

## Geek Squad Home Membership Plan Terms and Conditions

**Services:** You may use certain Services that Geek Squad provides or arranges at the one address you provided at registration during the Term of your Plan, subject to these terms and conditions. The current Services offering is set out at [www.geeksquad.ca](http://www.geeksquad.ca) and is subject to change from time to time without notice (except where prohibited by applicable law). Service fees may apply in respect of certain Services.

**Plan Purchase Price:** The purchase price of the Plan (the “Plan Purchase Price”) is the applicable monthly payment multiplied by the number of months in the Term of your Plan plus applicable taxes.

The Plan Purchase Price must be paid in monthly payments. Your first monthly payment must be paid at the time of registration for the Plan 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 applicable Plan monthly payment amount, plus applicable taxes, each month over the Term of the Plan, until the Plan is cancelled as set forth in these terms and conditions. We will collect your Plan Purchase Price, subject to the provisions listed in the “Payment Details” section below.

**Payment Details:** You authorize us to charge the credit card account you designated at the time of registration for the Plan with each monthly payment for the Plan as described in the “Plan Purchase Price” section above. We reserve the right, at our option, to accept or require another method of payment. If you have any questions in respect to the Plan Purchase Price, or wish to change your method of payment, you may call 1-800-GEEKSQUAD or visit [www.geeksquad.ca/homemembership](http://www.geeksquad.ca/homemembership).

**Changes:** Except where prohibited by applicable law, Geek Squad may change these terms and conditions and/or the monthly pricing for the Plan from time to time, and such changes will apply to you no earlier than thirty (30) days following notice to you, or following such notice period as required by applicable law (if longer). You may cancel the Plan with no penalty to you within thirty (30) days of Geek Squad’s notice of any such change (or within such period as required by applicable law (if longer)) 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.

**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 under this Plan commences on the Plan registration date and will continue on a month-to-month basis until the Plan is cancelled by you or Geek Squad. Following cancellation of the Plan, you will have no further rights in respect of the Plan and Geek Squad will have no liabilities or obligations to you.

**Cancellation:** At its option, Geek Squad may cancel your Plan 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); (c) an unauthorized use of the Plan; (d) your non-payment of the Plan Purchase Price (monthly payments); (e) your failure to comply with any of these terms and conditions. In addition, Geek Squad may cancel your Plan at its discretion at any time upon thirty (30) days’ prior notice to you.

You may cancel this Plan for any reason at any time within fourteen (14) days of your registration for the Plan and receive a full refund of any payment of the Plan Purchase Price you made less the cost of Services received (if any), unless otherwise prohibited by law.

After the first fourteen (14) days of your registration for the Plan, you may cancel your Plan for any reason at any time, provided, however, that if you cancel your Plan prior to paying the equivalent of twelve (12) monthly payments of the Plan Purchase Price, you will be required to pay a Service Recovery Fee that is equal to twelve (12) monthly payments of the Plan Purchase Price less the total amount of the Plan Purchase Price you already paid under this Plan as of the date of cancellation (except where prohibited by applicable law). If the total amount of the Plan Purchase Price you already paid under this Plan as of the date of cancellation is more than the amount equal to twelve (12) monthly payments of the Plan Purchase Price during the Term of your Plan, the Service Recovery Fee will be 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.

Contact Geek Squad at 1-800-GEEKSQUAD for any cancellation requests.

No Services may be received or used after cancellation of this Plan.

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

The registered Plan holder must have original documentation and proof of residency at the address registered under the Plan to receive the Services.

**Entire Agreement:** Your Plan purchase invoice and these terms and conditions contain 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 agreement (the "Contract"). No amendment or modification of the Contract by you will be binding on Geek Squad without the written agreement of Geek Squad.

**General:** Geek Squad may assign this Plan without your consent upon notice to you. If Geek Squad assigns this Plan, you agree that Geek Squad is released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under the Plan. This Contract will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. If any term of this Contract 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 show government issued identification demonstrating proof of address in order to receive any Services.

**General Exclusions:** The following are not provided as Services under 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 or services used for commercial purposes, used by the general public, used as a lease or rental or used in common areas in multi-family housing, or for any other non-personal use, 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. **THE SERVICES UNDER THIS PLAN ARE ONLY AVAILABLE WITHIN A 50KM RADIUS OF A GEEK SQUAD STORE LOCATION. ANY SERVICES PROVIDED OUTSIDE A 50KM RADIUS OF A GEEK SQUAD STORE LOCATION, AT GEEK SQUAD’S DISCRETION, WILL BE SUBJECT TO YOUR PAYMENT OF ADDITIONAL FEES.**
3. **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.**
4. **GEEK SQUAD IS NOT AND WILL NOT BE 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.**
5. **GEEK SQUAD’S MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE AMOUNT OF THE PLAN PURCHASE PRICE PAID BY YOU. YOU WAIVE ALL SPECIAL, INDIRECT AND CONSEQUENTIAL DAMAGES AGAINST GEEK SQUAD.**
6. **WE RESERVE THE RIGHT TO REFRAIN FROM PROVIDING ANY SERVICES IF MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR IF YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS OR REQUESTS ARE UNUSUAL OR EXTENSIVE, AS DETERMINED BY US.**
7. **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.**
8. **NO SERVICES WILL BE PROVIDED UNDER THE PLAN WHILE ANY UNPAID AMOUNTS ARE DUE AND PAYABLE.**
9. **YOU MUST BE 18 YEARS OF AGE, OR THE AGE OF MAJORITY IN YOUR PROVINCE OR TERRITORY, TO REGISTER AS A PLAN HOLDER. MINORS MAY ONLY USE THE SERVICES UNDER THE SUPERVISION OF AN ADULT.**

In addition to the exclusions and limitations specifically mentioned in these terms and conditions, the Services provided under this Plan are limited to the descriptions for each Service provided on [www.geeksquad.ca/membership](http://www.geeksquad.ca/membership) or other written scope document applicable to a particular Service, which we will make available to you on your request.

**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](http://www.geeksquad.ca/privacy). Geek Squad’s Privacy Policy includes information about how Geek Squad uses your personal information.

**Definitions:** “**Term**” refers to the duration of your Plan. “**Services**” refers to the particular services provided under this Plan from time to time, as described on [www.geeksquad.ca](http://www.geeksquad.ca) as may be revised and updated from time to time. “**Geek Squad**” refers to Best Buy Canada Ltd., which operates its Geek Squad division. “**Plan**” refers to the Geek Squad Home Membership Plan. “**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 registered Plan holder.

To obtain Services under this Plan, or if you have any questions about this Plan, please visit a Best Buy store in Canada during normal store hours, chat with an Online Support Agent at [www.geeksquad.ca/connectnow.ca](http://www.geeksquad.ca/connectnow.ca) or call us at 1-800-GEEKSQUAD for over-the-phone support or to schedule an appointment.

Version: November 16, 2017