



7601 Penn Ave South  
Richfield, MN 55423  
[www.bestbuy.com](http://www.bestbuy.com)

**ASSURED LIVING  
CUSTOMER AGREEMENT**

**1. The Assured Living Service.** This agreement (this "**Agreement**") is between you and Best Buy Stores, L.P. (or one of its affiliates) ("**Best Buy**"), and it governs the provision of our Assured Living notification and/or home automation service (as applicable, the "**Service**") and Equipment (as defined in Section 7 below). References to "you" and "your" are references to the person entering into this Agreement, references to the "Care Recipient" refer to the person at whose residence the Equipment will be installed, and references to "we", "our", and "us" refer to Best Buy and/or Geek Squad and its/their employees or third party service providers, as the case may be. As a condition to our provision the Service, you represent you are at least 18 years old and agree to be bound by this Agreement. The Wellness Coaching Service offered in connection with Assured Living is provided by OptumHealth Care Solutions, LLC ("**Optum**") and not Best Buy. The provision of the Wellness Coaching Service to you by Optum is governed by the Terms of Service between you and Optum.

**2. MONTHLY FEE & CANCELLATION.** THE AMOUNT OF THE MONTHLY RECURRING FEE FOR THE SERVICE IS PRINTED ON THE RECEIPT, AND IT IS PAYABLE MONTHLY IN ADVANCE. THIS FEE COVERS BOTH ASSURED LIVING AND THE WELLNESS COACHING SERVICE PROVIDED BY OPTUM. THE INITIAL TERM IS ONE MONTH AND STARTS ON THE DATE OF THE INSTALLATION AND SETUP OF THE SERVICE (THE "**SETUP DATE**"). AFTER THE FIRST MONTH, THE SERVICE WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH. THE FIRST MONTHLY FEE IS DUE ON THE DATE OF PURCHASE OF THE EQUIPMENT AND THEREAFTER THIS FEE IS DUE ON THE MONTHLY ANNIVERSARY OF THE SETUP DATE. YOU AGREE THAT WE MAY CHARGE THE MONTHLY FEE EACH MONTH TO THE CREDIT CARD PROVIDED TO US BY YOU (IF APPLICABLE). EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME. CALL (855) 569-6538 TO CANCEL THE SERVICE. PLEASE SEE SECTION 10 FOR FURTHER INFORMATION ON CANCELLATION. THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.

**3. DATA COLLECTION & PRIVACY POLICY.** TO PROVIDE THE SERVICE, INCLUDING THE INSTALLATION, SETUP AND ONGOING SERVICE AND SUPPORT, WE AND OUR THIRD-PARTY SERVICE PROVIDERS WILL COLLECT INFORMATION DETECTED BY THE EQUIPMENT, INCLUDING LOCATION INFORMATION, AND MAY COLLECT NETWORK AND DEVICE-RELATED INFORMATION FROM THE EQUIPMENT CONNECTED TO THE CARE RECIPIENT'S HOME NETWORK. WE AND OUR SERVICE PROVIDERS COLLECT AND USE SUCH INFORMATION TO BETTER SERVE AND ASSIST THE CARE RECIPIENT AND TO MAINTAIN AND IMPROVE THE EQUIPMENT AND THE SERVICE, AS DESCRIBED MORE FULLY IN OUR PRIVACY POLICY. ALL SUCH INFORMATION WILL BE USED IN ACCORDANCE WITH OUR PRIVACY POLICY, WHICH CAN BE ACCESSED AT [WWW.BESTBUY.COM/PRIVACY/](http://WWW.BESTBUY.COM/PRIVACY/). FOR ADDITIONAL INFORMATION ABOUT OUR PRIVACY PRACTICES, PLEASE CALL (855) 569-6538.

**4. DISCLAIMER; LIMITED LIABILITY; SUBROGATION WAIVER.** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE. WE ARE NOT PROVIDING, AND THE SERVICE IS NOT, MEDICAL OR HEALTH CARE OR ADVICE AND WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL DETECT, OR HELP PREVENT, ANY MEDICAL CONDITION. WE DO NOT COLLECT ANY HEALTH INFORMATION. THE SERVICE IS NOT AN ALARM SYSTEM, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ITS ABILITY TO DETECT OR PREVENT ANY BURGLARY, FIRE, HOLD-UP, OR ANY OTHER SIMILAR EVENT. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL ALWAYS OPERATE. WE DO NOT WARRANT ANY WORK OR PRODUCTS PROVIDED BY YOU OR A THIRD PARTY AND USED IN CONNECTION WITH THE SERVICE. SECTION 15 OF THIS AGREEMENT LIMITS OUR LIABILITY TO \$1,500.00 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SERVICE FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU ACKNOWLEDGE YOU HAVE HAD THE OPPORTUNITY TO TALK TO US ABOUT THIS LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY. YOU AGREE THIS SUBROGATION WAIVER IS NOT AN EXCULPATORY PROVISION BUT INSTEAD A RISK-SHIFTING PROVISION.

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**IN ADDITION TO YOUR RIGHTS UNDER THE BEST BUY RETURN POLICY, YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE SECTION 10 BELOW AND THE NOTICE OF CANCELLATION FORM AT THE END OF THIS AGREEMENT FOR MORE INFORMATION. ALL OF THE TERMS ON THE FOLLOWING PAGES ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

_____	_____	_____
Customer Signature	Customer Printed Name	Date

**5. TIME LIMITS; JURIES; CLASS ACTIONS.** TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICE OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN 24 MONTHS AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST US OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

**6. Third Party Products.** The use of certain third party products or services in connection with the Service (e.g., Amazon's Alexa-enabled devices), may be governed by such third party's customer agreement and not this Agreement. The Care Recipient may be required to agree to such third party's customer agreement prior to accessing such products and/or services, and any information you provide to any such third party will be subject to that party's privacy policy. For the terms governing your use of any Alexa-enabled device, please see Amazon's Conditions of Use, Privacy Notice, Alexa Terms of Use, and any other applicable customer terms which can be accessed via [www.Amazon.com](http://www.Amazon.com).

**7. What's Included?** The Service includes the following:

a. **Installation & Setup.** We will set-up and/or install, as applicable, all hardware purchased in connection with the Service and listed on the receipt (the "**Equipment**"), assist with connecting the Service and Equipment to the Care Recipient's home network if needed, and assist the Care Recipient with the initial configuration and customization of the Service, including assisting with the initial set-up of the online dashboard and mobile application. You agree that (i) any modification or uninstallation of the Equipment by you or any other unauthorized person may result in the Service not functioning properly or ceasing to function, and (ii) you will be responsible for any costs incurred in connection with any damage to the Equipment except for those caused by defects in the Equipment or our installation.

b. **Assured Living Notification Service.** The Assured Living notification service includes sensor activity tracking, the ability to set sensor-based notifications, unexpected activity alerts (based on learned activity patterns), and the ability to monitor and control the Service via a mobile application and online dashboard. All hardware is sold separately.

c. **Home Automation Service.** The Assured Living home automation service includes everything in the Assured Living notification service plus the ability to remotely control your lights, door locks, and thermostat, in each case via the online dashboard or the mobile application.

d. **Technical Support.** We will provide technical support via phone at the number listed below to assist you in addressing connectivity and functionality of the Service and/or the Equipment. Call 1.855-569-6538 for technical support.

e. **Repair.** We will repair or service any defective Equipment as follows:

i. **Repair / Replace.** As long as we are providing the Service under this Agreement, we will repair and replace any defective Equipment without charge for 90 days after the Setup Date. After the initial 90-day period, we will, so long as we are providing the Service under this Agreement, replace any defective Equipment without charge, but we may charge a visit fee for each service call at our then-prevailing visit rate, plus any applicable taxes. All charges for repair service are due and payable upon completion of the service call, and you agree to pay the same. We can use new or used parts of the same functionality, and keep all replaced parts. The forgoing does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the Equipment or the Service, or if someone other than us attempts to repair, modify or change any Equipment, or any other reason except a defect in the equipment or our installation.

ii. **Testing of Equipment.** The Equipment, once installed, is in the exclusive possession and control of the Care Recipient and it is the Care Recipient's sole responsibility to test the operation of the Equipment and to notify us if it needs repair or replacement.

iii. **How to Get Service.** Call us at (855) 569-6538 and tell us what is wrong. We will provide service as soon as possible during our normal business hours. A responsible adult at least 18 years old must be at the premises at the time we visit.

iv. **State Law:** Some states do not allow a limitation on the duration of implied warranties or the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

**8. What's Not Included?** The Service does not include, among other things, the following: (a) connectivity to any emergency responders (e.g., police, fire or medical emergency responders), (b) a burglar or fire alarm system, (c) services related to any devices other than the Equipment, including any hardware or software issues impacting such devices and/or their ability to connect to the network (e.g., RF interference, conflicts among hardware or software, viruses or malware), (d) training or education other than that provided as part of the initial setup and configuration, (e) data backup or the recovery or installation of data, software, information, or other files stored on any device, or (f) internet service to the Care Recipient's residence or services relating to resolution of issues arising from the internet service provider, including faulty hardware, internet availability, and speed to the Care Recipient's residence, or any home network, modem or router support.

**9. Installation; Setup and Other In-Person Support.**

a. An adult at least 18 years old must be present to authorize, review, and approve all work completed. You agree to permit us to install the Equipment during our normal business hours, in such location(s) and such a manner as to fully comply with applicable state laws and regulations, and to give us uninterrupted access to the Care Recipient's premises. You have approved the locations where each piece of Equipment will be set-up / installed, which may replace your existing devices.

b. You will provide 110 volt electrical service; we do not install, move, or alter outlets. We are not responsible for cosmetic blemishes to walls or wall coverings arising from the installation of any devices.

c. We require a safe working environment, and reserve the right to refuse or reschedule service due to conditions we deem dangerous or unsafe. If hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed hazardous material contractor that continuation of work will not pose any danger to our personnel.

d. You confirm that we have the right and are allowed to do the work you request at the Care Recipient's premises (e.g., you've obtained any necessary permission from a landlord or homeowner's association). You are responsible for complying with all laws and regulations applicable to the use of the Service by you, including any required permits and consents regarding audio or video recordings.

e. If the Equipment includes any wireless devices, you will replace the batteries as needed. If you fail to replace the batteries, the Service will not work properly.

**10. Cancellation/Termination.**

a. **Cancellation by You.** Subject to the terms below and in addition to the cancellation rights described at the end of this Agreement, to cancel the Service, call Geek Squad at (855) 569-6538 and request that the Service be cancelled. It may take up to 2 business days for your cancellation request to be processed, and the cancellation will be deemed effective as of the last date of the monthly billing cycle during which your request is processed.

i. **Your Cancellation Prior to Installation & Setup.** If you cancel the Service prior to the Setup Date, you may obtain a refund for any amounts you may have prepaid in connection with the installation and setup of the Service.

ii. **Your Cancellation After Installation & Setup.** If you cancel the Service after the Setup Date and after the third business day after the original date of purchase of the Equipment, you will not be entitled to a refund of any amounts you paid in connection with the installation and setup of the Service, or of any amounts you paid in connection with the provision of the Service through the effective date of cancellation.

b. **Cancellation or Suspension of Service by Us.** We may cancel and discontinue providing the Service for convenience at any time upon notice to you. In such case, we will issue you a pro rata refund for any prepaid amounts. At our discretion, we may deduct from any pro-rata refund the value of services already provided. We may also cancel or suspend the Service immediately, at our discretion and without notice, if you fail to satisfy your responsibilities identified herein, or if there is a limitation of services identified in Section 11. Upon our discontinuation, cancellation or suspension of the Service, your right to receive the Service ceases or is suspended, as the case may be.

c. **Equipment:** You may return any Equipment in accordance with our standard return policy, which can be accessed via [www.bestbuy.com](http://www.bestbuy.com).

**11. Limitations of Service.** We shall not be liable for any failure or delay in performance due to any cause beyond our control. We reserve the right to refrain from providing the Service, wholly or in part, on the basis that the minimum system requirements are not met or the Care Recipient's technical needs or other requirements are unusual or extensive and beyond the scope of this Agreement, as determined by us. The Equipment communicates through the Internet. We are not responsible for access to the Internet or any interruption of service or down time caused by loss of Internet service. We are not responsible for the security or privacy of any wireless network system. Best Buy shall not be responsible for any communication failure or equipment failure that prevents transmission signals from reaching you, or any damages arising as a result thereof.

**12. Consent to Contact.** You agree that we may contact you by telephone (including cell phones), facsimile, email or other internet facilities, with respect to the Service, and other offerings we may make available in the future. Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and data rates may apply.

**13. Audio Recordings.** The Service may include one or more devices capable of recording audio and/or video. The recording of audio and video is subject to applicable Federal, state and local laws which may require, for example, the Care Recipient to provide notice of audio and video recording. It is your responsibility to ensure your use of these devices complies with applicable law. You acknowledge and agree that it is your responsibility to comply with applicable Federal, state, and local laws regarding the recording of audio and video.

**14. Modifications to this Agreement.** We may change this Agreement from time to time. Upon any such change, we will notify you by posting the changes to the site at [www.bestbuy.com/service/terms/conditions](http://www.bestbuy.com/service/terms/conditions), and/or notifying you via E-mail or other method. We reserve the right to modify the Service with or without notice to you. Your use of the Service constitutes affirmative agreement to abide by and be bound by this Agreement, including any modifications.

**15. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(A) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE, OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS AGREEMENT; AND

(B) EVEN IF A COURT DECIDES THAT THE LIMITATION OF LIABILITY IS INVALID OR THAT OUR BREACH OF THIS AGREEMENT, OR A FAILURE OF THE SERVICE, OR OUR NEGLIGENCE, OR A FAILURE OF THE INSTALLATION, MONITORING OR REPAIR SERVICE CAUSED OR ALLOWED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO YOU, YOU AGREE THAT OUR LIABILITY SHALL BE LIMITED TO \$1,500.00, AND THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY OR PRODUCT LIABILITY) IS USED TO DETERMINE LIABILITY FOR THE INJURY OR LOSS. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD.

**16. NOT AN INSURER.** YOU AGREE THAT WE ARE NOT AN INSURER OF THE CARE RECIPIENT'S PROPERTY OR PERSONAL SAFETY, OR THAT OF PERSONS IN OR AROUND THE CARE RECIPIENT'S PREMISES. THE PRICES THAT WE CHARGE FOR THE SERVICE AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICE WE PROVIDE AND NOT THE VALUE OF SUCH PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON THE CARE RECIPIENT'S PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.

**17. Third Parties; Subrogation; Subcontractors.** If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (a) our breach of this Agreement, (b) a failure of the Service, (c) our negligence, (d) any other improper or careless activity of ours in providing the Service, or (e) a claim for indemnification or contribution, you will pay us (i) any amount which a court orders us to pay or which we reasonably agree to pay and (ii) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about the Care Recipient's premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release. You agree that no third party beneficiary rights will be created by this Agreement. You agree that Best Buy is authorized and permitted to subcontract any services to be provided by Best Buy to third parties who may be independent of Best Buy, and that Best Buy shall not be liable for any loss, damage or injury sustained by you whatsoever caused by the negligence of third parties. You acknowledge that to the extent permitted by law, this Agreement, and particularly those paragraphs relating to Best Buy's disclaimer of warranties, exemption from liability, limitation of liability and indemnification, benefit and are applicable to any assignees or subcontractors of Best Buy.

**18. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

**19. Entire Agreement; Assignment.** This Agreement, and the purchase receipt (if applicable), and any financing terms to which you are subject constitute the entire agreement between you and us with respect to the services and benefits provided to you under the Service and will prevail over any conflicting, additional, or other terms of any marketing material or other document or expression. Employees and agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify this Agreement— either orally or in writing. You may not assign this Agreement or any rights hereunder with the written consent of Best Buy. Best Buy may freely assign this Agreement upon notice to you.

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**Notice of Cancellation - Assured Living**

You may **CANCEL** this transaction, without any **Penalty or Obligation**, within **THREE BUSINESS DAYS** from the date of purchase of your original Equipment. If you cancel, any payments made by you under this agreement will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, call (855) 569-6538, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, to Best Buy at 7601 Penn Avenue South, Richfield, MN 55423, ATTN: Legal Dept. **NOT LATER THAN MIDNIGHT ON** the third business day after the date of your transaction.

**I HEREBY CANCEL THIS TRANSACTION.**

(Date) \_\_\_\_\_  
(Buyer's signature) \_\_\_\_\_  
(Buyer's printed name) \_\_\_\_\_

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