

## # TERMS OF SERVICE

**\*\*Last updated:\*\*** [01/10/2025]

### ## 1. GENERAL INFORMATION AND ACCEPTANCE

#### ### 1.1 Company information

**\*\*GOVISAN Solutions\*\*** ("Company", "we", "our") is a company incorporated under the laws of India with headquarters located in:

**\*\*Bengaluru, India\*\***  
Manyata Tech Park Road  
Manyata Mahogany F2,  
Bengaluru KA 560045  
Email: info@govisan.com  
Phone: [Main contact number]

**\*\*Secondary office in Barcelona, Spain:\*\***

C/ Rector Ubach 48, 1<sup>o</sup>2<sup>a</sup>  
08021 Barcelona, Spain  
Phone: +34 93 414 18 20  
Email: info@vcningeneria.com

#### ### 1.2 Terms acceptance

By accessing and using the website **\*\*www.govisan.com\*\*** ("Website") and our services, you agree to be legally bound by these Terms of Service ("Terms"). If you do not agree with any of these terms, you should not use our services.

#### ### 1.3 Legal capacity

By using our services, you represent and warrant that:

- You are at least 18 years of age
- You have the legal capacity to enter into binding contracts
- You are acting on behalf of a company with authorization to bind such entity

### ## 2. SERVICE DESCRIPTION

#### ### 2.1 Main services

GOVISAN Solutions provides:

- **\*\*Telecommunications consulting\*\***: Advanced solutions for luxury hospitality and real estate
- **\*\*Systems engineering\*\***: Design and implementation of technological infrastructure
- **\*\*Wiredscore certifications\*\***: Certification processes and international standards compliance
- **\*\*Audiovisual systems\*\***: Implementation of cutting-edge AV solutions
- **\*\*Smart building integration\*\***: Management and automation systems
- **\*\*Support services\*\***: Technical consulting and maintenance

#### ### 2.2 Geographic scope

We provide services internationally, with confirmed presence in 11 countries and experience in over 60,000 connected rooms.

## ## 3. ACCEPTABLE USE OF WEBSITE

### ### 3.1 Permitted uses

You may use our website to:

- Obtain information about our services
- Contact us for legitimate business inquiries
- Download authorized promotional materials
- Request quotes or proposals

### ### 3.2 Prohibited uses

It is strictly prohibited to:

- Use the site for illegal or unauthorized purposes
- Attempt to access restricted areas or backend systems
- Reverse engineer, decompile or attempt to extract source code
- Transmit viruses, malware or any malicious code
- Collect information from other users through automated means
- Interfere with normal site operation
- Use the site for spam or unsolicited commercial communications

## ## 4. INTELLECTUAL PROPERTY

### ### 4.1 GOVISAN rights

All intellectual property rights in the website and its content, including but not limited to:

- Trademarks and logos ("GOVISAN", "VCN Ingeniería")
- Designs, graphics, photographs and images
- Text, editorial content and case studies
- Software, source code and functionalities
- Databases and information compilations

Are the exclusive property of GOVISAN Solutions or are legally licensed for our use.

### ### 4.2 Limited use license

We grant you a limited, non-exclusive, non-transferable and revocable license to:

- View and navigate the website
- Print pages for internal business use related to our services
- Download promotional materials marked as available for download

### ### 4.3 Restrictions

Without our prior written consent, you may not:

- Reproduce, distribute or publicly display our content
- Create derivative works based on our content
- Use our trademarks on your own products or services
- Use our content to train artificial intelligence models

## ## 5. CONSULTING SERVICES AND CONTRACTS

### ### 5.1 Contracting process

Consulting services are subject to specific contracts that include:

- Detailed project scope
- Delivery timeline and milestones

- Specific payment terms
- Technical and performance conditions
- Confidentiality clauses

### ### 5.2 Proposals and quotes

- Proposals are valid for 30 days unless otherwise specified
- Prices are subject to final confirmation according to definitive scope
- Preliminary estimates do not constitute binding offers

### ### 5.3 Scope modifications

Any modifications to the original scope must be:

- Requested in writing
- Evaluated technically and economically
- Approved by both parties through contract addendum

## ## 6. PAYMENT TERMS

### ### 6.1 Inquiries and quotes

- Initial inquiries and proposals are free
- Detailed technical evaluations may be subject to costs depending on complexity

### ### 6.2 Contracted projects

- Payment terms are specified in each individual contract
- Generally: 30% advance, 40% at project midpoint, 30% upon completion
- Overdue payments incur interest of 1.5% monthly
- Accepted currencies: EUR, USD, INR (according to contractual agreement)

### ### 6.3 Additional expenses

The following may generate additional costs:

- Travel and accommodation for on-site implementations
- Specialized equipment and hardware
- Third-party software licenses
- Certifications and compliance testing

## ## 7. CONFIDENTIALITY

### ### 7.1 Confidential information

Both parties acknowledge they may exchange confidential information, including:

- Project technical specifications
- Financial and commercial information
- Business strategies and future plans
- Guest data and hotel operations

### ### 7.2 Confidentiality obligations

We commit to:

- Maintain strict confidentiality of your information
- Use information only for authorized purposes
- Implement appropriate security measures
- Not disclose information to third parties without consent

### ### 7.3 Exceptions

Confidentiality does not apply to information that:

- Is in the public domain without breach of this agreement
- Is required by law or competent authorities
- We have developed independently
- We receive from third parties authorized to disclose it

## ## 8. LIMITATION OF LIABILITY

### ### 8.1 Warranty disclaimer

THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

### ### 8.2 Damage limitation

Under no circumstances shall GOVISAN be liable for:

- Indirect, incidental, special or consequential damages
- Loss of profits, data or business opportunities
- Business interruption or loss of use
- Damages exceeding the amount paid for services in the previous 12 months

### ### 8.3 Limitation exceptions

The above limitations do not apply to:

- Damages caused by gross negligence or willful misconduct
- Confidentiality violations
- Intellectual property infringement
- Liabilities that cannot be limited by law

## ## 9. INDEMNIFICATION

You agree to indemnify and hold harmless GOVISAN, its directors, employees and agents from any claims, losses, damages, liabilities and expenses (including reasonable legal fees) arising from:

- Your use of the website or services
- Violation of these terms
- Infringement of third party rights
- Inaccurate information provided by you

## ## 10. FORCE MAJEURE

We shall not be liable for delays or failures caused by circumstances beyond our reasonable control, including:

- Natural disasters, wars, terrorism, pandemics
- Strikes, civil unrest, governmental acts
- Internet, telecommunications or utility failures
- Global supply chain disruptions

## ## 11. TERMINATION

### ### 11.1 Termination for convenience

Either party may terminate these terms with 30 days prior written

notice.

### ### 11.2 Termination for cause

We may terminate immediately if you:

- Materially violate these terms
- Use services for illegal purposes
- Fail to pay amounts owed after 30 days notice
- Declare insolvency or enter bankruptcy proceedings

### ### 11.3 Effects of termination

Upon termination:

- Your right to use the website and services ceases
- Payment obligations remain in effect
- Confidentiality clauses survive for 5 years
- Personal data is handled according to our Privacy Policy

## ## 12. GOVERNING LAW AND JURISDICTION

### ### 12.1 Governing law

These terms are governed by the laws of India, without reference to conflict of law principles.

### ### 12.2 Jurisdiction for Indian clients

For clients in India, any disputes will be resolved by the competent courts of Bengaluru, Karnataka.

### ### 12.3 Jurisdiction for European clients

For clients in the European Union, disputes may be brought before:

- The courts of Barcelona, Spain, or
- The competent courts in the client's country of residence (at client's choice)

### ### 12.4 Arbitration

For commercial disputes exceeding ₹10,00,000 (or €10,000), parties may agree to resolve through arbitration under:

- International Chamber of Commerce (ICC) rules for international disputes
- Bengaluru Arbitration Tribunal for domestic disputes

## ## 13. MODIFICATIONS

### ### 13.1 Changes to terms

We reserve the right to modify these terms at any time. Changes will be effective:

- Immediately for new users
- 30 days after notification for existing users

### ### 13.2 Change notification

Significant changes will be notified through:

- Email to registered address
- Prominent notice on website
- Update of "last updated" date

### ### 13.3 Continued use

Continued use after changes constitutes acceptance of modified terms.

## ## 14. GENERAL PROVISIONS

### ### 14.1 Entire agreement

These terms constitute the complete agreement between parties regarding website use, superseding all prior agreements.

### ### 14.2 Severability

If any provision is declared invalid, the remainder of the terms remains in full force.

### ### 14.3 Waiver

Failure to exercise any right does not constitute waiver of such right.

### ### 14.4 Assignment

You may not assign these terms without our prior written consent. We may assign our rights at any time.

### ### 14.5 Language

These terms are available in Spanish and English. In case of conflict, the English version prevails.

## ## 15. CONTACT INFORMATION

For questions about these terms:

**\*\*General inquiries:\*\***

Email: [info@govisan.com](mailto:info@govisan.com)

Phone: [Main number]

**\*\*Legal matters:\*\***

Email: [legal@govisan.com](mailto:legal@govisan.com)

**\*\*Main office – India:\*\***

Manyata Tech Park Road

Manyata Mahogany F2,

Bengaluru KA 560045

**\*\*European office – Spain:\*\***

C/ Rector Ubach 48, 1<sup>º</sup>2<sup>a</sup>

08021 Barcelona, Spain

Phone: +34 93 414 18 20

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**\*\*Effective date:\*\*** [Date]

**\*\*Version:\*\*** 1.0

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