

# **This Terms of Service Agreement (the ‘Agreement’)**

is entered into between **Smart Home Setup** (‘Contractor’) and **you, the user of this website and its services** (‘Client’)

**IN CONSIDERATION OF** the mutual benefits and obligations set forth herein, the Parties agree as follows:

## **Terms of Agreement**

- **Term of Agreement**  
The term of this Agreement (the “Term”) shall commence on the date the Client submits the Service Agreement form and shall remain in effect for as long as the Client continues to use the Contractor’s Website and/or Services.
- **Modifications to Terms**  
The Contractor reserves the right to update, amend, or modify this Agreement at any time, with or without prior notice. Any such changes will be effective immediately upon posting to the Website.
- **Client Responsibility**  
It is the Client’s responsibility to review the Terms of Service periodically. The most recent update date is indicated at the bottom right corner of this Agreement.

## **Background**

- The Client acknowledges that the Contractor possesses the necessary qualifications, experience, and capabilities to provide the agreed-upon services.
- The Contractor agrees to provide such services to the Client in accordance with the terms and conditions outlined in the applicable work order.

## **Capacity / Independent Contractor**

- The Contractor is engaged as an independent contractor and not as an employee, partner, agent, or affiliate of the Client. Nothing in this Agreement shall be construed to create a joint venture, partnership, or employer-employee relationship between the Parties.
- This Agreement is strictly a contract for services, which concludes upon completion of the agreed-upon work.
- The Client and Contractor further acknowledge that all third-party trademarks, logos, brand names, or other intellectual property referenced or displayed in connection with the Services are the property of their respective owners. No endorsement, affiliation, or association is implied or intended between the Contractor and any such third party.

## **Currency & Fees**

- All monetary amounts referenced in this Agreement are stated in Canadian Dollars (CAD).

- The Client agrees to pay the full amount due upon completion of the Services, provided the Services have been rendered in accordance with the terms of this Agreement and to the Client's reasonable satisfaction. Upon such payment, the Contractor shall be released from any further obligations under this Agreement.
- The Client agrees to provide no less than forty-eight (48) hours' notice for any cancellation of scheduled Services. Failure to provide such notice may result in a cancellation fee, at the Contractor's discretion.

## **Services Provided**

- The Client agrees to engage the Contractor to perform the services specified in the submitted Work Form.
- The Client acknowledges that, upon payment, the services have been completed, installed, and set up in proper working order to the Client's reasonable satisfaction.
- Both Parties agree to take all necessary steps to ensure the effective execution of this Agreement, including adherence to the scheduled appointment date and time.
- Services provided under this Agreement apply solely to the hardware listed in the Work Form and do not extend to any future replacements, upgrades, or unrelated equipment.

## **Compensation**

- If the Client terminates this Agreement prior to the completion of the Services, but after the Contractor has partially performed the Services, the Contractor shall be entitled to compensation for the portion of Services rendered up to the date of termination. Such compensation shall be calculated based on the agreed-upon rates or fees and shall be payable in full upon termination.

## **Alterations & Changes to Property**

- The Client affirms that they are the legal owner of the property or premises where the Services are to be performed, or that they have obtained written authorization from the legal owner to proceed with the requested work.
- The Client grants the Contractor permission to make any necessary attachments, modifications, or alterations to the interior and/or exterior of the property as required to complete the installation services.
- The Client agrees to release and hold harmless the Contractor from any liability, including but not limited to costs associated with removal, repairs, replacements, damages, legal claims, or misuse of the installed equipment, whether intentional or accidental.
- The Client further affirms that they have obtained any required permits and maintain adequate property damage insurance for the premises where the Services are being performed.

## **Additional Costs and Subcontracted Work**

- In the event that the Contractor determines that additional work is required to complete

the Services—such as modifications, repairs, or structural adjustments—the Contractor may engage a qualified third-party subcontractor to perform such work

- The Client acknowledges and agrees that any costs associated with subcontracted work are separate from and in addition to the Contractor's service fees. These costs will be communicated to the Client in advance and must be approved in writing prior to commencement of the additional work.
- The Client shall not undertake any work related to the Services unless explicitly directed to do so by the Contractor.
- The Contractor shall not be responsible for delays or issues arising from the Client's refusal to approve necessary subcontracted work.

## **Confidentiality**

- For the purposes of this Agreement, "Confidential Information" refers to any non-public, proprietary, or personal information disclosed by either Party, whether oral, written, electronic, or otherwise, that a reasonable person would consider private or sensitive in nature.
- The Parties agree to maintain the confidentiality of all Confidential Information and to use such information solely for the purpose of fulfilling their obligations under this Agreement. Confidential Information shall not be disclosed, duplicated, copied, or used for any purpose other than the performance of the Services, except with prior written consent or as required by law.
- The Contractor affirms that any personal information collected from the Client is necessary solely for the provision of Services and will be handled in accordance with applicable privacy laws. Such information will not be shared with third parties, stored beyond what is reasonably required, or used for marketing or unrelated purposes.
- These confidentiality obligations shall remain in effect during the Term of this Agreement and shall survive its termination indefinitely

## **Network Access and Connectivity**

- The Client authorizes the Contractor to access the Client's home Wi-Fi network and related connectivity systems as necessary to perform the requested Services, including but not limited to device pairing, network configuration, firmware updates, and integration of smart home components.
- Such access may involve temporary connection to the Client's router, modem, or mesh network, and may occur remotely or on-site, depending on the nature of the service. The Contractor will access only the network components required to complete the requested task and will not monitor, modify, or interfere with unrelated devices or data traffic.
- The Contractor will not retain any network credentials beyond what is necessary to complete the Services, and all access will be conducted in accordance with applicable privacy laws and industry best practices.
- The Client is responsible for maintaining the security and functionality of their home network, including any passwords, firewall settings, or third-party service subscriptions required for continued operation of installed smart home devices.

## Administrative Access and Device Configuration

- The Client knowingly grants the Contractor administrative access to their Virtual Home Application or associated device applications by adding the email address *smarthomesetup.ca@gmail.com* to the user list of the relevant devices. This access is provided for the sole purpose of performing requested services.
- By providing such access, the Client authorizes the Contractor to use, modify, configure, or adjust all available settings, features, and automation's within the application or connected devices as necessary to fulfill the scope of the Services.
- The Client further acknowledges and consents to the Contractor viewing, modifying, deleting, or retaining device-generated data—such as usage logs, automation history, or performance metrics—strictly for the purpose of optimizing system functionality and improving service outcomes. Any data retained will be used solely for work-related analysis and will not be shared or used for unrelated purposes.
- The Client may revoke administrative access at any time by removing *smarthomesetup.ca@gmail.com* from their user list or shared devices. The Client understands that doing so may result in the loss or disruption of certain services, including the removal or deactivation of routines, automation's, or configurations created by the Contractor.
- If the Client chooses to re-establish access at a later date, the Contractor reserves the right to charge a re-connection fee. Additionally, any previously rendered services that must be recreated due to the removal of access may be subject to additional charges.
- All administrative access and related activities will be conducted in accordance with applicable privacy laws and industry best practices.

## Remote Access and Visual /Audio Data Handling

- The Client authorizes the Contractor to remotely access smart home devices and associated applications as necessary to perform requested services, including but not limited to software updates, configuration changes, and adjustments to automation's or device settings.
- In fulfilling such requests, the Contractor may intentionally access live or recorded video and/or audio footage from the Client's security cameras or monitoring devices when required to adjust motion sensitivity, detection zones, or other performance-related settings. This access will occur only in response to a specific service request or with prior authorization from the Client.
- The Contractor will take reasonable steps to limit access to only the footage necessary to complete the requested task and will not retain, share, or use any visual or audio content for any purpose beyond the scope of the Services.
- All remote access activities will be conducted in accordance with applicable privacy laws and industry best practices. The Contractor will not access the Client's systems for any unrelated purpose without explicit consent.

## Ownership of Intellectual Property and Ongoing Services

- All intellectual property and related material—including registrations, accounts, passwords, and custom configurations—created or configured by the Contractor on behalf

of the Client under this Agreement shall become the sole property of the Client upon full payment. The Client's use of such intellectual property shall not be restricted in any manner.

- To ensure consistent service and support, the Contractor may retain digital records of work performed—such as completed forms, configuration details, and service notes—strictly for internal reference. These records are securely stored in the Contractor's email system, organized under the Client's name, and are not shared, printed, or duplicated beyond what is necessary to fulfill service obligations.
- All retained information is handled in accordance with applicable privacy laws and used exclusively for work-related purposes. The Contractor will not access or use the Client's intellectual property for any unrelated purpose without prior written consent.
- The Client remains responsible for managing and maintaining all subscriptions, device accounts, content licenses, and fees associated with the operation or access of installed smart home equipment or third-party platforms, both during and after completion of the Services.

## **Warranty & Technical Issues**

The Client acknowledges and agrees to the following:

- **Manufacturer's Warranty:** Products installed or configured under this Agreement may be covered by a manufacturer's warranty, which typically addresses defects in materials, workmanship, or functionality for a specified period. The Client is responsible for reviewing and understanding the terms of any such warranty, including procedures for repair or replacement.
- **Contractor's Scope of Support:** The Contractor provides installation and setup services only. Ongoing technical support, troubleshooting, or post-installation assistance is not included. Any additional support requested by the Client shall constitute a new and separate agreement, subject to availability and additional fees.
- **Manufacturer's Responsibility:** The manufacturer is solely responsible for addressing technical issues related to the product, including performance, functionality, and warranty claims. The Contractor does not assume responsibility for the manufacturer's obligations or product performance beyond installation.
- **Limitation of Liability:** The Contractor shall not be liable for any direct, indirect, incidental, special, or consequential damages arising from the use or inability to use the installed hardware, software, applications, or associated accounts. This includes, but is not limited to, data loss, service interruptions, loss of income, emotional distress, personal injury, or legal expenses. The Contractor is not responsible for any issues resulting from resets, alterations, or misuse of the system after installation.

## **Final Provisions**

- This Agreement constitutes the entire understanding between the Client and Smart Home Setup regarding the subject matter herein and supersedes all prior discussions, communications, or agreements. No modification of this Agreement shall be valid unless in writing and signed by both parties.
- If any part of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## **Governing Law**

- This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in Calgary, Alberta.
- The Client affirms that they are solely responsible for ensuring that the Services requested under this Agreement comply with all applicable local laws, by-laws, building codes, and regulations. The Client further acknowledges that they have consulted with the appropriate authorities, where necessary, to confirm that the Services are permitted at the property or premises where the work is to be performed.

## **ALL RIGHTS RESERVED**

Terms of Service was last updated on : **06/21/2025**