



# GLOBAL INTERACTIVE SOLUTIONS, LLC

## TERMS AND CONDITIONS

By purchasing equipment or services from Global Interactive Solutions, LLC, hereinafter referred to as the "Company" or "GIS", you acknowledge and agree to the Terms and Conditions posted on this website of the Company, as updated at any time. These Terms and Conditions are set forth below.

### **TABLE OF CONTENTS**

1. Introduction
2. Definition of Terms
3. Videoconferencing as a Service (VCaaS) Guidelines
4. Equipment Purchases
5. Equipment Installation and AV Integration Projects
6. Universal Terms

### **1. Introduction**

**About Global Interactive Solutions, LLC (GIS).** The company is a videoconferencing service provider, equipment and software licensing reseller, and AV Integrator that offers high-quality digital videoconferencing solutions. Its team of seasoned video specialists assists clients and provides support to help ensure that the services and products it supplies to its clients result in a reliable and top-quality video and web conferencing experience. The Company was founded in 1996 and has grown to offer every aspect of video conferencing support that a client would need. The company has a global reach and has installed and supported videoconferencing equipment in over 100 countries. Its team speaks multiple languages to assist clients with their video solutions. The Company's services allow clients to participate in video and web conferences from wherever they are, with whatever web-enabled devices they have. GIS aims to be your one-stop video service and equipment provider.

GIS does not write computer software, nor do we provide network access. We also do not host videoconferencing services. We resell the solutions from companies such as Zoom Video Communications Inc. (Zoom) and others. As such, the terms and conditions of those manufacturers apply to your use and licensing of those solutions. Zoom's terms and conditions are posted at <https://explore.zoom.us/en/terms/>

### **2. Definition of Terms**

The following terms used in these Terms and Conditions are defined below:

**Content** means any image, data, information, video, photograph, statement, or sound.

**Equipment** means any good sold, loaned, or leased by GIS to any person, whether equipment, inventory, or otherwise.

**GIS** means Global Interactive Solutions, LLC, also called herein "the Company," a Georgia limited liability company.

**Objectionable Content** is defined in Part 3 below.

**Person** means any natural person, entity, joint venture or partnership, governmental authority, trust, or other similar legal association.

**Sales** mean any sale of Equipment by GIS to You, together with any Services provided or to be provided by GIS in connection therewith or related thereto.

**Services** mean videoconferencing software licenses, technical support, AV integration, and any and all other activities offered or performed by GIS.

**Site** means any website owned or registered in the name of the Company, including, without limitation: [www.gisolutions.com](http://www.gisolutions.com)

**Terms and Conditions** means the Terms and Conditions posted on the GIS website, [www.gisolutions.com](http://www.gisolutions.com), or any other Company website, as amended or updated at any time.

**Transmit** or **Transmission** means to video, record, post, display, email, stream, or otherwise show or make available for any Person to see, hear, or otherwise receive.

**User** means You, or each other Person accessing the Site or the Services through Your equipment or Your Contract with GIS.

**We/Us/Our** means GIS and any of its employees, officers, directors, agents, contractors, or representatives.

**You/Yourself/Your** means the Person purchasing Equipment or Services, and such Person's agents, employees, officers, or representatives accessing the Site or utilizing the Services or Equipment.

### **3. Videoconferencing as a Service (VCaaS) Guidelines**

**User Name/Password**. Your username and password are not to be shared with others. You are responsible for maintaining the confidentiality of your username and password. All Content that we transmit under your login is your content and transmission, and you are responsible for all such content of the Transmission.

**Objectionable Content Prohibited**. Any Services provided by the company may only be used for lawful purposes and in a manner that is not prohibited by GIS. You represent and warrant that you will conduct yourself in a manner that complies with these Terms and Conditions. Without limiting the foregoing, you shall not use the Site or the Services to display, broadcast, or transmit any Objectionable Content, including Content that:

1. Infringes upon any copyright, trademark, trade secret, or patent of any third party, including publicity rights or other personal or proprietary rights.
2. Violates any obligation of confidentiality.
3. Violates the privacy, publicity, moral, or any other right of any third party.
4. Violates any applicable law pertaining to the recording of conversations or the privacy of communications.
5. is hateful or obscene.
6. is being used to harass, stalk, or otherwise threaten a person.
7. is libelous, defamatory, knowingly false or misrepresents another person; or is threatening, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability, age or gender identity), promotes illegal activities, or otherwise contains materials that GIS informs the user that it considers objectionable;
8. creates a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to Yourself, to any other person, or to any animal.
9. creates a risk of any other loss or damage to any Person or property.  
seeks to harm or exploit children by exposing them to inappropriate content, asks children for personally identifiable details, or otherwise violates or encourages any conduct that violates laws or regulations.
10. contains any information or Content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets).
11. contains any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships; or
12. is fraudulent, false, misleading, or deceptive.

Company, in its sole discretion, will determine what other communication constitutes "Objectionable Content." You are solely responsible for all Content, including any Objectionable Content, that You or any other Person using Your username/password Transmits.

**Equipment.** You will need certain equipment and Internet service to access the Site and utilize the Services. It is your responsibility to obtain and maintain all such equipment and Internet access.

**Mobile Carrier's Fees.** When you access the Service by using a mobile device, you will incur or be subject to your mobile service carrier's charges, data fees, and any other fees assessed by your carrier. It is your responsibility to ensure that the Services are supported and not restricted by your mobile carrier.

**Storage of Video Calls.** The company does not record or store your video calls. However, some video platforms that we resell licenses for allow you, at your discretion, to record video calls that are either stored locally on your computer or on the cloud platform of your solution provider. If calls are recorded, you hereby agree to protect those recordings viewing and moderator passwords or PIN numbers unless you want them to be publicly available. Please also consult the various Terms of Conditions or any providers, such as <https://explore.zoom.us/en/terms/>-. Company shall have no liability for accidental deletions of data or other content.

**Fees.** GIS offers a variety of software licensing options for you to choose from, with pricing set by either the software licensor or the Company, for you to select the solution that best fits your needs. Please speak with one of our sales associates to discuss these options and also consult the websites of the respective software licensor for details and limitations.

Once you decide on the software license plan you would like, you will provide to company with your credit card or other automated payment instrument acceptable to GIS. GIS accepts Visa, MasterCard, American Express, Discover, as well as PayPal and ACH Transfers and wire transfers, subject to change. You warrant that when you provide such information, you:

- (1) You are authorized to use the credit card or other payment instrument that you have provided to the Company.
- (2) You will pay the amount specified in the plan you selected from the Company.
- (3) You will notify Company promptly in writing about any changes to your credit card or bank account, including any changes to your billing address or the amount of credit made available to you by such credit card company or bank, and any termination or cancellation of such accounts.

**Other Methods of Payment.** Purchase orders and checks will be accepted from government and educational institutions, as well as corporate customers, with our prior approval. All payments must be in U.S. dollars. International transactions must be made by electronic funds transfer. Contact the company for details. If the company chooses to bill you by using an invoice, you must pay the invoiced charges within the terms provided unless the company provides different instructions on their invoice or prior written quotation. Payments shall be applied to the oldest open invoice balance first.

**Purchase Orders.** Only pre-approved corporate, governmental, or educational institutions may purchase Services on credit using a purchase order. If the terms of any purchase order conflict with these Terms and Conditions, these Terms and Conditions shall control and supersede the conflicting terms of the purchase order. Without limiting the foregoing, all Services purchased with a Purchase Order are subject to the cancellation, termination, and dispute resolution policies outlined in these Terms and Conditions.

**Sales, Use, or Excise Taxes.** The company charges sales tax for Services, where required by applicable law. We employ the solutions of tax calculation services such as Avalara and rely on their automated systems to correctly apply applicable local sales taxes. However, if under any applicable law, any sales, use, or excise taxes are due on the sale of the Service, you accept full responsibility for payment of such taxes if such taxes are not included in the price charged by Company for the Service.

Errors or omissions, if any, by Company in this connection with applicable Sales, Use, or Excise taxes due to company errors, neglect, company infrastructure limitations, or for any reason are the responsibility of the

buyer and/or end user customer, per applicable Sales, Use, or Excise Tax requirements of the buyer's or end-user customer's jurisdiction codes.

**Payment Terms:** Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at the time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Standalone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin - Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof, each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars, and all billing and payment shall be made in US Dollars.

**Late Payments and Collection Costs.** If You fail to timely pay for Services, You are responsible for all reasonable costs and expenses incurred by the company in collecting any sums owed (including any costs of collecting on a judgment), and Company shall not be obligated to continue to provide Services to You. Such reasonable costs and expenses shall include, but not be limited to, reasonable attorney's fees. Payments received thirty (30) or more days past the invoice due date shall be subject to and accrue interest at a rate of 1.5% per month, or the highest rate allowed by Georgia state law, to defray the Company's cost of carrying such a balance.

**Returned Checks.** Customers will be assessed a service charge of thirty U.S. dollars (\$30) for each check returned to the Company's bank or the maximum amount allowed in your State for nonsufficient funds. The company reserves the right to re-deposit the check and institute a credit hold until the check clears. If the check does not clear upon redeposit, payment will be required via wire transfer or cashier's check within 72 hours.

**Price Changes.** The company may change its prices from time to time. You will not be obligated to pay the price increase unless you are notified by the Company by email of the price increase or the Company sends a notice or invoice to You showing the price increase, and, in either case, thirty (30) days have passed. After the 30 days, you will be obligated to pay the increased price unless you terminate the Service in writing within 30 days. To terminate the Service after a price increase, you will need to send an email to [accounting@gisolutions.com](mailto:accounting@gisolutions.com) with the words "TERMINATION OF SERVICE" in the subject line. We may require you to send us, via PDF, US Mail, FedEx, or UPS, a written cancellation request signed by you to avoid accidental cancellations or cancellations by non-authorized personnel.

#### **Renewal; Annual Rollover, and Your Rights to Terminate the Service at the End of Your Plan Period**

At the end of the payment plan you have chosen, you may terminate the Service by notifying Company no later than thirty (30) days before the expiration of Your plan period by sending an email to [accounting@gisolutions.com](mailto:accounting@gisolutions.com) with the words "TERMINATION OF SERVICE" in the subject line. We may require you to send us, via PDF, US Mail, FedEx, or UPS, a written cancellation request signed by you to avoid accidental cancellations or cancellations by non-authorized personnel.

If you do not terminate your plan in a timely fashion in accordance with such instructions, your plan will roll over for a new twelve (12) month period, and you will not have a unilateral right to terminate the Service during such 12-month period. Written notice must be given by you at least 30 days before the anniversary of your subscription plan, or it will roll over to another 12 months. If your original subscription period is longer than 12 months, then your subscription will renew for a period matching your original subscription period. If, for example, you have chosen a 3-year subscription period, then your subscription will renew for 3 years unless notice is given in writing at least 30 days before the expiration of your original subscription period.

**Use of Third-Party Hosted Services.** The company offers Services that are based on software and technology developed and owned by third-party companies such as Zoom™, Lifesize™, Poly™, CRESTRON™, or other companies. If you sign up for a Service that is based on intellectual property by such third parties, you agree to

comply with the terms and conditions of those companies. A link to the terms of these companies is made available to Company, and to You as a User of that Service, by each provider. The terms and conditions of the respective companies are usually listed on their websites.

**Intellectual Property Rights.** The company offers Services that contain the intellectual property of third-party companies. These third-party companies have their own rights governing their respective content that is protected by copyright, patent, trademark, trade secret, or other proprietary rights, protected in the United States and in some cases internationally. By accepting Services that utilize the intellectual property of a third party, You agree to comply with such third party's terms of use, and in each case not copy, modify, create a derivative work from, reverse engineer, data mine, scrape or gather data from any extraction method, or otherwise utilize such intellectual property except as permitted by the terms of a such third party.

**Prohibition on Further Commercial Use.** You agree not to use the Service or any Content provided by Company for further commercial use. For example, you agree not to reverse engineer, data mine, scrape, extract, copy, distribute, license, publish, reproduce, create derivative works from, sell, or transmit for any commercial purpose the Service or access to the Service.

**Representations by International Users.** The company complies with applicable export regulations, including, but not limited to, DDTC's ITAR and Export Control regulations. You may review these at The U.S. Department of State's Directorate of Defense Trade Controls (DDTC) at – [https://www.pmddtc.state.gov/ddtc\\_public?id=ddtc\\_public\\_portal\\_itar\\_landing](https://www.pmddtc.state.gov/ddtc_public?id=ddtc_public_portal_itar_landing).

Furthermore, the Company complies with the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and its applicable regulations. These may be viewed at - <https://www.treasury.gov/about/organizational-structure/offices/pages/office-of-foreign-assetscontrol.aspx>.

If you are not a business organized in the United States or an individual who is a citizen or permanent resident of the United States, you represent to the Company that you satisfy the criteria in this paragraph, in addition to the other provisions of these Terms and Conditions.

- a. **Your Origin.** You are not organized under or located in Afghanistan, Cuba, Iran, North Korea, Sudan, or Syria, or any other location objected to by the US Treasury or US Dept of State, and are not doing business with or are associated with the government or any government official of any of these countries or OFAC-restricted countries.
- b. **Government List.** You are not identified on any of the following lists relating to any of the following entities:

<u>Entity</u>	<u>List</u>
U.S. Office of Foreign Assets Control of Department of the Treasury	Specially Designated National, the U.S.
Bureau of Industry and Security of the U.S. Department of Commerce	Denied Persons, Entity, or Unverified Lists

- c. **Prohibited Activities.** You will not use the Service in connection with, to advance, to develop, or to support any of the following:
  - Biological weapons
  - Chemical weapons
  - Missiles
  - Nuclear weapons or power
  - Terrorist activities
  - Unmanned Aerial Vehicles
  - Any action that violates US export controls or economic sanctions laws

- d. **Non-United States Law.** You agree to comply with the local rules, laws, and regulations regarding your use of the Service, as it pertains to any country and any Person with whom You connect utilizing the Service outside of the United States.

**Disclaimer Regarding Performance of the Service.** Video conferencing quality is dependent on a variety of factors, including the condition and quality of the equipment that you use, the presence or absence of firewalls in the locations with which you seek to connect, the performance of the Internet, and other factors. The company does not directly service hosted by the Company and only acts as a reseller of the videoconferencing solutions that we recommend or whose software licenses we resell. As such, we make no representation or warranty, express or implied, regarding the Service or any Equipment provided by Company for use in connection with the Service. Any warranty that may apply would be provided directly by the manufacturer of the Equipment. We disclaim any warranty of merchantability, fitness for a particular purpose, and non-infringement regarding the Service or such Equipment. The company further makes no representation or warranty that you will be satisfied with the Service or that the Service will be error-free, accurate, or reliable. Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE

WARRANTIES OUTLINED IN THIS AGREEMENT ARE EXCLUSIVE AND INSTEAD OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

#### **4. Equipment Purchases**

These Terms and Conditions shall apply to all transactions between Company and any Customer and shall apply in place of, and prevail over, any previous terms or conditions unless specifically agreed to in writing by Company. By placing an order with Company, you hereby accept these Terms and Conditions.

**Warranty.** All Equipment sold is a new product with the manufacturer's warranty (unless explicitly stated otherwise). The manufacturer's warranty varies by manufacturer and product. You may purchase an extended warranty through the Company at the time of sale. The warranty of the manufacturer is the sole warranty, express or implied, relating to the Equipment sold. The Company makes no warranty, express or implied, of the Equipment sold, but the Company may replace defective Equipment on the terms stated herein.

**Technical Support.** The Company will make good faith efforts to assist You with the initial setup and installation of Your Equipment during the first thirty (30) days following Your purchase, if You request it. However, we cannot be held responsible for providing you with technical support without you having purchased specific service or support packages with your product. At your option, you can purchase a variety of extended services and technical support packages, such as expedited part replacement, help-desk, and maintenance agreements, which will assist you with technical or product problems.

**Placing an Order.** All orders accepted and processed before 3:00 p.m., Eastern Standard Time, shall ship within 2 business days if the equipment is in stock at the Company. Notwithstanding the foregoing, the receipt of an online electronic order does not constitute the acceptance of an order or a confirmation to sell. Additional verification of information may be requested, at our discretion, before we agree to fulfill any order. This explicitly includes the possibility of typographical or factual errors on one of our websites. In that case, the Company has the right to correct such errors and to reject the order.

**Cancellation of an Order.** An Order may be canceled without penalty, at the discretion of company management, if the cancellation is received and processed before shipping the order. If requirements for timely order execution (equipment, supplies, contractors, project management, and related) are already sourced or in the process, then there may be associated charges for order cancellation. Postponement. In case of order postponement, there will be a postponement charge of fifty (50%) percent of the order value due if the order postponement exceeds 30



business days. This 50% will be invoiced at the 30-day mark (from the order postponement notice date). The order postponement charge will be retained as a credit by GAVS and applied towards order execution if the order is released within 90 days after the 30-day order postponement notice date. The company will attempt diligently to hold pricing to the original order value. Order execution costs or price escalations, if any, may be passed on to the buyer and added to the original order value.

**Return Policy.** Equipment can be returned only if these Terms and Conditions are fully complied with, and the Equipment is either 1) defective or 2) unopened. Defective Equipment may only be returned for a replacement of the same item. Only unopened, non-defective Equipment may be returned and is subject to pre-authorization for a refund. If such a pre-authorization is granted, then orders still shall be subject to a minimum restocking fee equal to twenty-five (25) percent of the sales price of the Equipment; however, higher restocking charges may apply depending on the type of product or manufacturer. Some items cannot be returned or will include additional fees if such items, i.e., have been pre-programmed for use by the customer. Shipping charges are not refundable under any circumstances.

**No Equipment will be accepted for return without a written “Return Materials Authorization” (RMA) issued by the Company. RMAs must be requested within thirty (30) days of the shipment date.** Before returning an item, contact Company by e-mail at [support@gisolutions.com](mailto:support@gisolutions.com) or by phone at +1-404-6992002 and briefly describe the problem and the product, its serial number, and invoice number. The Equipment must arrive at the return address specified on the RMA within ten (10) days of the RMA issue date. You assume full responsibility for ensuring the Equipment is returned in the amount of its purchase price. The RMA should be displayed on the shipping label. Items returned to the Company without an RMA may be refused delivery. We strongly recommend that you use a carrier that can track packages when returning any item.

All Equipment (other than defective products) must be returned in its original, unopened packaging. Defective products must be returned in their original packaging, must be in “as new” condition, and must have all accessories, blank warranty cards, and user’s manuals enclosed.

**Methods of Payment.** The company accepts Visa, MasterCard, American Express, Discover, PayPal, as well as wire transfers and ACH transfers. Purchase orders and checks will be accepted from government and educational institutions, as well as corporate customers, with our prior approval. All payments must be in U.S. dollars. International sales require an electronic funds transfer. Contact the Company for details. Payments shall be applied to the oldest open invoice balance.

**Sales, Use, or Excise Taxes.** The company charges sales tax for Services, where required by applicable law. We employ the solutions of tax calculation services such as Avalara and rely on their automated systems to correctly apply applicable local sales taxes. However, if under any applicable law, any sales, use, or excise taxes are due on the sale of the Service, you accept full responsibility for payment of such taxes if such taxes are not included in the price charged by Company for the Service. Errors or omissions, if any, by Company in this connection with applicable Sales, Use, or Excise taxes due to company errors, neglect, company infrastructure limitations, or for any reason are the responsibility of the buyer and/or end-user customer, per applicable Sales, Use, or Excise Tax requirements of the buyer's or end-user customer’s jurisdiction codes.

**Purchase Orders.** Only pre-approved corporate, governmental, or educational institutions may purchase Equipment on credit with a purchase order. If the terms of any purchase order conflict with these Terms and Conditions, these Terms and Conditions shall control and supersede the conflicting terms of the purchase order. Without limiting the foregoing, all Equipment purchased with a purchase order is subject to the cancellation, return, and dispute resolution policies outlined in these Terms and Conditions.

**Late Payments and Collection Costs.** If you fail to pay in a timely fashion for Equipment you purchased from the Company, you are responsible for all reasonable costs and expenses incurred by the Company in collecting any sums owed (including any costs of collecting on a legal judgment), and the Company shall not be obligated to make any further deliveries to you. Such reasonable costs and expenses shall include, but not be limited to, reasonable attorney’s fees. Payments received thirty (30) or more days past the invoice due date shall be subject

to and accrue interest at a rate of 1.5% per month, or the highest allowed by Georgia state law, to defray the Company's cost of carrying such a balance.

**Returned Checks.** Customers will be assessed a service charge of thirty U.S. dollars (\$30) for each check returned to the Company's bank. The company reserves the right to re-deposit the check and institute a credit hold until the check clears. If the check does not clear upon redeposit, payment will be required via wire transfer or cashier's check within seventy-two (72) hours.

**Retention of Title.** Company hereby retains a security interest in, and You hereby grant to Company a first priority security interest in, all Equipment purchased by You to secure the purchase price of the Equipment and any other obligations owing by You to Company. You hereby authorize Company to file any and all Uniform Commercial Code financing statements, amendments, and continuation statements against You to perfect the lien of Company in Equipment purchased to secure such obligations.

## **5. Equipment Installation and AV Integration Projects**

When the Company installs Equipment, the terms of our installation include the provisions of this Section 5, in addition to the other applicable provisions of these Terms and Conditions.

**Room Availability.** The company performs on-site installations in the room(s) designated by you on the days that you and the Company have agreed to as the day of installation. Unless otherwise agreed to in the terms of the Company's written proposal to You, we assume the room(s) will be available during normal business hours, which for these Terms and Conditions are Monday through Friday from 8:00 a.m. to 6:00 p.m. local time. The company also assumes that no other person will be in the room when it is made available to the Company or its contractors. You are responsible for ensuring that the room(s) are ready for the scheduled installation.

**Electric Power.** The company does not install power or perform electrical work. You are responsible for all AC power connections that must be installed at the location before the Company performs on-site installations. All power runs must be clean and properly grounded and installed in compliance with applicable electrical codes.

**Parking.** You will provide adequate parking for vehicles of the Company or its contractors. Parking will be within a secured facility, and you will validate any parking charges or reimburse us for such fees.

**Drawings.** The company may furnish appropriate drawings for its installation work. However, such drawings will be based on either the Company's site visit or the dimensions of the room(s) which you have provided to us. You are responsible for the accuracy of the information provided to us by you regarding the physical structures, including the rooms in which the Equipment is to be installed.

**Labor Costs.** All labor priced by the Company is non-union labor and is estimated at straight time during normal business hours. Should Company be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties, or causes beyond the control of the Company, the agreed upon time for completion shall be extended by Change Order for a such reasonable time as the Company project manager may determine. Such Change Orders may include charges to cover additional costs incurred by the Company due to the delay.

Company proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00 am and 5:00 pm. Installation costs for work outside of normal business hours or business days may be subject to overtime rates when mutually agreed upon in writing. Overtime rates are defined as 1.5 times per per-hour rate for overtime, and 2 times the rate for weekends and holidays. Labor is priced at regular rates and does not reflect overtime. The labor and services quoted can be performed with adequate notice to proceed and with access to the site. Substantial delays in our start date or delays in site preparation causing us additional trips or the need to work overtime to complete the project, or any additional changes or modifications not included in the original specification will cause additional labor and or equipment charges.



**AV Integration Projects.** Should you decide to cancel a project or in part, before completion, the Owner agrees to pay Company for all costs incurred to date and/or to bring the project to an acceptable close. These costs are, but are not limited to, design and engineering services; project management; installation and programming technical labor; subcontracting costs; materials and equipment costs incurred to date; and other miscellaneous documented costs. Materials and equipment are also subject to our restocking charge policy mentioned elsewhere in this document. The following items are typical construction activities that are often required for the successful implementation of audiovisual systems.

It is assumed that if you have any existing systems (Lighting, Shade, HVAC, Audiovisual, and Control), and you are asking the company to integrate them into the proposed system, and that you will have the currently implemented version of the system source code readily available. If the original programming source code cannot be provided, any additional work required will necessitate a signed change order.

The owner is responsible for providing all telecommunications connection information as required for successful AV system network connectivity. Including but not limited to IP Address Information, Phone Numbers, Email Accounts, and network credentials.

All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.

**Exclusions:** The following activities are not included in the Company AV Integration Project proposals and are the responsibilities of the owner to furnish:

- All conduit and high voltage work required for AV equipment.
- Finish work, including drywall, paint, and wall/ceiling framing.
- Millwork (moldings, trim, etc.)
- Structural modifications or mechanical system modifications
- All owner network and phone system connections
- Any electrical work
- Permits (Unless specifically provided for and identified within the contract). Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

**Site Access.** Company-provided cost proposals are based on the assumption that Jobsite access is unrestricted and can occur during regular business hours unless otherwise agreed to and noted in the proposal. Unforeseen restrictions may affect the project schedule and proposed costs. Parking and delivery restrictions, including non-standard insurance requirements, should be identified in advance to avoid disruption of the project schedule.

**Safe Storage.** The company may, at its discretion, send tools and equipment to the installation site after prior coordination with the customer. Customer agrees to secure such items, and not open any boxes, unless required for safety reasons, and make them available upon arrival of the installation team. You will be responsible for providing secure storage for equipment during a multiple-day integration.

**Unforeseen Hazards.** Costs included in the proposal do not account for any unforeseen hazards such as faulty existing wiring, dangerous structure, hazardous materials, or any other issues that could affect safety and the proposed costs.

**Cable/Voice/Data.** All cable equipment in any air handling spaces must be plenum-rated as required by code. The company does not take any responsibility for any voice and data communications cabling associated with the installation. All voice and data services must be provided by others and be active and tested. You assume responsibility that all such equipment and any other equipment that You provide relating to the project is in good working order and properly installed.

**Pre- and Post-Tensioned Ceilings and Floors.** You shall identify for the Company the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Company is to be held responsible for the

integrity of such pre- or post-tensioned ceilings or floors, Company shall obtain, at Your expense, one or more X-rays of the area(s) in which mounting hardware is to be attached to the structure of the building. All expenses incurred by the Company or its contractors for X-rays shall be paid by You, in the form of a change order or a line item in an invoice or purchase order.

**Ceiling Tiles.** You will provide the Company with a reasonable number of spare tiles of the same pattern and batch number as those tiles already installed in the room.

## **6. Universal Terms**

**Privacy Policy.** Our company's privacy policy applies. Please review it via this link: [Company's privacy policy, click here.](#)

**Termination.** Company may, at any time in its sole discretion, terminate or suspend your use of the Service or deactivate your account if the Company believes that you have violated these Terms or Conditions. The company may do so without prior notice to you. The company shall have no liability for taking any action to terminate the Service. The company reserves the right to refer any activity on the Site to law enforcement agencies.

## **Complaints Process for Infringement Claims.**

**Takedown Requests.** If you believe that any Person accessing the Services is infringing on Your intellectual property rights, You may submit a "**Takedown Request**" to Company by sending a letter or email addressed as follows:

Global Interactive Solutions, LLC  
680 S CACHE ST STE 100-8790  
JACKSON, WY 83001  
United States of America  
email: [support@gisolutions.com](mailto:support@gisolutions.com)

In your notice, please set forth the following information:

1. An electronic or physical signature of the Person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed.
3. A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
4. Your address, telephone number, and email address.
5. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law.
6. A statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**If the foregoing information is not provided, your notice will not be effective under the Digital Millennium Copyright Act ("DMCA"), and Company will not be bound to submit a Counter-Notice to Your Takedown Request.**

**Counter-Notice.** If the Company has removed Your Content and You believe that Your Content was not infringing, you have the right to submit a "**Counter Notice**" to the Company by sending a letter or email addressed as in the previous paragraph, containing the following information:

1. Your physical or electronic signature.
2. Identification of the content that has been removed or to which access has been disabled, and the location at which the content appeared before it was removed or disabled.

3. A statement that you have a good faith belief that the content was removed or disabled as a result of a mistake or a misidentification of the content; and
4. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the Northern District of Georgia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

The company will, upon receipt of a counter notice, send a copy of the counter notice to the Person that sent to the Company the Takedown Request, advising that Person to remove the Content or disable it within 10 business days.

The copyright owner of the Content must file a timely action seeking a court order against the Content provider to prevent the Content from being shown again using the Service or the Site.

**No Oral Agreements.** These Terms and Conditions may not be modified except by a written instrument signed by both Company and You.

**Severability.** Any provision of these Terms and Conditions which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of these Terms and Conditions.

**Entire Agreement.** These Terms and Conditions document constitutes the entire agreement between You and Company governing the sale of Services or Equipment and supersedes all prior or contemporaneous written or oral agreements, understandings, and negotiations between or with the parties with respect to the subject matter hereof.

**No Waiver by Non-enforcement.** The failure of the Company to enforce any provision of these Terms and Conditions is not a waiver of its right to enforce such provision.

**General Interpretive Principles.** The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context in which used herein otherwise clearly requires, the word "or" has the inclusive meaning represented by the phrase "and/or." Each reference to a neuter, masculine, or feminine pronoun shall be deemed to include reference to each other type of pronoun, in each case as the context may permit or require. Each reference to Company's "discretion," "sole discretion" or "discretionary" shall mean Company's "sole and absolute discretion" unless otherwise specified. The term "satisfactory to Company" or "satisfaction of Company" or "satisfactory to counsel" or "satisfaction of counsel" or other similar terms means satisfactory to Company or its counsel in their sole and absolute discretion. "Person" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, or a government or agency, or political subdivision thereof. Defined terms include in the singular number the plural and the plural number the singular. Reference to any agreement, document, or instrument means such agreement, document, or instrument as amended, modified, restated, or replaced from time to time in accordance with the terms thereof (and, if applicable, in accordance with the terms hereof), except where otherwise explicitly provided. Reference to any law, rule, regulation, order, decree, requirement, policy, guideline, directive, or interpretation means as the same may be amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect on the determination date, including rules and regulations promulgated thereunder.

**Dispute Resolution by Binding Arbitration:** The Company will attempt to settle any claim or controversy with you by consultation or negotiation in good faith. Nevertheless, either Company or You may at any time notify the other in writing of its election to arbitrate such dispute in accordance with this Agreement. In the event a party elects arbitration, Company and you agree that all disputes between them (and any of their respective officers, employees, agents, representatives and owners) relating to any Service or Equipment or these Terms and Conditions shall be resolved by final and binding arbitration in Cobb County or Fulton County, Georgia by a

single arbitrator appointed by Henning Mediation and Arbitration Service Inc. - <https://www.henningmediation.com/> and in accordance with its arbitration rules, and judgment on the arbitration award may be rendered by any court of competent jurisdiction. Each party to such proceeding shall share on an equal basis the expense of the arbitrator's fees and the arbitration fees charged by Henning Mediation and Arbitration Service Inc. In the event Henning Mediation and Arbitration Service Inc. cannot arbitrate the dispute, then the American Arbitration Association (the "AAA") shall arbitrate the dispute at a location in Cobb County or Fulton County, Georgia, selected by the AAA under the Federal Arbitration Act (Title 9 of the United States Code). Notwithstanding the foregoing, Company and You may proceed in a court for the purpose of seeking temporary or preliminary injunctive relief for the purpose of avoiding immediate and irreparable harm.

**Jurisdiction; Venue.** Without limiting the arbitration clause above, you irrevocably consent that any legal action or proceeding against You or Company (and any of their respective officers, employees, agents, representatives and owners) may bring relating to the sale of any Service or Equipment or these Terms and Conditions shall only be brought in any state court of the State of Georgia located in Cobb County, or the Federal Court for the Northern District of Georgia. You and Company expressly and irrevocably consent and submit to the personal jurisdiction of any of such courts in any such action or proceeding. You hereby expressly and irrevocably waive any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue, or *forum non conveniens* or any similar basis. Neither You nor Company shall be entitled in any such action or proceeding to assert any defense given or allowed under the laws of any state other than the State of Georgia, unless such defense is also given or allowed by the laws of the State of Georgia.

**Waiver of Jury Trial.** Without limiting the arbitration clause above, You and Company each hereby waive any right to trial by jury with respect to any action or proceeding relating to the sale of any Service or Equipment or these Terms and Conditions, and any agreement, instrument or document now or hereafter executed and delivered in connection herewith or therewith.

**Service of Process.** You and Company irrevocably consent to the service of any complaint, summons, notice, or other process relating to such action or proceeding by overnight or other air express delivery or registered mail to such party in the manner provided for notices in these Terms and Conditions. Nevertheless, either party may serve the other in any other matter permitted by applicable law.

**Attorney's Fees.** You and Company shall each be liable for, and responsible for, paying its own attorney's fees and other fees, costs, and expenses incurred by such party in connection with any dispute relating to the sale of any Service or Equipment or these Terms and Conditions, including in any arbitration or other legal proceeding.

**Force Majeure:** Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials, or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

**Waiver of Statute of Limitations.** You and Company agree that regardless of any time period that would be allowed to assert any claim, cause of action or defense against each other relating to the sale of any Service or Equipment or these Terms and Conditions, such claims must be filed within one (1) year after the date such claim, cause of action or defense arose or will be forever barred.

**Waiver of Damages.** You and Company each agree that in any dispute between them, neither will seek or collect, and each hereby waives, any claim to consequential, indirect, special, incidental, punitive, or exemplary damages, or any damages for lost profits, lost revenues, lost savings, lost business opportunity, loss of

goodwill, loss of data or any type of intangible loss. This limitation on liability applies regardless of what type of claim is asserted, whether based in contract, tort, negligence, strict liability, violation of law or regulation, or any other theory of recovery.

**Damages Cap.** You agree that in any dispute between You and Company, in no event will Company be liable for an amount that exceeds

- (1) The amount paid by You to Company in the six (6) months preceding the date You give Company written notice of Your complaint or Company' alleged breach, or
- (2) One hundred U.S. dollars (\$100), whichever is greater.

**Billing Errors.** If a billing error occurs that relates to a Service, refunds by the Company are limited to one (1) month's fee for that Service.

**Successors and Assigns.** These Terms and Conditions are binding upon You and Company and their respective successors and assigns.

**No Setoff.** You agree not to set off against amounts You owe Company, any amounts that Company owes to You. All payments charged by the Company must be made without setoff of any type.

**Headings.** The headings of these Terms and Conditions are for convenience only and do not constitute a part of these Terms and Conditions and do not affect the meaning or construction of any paragraph hereof.

**Notices.**

To Company: Any notice to Company shall be deemed to have been given when served personally, one day after sending by Federal Express or other overnight courier, or three days after mailing by First-Class U.S. mail, with Return Receipt Requested, to Company at the following address:  
**Global Interactive Solutions, LLC**  
**680 S CACHE ST STE 100-8790**  
**JACKSON, WY 83001**  
**USA**

To You: Any notice to You shall be deemed to have been given when served personally, one day after sending by Federal Express or other overnight courier, or three days after mailing by First-Class U.S. mail, with Return Receipt Requested, to the Company at the last known address given to the Company.

**Questions?** Email your questions to us at [info@gisolutions.com](mailto:info@gisolutions.com).

We are happy to answer any of your questions. The company wants you to make an informed decision and provide you with Services and Equipment that meet your needs. We know and understand the Services and Products that we sell. We strive to answer all your emails within 24 hours, whenever possible.

**We look forward to hearing from you via email at [info@gisolutions.com](mailto:info@gisolutions.com) or call us at +1-888-222-5674 or +1-404-699-2002.**

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