

Geek Squad Home Services Membership Program

Terms and Conditions

Services: Geek Squad will provide you with or arrange for you certain Services at one address provided at registration during the Term of your Plan. The Services include:

- In-Store Setup Services for computers, tablets, and cellular phones.
- Internet Security for all your home's Windows, MacOS, and Android based devices. Visit Geek Squad [Online Support](#) to get started.
- Computer Backup software for up to 5 Windows and/or Mac OS devices with shared 1TB of cloud storage (provided by a third party). Content can be accessed by up to 15 devices. Visit Geek Squad Online Support to get started.
- Online support for the Term of your Plan, including virus removals, system optimization and tune-ups. Visit www.geeksquad.ca/connectnow to get started.
- In-store software and operating system support including virus removals, system optimization and tune-ups.
- 20% discount on flat rate hardware repair services and data recovery services.
- Premium in addition to Trade-In assessed value on applicable devices (not valid on \$0 trade-in assessments, not available on desktop computers or video games). For more information on the trade-in program and a list of applicable hardware, please visit www.bestbuy.ca/tradein.
- Two in-home services per program year. Additional services may be eligible at a discounted rate. In-home services are limited to existing Geek Squad services or Existing Appliance Installation services currently offered by Geek Squad. Limit one (1) Existing Appliance Installation service per year. Excludes New Appliance Installation services or any installation that requires the running of a new water line, gas line, or electrical line (I.E. un-roughed in gas or water line services), Ultimate Surveillance Setup, and Home Delivery services.
- Digital HD Movie Rental credits for the duration of the term:
 - An initial digital download PIN number will be provided by email when the plan purchase is made. A valid email address must be provided at the point-of-sale to access the Digital HD Movie Rental credits.
 - Ongoing digital download PIN numbers will be distributed on the 1st of each month by email
 - To redeem your HD Movie Rental, go to store.cineplex.com or call 1-800-GEEKSQUAD (1-800-433-5778)

Plan Purchase Price: The Plan purchase price is the monthly payment set out on your original purchase invoice multiplied by the months in the Term of your Plan plus applicable taxes.

The price for your Plan will be paid in monthly instalments. The first monthly payment must be paid at the time of purchase and will be charged to the credit card account designated by You at point of sale. Subsequent monthly payments will begin after the expiration of the first month period. You will be required to pay the Plan monthly instalment amount as set out on your original purchase invoice, plus applicable taxes, over the Term of the Plan you have purchased, unless the Plan is cancelled or terminated

as set forth in the “Cancellation” section. We will collect your Plan Purchase Price, subject to the provisions listed in the “Payment Details” section below.

Payment Details: We will charge the credit card account you designated with each monthly payment of the Plan as described in the “Plan Purchase Price” section above. We reserve the right, at our option, to accept another method of payment.

If you have chosen to pay the purchase price of your Plan in monthly instalments, upon thirty (30) days written notice of failure to pay a monthly payment, you will be deemed to have elected to change your payment option to one single payment due at the end of thirty (30) days after you receive our written notice. Alternatively, at our option, we may continue to accept your original payment option and charge your monthly instalment for the duration of the Term of the Plan.

Geek Squad reserves the right, upon notice to you, to modify the pricing for the Plan. If Geek Squad increases the price of the Plan you may, within fourteen (14) days of Geek Squad’s pricing modification notice, cancel the Plan with no penalty to you.

If you have any questions in respect to the Plan purchase price, or wish to change your payment option or method of payment, you may call 1-800-GEEKSQUAD or visit www.geeksquad.ca/homemembership.

Manufacturer and Other Warranties: THIS PLAN IS A SERVICES CONTRACT, IT IS NOT A WARRANTY. For any warranty related issues you must contact your warranty provider.

Duration of Plan: Access to Services commences on the original Plan purchase date and will continue for a period of two (2) years (the “Initial Term”). Upon termination of the Initial Term the Plan will continue on a month to month basis until cancelled by You or Geek Squad.

Neither Geek Squad nor you will have any further rights, liabilities or obligations under the Plan once ended.

Cancellation: At its option, Geek Squad may cancel the Benefits Contract on the basis of (a) your fraud or misrepresentation; (b) your commercial use of the Plan (unless specifically noted as a commercial Plan on your original purchase invoice); or (c) an unauthorized use of the Plan; (d) your non-payment of the Plan purchase price (monthly instalment); (e) without limiting the foregoing, your failure to comply with any of the terms and conditions set out in the present document; or (f) at its discretion upon thirty (30) days written notice to You.

You may cancel this Plan for any reason at any time within fourteen (14) days of the original purchase date of the Plan and receive a full refund of any payment made to this Plan less the cost of services received (if any), unless otherwise prohibited by law. For lump sum payments, you will receive a pro-rated refund.

After the first fourteen (14) days, you may cancel this Plan for any reason at any time. You will be subject to the service recovery fee ("Service Recovery Fee"), which will be applied as follows:

- a) if you paid less than the Service Recovery Fee under this Plan on the date of cancellation, you will be charged the Service Recovery Fee less any amounts you already paid of the Plan Purchase Price. The Service Recovery Fee depends on the type of Services you have received. For in-store or

online services, the Service Recovery Fee is \$120. For in home services, the Service Recovery Fee is \$240; or

- b) if you paid more than the Service Recovery Fee under this Plan on the date of cancellation, the Service Recovery Fee is waived and you will receive a refund of any unearned portion of the Plan Purchase Price paid by you in your last payment collected by Geek Squad.

Any cancellation requests should be made by contacting Geek Squad at 1-800-GEEKSQUAD.

No Services will be received after cancellation or expiry of this Plan. This includes but is not limited to: security services, cloud storage accounts and any data housed in those accounts.

Transferable: This Plan is transferable to another residence at any time, provided the registered Plan purchaser can provide acceptable documentation demonstrating proof of address change. Please contact Geek Squad at 1-800-GEEKSQUAD to process transfer requests.

The Plan holder must have original documentation to receive the Services.

Entire Agreement: Your original purchase invoice and this document are intended by the parties to be a final statement of the entire agreement between you and Geek Squad and supersede all prior written or oral negotiations, understandings and agreements concerning the subject matter of the Contract (the "Contract"). No amendment or modification of the Contract by you will be binding, except by a written agreement signed by the party to be bound thereby.

No oral or written representations, warranties or conditions of the Contract will be binding, except by a written agreement signed by the party to be bound thereby.

General: Geek Squad may assign this Plan without your consent and upon notice to you. If Geek Squad does assign this Plan, the assignee(s) will assume all obligations to you, and Geek Squad will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under the Plan. This Plan may not be modified, altered or amended without the written agreement of Geek Squad. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by you and Geek Squad. If any term of this Plan or the respective contracts hereunder, is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

Upon request, any user of this Plan must be prepared to show government issued identification demonstrating proof of address or permanent residence in order to receive any services available pursuant to this Plan.

General Exclusions: The following are not covered in respect of the Services provided by this Plan:

1. physical maintenance, repair or replacement of any product;
2. replacement cost for lost or consumer replaceable parts (such as light bulbs, racks, shelves, trays, knobs or dials, rinse aids, filter, belts, crisper trays etc.);
3. unauthorized servicing and transportation charges;
4. Products used for commercial purposes, used by the general public, used as a lease or rental or used in common areas in multi-family housing, unless noted specifically as a commercial Plan on the original purchase invoice;

5. indirect, consequential or incidental damages, including, but not limited to, loss of profits, down-time and charges for time and effort;
6. fees related to third party contracts;
7. “no problem found” or “no fault found” type diagnosis and intermittent errors that cannot be reproduced; or
8. Any services that are not set out specifically in this Plan.

Limitations:

1. **THIS PLAN IS CURRENTLY AVAILABLE ONLY IN CERTAIN STORE LOCATIONS. Please see in-store for applicable store locations.**
2. **GEEK SQUAD IS NOT LIABLE TO YOU IF IT IS UNABLE TO PERFORM ITS OBLIGATIONS HEREUNDER DUE TO EVENTS IT IS NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.**
3. **GEEK SQUAD IS NOT LIABLE TO YOU FOR PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, DATA LOSS, LOST PROFITS OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.**
4. **GEEK SQUAD’S MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THIS PLAN.**
5. **EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE PLAN, IS LIMITED IN DURATION TO THE DURATION OF THE PLAN.**
6. **NO SERVICES OR BENEFITS WILL BE PROVIDED UNDER THE PLAN WHILE ANY UNPAID AMOUNTS ARE DUE AND PAYABLE IN REGARD TO THE PURCHASE PRICE OF THE PLAN.**

Disclosure:

1. Your information may be processed and stored in the United States and may be subject to access by United States authorities under applicable laws.
2. Geek Squad’s privacy policy can be found at www.geeksquad.ca/privacy.

Definitions: “**Term**” refers to the duration of your Plan. “**Services**” refers to the services set out on page 1 of these Terms and Conditions. “**Geek Squad**” refers to Best Buy Canada Ltd., which operates its Geek Squad division. “**Plan**” refers to the Geek Squad Services Membership Program. “**Terms and Conditions**” refers to the terms and conditions set out in this document that govern the Services provided pursuant to the Plan. “**You**” or “**Your**” refer to the Plan holder.

Digital HD Movie Rentals:

Distribution of Digital HD Movie Rental PIN numbers end on:

- I. the date of cancellation of the Plan as described in the section titled “Cancellation”.

PLEASE NOTE: Digital HD Movie Rentals is a service offered by a third party. Use of Digital HD Movie Rental services is at your risk. Geek Squad is not responsible or liable for any losses or damages resulting from your use of Digital HD Movie Rental services. It is your responsibility to ensure you have reviewed the third party’s Privacy Policy and Terms of Service.