

GEEK SQUAD® TOTAL SUPPORT

TERMS OF SERVICE

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

These Terms of Service (“Service Terms”) are provided to you (“Customer”) in connection with the Geek Squad Total Support plan (the “Service”) that Customer has purchased. These terms and conditions comprise the entire agreement between Customer and Geek Squad with respect to the Service.

2. DESCRIPTION OF SERVICE

This Service is a 12-month auto-renew plan for which Customer will be charged the annual rate (the “Service Plan Fee”) then in effect payable in monthly installments. The Service Plan Fee is a set fee without regard to usage. Customer’s credit card will be charged the relevant monthly pro-rata rate for the initial twelve month term of this Service, and will continue to be charged thereafter pursuant to the auto-renewal provisions set forth herein until Customer or Geek Squad terminates the Service. In addition to the Service Plan Fee for the Service, there is also an initial \$69.00 set-up fee for the Service. **IF CUSTOMER TERMINATES THE SERVICE BEFORE THE END OF THE INITIAL 12-MONTH SERVICE PERIOD, CUSTOMER WILL BE CHARGED THE LESSER OF: (1) A TERMINATION FEE OF \$200.00; OR (2) AN AMOUNT EQUAL TO THE MONTHLY PRO-RATED PAYMENT TIMES THE NUMBER OF MONTHS REMAINING IN THE INITIAL 12-MONTH TERM.**

The Service includes remote assistance with the following:

- Unlimited 24x7 network and PC support
- Virus and spyware removal
- PC tune-ups
- Software and e-mail set-up and troubleshooting
- Support for cameras, gaming consoles, and other devices
- Printer help
- Cell phone e-mail set-up
- MP3 troubleshooting
- Data backup to external drive

If Customer has purchased the Total Support “Plus” Plan, the Service also includes on-site support as deemed necessary by the Geek Squad Online Support Agent and in accordance with the terms set forth herein.

This Service does not include the provision of any software or hardware, and does not include the provision of any in-home services (unless Customer has purchased the Total Support “Plus” plan as noted above). In addition, Geek Squad agents cannot remotely access gaming systems or smartphones, and thus services which would require direct access to gaming systems or smartphones are not included in the Service. Data recovery, training on Customer’s products, and website design also are not included in the Service.

The Service may cover up to 5 computing devices in one location. On-site support services and training services are not included in the Service (unless Customer has purchased the Total Support “Plus” plan as noted above), but are available at Geek Squad’s standard service rates.

Customer pre-requisites: The Service requires:

- A high-speed Internet connection; and
- Up-to-date antivirus software installed on all PCs that are covered by the Service.

3. TERM; AUTO-RENEWAL

The Service shall automatically renew for additional successive one-month terms after the expiration of the initial

12-month term unless Customer notifies Geek Squad by telephone at 800-919-8630. **Geek Squad will notify Customer of the pending renewal of the Service at least 30 days prior to the date when the Service will renew and change to a month-to-month term, except as otherwise required by law. Customer must cancel the Service before it renews in order to avoid billing of the Service Plan Fee for the then-impending monthly renewal term to his or her credit card. During the automatic renewal period, Geek Squad will bill all charges automatically to Customer's credit card at the beginning of every month, at the rates then in effect, unless Customer notifies Geek Squad otherwise.** If Customer cancels the Service, it may take up to 20 business days for his or her cancellation request to be processed. Geek Squad is not responsible for any claims occurring due to Customer's failure to maintain current credit card information on file. Unless stated in writing otherwise, all fees and charges are nonrefundable. Geek Squad may change the fees and charges then in effect, or add new fees or charges, by giving Customer notice in advance.

4. MODIFICATIONS TO TERMS OF SERVICE AND SERVICE; DISCONTINUATION OF SERVICE

Geek Squad may change the terms and conditions of the Service from time to time. Upon any such change in the Service, Geek Squad will notify Customer by posting the changes to the site from which the Service was purchased. Geek Squad reserves the right to modify or discontinue the Service with or without notice to Customer. Customer shall have no rights and Geek Squad will have no obligations regarding the Service thereafter. If Customer elects to terminate the Service before the expiration of the initial 12-month Service period, Customer's credit card will be charged the early termination fee set forth in Section 2 hereof. Geek Squad shall not be liable to Customer or any third party should Geek Squad exercise its right to modify or discontinue the Service. Customer's use of the Service constitutes an affirmative agreement by Customer to abide and be bound by these Service Terms and its modifications.

5. PRIVACY POLICY

It is Geek Squad's policy to respect the privacy of its Customers. For information on our privacy practices, please review our privacy policy at www.geeksquad.com/privacy/.

6. CUSTOMER'S RESPONSIBILITY TO BACK-UP DATA

Customer agrees that prior to Geek Squad servicing any Customer equipment it is Customer's responsibility to (1) back-up the data, software, information or other files stored on Customer's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Customer's product. Customer agrees that whether or not Customer requests back-up services from Geek Squad and/or its third party service provider, neither Geek Squad nor its third party service provider shall be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

7. ON-SITE SERVICES; DISCLAIMER

ON-SITE SERVICES. Whether an on-site visit by a Geek Squad Agent is necessary to address Customer's issue will be determined in the sole discretion of the Geek Squad Online Support Agent. For any such visits, Geek Squad will not be responsible for moving any furniture or valuables. To ensure the health and safety of Geek Squad's service providers, Geek Squad reserves the right to refuse or reschedule work due to unsafe conditions, which include, without limitation, extreme temperatures, natural disasters, or the existence of other hazards, real or perceived. Someone at least 18 years of age must be present at all times during the on-site service and must review and approve all work completed. On-site services do not include the provision of any parts or accessories. On-site services may be performed by third party, non-Geek Squad employees.

DISCLAIMER. Geek Squad shall not be liable for any failure or delay in performance due to any cause beyond its control. Geek Squad and/or its third party service providers reserve the right to refrain from providing the Services

ordered and instead refund 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 these Service Terms, as determined by Geek Squad.

8. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless Geek Squad (and its affiliates and their respective officers, directors, employees and agents) from and against any and all losses, costs, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, liens, encumbrances, security interests, settlements, judgments, and other expenses, (including but not limited to cost of defense, settlement, and reasonable attorneys' fees) of whatever type or nature, including, but not limited to, damage or destruction to property, injury (including death) to any person or persons, which are asserted against, incurred, imposed upon or suffered by Geek Squad by reason of, or arising from: (a) Customer's breach of this Agreement; (b) Customer's actual or alleged infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) Customer's actual or alleged failure to promptly pay sums due Geek Squad or third parties; (d) Customer's failure to comply with applicable laws, regulations or ordinances; or (e) the acts or omissions of Customer (or its officers, directors, employees or agents).

9. DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GEEK SQUAD EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GEEK SQUAD MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GEEK SQUAD MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM GEEK SQUAD OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO EACH CUSTOMER.

10. LIMITATION OF LIABILITY

GEEK SQUAD SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF GEEK SQUAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER. It is Customer's responsibility to back-up the software and data that is stored on Customer's computers, hard disk drive(s), and/or on any other storage devices Customer may have, and Geek Squad shall not be responsible at any time for any loss, alteration, or corruption of

any software, data, or files. Geek Squad shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to Customer by Geek Squad. Notwithstanding any language to the contrary, Geek Squad's maximum liability to Customer arising from or related to Geek Squad under this Agreement shall be limited to the sums paid by Customer to Geek Squad under this Agreement during the three months prior to the time the cause of action arose.

11. LAWS

These Service Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law provisions. Customer and Geek Squad agree to submit to the exclusive jurisdiction of the courts in Minneapolis, Minnesota. If any provision(s) of the Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Customer and Geek Squad agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

Last Revised – January 25, 2012