

**BEST BUY TOTAL TECH SUPPORT
TERMS OF SERVICE**

1. **The Plan.** These terms (“**Terms**”) govern and describe the technical support and services we will provide you under the Total Tech Support Plan (“**Plan**”). We will provide these services to (1) the person who purchased the Plan (“**Purchaser**”) and the people who reside at the Purchaser’s single-family residence, or (2) to a small business with up to 3 employees at a single location (the Purchaser and the people who reside with the purchaser or the employees of such small business are “**Members**”; the location of the primary residence or business associated with this Plan must be in the U.S. (“**Service Address**”). The words “we”, “us”, “our” and “Best Buy” refer to Best Buy Stores, L.P. and/or its affiliates and its or their employees or third party service providers, as the case may be. “You” or “your” refers to each of the Members.

Subject to these Terms and except as otherwise noted, we will provide the support and services to you described in these Terms for your consumer electronics and appliances regardless of where these products were purchased. The scope of many of the services mentioned in these Terms is described in more detail on BestBuy.com. Please contact us at 1-800-GEEKSQUAD (1-800-433-5778) if you have further questions regarding the scope of any service.

Although this Plan includes the troubleshooting and software repair services in Section 2(a) and special member prices for certain repairs described in Section 2(c), it is not a guarantee, warranty or extended warranty that your products will not contain defects or that we will can repair any item or that we will replace or provide a refund of your product’s purchase price in the event your product can’t be repaired.

2. **What the Plan Includes.**

- a. **Standard-Level In-Store, Phone or Web-based Support.** Subject to these Terms, particularly Sections 3 and 4, we will provide the following standard-level in-store, phone or web technical support and services, as applicable:
- Set-up of computer, tablet, printer, email, and digital imaging devices;
 - Installation of computer software, operating system, screen shield, memory and other hardware components and accessories on computers;
 - Computer password reset;
 - Software troubleshooting and repair;
 - Virus removal;
 - Data transfer, data back-up, and creation of restore CD/media;
 - Data recovery estimate and level 1 data recovery (i.e., recovering deleted files);
 - Computer tune-up;
 - Up to 30 minutes of in-store training relating to your computer, tablet or mobile phone (not via phone or web)
 - Set-up of home network and connecting devices including smart home, appliances and home theater products to a home network;
 - Diagnosis and troubleshooting for computer, printer, home network, connected home, home theater, and appliance issues; and
 - Vehicle services: installation/set-up of GPS system, hands-free system, Bluetooth interface, radio, amp, speaker, satellite radio, radar detector (not available in D.C. and VA), dashboard camera, back-up camera, remote start; and mounting subwoofer in enclosure. Our service may be limited to basic troubleshooting on connected vehicle systems such as vehicle tracking and in-vehicle Wi-Fi hotspots.
- b. **Standard-Level, \$49.99 In-Home Support and Services.** Subject to these Terms, particularly Sections 3 and 4, if you prefer to have any of the standard-level technical support and services listed in Section 2(a) above performed at the Service Address (except for vehicle services; data recovery estimate and data recovery; and installation of screen shield, memory and hardware components – all of which must be done at a store), we will do so at a cost of \$49.99 per service. For \$49.99 per service, at your request, we will also provide the following standard-level support and services at the Service Address:
- TV Delivery;
 - TV installation/set-up and mounting to dry-wall;
 - TV calibration;
 - One hour computer training session;
 - Remote control programming of basic learning remotes, such as a Harmony or Savant remote;
 - Set-up of a voice control;
 - Set-up of a smart hub;
 - Set-up of a gaming or virtual reality system (e.g., Playstation, Oculus);
 - Installation to dry-wall/set-up of audio components, networked audio, or a soundbar;
 - Furniture assembly for furniture purchased from Best Buy;

- Installation of connected home products, including wireless cameras (up to eight), smart lighting, smart doorbell, smart thermostat, smart door lock, smart home security device/sensor, and smart garage door opener);
- Installation of an indoor antenna and set-up of a streaming media device ("cord cutting service");
- Delivery of certain major appliances if purchased from Best Buy (garbage disposal, dishwasher, range, over-the-range microwave, dryer, and window or room air conditioning unit);
- Installation of certain major appliances such as a garbage disposal, dishwasher, range, over-the-range microwave, dryer, window or room air conditioning unit, and a refrigerator water line up to 20 feet (must be accessible); note that additional fees will apply if a water hammer, air gap, valve or other special items are required;
- Haul away of an old appliance or a TV (the haul away fee is waived when it is included in the original order along with the delivery of a new appliance or TV);
- Relocation of an existing appliance within the Service Address (excludes re-connection); and
- Diagnosis of issues with home appliances and consumer electronics that we support.

- c. **20% Discount on Geek Squad Protection/AppleCare and Labor Fees to Repair or Provide Select Advanced-Level Services.** We will provide a 20% discount on Best Buy's current prices at the time of purchase on the following extended warranty plans:
- Geek Squad Protection; and
 - AppleCare and AppleCare +

This discount applies after your membership begins, which means after the initial purchase during which the Purchaser bought the Plan. This discount excludes monthly-paid plans, renewal plans and loss and theft insurance.

We will also provide a 20% discount on Best Buy's current prices at the time of purchase on labor associated with the following advanced-level services:

- Level 2 and 3 data rescue (i.e., hard drive failure);
- Repair, if possible, of home appliances and consumer electronics that we support;
- Mobile phone repair in select stores;
- Remote Control programming for advanced home control devices or whole home automation;
- Home theater and connected home wiring, including installation of wired cameras;
- TV, home theater, connected home, audio component, networked audio and soundbar installation/mounting over a fireplace or to any surfaces other than drywall;
- Installation of an inset or a motorized projector;
- Installation of a projector screen;
- Work related to installation of trash compactor, water supply line, cooktop, wall oven, drop-in/slide-in range, built-in refrigerator and column refrigerator, and range hood; and
- Vehicle services: installation of auto, marine, motorcycle, off-road vehicle, or golf cart hands-free system, security system, GPS system (including GPS tracking), overhead video system, audio system, speakers, universal headrest video, and lighting.

This discount does not apply to additional work that is performed and billed to you directly by a Best Buy-authorized third party service provider.

At our discretion, certain other discounts, benefits or privileges may be extended to you from time to time for being a Member.

- d. **Internet Security Software.** The Purchaser may have received or been offered a subscription to internet security software for up to three computing devices at no additional cost along with the purchase of this Plan. In this case, although there will be a separate charge for the internet security software on the Purchaser's initial receipt, the cost of the Plan will be reduced by the amount billed for the software. The Purchaser may be required to include internet security software with the purchase of this Plan to receive discounts associated with certain offers. If the Purchaser did not receive or was not offered an internet security software subscription with this Plan at no additional cost, the Purchaser has the option of including internet security at no additional cost at any time during the term of the Plan by contacting us. The complete terms and conditions for our administration of an internet security software subscription are at [BestBuy.com/ServicesTermsConditions](#).

3. What's Not Covered?

- Server support including but not limited to any server administration and set-up, server software applications/OS installation and support or server diagnostics and tune-ups.
- Damage to or loss of any software or data that was residing or recorded on your devices and/or equipment.
- We may not be able to fix a problem if you refuse to upgrade your operating system or software.
- Although we will provide the 20% discount on the diagnosis and repair of consumer electronics and appliances as explained in Section 2(c) above, the Plan does not otherwise cover hardware failure.
- Support for issues caused by or related to services provided by a third party, such as cable or internet.
- We do not provide support for product categories that Best Buy does not sell (e.g., spa and pool automation systems, medical devices, power tools, lawn and garden).

- g. Any specific product category not mentioned in these Terms, whether or not sold by Best Buy, is not supported under this Plan such as electronic toys and educational/children's games; office equipment such as landline telephones, document shredders, and calculators; exercise equipment such as treadmills; home security monitoring systems that provide alerts to emergency services; and garage door openers (except smart garage door openers).
- h. In addition to the exclusions and restrictions specifically mentioned in these Terms, the services and support covered by this Plan are limited to the descriptions for each service provided on BestBuy.com or other written scope document applicable to a particular service, which we will make available to you upon your request.
- i. Only LCD, Plasma, LED, and OLED TVs are supported under this Plan.
- j. In some limited situations, a particular service may not be available in your area.

4. Additional Information Regarding Fees.

- a. We will not charge for delivery and/or installation of an appliance when our regular price for delivery and/or installation is less than \$49.99.
- b. In certain instances, we may waive the \$49.99 fee outlined in Section 2(b) above for delivery, haul away, or relocation when one of those services is bundled with the purchase of a qualifying product.
- c. Auto, marine, motorcycle, off-road vehicle, and golf cart services are subject to a materials fee of \$5.00 per vehicle at the time of service.
- d. A trip charge may apply for travel to a Service Address that is outside of the local metro area.
- e. We reserve the right to determine that an issue for which you seek assistance cannot be resolved in-store or remotely via telephone or web-based chat. In such situations, if you would still like further assistance, we will send a Geek Squad Agent or a Best Buy-authorized third party service provider to the Service Address to perform in-home work, subject to the fee structure outlined in Sections 2(b) and 2(c) above.
- f. For in-home work performed at the Service Address under Sections 2(b) and 2(c) above, either the \$49.99 fee or the 20% discount will apply, not both. We reserve the right to determine whether in-home work performed falls under Section 2(b) or 2(c) and which fee applies.
- g. The \$49.99 fee explained in Section 2(b) above will be charged per service such that one visit from us to the Service Address may result in multiple charges if we perform more than one service during that visit. For example, if you have a TV and a soundbar installed at the Service Address, each installation will be subject to a separate fee of \$49.99.
- h. We reserve the right to charge additional fees at our discretion for in-home work that requires more than 90 minutes to complete.
- i. We reserve the right to charge a \$49.99 fee for instances where you have scheduled work at the Service Address under Section 2(b) or 2(c) above and you fail to provide access to the Service Address, cancel an appointment within two hours of the scheduled appointment or miss an appointment.
- j. The Plan's \$49.99 fee for in-home support and services explained in Section 2(b) above covers labor only and does not extend to parts or accessories that may be needed such as brackets and mounts. Similarly, the Plan's 20% discount explained in Section 2(c) above applies to labor only and does not extend to parts or accessories that may be needed such as brackets, mounts and parts related to vehicle services, or to the purchase of a replacement device. Parts and accessories are subject to additional charges.
- k. Haul away fees are waived for Members whose Service Address is in California.

- 5. How to Obtain Service.** You may obtain service by accessing our website, BestBuy.com/AgentChat, 24 hours a day, 7 days per week, visiting a Best Buy store in the U.S. during normal store hours or by calling us at 1-800-GEEKSQUAD (1-800-433-5778). Service performed at the Service Address will be provided during normal business hours. Service will be performed by a Geek Squad Agent or a Best Buy-authorized third party service provider at our discretion. We may use tools we deem necessary for our technical support and services, including for obtaining remote access, and may install software that allows you to obtain additional technology services. For any software installations, you authorize us to accept End User License Agreements on your behalf.

- 6. My Best Buy Program.** As a condition to membership in this Plan, the Purchaser must establish and/or maintain a My Best Buy account for the entire duration of the Service Period. There is no cost to have a My Best Buy account but there are various benefits. Learn more about these benefits by visiting BestBuy.com/MyBestBuy. The My Best Buy program is subject to the terms at BestBuy.com/MyBestBuyTerms. The Purchaser authorizes us to automatically enroll him or her in the My Best Buy program and link this newly established My Best Buy account to the Plan, or to link his or her pre-existing My Best Buy account to the Plan. If we automatically enroll the Purchaser in the My Best Buy program, we will send the Purchaser an email confirming enrollment into the My Best Buy program and this email will contain a link to the BestBuy.com Conditions of Use and the My Best Buy Program terms, which the Purchaser will be deemed to have read and consented to if Purchaser does not subsequently cancel this enrollment via the My Best Buy cancellation procedures within 30 days of receipt of such email. If Purchaser elects not to consent to the My Best Buy Program terms by completing the cancellation within 30 days of receipt of such email, or if the My Best Buy account linked to this Plan is closed at any time for any reason, we may, at our option, cancel the Plan.

- 7. Bundled Discounts.** If the Purchaser purchases this Plan and receives a discount off the regular price as a result of a bundling offer and later returns an item or cancels a plan, service or subscription that was part of the bundle, the Purchaser will lose the benefit of the discount received on the price of this Plan or any other items that the Purchaser keeps and that formed part of the bundle.

- 8. Your Responsibility to Back-Up Data.** Prior to us servicing your device or any other equipment, if applicable, it is your responsibility to (1) back-up the data, software, information or other files stored on your hard disk drives or any other data storage device; and (2) remove and/or disconnect all USB flash drives, optical discs, external hard drives and other removable data storage devices and media from your device or other equipment that you provide to us. At your request, as explained in Section 2(a) above, we will back-up the data on your device.
- 9. Your Other Responsibilities.** To receive service or support under any Plan, you agree to comply with each of the terms and conditions listed below and as otherwise stated in these Terms:
- To receive web-based remote technical support, you will need to provide a high speed internet connection.
 - You will provide information about the symptoms and causes of the issues you are experiencing.
 - You will respond to our requests for information such as the product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the product, any error messages displayed, the actions which were taken before the product experienced the issue and the steps taken to resolve the issue.
 - To receive certain services, you may be required to sign a service order or other terms and conditions. Any such other terms and conditions do not form a part of these Terms and are a separate legal document.
 - If applicable, you are responsible for delivering and retrieving your product for service at a Best Buy retail store.
 - You will provide access to the Service Address (and any devices, appliances, products, equipment requiring technical support or service) during normal business hours for us to provide support and/or services.
 - You must provide a safe, non-threatening environment for us to provide technical support and/or services.
 - Should any building or zoning permits be necessary for installation or repair services, you are responsible for paying for and/or obtaining these permits and the cost associated with these permits.
- 10. Eligibility for Service; Transferring the Plan.** At our discretion, we may ask questions and take steps to verify that the person seeking support or service is a Member and/or is in lawful possession of the product(s) for which that person is seeking assistance. If responsibility for the Plan has changed or the Service Address associated with the Plan has changed, we will, without charge, update our records to reflect the transfer of responsibility or change as the case may be. The original purchase receipts and any service receipts should be transferred to the new owner and/or Service Address. You may call 1-800-GEEKSQUAD (1-800-433-5778) to transfer the Plan. The person to whom you transfer the Plan will need to establish and maintain a My Best Buy account in accordance with Section 6 above.
- 11. When The Plan Begins and Ends; Types of Plans.** The Plan begins on the date it is initially purchased and ends as explained below depending on what type of Plan was purchased (the “**Service Period**”). The Purchaser’s payment receipt or the email we will send to him/her confirming purchase will identify which type of plan was purchased.
- One-Time-Pay Plans.** If the Purchaser paid for the Plan in one payment, based upon a specific term, technical support and service under the Plan will end one, two, or three years from the date on which it started, depending on the length of the Plan purchased.
 - Continuous Monthly Plans.** If the Purchaser paid for a month-to-month Plan, the Plan will continue indefinitely on a month-to-month basis until it is cancelled. Until the Plan described in this paragraph is cancelled, the Purchaser hereby authorizes us to charge his/her credit or debit card at the beginning of each monthly billing period for the amount specified on the purchase confirmation email or payment receipt and for any Service Recovery Fee if the Purchaser cancels a Continuous Monthly Plan within the initial six month period of the Continuous Monthly Plan, as explained further in Section 12.
 - Continuous Yearly Plans.** If the Purchaser selected a year-to-year Plan, the Plan will continue indefinitely on a year-to-year basis until it is cancelled. Until the Plan described in this paragraph is canceled the Purchaser hereby authorizes us to charge his/her debit or credit card at the beginning of each yearly billing period for the amount specified on the purchase confirmation email or payment receipt. Prior to the beginning of each yearly billing period we will send the Purchaser a reminder that his/her credit or debit card will be charged at the start of the upcoming yearly billing period unless the Plan is cancelled.
- 12. Cancellation; Service Recovery Fee; Renewal; and Change of Terms or Plan Price.**
- How to Cancel.** Subject to any Service Recovery Fee that may be payable as explained Below for a Continuous Monthly Plan cancelled within the first six months as explained below, the Purchaser may cancel the Plan at any time by calling 1-800-GEEKSQUAD (1-800-433-5778).
 - Service Recovery Fee. IF THE PURCHASER PURCHASED A CONTINUOUS MONTHLY PLAN, AND THE PURCHASER OR ANY OTHER MEMBER UNDER THE PLAN HAS RECEIVED ANY SERVICE OR BENEFIT UNDER THE PLAN, THE PURCHASER WILL BE CHARGED A SERVICE RECOVERY FEE (“Service Recovery Fee”) NOT TO EXCEED \$119.94 PLUS TAX IF THE PURCHASER CANCELS THE PLAN WITHIN THE FIRST SIX MONTHS OF THE PLAN.** The Service Recovery Fee shall be determined based on the number of full unpaid months remaining between the date of cancellation and the end of the sixth month of service. For example, if the Purchaser cancels the Plan in the third month of service, and the Purchaser or any other Member under the Plan received a service or benefit under the Plan prior to cancelling, there are three full months remaining between cancellation and the sixth month of service. As such, the Service Recovery Fee will be equal to the monthly fee (\$19.99) plus tax due for the remaining three months of the initial six month

period of the Continuous Monthly Plan, or \$59.97 plus tax. For the sake of clarity, the Service Recovery Fee shall not apply if the Purchaser cancels the Plan within the first six months of the Plan and neither the Purchaser nor any other Member under the Plan has received a benefit under the plan prior to cancellation.

- c. **Cancellation within 30 Days.** Except for cancellation of a Continuous Monthly Plan that is subject to a Service Recovery Fee as explained further in this section 12(c), the Purchaser may cancel the Plan and obtain a refund in the amount paid for the Plan if the cancellation occurs within 30 days of the date of purchase of the Plan, unless the Purchaser is entitled to a longer return period under some other Best Buy program, offer, or policy. At our discretion, we may deduct from any refund the value of services already provided. **IF THE PURCHASER CANCELS A CONTINUOUS MONTHLY PLAN WITHIN 30 DAYS OF THE DATE OF PURCHASE OF THE PLAN, AND THE PURCHASER OR ANY OTHER MEMBER UNDER THE PLAN RECEIVED A SERVICE OR BENEFIT UNDER THE PLAN PRIOR TO CANCELLING, THE PURCHASER IS NOT ENTITLED TO ANY REFUND AND IS SUBJECT TO A SERVICE RECOVERY FEE AS EXPLAINED IN SECTION 12(B) ABOVE.**
- d. **Cancellation after 30 Days.**
- 1) **One Time Pay Plan.** The Purchaser may cancel a One Time Pay Plan after 30 days from the date of purchase but no refund will be due.
 - 2) **Renewed One Time Pay Plan.** If the Purchaser agrees to renew a One Time Pay Plan, the Purchaser may cancel the renewal term and receive a full refund for the renewal term if the Purchaser cancels within the first 30 days of the renewal term. If the Purchaser cancels the renewal term at any time after the first 30 days, we will issue the Purchaser a refund for any full months remaining under the renewal term. At our discretion, we may deduct from any refund the value of services already provided.
 - 3) **Continuous Monthly Plan.** If the Purchaser cancels a Continuous Monthly Plan at any time after the first 30 days, the cancellation will take effect at the end of the monthly billing period that has already been charged. Subject to any Service Recovery Fee that may be due as explained in Section 12(b) above, the cancellation will prevent the Purchaser from being charged for any further monthly billing periods.
 - 4) **Continuous Yearly Plan.** If the Purchaser cancels a Continuous Yearly Plan at any time after the first 30 days, we will issue the Purchaser a refund for any full months remaining under the then unexpired term. At our discretion, we may deduct from any refund the value of services already provided.
- e. **Cancellation or Suspension of Service by Us.** The Plan you purchased may be cancelled by us due to the failure to maintain a My Best Buy account as provided in Section 6, your failure to comply with or fulfill any other material obligation under this Plan (e.g., business having more than 3 employees at the Service Address), your fraud or material misrepresentation, unsafe work environment/conditions as determined by us, or your nonpayment of the annual fee if you purchased an Continuous Yearly Plan, the monthly fee if you purchased a Continuous Monthly Plan or other amounts owed to us under the Plan ("**Non-Payment Event**"). If a Non-Payment Event occurs, we will provide the Purchaser written notice (e.g., email) of the Non-Payment Event. If you do not cure the Non-Payment Event within 30 days after delivery of our notice of such Non-Payment Event, then (i) if you purchased a Continuous Yearly Plan, it will be cancelled retroactively to midnight on the last day of the preceding annual period, or (ii) if you purchased a Continuous Monthly Plan, it will be cancelled retroactively to midnight on the last day of the month for which you made the last monthly payment. If we cancel a Continuous Yearly Plan, the Purchaser will receive a pro-rata refund of the price paid for such Continuous Yearly Plan based on the percentage of its then unexpired term, less our costs of all services, replacement products and parts we previously provided during the then current term. We may also suspend performance of our obligations while a Non-Payment Event exists or any other situation where you failed to pay us an amount that is due or where you failed to comply with or fulfill any other material obligation under this Plan.
- f. **Renewals based on Plan Type.**
- 1) **One Time Pay Plan.** At our discretion, we may offer you a renewal of your One Time Pay Plan or a new service contract. Any renewal or new service contract that we offer you may contain different pricing, coverage and benefits as compared to your original Plan. We are not responsible for giving you notice of the expiration of the Plan. Therefore, you may not receive any communication from us prior to the Plan expiring unless we offer you a renewal of the Plan or a new service contract.
 - 2) **CONTINUOUS MONTHLY OR YEARLY PLANS. AS EXPLAINED IN SECTION 11 ABOVE, YOUR CONTINUOUS YEARLY OR MONTHLY PLAN WILL CONTINUE INDEFINITELY ON A MONTH-TO-MONTH OR YEAR-TO-YEAR BASIS, AS APPLICABLE, UNTIL CANCELLED OR NOT RENEWED BY YOU OR US IN ACCORDANCE WITH THESE TERMS.** At our discretion, we may discontinue the renewal of your Continuous Yearly or Monthly Plan on at least 30 days' prior written notice or offer you a new service contract.
- g. **Change of Terms or Plan Price.** We reserve the right to change these Terms or the price of the Plan at any time upon 30 days' notice to you. If we make a material change to these Terms, you may cancel the Plan prior to such changes taking effect and, in the case of your cancellation of a One Time Pay Plan or Continuous Yearly Plan based on a material change in these Terms, we will give you a pro-rata refund for any prepaid amounts.

- 13. Privacy Policy.** It is our policy to respect the privacy of our customers. For information on our privacy practices, please review our privacy policy at www.BestBuy.com/Privacy.
- 14. Limitations of Service.** We shall not be liable for any failure or delay in performance due to any cause beyond our control. We may refrain from providing the service and instead refund your payment, wholly or in part, on the basis that the minimum system requirements are not met or if your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms, as determined by us.
- 15. DISCLAIMER OF WARRANTIES.**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO 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 OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOUR USE OF THE SERVICE AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

16. 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 THESE TERMS; AND
- (B) OUR TOTAL LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PLAN INCLUDING TAXES.

THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

- 17. DISPUTE RESOLUTION.** If we are unable to resolve a dispute with you through discussion, conciliation or mediation (each of which are alternatives that we encourage), we are committed to a quick, inexpensive dispute resolution mechanism through arbitration. We do not believe that costly, time consuming, and complex court cases are an effective means for resolving disputes. Accordingly, these Terms will be subject to arbitration as described below. Please read it carefully.

Under this provision, you will be giving up certain rights to have a dispute settled in court and/or settled as a part of a multi-party or class proceeding. If you do not want to agree to this provision, you may cancel the Plan by contacting us at 1-800-GEEKSQUAD (1-800-433-5778) within 30 days of purchase of the Plan. Otherwise, this arbitration provision will apply.

By entering into these Terms the parties agree and acknowledge that all disputes they have that involve us, or arise out of actions that we did or did not take, shall be arbitrated as set forth herein as long as the claim is in excess of the applicable small claims court jurisdictional limit. **YOU AGREE AND HEREBY EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO A JURY TRIAL, AND THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE OR CONSOLIDATED ACTION AS EITHER A REPRESENTATIVE OR MEMBER OF A CLASS, INCLUDING ANY CLASS ARBITRATION OR CONSOLIDATED ARBITRATION PROCEEDING. THE PARTIES COLLECTIVELY AND YOU, INDIVIDUALLY, ACKNOWLEDGE AND DO NOT AGREE TO ARBITRATION OF ANY CLAIM HEREUNDER ON A CLASS-ACTION, COLLECTIVE OR REPRESENTATIVE BASIS UNDER ANY CIRCUMSTANCES.**

All disputes or claims between the parties arising out of the Plan or the parties' relationship shall be settled as follows:

- a. Small claims court; for claims within the applicable small claims court jurisdictional limit, or
- b. Final and binding arbitration held in the county of the Service Address (or other location mutually agreed upon by both parties) for claims in excess of the small claims court jurisdictional limit.

The arbitration shall be conducted by the American Arbitration Association pursuant to its rules for consumer disputes. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 800-778-7879. If you initiate arbitration with AAA, you must pay any AAA filing fee in effect at the time you initiate arbitration. We will pay all other remaining arbitration costs and expenses, including any remaining AAA costs or expenses and all remaining, reasonable professional fees for the arbitrator's services. If we initiate arbitration against you, we will pay your filing fee and all costs associated with the arbitration. We shall bear the expense of your reasonable and actual attorney's fees regardless of which party prevails in the arbitration; provided however, in the event the arbitrator determines one or more of your claims to be frivolous, you shall bear all of your own expenses, including all attorneys' fees.

The parties expressly agree that the Plan and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule. An award in arbitration will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

If any portion of this provision is deemed invalid or unenforceable, the remaining portions of this Section 17 shall remain valid and enforceable, provided that if the portions regarding your waiver of class-action rights or the parties' acknowledgement of no agreement as to class arbitration are deemed invalid or unenforceable, then this Section 17 shall, upon election of any party, be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Section 17 and the other provisions of the Plan or any prior agreement, this Section 17 governs.

- 18. LAWS.** These Terms 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(s) of these Terms is/are 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. ELECTRONIC DELIVERY; NOTICES.** You agree to receive electronic delivery of the Terms, which shall be deemed to have been delivered to you (a) when you purchased the Plan by their availability at [BestBuy.com/ServicesTermConditions](https://www.bestbuy.com/services/terms-conditions); and (b) when sent to you via a link in the email address you provide to us. Further, you also agree that we may send you any notice contemplated under the Plan by email to the email address you have provided to us or to the postal address we have on file for you.
- 20. COMMUNICATION.** We may call or text you at any phone number that you provide us (including any mobile number) to inform you about the status of your support or service or if your internet connection is dropped (in the event of a remote online session). Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and data rates may apply.
- 21. MICHIGAN RESIDENTS.** The following Michigan variation shall control if inconsistent with any other terms and conditions: If performance under this Agreement is interrupted because of a strike or work stoppage at our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.
- 22. ENTIRE AGREEMENT.** These Terms and your purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under the Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of the Plan – either orally or in writing.