

# Terms and Conditions

## General

This agreement, upon acceptance, constitutes an entire agreement between "You" or "Your Company" (Client) and Territo Corporation D.B.A. Territo Information Systems (TIS) and supersedes any prior representations or understandings, verbal or otherwise. No changes or modification(s) of the "Terms and Conditions" stated herein shall be binding unless stated in writing and accepted by TIS. This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement. This agreement shall become effective from date of execution.

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the text requires.

## Scheduling

A technician will contact you within one business day (during normal business hours) of your scheduled appointment and review the scheduled install and any additional requirements.

## Client Responsibilities

It is the responsibility of the Client to:

- 1.) Have an adult (18 years or older) present during the entire installation or repair
- 2.) Perform data backup prior to service - TIS is not responsible for lost data.
- 3.) Pay for and maintain software licensing and support agreement(s).
- 4.) Any hardware devices, components, peripherals, software or cabling needed for the installation must be purchased in advanced and available to the technician at the scheduled time of installation.

## Limitation of Liability

Client Acknowledges that any text, graphics, photographs, designs, trademarks, or other provided to TIS are owned by the client or the client has obtained all permissions required to use design elements for their intended purpose.

In no event shall TIS, our subsidiaries, employees, joint venture partners or suppliers be liable for lost profits or an and special, incidental or consequential damages arising out of or in connection with our services or this agreement. All warranties express or implied other than those express warranties of the manufacturer of any product provided are disclaimed by TIS. TIS will not provide warranty service or repairs on products that TIS has not received payment.

## Indemnification

The Client agrees to indemnify and hold harmless TIS, our parent, subsidiaries and affiliates harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.

## Payment

Payment is due upon completion of services rendered, unless other payment arrangements

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have been established. Regardless, if payment is not received by TIS within 10 days a fee of 1.5% per month will be added to the unpaid balance and all services will be suspended until paid.

Payment for services are considered acceptance of equipment installation, configuration and operation. Additional fees will be charged for modifications, updates or continuing performance items.

### **Subscription services:**

Payment for subscription services are placed on a credit card with a recurring payment plan. The account will automatically be re-billed according to the terms of the service you select.

The prevailing party in any litigation, arbitration or mediation related to this agreement shall be entitled to recover its reasonable costs and attorneys' fees from the other party for all matters, including but not limited to appeals.

This agreement is made in the State of Florida and shall be governed by Florida law. Orange county, Florida shall be proper venue for any litigation involving this agreement. Both parties voluntarily waive their right to venue in any other location.

### **Payment Methods**

We accept cash, check, American Express, Mastercard and Visa. If payment is made by one of the above credit cards, the person providing the credit card or credit card number acknowledges having the authority to make charges on the credit card provided to TIS.

### **Authorized Signature**

The person executing this agreement on behalf of the Company acknowledges that they are an authorized agent of the Company and have the authority to execute the agreement. In the event that the Company indicates to TIS that the person who has signed does not have the authority to execute this agreement on behalf of the Company, that person agrees to be personally responsible for all sums due under this agreement. This shall in no way act as a release of any obligation of the Company hereunder.

### **Privacy Policy**

TIS is committed to safeguarding your privacy. We will only use information we collect about you lawfully.