



SUPPORT



GEEK SQUAD 24/7 SUPPORT TERMS OF SERVICE

1. **The Plan.** These terms and conditions of this service contract ("**Terms and Conditions**") govern and describe the technical support service (the "**Service**") we will provide you under the Geek Squad 24/7 Support plan (the "**Plan**"). References to "you" and "your" are references to the person who is authorized to receive Service per Section 8, below. References to "we," "our" and "us" are referring to Best Buy and/or Geek Squad and their employees or third party service providers, as the case may be.
2. **When Your Plan Begins and Ends; Types of Plans**
 - a. Your Plan begins on the date you purchase this Plan and shall end as explained below depending on what type of Plan you purchased (the "**Service Period**"):
 - 1) **One-Time-Pay Plans.** If you paid for your Plan in one payment, based upon a specific term, Service under your Plan will end one, two, or three years from the date on which it started, depending on the length of the Plan you purchased.
 - 2) **Continuous Monthly Plans.** If you selected a month-to-month Plan, your Plan will continue indefinitely on a month-to-month basis until it is cancelled. Until the Plan described in this paragraph is cancelled, you authorize us to charge your credit or debit card at the beginning of each monthly billing period for the amount specified on your purchase confirmation or payment receipt.
 - b. **Cancellations/Renewals.** For more information on how your Plan may be cancelled or renewed, please refer to Section 9, below.
3. **What is Covered?**
 - a. This Plan provides Service for one (1) eligible device, which may be a personal computer (notebooks, laptops and desktops) or a tablet. Mobile phones are not eligible devices. You choose the single eligible device that you want covered when you request Service for the first time under this Plan and this device becomes the "**Covered Product**."
 - b. During the Service Period, we will provide you with access to in-store, telephone and web-based technical support resources. Service may include assistance with software installation, configuration and troubleshooting; password reset; interpreting system error messages and determining when hardware service is required.
 - c. The Service also includes assistance with the initial set up of your Covered Product, connecting your Covered Product to an active home network; computer tune-ups including operating system updates; fan, screen and keyboard cleaning; the labor to remove and install your hard drive or memory if you if you require an upgrade or replacement; and, upon your request, removing data from your hard drive.
 - d. Upon your request, we will diagnose and repair operating system problems and virus/malware issues causing start-up and shut down issues, slow performance, system crashes, error messages and unwanted pop-up windows.
4. **What's Not Covered?**
 - a. Troubleshooting issues that are likely to be resolved by upgrading your operating system or consumer software to the current version, if you choose not to upgrade.
 - b. Training services.
 - c. Server support including but not limited to any server administration and set up, server software applications/OS installation and support or server diagnostics and tune-ups.
 - d. Except for connecting your Covered Device to an active home network, the Service shall not include any home network support, router support or support for devices connected to your Covered Product.
 - e. Damage to or loss of any software or data that was residing or recorded on the Covered Product. This Plan does not cover the recovery or reinstallation of data, software, information or other files stored on your hard disk drives or any other data storage device.
5. **How To Obtain Service.** You may obtain service by visiting a Best Buy store in the U.S., accessing our website, www.geeksquad.com, or by calling us at 1-800-GEEKSQUAD (1-800-433-5778) 24 hours per day, 7 days per week.
6. **Your Responsibility to Back Up Data.** Prior to us servicing your Covered Device or any other equipment, it is your responsibility to (1) back up the data, software, information or other files stored on your hard disk drives or any other data storage device; and (2) remove and/or disconnect all USB flash drives, optical discs, external hard drives and other removable data storage devices and media from your Covered Device or other equipment that you provide to us.

7. Your Other Responsibilities.

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

- a. To receive web-based remote technical support, you will need to provide a high speed internet connection.
- b. You will provide information about the symptoms and causes of the issues with the Covered Product.
- c. You will respond to requests for information such as the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue.
- d. You are responsible for delivering and picking up your Covered Product for in-store service.
- e. You will be required to sign a service order disclaimer or other service order terms for certain services. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.

8. Eligibility for Service; Transferring Your Plan. We will provide Service in respect of the Covered Product to the original purchaser of this Plan or any person that is in lawful possession of the Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of it and, in some cases, whether the serial number of the device matches our records concerning the Covered Product. If ownership of the Covered Product has changed and/or the responsibility for the Plan has changed, we will, without charge, update our records to reflect the transfer of ownership and/or responsibility for the Plan as the case may be. The original purchase receipts and any service repair receipts should be transferred to the new owner. You may call 1-800-GEEKSQUAD (1-800-433-5778) to transfer your Plan.

9. Cancellation; Renewal.

- a. **Cancellation within 30 Days.** You may cancel this Plan and obtain a refund in the amount you paid for the Plan if the cancellation occurs within 30 days of the date of purchase of the Plan. At our discretion, we may deduct from any refund the value of services already provided.
- b. **Cancellation after 30 Days.**
 - 1) **One Time Pay Plan.** You may cancel a One Time Pay Plan after 30 days from the date of purchase but no refund will be due.
 - 2) **Renewed One Time Pay Plan.** If you agree to renew your One Time Pay Plan, you may cancel the renewal term and receive a full refund for the renewal term if you cancel within the first 30 days of the renewal term. If you cancel the renewal term at any time after the first 30 days, we will issue you a refund for any full months remaining under your renewal term.
 - 3) **Continuous Monthly Plan.** If you cancel a Continuous Monthly Plan at any time after the first 30 days, the cancellation will take effect at the end of the monthly billing period for which you have already been charged. The cancellation will prevent you from being charged for any further monthly billing periods.
- c. **Cancellation or Suspension of Service by Us.** We may cancel this Plan for convenience and discontinue providing service at any time upon written notice to you and issue you a pro-rata refund for any prepaid amounts. We may also cancel this Plan immediately or suspend service without notice, at our discretion, if you fail to make a payment when due or we are unable to process a credit or debit card charge or while any such charge is pending if your account is past due.
- d. **Renewals based on Plan Type**
 - 1) **One Time Pay Plan.** At our discretion, we may offer you a renewal of your One Time Pay Plan or a new service contract. Any renewal or new service contract that we offer you may contain different pricing, coverage and benefits as compared to your original Plan. We are not responsible for giving you notice of the expiration of your Plan. Therefore, you may not receive any communication from us prior to your Plan expiring unless we offer you a renewal of this Plan or a new service contract.
 - 2) **Continuous Monthly Plan.** As explained in Section 2, your Continuous Monthly Plan will continue indefinitely on a month-to-month basis until it is cancelled by you or us as explained in Section 9(a)(b) and (c) above. We will obtain your advance consent if we desire to increase the price or materially reduce the coverage or benefits under the Plan for any future billing period.

10. Privacy Policy. It is our policy to respect the privacy of its customers. For information on our privacy practices, please call 1-800 GEEK SQUAD or review our privacy policy at www.geeksquad.com/privacy/.

11. Limitations of Service. We shall not be liable for any failure or delay in performance due to any cause beyond its control. We reserve the right to refrain from providing the service and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs or other requirements of the Customer are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us.

12. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-

INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO EACH CUSTOMER.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- (I) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN; AND
- (II) OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR PLAN INCLUDING TAXES.

14. LAWS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts in Minneapolis, Minnesota. If any provision(s) of these Terms and Conditions is/are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. You agree that any cause of action arising out of or related to this Plan must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

15. ENTIRE AGREEMENT

These Terms and Conditions and your purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.

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