HOME NETWORKING MADE SIMPLE TERMS OF SERVICE

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE
   This Home Networking Made Simple Terms of Service ("Service Terms") is provided to you ("Customer") in connection with the Home Networking Made Simple service (the "Service") that User has purchased. These terms and conditions comprise the entire agreement between User and Geek Squad with respect to the Service.

2. DESCRIPTION OF THE SERVICE
   A. Consultation. Provided that the Customer is within Geek Squad’s service area, a Geek Squad agent (the "Agent") will go to the Customer's home to perform the initial consultation. The Agent will assess the Customer’s current network technology and, at Customer’s request, will connect up to three devices to the network. The Agent will explain to the Customer the types of content that can be viewed/utilized through the network and offer the Customer an opportunity to purchase content and/or services not currently owned or subscribed to by the Customer.

   B. Installation. The Agent will install the wireless router, set-up the network and connect the agreed upon devices and/or content to the network.

   C. Education. The Agent will educate the Customer on how to use the new network, devices and/or content.

   D. Ongoing Support. Geek Squad will support the installed network for six months. Should a Customer have issues with the network and/or devices, the Customer can contact Geek Squad for assistance in getting those devices/content back up and running.

      (a) Phone or On-line Support. Geek Squad shall provide Customer with basic troubleshooting and guidance through phone or on-line support. Examples of such basic troubleshooting services include performing a power cycle, and checking for network connectivity. If a Customer’s computer concern is not resolved after completing basic troubleshooting, the Customer will be transferred to Geek Squad’s remote assistance for troubleshooting assistance. If the issue cannot be resolved through the Geek Squad remote assistance, an Agent will be sent back out to the home where the network was installed to troubleshoot the network.

      (b) Do It Yourself Materials. Geek Squad shall provide each Customer with basic information about his or her network. Customers will also be given access to self-help videos and articles to learn how to maximize their PC experience.

3. PAYMENT
   If Customer would like to continue the support services described in Section 2.D. above after the initial Service period expires, Customer must subscribe and pay for those services (including any applicable taxes) at the rates in effect at the time of extension. Unless stated 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 Customer notice in advance.

4. MODIFICATIONS TO TERMS OF SERVICE AND SERVICE
   Geek Squad may change the terms and conditions of the Service Terms from time to time. Upon any such change, Geek Squad will notify the Customer by posting the changes to the site at www.geeksquad.com/NetworkingMadeSimple. Geek Squad reserves the right to modify or discontinue the Service with or without notice to Customer. Geek Squad shall not be liable to Customer or any third party should Geek Squad exercise its right to modify or discontinue the Service. Customer’s use of the Service constitutes an affirmative agreement by Customer to abide and be bound by the Service Terms and its modifications.

5. PRIVACY POLICY
   It is Geek Squad’s 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/.

6. DISCLAIMER OF WARRANTIES
CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GEEK SQUAD EXPRESSLY DISCLAIMS 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. GEEK SQUAD MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES GEEK SQUAD 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. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S 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 CUSTOMER FROM GEEK SQUAD 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 YOU. IT IS THE RESPONSIBILITY OF CUSTOMER TO BACK UP ALL DATA ON COMPUTERS AND OTHER DEVICES; GEEK SQUAD WILL NOT BE HELD LIABLE FOR LOSS OF ANY CUSTOMER DATA.

7. LIMITATION OF LIABILITY
   GEEK SQUAD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE. EVEN IF GEEK SQUAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. TERMINATION
   Either Customer or Geek Squad may immediately terminate the Service upon written notice to the other party. Upon termination of the Service, Customer's right to use the Service immediately ceases. Customer shall have no rights and Geek Squad will have no obligations regarding the Service thereafter.

9. LAWS
   The Service Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law provisions. Customer and Geek Squad agree to submit to the exclusive jurisdiction of the courts in Minneapolis, Minnesota. If any provision(s) of the Service Terms is 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. Customer and Geek Squad agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Last Revised-June 23, 2010