

GEEK SQUAD REMOTE SUPPORT TERMS AND CONDITIONS

Geek Squad and Best Buy are divisions of Best Buy Canada Ltd.

Back up your software and data: It is your responsibility and you agree to back up all data, software, information and/or files (collectively “data”) stored on your device(s) prior to commencement of the services. Some repair processes or services involve the complete, irrevocable deletion or destruction of the storage device and any data thereon. Geek Squad will not back up any data on your computer or other product unless you specifically request Geek Squad to do so and pay the applicable fee for a data backup service prior to the performance of any repair or service. If Geek Squad does back up any data, you understand that Geek Squad may only make a single backup copy of such data which shall be erased/destroyed if this copy is not promptly retrieved by you. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT WHETHER OR NOT YOU REQUEST GEEK SQUAD TO BACK UP ANY DATA, IN NO EVENT SHALL GEEK SQUAD BE LIABLE FOR ANY LOSS, ALTERATION, DISCLOSURE OR CORRUPTION OF ANY DATA, DEVICE OR STORAGE DEVICE.

Geek Squad shall not be liable to you or any other person for any indirect, incidental, special or consequential damages.

Services and fees: Descriptions of Geek Squad services, including applicable exclusions and limitations, and a listing of the services offered via remote support can be found at www.bestbuy.ca. Fees may apply to the services you request if not covered by a product warranty, service contract or membership. Refer to the terms and conditions of your product warranty, service contract or membership (if any) for information about coverage and applicable fees, or www.bestbuy.ca for descriptions of Geek Squad services and applicable fees.

You understand and agree that in some instances, Geek Squad may not be able to perform repairs or services due to the pre-existing conditions of your device, such as defects or failure in any software, data or computer hardware component.

Geek Squad shall not be liable for any failure or delay in performance due to any cause beyond its control.

Geek Squad reserves the right to refrain from providing any or all of the service if the minimum system requirements are not met or the technical needs or other requirements are unusual or extensive and beyond the scope of the service as reasonably determined by Geek Squad.

Geek Squad will correct any material defects in its workmanship related to the remote support services, provided they are reported to Geek Squad within 90 days from the date of service.

In some cases, an in-warranty repair may void the manufacturer’s warranty.

Personal information: You agree that any contact information (including email address) that you provide to Geek Squad will be used by Geek Squad to provide you with a record of service summary and receipt of your transaction (if any). A copy of Geek Squad’s Privacy Policy can be found at www.bestbuy.ca.

Other terms: Descriptions of Geek Squad services and a copy of Geek Squad’s Conditions of Use can be found at www.bestbuy.ca.

Software and software licenses: In setting up or repairing your device during the service, you agree that Geek Squad may install and uninstall a number of software programs to diagnose and resolve system issues. A description of these programs can be found at: (www.geeksquad.ca/approvedtools), or ask our online Geek Squad Agents for more details. As part of the services, you agree that Geek Squad may take actions that result in Geek Squad agreeing to license terms on your behalf as your agent. In some cases, Geek Squad may have already taken such actions before the start of the services. In those cases, you ratify those actions and provide Geek Squad the authority as your agent to accept such software

license terms. You agree that any Geek Squad agreement to software license terms is incidental or reasonably necessary to perform the services. You have the option of reviewing any software license Geek Squad will agree to on your behalf as part of the services.

Changes to these terms and conditions: Best Buy may, in its sole discretion, change these terms and conditions from time to time as it relates to future use of the remote support services, by posting revised terms and conditions on the website. By using remote support services after the revised terms and conditions have been posted, you signify your acceptance and agreement to be bound by the revised terms and conditions.

The parties hereto have specifically requested this document and all related documents be drafted in the English language only.