**Website Terms of Use**

**gbaSI™ - Website Terms of Use**

**Effective Date: October 1, 2020**

**Updated Date: March 25, 2022**

**Introduction**

Welcome to the gbaSI™ Website, [**www.gbasi.com**](http://www.gbasi.com) (“**Website**“). Our company is named gbaSI™, LLC, , and our passion is communication systems and innovative solutions. We have spent over 20 years in the design and integration of solutions for the communication and networking industries.

These Terms of Use (“**Terms**“) are designed to promote the safe and lawful use of our Website. To make these Terms easier to read, we refer to (I) this Website as this our Website, (ii) our company as “**gbaSI™**“, “**we**“, “**us**“, “**our**” or words of similar import, (iii) our community of registered users and other visitors to our Website, as “**users**“, “**you**“, “**your**” or words of similar import, (iv) the drone products and related accessories we offer for sale through our [**Online Store**](https://baam.tech/design/), excluding software that we license through our Online Store, as the “**Products**“, and (v) the training and technical support services we offer through our Online Store as the “**Services**“. References to “**person**” mean legal persons, natural persons or both, as the context requires. When the words “**include**” and “**including**” appearing in these Terms, they shall deem to be followed by the phrase “without limitation.” When these Terms refer to our “**Affiliates**“, that means companies that control us, or that we control, or with which we are connected by common control. The term “**control**” means the power to direct the management and policies of the company in question.

**Agreement to Terms**

These Terms constitute a legally binding contract between you and gbaSI™, so please read them carefully before you navigate any area of our Website. By accessing our Website, you are agreeing to abide by all of these Terms, including our Privacy Policy and [**Intellectual Property Infringement Policy**](https://dev.tbelldesign.co/baamtech/intellectual-property-policy/), which by these references are incorporated into and are made a part of these Terms. If you disagree with any of these Terms, including any part of our Privacy Policy or Intellectual Property Infringement Policy, you are not permitted to use our Website.

**Changes to Terms**

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when posted and apply to access to and use of our Website thereafter. However, any changes to the dispute resolution provisions appearing in the Governing Law and Dispute Resolution section of these Terms will not apply to any dispute of which the disputing parties have actual notice on or before the date the change is posted on our Website. Your continued use of our Website following the posting of revised Terms means that you accept and agree to the changes. You are expected to check these Terms frequently and become aware of changes, as they are binding on you.

**Feedback**

We welcome your feedback, comments and suggestions for improvement to our Website and the Products and Services we offer through our Online Store (“Feedback”). You can submit any feedback to us through our Contact Us page. By submitting Feedback to us, you irrevocably grant to us a non-exclusive, worldwide, perpetual, fully paid, sub licensable and transferable license user any and all intellectual property rights that you own or control to use, reproduce, modify, perform, display, create derivative works based upon, and otherwise exploit the Feedback for any lawful purpose.

**Updated:** March 25, 2022

**Eligibility to Access Our Website**

Our Website is made available only to persons who are (a) at least 18 years of age, (ii) capable of forming a binding contract with use, and (iii) not barred by applicable law from purchasing any of our Products or Services. By accessing our Website, you represent to us that you meet all of these eligibility requirements. If you do not meet all of these eligibility requirements, then you are not permitted to access our Website or purchase any of our Products or Services.

**Establishing a gbaSI™ Account**

You must first register an establish an account with us (“**Account**“) if you want to use our Website. You can do this via our Website. Establishing a **gbaSI™** Account requires you to provide us with certain information about you. It is a condition to your use of our Website that all information you provide to us be correct, current, and complete, and you agree that all information you provide to us will be correct, current, and complete. You also agree that all information you provide to us will be governed by our Privacy Policy, and you consent to all actions we take with respect to that information consistent with our Privacy Policy.

**Account Security**

Your Account is personal to you. If you choose, or are provided with, a username, password, or any other item of information as part of our security procedures, that information is confidential, and you agree to not disclose any of that information to any other person. You also agree to no provide any other person with access to our Website or your Account using your username, password, or other security information. You also agree to notify us immediately if you learn of any unauthorized access to or use of your username or password or any other breach of security. Helpful practices include ensuring that you exit from your Account at the end of each session and using particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time and in our sole discretion, including if we believe that you have violated any of these Terms.

**Account Security**

Your Account is personal to you. If you choose, or are provided with, a username, password, or any other item of information as part of our security procedures, that information is confidential, and you agree to not disclose any of that information to any other person. You also agree to no provide any other person with access to our Website or your Account using your username, password, or other security information. You also agree to notify us immediately if you learn of any unauthorized access to or use of your username or password or any other breach of security. Helpful practices include ensuring that you exit from your Account at the end of each session and using particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time and in our sole discretion, including if we believe that you have violated any of these Terms.

**Intellectual Property Rights**

Our Website and its entire contents, features, and functionality (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by gbaSI™, its licensors or other providers of such material., and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property and proprietary right laws.

The name “gbaSI™” and all related names, logos, products and service names, designs, and slogans are trademarks of gbaSI™ or our Affiliates or licensors. You must not use any of these trademarks without our prior written permission. All other names, logos, products, and service names, designs, and slogans on our Website are the trademarks of their respective owners.

**Content and User Contributions**

For purposes of these Terms: (it) “**Content**” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available on our Website and includes User Contributions; and (ii) “**User Contributions**” means any Content that you make available to use for use on our Website.

**Right to Use Content**

Subject to your compliance with these Terms, **gbaSI™** grants you a limited, non-exclusive, non-transferable, non-sublicensable license to download, view, copy, display and print Content solely in connection with your permitted use of our Website and solely for your personal and non-commercial purposes.

Subject to the limited license granted above, you acknowledge and agree that gbaSI™ and our licensors exclusively own all right, title and interest, including all associated intellectual property rights, in and to our Website and the Content, other than User Contributions. You further acknowledge that our Website and Content are protected by copyright, trademark and other laws of the United States and you agree to not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notice incorporated in or accompanying our Website or the Content.

No right, title or interest in or to our Website or any Content is transferred to you, and all rights not expressly granted to you are reserved by gbaSI™. Any use of our Website or the Content that is not permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

**Right to use User Contributions**

gbaSI™ does not claim any ownership rights in User Contributions, and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Contributions.

By providing a User Contribution, you irrevocably grant to gbaSI™ a non-exclusive, worldwide, perpetual, fully paid, sublicensable and transferable license under any and all intellectual property rights that you own or control to use, reproduce, modify, perform, display, create derivative works based upon, and otherwise exploit such User Contribution for any lawful purpose.

You represent to us that you own or control all rights to your User Contributions and that you have the right to grant to us and Account Holders the licenses granted above. You also represent to us that neither your User Contribution nor your provision and our use of your User Contributions will infringe, misappropriate or violate a third party’s intellectual property rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

gbaSI™ is not responsible or liable to you or any other person for the content, accuracy, or use by any third party of any User Contribution.

You can remove your User Contributions by specifically deleting them. However, in certain instances, some of your User Contributions (such as posts or comments you may make) may not be completely removed and copies of your User Contributions may continue to exist on our Website. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Contributions.

**Content Standards**

These content standards apply to any and all User Contributions. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

* contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
* promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
* infringe any patent, trademark, trade secret, copyright, or other intellectual property right of any other person;
* violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms or our Privacy Policy or Intellectual Property Infringement Policy;
* be likely to deceive any person;
* promote any illegal activity, or advocate, promote, or assist any unlawful act;
* cause annoyance, inconvenience, or needless anxiety;
* impersonate any person, or misrepresent your identity or affiliation with any person;
* involve commercial activities or sales, such as contests, sweepstakes, or other sales promotions, barter, or advertising; or
* give the impression that they emanate from anyone other than you or are endorsed by us or any other person, if that is not the case.

**Intellectual Property Infringement**

If you believe that any User Contribution violates your copyright or other intellectual property rights, please see our **Intellectual Property Infringement Policy** for instructions on sending us a notice of infringement.

**Reliance on Information Posted**

The information presented on or through our Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or by any other visitor to the Website, or by anyone who may be informed of any of its contents.

**Prohibitions Regarding Use of our Website**

You agree not to use our Website to do, or attempt to do, any of the following:

* post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party’s patent, copyright trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) is fraudulent, false, misleading or deceptive; (iii) violates or encourages any conduct that would violate any applicable law or regulation or would give rise to civil liability; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person; or (vii) promotes illegal or harmful activities or substances;
* violate any applicable federal, state, local, or international law or regulation, including any law regarding the export of data or software to and from the United States or other countries;
* seek to obtain information from a minor that would identify or aid in the identification of the minor or other exploit or harm minors in any way, including by exposing them to inappropriate content;
* send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards appearing in these Terms;
* transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, or other similar solicitation;
* impersonate gbaSI™, a gbaSI™ employee, another user, or any other person; or
* engage in any conduct that restricts or inhibits any other person’s use or enjoyment of our Website or that harm’s or may harm gbaSI™ or any of our users.

Additionally, you agree to not do, or attempt to do, any of the following:

* Use our Website in any manner that could disable, overburden, damage, or impair our Website or interfere with any other person’s use of our Website, including their ability to engage in real time activities through our Website.
* Use any robot, spider, or other automatic device, process, or means to access our Website for any purpose, including monitoring or copying any of the material on our Website.
* Use any manual process to monitor or copy any of the material on our Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
* Use any device, software, or routine that interferes with the proper working of our Website.
* Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
* Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which our Website is stored, or any server, computer, or database connected to our Website.
* Attack our Website via a denial-of-service attack or a distributed denial-of-service attack.
* Otherwise attempt to interfere with the proper working of this Website.

If you become aware of any activity that appears to be an impermissible use of gbaSI™ or that otherwise violates these Terms, please let us know by contacting us using our Contact Us page.

**Monitoring and Enforcement**

We are not obligated to and we do not undertake to monitor or review access to or use of our Website or to monitor, review or edit any Content and, consequently, we cannot ensure prompt removal of objectionable Content after it has been posted. We assume no liability for, and hereby disclaim all liability for, use of our Website by any user or third party.

Although we are not obligated to monitor or review access to or use of our Website or to monitor, review or edit any Content, we have the right to do so for the purpose of operating our Website, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. Without limiting our rights in this regard, we expressly reserve the right to do any of the following:

* remove or refuse to post any User Contribution for any or no reason in our sole discretion;
* take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms, including the Content Standards, infringes any intellectual property right or other right of any person, threatens the personal safety of our users or the public, or could create liability for us or any of our users;
* disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy; and
* consult and cooperate with law enforcement, and take legal action, including referral to law enforcement, for any illegal or unauthorized use of our Website.

**Termination**

We may terminate your access to and use of our Website in our sole discretion at any time and without notice to you. You can stop using our Website at any time. Upon any termination, discontinuance or cancellation of your Account, all provisions of these Terms which by their nature should or are intended to survive will survive, including the provisions under the headings “Feedback”, “Intellectual Property Rights”, “Right to use Content”, “Right to use User Contributions”, “Prohibitions Regarding Use of our Website”, “Links to Third-Party Websites or Resources”, “Warranty Disclaimers”, “Limitation of Liability”, “Indemnification”, “Governing Law and Dispute Resolution”, and “General Terms”.

The termination of these Terms with respect to you shall not release you from liability to us which at the time of termination shall have already occurred or which thereafter may occur in respect of any act or omission prior to such termination; nor shall any termination of these Terms with respect to you affect in any way the survival of any right, duty or obligation which by these Terms is intended to survive such termination.

**Linking to our Website**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Our Website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission at any time and without notice.

**Links to Third-Party Websites or Resources**

Our Website may contain links to other sites and resources provided by third parties. These links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites or other resources linked to our Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites or resources.‌ ‌

Warranty Disclaimers

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or our Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR WEBSITE.

YOUR USE OF OUR WEBSITE IS AT YOUR OWN RISK. OUR WEBSITE ARE PROVIDED ON AN “**AS IS**” AND “**AS AVAILABLE**” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER gbaSI™ NOR ANYONE ASSOCIATED WITH gbaSI™ MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF OUR WEBSITE, THE CONTENT OR ANY OTHER ELEMENT OF OUR WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER gbaSI™ NOR ANYONE ASSOCIATED WITH gbaSI™ REPRESENTS OR WARRANTS THAT THE WEBSITE, THE CONTENT, OR ANY OF THE OTHER ELEMENTS OF OUR WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVERS THAT MAKE OUR WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT OUR WEBSITE WILL MEET YOUR NEEDS OR EXPECTATIONS.

gbaSI™ HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation of Liability**

NEITHER gbaSI™ NOR ANY OF ITS AFFILIATES, LICENSORS OR SERVICE PROVIDERS, OR ANY OF ITS OR THEIR RESPECTIVE STOCKHOLDERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY, “**gbaSI™ PARTIES**”) SHALL BE LIABLE FOR DAMAGES OF ANY KIND IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR WEBSITE OR ANY CONTENT, INCLUDING (I) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, (II) FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND (III) WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT gbaSI™ HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

THESE DISCLAIMERS DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Indemnification**

You agree to indemnify and hold harmless gbaSI™ and all other gbaSI™ Parties from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including reasonable attorneys’ fees) arising out of or relating to your (i) access to or use of our Website or any Content (ii) User Contributions, or (iii) violation of these Terms.

THESE DISCLAIMERS DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Governing Law and Dispute Resolution**

All matters relating to gbaSI™, these Terms or your use of our Website, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Kansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Kansas or of any other jurisdiction).

You agree that any suit, action or other proceeding you initiate against us or any other gbaSI™ Party arising out of or relating to these Terms, the Website, the App or any other element of our Website shall be initiated only in the State or Federal courts located in Johnson County, Kansas, and you consent to the personal jurisdiction of and waive any objection to the venue of such courts. We retain the right to bring any suit, action or proceeding against you for breach of these Terms in your county of residence or any other relevant county. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

If we require in our sole discretion, you agree to submit any dispute arising out of or relating to us, these Terms or your use of our Website, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Kansas law at such location in Kansas as we determine.

**General Terms**

No waiver by gbaSI™ of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of gbaSI™ to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of these Terms will continue in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without gbaSI™’s prior written consent. Any attempt by you to do so without such consent will be null and void. gbaSI™ may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. These Terms constitute the sole and entire agreement between us and you and with respect to their subject matter, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to these Terms.

**Our Contact Information**

To ask questions or comment about these Terms, or to otherwise contact us, please use our Contact Us page.