

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.

Definitions. Throughout this Plan the words "we", "us" and "our" refer to Chartis WarrantyGuard, Inc. ("CWG"), the Obligor of this Plan except in Oklahoma and the Administrator of this Plan. CWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606-6613, (800) 250-3819. In Florida, the company obligated under the Plan is , New Hampshire Insurance Company whose address is 80 Pine Street, 13th Floor, New York, New York 10005, 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" refers to the purchaser of this Plan.

A. Geek Squad Black Tie Protection (GSBTP) - Plan Coverage.

- 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; or
 5. Defective pixels for those products that have a pixel-based display. Pixel repair will be based upon three (3) defective pixels located in a group less than one half (1/2) square inch or five (5) defective pixels throughout the entire display area.
- 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 (1), two (2), three (3), four (4) or five (5) years from this effective date depending on the length of the Plan you purchased and as stated on your purchase receipt.
- 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 that are covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Plan.
- After the manufacturer's warranty expires, this Plan continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within these terms and conditions.
- If we determine, in 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.
- Technological advances may result in a replacement product with a lower selling price than the original product.
- Replacement parts or products may be new or rebuilt to meet the manufacturer's specifications of the original product at our discretion. 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 equal to the current market value of the product pursuant to these terms and conditions.
- Parts replaced under the terms and conditions of this Plan become the sole property of CWG/Best Buy/Magnolia except where prohibited by law.
- 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 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.
- We will provide remote control coverage on a carry-in basis for all products that come standard with a manufacturer's remote control.
 - We will provide one-time remote control repair or replacement, when the original manufacturer's remote control is defective as determined by us, in our sole discretion. We may require you to return your original defective remote control to us to receive a replacement.
 - If the original manufacturer's remote is no longer available, we will provide you with a suitable/comparable replacement remote.
- Phone/Web support –

- To receive phone assistance, call 1-800 GEEK SQUAD
- 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 Black Tie Protection Plans, coverage and claims.
- To receive online assistance visit: www.GEEKSQUAD.com/GSBTPonlinesupport
- Online assistance is available only for computer-related issues. No hardware repairs may be completed via phone / online channel. Agents will provide directions on how to receive service.
- Coverage under this Plan may be available on a limited basis outside of the United States, for details call 1-800-GEEKSQUAD. For additional information, see Section I - Obtaining Repair or Replacement Service.
- **If you are purchasing this plan on a product that was not originally purchased at Best Buy or it's affiliates, then the product must have been purchased within the last 30 days and it must be covered under a current manufacturer's warranty. You will be required to show proof of purchase of your product to be considered for coverage, solely at our discretion.**

B. Geek Squad Black Tie Protection (GSBTP) – 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:

Stationary Products

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

- Recalibration is provided for projection televisions, flat panel LCD televisions 30" and larger and plasma televisions. **This benefit only applies if you have purchased TV calibration from Best Buy on the same receipt as this Plan.**
 - It is your responsibility to schedule the re-calibration after the completion of a qualified repair by calling 1-800 GEESQUAD. This benefit also applies if the product is replaced under the term of this Plan by calling 1-800 GEEKSQUAD.
- One (1) 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 is defective as determined by us, in our sole discretion. You may be required to return your original defective 3-D glasses to us to receive a replacement.
- The preventative maintenance checks are limited to projection televisions and are recommended but not limited to one (1) per year. The maximum number of preventative maintenance checks is two (2) for the two (2) year Plan or four (4) for the four (4) year Plan. The preventative maintenance check will be performed at the location of your television.
- Removal and installation of your television in the same location for services purposes provided that the television 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.
- Repair of image burn-in for all television formats.
- 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 will be covered for a period of four (4) years beginning after the expiration of the manufacturer's warranty.
- Preventative maintenance checks and alignments for CD players, DVD players, Blu-ray players, VCRs and TV/VCR/DVD combinations. The preventative maintenance checks are recommended but not limited to one (1) per year and on a carry-in basis only. The maximum number of preventative maintenance checks is two (2) for the two (2) year Plan and four (4) for the four (4) year Plan.
- Removal and installation of your home audio speakers for service purposes provided that the product was installed by a Best Buy Authorized Servicer, Best Buy Authorized Installation Provider or a Best Buy Installation Technician as stated on the same purchase receipt as the purchase of this Plan.

2. Car Electronic Products:

- Preventative maintenance checks and alignments for CD players, DVD players and TV/DVD combinations. The preventative maintenance checks are recommended but not limited to one (1) per year and on a carry-in basis only. The maximum number of preventative maintenance checks is two (2) for the two (2) year Plan and four (4) for the four (4) year Plan.
- 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 installation of your car audio product in the same vehicle for service purposes provided that the product was installed by a Geek Squad Auto Technician as stated on the same purchase receipt as the purchase of this Plan.
- 3. **Musical Electronics:** Coverage is provided on a carry-in basis. Includes Speakers, Pianos and Keyboards, Synthesizers, Samplers, Workstations, Midi Processors, Amps, Mixers, Monitors, Signal Processors, PA Systems, Turn Tables, Various Audio Players, Karaoke Machines, and Receivers.
- 4. **Gaming Consoles:** Accessory replacements are limited to one like item per Plan term and these products may be mailed to you. You may be required to return your defective accessory to us to receive a replacement.
- 5. **Appliances:** In addition to the coverages for the products specifically listed in this subsection, this Plan also provides for the removal and installation 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 for a period of two (2) years if you purchased the two (2) year Plan or four (4) years if you purchased the four (4) year Plan beginning after the expiration of the product's manufacturer's warranty with a maximum combined coverage limit of ten (10) years.
 - b. **Washers/Dryers and Combination Washer/Dryers:**
 - Up to a \$25 reimbursement for laundry cleaning services per qualified service repair if your product is out for service for more than seven (7) consecutive days.
 - You are required to submit an itemized list for each laundry reimbursement claim. This claim should be mailed to:
Best Buy GSBTP Repair, Laundry Credit and Food Spoilage Reimbursements
7601 Penn Ave South
Building C-8
Richfield, MN 55423
ATTN: Reimbursements.
 - c. **Refrigerators and Freezers:**
 - Parts coverage to repair the compressor for a period of two (2) years if you purchased the Two (2) year Plan or four (4) years if you purchased the four (4) year Plan beginning after the expiration of the product's manufacturer's warranty with a maximum combined coverage limit of ten (10) years.
 - Up to a \$200 reimbursement for food spoilage due to a covered product failure.
 - You are entitled to one food spoilage reimbursement per covered product failure event. You may be required to submit an itemized food list for each food spoilage claim. This claim should be mailed to:
Best Buy GSBTP Repair, Laundry Credit and Food Spoilage Reimbursements
7601 Penn Ave South
Building C-8
Richfield, MN 55423
ATTN: Reimbursements
 - d. **Air Conditioners (sold as additional heating or cooling units and are not the primary source of ventilation):**
 - Sealed system coverage and parts coverage for the compressor for a period of two (2) years if you purchased the two (2) year Plan or four (4) years if you purchased the four (4) year Plan beginning after the expiration of the product's manufacturer's warranty with a maximum combined coverage limit of ten (10) years.
 - e. **Desktop Computers & Home Office Equipment:**
 - One (1) bulb replacement of your original bulb for desktop projectors during the term of this Plan.
 - Repair of image burn-in for computer monitors.

Portable Products

1. Smartphones, Personal Digital Assistants and Subscription Based Mobile Phones:

- One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by us, in our sole discretion. We may require you to return your original defective battery to us to receive a replacement battery.
- Repair or replacement, in our sole discretion, of chargers or cradles 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.

- This Plan also provides for Accidental Damage from Handling (ADH) coverage set forth in Section E for Smartphones, Personal Digital Assistants and Subscription Based Mobile Phones.

2. Laptops, Netbooks, eReaders, Tablets, MP3 players, Hand-Held GPS & Gaming devices and Portable DVD Players:

- Battery Coverage:
 - One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by us, and at our sole discretion.
 - We may require you to return your original defective battery to us to receive a replacement battery.
- Repair or replacement, at our sole discretion, of chargers, 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.
- The preventative maintenance checks are limited to portable DVD players and are recommended but not limited to one (1) per year and on a carry-in basis only. The maximum number of preventative maintenance checks is two (2) for the two (2) year Plan and three (3) for the three (3) year Plan.
- **Advanced Plan** – If you have purchased the Advanced Plan for Laptops, Netbooks, eReaders, Tablets, MP3 players, Hand-Held GPS & Gaming devices & Portable DVD Players, this Plan also provides for Accidental Damage from Handling (ADH) coverage as set forth in Section E.

3. Musical Instruments: Coverage as stated in the Section A, Coverage and is provided on a carry-in basis. Includes Electrical and Acoustic Guitars, Drums, Drum Machines, Cymbals, Pedal Effects & Microphones.

Advanced Plan – If you have purchased the Advanced Plan for Musical Instruments, this Plan also provides for Accidental Damage from Handling (ADH) coverage as set forth in Section E.

4. Digital Imaging Products (Camcorders, Cameras, Lenses & Flashes):

- The preventative maintenance checks are limited to digital SLRs and are recommended but not limited to one (1) per year and on a carry-in basis only. The maximum number of preventative maintenance checks is two (2) for the two (2) year Plan and three (3) for the three (3) year Plan
- Battery Coverage:
 - One (1) battery repair or replacement, when the original rechargeable battery is defective as determined by us, in our sole discretion, for camcorders and cameras.
 - You may be required to return your original defective battery to us to receive a replacement battery.
- Repair or replacement, in our sole discretion, of chargers, 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.
- **Advanced Plan** –If you have purchased the Advanced Plan for camcorders, cameras, lenses and flashes, this Plan also provides for Accidental Damage from Handling (ADH) coverage as set forth in Section E.

C. Geek Squad Black Tie Protection Replacement Plan (GSBTP-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 (1), two (2) three (3) or four (4) 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. In some cases, there could be multiple refurbished products used for fulfillment if found defective by us. 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 that are covered under the manufacturer's warranty during the manufacturer's warranty period or that are the subject of a manufacturer's recall are the responsibility of the manufacturer 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. Coverage under this Plan may be available on a limited basis outside of the United States, for details call 1-800-GEEKSQUAD.

D. Geek Squad Black Tie Protection Replacement Plan (GSBTP-RP) Product Specific Coverage.
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.

E. Accidental Damage from Handling Coverage (ADH).

- ADH Coverage is only available for the following products: Laptops, Netbooks, eReaders, Tablets, Digital Cameras, Digital Camcorders, Flashes, Lenses, MP3 players, Hand-Held GPS & Gaming devices, Smartphones, Personal Digital Assistants, Subscription Based Mobile Phones, Musical Instruments and Portable DVD Players.
- If you purchase ADH Coverage, this Plan will include the coverages listed in Section A.
- ADH Coverage will provide coverage for parts and labor costs to repair your product as a result of damage to your product that is the result of an unexpected and unintentional external event (drops and spills) that arise from your normal daily usage of the product as the manufacturer intended. Secondary damage or using the product in a manner the manufacturer did not intend is not covered.
- If your product receives two (2) repairs as the result of cracked screens or has been replaced pursuant to this ADH Coverage provision, this Plan has been fulfilled in its entirety.
ADH Coverage expires one (1), two (2), or three (3) years from the original product purchase date as stated on your purchase receipt. If we determine in 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.

- **F. ViSpy Coverage.** Vi-Spy Coverage is only available for netbooks, laptop and desktop computers that have a current anti-virus and/or anti-spyware protection installed.
- A Geek Squad technician must verify that your computer is performing to factory specifications and is free of viruses and spyware to qualify for Vi-Spy Coverage.
- Vi-Spy Coverage will provide coverage for parts and labor costs to repair your computer as a result of damage caused by viruses and/or spyware. You are responsible to provide the operating system restore disk(s) and to maintain the anti-virus and anti-spyware protection software installed on your computer at all times.
- You must ensure that your computer maintains the most current updates, patches and other required security downloads as recommended by the manufacturer. Failure to do so may result in a claim for service being denied.
- Vi-Spy Coverage will be considered fulfilled in its entirety when the virus and/or spy-ware is removed from your computer and your computer is restored and able to operate in a functional non-infected manner, or we issue you a refund for the Vi-Spy Coverage as stated herein.
- In the event we are unable to remove the virus and/or spyware from your computer we will issue you a refund in the form of a gift card or voucher equal to the price you paid for the Vi-Spy Coverage plus applicable sales tax. The No Lemon Policy does not apply to damage caused by virus and/or spyware.

G. No Lemon Policy.

- After three (3) qualified service repairs have been completed on an individual product and that individual product requires a fourth (4th) 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 rebuilt 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 current purchase price plus tax of a comparable product.
- The original product and purchase receipts must be returned to Best Buy along with authorized service repair receipts from three (3) separate completed service repairs to qualify. One (1) service request number, requiring functional part(s) repair/replacement or technician required adjustment is the equivalent of one (1) 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, ice makers, computer keyboards & speakers, headphones or ear buds, laptop & all rechargeable batteries,

mouse repairs/replacements, computer software related problems, 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.

H. Exclusions to Coverage.

This Plan does not cover:

- Damage to your product caused by accident (unless you have purchased the optional ADH Coverage), 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 (unless you have the Vi-Spy Coverage), performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, complete submersion in liquid (e.g. pool, bathtub, etc.), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures, Acts of God or other external causes.
- Products that have been lost or stolen (this Plan only covers products that are returned to us in their entirety); cosmetic damage to your product including but not limited to scratches, dents and broken plastic on parts, that does not otherwise affect its functionality or materially impair your use.
- Products with a serial number 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.
- Damage to your xBox 360 due to Microsoft's "Red Ring of Death."
- 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.
- ADH Exclusions: units that fall from extreme heights such as decks, balconies, or out of windows, units that have been run over or that fall from moving vehicles, damage from liquid immersion/submersion or any other secondary damage.

I. Obtaining Repair or Replacement Service.

- To obtain service under this Plan, you can access www.geeksquad.com or call 1-800-GEEKSQUAD, 24 hours a day, 7 days a week. 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 you have purchased a Plan which provides for in-home service you will need to arrange for factory authorized in-home service on:
 - Major appliances, applicable air conditioners, and over the range microwaves that are current with the manufacturer's guidelines for in-home service.
 - TVs 37" and larger or follow the manufacturer's guidelines when they are less than 37".
- 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, rebuilt or non-original manufacturer's parts that perform to the factory specifications of the product.
- If we determine, in 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 (90) days from the date of our authorization 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.
- You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if environment is deemed unsafe at our discretion. Some products may need to be removed from the home to be repaired.
- To obtain repair or replacement service outside the United States (Except Mexico, Brazil and Canada - See below):
 - 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 -See below.
 - Products purchased at a U.S. Store and calling from Canada
For service call: 1-888-539-6883
 - Products purchased at a U.S. Store and calling from Mexico
For service call: 001-800-627-8735
 - Products purchased at a U.S. Store and calling from Brazil
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)
 - International service does not provide for in-home/on-site service, preventative maintenance checks, ADH Coverage, nor does it qualify as a repair under the No Lemon Policy.
 - Customers are required to pay the service provider for repairs and send the receipt to Best Buy for reimbursement.
- 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.

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. Web/Customer Service Portal.

You may access www.geeksquad.com/blacktie to view your Plan for self help/ troubleshooting, review tips and general questions.

M. 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.

N. Renewable.

Most Plans are renewable before expiration. If this Plan is renewable, its terms and conditions will not have the same coverages as these terms and conditions. Renewal inquiries or purchases can be made by calling 1-800-GEEKSQUAD.

O. 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 or visit your nearest Best Buy store.

P. No Deductibles.

There are no deductibles under this Plan.

Q. 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 to you not less than sixty (60) 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 or sending in a notice of cancellation to us. If you cancel within thirty (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 thirty (30) days after your receipt of 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. If you have purchased a monthly bill Plan and you cancel more than thirty (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 sixty (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:

CWG
Geek Squad Black Tie Protection Plan
P.O. Box 9312
Minneapolis, MN 55440-9312
ATTN: Customer Care

R. 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, 80 Pine St, 13th Floor, New York, NY 10005 and telephone number (800) 250-3819 or New Hampshire Insurance Company, 80 Pine St, 13th Floor, New York, NY 10038 and telephone number (800) 250-3819 depending on the state in which you reside. If, within sixty (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.

S. 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. National Electronics Warranty Corporation ("NEW") is the administrator. NEW can be contacted at: P.O. Box 1543, Ashburn, Virginia, 20146-1543.

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. This Plan can be cancelled by you at any time for any reason by surrendering or providing written notice to the retailer at the address where you purchased this Plan or to the administrator.

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. English is the preferred language.

Illinois Residents: This Plan is secured by an insurance policy provided by Illinois National Insurance Company, 80 Street, 13th Floor, New York, NY 10005. Telephone 1-800-250-3819. You may cancel this Plan: a) within thirty (30) days after its purchase if no service has been provided and 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 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.

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. BEST BUY IS THE OBLIGOR UNDER THIS PLAN.

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.

Texas Residents: 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 (46th) day after the date on which the Plan is returned to the provider.

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. If this Plan is canceled within 30 days, 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 or bring to you local Best Buy Store

Date of Transfer (_____/_____/_____)

Name of Original Owner:

Name of New Owner:

New Owner's Address:

New Owner's Phone Number

New Owner's email address

Original Owners Signature:

New Owner's Signature:

We the above signers hereby acknowledge the transfer of this Plan.

GS Black Tie Protection Form =

Part Number 1941-0191844

(The original text of this warranty in English shall be considered authentic for all legal purposes.)