

To obtain service under this Plan, visit <a href="www.geeksquad.com">www.geeksquad.com</a> or call 1-800-GEEKSQUAD (1-800-433-5778) 24 hours a day, 7 days a week. You can initiate/schedule service or check on your repair status.

Phone and Web support regarding product performance:

- To receive phone assistance, call 1-800-GEEKSQUAD (1-800-433-5778).
  - Phone assistance for your covered products includes: Answers to questions regarding product use, diagnosis of issues and recommendation of repair options, explanation of Geek Squad Protection Plans, coverage and claims.
- To receive online assistance visit: <a href="www.GEEKSQUAD.com">www.GEEKSQUAD.com</a>. On-line agents will provide service on selected products or provide direction on how to receive service.

Common Geek Squad Protection phone numbers

- Geek Squad Protection Monthly Billing: 1-866-548-0885
- Geek Squad Protection Renewal: 1-866-242-4568

This is a legal contract (hereinafter referred to as the "Plan"). By purchasing it, you understand that it is a legal contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. This Plan and your purchase receipt, containing the effective date and expiration date of your Plan, and the product purchase identification constitute the entire agreement between you and us.

Employees or agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.

**Definitions.** Throughout this Plan the words "we", "us" and "our" refer to Chartis WarrantyGuard, Inc. ("CWG"), the Obligor and Administrator of this Plan. CWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606-6613, telephone 1-800-250-3819. In Florida and Oklahoma, the Obligor is Chartis Warranty Services of Florida, Inc., whose address is 180 Maiden Lane, 25th Floor, New York, New York 10038, telephone 1-800-250-3819. "Best Buy" refers to Best Buy Stores, L.P. "Magnolia" refers to Magnolia Hi-Fi, Inc. The words "you" and "your" refer to the purchaser of this Plan.

## A. Geek Squad Protection (GSP) - General Plan Coverage.

General Plan Coverage applies to electronics, computers/portable computing devices, contract and non-contract based mobile devices and major appliances. This Plan covers parts and labor costs to repair your product in the event your product fails to properly operate due to:

- 1. Defects in materials or workmanship;
- 2. Normal wear and tear;
- 3. Dust, internal overheating, internal humidity/condensation;
- 4. Power surge/fluctuation;
- 5. Defective pixels for those products that have a pixel-based display. Pixel repair will be based upon three defective pixels throughout the entire display area;
- 6. Image burn-in for all screens regardless of product category.
- Battery failure. One battery repair or replacement of a rechargeable or imbedded battery when the original rechargeable or imbedded battery is defective as determined by us, and at our sole discretion. The battery will qualify for replacement only if it fails to accept or hold a charge per manufacturer guidelines. The following products qualify: Notebooks, tablets, eReaders, contract and non-contract based mobile devices, digital cameras, digital camcorders, MP3 players, personal transportation devices, portable DVD players and portable gaming systems.
  - We may require you to return your original defective battery to us to receive a replacement battery.
  - We may require the product be sent to a service center to replace the battery.
  - NOTE: Disposable batteries (AA, AAA, C, LR44, DL123A, etc.) do not qualify for this coverage.
- One-time repair or replacement, at our sole discretion, of chargers, remote controls, cradles and accessories
  that were included with your product at the time of purchase; these products may be mailed to you and are
  limited to one like item per Plan term.
  - Replacement accessory may be of like kind and quality, new or refurbished, to meet the manufacturer's specifications of the original accessory at our discretion.
  - We may require you to return your original defective accessory to us to receive a replacement.
  - If the original manufacturer's accessory is no longer available, we will provide you with a suitable/comparable replacement.

- Your coverage under this Plan is effective beginning on the date you purchase your product or on the date your original product was delivered to you as stated on your purchase receipt and will expire either one, two, three, four or five years from this effective date depending on the length of the Plan you purchased. This Plan is inclusive of your product's manufacturer's warranty; it does not replace your product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Plan during the term of the manufacturer's warranty. Products must be utilized as the manufacturer intended as stated in your manufacturer's warranty.
- Your Plan may auto-renew in accordance with Section M of this Plan.
- Parts and service covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the manufacturer's responsibility and are not covered under this Plan.
- After the manufacturer's warranty expires, this Plan continues to provide the benefits under the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within these terms and conditions.
- At our sole discretion, we have the option of (1) repairing your product, (2) replacing it with a product of like kind and quality and of comparable performance, or (3) reimbursing you for replacement with a voucher or gift card equal to the product's current market value as determined by us, not to exceed the original purchase price of your product, including taxes.
  - Technological advances may result in a replacement product with a lower selling price than the original.
  - Replacement parts or products may be new or refurbished to meet the manufacturer's specifications of the original part/product at our discretion.
  - Geek Squad Rapid Exchange, which utilizes refurbished products of like kind and quality and of comparable performance, will be used to replace certain covered products. Products replaced under Rapid Exchange come with a limited warranty from the product's manufacturer.
  - Parts/products replaced under the terms and conditions of this Plan become the sole property of CWG/Best Buy/Magnolia except where prohibited by law.
  - Our obligations under this Plan will be fulfilled in their entirety if we replace your product with a new or refurbished product, or issue you a youcher or gift card pursuant to these terms and conditions.
- If your original product was delivered and/or installed by Best Buy or Geek Squad as stated on the same
  purchase receipt as the one provided through the purchase of this Plan, and you receive a replacement
  product pursuant to these terms and conditions or it is necessary for us to remove your product for it to be
  serviced, we will cover the delivery and/or installation costs for your replacement product or serviced product
  exclusive of any and all parts such as mounting brackets, kits, etc. that may be needed to complete the
  installation.

## B. Geek Squad Protection (GSP) - Accidental Damage from Handling (ADH) Coverage.

- ADH coverage provides for parts and labor costs to repair your product damaged as a result of an
  unexpected and unintentional external event (i.e., drops and spills) that arise from normal daily usage of the
  product as the manufacturer intended.
- ADH expires one, two, three, four, or five years from the original product purchase date as stated on your
  purchase receipt. If we determine at our sole discretion that your product cannot be repaired, we will replace
  it with a product of like kind and quality that is of comparable performance or reimburse you for replacement
  of the product with a voucher or gift card, at our discretion, equal to the current market value of the product,
  as determined by us, not to exceed the original purchase price of your product, including taxes.
- Cosmetic damage to your product including but not limited to scratches, tears, dents and broken
  plastic on parts, that does not otherwise affect or impede its functionality or materially impair your
  use of the covered product/device is not covered.
- If you purchased ADH Coverage, as stated on your sales receipt, this Plan will include the applicable General Plan Coverages listed in Section A and Product Specific Repair Coverages listed in Section C.
- If your product has been replaced pursuant to this ADH coverage, the Plan has been fulfilled in its entirety.
- ADH Coverage Exclusions: products damaged in falls from elevated heights (e.g., decks, balconies, windows); products that have been run over by or fall from moving vehicles; products damaged by liquid immersion/submersion or any other secondary damage; products damaged due to their use in a manner the manufacturer did not intend.

## C. Geek Squad Protection (GSP) - Product Specific Repair Coverage.

Specific coverages are provided to you under this Plan for the following products and are in addition to the coverages as stated within Section A. Coverage:

## 1. Home Theater Products (purchased at Best Buy or Magnolia Home Theater):

Recalibration is provided on applicable televisions. This benefit only applies if you purchased TV calibration from Best Buy on the same receipt as this Plan.

- It is your responsibility to schedule the recalibration after completion of a qualified repair by calling 1-800-GEEKSQUAD (1-800-433-5778). This benefit also applies if the TV is replaced under the term of this Plan.
- One bulb replacement for DLP, Projection LCD TVs and Home Theater Projectors of your original bulb during the term of this Plan.
- One-time 3-D glasses repair or replacement, when the original manufacturer's 3-D glasses that are packaged inside the TV box are defective as determined by us, at our sole discretion. You may be required to return your original defective 3-D glasses to us to receive a replacement.
- Removal and reinstallation of your TV in the same location for service purposes provided the TV was
  delivered and/or installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider
  or Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this
  Plan.
- Coverage for blown speaker components as a result of normal usage. Intentional abuse or misuse of your stereo that results in blown speaker components will result in denial of your claim for coverage.
- Home speakers and subwoofers (powered and non-powered) will be covered for a period after the
  expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum
  combined coverage limit of ten years.
- Preventative maintenance checks and alignments on a carry-in basis for CD players, DVD players, Bluray players, TV/VCR/DVD combinations and Portable DVD players. The preventative maintenance checks are limited to one per Plan year.
- Removal and reinstallation of your home audio speakers for service purposes provided the product was installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider or Best Buy Installation Technician as stated on the same purchase receipt as the purchase of this Plan.

## 2. Contract and Non-Contract Based Mobile Devices:

- All defective/malfunctioning contract-based mobile devices will be replaced with a product of like kind and quality of comparable performance using Geek Squad's Rapid Exchange process.
- If you are paying for your Plan on a monthly basis, your account must be current to receive service.

#### 3. Appliances

In addition to the coverages for the products specifically listed in this subsection, this Plan also provides for the removal and reinstallation of an appliance in the same location for service purposes provided that the appliance was delivered and/or installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider, or a Geek Squad Installation Technician as stated on the same purchase receipt as the purchase of this Plan.

## a. Top/Front-Loading Conventional Washers:

 Parts coverage to repair the transmission or drive motor part will be covered for a period after the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of up to ten years.

#### b. Washers/Dryers and Combination Washer/Dryers:

- Laundry color-match policy. This policy applies only if your washer and dryer were purchased at the same time and are both covered by a Plan, be it individual Plans or a combination Plan. This offer applies to the color of the unit to be replaced (i.e., blue for blue, red for red) as it relates to its complimentary product. If the unit needs replacing and the replacement colors are unavailable from the brand currently covered you can elect a different color or brand and we will "No Lemon" both units. Protection Plans on both units are considered fulfilled if color match benefit is utilized and you receive two new units. Includes pedestals and stacking kits.
- Up to a \$25 reimbursement for laundry cleaning services per qualified service repair if your product is out for service for more than seven consecutive days once service has been scheduled.
  - You have up to 90 days from the date of our authorization or before the Plan expires, whichever comes first, to submit your laundry reimbursement claim.
  - You are required to complete and submit a claim form. This form provides space to itemize each laundry reimbursement claim. Along with this form please include copies of the work order and original Best Buy sales receipt and fax or mail the paperwork to the contact below.

GSP Reimbursements ATTN: Reimbursements C8 7601 Penn Ave South Richfield, MN 55423 Fax: 952-430-7852

The Laundry Loss Reimbursement Claim form can be found at: www.geeksquad.com/GSPLaundryCredit

## c. Refrigerators and Freezers:

- Parts coverage to repair the compressor part will be covered for a period after the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of up to ten years.
- Up to a \$200 reimbursement for food spoilage due to a covered product failure.
  - You have up to 90 days from the date of our authorization or before the Plan expires, whichever comes first, to submit your food spoilage reimbursement claim.
  - You are entitled to one food spoilage reimbursement per covered product failure event.
  - You are required to complete and submit a claim form. This form provides space to itemize each food spoilage reimbursement claim. Along with this form please include copies of the work order and original Best Buy sales receipt and fax or mail the paperwork to the contact below.

GSP Reimbursements ATTN: Reimbursements C8 7601 Penn Ave South Richfield, MN 55423 Fax: 952-430-7852

The Food Spoilage Reimbursement Claim form can be found at: www.geeksquad.com/GSPFoodSpoilage

## d. Air Conditioners (sold as supplemental heating or cooling units and are not the primary source of ventilation):

 Sealed system coverage and parts coverage for the compressor will be covered for a period after the expiration of the manufacturer's warranty according to the Plan term you purchased with a maximum combined coverage limit of ten years.

### e. Vacuum Cleaners:

Vacuum cleaners will be covered for a period after the expiration of the manufacturer's warranty
according to the Plan term you purchased with a maximum combined coverage limit of ten years.

#### 4. Home Office Equipment:

· One bulb replacement of your original bulb for desktop projectors during the term of this Plan.

## 5. Gaming Systems:

- A one-time Accidental Damage from Handling (ADH) repair or replacement, at our sole discretion, of game console controller(s) that were included with your product at the time of purchase; these products may be mailed to you and are limited to one like item per Plan term.
  - Replacement controllers may be of like kind and quality, new or refurbished, to meet the manufacturer's specifications of the original controller at our discretion.
  - We may require you to return your original defective controller to us to receive a replacement.
  - If the original manufacturer's controller is no longer available, we will provide you with a suitable/comparable replacement.
- All defective/malfunctioning gaming systems will be replaced with a product of like kind and quality of comparable performance using Geek Squad's Rapid Exchange process.

## 6. Digital SLRs:

Carry-in preventative maintenance checks are limited to digital SLRs and one per Plan year.

#### 7. Car Electronic Products:

- Preventative maintenance checks and alignments for CD players, DVD players and TV/DVD
  combinations. The preventative maintenance checks are limited to one per Plan year. Coverage for
  blown speaker components for car stereo speakers as a result of normal usage. Intentional abuse or
  misuse of your stereo that results in blown speaker components will result in denial of your claim for
  coverage.
- Removal and reinstallation of your car audio product in the same vehicle for service purposes provided the product was installed by a Geek Squad Auto Technician as stated on the same purchase receipt as the purchase of this Plan.

## D. Geek Squad Protection Replacement Plan (GSP-RP).

- This Plan provides for the replacement of your covered product found to be defective by us. If we determine in our sole discretion that your product needs replacement, we will replace your product with a new or refurbished product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes.
- Your coverage under this Plan is effective beginning on the date you purchase your product as stated on your purchase receipt and will expire either one, two, three, four, or five years from this effective date depending on the length of Plan you purchased and as stated on your purchase receipt. Our obligations under this Plan will be fulfilled in their entirety if we replace your product with a new or refurbished product or issue you a voucher or gift card for replacement of your product pursuant to these terms and conditions. This Plan is inclusive of your product's manufacturer's warranty; it does not replace your product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Plan during the term of the manufacturer's warranty. Parts and services covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the manufacturer's responsibility and are not covered under this Plan. Accessory replacements are limited to one like item per Plan term. After the manufacturer's warranty expires, this Plan continues to provide the benefits provided by the manufacturer's warranty, as well as certain additional benefits as listed within these terms and conditions.

# E. Geek Squad Protection Replacement Plan (GSP-RP) CDs, DVDs, Blu-Ray and Video Game Software Coverage.

- This Plan provides coverage for products that are defective due to scratches as a result of normal use.
- This Plan provides for replacement of the product found to be defective with a product that has the same title as your original CD, DVD, Blu-Ray, Video Game software title. In the event that the identical product is no longer available, you will be reimbursed the product's current purchase price. Once a replacement product or reimbursement has been issued, this Plan is fulfilled.
- Call-in solution only. To file a claim please call 1-800-GEEKSQUAD (1-800-433-5778).

#### F. No Lemon Policy.

- After two qualified service repairs have been completed on an individual product and that individual product requires a third qualified repair, as determined by us, we will replace it with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a voucher or gift card, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.
- Replacement products may be new or refurbished to meet the manufacturer's specifications of the original product at our discretion. Technological advances may result in a replacement product with a lower selling price than the original product.
- For clearance, open-box and other products originally purchased at a discount, we reserve the right to issue a gift card or voucher for the original discounted purchase price plus tax.
- Accidental Damage from Handling (ADH) repairs do not qualify towards the No Lemon benefit.
- After a qualified repair, any additional repairs requiring functional part(s) replacement or technician-required
  adjustment made under Best Buy's 30-day service warranty are not a 'qualified service repair' and do not
  qualify towards the No Lemon benefit.
- The original product and purchase receipts must be returned to Best Buy along with authorized service repair receipts from two separate qualified service repairs to qualify. One service request number, requiring functional part(s) repair/replacement or technician-required adjustment is the equivalent of one repair.
- Keep your service receipts. Copies of service receipts cannot be provided by us.
- Preventative maintenance checks, consumer requested alignments, bulb replacements, cleanings, product diagnosis, customer education, troubleshooting/telephone diagnosis, accessory repairs/replacements, remote controls, gaming controllers, ice makers, computer keyboards & speakers, headphones or ear buds, 3D glasses, all rechargeable batteries, mouse repairs/replacements, computer software related problems,

virus and/or spyware damage/removal, no fault found diagnosis and repairs done outside the U.S.A. are not considered repairs for the purposes of the No Lemon Policy.

This benefit does not apply to Renewal Plans.

## G. Exclusions to Coverage.

This Plan does not cover:

- Damage to your product caused by accident (unless you have purchased the optional ADH Coverage and
  it's a covered event), abuse, neglect, intentional physical damage, misuse (including faulty installation,
  repair, or maintenance by anyone other than an authorized service provider), unauthorized modification,
  viruses and/or spyware, performance failures due to not maintaining firmware updates, extreme environment
  (including extreme temperature or humidity), external condensation, mold, immersion/submersion in liquid
  (e.g., pool, bathtub), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software
  related failures. Acts of God or other external causes.
- Lost or stolen products (this Plan only covers products returned to us in their entirety).
- Cosmetic damage to your product including but not limited to scratches, tears, dents and broken
  plastic on parts, that does not otherwise affect or impede its functionality or materially impair your
  use of the covered product/device.
- Products with serial numbers that have been altered, defaced or removed; problems caused by a device that
  is not your product, including equipment purchased at the same time as your product; controllers,
  consumable parts, such as batteries, unless expressly provided for herein; damage to, or loss of any
  software or data residing or recorded in your product (when providing repair or replacement service, we will
  use reasonable efforts to reinstall your product's original software configuration and subsequent update
  releases, but will not provide any recovery or transfer of software or data contained on the serviced unit not
  originally included in your product).
- Failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, "no problem found" diagnoses, or failures that occurred prior to the purchase of this Plan.
- Products used for commercial purposes, unless expressly stated on your purchase receipt that this is a Commercial Plan.
- Product use not consistent with either its design or the way the manufacturer intended it to be used. Example: humidity damage on TVs not designed for outdoor use.
- Damage to your gaming console due to software-related issues.
- Personal items left in the product (you are responsible for removing all personal items from the product before service is performed); parts and services covered under your product's manufacturer's warranty; remote control reprogramming; damage due to contact with any human or animal bodily fluids, or secondary damages.
- This Plan excludes products that are not listed on this Plan, including products attached to the covered product, such as components or add-on accessories.
- ADH Coverage Exclusions: products damaged in falls from elevated heights (e.g., decks, balconies, windows); products that have been run over by or fall from moving vehicles; products damaged by liquid immersion/submersion or any other secondary damage; products damaged due to their use in a manner the manufacturer did not intend.

### H. Obtaining Repair or Replacement Service.

- To obtain service under this Plan, visit <a href="www.geeksquad.com">www.geeksquad.com</a> or call 1-800-GEEKSQUAD (1-800-433-5778), 24 hours a day, 7 days a week. You can initiate/schedule service or check on your repair status. During this call we will include a fault diagnosis to clarify the problem prior to scheduling any in-home service. Service performed in-home will be done during regular business hours and is at our discretion.
- If in-home service is provided for the full term of your manufacturer's warranty for major appliances, air conditioners, over the range microwaves, fitness equipment and 42" TVs and above then it will be provided under this Plan. If your manufacturer provides in-home service for TVs under 42" then it will be provided under this Plan as well.
- You are responsible for delivering and picking up your product for carry-in service.
- Repairs or replacements will be performed at our discretion by a Best Buy Service Center or authorized third party service provider.
- In some cases, we may require you to ship your product for repair at our cost. Be sure to have the original purchase receipt or exchange receipt available so that your claim can be processed.
- Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished or non-original manufacturer's parts that perform to the factory specifications of the product.
- If we determine, at our sole discretion, that your product cannot be repaired, we will replace it with a new or refurbished product of like kind and quality that is of comparable performance or reimburse you for

replacement of the product with a voucher or gift card, at our sole discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes.

- You have up to ninety days from the date of our no-lemon authorization or before the Plan expires, whichever comes first for you, to complete your product replacement transaction.
- Technological advances may result in a replacement product with a lower selling price than the original product.
- In some situations, product replacements will be fulfilled by replacing a defective component of the product such as a power supply or earbuds if such components were originally included with your product; these products may be mailed to you and are limited to one like item per Plan term.
- We may require you to secure your replacement product or part with a credit card number until we receive the defective product or part from you. If we do not receive your defective product or part, your credit card may be charged the value of the replacement product or part.
- If you are paying for this Plan on a monthly basis, your payments must be current to receive any services under this Plan.
- A service order disclaimer must be signed to obtain repairs. This service order disclaimer does not form a part of this Plan and is a separate legal document. Please refer to the service order disclaimer as additional terms/conditions may apply.
- We may charge you a diagnosis fee to determine the cause of the product failure. If it is determined that the cause of the product failure is covered under either the manufacturer's warranty or these terms and conditions, we will refund you the diagnosis fee.
- You must provide a safe, non-threatening environment for our technicians to receive service. Service may
  be denied if the environment is deemed unsafe or inaccessible at our discretion. Some products may need
  to be removed from the home to be repaired.

## I. Obtaining repair or replacement service outside the United States

To obtain service outside the United States in accordance with your Plan, please locate a manufacturer authorized service center/depot and drop your product off for service. Customers are required to pay the service provider for repairs and then submit your repair bill for Reimbursement.

- International service does not provide for
  - Accidental Damage from Handling coverage
  - o In-home/on-site service
  - Phone/web support
  - o Preventative maintenance checks
  - o One-time battery replacement coverage
  - One-time accessory replacement coverage
  - No Lemon coverage

To be reimbursed for the service work that has been completed and paid for by you, please follow one of these two options:

## Option 1) Go to www.bbyintl.com

- Select the language that you would like to transact in.
- Please follow the entry requests your name, address, Original Invoice #, Original date of purchase, and the information related to the repair you have paid for then hit submit.
- Once your information has been verified, a check will be sent directly to you for the value of the repair, including any applicable taxes.

## Option 2) Call the appropriate phone number below for the country you are calling from

- Products purchased at a U.S. Store and calling from Canada
  - o For service call: 1-888-539-6883
- Products purchased at a U.S. Store and calling from Mexico
  - o For service call: 001-800-627-8735
- Products purchased at a U.S. Store and calling from Brazil
  - o For service call 00 XX (\*carrier code) 800-556-56565
  - \* For Brazil the exit code 00 must be followed by a carrier code XX which can be:
  - 14 (Brasil Telecom)
  - 15 (Telefonica)
  - 21 (Embratel)
  - 23 (Intelig)
  - 31 (Telemar)

• For all other countries, the customer must call the international prefix of the country you are calling from, then the U.S. country code, then 800-556-56565. Note: Do not call this number within the U.S. This number is not valid in the U.S. This number does not work for Mexico or Canada.

## J. Availability of Services.

While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

#### K. Purchaser Records.

You must have this Plan and all original purchase/exchange/service receipts to receive service under this Plan.

## L. Limits of Liability.

For any single claim, the limit of liability under this Plan is the lesser of the cost of (1) authorized repairs, (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance, or (3) reimbursement for authorized repairs or replacement. The total liability under this Plan is the current market value of the product, as determined by us, not to exceed the original purchase price of your product, including taxes. Technological advances may result in a replacement product with a lower selling price than the original product. In the event that the total of all authorized repairs exceeds the current market value of the product or we replace the product, we shall have satisfied all obligations owed under the Plan.

#### M. Renewable/Auto-Renewal.

- This Plan may be renewed at our discretion. If renewed, the renewal term and price may vary based on the age, condition of the product, and current service costs at the time of the renewal.
- It is at our discretion to determine the type of renewal benefits for which your product is eligible.
- SOME PLANS WILL AUTO RENEW ON A MONTHLY BASIS UNLESS THIS PLAN IS CANCELLED AS SET FORTH IN SECTION P CANCELLATION.
  - o If you purchased a Plan which is paid monthly on a credit or debit card, your Plan will continue for the set Plan period and then monthly until such time as you cancel your Plan, coverage is no longer available on your product, or your Plan has been fulfilled based on the terms and conditions of your Plan. This may be referred to as: Continuous Monthly Billing.
- A renewal reminder may be provided prior to the expiration of the Plan. Using the Access Code provided in the renewal reminder email or letter go to <a href="www.GeekSquad.com/GetProtected">www.GeekSquad.com/GetProtected</a> to start the renewal process. For more information call 1-866-242-4568.

## N. Transferable.

This Plan is transferable to another owner for the product identified by the serial number on this Plan. There are no restrictions to transfer your Plan provided your Plan is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts or exchange receipts, must be transferred to the new owner. Call 1-800-GEEKSQUAD (1-800-433-5778) or visit your nearest Best Buy store to transfer your Plan.

#### O. No Deductibles.

There are no deductibles under this Plan.

## P. Cancellation.

There are no fees to cancel this Plan. This Plan will be cancelled by us for fraud, material misrepresentation, unsafe work environment/conditions as determined by us, or nonpayment of the monthly Plan fee if you have purchased a monthly bill Plan. In the event of cancellation by us, written notice of cancellation will be mailed or emailed to you not less than 30 days before the cancellation is effective. If we cancel this Plan, you will receive a pro-rata refund of the price you paid for the Plan based on the percentage of the Plan's unexpired term, less the cost of any service provided. You may cancel this Plan at any time for any reason by cancelling at a store, by calling 1-800-GEEKSQUAD (1-800-433-5778), or by sending a notice of cancellation to us. If you cancel within 30 days of your Plan's purchase or receipt of this Plan, whichever occurs later, you will receive a full refund of the price paid for the Plan less the value of any service provided to you under this Plan. If you cancel more than 30 days after your receipt of the Plan's unexpired term, less the cost of any service provided. If you have purchased a monthly bill Plan and you cancel more than 30 days after your receipt of this Plan, you will continue to be covered for the 30 day period from your final monthly payment since you paid 30 days in advance. Your contract will be cancelled on the next billing date. For the monthly bill Plan it may take up to 60 days for the cancellation to be reflected on your credit card statement.

Mail cancellation request along with this document and all original receipts to:

AWG / GSP Plans ATTN: Cancellations P.O. Box 9312 Minneapolis, MN 55440-9312

#### Q. Insurance Securing this Plan.

This Plan is not a contract of insurance. This Plan is secured by an insurance policy provided by Illinois National Insurance Company, 300 South Riverside Plaza, 23<sup>rd</sup> Floor, Chicago, IL 60606 and telephone number (800) 250-3819 or New Hampshire Insurance Company, 180 Maiden Lane, 25th Floor, New York, NY 10038 and telephone number (800) 250-3819 depending on the state in which you reside. If, within 60 days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company.

## R. State Variations.

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

**Arizona Residents:** If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

**California Residents:** For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

**Connecticut Residents:** The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Plan.

Florida Residents: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium. If we determine in our sole discretion that your product cannot be repaired or your product provides for replacement instead of repair, we will replace your product with a product of like kind and quality that is of comparable performance or reimburse you for replacement of the product with a check, at our discretion, equal to the current market value of the product, as determined by us, not to exceed the original purchase price including all applicable taxes. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

**Georgia Residents**: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we

shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you. Should a discrepancy arise in the interpretation of a given issue between the English version and a version issued in another language, the English version will take precedence in all matters.

Illinois Residents: You may cancel this Plan: a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price, less a cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00); or b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received, and the cancellation fee not to exceed the lesser of ten percent (10%) of the Plan price or fifty dollars (\$50.00).

Nevada Residents: You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 45 days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Plan, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan no cancellation fee will be imposed and no deduction for claims paid will be applied. If your covered failure results in a loss of heating, cooling, or electrical power to your air conditioner or refrigerator/freezer, repairs on your covered product will commence within 24 hours after you report your claim. If these repairs cannot be completed within three (3) calendar days, we will send you a report indicating the status of these repairs. This Plan will be cancelled for fraud or material misrepresentation by you. If you are paying for your Plan on a monthly basis we may not deny service to you for non-payment of the monthly fee, however, upon fifteen (15) day's notice of such non-payment, your Plan will be cancelled. We may deny coverage if you do not provide our repair technicians a safe work environment/condition to perform service.

**New Mexico Residents:** If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Plan; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Plan.

**North Carolina Residents:** The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

Oklahoma Residents: THIS PLAN IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS PLAN. THIS PLAN WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. IF EITHER YOU OR WE CANCEL THIS PLAN, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE PLAN, LESS THE COST OF ANY SERVICE RECEIVED. IN THE EVENT THE CONTRACT IS CANCELED BY THE WARRANTY HOLDER, RETURN OF PREMIUM SHALL BE BASED UPON NINETY PERCENT (90%) OF THE UNEARNED PRO RATA PREMIUM. IN THE EVENT THE CONTRACT IS CANCELED BY THE ASSOCIATION, RETURN OF PREMIUM SHALL BE BASED UPON ONE HUNDRED PERCENT (100%) OF UNEARNED PRO RATA PREMIUM.

**South Carolina Residents:** To prevent any further damage, please refer to the owner's manual. In the event the service Plan provider does not provide covered service within (60) days of proof of loss by the Plan holder, the Plan holder is entitled to apply directly to the Insurance Company. If the Insurance Company does not resolve such matters within sixty (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467. A ten (10) percent penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after you cancel the Plan.

**Texas Residents:** You are entitled to a "Free Look" period for this Plan. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25.00) or ten percent (10%) of the Plan fee, whichever is less. If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46<sup>th</sup>) day after the date on which the Plan is returned to the provider. CWG: TDLR Lic #:162.

**Utah Residents: NOTICE.** This Plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. If we cancel this Plan due to fraud or material misrepresentation, you will be notified 30 days prior to the Plan cancellation. If we cancel this Plan due to non-payment, you will be notified 10 days prior to the plan cancellation.

Washington Residents: You may apply directly to the insurance company.

Wisconsin Residents: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE. This Plan shall not be cancelled due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. We will not exclude unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. Failure by you to give notice or proof within a reasonable time will not invalidate or reduce your claim unless we are prejudiced by the failure to give notice. If this Plan is canceled, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Plan to us. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation.

## TRANSFER OF OWNERSHIP

Call 1-800-GEEKSQUAD (1-800-433-5778) or bring to your local Best Buy Store
Date of Transfer (/)
Name of Original Owner:
Name of New Owner:
New Owner's Address:
New Owner's Phone Number:
Original Owner's Signature:
, <del></del>
New Owner's Signature:
We the above signers hereby acknowledge the transfer of this Plan.
Geek Squad Protection Form # = 115587 (6/13)
(The original text of this warranty in English shall be considered authentic for all legal purposes.)
Part Number = 1941-0282111