

# Guardian Network Solutions Terms and Conditions

**READ CAREFULLY.** This Terms of Use Agreement ("*Terms of Use*") applies to all sales transactions initiated and concluded with Guardian Network Solutions (the "Seller" and Buyer (the "Customer") as well as use of the website located at <http://www.guardiannetworksolutions.com> (the "*Site*").

Seller reserves the right, at its sole discretion, to change, add or remove portions of this Terms of Use, at any time. It is Customer's responsibility to check this Terms of Use each time before transacting a sale and/or using the Site. Customer proof of purchase and/or continued use of the Site following the posting of changes will mean that Customer accept and agree to the changes. ***Customer agrees that all subsequent purchases by Customer will be subject to the terms and conditions of this Terms of Use, which shall apply until Seller posts a modified Terms of Use and then in accordance with such modified Terms of Use.*** As long as Customer complies with this Terms of Use and any such modifications, Seller grants Customer a right to all sales transactions as well as a personal, non-exclusive, non-transferable, non-sub licensable, limited privilege to enter and use the Site.

**1. Site Content; Copyright and Trademark Notice.** All media (downloaded or samples), software, text, images, graphics, user interfaces, music, videos, photographs, trademarks, logos, artwork and other content on the Site (collectively, "Content"), including but not limited to the design, selection, arrangement, and coordination of such Content on the Site is owned or licensed by or to Seller, and is protected by copyright, trade dress, and trademark laws, and various other intellectual property rights laws.

**2. Use & Disclosure of Customer Personal Information.** Customer must disclose certain Personally Identifiable Information to enact a transaction and/or use Seller Site, register, and make purchases. As a condition of making any purchases of any products and/or services or conduct any transactions, Customer represent that Customer have first read these terms and conditions and consent to the collection, use and disclosure of Customer Personally Identifiable Information and Non-Personally Identifiable Information. Information collected will NEVER be shared nor sold to 3rd parties or anyone else outside of Seller organization. All sales transactions and/or quote inquiries are subject to the terms in Seller online privacy policy.

- Please refer to our [Privacy Policy](#) for more information.

While Seller takes reasonable steps to safeguard and to prevent unauthorized access to Customer personal information, Seller cannot be responsible for the acts of those who

gain unauthorized access, and Seller makes no warranty, express, implied, or otherwise, that Seller will prevent unauthorized access to Customer private information. IN NO EVENT SHALL SELLER OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO CUSTOMER PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER SELLER WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

**3. Consent To Seller Communication With Customer By E-Mail.** Each time Customer makes a purchase through Seller Site, Customer grant permission for Seller to contact Customer at Customer e-mail address. To stop receiving Seller marketing emails, please follow the opt-out procedures set forth in such marketing emails.

**4. Conditions of Sale, Payment Terms, and Negotiations.** a) Prior to the purchase of any goods or services from a dedicated Seller account manager or on Seller Site, Customer must provide us with a valid credit card number and associated payment information including all of the following: (i) Customer name as it appears on the card, (ii) Customer credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge Customer card. By submitting that information to Seller, Customer hereby agrees that Customer authorized Seller to charge Customer credit card at Seller convenience but within thirty (30) days of credit card authorization. b) All sales of products and services are final. All charges from those sales are nonrefundable lest the transaction at hand is subject to the terms provided in Seller [Return Policy](#). c) All negotiations of a sale are subject to proper acceptance upon the agreement provided in the Seller quote and are deemed final upon Buyer receipt of purchase. Seller is neither responsible nor liable for any negotiations handled outside of proper acceptance.

**5. Methods of Payment, Credit Card Terms and Taxes.** All payments must be made by VISA, MasterCard, American Express or government credit cards (each of which may be removed by Seller in its sole discretion). Net terms are also available for eligible customers, and may be paid by check. We also accept wire transfer by request. Unless expressly set forth on this site, Seller does not accept any other payment form. If Seller offers or accepts any other form of payment, Customer hereby agrees to all restrictions, terms and conditions associated with such additional form of payment. Customer card issuer agreement governs Customer use of Customer designated card, and Customer

must refer to that agreement and not this Terms of Use to determine Customer rights and liabilities as a cardholder. Customer agrees to pay all fees and charges incurred in connection with Customer purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless Customer notify Seller of any discrepancies within sixty (60) days after they first appear on Customer credit card statement, Customer agree that they will be deemed accepted by Customer for all purposes. If Seller does not receive payment from Customer credit card issuer or its agent, Customer agrees to pay all amounts due upon demand by Seller or its agents. Customer are responsible for paying any governmental taxes imposed on Customer purchases, including, but not limited to, sales, use or value-added taxes. Seller shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within Texas and any other states or localities that it deems are required.

**6. Leasing.** Seller now offers leasing options for purchasing new products. Qualified customers will have the ability to lease their purchase with convenient and powerful financing options. Customer is provided with the flexibility, quick response, and simplicity Customer needs with quality customer service during allowed financing term.

#### **Why Should Customer consider Leasing? Advantages of Leasing:**

- **Leasing provides total financing.** Generally no down payments are required, and lessees pay no extraneous tax, delivery, warranty, or other miscellaneous costs. All costs associated with a purchase can be included in the lease, including delivery and installation.
- **Leasing conserves working capital.** Leasing leaves lines of credit at other financial institutions free for cash-flow purposes, investments, unsecured loans, or unexpected emergencies.
- **Leasing overcomes budget limitations.** Most companies are hampered by capital budget limitations from time to time. Leasing allows businesses to acquire new equipment with easily affordable rental payments.
- **Leasing provides security against equipment obsolescence.** Upgrade and trade-in options can easily be added to a lease agreement. In addition, there are no risks of equipment ownership, and lessees will never be required to resell or remarket obsolete equipment.
- **Leasing can offer tax savings.** When properly structured, monthly lease payments may be fully tax deductible as an operating expense. This savings results in a lower after-tax equipment cost. Contact us to discuss tax advantages applicable to Customer specific situation.

- **Payments are a fixed cost.** Monthly lease payments remain the same for the life of the lease, even if interest rates do not.
- **Leasing provides a faster return on investment.** Revenues or savings created as a result of the equipment during the first month often will be in excess of the monthly lease payment, thereby providing an immediate return on investment.
- **It is important to note that the common thread in each of these benefits is flexibility.** Lease payments and terms may be structured based on a business's particular need. Equipment leasing can be an extremely valuable financial tool for growing businesses while staying competitive in today's marketplace.

A minimum total purchase value is required for leasing options. Not all customers will qualify for the leasing program. Please contact us to see if Customer qualifies for Seller leasing program. **Please Note: All Leasing options are provided by third party equipment leasing companies.**

**7. Promotions, Promotional Gifts.** Promotional items include any free items/gifts Customer receives with Customer order. Promotional items are only available on certain items, where stated. Promotions may be changed or revoked at any time. Promotional items may be shipped separately from Customer order via a different carrier and/or different service. Unopened promotional items must be returned if Customer is returning Customer order (see return/exchange policy above). Promotional items may not be offered in the case of a quoted discount price or where a cash discount is provided. Unless otherwise stated, all promotional items are only available at the website price.

**8. Order Acceptance Policy.** Customer receipt of an electronic or other form of order confirmation does not signify Seller acceptance of Customer order, nor does it constitute confirmation of Seller offer to sell. Seller reserves the right at any time after receipt of Customer order to accept or decline Customer order for any reason. Seller further reserves the right any time after receipt of Customer order, without prior notice to Customer, to supply less than the quantity Customer ordered of any item. Customer order will be deemed accepted by Seller upon shipment of products or performance of services that Customer has ordered, or upon the completion of the license and delivery of a Digital Download, as indicated by Seller servers. Title to goods and all risk of loss passes to Customer upon delivery to the common carrier.

**9. No Responsibility To Sell Mispriced Products Or Services.** Seller shall have the right to refuse or cancel any orders placed for products and/or services listed at an

incorrect price, rebate or refund, or containing any other incorrect information or typographical errors. Seller shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and Customer credit card charged. If Customer credit card has already been charged for the purchase and Customer order is canceled, Seller shall immediately issue a credit to Customer credit card account in the amount of the charge.

**10. Modifications to Prices or Billing Terms.** SELLER RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO CUSTOMER.

**11. Service and Support for Goods Sold.** All requests for technical service and support should be made directly to the manufacturer in accordance with their terms and conditions.

**12. Indemnification.** Customer agree to indemnify and hold harmless Seller and its parents, sister companies, subsidiaries, affiliates, service providers, other End Users, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or related to Customer violation of this Terms of Use, or Customer violation of any law, regulation or third-party right.

**13. Disclaimer of Warranties.** THE SITE, PRODUCTS, SERVICES, CONTENT, DIGITAL DOWNLOADS, SOFTWARE, ARTWORK, DATA, AND INFORMATION ARE PROVIDED "AS IS." ALL OF SELLER'S PHYSICAL PRODUCTS ARE GUARANTEED AGAINST MATERIAL DEFECTS FOR FOURTEEN (14) DAYS FROM THE DATE OF INVOICE. EXCEPT AS EXPRESSLY STATED HEREIN, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY THE SELLER SITE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR QUALITY OF DATA AND FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, TITLE, NON-INFRINGEMENT, LACK OF VIRUSES OR CORRESPONDENCE TO DESCRIPTION.

