

HOME NETWORKING MADE SIMPLE TERMS OF SERVICE

1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE

This Home Networking Made Simple Terms of Service ("Service Terms") is provided to you ("Customer") in connection with the Home Networking Made Simple service (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 THE SERVICE

- A. Consultation. Provided that the Customer is within Geek Squad's service area, a Geek Squad agent (the "Agent") will go to the Customer's home to perform an initial consultation to assess the Customer's current network technology and, at Customer's request, to connect up to three devices to the network. The Agent will explain to the Customer the types of content that can be viewed/utilized through the network and offer the Customer an opportunity to purchase content and/or services not currently owned or subscribed to by the Customer.
- B. Installation. The Agent will install the wireless router, set-up the network, and connect the agreed-upon devices and/or content to the network.
- C. Education. The Agent will educate the Customer on how to use the new network, devices, and/or content.
- D. Ongoing Support. Geek Squad will support the installed network for six months. Should a Customer have issues with the network and/or devices, the Customer can contact Geek Squad for assistance in getting those devices/content back up and running.
 - (i) Phone or On-line Support. Geek Squad shall provide Customer with basic troubleshooting and guidance through phone or on-line support. Examples of such basic troubleshooting services include performing a power cycle, and checking for network connectivity. If a Customer's computer concern is not resolved after completing basic troubleshooting, the Customer will be transferred to Geek Squad's remote assistance for troubleshooting assistance. If the issue cannot be resolved through the Geek Squad remote assistance, an Agent will be sent back to the Customer's home where the network was installed to troubleshoot the network and/or devices.
 - (ii) Do-It-Yourself Materials. Geek Squad shall provide each Customer with basic information about his or her network. Customers will also be given access to self-help videos and articles to learn how to maximize their PC experience.

3. SUBSCRIPTION AND RENEWAL

Geek Squad will notify Customer of the pending expiration of the initial 6-month term at least 30 days prior to such expiration. If Customer would like to continue the support services described in Section 2.D. (the "Support Services") after the initial 6-month term expires, Customer must subscribe and pay for the continuation of the Support Services. The initial renewal subscription of the Support Services will have a term of 12 months. If during the Support Services subscription process Customer signs up for automatic renewal, his or her subscription will renew automatically at the end of such 12-month period for additional 12-month periods, unless Geek Squad terminates the subscription or Customer notifies Geek Squad in advance of his or her decision to terminate the subscription. Geek Squad will notify Customer of each pending subscription renewal at least 30 days prior to the date the subscription renews, except as otherwise required by law.

4. PAYMENT; CANCELLATION

If Customer chooses to subscribe to the Support Services after the initial 6-month term expires, Customer must pay for the continuation of the Support Services (including any applicable taxes) at the rates in effect at the time of extension; subscription fees will be billed at the beginning of each new subscription period. 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. You may cancel your subscription to the Service within the first thirty days following your purchase of the Service and receive a refund of fees paid (less any installation charges). You must cancel your subscription to the Support Service before it renews in order to avoid billing of subscription fees for the renewal term to your credit card. If you are within a renewal period, you may cancel during the renewal period and receive a refund for any unused full month periods. It may take up to 20 business days for your cancellation request to be processed. To cancel your subscription, you must call Geek Squad at 1-800-GEEK SQUAD and request that your subscription be terminated.

5. MODIFICATIONS TO TERMS OF SERVICE AND SERVICE

Geek Squad may change the terms and conditions of the Service from time to time. Upon any such change, Geek Squad will notify the Customer by posting the changes to the site at www.geeksquad.com/NetworkingMadeSimple. 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 use of the Service constitutes an affirmative agreement by Customer to abide and be bound by these Service Terms and its modifications.

6. 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/.

7. 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.

8. 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.

9. 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).

10. 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. IT IS THE RESPONSIBILITY OF CUSTOMER TO BACK-UP ALL DATA ON COMPUTERS AND OTHER DEVICES; GEEK SQUAD WILL NOT BE HELD LIABLE FOR LOSS OF ANY CUSTOMER DATA.

11. 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.

12. TERMINATION

Either Customer or Geek Squad may immediately terminate the Service upon written notice to the other party. Upon termination of the Service, Customer's right to use the Service immediately ceases. Customer shall have no rights and Geek Squad will have no obligations regarding the Service thereafter.

13. LAWS

The 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 of the Service Terms is held by a court of competent jurisdiction to be contrary to law, then such provision 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-October 24, 2012