

# A to Z Technology Terms of Service

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Welcome to A to Z Technology. The AtoZTech.co website, the mobile A to Z Tech Co site, and any A to Z Technology app (Android and iOS) are collectively the “A to Z Technology Properties” and each individually is a “A to Z Technology Property.” By using any A to Z Technology Property and its related services, products, and software to (i) purchase services, products, and software, or (ii) apply for available financing options to be used to purchase services, product and software, you agree to be bound by these terms and conditions (“Terms”). You also accept the Terms when you create an account, make a purchase as a guest, or log in to any A to Z Technology Property. Additional or separate terms may apply to your interactions with other A to Z Technology websites, brick-and-mortar locations, and to your use of individual services or features available on a A to Z Technology Property, such as reviews. To the extent that the provisions of any additional terms conflict with these Terms, the provisions of the additional terms will govern. References to “A to Z Tech Co”, “A to Z Technology”, “A to Z Technology, Inc”, “our,” “we,” or “us” may refer to A to Z Technology, Inc., and any affiliates, subsidiaries, and designees. We may make changes to any A to Z Technology Property and the Terms. It is your responsibility to review the Terms for updates or changes. If you do not agree with the Terms, you should not use the A to Z Technology Properties.

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION BELOW.

## Privacy.

Your use of the A to Z Technology Properties is subject to our [Privacy Policy](#). Please review the policy for more on how we collect and use information.

## See Disclosure Information on our site.

We try to be as accurate as possible with the information we present on the A to Z Technology Properties. We will make reasonable efforts to accurately display the attributes of the products we sell. We do not warrant that product descriptions or other content is accurate, complete, or error free. Prices and promotions are subject to change, and may vary from those offered in our stores. We cannot confirm the availability or price of an item until you place your order. Despite our best efforts, sometimes an item in our catalog may not be available, the offer may have been misstated, or an item may be mispriced. For any of these reasons, we may cancel your order or we may contact you for instructions on the order.

## Paying for your order.

Generally, we'll charge your payment method for an item when we ship the item to you or confirm its availability in store. For digital items, we'll charge your payment method when you initiate the download of the product or the product is placed in your account and available for use. For special-delivery items, we'll charge your payment method when you confirm a delivery time. However, we will preauthorize your order amount (including for pre-orders) with your payment method at the time you place the order, which may have an effect on your available credit line. If a preauthorization of a pre-order expires before fulfillment, the preauthorization will be reversed and another preauthorization will be made closer to the confirmed availability date.

## **Order confirmation.**

Our order confirmation to you does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. At any time after receipt of your order, we may accept, decline, or place quantity or other limits on your order for any reason. We may impose these limits on a per-person, per-household, per-order, or any other basis. If we reject, limit, or otherwise modify your order, we will attempt to notify you using the email address you provide to us. If we cancel an order or part of an order that we've already charged you for, we'll refund you the full amount of the canceled portion of the order.

## **My A to Z Technology® Program.**

When you create an account on a A to Z Technology Property, we will automatically enroll you in the My A to Z Technology program. The My A to Z Technology program is a free program through which you may receive membership benefits. If you are also a My A to Z Technology Credit Cardmember you will also be eligible to earn points toward reward certificates, which are coupons for discounts on future purchases at A to Z Technology. [See My A to Z Technology Program Terms.](#)

## **Proprietary rights.**

All content included on or comprising the A to Z Technology Properties, including information, data, software, photographs, graphs, videos, typefaces, graphics, music, sounds and other material (collectively "Content") is protected by copyright, trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is protected as a collective work under U.S. and international copyright laws, and A to Z Technology owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all Content. You may not remove or modify any copyright, trademark or other proprietary notice contained in any Content you use, and you may not modify or alter the Content, copy or post the Content on any network computer, or broadcast the Content in any media. You may not copy, scrape, frame, modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale, lease or rental of, create derivative works from or in any way exploit any of the Content, in whole or in part. The A to Z Technology and Geek Squad logos and other trademarks on the A to Z Technology Properties are the property of their respective owners and are owned by, licensed to, or, where required, used with permission by A to Z Technology and may not be reproduced, copied, or manipulated in any manner without the express, written approval of the trademark owner.

## **User generated content: reviews, comments, communications and other content.**

You may interact with the A to Z Technology Properties in numerous ways, including Reviews and Ratings, videos, Questions and Answers, Community Forums, testimonials, and email communication. You hereby grant A to Z Technology a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, adapt, translate, reproduce, transmit, publish, display, delete, create derivative works

from, and distribute any information (except order information sent via email or phone) or materials you share with us throughout the world in any media, including when you allow A to Z Technology to feature text, images and videos shared through social media (e.g., Facebook™, Twitter™, Instagram™, Pinterest™) or submitted through our Reviews and Ratings. You also grant us the right to use the name and social media handle that you use when you share content with us in connection with that content. For this reason, do not send us any content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork, You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, including but not limited to permission from or on behalf of any individuals that appear in the information to use, and grant to third parties such as A to Z Technology the right to use, their name, image, voice and/or likeness without compensation to you or any other person or entity. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding information that you may have under any applicable law under any legal theory. When you share content to us, you will disclose any affiliation you have and you will not share anything that contains harmful computer code, references other websites, or is false, misleading, illegal, defamatory, libelous, hateful, racist, biased, threatening, or harassing.

### **Notification of copyright infringement under the Digital Millennium Copyright Act (DMCA).**

If you believe that your copyrighted material may have been infringed, please provide the A to Z Technology Copyright Agent with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, your email address
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

The A to Z Technology designated agent to receive notifications of claimed infringement can be reached by:

**Mail:**

ATTN: DMCA Agent  
A to Z Technology, Inc.  
103 East Avenue  
Suite 3  
Fremont, MI 49412

**Email:**

[legal@atoztech.co](mailto:legal@atoztech.co)

**Phone:**

1-833-935-ATOZ (1-833-935-2869)

**Fax:**

1-231-928-5511

For additional information regarding this procedure, please reference 17 USC 512.

**Disclaimers and limitation of liability.**

A TO Z TECHNOLOGY PROVIDES THE A TO Z TECHNOLOGY PROPERTIES AND ALL INFORMATION, CONTENT, AND OTHER MATERIAL MADE AVAILABLE THROUGH THE A TO Z TECHNOLOGY PROPERTIES ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY A TO Z TECHNOLOGY PROPERTY WILL MEET YOUR REQUIREMENTS, OR THAT IT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.

ANY WARRANTY ON ANY PRODUCT SOLD THROUGH A A TO Z TECHNOLOGY PROPERTY IS PROVIDED BY THE MANUFACTURER OF THAT PRODUCT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, A TO Z TECHNOLOGY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO YOUR USE OF ANY A TO Z TECHNOLOGY PROPERTY OR ANY PRODUCT OR SERVICE PURCHASED THROUGH A A TO Z TECHNOLOGY PROPERTY. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS YOU PURCHASE THROUGH A A TO Z TECHNOLOGY PROPERTY OR A TO Z TECHNOLOGY GROSS NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS OR MALICIOUS MISCONDUCT, OR FRAUD.

**Links to third-party websites.**

The A to Z Technology Properties contain links to other sites operated by third parties (“Third-Party Site(s)”). These links are available for your convenience and are intended only to enable access to these Third-Party Sites and for no other purpose. A to Z Technology does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any Third-Party Site or its content, products, or services. A link to a Third-Party Site on a A to Z Technology Property does not constitute sponsorship, endorsement, approval or responsibility for any Third-Party Site. The conditions of use and privacy policy of any Third-Party Site may differ substantially from these Terms. Please review the conditions of use for all Third-Party Sites for more information about the terms and conditions that apply to your use of Third-Party Sites.

**Export.**

Certain software or other materials (“Software”) that you may obtain through the A to Z Technology Properties may be further subject to export controls. You will comply with all applicable export and re-export restrictions, laws, and regulations, and you will not transfer, or encourage, assist, or authorize the transfer of any Software to a prohibited country or otherwise in violation of any restriction, law, or regulation.

**Security.**

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or device. You agree to not share your account credentials with others. You may use the A to Z Technology Properties only for lawful purposes. Activities including, but not limited to, tampering with any A to Z Technology Property, misrepresenting the identity of a user, and using buying agents or conducting fraudulent activities, on the A to Z Technology Properties are prohibited.

You may not violate or attempt to violate the security of the A to Z Technology Properties, including by, without limitation, (a) accessing data not intended for you or logging on to a server or an account which you are not authorized to access; (b) using any A to Z Technology Property for unintended purposes or trying to change the behavior of any A to Z Technology Property; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host or network, including without limitation via means of submitting a virus to any A to Z Technology Property, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; or (f) forging communications on behalf of A to Z Technology (impersonating A to Z Technology) or to any A to Z Technology Property (impersonating as a legitimate user). You may not send unsolicited or unauthorized email on behalf of A to Z Technology, including promotions and/or advertising of products or services. We may prosecute you to the full extent of the law for any violation of these Terms. You may not use any device, software or routine or data to interfere or attempt to interfere with the proper working of any A to Z Technology Property or any activity being conducted on any A to Z Technology Property. You may not use or attempt to use any engine, software, tool, agent, data or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any A to Z Technology Property other than the search engine and search agents we provide and generally publicly available browsers.

### **Dispute resolution by binding individual arbitration.**

ANY DISPUTE INVOLVING YOU AND A TO Z TECHNOLOGY OR ANY OF ITS AGENTS MUST BE RESOLVED THROUGH INDIVIDUAL ARBITRATION, EXCEPT AS FOLLOWS:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND
- ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

"Dispute" shall be interpreted broadly and cover any claim or controversy arising out of or relating in any way whatsoever to your relationship or interaction with A to Z Technology, its agents, and its present and future subsidiaries, affiliates, and designees – including, but not limited to, GreatCall, Lively™, Geek Squad®, Magnolia®, and Pacific Sales® – whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Examples of relationships or interactions giving rise to a covered claim include, without limitation: (1) your use of A to Z Technology's websites; (2) your membership in any A to Z Technology loyalty or rewards program (e.g., My A to Z Technology®) or subscription-based services (e.g., A to Z Technology Totaltech™); (3) your receipt of delivery, repair or installation services or consultation services provided by A to Z Technology or its agents; (4) any communications between you and A to Z Technology; (5) application for financing; and/or (6) your purchase of products or services offered, sold, or distributed by A to Z Technology including, but not limited to, any Dispute arising from the advertising of, or the sales practices related to, such products and services. If you are a My A to Z Technology® member, Dispute shall also include all disputes that arose

before your enrollment in, and after the cancellation or termination of, the My A to Z Technology® program, including any claims that are the subject of a purported class action litigation.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, LESS DISCOVERY, AND LIMITED APPELLATE REVIEW. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD.

Before either Party may initiate an arbitration proceeding, you and A to Z Technology agree to engage in a good faith effort to resolve the Dispute informally for 60 days, unless that time is extended by agreement. If you intend to initiate an arbitration proceeding, you must first send a fully completed notice of your Dispute (the “Notice”) to A to Z Technology. The Notice must include your name and contact information (address, telephone number, and email address) and information sufficient to enable A to Z Technology to identify any transaction at issue. The Notice must also include a detailed description of (1) your Dispute; (2) the specific facts supporting your claim(s); (3) the nature and basis of the damages you claim to have suffered; and (4) a calculation and explanation of the relief sought. Your Notice shall be personally signed by you and sent to A to Z Technology at CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603 or by email at Arbitration@BestBuy.com. If A to Z Technology intends to initiate an arbitration proceeding, it will send a Notice to you at the contact information we have on file. If requested by A to Z Technology as part of this mandatory informal dispute resolution process, you agree to personally participate (along with your counsel, if you are represented) in a telephone conference to discuss the potential resolution of the Dispute between you and A to Z Technology. If the Dispute is not resolved within 60 days after receipt of the Notice (or the longer period agreed to by the Parties), you or A to Z Technology may proceed with individual arbitration (this informal process is a condition precedent to doing so.). If the sufficiency of a Notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either Party’s election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

If the Parties are not able to resolve the Dispute through the mandatory informal dispute resolution process referenced above, either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the nature and basis for the claim and includes all of the information required in the Notice. The Party initiating arbitration must include as part of the demand a personally signed certification of compliance with the informal dispute resolution process. You may serve a copy of a demand on our registered agent CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603. The arbitration will be governed by the AAA’s applicable Consumer Arbitration Rules or Commercial Arbitration Rules (collectively, the “AAA Rules”), as appropriate, and as modified by these Terms, and will be administered by the AAA. The AAA Rules and the form for filing an arbitration claim are available at [www.adr.org](http://www.adr.org). If the AAA is unavailable or unwilling to administer the arbitration consistent with this Dispute Resolution section, another arbitration provider shall be selected by the Parties that will administer the arbitration consistent with it. If the Parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this Dispute Resolution section.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's Rules; however, A to Z Technology will consider reimbursing the consumer portion of the AAA fees upon a showing of financial hardship.

The Parties shall be responsible for their own attorney's fees and costs in arbitration, unless they are authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after entry of the award.

You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon location. A to Z Technology reserves the right to request a hearing from the arbitrator. You agree to personally appear at any in person hearing (along with your counsel if you are represented).

YOU AND A TO Z TECHNOLOGY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not award relief for or against anyone who is not a party to the arbitration proceeding. Further, unless both you and A to Z Technology agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court determines that a claim for public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the Parties agree that any claim for public injunctive relief shall be stayed pending arbitration of the remaining claims. If this specific paragraph is found to be unenforceable, then the entirety of this dispute resolution provision (except for the jury trial waiver) shall be null and void.

This paragraph sets forth additional procedures that apply to mass arbitrations. If twenty-five (25) or more similar claims are asserted against A to Z Technology by the same or coordinated counsel or are otherwise coordinated, you understand and agree that these additional procedures apply and that the resolution of your Dispute might be delayed. Counsel for the claimants and counsel for A to Z Technology shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this bellwether process. If the Parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings after conferring in good faith, each side shall select another fifteen (15) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the Parties agree otherwise. Identical sets of arbitrators shall not be assigned to sets of bellwether proceedings. This staged process shall continue with thirty (30) cases in each set of bellwether proceedings, consistent with the parameters identified above, including that the remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed, until all the claims included in these coordinated

filings, including your case, are adjudicated, settled, or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to these additional procedures that apply to mass arbitrations from the time of the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. You and A to Z Technology agree to engage in this process in good faith. A court shall have the authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against A to Z Technology.

If for any reason a claim may proceed in court rather than in arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY.

This dispute resolution provision shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, any membership programs or subscription services and your relationship with A to Z Technology. Any amendments to this dispute resolution provision shall not affect any then active or pending arbitration proceeding.

### **Applicable law.**

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES AGAINST A TO Z TECHNOLOGY.

### **Termination of use.**

We may, in our sole discretion, terminate your account or your use of the A to Z Technology Properties at any time. You are personally liable for any orders that you place or charges that you incur prior to termination. We may change, suspend or discontinue all or any aspects of any A to Z Technology Property at any time without prior notice.

### **Use of the A to Z Technology Properties.**

You may use the A to Z Technology Properties for your personal, noncommercial use only. You may not use any A to Z Technology Property if you are under the age of 13. If you are between the ages of 13 and 18, you may use the A to Z Technology Properties only with involvement of a parent or guardian.