

Geek Squad Protection Total Plan for Wireless

Terms and Conditions

Service Contract and Benefits Contract

Part 1 - General

Purchaser: Reference in this document to “you” and “your” (whether or not capitalized) refer to the purchaser of this Geek Squad Protection Total Plan (“Plan”) or any permitted transferee.

Two Contracts: You have elected to purchase the Plan for the price of the term indicated in your original invoice as Period A + Period B (“Term”), and in respect of the Product purchased from Best Buy Canada Ltd. (“Geek Squad”) at a Best Buy store. “Product” means the original wireless device or its replacement under this Plan. “Replacement Product” means a refurbished wireless device of like kind and quality with comparable features and functionality to the covered Product.

By purchasing this Plan, you are entering into two legal contracts as follows:

- a Service Contract consisting of your original purchase invoice and Parts 1 and 2 of this document which is made between you and Assurant Services Canada Inc. (“Assurant”) for the provision by Assurant to you of the services described in Part 2 of this document (“Services”) in relation to the Product. Pursuant to the Service Contract, you will deal with Assurant for assistance in regard to the Plan; and
- a second distinct Benefits Contract consisting of your original purchase invoice and Parts 1 and 3 of this document which is made between you and American Bankers Insurance Company of Florida (“American Bankers”) for the provision by American Bankers to you of the benefits described in Part 3 of this document (“Benefits”) in relation to the Product. Part 3 describes the coverage provided under the Plan.

Reference in this document to “we”, “us” or “our” (whether or not capitalized) refers to Assurant and/or American Bankers, as the case may be.

By purchasing this Plan, you acknowledge that you have had the opportunity to read and that you accept the terms and conditions of the Service Contract and the Benefits Contract as set out in this document.

Covered Product: This Plan covers data and non-data wireless devices purchased at a Best Buy store. The Plan covers your Product from manufacturer’s defects in materials and workmanship that reveal themselves in normal usage and used primarily for personal, family or household purposes or in a home office setting, unless specifically noted as a commercial Plan on your original purchase invoice. The battery replacement is also covered when the battery is included with the covered Product and is contained in the original manufacturer’s package. This Plan cannot be used outside of Canada.

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. The Plan Purchase Price is comprised of a payment to Assurant for the Service Contract and a payment to American Bankers for the Benefits Contract. The percentage of the Plan Purchase Price attributable to the Benefits Contract during the Term of your Plan is as set out in your original purchase invoice.

At your option, the Plan Purchase Price may be paid in one single payment at the time of the original purchase or in convenient monthly payments over the Term of your Plan. The Plan Purchase Price is the same for both payment options.

If you select the monthly payment option, 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 and will consist of the Plan monthly payment amount,

as set out in your original purchase invoice. You will be required to pay the Plan's monthly payments 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: For the monthly payment option, we will charge the credit card account you designated for 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. At any time during the Term of your Plan, you may pay out the sum of the remaining monthly instalments in one single payment.

If you have chosen to pay the Plan Purchase Price in monthly payments, upon a failure to pay a monthly payment within thirty (30) days of its due date, you will be deemed to have elected to change your monthly payment option to one single payment due at the end of thirty (30) days after you receive our written notice. Notice is deemed received by you ten (10) days after it was mailed by us. At our option, we may continue to charge your monthly payment in instalments for the duration of the Term of the Plan.

If you have any questions in respect to the Plan Purchase Price, or wish to change your payment option or method of payment, or advise us of any changes to your billing or contact information, please visit www.geeksquad.ca/protection or you may call 1-800-GEEKSQUAD (1-800-433-5778).

For Quebec only - Clause required under the Consumer Protection Act.

(For a contract other than a contract of credit that contains a clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and a statement of account.

Within 30 days following the receipt by the consumer of the notice and the statement of account, the consumer may:

- (a) either remedy the fact that he is in default; or*
- (b) present a motion to the court to have the terms and conditions of payment prescribed in this contract changed; or*
- (c) present a motion to the court to obtain permission to return the goods forming the object of this contract to the merchant.*

If the consumer returns the goods to the merchant with the permission of the court, his obligation under this contract is extinguished and the merchant is not bound to return to him the payments he has received from him.

It is in the consumer's interest to refer to sections 14, 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

R.R.Q., 1981, c. P-40.1, r. 1, s. 43.

Manufacturer's Warranty: This Plan complements but does not replace the manufacturer's warranty, but provides all Services and Benefits while your Product is covered under the manufacturer's warranty for the duration of the Term of the Plan, subject to the "General Exclusions" and "Limitations" section.

Note: Additional Services and Benefits provided under this Plan prior to the expiry of the manufacturer's warranty may void the manufacturer's warranty. Please refer to the terms and conditions of your Product's manufacturer's warranty for further details.

Customer Responsibility: Before providing your Product for exchange, remove any confidential, proprietary or personal information and removable media. It is your responsibility to back up the contents of your wireless device and remove any data from parts or your Product being returned. Neither Assurant, nor Geek Squad nor American Bankers will be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product that is replaced. **For Quebec only:** *The foregoing is not intended to liberate Assurant, Geek Squad, or American Bankers from the consequences of their own acts or the acts of their representatives.*

Duration of Plan: Access to all Services and Benefits commences on the original Product and Plan purchase date.

The Plan, the Service Contract and the Benefits Contract will end on the earliest of:

- i) the expiry date noted on the original purchase invoice; or
- ii) the date of cancellation of the Plan as described under the following section titled "Cancellation".

None of Assurant, American Bankers, Geek Squad or you will have any further rights, liabilities or obligations under the Plan, the Service Contract or the Benefits Contract, once ended.

Replacement of a defective Product does not deem the Plan as fulfilled. Coverage will be extended to the Replacement Product for the remainder of the Term of the Plan.

Cancellation: At their option, Assurant may cancel the Service Contract, and American Bankers may cancel the Benefits Contract on the basis of: (a) your fraud or misrepresentation; (b) your commercial or rental use of the covered Product (unless specifically noted as a commercial Plan on your original purchase invoice); (c) an unauthorized replacement of a Product; (d) your non-payment of the Plan Purchase Price (monthly payment or single payment due to non-payment); or (e) without limiting the foregoing, your failure to comply with any of the terms and conditions set out in the present document.

You may cancel this Plan, the Service Contract, and the Benefits Contract for any reason at any time within the first thirty (30) days of purchase and receive a full refund of any payment made to this Plan less the cost of services received and benefits paid, unless otherwise prohibited by law. To receive your refund, you must deliver the cancellation request along with all original purchase invoices to a Best Buy store.

After the first thirty (30) days, you may cancel this Plan (the Service Contract and the Benefits Contract), for any reason at any time by contacting us at **1-800-GEEKSQUAD (1-800-433-5778)**. You will be subject to a service recovery fee of \$30 ("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; 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.

No services or benefits will be received or paid after cancellation or expiry of this Plan.

Transferable: This Plan is transferable to another person at any time by calling us at **1-800-GEEKSQUAD (1-800-433-5778)**. You must provide the name of the person to whom the Plan is being transferred.

To complete the transfer, the transferee must contact us and provide address, email, phone number, and, if the original Plan was purchased with the monthly payment option, banking information and authorization for the continuation of the Plan's monthly payments as set out in the "Payment Details" section above. The transfer takes effect once the transferee provides the required information.

The Plan holder must have original documentation to receive Services and Benefits.

Entire Agreement: Your original purchase invoice and Parts 1 and 2 of this document are intended by the parties to be a final statement of the entire Service Contract between you and Assurant and supersede all prior negotiations, understandings and agreements concerning the subject matter of the Service Contract. No amendment or modification of the Service Contract will be binding, except by a written agreement signed by the party to be bound thereby.

Your original purchase invoice and Parts 1 and 3 of this document are intended by the parties to be a final statement of the entire Benefits Contract between you and American Bankers and supersede all prior negotiations, understandings and agreements concerning the subject matter of the Benefits Contract. No amendment or modification of the Benefits Contract 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 Service Contract or the Benefits Contract will be binding, except by a written agreement signed by the party to be bound thereby (**not applicable in Quebec**).

General: Assurant and/or American Bankers may assign this Plan and their respective contracts without your consent and without notice to you. If either Assurant or American Bankers does assign this Plan and/or their respective contracts, the assignee(s) will assume all obligations to you, Assurant and/or American Bankers as the case may be will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under the Plan and/or the respective contracts. Parts 1 and 2 of this Plan may not be modified, altered or amended without the written agreement of you and Assurant. Parts 1 and 3 of this Plan may not be modified, altered or amended without the written agreement of you and American Bankers. If any terms of this Plan or the respective contracts hereunder, are held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

General Exclusions: The following are not covered in respect of the Services (Part 2) and Benefits (Part 3) provided by this Plan:

1. maintenance, repair or replacement necessitated by any causes other than normal usage and operation of the Product in accordance with the manufacturer's guidelines, including, but not limited to, theft, exposure to weather, moisture and other environmental conditions, negligence, accidental or intentional physical damage, including disassembly and damage due to spilled liquids (except damage that qualifies for the Accidental Damage benefit), misuse, abuse, unauthorized repairs, improper installation, transportation damage (except damage incurred by authorized shipment of Product(s) to and from an authorized service centre), improper equipment modifications, vandalism, pixel burnout in accordance with the manufacturer's guidelines, computer viruses or malware, software generated problems or acts of nature or any other peril originating from outside of the Product;
2. data in the event of a power surge;
3. accessories that do not come with your Product in the original manufacturer's package (including car chargers and Bluetooth Headsets) or lost parts used with data and non data phone devices;
4. unauthorized servicing and transportation charges;
5. Products with altered, defaced or removed or altered International Mobile Equipment Identity (IMEI) number;
6. Products used for commercial purposes, used by the general public, used as a lease or rental, unless noted specifically as a commercial Plan on the original purchase invoice;
1. indirect, consequential or incidental damages, including, but not limited to, loss of profits, loss of data, down-time and charges for time and effort. (*For Quebec only: The foregoing is not intended to liberate Assurant, Geek Squad, or American Bankers from the consequences of their own acts or the acts of their representatives*);
7. fees related to third party contracts;
8. "no problem found" or "no fault found" type diagnosis and intermittent errors that cannot be reproduced; or
9. minor imperfections in devices that meet design specifications or cosmetic imperfections that do not alter functionality.

Limitations:

1. **GEEK SQUAD PROTECTION TOTAL PLAN FOR WIRELESS HAS AN AGGREGATE MAXIMUM OF FIVE (5) BENEFIT CLAIMS UNDER THE BENEFITS CONTRACT DURING THE TERM OF THE PLAN.**

2. NONE OF ASSURANT, GEEK SQUAD OR AMERICAN BANKERS ARE LIABLE TO YOU IF THEY ARE UNABLE TO PERFORM THEIR OBLIGATIONS HEREUNDER DUE TO EVENTS THEY ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.
3. NONE OF ASSURANT, GEEK SQUAD OR AMERICAN BANKERS ARE LIABLE TO YOU FOR VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
4. ASSURANT'S, GEEK SQUAD'S AND AMERICAN BANKERS' MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE PRODUCT TO BE SERVICED UNDER 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 SERVICE OR BENEFITS CONTRACT, 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 PLAN PURCHASE PRICE.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES AND CONDITIONS, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Disclosure:

- ALL PLAN COSTS AND CHARGES ARE SUBJECT TO APPLICABLE TAXES.
- We are committed to safeguarding the privacy of our customers' information in accordance with good business practices. We may collect, use, and share personal information provided by you to us, and obtained from others with your consent, or as required or permitted by law. Personal information includes your name, contact information, customer file, and product preferences. We may use the information to: serve you as a customer; communicate with you; create statistics about our business to better understand customer needs and preferences; and inform you of other products and services from us or selected third parties. We may process and store your information in the United States, which may be subject to access by U.S. authorities under applicable laws. You may obtain a copy of our privacy policy by calling us or from our website (www.assurantsolutions.ca/privacy). If you have any questions or concerns regarding our privacy policy or your options for refusing or withdrawing this consent, including your option not to be contacted about offers of products or services, you may call us at **1-888-778-8023**.
- The Service Contract is between you and Assurant and the Benefits Contract is between you and American Bankers.
- In arranging the contracts described above, Geek Squad, by whom the sales associate is employed, is representing Assurant and American Bankers.
- For its role as distributor of the Geek Squad Protection Total Plan for Wireless, Geek Squad receives a commission.

Part 2 – Service Contract Terms and Conditions

Assurant's Obligations: Assurant is obligated to provide the Services to you, as the Services are described in this Part 2.

Plan Administration: Assurant's Services include acting as administrator of the Plan, and in this capacity, Assurant will co-ordinate provision of and facilitate access to both the Services and the Benefits available under the Plan. American Bankers under Part 3 "Benefits Contract Terms and Conditions" will be responsible for the determination of whether any claims are covered under the Plan and for approval of delivery of Replacement Services and Benefit payments.

Assistance & Replacement Services: Assurant will provide you with, or arrange for you, certain Assistance Services and Replacement Services to address manufacturer's defects in materials and workmanship that reveal themselves in normal usage for the duration of the Plan. These Services include:

Assistance Services:

- 24-hour / 7-day per week bilingual French/English telephone product performance support including technical assistance, replacement services management and claims benefit processing services.
- Technical assistance with product performance questions in order to expedite restoration of your Product to normal operating conditions.

Replacement Services:

- Management of Product replacement services, which entails:
 - Managing the technical assessment of your defective Product in coordination with Geek Squad.
 - Management of the Replacement Product issuance process with Geek Squad including arranging for wireless device and battery replacements funded by American Bankers in replacement of defective covered Products under the Plan.
 - Services performed under this Plan will consist of shipping a Replacement Product and arranging for the return of the defective Product.
 - Coordination and facilitation of the Benefit claims process with American Bankers.

TO ARRANGE FOR SERVICE please contact Us at 1-800-GEEKSQUAD (1-800-433-5778). You will be required to provide a credit card at time of arranging for service.

If your Product is determined to be defective as described in Part 3 of these Terms and Conditions, you may choose one of the following service options:

- **Rapid Exchange:** We will supply you with a return courier package. You must ship your defective Product in the return courier package supplied to you. Upon Our receipt of your defective Product, your Replacement Product will be shipped by courier to you at your address in Canada when it becomes available to us.
- **Advance Exchange:** Your Replacement Product and a return courier package will be shipped by courier to you at your address in Canada when it becomes available to us. You must ship your defective Product in the return courier package supplied to you within thirty (30) days of receiving your Replacement Product.

Advance Exchange Deposit: For the Advance Exchange service option, you will be charged a refundable deposit at time of claim. The refundable deposit amount will be the greater of (a) \$100; or (b) the current retail value of a wireless device of the same make and model as your Product rounded down to the nearest \$100.

Upon Our receipt of your defective Product, the refundable deposit paid at time of claim will be automatically refunded to your credit card. No amount will be refunded if we do not receive your defective Product within thirty (30) days from you receiving your Replacement Product.

Advance Exchange Limitations:

- 1) In the event you do not return your defective Product, at our discretion, any claims made under this Plan thereafter may not be eligible for the Advance Exchange service option.
 - 2) For Accidental Damage claims, you may choose the Advance Exchange service option a maximum of two (2) times throughout the Term of the Plan.
- **Accessory Exchange:** If it is determined that the failure is due to an accessory that was included with your Product in the original manufacturer's package, you must take your Product and all accessories included in the original manufacturer's packaging to a Best Buy store for immediate exchange of the

defective accessory. If a replacement accessory is not available, a new accessory of like kind and quality with comparable features and functionality will be provided.

At the sole discretion of American Bankers, if it is determined that failure of your Product is due to Accidental Damage, the Accidental Damage charge as described in Part 3 of these Terms and Conditions will apply.

Part 3 – Benefits Contract Terms and Conditions

American Bankers' Obligations: American Bankers is obligated to provide the Benefits to you, as the Benefits are described in this Part 3 subject to the General Exclusions and Limitations above. American Bankers will be responsible for the determination of whether any claims are covered under the Plan and for approval of delivery of Benefits.

The ownership and all rights associated therewith in respect of the covered Product will automatically be assigned to American Bankers upon replacement of a Product under the Plan.

Initial Setup Benefit:

You will be provided with access to the following Geek Squad services.

At time of purchase only:

- Screen protection shield installation.

Geek Squad Remote and In-store Support: This should be your first point of contact for all your support needs. You can access the following support services by visiting a Best Buy store, calling **1-800-GEEKSQUAD (1-800-433-5778)**, or at **www.geeksquad.ca/total**:

1. OS Updates and Reloads: Backup user content and perform any required OS updates or reinstallations using manufacturer provided software.
2. Application Updates: Update installed applications using manufacturer websites and/or portals.
3. Basic Diagnostic: Identify OS and/or application issues and determine course of action to improve performance using available integrated and/or manufacturer provided diagnostic tools.
4. Diagnostic and Repair: Identify and remove any foreign or potentially harmful applications, viruses, and spyware using available integrated and/or manufacturer provided diagnostic tools.
5. Tutorials: Informal training on basic features and functions of your Product.

Accidental Damage Benefit: Where your Product is determined to be defective as a result of accidental damage(s) caused by an unexpected and unintentional external event, such as drops, cracks and spills, occurring during normal daily usage of the Product as the manufacturer intended ("Accidental Damage"), American Bankers will cover the cost of funding a Replacement Product which shall be provided to you by Assurant under the Plan. Technological advances may result in a Replacement Product with a lower selling price than the Product.

Accidental Damage Charge: Replacement of a Product due to Accidental Damage will be subject to an Accidental Damage charge as follows: a) \$50 charge for wireless devices with a value of up to \$300; or b) \$100 charge for wireless devices with a value of over \$300.

Accidental Damage Limitations: The Accidental Damage benefit will not cover damages to the Product due to: (a) unauthorized repair or disassembly; (b) any form of abuse; (c) falling from heights such as balconies or out of windows; (d) being run over or falling from moving vehicles; (e) damage from liquid immersion/submersion; (f) catastrophic damage, including but not limited to being crushed or bent; (g) any

other secondary damage or usage of the Product in a manner the manufacturer did not intend; or (h) cosmetic damage, including but not limited to scratches and dents, that does not affect functionality. The Accidental Damage Benefit permits a maximum of two (2) Accidental Damage claims during the Term of the Plan.

Replacement & Power Surge Benefit: Where your Product is determined to be defective as a result of manufacturer's defect in materials and workmanship that reveals themselves in normal usage and/or as a result of damage from a power surge occurring during the Term of the Plan, American Bankers will cover the cost of funding a Replacement Product which shall be provided to you by Assurant. Technological advances may result in a Replacement Product with a lower selling price than the Product.

Accessory Replacement Benefit: Where an accessory that was included with your Product in the original manufacturer's package is determined to be defective, American Bankers will cover the cost of funding a replacement accessory which shall be provided by Assurant under the Plan. If a replacement accessory is not available, a new accessory of like kind and quality with comparable features and functionality will be provided.

Battery Replacement Benefit: American Bankers will cover the cost of shipping and funding a replacement battery necessary to restore your covered Product to normal operating condition which shall be provided to you by Assurant under the Plan. This benefit covers **only one** battery replacement in total during the Term of the Plan. At our option, **the replacement battery may be new, refurbished or a non-original manufacturer's battery that performs to the manufacturer's specifications for the product.**

Cloud Storage and Backup: In addition to the benefits set out above, this Plan provides you with the ability to subscribe to a cloud storage and backup service ("Cloud Storage"), provided by a third party. Cloud Storage includes:

- 25 Gb of cloud storage
- iOS and Android mobile device application with upload capabilities
- Secure web portal to access and upload your data from a PC or Mac
- Data backup software for PCs

Access to your Cloud Storage subscription commences on the Plan purchase date and ends on the earliest of:

- i) the expiry date of the Plan as noted on the original purchase invoice; or
- ii) the date of cancellation of the Plan as described in the section titled "Cancellation".

To access your Cloud Storage subscription and activate your account, go to **www.geekssquad.ca/total** or call **1-800-GEEKSQUAD (1-800-433-5778)**.

Upon expiration or cancellation of the Plan, you are responsible for renewing your Cloud Storage subscription to retrieve any stored data. All stored data associated with an expired or cancelled Plan will be completely deleted and removed from the Cloud Storage system thirty (30) days following the expiration or cancellation of the Plan. Please visit **www.geekssquad.ca/cloud** for full terms and conditions of use.

PLEASE NOTE: FOR THE AVOIDANCE OF DOUBT, USE OF THE CLOUD STORAGE IS AT YOUR RISK AND NONE OF GEEK SQUAD, ASSURANT, AND AMERICAN BANKERS IS RESPONSIBLE OR LIABLE FOR ANY LOSS, ALTERATION OR CORRUPTION OF ANY DATA AS A RESULT OF YOUR USE OF THE CLOUD STORAGE OR THE ASSOCIATED SOFTWARE. IT IS YOUR RESPONSIBILITY TO ENSURE YOU RETAIN COPIES OF ANY SUCH DATA.

IMPORTANT: You must provide an accurate and complete mailing address, email address and contact number at time of purchase and replacement.

End of Terms and Conditions

You have specifically requested the English version of this Plan. A French version is available upon request. Vous avez spécifiquement demandé la version anglaise de ce Plan. La version française est disponible sur demande.