SUBSCRIPTION SOFTWARE TERMS OF SERVICE

This Subscription Software Terms of Service (“Agreement”) governs Geek Squad’s administration of the computer security software account that Geek Squad has set up on your behalf (the “Subscription Software Account,” and the services related thereto, the “Services”).

Geek Squad may create an account in your name to provide you the Services and to collect and remit payment to the software licensor for your use of the Subscription Software Account. Your access to and use of the software is also subject to one or more End User License Agreement(s) (EULA) between you and the software licensor. YOU EXPRESSLY UNDERSTAND AND AGREE THAT GEEK SQUAD HAS NOT DEVELOPED, DOES NOT LICENSE, AND IS IN NO WAY RESPONSIBLE FOR THE USE OR OPERATION OF THE SOFTWARE.

By your acceptance of the Service, you have agreed to be bound by the terms of this Agreement. To the extent you have access to, or are using, the Subscription Software Account or the Service without having completed Geek Squad’s registration process and clicked on an "I AGREE" button, you are hereby notified that your continued use/receipt of the benefits of the Subscription Software Account and/or your use of the Service is subject to all of the terms and conditions of this Agreement.

1. Changes to this Agreement. Geek Squad may change the terms of this Agreement at any time. The changes will appear in this document, which you can access at any time by going to the Subscription Software Management section of GeekSquad.com. Your use of the Service after changes are made to this Agreement signifies your agreement to be bound by such changed terms.

2. Privacy and Your Account. Refer to Geek Squad’s Privacy Policy for information about collection and use of your registration data and other information about you. Your information may be stored and processed in the United States or any other country where Geek Squad or its affiliates has facilities or service providers, and by subscribing to the Service, you consent to the transfer of information outside of your country. If you access the Service using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password to the Service, they will have the ability to view information about your account and make changes through the website for the Service. Similarly, if you tell someone the answer to your security question for the Service, they will be able to request information about your account and make changes through Customer Service. You agree to notify Geek Squad promptly if you change your address or email so that Geek Squad can continue to contact you and send any notices required hereunder. If you fail to notify Geek Squad promptly of a change, then any notice we send to your old address or email shall be deemed sufficient notice.

3. Fees and Payments; Renewals; Cancellations. You agree to pay the subscription fees and any other charges incurred in connection with your Subscription Software Account and the Service (including any applicable taxes) at the rates in effect when the charges were incurred. Subscription fees will be billed at the beginning of your subscription.
If you have signed up for automatic renewal, your subscription will renew automatically at the end of each respective applicable period -- on a month-to-month basis if you originally signed up for a one-month term, and on an annual basis if you originally signed up for a 3-month, 6-month, 1-year, 2-year, or 3-year term, unless Geek Squad terminates the subscription or you notify Geek Squad of your decision to terminate the subscription in the timeframe required herein.

For month-to-month renewal plans, Geek Squad will send you prior notice of renewal at least two weeks before the initial renewal, but will not send such notice thereafter; rather, Geek Squad will thereafter charge your card each month in advance and send you a monthly receipt thereafter.

For annual renewal plans, Geek Squad will notify you of the pending subscription renewal at least 30 days prior to the date the subscription is scheduled to renew, except as otherwise required by law, and will charge you the annual fee as of the renewal date (i.e., the annual renewal plan is charged on a lump-sum basis, not a monthly basis).

You must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card. To cancel your subscription, you must call Geek Squad before the renewal date at 1-800-GEEK SQUAD, ask for the Subscription Software Team, and request that your subscription be terminated. You may cancel this Agreement and your subscription within the first thirty days following purchase and receive a refund of fees paid (less any installation charges). If you are in a renewal period, you may cancel at any time and receive a refund for any unused full month periods. It may take up to 20 business days for your cancellation request to be processed.

Geek Squad will bill all charges automatically to your credit card at the beginning of every renewal period, at the rates then in effect, unless you notify Geek Squad otherwise. Unless Geek Squad states in writing otherwise, all fees and charges are nonrefundable. Geek Squad may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance.

If you want to use a different credit card or there is a change in credit card validity or expiration date, or if you believe someone has accessed the Service using your user name and password without your authorization, you must call 1-800-GEEK SQUAD to rectify the situation. You are responsible for any fees or charges incurred to access the Service through an Internet access provider or other third-party service. In the event you fail to have a valid credit card on file with Geek Squad at your renewal date, Geek Squad may terminate your Subscription Software Account the Service and your software may cease to function properly. Geek Squad is not responsible for any claims occurring due to your failure to maintain current credit card information on file.

4. Updates, Upgrades and Additional Services. The Service may include access to software updates or upgrades which could require your active participation in an installation process. Instructions will be made available to facilitate this process. In the event your computer ceases to operate due to virus or spyware that the software is intended to prevent, Geek Squad will provide limited telephone support free of charge. Such support shall be in addition to services which may be provided by the licensor of the software. Any additional services will be performed on a fee-for-service basis and are not included under this Agreement.
5. Limitations on Use.

a. Only one individual may access the Service at a time using the same user name or password, unless Geek Squad agrees to allow otherwise.

b. The text, graphics, images, video, design, organization, compilation, look and feel, advertising and all other protectable intellectual property (the "Content") available through the Services is Geek Squad’s property or the property of Geek Squad’s advertisers and licensors and is protected by copyright and other intellectual property laws. Unless Geek Squad provides you with its written consent, you may not sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone.

c. You agree not to use the Service for any unlawful purpose. Geek Squad reserves the right to terminate or restrict your access to the Service if, in Geek Squad’s opinion, your use of the Service may violate any laws, regulations or rulings, infringe upon another person’s rights, or violate the terms of this Agreement. Geek Squad may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

6. Marketing, Third Party Advertising, Services and Software. Geek Squad may e-mail you or include in its emails to you in-product messaging, links to, or promotions for, web sites or services from other companies, or may offer you the ability to download software from other companies. You agree that Geek Squad is not responsible for, and does not control, those web sites, services and software.

7. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND GEEK SQUAD SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GEEK SQUAD AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS (THE "GEEK SQUAD PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE GEEK SQUAD PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE GEEK SQUAD PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.

8. EXCLUSIVE REMEDY. Geek Squad’s total liability under this Agreement for any reason shall be limited to the actual fees you have paid Geek Squad, if any, for the Service within the 3-month period preceding the event forming the basis of the claim, as agreed-upon liquidated damages and not as a penalty. It is intended and expressly agreed that the purpose of the preceding provisions are to set an upper limit to
the amount you may recover and to fix liability of Geek Squad at a specific sum not to exceed the fees paid to Geek Squad for the prior three months of Service.

9. Limitation on Time to Sue. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or by law with respect to the Services must be commenced within one year after the cause of action accrues.

10. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to non-binding arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Minneapolis, Minnesota, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Minnesota to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to $1000.00.

11. General. This Agreement contains the final and entire agreement between you and Geek Squad regarding your use of the Service and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Service. This Agreement is in addition to (and not in place of) the EULA between you and the software licensor. Geek Squad may discontinue or change the Service, or the availability thereof to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, applicable to contracts made entirely within Minnesota and wholly performed in Minnesota, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Minneapolis, Minnesota. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

THIS AGREEMENT WAS LAST UPDATED ON OCTOBER 24, 2012.

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