



TERMS OF SERVICE FOR BASILE CONSULTING, INC.

Introduction


Welcome to Basile Consulting, Inc.'s Terms of Service agreement. This document governs your use of Basile Consulting, Inc.'s services and outlines the terms and conditions under which these services are provided. By accessing or using any of Basile Consulting, Inc.'s services, you agree to be bound by these Terms of Service. If you do not agree with any part of these terms, you may not access or use Basile Consulting, Inc.'s services.

ARTICLE 1: Definitions

1.1 Key Terms

In this Terms of Service agreement, the following key terms shall have the meanings ascribed to them below:

- **"Basile Consulting, Inc."**: refers to Basile Consulting, Inc., with its principal place of business located at 6 Abingdon Court, Staten Island, NY 10308.
- **"Services"**: refers to the various IT consulting and technology solutions provided by Basile Consulting, Inc., including but not limited to network customization, VoIP installation, IT administration, and surveillance systems.
- **"User"**: refers to any individual or entity accessing or using Basile Consulting, Inc.'s services.
- **"Terms of Service"**: refers to this agreement, including any amendments or modifications that may be made from time to time.


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- **"Website"**: refers to Basile Consulting, Inc.'s website located at <https://basile-consulting.com/> through which users may access information about Basile Consulting, Inc.'s services and interact with the company.

ARTICLE 2: Scope of Services

2.1 Description of Services

Basile Consulting, Inc., located at 6 Abingdon Court, Staten Island, NY 10308, provides a diverse range of IT services tailored to enhance business operations and ensure robust connectivity. Our services encompass:

- **Customized Office Networks:** We specialize in setting up personalized office networks to meet the unique needs of businesses, optimizing connectivity and efficiency.
- **Voice over Internet Protocol (VoIP) Solutions:** Basile Consulting offers VoIP solutions to enhance communication within organizations, facilitating seamless and cost-effective voice and video communication over the internet.
- **Wireless Networking Solutions:** We provide wireless networking solutions to enable flexible and reliable connectivity across workplaces, promoting productivity and collaboration.
- **Server and Workstation Management:** Our team manages servers and workstations to ensure optimal performance and security, allowing businesses to focus on their core operations.

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- **Cellular Reception Enhancement:** Basile Consulting offers cell repeater services to enhance cellular reception within commercial premises, ensuring uninterrupted communication.
 - **Multimedia Solutions:** We design and implement multimedia solutions for audio and video needs, enhancing presentation and communication capabilities.
 - **Mobile Device Management:** Our services include mobile device management to streamline device usage, security, and maintenance within organizations.
 - **Security Camera Systems:** Basile Consulting specializes in the installation and management of security camera systems, providing comprehensive surveillance solutions to safeguard business assets.

2.2 Limitations or Exclusions


While Basile Consulting strives to provide comprehensive IT solutions, certain limitations or exclusions may apply to our services. These limitations may include:

- **Third-party dependencies:** Some services may rely on third-party providers, and their availability or performance may be subject to the terms and conditions of these providers.
- **Customization requirements:** Customization beyond the scope of standard service offerings may be subject to additional fees or require separate agreements.

ARTICLE 3: User Responsibilities

3.1 Expectations and Obligations

Users accessing or using Basile Consulting, Inc.'s services are expected to adhere to the following responsibilities:

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- **Compliance with Terms:** Users must comply with the Terms of Service outlined by Basile Consulting, Inc., including any additional agreements or policies referenced therein.
 - **Lawful Use:** Users agree to use Basile Consulting's services in a lawful manner, adhering to all applicable laws, regulations, and industry standards.
 - **Confidentiality:** Users are responsible for maintaining the confidentiality and security of their account credentials and any proprietary information accessed through Basile Consulting's services.

3.2 Compliance with Applicable Laws

Users must ensure that their use of Basile Consulting's services complies with all relevant laws and regulations, including but not limited to data protection and privacy laws, intellectual property rights, and regulations governing electronic communications.


ARTICLE 4: Account Registration

4.1 Process for Account Creation

If applicable, users may be required to create an account to access certain features or services provided by Basile Consulting, Inc. The account registration process typically involves providing personal information, such as name, email address, and contact details, and agreeing to the Terms of Service.

4.2 Account Security and Confidentiality

Users are responsible for maintaining the security and confidentiality of their account credentials. They must not share their account information with unauthorized individuals and



should promptly notify Basile Consulting of any unauthorized access or suspicious activity related to their account.


ARTICLE 5: Payment Terms

5.1 Description of Payment Terms:

- **Deposits:** A 33% deposit is required for all new work. If a customer cancels a job within 14 days, including weekends, a 100% refund will be issued. If cancellation occurs after 14 days, a 25% restocking/cancellation fee will be deducted from the original deposit, with the remainder refunded.
- **Fees for Specific Payment Methods:** If a customer pays via ACH or credit card, applicable fees will be added to the final invoice. Clients must inform Basile Consulting prior to the issuance of the final invoice if they choose these payment methods. If not informed beforehand, a separate invoice will be sent for these fees.
- **Certificate of Insurance (COI):** Basile Consulting will provide a Certificate of Insurance upon request to clients.

5.2 Policies Regarding Refunds, Cancellations, and Late Payments

- **Refunds:** Basile Consulting's refund policy is outlined in individual service agreements or quotations. Clients may be eligible for refunds in accordance with the terms specified therein.
- **Cancellations:** Clients may request cancellations of services by providing written notice to Basile Consulting. Cancellation policies, including any applicable fees or penalties, will be outlined in service agreements or communicated separately to clients.

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- **Late Payments:** A late fee of 15% will be charged on any unpaid balances past their due date. This balance will compound for every additional unpaid day. Payment terms are typically Net 15 or Net 30, as agreed upon.

ARTICLE 6: Intellectual Property Rights

6.1 Ownership of Content and Intellectual Property Rights

Basile Consulting, Inc. asserts ownership of all content and intellectual property rights associated with its services, including but not limited to:

- Original works of authorship
- Software and applications
- Designs, graphics, and multimedia content
- Trademarks, logos, and branding elements

6.2 Permitted and Prohibited Uses

- **Permitted Uses:** Clients are granted a limited, non-exclusive, non-transferable license to use Basile Consulting's intellectual property solely for the purpose of receiving and utilizing the services provided. Any use beyond the scope of this license requires prior written consent from Basile Consulting.
- **Prohibited Uses:** Clients are prohibited from reproducing, modifying, distributing, or sublicensing Basile Consulting's intellectual property without explicit authorization. Unauthorized use or infringement of Basile Consulting's intellectual property rights may result in legal action and termination of services.



ARTICLE 7: Confidentiality

7.1 Obligations Regarding Confidentiality

Basile Consulting, Inc. recognizes the importance of maintaining the confidentiality of proprietary information shared during the provision of services. Clients and users agree to:


- **Confidentiality Agreement:** Basile Consulting may require clients to sign a separate confidentiality or non-disclosure agreement (NDA) to protect sensitive information shared during the course of service provision.
- **Protection of Proprietary Information:** Clients and users agree to safeguard Basile Consulting's proprietary information and trade secrets, including but not limited to business strategies, technical data, and client-specific information.
- **Limited Disclosure:** Confidential information shared between Basile Consulting and clients/users may only be disclosed to authorized individuals within the client's organization on a need-to-know basis.

ARTICLE 8. Limitation of Liability

8.1 Disclaimer of Warranties and Limitation of Liability

Basile Consulting, Inc. provides its services on an "as is" and "as available" basis, without any warranties or representations, express or implied. Basile Consulting disclaims all warranties, including but not limited to:

- **Implied Warranties:** Basile Consulting makes no warranties regarding the accuracy, reliability, or completeness of its services, and disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

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- **Limitation of Liability:** Basile Consulting shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with the use or inability to use its services, including but not limited to loss of profits, data, or goodwill.

8.2 Indemnification Provisions

Clients agree to indemnify and hold Basile Consulting, Inc., its officers, directors, employees, and agents harmless from and against any claims, damages, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or in connection with:


- **Client's Use of Services:** Clients' use of Basile Consulting's services, including any violation of the Terms of Service or infringement of third-party rights.
- **Breach of Agreement:** Any breach of the Terms of Service, confidentiality agreements, or other agreements between Basile Consulting and clients.

ARTICLE 9: Termination

9.1 Conditions for Termination or Suspension

Basile Consulting, Inc. reserves the right to terminate or suspend user access to its services under the following conditions:

- **Breach of Terms:** Basile Consulting may terminate or suspend services if a user breaches any provision of the Terms of Service, including failure to make timely payments, violation of confidentiality agreements, or unauthorized use of Basile Consulting's intellectual property.

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- **Legal Compliance:** Basile Consulting may terminate or suspend services if required to do so by law or if it determines, in its sole discretion, that continued provision of services would violate applicable laws or regulations.

9.2 User Rights and Obligations Upon Termination

Upon termination or suspension of services, users agree to:


- **Cease Use:** Users must immediately cease all use of Basile Consulting's services and return or destroy any confidential information or materials provided by Basile Consulting.
- **Payment Obligations:** Users remain liable for any outstanding fees or payments owed to Basile Consulting up to the date of termination or suspension.

ARTICLE 10: Dispute Resolution

10.1 Procedures for Resolving Disputes

In the event of any dispute arising between Basile Consulting, Inc. and users regarding the interpretation or enforcement of the Terms of Service or any related agreements, the following procedures shall apply:

- **Negotiation:** The parties agree to attempt to resolve any disputes amicably through good-faith negotiations. Each party shall designate a representative with the authority to settle the dispute.
- **Mediation:** If negotiation fails to resolve the dispute, the parties may agree to submit the dispute to mediation by a neutral third party mutually agreed upon by both parties. The



mediator's role is to facilitate communication and assist the parties in reaching a mutually acceptable resolution.

- **Arbitration:** If mediation is unsuccessful, or if the parties elect to bypass mediation, any unresolved disputes shall be submitted to binding arbitration in accordance with the rules of arbitration. The arbitrator's decision shall be final and binding on both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ARTICLE 11: Modifications to the Terms

11.1 Statement on Updates to the Terms


Basile Consulting, Inc. reserves the right to update or modify the Terms of Service from time to time at its sole discretion. Any changes to the Terms will be effective immediately upon posting on the Basile Consulting website or through other means of communication provided by Basile Consulting.

11.2 Notification Procedures

Basile Consulting will make reasonable efforts to notify users of any material changes to the Terms of Service. Notification may be provided through email, website announcements, or other forms of communication deemed appropriate by Basile Consulting. Users are responsible for regularly reviewing the Terms of Service to stay informed of any updates or modifications.

ARTICLE 12: Governing Law

12.1 Choice of Law



The interpretation, enforcement, and validity of the Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

12.2 Jurisdiction

Any legal action or proceeding arising out of or related to the Terms of Service shall be brought exclusively in the state or federal courts located in the State of New York. By agreeing to the Terms of Service, users consent to the jurisdiction of such courts and waive any objection to venue in such courts on the grounds of forum non conveniens or otherwise.

ARTICLE 13: Waiver

13.1 Waiver of Rights

No waiver by Basile Consulting, Inc. of any term or condition set forth in the Terms of Service 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 Basile Consulting to assert a right or provision under the Terms of Service shall not constitute a waiver of such right or provision.

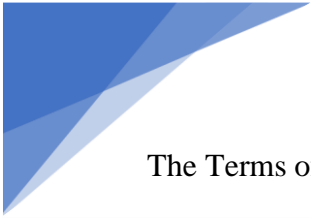
ARTICLE 14: Assignment

14.1 Assignment of Rights

Users may not assign or transfer their rights or obligations under the Terms of Service to any other party without the prior written consent of Basile Consulting, Inc. Any attempted assignment or transfer in violation of this provision shall be null and void.

ARTICLE 15: Governing Language

15.1 Language of the Terms



The Terms of Service are originally drafted in the English language. In the event of any conflict or discrepancy between the English version and any translated version, the English version shall prevail.

ARTICLE 16: Severability

If any provision of the Terms of Service is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. Any invalid, illegal, or unenforceable provision shall be replaced with a valid and enforceable provision that most closely matches the intent of the original provision.

ARTICLE 17: Entire Agreement

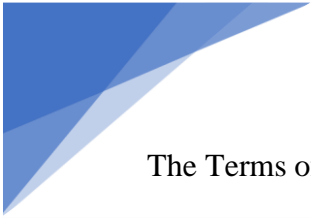
The Terms of Service constitute the entire agreement between Basile Consulting, Inc. and users regarding the subject matter herein and supersede all prior or contemporaneous agreements, communications, and understandings, whether written or oral, between the parties regarding such subject matter.

ARTICLE 18: Contact Information

For questions or concerns regarding the Terms of Service or any related matters, users may contact Basile Consulting, Inc. at:

- **Email:**
- **Phone:** (718) 841-0599
- **Address:** 6 Abingdon court, Staten Island NY 10308.

ARTICLE 19 : Effective Date



The Terms of Service shall be effective as of 30 April 2024. Any use of Basile Consulting, Inc.'s services after this date signifies acceptance of the Terms of Service.