

## **GEEK SQUAD PHONE AND ONLINE SUPPORT 6-MONTHS TERMS OF SERVICE**

### **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE**

This Geek Squad Phone and Online Support 6-Months Terms of Service (“Service Terms”) is 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**

Upon purchase of the Service, Customer shall be eligible to receive the following services via remote or phone support (i.e., over the phone or via the Customer's computer with a Geek Squad Agent logged into the Customer's computer):

- Unlimited PC & Networking Support 24x7
- Virus & Spyware removal
- PC Tune-Up
- Data Backup Assistance
- Software Setup & Troubleshooting
- Email Setup & Troubleshooting
- Printer Help
- Cell Phone Email Setup
- MP3 Troubleshooting
- Additional peripheral devices (cameras, gaming, etc.)

Service is on a per-customer basis and is limited to three (3) devices owned by the Customer. The fee for the Service is a set fee without regard to usage (i.e., once the Customer has purchased the Service, there will be no refund of the fee even if the Customer does not use the Service thereafter). Customer must purchase the Service in 6-month increments. This Service does not include the provision of any software or hardware. Data recovery, training and training services outside of the aforementioned services are not included in the Service, but are available at Geek Squad’s standard service rate. In addition, Geek Squad agents cannot remotely access cameras, gaming systems or smartphones, and thus services which would require direct access to cameras, gaming systems or smartphones are not included in the Service.

Customer prerequisites: The Service requires a functioning high-speed Internet connection, and up-to-date antivirus software installed on any PCs that are included in the Service

### **3. PAYMENT**

If Customer would like to continue the Service after expiration of the initial Service period, Customer agrees to pay the Service fees (including any applicable taxes) for any extension of the Service at the rates in effect at the time of extension. 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**

Geek Squad may change the terms and conditions of the Service from time to time. Upon any change in the terms and conditions of the Agreement, Geek Squad will notify Customer by posting the changes to the site from which Customer purchased the Services. Geek Squad reserves the right to modify or discontinue the Service with or without notice to Customer. 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 continued 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 call 1-800 GEEK SQUAD or review our privacy policy at [www.geeksquad.com/privacy/](http://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. LIMITATIONS TO SERVICE**

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.

Updated May 30, 2012