

# SKYNET360 Terms and Conditions

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Effective Date: Aug 20 2024

Version. 23

Welcome to SKYNET360. By using our services, you agree to be bound by the following terms and conditions. Please read them carefully.

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## **1. Parties Involved**

Customer (you): Signatory

SKYNET360: Provider or SKYNET360

## **2. Period of Commitment**

This agreement becomes effective on the date of installation or the date of FOC (Firm Order Commitment) for signatories with transferred phone numbers. The agreement will remain in effect as per the specific service agreement you have selected (e.g., month-to-month, 12-month, or 24-month terms).

## **3. Services**

The signatory agrees to the services and monthly costs associated with the services provided by SKYNET360. Additional charges, including but not limited to installation, equipment rental/purchase, service fees, and applicable taxes, may apply.

## **4. Service Interruption Penalties**

Service may be interrupted for nonpayment or violation of these terms. SKYNET360 reserves the right to charge reconnection fees and hold the signatory responsible for outstanding charges.

## **5. Account Compensation**

The signatory may request compensation for prolonged service loss or defective equipment. Requests are subject to review, and credits are not issued for service interruptions lasting less than 72 hours.

## **6. Equipment Responsibility**

The signatory is responsible for maintaining the condition of SKYNET360-provided equipment. Equipment must be returned upon cancellation, or charges will apply.

Right to Access for Equipment Recovery:

The signatory grants SKYNET360 and its authorized representatives full and unrestricted access to the customer's premises for the sole purpose of recovering SKYNET360-owned equipment upon termination of services, non-payment, or breach of contract. This access will be coordinated with reasonable notice to the signatory and shall be limited to recovering SKYNET360 equipment. The signatory agrees to facilitate this access and cooperate fully with SKYNET360 in the timely recovery of the equipment.

## **7. Alarm System Incompatibility**

SKYNET360's digital lines are not compatible with alarm systems. The signatory releases SKYNET360 from liability for any issues arising from this incompatibility.

## **8. Technical Limitations**

The signatory acknowledges limitations in facsimile and credit card systems. SKYNET360 is not responsible for business loss due to these limitations.

## **9. Subcontracting**

Subcontracting this agreement or the services resulting from it is prohibited.

## **10. Service Calls**

Service calls unrelated to service loss from SKYNET360 will incur charges.

## **11. Scheduling Service Calls**

Service interruptions should be addressed by resetting equipment and contacting SKYNET360 if issues persist. Service visits may have a wait time during mass disruptions.

## **12. Communications Outside Standard Hours**

Billing communications may be sent at any time, including outside standard business hours. The signatory consents to receive these communications as part of this agreement.

## **13. Credit Card Agreement and Chargeback Protection**

The signatory authorizes SKYNET360 to charge their credit card for services, equipment, and fees. Chargeback disputes must be addressed directly with SKYNET360, and unauthorized disputes may result in service termination and additional penalties.

## **14. Equipment Fee and Charges**

Charges for outdoor equipment range up to \$950, and indoor Wi-Fi routers are \$250.

## **15. Return Equipment Refund**

The signatory must return equipment within 45 days of service termination for a potential refund, subject to SKYNET360's assessment. Installation costs are non-refundable.

## **16. Attorney Fees and Costs**

In the event of any dispute arising under this Agreement, the signatory agrees to pay all attorney fees and legal costs incurred by SKYNET360, including but not limited to fees for any collection efforts, enforcement of this agreement, or any other legal action taken in connection with this agreement.

## **17. Operating Policies and Legal Compliance**

This agreement is subject to SKYNET360's Operating Policies and Tennessee law. Any disputes must be resolved in Tennessee courts.

## **18. Indemnification and Liability**

The signatory agrees to indemnify and hold SKYNET360 harmless from any losses or damages resulting from the signatory's violation of this agreement.

## **19. Limitation of Liability**

SKYNET360's total liability to the signatory for any damages arising out of or related to this agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed

the total amount paid by the signatory to SKYNET360 under this agreement in the twelve (12) months preceding the event giving rise to the claim.

## **20. Force Majeure**

SKYNET360 shall not be liable for any failure to perform its obligations under this agreement if such failure results from circumstances beyond its reasonable control.

## **21. Customer Obligations**

The signatory agrees to maintain all necessary equipment and infrastructure as specified by SKYNET360 for the proper functioning of the services.

## **22. Governing Language**

This agreement is written in English, which shall be the controlling language in all respects.

## **23. Non-Waiver**

Failure by SKYNET360 to enforce any provision of this agreement shall not be deemed a waiver of future enforcement of that or any other provision.

## **24. Severability**

If any provision of this agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

## **25. Entire Agreement**

This agreement constitutes the entire understanding between the signatory and SKYNET360 regarding the subject matter hereof.

## **26. Dispute Resolution**

Any disputes, claims, or controversies arising out of or relating to this agreement shall be resolved through good faith negotiations and, if necessary, binding arbitration under the Federal Arbitration Act.

## **27. Return Equipment Refund**

Upon termination of this agreement, the signatory is required to return all SKYNET360 equipment within 45 days.

## **28.3 - Installation, Repair, Access**

The signatory grants SKYNET360 and its authorized representatives full access to their premises for the purposes of installing, maintaining, inspecting, repairing, or removing SKYNET360 equipment and/or connecting or disconnecting the services.

Right to Access for Equipment Recovery:

The signatory grants SKYNET360 and its authorized representatives the right to access the customer's premises, with reasonable notice, solely for the purpose of recovering SKYNET360-owned equipment.

## **29. Changes to Terms and Conditions**

SKYNET360 reserves the right to modify, update, or amend the terms and conditions of this agreement at any time without prior notice.