



APPLIANCE SERVICE PLAN

Throughout these terms and conditions (“Terms”), the words “we”, “us” and “our” refer to Best Buy, Geek Squad, Pacific Sales, Magnolia, or AIG WarrantyGuard, Inc. (“AWG”). AWG is the Obligor and Administrator of this Plan. AWG can be contacted at 500 West Madison, Suite 3000, Chicago, IL 60606-6613, telephone 1-800-250-3819. “Obligor and Administrator” means the party responsible for claims made in respect of the Covered Products. In addition, the term “Best Buy” or “Geek Squad” refers to Best Buy Stores, L.P., “Pacific Sales” refers to Pacific Sales Kitchen and Bath Centers, LLC, “Magnolia” refers to Magnolia Hi-Fi, LLC, and the words “you” and “your” refer to the purchaser or transferee of this Plan.

1. **The Plan.** These Terms and your purchase receipt together state the plan you have purchased (the “Plan”) and the coverage under the Plan (“Coverage”). Coverage under this Plan is in addition to the coverage provided under any applicable manufacturer’s warranty.
2. **Continuous Plan; Coverage Period.** Your Plan begins when you purchase this Plan and **SHALL AUTOMATICALLY RENEW ON EITHER A MONTHLY OR YEARLY BASIS** (depending on the Plan you purchased as specified on your receipt) until you cancel the Plan (“Coverage Period”). **You authorize Best Buy to charge your designated payment card the amount specified on your receipt, or the then-current price, each month or year, as applicable, until your Plan is cancelled. You can cancel your Plan at any time by calling 1-800-GEEKSQUAD (1-800-433-5778).** See Sections 16 and 17 for additional details.
3. **Covered Products.** Depending on the Plan you purchased, your Coverage will include an unlimited number of products that you own within the following product categories that are located at the Covered Residence – regardless of when or where purchased:
 - a) Laundry Plan. This Plan includes Coverage for your clothes washer and dryer.
 - b) Kitchen Plan. This Plan includes Coverage for your refrigerator, freezer, dishwasher, range/stove, wall oven, cooktop and over-the-range microwave.
 - c) Kitchen & Laundry Plan. This Plan includes Coverage for all product categories within the Kitchen Plan and Laundry Plan.

Your purchase receipt or other communication sent to you following the sale will identify the type of Plan you purchased.

4. **Residential, Single-Family Coverage.** Your Plan will provide Coverage at the address for the single-family home that you’ve provided to us and that is within the Coverage Area set forth in Section 5 (“**Covered Residence**”). It is your responsibility to ensure that we have the intended address identified as the Covered Residence. You can update these records at any time or transfer your Plan to a new address under Section 15 so long as it is in the Coverage Area defined below. We will repair Covered Products located and serviceable within your Covered Residence. Coverage is limited solely to “**Domestic-grade**” products, which are those products that were designed and/or designated by the manufacturer, manufactured and marketed solely for installation and use in a residential, single family dwelling.

- 5. Coverage Area.** The Covered Residence must be in Indiana, Kentucky, Ohio, Pennsylvania, Michigan or West Virginia (“**Coverage Area**”). Any transfers contemplated by Section 15 below must be to a single-family home in the Coverage Area.
- 6. PRE-EXISTING CONDITIONS.** THIS PLAN DOES NOT COVER PRE-EXISTING CONDITIONS. However, if you purchased your Covered Product from Best Buy, you may have remedies available to you under Best Buy’s Return & Exchange Policy. If Best Buy delivered your Covered Product and you identify any defects or damages, please call 1-888-BEST BUY (1-888-237-8289) within 48 hours of the delivery day.
- 7. What is Covered?** We will repair your Covered Products if you notify us of a failure that is not covered under the applicable manufacturer’s warranty and that has occurred during the Coverage Period resulting from:
- i. Defects in material or workmanship;
 - ii. Normal wear and tear;
 - iii. Dust, internal overheating, internal humidity/condensation; and
 - iv. Power surge/fluctuation (including power surge caused by lightning).
- 8. Service Fee.** You will be required to pay a Service Fee for each in-home service event equal to \$49.99 unless the repair qualifies as a manufacturer warranty claim.
- 9. Repair or Store Credit.** If you make a valid claim in accordance with these Terms, subject to the Annual Coverage Limits set forth in Section 10, at our sole discretion, we have the option of:
- a. Repairing your Covered Product. We will repair your Covered Product and the replacement parts used may be new, refurbished, reconditioned, or non-original manufacturer’s parts that perform to the factory specifications.
 - b. Store Credit Towards Replacement Cost: If your repair is not covered under the manufacturer’s warranty and we are unable to repair it or we otherwise determine that a replacement is necessary (e.g., due to the unavailability of parts) in our sole discretion, we will provide you with a Best Buy gift card or store credit based on the age of your Covered Product, as follows:
 - i. Over 1 year old but not more than 5 years old:
 - i. \$750: Refrigerator, wall oven
 - ii. \$500: Dishwasher, range/stove, cooktop, clothes washer, clothes dryer
 - iii. \$300: Over-the-range microwave, freezer
 - ii. Over 5 years old:
 - i. \$500: Refrigerator, wall oven
 - ii. \$300: Dishwasher, range/stove, cooktop, clothes washer, clothes dryer
 - iii. \$150: Over-the-range microwave, freezer

For clarity, Covered Products that qualify as a manufacturer warranty claim (generally the first year) will not be entitled to receive a gift card or store credit. However, pursuant to Section 11, at our discretion we may provide or help facilitate the delivery and installation of a repair or replacement product if this remedy is available to you under the manufacturer’s warranty.

Parts which are replaced become our property except where prohibited by law.

We warrant all services provided by a Best Buy-authorized service provider under your Plan for a period of 30 days from the date the service was performed. If you contact us in this 30 day period, we will re-perform any service

without charge that wasn't originally performed to good and workmanlike standards or if our service, repair or replacement is defective.

10. ANNUAL COVERAGE LIMITS.

- a) **For Laundry Plans.** We will pay up to an aggregate annual amount of \$1000 (for all claims) in parts and our labor costs towards the repair of the Covered Products or the amounts we provide you in store credits per Section 9.
- b) **For Kitchen Plans.** We will pay up to an aggregate annual amount of \$2000 (for all claims) in parts and our labor costs towards the repair of the Covered Products or the amounts we provide you in store credits per Section 9.
- c) **For Kitchen & Laundry Plans.** We will pay up to an aggregate annual amount of \$3000 (for all claims) in parts and our labor costs towards the repair of the Covered Products or the amounts we provide you in store credits per Section 9.
- d) For clarity, at the expiration of each 12-month period following the purchase of your Plan, your Annual Coverage Limit will be restored to \$1000 for any Laundry Plan, \$2000 for any Kitchen Plan and \$3000 for a Kitchen & Laundry Plan.

11. Manufacturer's Warranty

a. **Parts and services covered under the manufacturer's warranty are the manufacturer's responsibility and are not covered by us under this Plan during the manufacturer's warranty period.** Therefore, Coverage for defect described in Section 7 will begin when the manufacturer's warranty expires except that if the manufacturer's warranty does not cover one of the listed Coverage items in Section 7, this Plan will provide coverage on the Plan start date.

b. Although not covered nor an obligation of ours under this Plan, Best Buy may provide service to you if Best Buy is a manufacturer authorized service provider or Best Buy may otherwise offer to help facilitate manufacturer's warranty claims by providing you administrative assistance to process a manufacturer's warranty claim directly with the manufacturer.

12. What's Not Covered?

This Plan doesn't cover claims arising from or involving the following:

- a. **Small kitchen and laundry appliances and any products not specifically described in Section 3 above are not covered under this Plan.**
- b. **Cosmetic damage (e.g., scratches, tears, dents and broken casing) that does not otherwise affect or impede its functionality or materially impair its use;**
- c. **Theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Covered Products;**
- d. **Damage caused by accident including but not limited to damage to shelves, bins, knobs, and handles that is not caused by ordinary wear and tear;**
- e. **Faulty installation, repair, or maintenance by anyone other than a manufacturer authorized service provider or a Best-Buy-authorized service provider during the Coverage Period;**

- f. **Damage to or failure of upgrades or add-on accessories that were purchased separately from the Covered Products (e.g., upgraded memory, non-factory installed ice makers, screen shields);**
- g. **Consumer replaceable or consumable items including but not limited to filters, hoses, bulbs (unless otherwise specified);**
- h. **Extreme environmental conditions (including extreme temperature or humidity) leading to problems such as external condensation and mold;**
- i. **Acts of God including lightning, fire, flood, earthquakes and other external causes;**
- j. **Use outside of the permitted or intended uses described by the manufacturer;**
- k. **Damage caused by contact with any human or animal bodily fluids and biohazardous material/liquids;**
- l. **Damage caused by insect infestation or rodents;**
- m. **Covered Products that have been lost or stolen (this Plan only applies to products returned in their entirety);**
- n. **If the serial numbers on your Covered Products have been altered, defaced or removed or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Products unless you show that you received a replacement product from the manufacturer under the manufacturer's warranty;**
- o. **Damage to, or loss of, any software or data residing or recorded in your Covered Products (when providing repair service, we will use reasonable efforts to reinstall your Covered Product's original software configuration and subsequent update releases, but we will not provide any recovery or transfer of software or data);**
- p. **If the failures or parts and/or labor costs incurred are the subject of a manufacturer's recall;**
- q. **If the Covered Products have been used for commercial purposes, unless expressly stated on your purchase receipt that this is a Commercial Plan;**
- r. **Preventative maintenance on the Covered Products;**
- s. **Damage that is secondary damage or any damage that would be ordinarily covered under a primary insurance policy (e.g., car accident causes damage to the Covered Products);**
- t. **Protection against any other act or result not covered by this Plan; and**
- u. **Any resultant damage to the Covered Products that arises from one or more conditions described above.**

13. How to Obtain Service and Support? You may obtain service by accessing our website, www.bestbuy.com/geeksquad, or by calling us at 1-800-GEEKSQUAD (1-800-433-5778). We will attempt to diagnose the issue or to clarify the problem prior to scheduling any in-home service.

14. Your Responsibilities.

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

- (i) You will provide a copy of this Plan and a copy of your purchase, exchange and service receipts, if requested.
- (ii) You will provide information about the symptoms and causes of the issues with the Covered Products.
- (iii) You will respond to requests for information, including but not limited to the Covered Products serial number, model, any peripherals devices connected or installed on the Covered Products, any error messages displayed, the actions which were taken before the Covered Products experienced the issue and the steps taken to resolve the issue.
- (iv) You will follow reasonable instructions we give you.
- (v) You will make sure to back up software and data residing on the Covered Products prior to obtaining service from us.
- (vi) You will be required to sign a service order disclaimer or other service order terms to obtain repairs. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.
- (vii) You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if the environment is deemed unsafe or inaccessible at our discretion.

15. Transferring Your Plan. Your Plan is transferable to a new owner or resident of the Covered Residence. Your Plan can also be transferred to a new Covered Residence as long as it is a single-family dwelling in compliance with Section 4 (Residential, Single Family Coverage) and located in a Coverage Area as defined in Section 5 (Coverage Area), above. For clarity, the new Covered Residence must not have been identified previously as a Covered Residence associated with your Plan. Please call 1-800-GEEKSQUAD (1-800-433-5778)1-800-544-2083 to transfer your Plan. If responsibility for your Plan has changed or if the Covered Residence has changed, we will, without charge, update our records to reflect the transfer. The transferee will be subject to the same Annual Coverage Limits including any amounts spent by Best Buy prior to the transfer in fulfillment of claims made under your Plan that count towards such limits. At our discretion, we may ask questions and take steps to verify the lawful transferor or transferee of your Plan or to confirm details regarding a new Covered Residence. If the Plan owner has changed, the original purchase receipt for your Plan and any receipts, including any service repair receipts or exchange receipts in connection with your Plan or the Covered Products should be transferred to the new owner.

16. When the plan begins and ends; types of plans. The Plan begins on the date it is initially purchased. The Plan ends as explained below depending on what type of Plan was purchased. Your payment receipt or the email we will send confirming the purchase will identify which type of plan was purchased.

- **Continuous Monthly Plans.** If you 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, you authorize us to charge your credit or debit card at the beginning of each monthly billing period the then-current price for the Plan, subject to us giving you notice of any price changes as per Section 17(c) below.

- **Continuous Yearly Plans.** If you paid for 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 cancelled, you authorize us to charge your debit or credit card at the beginning of each yearly billing period for the then-current price for the Plan, subject to us giving you notice of any price changes as per Section 17(c) below.

17. Cancellation; non-renewal; and change of terms or Plan price.

a) **Cancellation by You.** There are no fees to cancel this Plan. You may cancel this Plan at any time, for any reason, by calling 1-800-GEEKSQUAD (1-800-433-5778), or by sending a notice of cancellation to us.

(i) Cancellation within 30 days of Initial Purchase or of a Continuous Yearly Plan Renewal. You may cancel the Plan to receive a refund in the amount paid for the Plan if the cancellation is within 30 days of purchase of the Plan. You may also cancel a Continuous Yearly Plan and receive a refund in the amount paid for the renewal term if the cancellation is within 30 days of the renewal date. At our discretion, we may deduct from any refund the value of Plan discounts or services already provided during the then-current term.

(ii) Cancellation after 30 days. You will be given a pro-rated refund based on the number of days remaining in the billing month or billing year, as applicable, beyond the cancellation date less the cost of any service provided.

b) **Cancellation or Suspension of Service by Us.** Your Plan may be cancelled by us due to your failure to comply with or fulfill any other material obligation under this Plan, your fraud or material misrepresentation, unsafe work environment/conditions as determined by us, or your nonpayment of the annual fee if you purchased a 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 you with 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. 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.

- c) **Non-Renewal or Change of Price or Terms.** We may elect to discontinue further renewals of your Plan, change the price of the Plan or these Terms upon 30 days written notice to you by email.

17. Availability of Services. While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping to a regional service facility, Acts of God or other external causes.

18. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

- (I) **WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT, INCIDENTAL 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 USE, OR LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN;**
- (II) **FOR ANY SINGLE CLAIM, OUR LIABILITY SHALL BE, AT OUR SOLE DISCRETION, THE COST OF (A) REPAIRS AUTHORIZED BY US, OR (B) A BEST BUY GIFT CARD OF STORE CREDIT IN AN AMOUNT AS SET FORTH IN SECTION 9(B); AND**
- (III) **FOR EACH 12 MONTH PERIOD FOLLOWING YOUR PURCHASE OF THE PLAN, OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ANNUAL COVERAGE LIMITS SET FORTH IN SECTION 10.**

WE SPECIFICALLY DO NOT WARRANT THAT (i) WE WILL BE ABLE TO REPAIR COVERED PRODUCTS WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) WE WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE COVERED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

The Insurer and Obligor shall not be deemed to provide cover and the Insurer or Obligor shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

19. Bundled Products and Services Discounts. We may discount the price of this Plan or the price of merchandise or other services purchased together with this Plan as part of a bundled offer. If you purchased this Plan and received a discount on merchandise or other services purchased together with this Plan as a result of such a bundled offer and later return an item of purchased merchandise or cancel a service that was part of the bundled offer, any refund you are entitled to will be reduced by the value of the bundling discount received.

20. Insurance. This Plan is not a contract of insurance, but it is secured by an insurance policy provided by Illinois National Insurance Co., 500 W. Madison St., 30th Floor, Chicago, IL 60661, Ph: (800) 250-3819. If, within 60 days, we have not paid a claim, provided you with a refund, or if you are otherwise dissatisfied, or We are no longer a going concern, you may make a claim directly to the insurance company by contacting the insurer at the address or phone number listed above. Please enclose a copy of your Plan when sending correspondence to the Insurer.

21. General. These Terms and Conditions and your purchase receipt (which contains the effective date of your Plan and your product purchase identification) constitute the entire agreement between you and us with respect to the services and benefits provided to you under your 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 this Plan – either orally or in writing.

22. State-By-State Variations. The following state variations shall control if inconsistent with any other terms and conditions:

Michigan Residents: If performance of this Plan is interrupted because of a strike or work stoppage at Our place of business, the effective period of the Plan shall be extended for the period of the strike or work stoppage.