

## **Geek Squad Office Support Program**

### **Terms and Conditions**

**Services:** Geek Squad will provide you with or arrange for you certain Services during the Term of your Plan. The Services include:

- Initial Technology assessment
- Initial network setup and optimization
- Initial Office and Workstation setup
  - Setup of any new devices
  - Installation and configuration of included software
  - Scheduling data backup
  - Tune ups, troubleshooting and tutorials as required
  - Communicate the different ways to access ongoing support
- Initial Network setup and optimization
- In-store software and operating system support including virus removals, system optimization and tune-ups.
  - Available at any Best Buy location in Canada
- Online technical support including virus removals, system optimization and tune-ups.
  - Visit [www.geeksquad.ca/officesupport](http://www.geeksquad.ca/officesupport) to get started
- Over the phone technical support
  - Contact 1.855.GSCANADA
- 2 on-site maintenance visits per program year
- On-site Support and Project services
  - Pre-set amount of on-site services per program year depending on your plan tier:
    - Tier 1 (1-4 workstations): 2 services
    - Tier 2 (5-9 workstations): 3 services
    - Tier 3 (10 – 14 workstations): 5 services
    - Tier 4 (15-19 workstations): 8 services
    - Tier 5 (20-25 workstations): 12 services
  - Services are limited to existing Geek Squad services or Existing Appliance Installation services currently offered by Geek Squad. Limit of one (1) Existing Appliance Installation service per year.
  - Excludes New Appliance Installation services or any installation that requires the running of a new water line, gas line, or electrical line (I.E. un-roughed in gas or water line services)
  - Trips do not “rollover”, they expire every program year
  - Contact us via online chat at [www.geeksquad.ca/officesupport](http://www.geeksquad.ca/officesupport) or over the phone at 1.855.GSCANADA to arrange for service
  - Additional trips can be purchased at standard Geek Squad rates
- Software
  - 1 licence per workstation
  - Internet Security/Anti-Virus compatible with Windows, MacOS, and Android based devices.

- Computer Backup software with a shared 5TB of cloud storage (provided by a third party).

**Plan Purchase Price:** The Plan purchase price is the monthly payment set out on your original purchase invoice multiplied by the months in the Term of your Plan plus applicable taxes.

At your option, the price for your Plan may be paid in one single payment at the time of the original purchase or in convenient monthly installments over the Term of your Plan. The Plan purchase price is the same for both payment options. If you select the monthly installment option, the first monthly payment must be paid at the time of purchase and will be charged to the credit card account designated by You at point of sale. Subsequent monthly payments will begin after the expiration of the first month period. You will be required to pay the Plan monthly installment amount as set out on your original purchase invoice, plus applicable taxes, over the Term of the Plan you have purchased, unless the Plan is cancelled or terminated as set forth in the “Cancellation” section. We will collect your Plan Purchase Price, subject to the provisions listed in the “Payment Details” section below.

**Payment Details:** For the monthly installment option, we will charge the credit card account you designated each monthly payment of the Plan as described in the “Plan Purchase Price” section above. We reserve the right, at our option, to accept another method of payment.

At any time during the Term of your Plan, you may pay out the sum of the remaining monthly installments in one single payment.

Geek Squad reserves the right, upon notice to you, to modify the pricing for the Plan. If Geek Squad increases the price of the Plan you may, within fourteen (14) days of Geek Squad’s pricing modification notice, cancel the Plan with no penalty to you. **The foregoing does not apply in the province of Quebec.**

If you wish to make a payment, change your payment option or method of payment, you may call 1.855.GSCANADA or visit [www.geeksquad.ca/manageaccount](http://www.geeksquad.ca/manageaccount).

**Manufacturer and Other Warranties:** THIS PLAN IS A SERVICES CONTRACT, IT IS NOT A WARRANTY. For any warranty related issues you must contact your warranty provider.

Neither Geek Squad nor you will have any further rights, liabilities or obligations under the Plan once ended.

**Cancellation:** At its option, Geek Squad may cancel the Plan on the basis of (a) your fraud or misrepresentation; (b); (c) an unauthorized use of the Plan; (d) your non-payment of the Plan purchase price (monthly instalment, single payment or single payment due to non-payment of your monthly instalment), after a thirty (30) day period to cure; (e) without limiting the foregoing, your failure to comply with any of the terms and conditions set out in the present document after a thirty (30) day period to cure; or (f) except in the province of Quebec, at its discretion upon thirty (30) days written notice to You.

You may cancel this Plan for any reason at any time within thirty (30) days of the original purchase date of the Plan and receive a full refund of any payment made to this Plan less the cost of services received (if any), unless otherwise prohibited by law. For lump sum payments, you will receive a pro-rated refund.

After the first thirty (30) days, you may cancel this Plan for any reason at any time. If your plan is a tier one or tier two plan, you will be subject to a service recovery fee of \$400 ("Service Recovery Fee"). Any cancellation requests should be made by contacting Geek Squad at 1.855.GSCANADA or by contacting your account manager directly.

For lump sum payments, subject to the Service Recovery Fee, you will receive a pro-rated refund.

No Services will be received after cancellation or expiry of this Plan. This includes but is not limited to: security services, cloud storage accounts and any data housed in those accounts.

For Quebec Users: you expressly waive the application of sections 2125 and 2129 of the *Civil Code of Quebec*.

**Transferable:** This Plan is not transferable.

**Entire Agreement:** Your original purchase invoice and this document are intended by the parties to be a final statement of the entire agreement between you and Geek Squad and supersede all prior written or oral negotiations, understandings and agreements concerning the subject matter of the Contract (the "Contract"). No amendment or modification of the Contract will be binding, except by a written agreement signed by the party to be bound thereby.

No oral or written representations, warranties or conditions of the Contract will be binding, except by a written agreement signed by the party to be bound thereby. **In the province of Quebec, the foregoing is not intended to relieve Geek Squad from the consequences of its own acts or the acts of its representatives.**

**General:** Geek Squad may assign this Plan without your consent and upon notice to you. If Geek Squad does assign this Plan, the assignee(s) will assume all obligations to you, and Geek Squad will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under the Plan. This Plan may not be modified, altered or amended without the written agreement of Geek Squad. With the exception of pricing changes, any additional or altered terms shall be null and void, unless expressly agreed to in writing by you and Geek Squad. Geek Squad may audit you to ensure compliance with the terms of this Contract, including but not limited to use of the Services, and number of users. Should Geek Squad determine any non-compliance with the Contract has occurred Geek Squad may cancel the Contract pursuant to the terms of the Cancellation section of the Contract. You are not entitled to a refund for any unused Services. If any term of this Plan or the respective contracts hereunder, is held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired.

**General Exclusions:** The following are not covered in respect of the Services provided by this Plan:

1. services for offices with more than twenty-five (25) users;
2. physical maintenance, repair or replacement of any product;
3. replacement cost for lost or consumer replaceable parts (such as light bulbs, racks, shelves, trays, knobs or dials, rinse aids, filter, belts, crisper trays etc.);
4. unauthorized servicing and transportation charges;

5. Products used by the general public, used as a lease or rental or used in common areas in multi-family housing, unless noted specifically as a commercial Plan on the original purchase invoice;
6. indirect, consequential or incidental damages, including, but not limited to, loss of profits, down-time and charges for time and effort;
7. fees related to third party contracts;
8. “no problem found” or “no fault found” type diagnosis and intermittent errors that cannot be reproduced; or
9. on-site Services are not available for locations more than fifty (50) kilometers from a Best Buy store location.

**Limitations:**

1. GEEK SQUAD IS NOT LIABLE TO YOU IF IT IS UNABLE TO PERFORM ITS OBLIGATIONS HEREUNDER DUE TO EVENTS IT IS NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.
2. GEEK SQUAD IS NOT LIABLE TO YOU FOR PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, DATA LOSS, LOST PROFITS OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. In the province of Quebec, the foregoing is not intended to relieve Geek Squad from the consequences of its own acts or the acts of its representatives.
3. GEEK SQUAD’S MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THIS PLAN. In the province of Quebec, the foregoing is not intended to relieve Geek Squad from the consequences of its own acts or the acts of its representatives.
4. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE PLAN, IS LIMITED IN DURATION TO THE DURATION OF THE PLAN.
5. NO SERVICES OR BENEFITS WILL BE PROVIDED UNDER THE PLAN WHILE ANY UNPAID AMOUNTS ARE DUE AND PAYABLE IN REGARD TO THE PURCHASE PRICE OF THE PLAN.

**Disclosure and Limitation of Liability relating to Data Cloud Storage and Back-up:**

1. Data cloud storage and backup is a services offered by a third party. If you decide to use these Services, your information may be processed and stored in the United States and may be subject to access by United States authorities under applicable laws. The use of data cloud storage and backup services is at your risk. Geek Squad is not responsible or liable for any losses or damages resulting from your use of data cloud storage and backup services. It is your responsibility to ensure you have reviewed the third party’s Privacy Policy and Terms of Services at <http://www.acronis.com/en-us/legal.html>.
2. Geek Squad’s privacy policy can be found at [www.geeksquad.ca/privacy](http://www.geeksquad.ca/privacy).

**Definitions:** “**Term**” refers to the duration of your Plan, and is set out on your original purchase invoice. “**Services**” refers to the services set out on page 1 and 2 of these Terms and Conditions. “**Geek Squad**” refers to Best Buy Canada Ltd., which operates its Best Buy and Geek Squad divisions. “**Plan**” refers to the Geek Squad Services Membership Program. “**Terms and Conditions**” refers to the terms and conditions set out in this document that govern the Services provided pursuant to the Plan. “**You**” or “**Your**” refer to the Plan holder.