



Technical Support Terms and Conditions

These terms and conditions apply to the **Services** as part of **your Insurance Policy** and by making use of the **Services**, **you** agree to be bound by the terms and conditions set out below (the "**Conditions**"). If **you** have any questions relating to these **Conditions** please contact **our** customer service representatives by calling us on 1800 806 200 (please note that all calls to our customer services representatives may be recorded for quality monitoring and training purposes). Alternatively, **you** can contact **us** via **our Website**.

The **Conditions** apply in addition to the terms and conditions for **your Insurance Policy** and will remain in force for the duration of **your Insurance Policy**. If **your Insurance Policy** terminates or is cancelled, for any reason set out in the terms and conditions applying to it, the **Services** in these Technical Support terms and conditions will automatically terminate at the same time.

The **Services** comply with appropriate Irish legislation and are only available to Republic of Ireland residents.

Note: Whenever words or phrases appear in bold in these Conditions, they shall have the meanings assigned to them below:

"Carphone Warehouse Group" means Dixons Carphone plc, together with its subsidiary companies (including but not limited to The Carphone Warehouse Limited) and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time.

"Insurance Policy" means the valid insurance policy that **you** pay an on-going or yearly premium for, which covers **your Equipment** (as defined below).

"Personal Information" means the details provided by **you** to **Us**.

"Services" means the **Technical Support Service** (as defined below) that **we** shall provide to **you** in relation to the **Equipment** and/or **Home Devices** (as defined below), as part of **your Insurance Policy**.

"Us/our/we" means The Carphone Warehouse Limited, a company registered in Ireland registered number: 237397 The Carphone Warehouse, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry, Dublin 9.

"Website" means the website located at www.geeksquad.ie or any subsequent URL which may replace it.

"You/your" means an authorised user of the **Services**.

A. USE OF THE SERVICES

1. Provision of the **Services**.

1.1. **We** shall provide the Service in accordance with these **Conditions**.

2. Rights and Obligations

2.1. **You** undertake:

2.1.2. that the **Personal Information** which **you** provide is true, accurate, current and complete in all respects;

2.1.3. to notify **us** immediately of any changes to the **Personal Information** through www.geeksquad.ie or calling **us** on 1800 806 200 ; and

2.1.4. not to impersonate any other person or entity or to use a false name.

2.2. **We** reserve the right to modify the content or withdraw, temporarily or permanently, some or all of the **Services**. **We** also reserve the right to change or add to these **Conditions** from time to time.

2.3. **We** will give **you** prior notice of any withdrawal or modification of the Services or any changes to these **Conditions**. Where these changes are to **your** substantial detriment, **you** can choose to cancel any unused portion of the **Services** without penalty before any such changes take effect.

Your continued subscription to the **Services** following such change taking effect shall be deemed to be **your** acceptance of such change.

3. Eligibility

3.1. The **Services** are available only to individuals who **we**, in **our** absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to **us**, those who are residents in the Republic of Ireland and individuals who are over 16 years old.

3.2. **You** must provide **your** name, phone number, address, payment details and other requested information.

4. Right of Cancellation

4.1. Without prejudice to **our** rights in clause 2 above or to any other rights **we** have under the terms of these **Conditions**, **we** reserve the right to terminate the provision of the **Services** to **you** at any time by giving **you** no less than 30 days' notice of such termination.

5. **Your** Personal Information

5.1. **We** need to collect certain Personal Information to provide **you** with the Services. This Personal Information will form part of a record of **your** dealings with us.

5.2. When **you** contact **us**, **we** may ask for certain **Personal Information** to be able to check **your** identity and **we** may make a note of this contact if it is relevant to **your** record. We will keep **Personal Information** given to **us** by **you** or others during **your** relationship with **us** and other companies in the **Carphone Warehouse Group**. This includes details **you** give **us** during communications with **you**.

5.3. **You** agree that **we** may use and update this centrally held information:

5.3.1. to manage **your** accounts;

5.3.2. to provide **you** with other services;

5.3.3. to recover debts;

5.3.4. to prevent and detect fraud;

5.3.5. to update **our** records about **you**;

5.3.6. to prevent money laundering; and

5.3.7. to check **your** identity.

5.5. **We** may use **your Personal Information** for research and statistical analysis to develop and improve **our** products and services. When assessing an application, **we** may use automated decision-making systems.



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5.6. **Your Personal Information** is confidential and, although **we** may freely disclose it to other companies within the **Carphone Warehouse Group**, **we** will only disclose it outside the **Carphone Warehouse Group** when;

5.6.1. **You** give **us** **your** consent;

5.6.2. it is needed by certain reputable third parties involved in running accounts and/or providing services for **us** (for example, credit reference agencies who do credit checks for **us** or companies that **we** use in the provision of the Services);

5.6.3. it is needed in order to obtain professional advice;

5.6.4. it is needed to investigate or prevent crime (e.g. to fraud prevention agencies);

5.6.5. the law permits or requires it, or any regulatory or governmental body requires it, even without **your** consent; or

5.6.6. there is a duty to the public to reveal the **Personal Information**.

5.7. **We** may administer **your** account and provide services from countries outside Europe that may not have the same data protection laws as the Republic of Ireland. However, **we** will have contracts or other legal mechanisms in place to ensure **your Personal Information** is adequately protected, and **we** remain bound by **our** obligations under the Data Protection Act 1988 and 2003 even when **your Personal Information** is processed outside Europe.

5.8. **We** may monitor, record, store and use any telephone, email or other electronic communications with **you** for training purposes, to check any instructions given to **us** and to improve the quality of **our** customer service.

5.9. Where **we** process sensitive personal data about **you**, **we** will employ appropriate security measures.

5.10. If **you** would like **us** to tell **you** what information **we** hold about **you**, please write to: The Data Protection Officer, The Carphone Warehouse Limited, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry, Dublin 9. **We** may charge a €6.35 administration fee - please quote **your** full name, policy number and address on each request.

5.11. **You** will have the opportunity to consent to **us** contacting **you** by e-mail, post, phone, SMS or MMS from time to time occasionally about products and services which the **Carphone Warehouse Group** and carefully selected third parties believe may be of interest to **you**.

5.12. **You** can make changes to **your** marketing preferences and/or correct or update any inaccurate or incomplete information at any time by calling **us** on 1800 806 200 or alternatively, **you** can go online to www.geeksquad.ie. When **you** do this, it may take up to 28 days for such changes to take effect.

5.13. If **you** give **us** information about another person, **you** confirm they have given **you** permission to provide it to **us** and for **us** to be able to process their personal information. **You** must also confirm that **you** have told them who **we** are and the basis on which **we** will use their information.

B. GENERAL

6. Notices

6.1. **You** may send **us** notices under or in connection with these **Conditions**:

6.1.1. by post to Geek Squad Support, The Carphone Warehouse Limited, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry Dublin 9; or

6.1.2. Via **our Website**.

6.2. Proof of sending does not guarantee **our** receipt of **your** notice. **You** must ensure that **you** have received an acknowledgement from **us** which should be retained by **you**.

7. Limitation of Liability

7.1 The **Services** are provided on a commercially reasonable basis. Although **we** will provide the **Services** with reasonable skill and care, **we** make no warranty that the **Services** will meet **your** exact requirements or that they will always be available.

7.2. **We** shall not be liable where **we** are unable (using reasonable effort) to provide the **Services** as a result of any event outside **our** reasonable control.

7.3. **Our** liability shall not in any event include losses related to any business of a customer such as lost data, lost profits or business interruption.

7.4. **We** will not be liable for any loss or damage caused by **us** in circumstances where:

7.4.1. there is no breach of a legal duty of care owed to **you** by **us** and/or

7.4.2. such loss or damage is not reasonably foreseeable.

7.5. **We** will not be liable for any loss or damage caused wholly or mainly by **your** breach of these **Conditions**.

7.6. Nothing in these **Conditions** shall:

7.6.1. exclude or limit **our** liability for death or personal injury resulting from **our** acts or omissions or those of **ourservants**, agents or employees; or

7.6.2. limit **your** rights as a consumer under applicable Irish law.

7.7. Each provision of this clause 8 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply even after these **Conditions** have been terminated or cancelled.

8. Events Beyond the Parties Reasonable Control

8.1. If either of **us** cannot do what **we** have promised because of something beyond **our** reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom **we** are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

9. Assignment

9.1. **You** may not but **we** may, assign, charge or otherwise dispose of its rights under these **Conditions**. Any attempt by **you** to do so shall be void.

10. Handling Complaints

10.1. If **you** ever wish to complain about the **Services**, **we** will endeavour to handle such complaints fairly, efficiently and confidentially. **You** can complain in the following way:

10.1.1. by calling 1800 806 200. Calls to this number are free of charge.

10.1.2. in writing addressed to: Geek Squad Support, The Carphone Warehouse Limited, 3rd Floor Office Suite, Omni Park Shopping Centre, Santry, Dublin 9;

10.1.3. online, where more details of **our** complaints process are provided, by visiting: www.geeksquad.ie; or

10.1.4. in a store by visiting **your** nearest store. Details of which are available online at www.carphonewarehouse.ie

10.2. If **you** are not happy with the way that **we** deal with any disagreement and **you** want to take court proceedings, **you** must do so within the Republic of Ireland.

11. Call Monitoring

11.1. Monitoring or recording of **your** calls may take place for **our** business purposes, such as quality control and training, to prevent unauthorised use of **our** telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.



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The following additional terms apply to the **Services** that **you** have ordered:

C. TECHNICAL SUPPORT SUBSCRIPTION SERVICES

The terms listed in **bold** below shall have the following meaning:

"Data" means software, data, information and/or other files;

"Equipment" means the insured equipment under the **Insurance Policy** that **you** purchased from **us**;

"Excluded Services" means the services that **we** may offer from time to time that are not included as part of the **Technical Support Services**;

"Home Devices" means all household devices that are capable of connecting to **your Equipment**, PC/laptop and audio, visual equipment, including games consoles;

"Insurance Policy" means the insurance cover provided by Aviva Insurance Limited in relation to **your Equipment**;

"Remote Access Support" means where one of **our** agents may, if necessary and where possible, remotely access **your Remotely Accessible Device** in order to determine the problem and either repair it or provide advice on what options are available to fix it; and

"Remotely Accessible Device" means **your Equipment** or **Home Device** where it is a smartphone, tablet, PC/laptop or Mac;

"Technical Support Services" means the Carphone Warehouse in-store Geek Squad support (this is only available in stores with a Geek Squad Precinct or over-the-telephone technical assistance provided to **you** under the terms of these **Conditions** in relation to **your Equipment** and/or **Home Devices**).

"Virus Removal" means the removal of infectious software.

12. Requirements and Availability

12.1. The **Technical Support Services** are available for the **Equipment** that is covered under the terms of **your Insurance Policy** and **Home Devices** in relation to which **we** are capable of offering support.

12.2. The **Technical Support Services** are subject to fair usage. **We** may cease or suspend **your** use of the **Technical Support Service** if **we** have reason to believe that:

12.2.1. **you** are using it over and above what is reasonable for this type of service; and/or

12.2.2. that **you** are failing to take reasonable care of **your Equipment** and/or **Home Devices**.

12.3 **You** agree to follow **our** agents' reasonable instructions. This may include advice on how to handle **your Equipment** and/or **Home Devices**, instructions on the manner and frequency by which **you** switch it on and off and general instructions for use.

13. Data and Software Backup

13.1. Prior to **us** performing the **Technical Support Services**, it is solely **your** entire responsibility and decision to protect the **Data** stored on **your Equipment** and/or **Home Devices** by backing-up **your Data** that is stored on any and all disks and drives you may have. **We** shall not be liable for any loss of and/or damage to **your Data**.

13.2. **We** are happy to help **you** back-up **your Data** using **your** chosen and preferred back-up solution. In doing so **you** must ensure that **you** are authorised and permitted to utilise **your** chosen back-up solution.

13.3. The **Technical Support Services** do not cover repair or replacement of any **Equipment** and/or **Home Device(s)** that is faulty (as reasonably diagnosed by **us** during the provision of the **Technical Support Services**).

13.4. **You** can access the **Technical Support Services** by calling 1800 806 200.

14. Remote Access Support

14.1. **Remote Access Support** is only available in relation to a **Remotely Accessible Device**. **Remote Access Support** will be used only where **we** deem it suitable for **your** specific **Remotely Accessible Device** issue.

14.2. Where **we** do deem that **Remote Access Support** is suitable for **your** specific **Remotely Accessible Device** issue, **you** agree that **our** agents are entitled to access **your Remotely Accessible Device** remotely to provide **you** with the **Technical Support Services**.

14.3. To use **Remote Access Support** and in order for **us** to access **your Remotely Accessible Device**, all the component parts of **your Remotely Accessible Device** must be fully working and fully assembled. Furthermore, **your Remotely Accessible Device** must have access and a sustained connection to a Wi-Fi network, in order to avail yourself of the **Remote Access Support**. **Remote Access Support** is not available over **your** mobile internet connection.

14.4. The **Technical Support Services** are subject to fair usage. **we** may cease or suspend **your** use of these services if **we** have reason to believe that **you** are using it over and above what is reasonable for these types of services.

15. Equipment Security Software

15.1. For the term of these **Conditions**, **you** will be entitled to avail yourself of security software provided by **our** third party partners ("**Third Party**") at no extra charge, subject to acceptance by **you** of the applicable **Third Party** terms and conditions of service.

15.2. The security software, which is only suitable for use on the **Equipment**, allows **you** to (where the **Third Party** deems it possible), amongst other things, locate, remotely block and erase data held on **your Equipment** in the event that it is lost and stolen. For full details about the security software, how to use it and applicable restrictions and/or limitations, please see www.geeksquad.ie.

15.3. If these **Conditions** are cancelled or terminated for any reason, all rights to obtain the **Third Party** services at no additional charge will cease from the date of that termination or cancellation.

15.4. **You** may cancel **your** agreement with the **Third Party** partner(s) for such services within seven working days of the day after accepting the relevant terms and conditions and prior to first using such services. However, as these services are provided at no extra cost, **you** will not be entitled to any refund if **you** cancel in this manner.

16. Virus Removal

16.1. **Virus Removal** for **your Equipment** (i.e. a mobile phone or tablet only) is included as part of the **Technical Support Services**. However, **Virus Removal** for any other device (e.g. a computer), including but not limited to **your Home Devices**, will not be included as part of the **Technical Support Services** and will incur a charge. Such charge may be subject to a percentage discount.

16.2. In carrying out the **Virus Removal** procedure, **we** may be required to completely delete all **Data** stored on **your Equipment**. Therefore **we** recommend that **you** back-up the **Data** stored on **your Equipment** in accordance with clause 13 above.

17. Excluded Services

17.1. **Excluded Services** for **your Equipment** or any other device, including but not limited to **your Home Devices**, will incur a charge.



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18. General

18.1 **You** agree to follow **our** agent's reasonable instructions including any security instructions. This may include advice on installing any security software, instructions on how to handle **your Equipment**, the manner and frequency by which **you** switch it on and off and general instructions for use.

18.2. **Our Technical Support Services** are only available to consumers who require technical support for domestic use. **We** will not supply either of **our Services** for business-related purposes.

18.3. Various **Technical Support Services** may be available depending on the **Equipment** in relation to which **you** use the **Technical Support Services** and not all **Technical Support Services** are available in relation to all types of **Equipment**.

19. Where **your** Equipment Contains Software and/or Data:

19.1. **You** must have valid software licences for **your** operating system and applications. Where applicable, **you** must also supply details of the relevant licence keys if **we** ask for them.

19.2 Unless **we** have specifically agreed in writing to provide **you** with a software backup service, **you** must back up any software and data stored on **your Equipment**. **You** agree that, prior to **us** performing the **Technical Support Service**, it is **your** entire responsibility to protect **your Equipment** and to backup all **Data** that are stored on any and all disks and drives **you** may have.

20. **Our** Responsibility to **You**

20.1 **We** will provide the **Technical Support Services** to the best of **our** abilities. **we** may not be able to advise on all issues or solve all problems that **you** ask **us** to. Separately, **we** may not be able to fulfil any requests that fall outside the agreed scope of **our Technical Support Service**.

20.2. **We** will not be responsible to **you**:

20.2.1. for any inherent failures in or caused by any third party products, applications and /or operating systems unless such products, applications or operating systems are supplied by **us**.

20.2.2. for the repair or replacement of any of **your Equipment** that is found to be faulty (as reasonably diagnosed by **us** during the provision of **our Technical Support Service** to **you**) unless it was specifically agreed in writing that such repairs services would form part of the **Technical Support Service** provided to **you**; and

20.2.3. for any damage caused by **your** failure to follow **our** reasonable advice, recommendations or instructions.

21. Limitation of Liability

21.1. **We** shall not be liable to **you** for:

21.1.1 any loss or corruption of **Data** ; or

21.1.2 Any losses **you** may suffer arising from **your** use of (or failure to use) any anti-virus software.

22. The Remote Access Support and Technical Support Services cannot be cancelled whilst Your Insurance Policy remains in place.