

# **GEEK SQUAD OFFICE SUPPORT TERMS OF SERVICE**

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

These Geek Squad Office Support Terms of Service (“Service Terms”) are provided to you (“Customer”) in connection with the Geek Squad Office Support Plan (the “Service”) that you have purchased. These Service Terms comprise the entire agreement between Customer and Geek Squad with respect to the Service.

## **2. DESCRIPTION OF SERVICE**

The Customer has purchased either the Standard Support Plan or the Advanced Support Plan, as identified on the Customer’s receipt or order acknowledgement.

Standard Support Plan: the Service includes phone and remote support (e.g., over the phone or via the Customer’s computer with a Geek Squad Agent logged into the Customer’s computer).

Advanced Support Plan: in addition to phone and remote support, the Service includes on-site support as deemed necessary and appropriate by the Geek Squad Agent. Additional charges may apply for on-site support at a location that is more than 25 miles from a Best Buy retail location.

For both of the above plans, the Service shall include the following:

- ☐ Workstation setup and support
- ☐ Software application / OS installation and support
- ☐ Computer diagnostics and tune-ups
- ☐ Data backups and transfers
- ☐ Network integration and support
- ☐ Addition of devices to a network
- ☐ Firewall and VPN support
- ☐ Server administration and setup
- ☐ Server software application / OS installation and support
- ☐ Server diagnostics and tune-ups

Service is on a per-named user basis. Each named user requires a separate service plan (e.g., if 5 named users / employees at a company require service, 5 service plans will need to be purchased). A single plan cannot be used for multiple users. Each user is limited to three (3) eligible devices owned by the Customer. Eligible devices include PCs (including notebooks, laptops, and desktops), tablets, and Apple computing products. Phones/mobile handsets, gaming systems and other electronics are not eligible devices.

Training services are not included in the Service but are available at Geek Squad’s standard service rates.

To obtain Service, Customer must have access to a functioning high-speed Internet connection and Customer must have up-to date antivirus software installed on any PCs.

Geek Squad shall attempt to complete all Services in accordance with good industry standards. If a particular situation requires extraordinary effort or time, in its sole and reasonable discretion, Geek Squad may limit the scope or nature of the Service.

***Please note that the following are not covered under this Service:***

- New server and /or new VPN installations
- Hardware failure; hardware repair or replacement

### **3. CANCELLATION AND RENEWALS**

Customer may cancel the Service and obtain a refund of the price the Customer paid, less the value of any service provided, if the cancellation occurs within 30 days of Customer's date of purchase of the Service. No refunds will be provided after such 30-day period.

The fee (including activation fee) for the Service is a set fee without regard to usage. Except for the right to cancel and receive a refund during the initial 30-day period, there will be no full or partial refund of the fee even if the Customer does not use the Service thereafter.

At our discretion, we may offer you a renewal or extension of the Service prior to the expiration of your Service period based on the Service Terms and rates (and applicable taxes) then in effect, provided that IF YOU PURCHASED A MONTH TO MONTH PLAN, SUCH PLAN WILL RENEW AUTOMATICALLY ON A MONTHLY BASIS INDEFINATELY UNLESS THE PLAN IS CANCELLED BY YOU OR BY GEEK SQUAD.

As charges are billed in advance for month to month plans and in advance of any applicable renewal period, Customer must cancel his or her subscription before the new month or applicable renewal period begins to avoid billing.

To renew or cancel the Service, you may contact your Account Manager or call 1-866-797-4388.

This Plan may be cancelled by us for fraud, material misrepresentation, unsafe work environment/conditions as determined by us, or nonpayment of the monthly Service fee if you have purchased a month to month plan ("Non-Payment Event"). If a Non-Payment Event occurs, we will provide you written notice, via mail and/or email, of the Non-Payment Event. If the Non-Payment Event is not cured within 30 days of the due date, the Service will be cancelled retroactively to midnight on the last day of the prior period for which you paid. If we cancel this Service and you have paid for a Service in advance, you will receive a pro-rata refund of the price you paid for the Service based on the percentage of the Service's unexpired term, less the cost of any service provided.

### **4. MODIFICATIONS TO SERVICE TERMS**

Geek Squad may change the terms and conditions of these Service Terms from time to time by posting the changes to [www.geeksquad.com](http://www.geeksquad.com), provided that we will provide 30 days written notice to you by mail or email prior to the effective date of any material changes that may have a detrimental impact to your receipt of the Services. 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 to any such 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 industry regulations and laws including but not limited to HIPAA compliance and Gramm-Leach-Bliley Act 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 these Service Terms; (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 RESULTING 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 – April 22, 2014