

By signing up for virtual technical assistance (“VTA”) from Mister B’s HVAC, Inc. (“Provider”) and accepting and/or utilizing the services provided by Provider, the User expressly covenants and agrees to the following:

1. User understands, acknowledges and represents that User has voluntarily requested and will receive virtual technical assistance from Provider. User further understands and acknowledges VTA is intended to correct and/or repair minor issues with your HVAC equipment. Some parts necessary for the repair of your HVAC equipment will not be available for installation by the User and must be installed by a licensed service professional. Provider does not guarantee that VTA will repair any issues or problems with User’s HVAC equipment. Provider may still be required to conduct a site visit in order to correct, repair and/or replace components on User’s HVAC equipment to ensure the functionality of User’s HVAC equipment. In such event, User will be charged in accordance with Provider’s pricing structure.

2. ASSUMPTION OF RISK: User understands, acknowledges and represents that User has voluntarily requested and will receive virtual technical assistance from Provider. User understands, acknowledges and represents that the repair and/or maintenance of HVAC equipment imposes certain risks, can be dangerous and entails both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; lack of proper equipment or other safety measures; as well as the negligence and/or omissions committed by User. User voluntarily assumes all such risks for repairs performed by User through use of VTA services provided by Provider.

3. RELEASE OF LIABILITY. User hereby irrevocably and unconditionally releases, waives, relinquishes, discharges from liability and covenant not to sue Provider from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, for repairs performed by User through use of VTA services provided by Provider, including without limitation, any claim for negligence and/or recklessness, arising from property damage, personal or bodily injury, emotional injury, illness, or death to the maximum extent allowed by law.

4. HOLD HARMLESS; INDEMNIFICATION. User agrees to indemnify and hold Provider harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by Provider, including, but not limited to, any and all attorneys’ fees, costs, damages, and/or judgments Provider incurs in the event that the repairs performed by User through the use of VTA services cause any injury, damage and/or harm to User, Provider and/or any and all other persons and entities acting in any capacity on behalf of Provider.

5. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER AND USER HEREBY EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE VTA SERVICES. ALL VTA SERVICES ARE PROVIDED ON AN “AS IS, WHERE IS” BASIS WITHOUT WARRANTY OF ANY KIND.