identify individuals or organizations.









# 3. Responsibilities of the Client

- The Client is the data controller, responsible for obtaining all required consents from employees or individuals whose images or videos are processed by the system.
- JEZT acts solely as a data processor, providing tools and analytics based on inputs from the client.
- Clients must ensure their CCTV systems, placement, and operational practices comply with applicable data protection and surveillance laws.
- Once analytical reports or data are **downloaded** from the JEZT dashboard, the Client is fully responsible for how those files are stored, shared, or used.

# 4. Account and Security

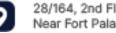
- Clients are responsible for maintaining secure credentials.
- JEZT is not liable for unauthorized access arising from weak or compromised passwords.
- If a password is suspected to be compromised, the Client must change it immediately.

#### 5. Third-Party Integrations

- JEZT allows optional integration with third-party platforms or services upon the Client's request.
- When enabled, the Client assumes all responsibility for the data flow and compliance associated with such integrations.









### 6. Service Availability

We aim for continuous service uptime; however, temporary interruptions may occur due to maintenance, internet failure, or power loss.

Processing times may vary based on hardware, network conditions, or environmental factors.

### 7. Intellectual Property

All software, documentation, and proprietary Al models remain the exclusive property of JEZT Technologies Private Limited.

Clients retain ownership of their own data and processed analytics.

### 8. Limitation of Liability

JEZT shall not be liable for:

- Misidentifications or technical inaccuracies due to hardware or environmental conditions.
- Data loss, misuse, or exposure resulting from client actions or third-party integrations.
- Business interruption, indirect damages, or loss of profits caused by use or non-use of the Services.

#### 9. Termination

- Clients may terminate their account by submitting a written request via email to contact@jezt.in.
- JEZT may suspend or terminate access if payments are overdue, misuse is detected, or laws are violated.
- Upon termination, data will be permanently deleted within 30 days unless otherwise required by law.









### 10. Legal Compliance

JEZT operates under the **Digital Personal Data Protection Act, 2023 (India)** and aligns with **GDPR** standards for international clients.

Clients are expected to comply with local laws applicable to their jurisdiction.

#### 11. Dispute Resolution

All disputes arising under or related to these Terms shall fall under the exclusive jurisdiction of the courts in Kochi, Kerala, India.

JEZT may, at its discretion, propose arbitration under the Indian Arbitration and Conciliation Act, 1996.

#### 12. Amendments

JEZT reserves the right to modify these Terms to comply with legal updates or improve clarity. Notice of material changes will be communicated at least **3 days in advance**.

### PRIVACY POLICY

#### 1. Overview

JEZT Technologies Private Limited ("JEZT," "we," or "our") respects your privacy and is committed to protecting your personal data.

This Privacy Policy explains how we collect, use, store, and secure data processed through the **JEZT Eye Pro** platform.









#### 2. Data We Collect

- Registration Information: Company name, contact details, and authorized representatives' information.
- **Operational Data:** Real-time CCTV image frames, employee reference videos, and AI analytics outputs.
- **System Metadata:** Device logs, IP addresses, and performance data used to maintain service reliability.

### 3. Purpose of Data Processing

We process data to:

- Provide and maintain Al-based surveillance and analytics services.
- Authenticate users and manage company accounts.
- Generate and deliver analytics and event reports.
- Improve accuracy(tuning) and performance of AI through anonymized, non-identifiable data.

### 4. Data Storage and Retention

- Data is stored on **Amazon Web Services (AWS)** servers. The hosting region may vary based on operational requirements.
- Data is retained as long as the client maintains their account or requests retention.
- Upon receiving a **termination request via email**, JEZT will permanently delete all associated data within **30 days**.









#### 5. Data Access and Control

- Clients have full control to view, manage, or delete their data from the JEZT dashboard.
- Clients are responsible for ensuring that data collection and use within their organization complies with local privacy regulations.

#### 6. Data Sharing

JEZT does **not** sell or rent personal data.

Data may only be shared:

- With authorized **third-party integrations** explicitly requested by the client;
- To comply with **legal obligations** or law enforcement requests.

### 7. Data Security

We implement industry-grade encryption, access control, and monitoring to protect stored and transmitted data.

However, no system can guarantee absolute security. JEZT disclaims liability for breaches caused by third-party or client-side vulnerabilities.

### 8. User Rights

Depending on jurisdiction (including GDPR regions), users may have rights to access, correct, delete, or restrict processing of their personal data.

Requests can be sent to **contact@jezt.in** and will be processed within a reasonable timeframe.









#### 9. Cross-Border Data Transfers

Data may be processed on servers located outside the client's country of operation, subject to equivalent security and compliance standards.

### 10. Updates

We may update this Privacy Policy to reflect new regulations or system updates. The latest version will always be available on our website.

By using Jezt Eye Pro, you agree to these Terms and Conditions. If you have any questions or concerns, please contact our Support team.

### **Jezt Technologies Contact Information:**

- Email: <a href="mailto:support@jezt.in">support@jezt.in</a>, <a href="mailto:contact@jezt.in">contact@jezt.in</a>
- +91 8943732093
- Address: Jezt Technologies, Kerala Startup Mission, Kochi, kerala
- Jurisdiction: Kochi, Kerala, India

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