

## TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of Permit Lock Design. This Site is owned and operated by **Beepvision LLC**.

By using our website [www.permitlockdesign.com](http://www.permitlockdesign.com), you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

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### 1. Intellectual Property

All content published and made available on our Site is the property of Permit Lock Design and the Site's creators. This includes, but is not limited to, images, text, logos, documents, downloadable files, and anything that contributes to the composition of our Site.

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### 2. Use of Our Website

- You may use this Site for lawful purposes only.
- You agree not to copy, distribute, or misuse any content, drawings, or documents provided on this Site.
- Unauthorized use of this Site may give rise to a claim for damages.

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### 3. Services

- We provide permit drawings, submittals, shop drawings, as-built drawings, physical security services, and related documentation for access control and security projects.
- All timelines, pricing, and deliverables will be confirmed in writing once a project is accepted.
- We reserve the right to refuse or cancel a project if necessary.

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### 4. Payment & Refunds

- Payment terms will be stated in your invoice or service agreement.
- Refunds (if applicable) are handled on a case-by-case basis and must be requested in writing.

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## 5. Disclaimer of Liability

- We make every effort to ensure accuracy and code compliance, but final approval of permits rests with the local authority having jurisdiction (AHJ).
- We are not responsible for project delays or permit denials caused by incomplete information, changes requested by third parties, or code updates after delivery.

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## 6. Privacy

Your privacy is important to us. Please review our **Privacy Policy** [\[link\]](#) for details on how we collect, use, and protect your information.

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## 7. Message & Email Terms & Conditions

By providing your contact information (including mobile phone number and/or email address) and opting in, you agree to receive automated text alerts and email messages from Permit Lock Design. You confirm that you are the authorized owner or user of the contact information provided and agree to notify us if your information changes.

### 7.1 Message & Email Frequency

You may receive recurring messages and emails related to our services, updates, or promotions. These will continue until you choose to opt out.

### 7.2 Opting Out

- Text Messages: Text **STOP** to 713-282-6177
- Emails: Click the **Unsubscribe** link included in each email or contact us directly
- General Assistance: Text **HELP** to 713-282-6177, email [support@permitlockdesign.com](mailto:support@permitlockdesign.com), or call 800-565-7065

### 7.3 Message & Data Rates

Standard message and data rates may apply. Please check with your wireless provider for details. Charges may appear on your phone bill or be deducted from your prepaid balance.

### 7.4 Confidentiality

Your phone number, email address, and any other information you provide will be kept confidential and shared only as permitted under applicable state and federal laws.

## 7.5 Service Limitations

- **Text Messages:** Delivery depends on your carrier's network coverage and capacity. Messages may not be delivered if your device is out of range, if the network is overloaded, or if other factors outside our control interfere (including weather, terrain, or equipment issues). We do not guarantee delivery and are not responsible for delays, errors, or failures in transmission.
- **Emails:** Delivery may be affected by your internet service provider, spam filters, or other technical issues outside our control.

## 7.6 Liability

Permit Lock Design will not be liable for any direct, indirect, incidental, consequential, or special damages related to your participation in this messaging or email program, including issues related to delivery, message/email content, or reliance on information provided.

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## 8. Work Hours Policy

Permit Lock Design performs all professional services during normal business hours, defined as: **Monday – Friday, 8:00 AM – 5:00 PM (excluding holidays).**

### 8.1 Work Outside Normal Hours

Any request to perform services or project activities outside of normal business hours is considered out of scope and will result in additional project costs.

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## 9. Payment Terms

1. **Purchase Order** – A valid Purchase Order (PO) is required before work begins.
2. **Payment Due** – The full invoice amount is due after Permit Lock Design completes the job.
3. **Invoice Due Date** – All invoices are due and payable within 5 days of the invoice date.
4. **Late Payments** – Past due balances are subject to interest charges at 1.5% per month (18% annually) until paid in full.
5. **Credit Review** – Payment terms are subject to change at any time based on a review of the customer's credit.

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## **10. Attorney's Fees**

The Customer agrees to reimburse Permit Lock Design for all reasonable attorney's fees, court costs, and related expenses incurred in enforcing or attempting to enforce any rights under this Agreement, including actions against any guarantors, or in connection with any matters related to this Agreement.

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## **11. Governing Law**

These Terms & Conditions are governed by the laws of **Harris County, Texas**, without regard to conflict of law principles.

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## **12. Non-Solicitation of Employees**

The Customer agrees not to hire, solicit, or otherwise engage the services of any Permit Lock Design employee for a period of **two (2) years** from the date of this Agreement.

Any breach will result in liquidated damages equal to the annual compensation of the employee solicited or hired. This amount represents a reasonable estimate of actual damages and is not intended as a penalty.

Permit Lock Design may pursue additional legal remedies if necessary.

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## **13. Arbitration**

This Agreement is subject to **binding arbitration**. Any dispute between the Customer and Permit Lock Design shall be resolved through arbitration in **Houston, Harris County, Texas**, in accordance with the **Commercial Arbitration Rules of the American Arbitration Association ("AAA")**.

- Arbitration will be conducted by a single arbitrator selected pursuant to the AAA Rules.
- Arbitration must be initiated by written demand from the party seeking arbitration.
- The arbitrator's decision shall be final, binding, and conclusive, and judgment may be entered in the District Court of Harris County, Texas.
- Arbitration proceedings shall be private and confidential.
- All matters, hearings, and awards shall remain confidential, except as necessary to enforce the arbitration award.

This agreement to arbitrate is specifically enforceable in the District Court of Harris County, Texas.

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## **14. Waiver of Jury Trial**

The Customer and Permit Lock Design knowingly and voluntarily **waive any right to a trial by jury** in any action, proceeding, or counterclaim arising out of or relating to this Agreement. All disputes shall be resolved exclusively through binding arbitration.

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## **15. Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and its security, including passwords or sensitive information.
2. All personal information you provide is accurate and up to date. You agree to update your account information if it changes.

We reserve the right to suspend or terminate accounts used illegally or in violation of these Terms & Conditions.

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## **16. Limitation of Liability**

Permit Lock Design and its directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, or expenses (including legal fees) arising from your use of the Site.

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## **17. Indemnity**

Except where prohibited by law, by using this Site you agree to indemnify and hold harmless Permit Lock Design, its directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities, or expenses (including legal fees) arising from your use of the Site or violation of these Terms and Conditions.

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## **18. Severability**

If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision will be removed, and the remaining provisions will remain valid and enforceable.

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## **19. Changes**

These Terms and Conditions may be updated from time to time to remain compliant with the law and reflect changes in our operations. Users will be notified by email or through a notice on the Site.

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## **20. Contact Details**

For help at any time:

- Text **HELP** to 713-282-6177
- Call **800-565-7065**
- Email **support@permitlockdesign.com**

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## **21. Force Majeure**

Permit Lock Design shall not be held responsible for any failure or delay caused by events beyond its reasonable control, including natural disasters, strikes, pandemics, power outages, or government actions. Project timelines will be extended accordingly, and the Customer will be notified as soon as reasonably possible.

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## **22. Entire Agreement**

This Agreement, together with any invoices, purchase orders, and referenced policies, constitutes the **entire agreement** between the Customer and Permit Lock Design and supersedes all prior agreements, communications, or representations, whether written or oral.

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## **23. Termination**

Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term, including non-payment or violation of applicable laws. Termination does not relieve the Customer of the obligation to pay for work completed prior to termination.

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## **24. Warranties / Guarantee of Permit Approval**

Permit Lock Design provides all drawings, documents, and services on an “**as-is**” basis. We guarantee that the work we deliver will **meet applicable code requirements** and **obtain permit approval** from the relevant authority having jurisdiction (AHJ), provided that:

1. The Customer supplies **accurate and complete information** necessary for the permit process.
2. No changes are made by the Customer or third parties that affect compliance after delivery.
3. The AHJ does not impose requirements that were **not in effect or reasonably foreseeable** at the time of submission.

While we guarantee permit approval under these conditions, Permit Lock Design **cannot be held responsible for delays or denials** caused by factors outside our control, such as unforeseen AHJ policy changes, force majeure events, or errors in information supplied by the Customer.

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## **25. Amendments in Writing**

No modification or amendment of this Agreement shall be valid unless in writing and signed or formally approved by Permit Lock Design. Verbal promises or agreements not documented in writing are not binding.

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## **26. Permitting**

Permit Lock Design will assist with the permitting process. All costs and labor associated with permitting will be billed to the Customer at cost.

- The Access Control permit will be filed with the city or county as a separate, standalone permit, not part of the Certificate of Occupancy permit.
- After submission, no changes can be made to the plans. If the design of the access control is altered by the Customer or another trade, additional fees will apply.
- Permit Lock Design is not responsible for failing lock inspections due to Customer-provided fire panels or exit signs that are malfunctioning or incorrectly designed.
- Permitting fees and inspections are based on work being performed during normal business hours: Monday – Friday, 7:00 AM – 3:30 PM. Additional costs may apply for after-hours permitting or inspection.

- The Customer must provide CAD lighting plans showing the location of fire pulls, exit signs, prior to installation. If CAD plans are not provided, an additional design fee will be billed.
- The Customer must provide a copy of the Certificate of Occupancy number, if applicable.

**Effective Date: September 9, 2025**