

GEEK SQUAD ON-SITE SERVICE TERMS AND CONDITIONS

LANGUAGE:

The parties hereto have specifically requested that this document and all related documents be drafted in the English language only.
Les parties aux présentes ont expressément requis que le présent document ainsi que les documents qui y sont liés soient rédigés en langue anglaise seulement.

BEST BUY CANADA LTD.:

GEEK SQUAD and Best Buy are divisions of Best Buy Canada Ltd. The terms "Agent", "Installer" and/or "Technician" are synonymous.

RECEIPT REQUIRED:

If you purchased GEEK SQUAD services while at a Best Buy store, the receipt for your purchase of the on-site services must be presented to the Geek Squad Agent at time of service.

SERVICE AREA: GEEK SQUAD sets the service area for each city and store. If a location lies beyond GEEK SQUAD's standard service area, additional trip charges may apply. To determine if your location is within the GEEK SQUAD standard service area, please inquire in-store or call 1-800-GEEK SQUAD for information pertaining to standard service areas and applicable trip charges.

BACK UP YOUR SOFTWARE AND DATA: it is your responsibility to back up all software and data that is stored on your computer's hard disk drive(s) and/or on any other storage devices you may have prior to the arrival of the technician to your home. GEEK SQUAD and/or its third party service provider shall not be responsible at any time for any loss, alteration or corruption of any software, data or files.

EVERY HOME THEATER INSTALLATION INCLUDES:

- All land travel required to perform installation within 50 km of the store where you purchased your service.
- A pre-installation site inspection upon arrival at home.
- Connection of your newly purchased components in one (1) room, using exposed wire connections.
- Integration of your newly purchased component(s) into your existing and working system.
- When audio or video components are installed, we will program the remote controls for those components. Please note that separately purchased universal remote controls can be programmed with the purchase of one of our programming offers.
- Neatly dress wires and cable using wire ties when necessary.
- A brief educational demonstration of the newly purchased components which the GEEK SQUAD Installer has connected.
- Cleanup of wire clippings, drywall dust, or any other debris caused by the installation.

SERVICES DO NOT INCLUDE: (Unless otherwise noted)

- Moving of furniture or valuables.
- Parts, cables, or other equipment such as mounts or wiring unless specifically stated in the service descriptions.
- Network configuration of media streamers, programming of any universal type learning remote, concealment of wires or cabling, speaker wires, custom wiring, electrical work such as installing or moving outlets, drilling additional holes, component integration, speaker setup, wall or ceiling mounting of display devices, mounting of speakers, or mounting of other equipment.

NOTES:

- Some services such as wire concealment may require access holes or other alteration of drywall. The customer shall be responsible for any drywall repair and repainting. Best efforts will be made to leave the drywall in a paintable state.
- It is recommended to retain the packaging for warranty and returns. GEEK SQUAD Agent(s) will remove packaging material at the requested of client only.
- GEEK SQUAD Installers cannot warrant that installations involving lath and plaster walls will not result in cracks on the wall. GEEK SQUAD Installers will do everything to eliminate the possibility, but due to the nature of that type of construction, you agree that GEEK SQUAD will not be responsible for any resulting damage to your wall.
- Someone over the age of 19 years of age must be present at all times on the day of installation to approve all work completed.

WIRE/CABLE CONCEALMENT:

- Locations that involve inadequate access for standard wall fishing to the wall where the wire is to be hidden, or if the wire is to be hidden in a wall that contains insulation, vapour barriers, or any other obstructions, wire may be concealed outside the wall by wire concealment track moulding available for purchase from the Installer. GEEK SQUAD Installers will ensure all cable exit points are finished off with either a bushing or specialized plate.

WARRANTY:

- A 90-day limited warranty on all labour is included with professional GEEK SQUAD services. GEEK SQUAD will correct any material defects in the workmanship of the installation services you purchased if reported to GEEK SQUAD within 90 days of the date services were completed. This limited warranty does not include any warranty of parts or equipment.

DISCLAIMER:

• GEEK SQUAD shall not be liable for any failure or delay in performance due to any cause beyond its control. If GEEK SQUAD's ability to render services is impaired by your failure to cooperate or circumstances beyond the control of GEEK SQUAD, GEEK SQUAD may choose not to provide services. Services can also be denied if dangerous or unhealthy conditions are present including possible code violations. For any un-install services provided, you agree that GEEK SQUAD shall not be responsible for repairing any damage or changes made to your residence.

LIMITATIONS TO SERVICE:

• GEEK SQUAD and/or its third party service provider reserves the right to refrain from providing any or all services ordered and instead refund the customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the customer are unusual or extensive and beyond the scope of this service agreement as reasonably determined by GEEK SQUAD and/or its third party service provider.

FORCE MAJEURE:

• GEEK SQUAD and/or its third party service provider shall not be liable (or any failure or delay in performance) due to any cause beyond its control. If GEEK SQUAD or its third party service provider's ability to render services is impaired by you or circumstances beyond the control of GEEK SQUAD and/or its third party service provider, GEEK SQUAD and/or its third party service provider may choose not to provide services.

CHANGES, CANCELLATIONS AND REFUNDS:

• If you need to refund your order: Please return to the original store for any refunds of your order. For same-day service or after the date of placing the order, all order changes must be processed by calling 1-800-Geek-Squad (800-433-5778). If you need to cancel your order: Subject to applicable law, you may cancel your order if you give GEEK SQUAD at least 48 hours notice prior to the scheduled performance of services. Cancellations on the date of placing the order can be processed at the original store where the order was created, if applicable. After the purchase date, but prior to the performance of services, cancellation may be completed by calling 1-800 Geek-Squad (800-433-5778).

LIMITATION OF LIABILITY AND RELEASE:

- Under no circumstances shall GEEK SQUAD and/or its third party service provider(s) be liable to you or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages, expenses costs, profits, lost savings, or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by GEEK SQUAD and/or its third party service provider or out of the installation, de-installation, use of or inability to use your equipment, hardware, peripherals, or the network resulting from the services provided hereunder.
- I have read and agree to the terms and conditions of this agreement. I understand that I will be charged for any additional parts or labour that go beyond the scope of work described to me. I understand that all fees are non-refundable after the installation has been performed.
- By your signature on the opposite page you agree under no circumstance shall GEEK SQUAD and/or its third party service providers be liable to you or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages, expense, costs, profits, lost savings, or earnings or liability arising out of, or related to, the services provided by GEEK SQUAD or the installation, un-installation, use of, or inability to use your products. Further, you affirmatively release and hold harmless GEEK SQUAD from and against any loss, liability, or damages that you the owner or lessee may suffer, including but not limited to any changes or alterations to your residence (For example, changes to walls, baseboards, floors, etc.) Some provinces do not allow limitations or release of certain damages or liability, so the above limitation of liability and release may not apply to you.

Provincial consumer protection legislation requires the following notice to you if this contract, subject to certain exceptions, is entered into outside a Best Buy store:

CONSUMER'S RIGHT TO CANCEL

This is a contract to which the British Columbia Business Practices and Consumer Protection Act, the Alberta Fair Trading Act, the Ontario Consumer Protection Act, and other similar provincial and territorial consumer protection statutes, apply. You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of this contract. You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial or territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, electronic mail, facsimile or personal delivery. If you send the notice of cancellation by mail, facsimile or electronic mail, it doesn't matter if the seller receives the notice within the required period as long as you sent it within the required period.