

## GEEK SQUAD REMOTE SUPPORT TERMS AND CONDITIONS

Prior to this session of remote support by Geek Squad, a division of Best Buy Canada Ltd., you agree that you have paid for individual remote support service, or that you are an account holder, or an authorized employee of an account holder, of a Geek Squad service contract in good standing (a "Plan"). Further, you agree to the terms and conditions below.

**Back up your data, files and software.** It is your responsibility and you agree to back up all data, files, information and software (collectively, "Data") stored on your device prior to commencement of the remote support services. Some repair processes or services involve the complete, irrevocable deletion or destruction of the storage device and any Data on that device. Geek Squad will not back up any Data on your device unless you specifically request Geek Squad to do so and pay the applicable fee for a Data back up service prior to the performance of any repair or service by Geek Squad. If Geek Squad does back up any Data, you understand that Geek Squad may only make a single back up copy of your Data, which will be erased or destroyed if this copy is not promptly retrieved by you.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WHETHER OR NOT YOU REQUEST GEEK SQUAD TO BACK UP ANY DATA, IN NO EVENT WILL GEEK SQUAD BE LIABLE FOR ANY LOSS, ALTERATION, DISCLOSURE OR CORRUPTION OF ANY DATA, DEVICE OR STORAGE DEVICE.

**Services and fees:** Descriptions of Geek Squad Plans, including a listing of the services offered via remote support, and any exclusions and limitations, may be found at [www.geeksquad.ca](http://www.geeksquad.ca). Fees may apply to the services you request if not covered by the manufacturer's warranty or Geek Squad Plan. Refer to the terms and conditions of your manufacturer's warranty or Geek Squad Plan for information about coverage and applicable fees, or [www.geeksquad.ca](http://www.geeksquad.ca) for descriptions of Geek Squad services and applicable fees (if any).

You acknowledge and agree that in some instances, Geek Squad may not be able to perform repairs or services due to the pre-existing conditions of your device, such as defects or failure in any software, data or computer hardware component.

Geek Squad reserves the right to refrain from providing any or all of the service if the minimum system requirements are not met or the technical needs or other requirements are unusual or extensive and beyond the scope of the service as reasonably determined by Geek Squad.

Geek Squad will correct any material defects in its workmanship related to the remote support services, provided they are reported to Geek Squad within 90 days from the date of service.

You acknowledge that a repair of a device by Geek Squad during the warranty period of the device may void the manufacturer's warranty. Please refer to the manufacturer's warranty for further details.

**Software and software licenses:** In setting up or repairing a device under your Plan, you agree that Geek Squad may install or uninstall a number of software programs to diagnose and resolve system issues. A description of these programs may be found at [www.geeksquad.ca/approvedtools](http://www.geeksquad.ca/approvedtools) or you may ask our online Geek Squad Agents for more details. As part of the services, you agree that Geek Squad may take actions that result in Geek Squad agreeing to license terms on your behalf as your agent. In some cases, Geek Squad may have already taken such actions before the start of the services. In those cases, you ratify those actions and provide Geek Squad the authority as your agent to accept such software license terms.

You agree that any Geek Squad agreement to software license terms is incidental or reasonably necessary to perform the services.

If your Plan includes subscription to device protection software, 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. If your Plan includes subscription to device protection software and you did not receive it at the time of purchase of the Plan, you have the option of including a device protection software subscription at no additional cost at any time during the term of the Plan by contacting us. 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.

**Privacy:** You acknowledge that we may collect certain personal information about you as part of the log-in to remote support services and about your device as part of the repair or support services, solely for the purpose of providing the remote support and repair services, and for administration. The collection and use of this information is subject to Geek Squad's Privacy Policy, which may be found at [www.geeksquad.ca/privacy](http://www.geeksquad.ca/privacy).

You acknowledge and agree that you may receive transactional messages from Geek Squad from time to time regarding your remote support services by way of email or other electronic method of communication.

Your information may be processed and stored in the United States or another country and may be subject to access by United States authorities or other international authorities under applicable laws.

**Limitation of Liability:** Geek Squad will not be liable to you or any other person for any direct, indirect, incidental, special or consequential damages, including but not limited to damages for personal injury, death, property damage, loss of profits, use, Data or other intangible, interruption of business or downtime, 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 certain types of damages, including incidental or consequential, so some of the above limitations may not apply to you.

GEEK SQUAD'S MAXIMUM LIABILITY TO YOU IS LIMITED TO THE AMOUNT OF THE PLAN PURCHASE PRICE PAID BY YOU.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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 PLAN OR SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES 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 SERVICES 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 RESULTING FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU 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.

Geek Squad is not liable for any failure or delay in performance due to any cause beyond its control, such as Acts of God, natural disasters, public health emergencies, epidemics or pandemics.

**Changes to these terms and conditions:** Geek Squad may, in its sole discretion, change these terms and conditions from time to time as it relates to future use of the remote support services, by posting revised terms and conditions on the website. By using remote support services after the revised terms and conditions have been posted, you signify your acceptance and agreement to be bound by the revised terms and conditions.

**Other terms:** For the full terms and conditions of your Geek Squad Plan, please refer to the terms and conditions you received at registration or visit [www.geeksquad.ca](http://www.geeksquad.ca).