

## **Skyline Home Technologies On-Site Services (Installation/Setup)**

### **TV, Home Theater, Computing, Home Wi-Fi Networks, Connected Devices, Smart Home, Electrical**

Throughout this document, the terms "you" and "your" pertain to the individual procuring or receiving services, while "we," "us," and "our" signify Skyline Home Technologies. By receiving services, you agree to these terms. Our staff cannot modify these terms orally or in writing.

## **Service Terms**

### **1. Definitions**

- **Company:** Refers to Skyline Home Technologies.
- **Customer:** Refers to the individual or entity engaging the Company's services.
- **Custom Project:** Refers to any work that deviates from the standard services offered by the Company. For example, a standard TV mounting service includes installation on drywall; a request to mount a TV on brick, stone, or any other non-standard surface would constitute a custom project. Custom labor must fall within the Company's scope of expertise; otherwise, it may be denied. Services initially requested by the Customer may be adjusted based on observations made by the Company. For instance, if you schedule a TV mounting without specifying the surface type and it differs from drywall, the service will be changed to meet the criteria of the work, potentially being classified as an advanced or custom service.

### **2. Adult Consent and Authorization**

A legal adult, aged 18 or older, must be present to authorize and approve all work. By granting us access, you confirm that you have obtained any necessary permissions from landlords or homeowner associations.

### **3. Safety and Environment**

We require a safe working environment and may refuse or reschedule services if health and safety standards are not met, including potential hazards such as code violations or extreme temperatures, and natural disasters. Customers are responsible for ensuring the workspace is clear of impediments such as furniture or valuables, and that necessary electrical power is available.

### **4. Labor Only**

Except where specifically stated, parts and accessories (e.g., cables, cords) are not included. Labor beyond the scope of work for a service may incur an additional charge.

### **5. Permits**

Any obligatory permit fees mandated by local regulations shall be levied at the time of installation.

### **6. Nonrefundable Charges**

Service fees, once initiated, are non-repayable.

### **7. Plaster and Drywall**

Installations on plaster or drywall surfaces may incur risks of cracking or chipping. While

we undertake reasonable efforts to mitigate such occurrences, we disclaim responsibility for any damages arising from our services.

**8. Changes and Cancellations**

Notice of alterations or cancellations must be furnished at least 24 hours prior to the scheduled appointment. We reserve the right to cancel orders if services remain incomplete or rescheduled beyond 45 days, due to circumstances not attributable to us.

**9. Cable/Satellite/Internet**

Preceding our services, cable, satellite, or internet installations are advised to ensure seamless integration. We disavow responsibility for signal issues arising from defective equipment or lines. Modifications by providers may incur additional charges for restoration.

**10. Outlets**

Electrical work should be undertaken prior to service unless explicitly encompassed within the contracted scope.

**11. PC/Tablet Use**

Certain services may necessitate access to your PC or tablet. The Customer may request the Company to enter login information on their behalf, but only under the condition that the Customer agrees to protect their information by changing passwords of any accounts accessed during the service. The Company does not alter passwords or store personal data. The Customer must sign a separate agreement authorizing the handling of their personal information. If the Customer declines to sign this agreement or refuses to enter their own login information when required, the Company will consider the service complete to the fullest extent possible without personal data and charge the full-service price due to noncompliance.

**12. Your Data/Software**

You bear sole responsibility for backing up data/software on your product and removing any media prior to service. We disclaim liability for loss, alteration, or corruption of data/software or any lost media. User credentials may be requested for product access; however, the Customer is required to enter their own information unless the separate authorization agreement is signed. In the event that the customer declines to sign this agreement and subsequently refuses to enter their own information, any incomplete service will be considered complete to the fullest extent possible without the use of personal information, and full charges will apply due to noncompliance.

**13. Delays**

While we endeavor to expedite services, we disavow liability for delays attributable to factors beyond our control.

**14. Labor Warranty**

A 30-day workmanship warranty is extended on applicable services, excluding virus/malware removal, for which no warranty is provided. Service calls within the warranty period may incur a fee, refunded upon identification of workmanship defects at our sole discretion. This warranty commences upon service completion.

**15. Documentation**

We may document services through photos/videos for quality assurance and claim resolution.

**16. Disclaimers and Limitations of Liability**

To the fullest extent permissible by law, except for the labor warranty herein, we do not proffer affirmative warranties and solely grant those implicit by law that cannot be precluded by contract under state law. We disclaim liability for incidental, indirect, or consequential damages, except in cases of gross negligence, intentional misconduct, or fraud.

**17. Dispute Resolution**

Any dispute shall be resolved through binding arbitration, except where allowed by small claims court. By agreeing, you waive the right to court litigation.

**18. Phone Calls and Texting**

We reserve the prerogative to contact you via phone or text concerning scheduling and service updates. Standard voice and data rates may apply.

**19. Membership and Cancellation**

Customers who opt for our yearly membership may cancel their membership within 30 days for a full refund, provided that no services have been used during this period. If any services have been provided after the membership was purchased, the Customer is ineligible for a refund. After 30 days, the membership fee is non-refundable, but the Customer may cancel at any time to stop future billing.

**20. Liability and Damages**

The Company and its employees are not liable for any damages to drywall or similar surfaces during the provision of services. The Customer acknowledges that such damages are a possible risk of the installation process. However, the Company accepts liability for damages if negligence on the part of the Company or its employees is clearly articulable and provable. Any claims of negligence must be documented and supported by evidence to be considered valid.

**21. Post-Completion Liability**

Upon completion of the installation, the Company is not liable for any damages or harm caused by products or equipment after they have been installed. For example, if a TV falls off its mount after installation, the Company is not responsible for any resulting damages or injuries to any person or property. The Company will conduct an investigation to ensure that no tampering occurred post-installation. All jobs are documented, and the state of completion is captured via photography and stress testing. The Company is not liable for damages resulting from acts of God or nature. The Customer voids all guarantees if products are tampered with or altered after installation.

**22. Customer Responsibilities**

The Customer agrees to ensure the work area is free of personal items, valuables, and unnecessary obstructions. The Customer is responsible for providing access to power outlets and necessary areas for service provision. Customers are advised to refrain from interacting with the tools, equipment, and products being used by the installers. The Customer should maintain a safe distance from all work being conducted. Any injuries or damages resulting from the Customer's failure to comply with this requirement are the sole responsibility of the Customer, and the Company is not liable for such incidents.

**23. Termination Clause**

Either party may terminate this Agreement upon written notice if the other party fails to

perform its obligations under this Agreement. Fees may apply for early termination without cause. If the Company denies service due to an unsuitable environment or safety concerns, a service fee will still be charged to cover costs associated with the visit and assessment.

**24. Confidentiality and Personal Information**

The Company may assist with logging into customer accounts upon request, provided that the Customer agrees to the terms of handling personal information, which includes changing passwords post-service and maintaining the security of their information. The Customer assumes full responsibility for their data and must sign a separate agreement authorizing this handling. Without this authorization, the Company will not engage with personal information, and the Customer will be responsible for any delays or incomplete work resulting from their refusal to enter necessary information. The Company does not store, share, or sell personal data, and all responsibility for safeguarding login credentials lies with the Customer. By signing the additional clause, the Customer acknowledges these terms and accepts full liability for the management of their personal information.

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**Acknowledgment and Acceptance of Terms**

By signing below, the Customer acknowledges they have read and agree to these terms and conditions.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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**Authorization for Handling Personal Information**

The undersigned authorizes Skyline Home Technologies to enter login credentials on their behalf for the purpose of service provision. The Customer agrees to change any passwords after service completion and assumes full responsibility for the security of their information. The undersigned acknowledges that without this authorization, the Company will not handle any personal information and understands that the full-service fee will apply regardless of work completion status due to noncompliance, including failure to provide necessary information for job progression.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_