

THE TERMS OF SERVICE (the "Agreement")

is between you, The Client, namely you the User of this website & services

and The Contractor,

Smart Home Setup

are as follows:

IN CONSIDERATION OF the matters described in the Agreement is of the mutual benefits and obligations set forth in this Agreement of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree to:

Terms of Agreement

- The term of this Agreement (the "Term") will begin on the submission date of the Service agreement form and will remain in full force and effect until the end of time so long as you are using our Website and / or Services.
- We reserve the right to update, amend, change or modify our Terms of Service at any given time, with or without notice.
- As the Client, it is your responsibility to periodically review the Terms of Service on our Website. The Update **DATE** is posted at the end of the Agreement, bottom right corner.

Background

- The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- The Contractor is agreeable to providing said services to the Client on the terms and conditions set out the work order.

Capacity / Independent Contractor

- In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee or affiliate.
- The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service that ends after the Service is rendered

Currency & Fees

- All Monetary amounts referred to are in CAD (Canadian Dollars).
- The Client agrees that at the end of the service, when the Terms have been met and fulfilled to the Clients Satisfaction hereby releases the Contractor from any further services or obligations for the Agreement.
- The Client agrees to give no less that 48 Hours Notice for Cancellation.
- The Client will agree to pay the amount in full when the Services are completed.

Services Provided

- The Client hereby agrees to engage the Contractor to provide the Client the services that are requested on the Work Form.
- The Client agrees that the service was installed, set up and in proper working order upon payment for Services.
- The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and to adhere to the set date and time for the appointment.
- Any services provided for the hardware will only apply to that hardware and does not extend to any replacements of said products.

Compensation

- In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to the full amount of the payment for the services already provided at the time of termination.

Right of Substitution

- The Contractor may, at the Contractor's absolute discretion, engage a third party subcontractor to perform some or all of the obligations of the Contractor under this Agreement.
- The Client will not hire or engage any third parties to assist with the provision of the Service(s) unless it is part of the agreement or the client has written permission from the Contractor to do so.
- The Client will not perform or engage in any work in relation to the Service unless explicitly directed to do so by the Contractor.
- In the event that the Contractor hires a subcontractor, the Client acknowledges that they are responsible for all costs incurred by the subcontractor.

Confidentiality

- Confidential information (the "Confidential Information") refers to any data or information relating to the Parties, whether business or personal, which would reasonably be considered to be private or proprietary to the Parties and that is not generally known and where the release of

the Confidential Information could reasonably be expected to cause harm to the Parties.

- The Parties agree that they will not disclose, divulge, reveal, report, duplicate or use, for any purpose, any Public Information or Confidential Information which the Parties has obtained, except as authorized by the Parties or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement.

Ownership of Intellectual Property

- All intellectual property and related material, Registrations, Accounts, Content created on behalf of the Client that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
- The Contractor will not use the Intellectual Property for any purpose other than to perform the services for the client. The Contractor is not responsible for any and all damages, costs, legal fees resulting from the unauthorized or misuse of the Intellectual Property.
- The Client agrees to maintain their products, accounts, subscriptions, fee's solely during & after the Service is provided.

Warranty & Technical Issues

- The Client acknowledges the following:
 - **Manufacturer's Warranty:** A guarantee provided by the manufacturer that covers defects in materials, workmanship, or functionality of a product for a specified period after purchase. This warranty ensures that the manufacturer will repair or replace the product if any issues arise during the covered time-frame.
 - **No Technical Support:** The Contractor does not provide technical support or assistance beyond the initial installation / setup. Users are encouraged to seek professional advice from the manufacturer or consult relevant documentation. Any **Further assistance** by the Contractor signifies a **NEW** agreement.
 - **Manufacturer's Responsibility for Technical Issues:** The manufacturer assumes responsibility for addressing technical issues related to the product. This includes troubleshooting, repairs, and/ or ensuring that the product functions as it was intended by the manufacturer.
 - **Limited Liability:** The Contractor shall not be liable for any direct, indirect, incidental, special, or consequential damages/intentional or accidental, reset's/alterations made or resulting from the use or inability to use the hardware/device/application/account(s). This includes, yet not limited to, damages related to data loss, business interruption, loss of income, emotional distress, unrest, personal injury and/or legal fees.

Alterations & Changes to Property

- The Client affirms they are the legal owner of the property & premises or have written permission from the owner to perform the work requested.
- The Client agrees and authorizes any and all attachment, changes or alterations to either the interior and/or exterior of the property or premises to accommodate the Installation services being provided.
- The Client agrees to waive the Contractor from liability for yet not limited to, removal, repairs, replacements, legal costs, damages, fees, and any other cost arising from the installation, unauthorized access or misuse of the device being installed.
- The Client asserts they have Damage Insurance for the Property and the appropriate Permits, if required, for the Property where the services are being performed.

Governing Law

- This Agreement will be governed in accordance with the laws of the Province of Alberta.
- The Client asserts they hold responsibility for and have checked with local authorities, laws, by-laws, building codes or regulations ensuring the services being performed on their behalf are permitted under the law.

ALL RIGHTS RESERVED