

**HOME WI-FI SETUP & SUPPORT
TERMS OF SERVICE**

1. **The Home Wi-Fi Setup & Support.** These terms and conditions (“**Terms and Conditions**”) govern and describe the setup assistance and technical support service (the “**Service**”) we will provide you when you (a) purchase Home Wi-Fi Setup & Support along with purchase of an eligible product(s) or service(s) (“**Connected Product(s)**”), or (b) purchase Home Wi-Fi Setup and Support on a standalone basis (collectively, the “**Home Wi-Fi Setup & Support**”). References to “you” and “your” are references to the person who is authorized to receive Service per Section 9, below. References to “we”, “our”, and “us” are referring to Best Buy and/or Geek Squad and its/their employees or third party service providers, as the case may be.
2. **When Your Home Wi-Fi Setup & Support Begins and Ends.** Your Home Wi-Fi Setup & Support begins on the date you purchase the Home Wi-Fi Setup & Support (a) in conjunction with one or more Connected Product(s), or (b) on a standalone basis, and continues in effect until the 12th- or 24th-month anniversary following the date of such purchase, depending on the length of the Home Wi-Fi Setup & Support purchased, as evidenced on your receipt, subject to extension, cancellation, or suspension, as provided in Section 10, below (the “**Service Period**”).
3. **What’s Included?** This Home Wi-Fi Setup & Support provides the following Services during the Service Period, subject to your performance of the responsibilities as described in Section 6 and Section 7, below:
 - a. **Setup:** We will provide assistance setting up your home network on a one-time basis, either in person or remotely via phone and web; this one-time setup includes configuration and customization of the network, network properties, and settings (such as the network name, parental controls, etc.), assistance connecting your wireless devices (such as access points, DSTs, mobile devices, streaming media players, gaming consoles, etc.) to your network, testing your current internet strength to assist with optimal router placement, and configuration of certain connected devices to be given Wi-Fi priority on your network, when applicable. At your request, we will also remotely update your firmware, configure your router SSID, configure your administrator user name and password, enable wireless encryption on wireless network (WPA/WPA2), establish basic print and file sharing between connected devices, educate you on power cycling, enable or disable any router configuration requests, MAC filtering, port forwarding, dual bands, guest networks, or assist in placement of DST.
 - b. **Ongoing Technical Support:** We will remotely via phone and web support the connectivity of your Connected Product(s) or the installed network during the Service Period by providing you with access to web-based and telephone technical support resources. If you are having connectivity issues with your Connected Product(s), the network and/or connectivity issues with other connected devices, you may contact us for assistance in getting your connectivity, network performance, or network security questions addressed.
 - i. **Phone or Online Support.** We will provide you with basic troubleshooting and guidance through phone or online support. Examples include performing a power cycle and checking for network connectivity. If your concern is not resolved after completing basic troubleshooting over the phone, you will be transferred to our online support staff.
 - c. **Discounted In-Home Services:** Except for the one-time in-home setup option described in Section 3a., above, which is included as part of Home Wi-Fi Setup & Support, you may request additional in-home Wi-Fi support from a Geek Squad Agent for a discounted charge per visit (pricing is subject to change).
4. **What’s Not Included?** The Home Wi-Fi Setup & Support excludes, among other things, the following:
 - a. Troubleshooting issues that are likely to be caused by malware infections or resolved by upgrading your operating system or consumer software to the current version, if you choose not to upgrade.
 - b. Training services beyond power cycling education, which we may provide as part of the initial setup.
 - c. Server support including, but not limited to, any server administration and setup, server software applications/OS installation, and support or server diagnostics and tune-ups.
 - e. Damage to or loss of any software or data that was residing or recorded on the Connected Product(s) or other network device.
 - f. Data backup or the recovery or reinstallation of data, software, information, or other files stored on your hard disk drives or any other data storage device.
 - g. Issues that stem from the internet service provider (ISP) including faulty hardware, internet availability, and speed to the home.
 - h. Computer tune ups and virus removal on any computer or device.
 - i. Resolving issues with the ISP or hardware issues at the Modem, PC, or other network device, as this may prevent us from providing installation support.
 - j. In-home visits and services, other than the initial in-home setup option described in Section 3a., above, but, at your request, you may receive additional in-home Wi-Fi support at a discounted charge, pursuant to Section 3c, above
 - k. Hardware support.
5. **How To Obtain Service.** You may obtain Services (a) by accessing our website, www.geeksquad.com/chat-with-an-agent/, from a computing device or (b) over the phone by calling us at 1-800-GEEKSQUAD (1-800-433-5778) 24 hours per day, 7 days per week.
6. **Your Responsibility to Backup Data.** You agree that prior to Geek Squad performing Services it is solely your responsibility to (a) back-up the data, software, information, or other files stored on your Connected Product(s), disk drives, or any other data storage device; and (b) 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 network devices to which you give us access.

7. Your Other Responsibilities.

To receive Services under the Home Wi-Fi Setup & Support, you agree to comply with each of the terms listed below:

- a. You will need to provide a broadband or high speed internet connection and modem with an active signal.
- b. You will need to physically install your Connected Product(s) or other network device(s); this includes attaching the antennae/cords, powering it/them up and plugging it/them into your modem.
- c. You will need to provide your Member ID (located in the email sent to you following purchase) and have physical access to your Connected Product(s) or other network device(s) when you contact us for support.
- d. You will provide information about the symptoms and causes of the issues with the Connected Product(s) or other network device(s).
- e. You will respond to requests for information such as the Connected Product(s) or other network device serial number, model, version of the operating system, and software installed, any peripheral devices connected to or installed on the Connected Product(s) or other network device, any error messages displayed, the actions which were taken before the Connected Product(s) or other network device experienced the issue, and the steps taken to resolve the issue.
- f. You must have any necessary electrical work performed prior to Service.

8. Software. Geek Squad may use tools it deems necessary for Services, including remote access, and may install software that allows you to obtain additional technology services. For software installations, you authorize Geek Squad to accept End User License Agreements on your behalf.

9. Eligibility for Service; Transferring Your Home Wi-Fi Setup & Support. We will provide Services to the original purchaser of this Home Wi-Fi Setup & Support or any person that is in lawful possession of the Connected Product(s) and/or Home Wi-Fi Setup & Support. 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 Connected Product(s) and/or Home Wi-Fi Setup & Support. If ownership of the Connected Product(s) and/or Home Wi-Fi Setup & Support has changed or the responsibility for the Connected Product(s) and/or Home Wi-Fi Setup & Support has changed, we will, without charge, update our records to reflect the transfer of ownership or responsibility for the Connected Product(s) and Home Wi-Fi Setup & Support, 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 Home Wi-Fi Setup & Support and Connected Product(s).

10. Cancellation; Renewal.

- a. **Cancellation by You.** Subject to the terms below, to cancel your Home Wi-Fi Setup & Support you must call Geek Squad at 1-800-GEEKSQUAD (1-800-433-5778) and request that your Home Wi-Fi Setup & Support be cancelled. It may take up to 20 business days for your cancellation request to be processed.
- b. **Your Cancellation within 30 Days of Initial Purchase.** You may (i) cancel your Home Wi-Fi Setup & Support (if it was purchased on a standalone basis) or (ii) return your Connected Product and cancel your Home Wi-Fi Setup & Support (if these were purchased as part of a bundle), and obtain a refund in the amount you paid for the Connected Product and/or Home Wi-Fi Setup & Support, if the cancellation occurs within 30 days of the date of your original purchase. To clarify, if you purchased the Home Wi-Fi Setup & Support in connection with your purchase of a Connected Product (i.e., as part of a bundle), you may only receive a refund upon both your cancellation of the Home Wi-Fi Setup & Support and your return to us of the Connected Product within 30 days of the date of your original purchase. At our discretion, we may deduct from any refund the value of services already provided.
- c. **Your Cancellation after 30 Days.** You may cancel Home Wi-Fi Setup & Support and return your Connected Product or other network device 30 days or more after the date of your original purchase, but you will not be entitled to a refund.
- d. **Cancellation or Suspension of Service by Us.** We may cancel your Home Wi-Fi Setup & Support 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. At our discretion we may deduct from any pro-rata refund the value of services already provided. We may also cancel this Home Wi-Fi Setup & Support immediately or suspend Service, at our discretion, if you fail to satisfy your responsibilities identified in Section 6 or Section 7 or if there is a limitation of services identified in Section 12. Upon our discontinuation, cancellation or suspension of the Home Wi-Fi Setup & Support, your right to receive Services ceases or is suspended, as the case may be.
- e. **Service Renewals by Us.** At our discretion, we may offer you a renewal of your Home Wi-Fi Setup & Support on a standalone basis or as 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 Home Wi-Fi Setup & Support. We are not responsible for giving you notice of the expiration of your Home Wi-Fi Setup & Support. Therefore, you may not receive any communication from us prior to your Home Wi-Fi Setup & Support expiring unless we offer you a renewal of the Home Wi-Fi Setup & Support on a standalone basis or as a new service contract.
- f. **Cancellation of Renewed Support.** If you agree to renew your Home Wi-Fi Setup & Support, 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 date on which you purchase the renewal term, except that we reserve the right to deduct from any refund the value of services already provided. If you cancel the renewal term at any time after 30 days from purchase of the renewal term, we will only issue a refund for any full months that are unused and remaining under your renewal term.

11. Privacy Policy. It is our policy to protect the privacy of our customers. For information on our privacy practices, please call 1-800-GEEKSQUAD (1-800-433-5778) or review our privacy policy at www.bestbuy.com/privacy/.

12. Limitations of Service. We shall not be liable for any failure or delay in performance due to any cause beyond our control. We reserve the right to refrain from providing the Service, wholly or in part, on the basis that the minimum system requirements are not

met or your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us.

13. Modifications to Terms of Services. We may change these Terms and Conditions from time to time. Upon any such change, we will notify you by posting the changes to the site at www.bestbuy.com/service/termsconditions. We reserve the right to modify the Service with or without notice to you. Your use of the Service constitutes affirmative agreement to abide by and be bound by these Terms and Conditions including their modifications.

14. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE 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. YOUR USE OF THE SERVICE AND 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.

15. 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 HOME WI-FI SETUP & SUPPORT INCLUDING TAXES.

THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD.

16. 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. 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.

17. Communication

Geek Squad may call or text you at the phone number you provided (including any mobile number) should we lose connectivity during our remote session, to inform you about the status of your service and to obtain prior approval for services that will exceed the minimum approved amount stated on the service order. Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and data rates may apply.

18. 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 Home Wi-Fi Setup & Support 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 Home Wi-Fi Setup & Support – either orally or in writing.