

# TERMS & CONDITIONS

Global Spirits USA LLC – Application Use Agreement

Effective Date: [Insert Date]

Last Updated: [Insert Date]

Welcome to the Global Spirits USA LLC application and related services (the “App”, “Platform”, or “Services”). These Terms & Conditions (“Terms”) govern access to and use of the App and any related tools, features, or services provided by Global Spirits USA LLC (“Company,” “we,” “our,” or “us”).

By accessing, installing, or using the App, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use the App.

## 1. Purpose of the App

The App is provided exclusively for authorized personnel and approved users to support the performance of job-related functions, including but not limited to:

- sales and customer management activities
- retail execution and merchandising tasks
- communication with accounts, distributors, and partners
- reporting, documentation, compliance support, and productivity tracking

The Company provides this App to promote transparency, efficiency, accountability, and quality in the performance of professional duties.

## 2. Eligibility and Authorization

This App is intended only for:

- employees, contractors, consultants, and authorized representatives of Global Spirits USA LLC
- users who have been granted access credentials by the Company

You represent that you are authorized to use the App and will use it strictly for legitimate business purposes.

## 3. Employee/Authorized User Acknowledgment

By using the App, you voluntarily confirm the following:

I, {employee.FullName}, DOB {employee.DateOfBirth:dd.MM.yyyy}, holding the position of {employee.PositionName} at Global Spirits USA LLC, hereby confirm that, for the purpose of transparency, efficiency, and quality in performing my official duties, I voluntarily agree to the standard Terms & Conditions established by the Company in order to use this application while carrying out my duties.

#### 4. Use of Camera, Photos, Video, and Audio Recording

##### 4.1 Authorized Recording for Work Purposes

To support documentation, quality control, training, compliance, and work verification, the App may enable or request the use of:

- camera (photo/video)
- microphone (audio)
- uploaded media files (images, videos, recordings)
- location services (if enabled and permitted)

When used appropriately, these features can help confirm the status, condition, or completion of work tasks.

##### 4.2 Voluntary Recording During Official Duties

If you use the App's camera, video, or audio recording features, you confirm such use is voluntary and performed only in connection with your professional duties.

##### 4.3 Notice and Consent Requirement

Before capturing photo/video or audio recording that includes other individuals (such as customers, store employees, vendors, delivery drivers, or members of the public), you agree that you will:

- clearly notify any individual who may be recorded, and
- obtain consent from them before recording whenever required by law

You are responsible for complying with all applicable recording and consent laws, rules, and regulations in the jurisdiction where you are operating.

##### 4.4 Restricted Locations and Prohibited Recording

You agree you will not use the App to record in any manner that violates policy, law, or store rules, including but not limited to:

- restricted back-office areas without permission
- private areas such as bathrooms or break rooms
- areas where recording is prohibited by posted policy
- any location where recording is unlawful or inappropriate

The Company reserves the right to investigate any misuse of recording tools and may revoke access immediately.

#### 5. Acceptable Use Policy

You agree to use the App lawfully, ethically, and professionally. You may not:

- use the App for personal purposes unrelated to work
- share access credentials with unauthorized persons
- upload false, misleading, or manipulated content
- harass, threaten, intimidate, or record individuals improperly
- use the App in a way that violates any law or third-party rights
- attempt to reverse engineer, hack, disrupt, or bypass App security
- introduce malware, viruses, or harmful code

Any misuse may result in disciplinary action, termination of access, or legal consequences.

#### 6. Company Ownership and Intellectual Property

All materials and content associated with the App are the property of Global Spirits USA LLC or its licensors, including:

- software, features, and design
- workflows and internal processes
- forms, templates, reporting tools
- trademarks, logos, and brand assets
- training content and operational materials

You are granted a limited, revocable, non-transferable license to use the App solely for authorized business purposes.

#### 7. Data, Content Uploads, and User Submissions

## 7.1 Work Product

Any content created, uploaded, submitted, or recorded using the App in connection with work duties may be considered Company business records and work product, including:

- photos, videos, audio recordings
- task confirmations and reports
- written notes and account activity
- compliance or execution evidence

## 7.2 Accuracy Requirement

You agree that all submissions must be accurate and truthful to the best of your knowledge.

## 7.3 Content Monitoring

To the extent permitted by law, the Company may review content uploaded to the App for quality assurance, operational compliance, fraud prevention, and internal investigation and training purposes.

# 8. Privacy and Confidentiality

## 8.1 Confidential Business Information

You agree to protect and not disclose any confidential information, including but not limited to:

- customer data and pricing
- distribution terms and contracts
- internal strategy, sales numbers, targets
- employee information
- operational processes and trade secrets

You must not share Company data from the App with unauthorized persons.

## 8.2 User Responsibility

You are responsible for keeping your device secure, including:

- enabling passcodes or biometric lock
- not leaving devices unattended
- logging out when necessary

If your device is lost or stolen, you must notify the Company immediately.

#### 9. Location Services (If Enabled)

Certain features may request access to location services (GPS). If enabled, location data may be used for work-related purposes such as route verification, territory management, store visit validation, and workflow optimization.

You may be able to adjust these permissions in your device settings, subject to your role and Company requirements.

#### 10. Compliance with Laws and Policies

You agree to comply with:

- all applicable federal, state, and local laws
- store policies and posted guidelines
- Company policies and codes of conduct
- any applicable privacy/recording laws

You understand that laws regarding audio/video recording vary widely by location.

#### 11. Device Usage and Security

When using the App, you must:

- use only authorized devices when required
- install updates as provided
- avoid jailbroken or compromised devices
- avoid using public/unsecured Wi-Fi for sensitive work unless protected

The Company is not responsible for damage to personal devices resulting from use of the App, except where required by law.

#### 12. No Guarantee of Availability

We strive to provide reliable access, however the App is provided "as is" and "as available." We do not guarantee uninterrupted access, error-free operation, compatibility with every device, or that all features will always be available.

#### 13. Disciplinary Action and Termination

The Company may suspend or terminate access to the App at any time, with or without notice, if you:

- violate these Terms
- misuse camera/audio functions
- breach confidentiality
- engage in misconduct
- are no longer authorized or employed

Upon termination, you must stop using the App immediately.

#### 14. Limitation of Liability

To the maximum extent permitted by law, Global Spirits USA LLC shall not be liable for indirect or incidental damages, loss of data, income, or business opportunities, device malfunctions, data loss, or third-party interruptions.

Your use of the App is at your own risk.

#### 15. Indemnification

You agree to indemnify and hold harmless Global Spirits USA LLC from claims, damages, liabilities, and expenses arising from:

- your misuse of the App
- unlawful recordings or failure to obtain consent
- violation of any law or third-party rights
- unauthorized disclosure of Company information

#### 16. Updates to These Terms

We may update these Terms at any time. Updated versions will be posted on this page with an updated "Last Updated" date. Continued use of the App after updates constitutes acceptance of the revised Terms.

#### 17. Governing Law

These Terms shall be governed by the laws of the jurisdiction where the Company is registered and/or operating, unless otherwise required by applicable law.

#### 18. Contact Information

Global Spirits USA LLC

Email: [Insert Email]

Phone: [Insert Phone]

Address: [Insert Address]

Employee Acceptance (Optional Website Section)

By using this App, I confirm that I understand and accept these Terms & Conditions.

Name: {employee.FullName}

Position: {employee.PositionName}

DOB: {employee.DateOfBirth:dd.MM.yyyy}

Signature: \_\_\_\_\_

Date: \_\_\_\_\_