



GLOBAL AV SOLUTIONS

GLOBAL AV SOLUTIONS, INC

“We connect the World”

TERMS AND CONDITIONS

By purchasing equipment or services from Global AV Solutions, INC hereinafter referred to as the “Company” or “GAVS”, 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.

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1. Introduction

About Global AV Solutions, INC (GAVS). The company is a full service videoconferencing service provider, equipment seller, and AV Integrator that offers high quality digital videoconferencing solutions. Its team of seasoned video specialists assist clients and provide support to help assure that the services and products it supplies to its clients result in reliable and a top-quality Your video and web conferencing experiences. 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 global reach and has installed and supported videoconferencing equipment in over 100 countries. Its team speaks multiple languages to assist clients with their video calls. The Company's services allows clients to participate in video and web conferences from wherever You are, with whatever web-enabled devices they have. GAVS aims to be Your one stop video service and equipment provider.

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 GAVS to any person, whether equipment, inventory or otherwise.

GAVS means Global AV Solutions, INC, also called herein "the Company," a Georgia Incorporated Corporation.

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 means any sale of Equipment by GAVS to You, together with any Services provided or to be provided by GAVS in connection therewith or related thereto.

Services means videoconferencing as a service (video bridging), audio, technical support, integration, and any and all other activities offered or performed by GAVS.

Site means any website owned or registered in the name of the Company, including without limitation:

www.GlobalAVSolutions.com

www.GISolutions.com

www.GlobalInteractiveSolutions.com

www.ucanytime.com

www.ucmojo.com

www.hdvideoanywhere.com

www.videobridgingservices.com
www.worldwidevideobridging.com
<https://privatecloud.zoom.us/>
www.lyncucanytime.com
www.hdvideomeetings.com
www.hdvideoplus.com
www.advancedmeeting.com

Terms and Conditions means the Terms and Conditions posted on the GAVS website, www.GlobalAVSolutions.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 GAVS.

We/Us/Our means GAVS 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 user name and password are not to be shared with others. You are responsible to maintain the confidentiality of Your user name 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. The Site and the Services may only be used for lawful purposes and in a manner that is not prohibited by GAVS. 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 GAVS 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;
10. 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;
11. 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);
12. 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
13. is fraudulent, false, misleading, or deceptive.

GAVS, 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 user name/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.

GAVS may, for a fee, offer advice regarding such equipment, when GAVS deems it appropriate. Customer's use of networks protected by firewalls may impede or block the ability to conduct a videoconference. Firewalls may exist at Your location or at the locations with which You seek to connect. GAVS may, for a fee, offer advice for navigating around such firewalls, when GAVS deems such advice is appropriate.

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. You

agree that if You access the Services on a mobile device, Your carrier may share with GAVS information about Your mobile service, which GAVS may use for a purposes permitted by these Terms and Conditions. **Storage of Videocalls.** By default we do not record your video calls. However, some video platforms allow you – at your discretion to record video calls that are either stored locally on your computer, on the GAVS platform or on the cloud platform of a GAVS 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://zoom.us/terms> - All recordings are made based on a best effort, however, we cannot guarantee that recordings will be made or that they will be in high definition quality as various factors affect video and audio quality over the Internet. GAVS shall have no liability for accidental deletions of data or other content.

Self-Recording. GAVS offers You the ability, for a fee, to record on Your computer any videocall which You initiate utilizing the Service. GAVS calls this option On-Demand Recording. You shall comply with all applicable laws (whether local, state, federal or international) governing the recording of People or Content and will obtain any consents needed to record such conversation or Content. GAVS advises all users to inform each Person who is expected to participate in a videocall that the Users plan to record the call so that any Person may object or decline to participate in the video.

Fees. GAVS offers a variety of options for You to select the number of ports that best suit Your needs. Please speak with one of our sales associates to discuss these options.

Once You decide the plan You would like, You will provide to GAVS Your credit card or other automated payment instrument acceptable to GAVS. GAVS accepts Visa, MasterCard, American Express, Discover, as well as PayPal and wire transfers. You warrant when You provide such information that:

- (1) You are authorized to use the credit card or other payment instrument that You have provided to GAVS;
- (2) You will pay the amount specified in the plan You selected from GAVS;
- (3) You will notify GAVS 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 done by electronic funds transfer. Contact GAVS for details. If GAVS chooses to bill You by using an invoice, You must pay the invoiced charges within thirty (30) days after the date of the invoice unless GAVS provides a different instruction on their invoice or prior written quotation. Payments shall be applied to the oldest open invoice balance.

Purchase Orders. Only pre-approved corporate, governmental or educational institutions may purchase Services on credit using a purchase order. In the event that 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 set forth in

these Terms and Conditions.

Sales, Use or Excise Taxes. GAVS does not charge any sales tax for Services, except where it may be required by applicable law. However, if under any applicable law, any sales, use or excise taxes is 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 GAVS for the Service. Errors or omissions, if any, by GAVS in this connection with applicable Sales, Use or Excise taxes due to GAVS errors, neglect, company infrastructure limitations or for any reason are the responsibility of the buyer and/or end use customer, per applicable Sales, Use or Excise Tax requirements of the buyers or end use customer's jurisdiction codes.

Late Payments and Collection Costs. If You fail to timely pay for Services, You are responsible for all reasonable costs and expense incurred by GAVS in collecting any sums owed (including any costs of collecting on a judgment), and GAVS 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 GAVS's cost of carrying such balance.

Returned Checks. Customers will be assessed a service charge of thirty U.S. dollars (\$30) for each check returned to GAVS's bank. GAVS 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. GAVS may change its prices from time to time. You will not be obligated to pay the price increase unless You are notified by GAVS by email of the price increase or GAVS sends a notice or invoice to You showing the price increase and, in either case, thirty (30) days have passed. After such 30-day period, You will be obligated to pay the increased price unless You terminate the Service in writing within such 30-day period. To terminate the Service after a price increase, You will need to send an email to accounting@GlobalAVSolutions.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 GAVS within thirty (30) days before the expiration of Your plan period by sending an email to accounting@GlobalAVSolutions.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 rollover 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 within 30 days of each anniversary of your plan, or it will roll over to another 12-month period.

Use of Third-Party Hosted Services. GAVS also offers Services that are based on software and technology developed and owned by third party companies such as Avaya™, Zoom™, lifesize™, Polycom™ or CRESTRON™. If You sign up for a Service that is based on intellectual property by such third-parties, You agree to comply with the terms of those companies. A link to the terms of these companies is made available to GAVS, and to You as a User of that Service, by each provider. These links are set forth below.

[UCAnytime powered by Avaya™](https://www.GlobalAVSolutions.com/LEGAL/GAVS_Service_Terms_and_Descriptions_with_Appendices.pdf) =

https://www.GlobalAVSolutions.com/LEGAL/GAVS_Service_Terms_and_Descriptions_with_Appendices.pdf

[UCMojo powered by Zoom™](https://zoom.us/terms) = <https://zoom.us/terms>

[Lifesize Cloud, Hardware and services](https://www.lifesize.com/en/company/legal-notices) = <https://www.lifesize.com/en/company/legal-notices>

[Polycom](http://www.polycom.com/company/terms-and-conditions.html) = <http://www.polycom.com/company/terms-and-conditions.html>

[CRESTRON](http://www.crestron.com/legal/sales-terms-conditions-warranties) = <http://www.crestron.com/legal/sales-terms-conditions-warranties>

Intellectual Property Rights. GAVS offers Services that contain 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 such third party.

Prohibition on Further Commercial Use. You agree to not use the Service or any Content provided by GAVS for further commercial use. For example, You agree not to reverse engineer, date 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. GAVS complies with applicable export regulations including and 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.pmdtdc.state.gov/ddtc_public?id=ddtc_public_portal_itar_landing.

Furthermore GAVS complies with 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-assets-control.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 GAVS 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 Cuba, Iran, North Korea, Sudan or Syria, or doing business with or associated with the government or any governmental 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 the U.S. Department of the Treasury	Specially Designated National
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. The video conferencing and video bridging capabilities of the Service are dependent on a variety of factors, including the condition and quality of the equipment which 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. While GAVS prides itself on its data security and continuity of service provided, and while we seek to use reasonable efforts to restore Service in the event of a failure, we make no representation or warranty, express or implied, regarding the Service or any Equipment provided by GAVS 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. GAVS 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.

4. Equipment Purchases

These Terms and Conditions shall apply to all transactions between GAVS and any Customer and shall apply in place of, and prevail over, any previous terms or conditions unless specifically agreed to in writing by GAVS. By placing an order with GAVS, 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 GAVS at the time of sale. The warranty of the manufacturer is the sole warranty, express or implied, relating to the Equipment sold. GAVS makes no warranty, express or implied, of the Equipment sold, but GAVS may replace defective Equipment on the terms stated herein.

Technical Support. GAVS 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 to provide You with technical support without Your 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 onsite maintenance agreements, which will assist You with technical or product problems.

Placing an Order. All orders accepted and processed prior to 3:00 p.m., Eastern Standard Time, shall ship the same business day if equipment is in stock at GAVS. Notwithstanding the foregoing, the receipt of an on-line 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, prior to our agreement to fulfill any order. This explicitly includes the possibility of typographical or factual errors on one of Our websites. In that case GAVS has the right to correct such errors and to reject the order.

Cancelling or Postponement of an Order. An Order may be cancelled without penalty, at the discretion of GAVS Inc's management, if the cancellation is received and processed prior to 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 or postponement. In case of order postponement, there will be postponement charge of fifty (50%) percent of order value due if the order postponement exceeds 30 business days. This 50% will be invoiced at the 30-day mark (from 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 subsequent to the 30-day order postponement notice date. GAVS 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 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 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 GAVS. RMA’s must be requested within thirty (30) days of the shipment date. Before returning an item, contact GAVS by e-mail at info@GlobalAVSolutions.com or by phone at +1.678.809.1074 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 insuring the Equipment returned in the amount of its purchase price. The RMA should be displayed on the shipping label. Items returned to GAVS 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. GAVS accepts Visa, MasterCard, American Express, Discover, PayPal as well as wire 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 electronic funds transfer. Contact GAVS for details. Payments shall be applied to the oldest open invoice balance.

Sales, Use or Excise Taxes. GAVS does not charge any sales tax for orders of Equipment shipped to an address outside of the State of Georgia. However, if under any applicable law, any sales, use or excise taxes are due on a sale, You accept full responsibility for payment of such taxes even if GAVS initially failed to charge for such taxes on its invoices.

Purchase Orders. Only pre-approved corporate, governmental or educational institutions may purchase Equipment on credit with a purchase order. In the event that 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 are subject to the cancellation, return, and dispute resolution policies set forth in these Terms and Conditions.

Late Payments and Collection Costs. In the event that You fail to pay in a timely fashion for Equipment you purchased from GAVS, You are responsible for all reasonable costs and expense incurred by GAVS in collecting any sums owed (including any costs of collecting on a legal judgment), and GAVS 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 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 GAVS's cost of carrying such balance.

Returned Checks. Customers will be assessed a service charge of thirty U.S. dollars (\$30) for each check returned to GAVS's bank. GAVS 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. GAVS hereby retains a security interest in, and You hereby grant to GAVS 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 GAVS. You hereby authorize GAVS to file any and all Uniform Commercial Code financing statements, amendments and continuation statements against You in order to perfect the lien of GAVS in Equipment purchased to secure such obligations.

5. Equipment Installation and AV Integration Projects

When GAVS 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. GAVS performs on-site installations in the room(s) designated by You on the days that You and GAVS have agreed to as the day of installation. Unless otherwise agreed to in the terms of GAVS'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. GAVS also assumes that no other person will be in the room when it is made available to GAVS or its contractors. You are responsible to assure that the room(s) are ready for the scheduled installation.

Electric Power. GAVS does not install power or perform electrical work. You are responsible for all AC power connections that must be installed at the location before GAVS 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 GAVS or its contractors. Parking will be within a secured facility and You will validate any parking charges or reimburse us for such fees.

Drawings. GAVS will furnish appropriate drawings for its installation work. However, such drawings will be based on either GAVS'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 by You regarding the physical structures including the rooms in which the Equipment is to be installed.

Labor Costs. All labor priced by GAVS is non-union labor, and is estimated at straight time during normal business hours. Should GAVS 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 GAVS, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the GAVS project manager may determine. Such Changes Orders may include charges to cover additional costs incurred by GAVS due to the delay.

GAVS 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 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, prior to final completion, the Owner agrees to pay GAVS 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 any existing systems (Lighting, Shade, HVAC, Audiovisual and Control), that are to be integrated into the proposed system, will have readily available, the currently implemented version of system source code. If the original programming source code cannot be provided, any additional work required will necessitate a signed change order.

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 prior to the beginning of onsite integration of electronic equipment.

Exclusions: The following activities are not included in GAVS AV Integration Project proposals and are 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.)
- All owner network and phone system connections
- Permits (Unless specifically provided for and identified within the contract)

Site Access. GAVS provided cost proposals are based on the assumption that that jobsite access is unrestricted and can occur during regular business hours unless otherwise agreed 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. GAVS 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 to provide 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 proposed costs.

Cable/Voice/Data. All cable equipment in any air handling spaces must be plenum rated as required by code. GAVS 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 GAVS the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If GAVS is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, GAVS 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 GAVS 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 GAVS 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. To review GAVS's privacy policy, please visit www.globalavsolutions.com

Termination. GAVS may at any time in its sole discretion terminate or suspend Your use of the Service, block Your access to the Site, or deactivate Your account, if GAVS believes that You have violated these Terms or Conditions. GAVS may do so without prior notice to You. GAVS shall have no liability for taking any action to terminate Service. GAVS 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 GAVS by sending a letter or email addressed as follows:

Global AV Solutions, INC
1751 Fair Oak Way
Mableton, GA 30126-5746
United States of America
email: info@GlobalAVSolutions.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 GAVS will not be bound to submit a Counter-Notice to Your Takedown Request.

Counter-Notice. If GAVS has removed Your Content and You believe that Your Content was not infringing, You have the right to submit a “**Counter Notice**” to GAVS 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 Northern District of Georgia and a statement that You will accept service of process from the person who provided notification of the alleged infringement.

GAVS will, upon receipt of a counter notice, send a copy of the counter notice to the Person that sent to GAVS 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 GAVS 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. This Terms and Conditions document constitutes the entire agreement between You and GAVS governing the sale of Services or Equipment and supersede 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 GAVS 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 GAVS’s “discretion”, “sole discretion” or “discretionary” shall mean GAVS’s “sole and absolute discretion” unless otherwise specified. The term “satisfactory to GAVS” or “satisfaction of GAVS” or “satisfactory to counsel” or “satisfaction of counsel” or other similar terms means satisfactory to GAVS 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 in 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: GAVS will attempt to settle any claim or controversy with You by consultation or negotiation in good faith. Nevertheless, either GAVS 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, GAVS 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. 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, GAVS 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 GAVS (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 GAVS expressly and irrevocably consents and submits 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 GAVS 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 GAVS 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 GAVS 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 reGAVStered 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 GAVS shall each be liable for, and responsible to pay, 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.

Waiver of Statute of Limitations. You and GAVS 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 GAVS 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 GAVS, in no event will GAVS be liable for an amount that exceeds

(1) the amount paid by You to GAVS in the six (6) months preceding the date You give GAVS written notice of Your complaint or GAVS' 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 GAVS are limited to one (1) month's fees for that Service.

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

No Setoff. You agree not to set off against amounts You owe GAVS, any amounts that GAVS owes to You. All payments charged by GAVS 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 GAVS: Any notice to GAVS 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 GAVS at the following address:

1751 Fair Oak Way, Mableton, Georgia 30126-5746, 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 GAVS at the last known address given to GAVS.

Questions? Email Your questions to us at info@GlobalAVSolutions.com.

We are happy to answer any of Your questions. GAVS 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@GlobalAVSolutions.com or call us at: +1.678.809.1074

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