

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, in accordance with the terms and conditions of the 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 five (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). In-store only. Due to municipal by-laws, trade-in is not available in all locations. Participating stores vary by region. Trade-in hours may vary from store hours. For more information on the trade-in program and a list of eligible products, applicable hardware and participating stores, please visit www.bestbuy.ca/tradein or see in-store for details.
- In-home Services: Existing Geek Squad services or Existing Appliance Installation services as currently offered by Geek Squad, subject to an in-home service fee of \$49.99 (subject to change with notice) payable by the Plan holder per in-home service. 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)
- Member pricing on new Geek Squad Protection Plans (available for new Plans only).

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 payments. 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 applicable Plan monthly payment amount, plus applicable taxes, each month over the Term of the Plan, 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.

Geek Squad reserves the right, upon notice to you, to modify the pricing for the Plan, including, without limitation, the amount of the applicable in-home service fee. 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 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 under this Plan commences on the original Plan purchase date and will continue on a month-to-month basis until the Plan is 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 this 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) without limiting the foregoing, your failure to comply with any of the terms and conditions set out in this 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.

After the first fourteen (14) days of the original purchase date of the Plan, you may cancel this Plan for any reason at any time, subject to your payment of the applicable service recovery fee (“Service Recovery Fee”) related to the value of Services already provided to you prior to cancellation, as set out in the following chart:

Type of Services Provided Prior to Cancellation	Service Recovery Fee
In-Store or Online Service(s) Only	\$120
In-Home Service(s)	\$240

The applicable Service Recovery Fee will be payable as follows:

- a) if the total amount of the Plan Purchase Price you already paid under this Plan as of the date of cancellation is less than the applicable Service Recovery Fee, you will be charged the applicable Service Recovery Fee less any amounts you already paid of the Plan Purchase Price; or
- b) 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 applicable Service Recovery Fee, 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.

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

No Services will be received after cancellation 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 the terms and conditions set out in 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 agreement (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 agreed to by you and Geek Squad. 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 therein. 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 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, 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. **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.**
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 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.**
4. **GEEK SQUAD’S MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THIS PLAN.**
5. **WE RESERVE THE RIGHT TO REFRAIN FROM PROVIDING THE SERVICE AND INSTEAD REFUND YOUR PAYMENT, WHOLLY OR IN PART, ON THE BASIS THAT THE MINIMUM SYSTEM REQUIREMENTS ARE NOT MET OR IF YOUR TECHNICAL NEEDS OR OTHER REQUIREMENTS ARE UNUSUAL OR EXTENSIVE AND BEYOND THE SCOPE OF THE PLAN, AS DETERMINED BY US.**
6. **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.**
7. **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.**

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/homemembership 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. 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 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 Home 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 the date of cancellation of the Plan as described in the section titled “Cancellation”.

PLEASE NOTE: Digital HD Movie Rentals is a service offered and provided by a third party. Use of Digital HD Movie Rental services is at your risk. Geek Squad is not responsible for the provision of Digital HD Movie Rental services 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 and accepted the third party’s Privacy Policy and Terms of Service.

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 or call us at 1-800-GEEKSQUAD.