##### Geek Squad Black Tie Protection Plan

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.

1. **Definitions.** Throughout this Plan the words "we", "us" and "our" refers to AIG WarrantyGuard, Inc. ("AIGWG"), the Obligor of this Plan except in Oklahoma and the Administrator of this Plan. AIGWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606-6613, (800)250-3819. In Florida, the company obligated under the Plan is American International South Insurance Company, whose address is 175 Water Street, 20th Floor, New York, New York 10038, telephone 1-800-250-3819. "Best Buy" refers to BestBuy.com, Inc. The words "you" and "your" refers to the purchaser of this Plan.

2. **Coverage.** This Plan covers parts and labor costs to repair your product in the event your product fails to properly operate due to:
a) a defect in materials and workmanship;
b) normal wear and tear;
c) dust, internal overheating, internal humidity/condensation;
d) a power surge/fluctuation.
e) 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.

• 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 retail 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.
• If your original product was delivered and/or installed by Best Buy or Geek Squad as stated on the same purchase receipt as 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 from your home for it to be serviced, we will cover the delivery and installation costs for your replacement product or serviced product.
• 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 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, issue you a voucher or gift card or reimburse you 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 during the term of the manufacturer's warranty.
• Parts and services covered during the manufacturer's warranty period 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, 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.

3. **Product Specific Coverage.** The following coverages are provided to you under this Plan for the following products and are in addition to the coverages provided to you as stated within the Coverage section:

**a. Personal Digital Assistants (PDAs) and Subscription Based Mobile Phones:**

* One (1) battery repair or replacement, when the original battery is defective as determined by us, in our sole discretion. 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 or cradles that were included with your product at the time of purchase.

b. **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 services 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.

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c. **Personal Computers/Home Office Equipment:**

* One (1) battery repair or replacement, when the original battery is defective as determined by us, in our sole discretion, for Notebook Computers, MP3 players and iPods.
* 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 or cradles that were included with your product at the time of purchase.
* 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.

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4. **Optional Coverage.** The following optional coverages are available for certain products:

a. **Accidental Damage From Handling Coverage (ADH)**

* ADH Coverage is only available for the following products: notebook computers, digital cameras, subscription based mobile phones, digital camcorders and portable DVD players.
* If you purchase ADH Coverage, this Plan will provide you with the coverages listed in the Coverage section and ADH Coverage.
* 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, such as drops and spills, that arise from your normal daily usage of the product as the manufacturer intended.
* 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), three (3), or four (4) year from the original product purchase date as stated on your purchase receipt.

5. **No Lemon Policy:** After three qualified (3) service repairs have been completed on an individual product and that individual product requires a fourth qualified (4th) repair, as determined by us, we will replace it with a product of comparable performance of like kind and quality not to exceed the original purchase price. 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 similar 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, head phones or ear buds, laptop 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.

6. **Exclusions to Coverage.** This Plan does not cover: (i) 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, extreme environment (including extreme temperature or humidity), external condensation, lightning, static electricity, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures (unless you have the Vi-Spy Coverage) Acts of God or other external causes; (ii) products that have been lost or stolen. This Plan only covers products that are returned to us in their entirety; (iii) 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; (iv) products with a serial number that has been altered, defaced or removed; (v) problems caused by a device that is not your product, including equipment purchased at the same time as your product; (vi) consumable parts, such as batteries, unless expressly provided for herein; (vii) 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; (viii) failures or parts and/or labor costs incurred as a result of a manufacturer's recall; (iv) 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; (x) products used for commercial purposes unless expressly stated on your purchase receipt that this is a Commercial Plan; (xi) damage to your xBox 360 due to Microsoft's "Red Ring of Death"; (xiii) personal items left in the product. You are responsible for removing all personal items from the product before service is performed; (xiv) parts and services covered under your product's manufacturer's warranty; (xv) remote control reprogramming; (xvi) damage due to contact with any human or animal bodily fluids.

7. **Obtaining Repair or Replacement Service.**

* To obtain service under this Plan, you can access [www.geeksquad.com](http://www.geeksquad.com) or call 1-800-GEEKSQUAD, 24 hours a day, 7 days a week.
* If you have purchased a Plan which provides for in-home service you will need to arrange for nationwide factory authorized in-home service on major appliances, applicable air conditioners, desktop computers, over the range microwaves, and TVs 30" and larger, we will include a fault diagnosis during this call to clarify the problem prior to any scheduling any in-home service. Service performed in-home will be done during regular business hours.
* If you have purchased the Computing Premium Plan for your desktop and the fault diagnosis indicates that the problem is related to a peripheral, such as keyboard or mouse, and such peripheral necessitates replacement, then the replacement item may be mailed to you for self installation. All other Plan repairs, including those on peripherals (scanners, printers), will be performed on a carry-in basis and must be arranged through a Best Buy store.
* Repairs or replacements will be performed at our discretion by a Best Buy service center or authorized third party service provider.
* In some cases, you may be required to ship your product for repair at our cost. Be sure you 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 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 retail 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 authorization to complete your product buyout 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.
* 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. Some products may need to be removed from the home to be repaired.
* To obtain repair or replacement service outside the United States or Canada, call Country Code + 800-556-56565. International service does not provide for in-home/on-site service, preventative maintenance checks, ADH Coverage or qualify as a repair under the No Lemon Policy.
* If you are paying for this Plan on a monthly basis, your payments must be current to receive any services under this Plan.
* You may be required to sign a service order disclaimer to obtain repairs. Additional terms and conditions may apply. You may be charged 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, the diagnosis fee will be refunded to you.

8. **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's delays, parts availability, shipping to a regional service facility or Acts of God.

9. **Purchaser Records.** You must have this Plan and all original purchase and exchange receipts to receive service under this Plan.

10. **Web Portal.** You may access [www.geeksquad.com/blacktie](http://www.geeksquad.com/blacktie) to view your Plan for self help/ troubleshooting, review tips and general questions.

11. **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 product with similar features, (3) reimbursement for authorized repairs or replacement or (4) the price of a comparable product. The total liability under this Plan is the current retail 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 retail value of the product or we replace the product, we shall have satisfied all obligations owed under the Plan.

12. **Renewable.** Most Plans are renewable at its expiration. If this Plan is renewable, its terms and conditions may vary from these terms and conditions. Renewal inquiries or purchases can be made by calling 1-800-GEEKSQUAD.

13. **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.

14. **No Deductibles.** There are no deductibles under this Plan.

15. **Cancellation.** There are no fees to cancel this Plan. This Plan will be cancelled by us for fraud, material misrepresentation 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 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. This Plan can be cancelled by you at any time for any reason by sending 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, 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:
AIGWG
Geek Squad Black Tie Protection Plan
P.O. Box 9312
Minneapolis, MN 55440-9312
ATTN: Customer Care

16. **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, 175 Water St, 20th Floor, New York, NY 10038 and telephone number (800) 250-3819 or New Hampshire Insurance Company, 175 Water St, 20th 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.

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