



Best Buy Totaltech™ Terms of Service

1. The Terms. Thank you for reviewing the terms (“**Terms**”) for your Best Buy Totaltech™ membership (“**Membership**”). These Terms are between you and Best Buy Stores, L.P. and/or its affiliates (“**Best Buy**” or “**us**” or “**we**”) and govern our respective rights and obligations. These Terms, together with the applicable terms related to using [BestBuy.com](https://www.bestbuy.com), our privacy policy, and any services, special pricing, promotional offers or other benefits, including Protection Plan benefits, provided to you in connection with the Membership, or for use of the Membership, constitute the entire agreement between you and Best Buy related to the Membership. By enrolling in and continuing to use the Membership, you accept these terms, conditions, limitations and requirements. We may make changes to these Terms or terminate the Membership program. If we make material changes or terminate the program, we may notify you by email and/or post the new terms at [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) (on this site, navigate to the latest Best Buy Totaltech™ Terms of Service).

NOTE THAT THIS IS AN AUTOMATICALLY RENEWING MEMBERSHIP. FOR MORE INFORMATION ON THIS, SEE SECTION 12.

2. Best Buy Totaltech™ Membership. We will provide the Membership services, special pricing, promotional offers and other benefits to the person who is identified as the member of Best Buy Totaltech™ (“**Member**”, “**you**” or “**your**”) and the Member’s family living at the Member’s single-family home; the location of the primary home associated with this Plan must be in the U.S. (“**Service Address**”). The availability to purchase the Membership is limited to designated sales channels and is not currently being offered, and will not be valid, to persons resident outside of the fifty states of the United States and the District of Columbia (e.g., it is not available in Puerto Rico or for purchase by Puerto Rico residents). Membership or certain benefits under Membership may not be available in all jurisdictions and are not available where prohibited by law.

3. Here’s what the Best Buy Totaltech™ Membership includes:

- a. Access to exclusive, member-priced offers and limited supply items.
- b. Product Protection for up to 24 months while Membership is active. Qualifying products purchased from Best Buy will be eligible to receive up to twenty-four (24) months of service contract coverage, provided that your Membership remains active, under either a Best Buy Protection Plan or an AppleCare+ plan (collectively, for each such qualifying product, as applicable (“**Protection Plan**”). See Section 4 for more details.
- c. VIP Customer Support. You will have access to a specially-trained support line where you will receive expert advice, customer service, and coordination via phone or chat. You will be provided with decision-making advice tailored just for you and empowering you to get the most out of the products you own. The support line will be staffed 24/7/365 by a team of highly-skilled resources. Please note that calls must be made from the telephone number identified on the Member account to receive support. You can also login to [Bestbuy.com](https://www.bestbuy.com) or the Best Buy mobile app to receive support.
- d. Free Shipping. Free shipping options are always available with every purchase from Best Buy, including 2-day shipping, and same-day shipping, where available. No minimum purchase is required. Select items limited to free standard shipping at the time of purchase. This benefit applies to small parcel shipments; large products are also eligible for free scheduled-delivery and standard installation as described in Section 3f., below.

e. 60 Day Return and Exchange Period. Members will benefit from a 60 day return and exchange period on “Most products”, as indicated in our Returns and Exchanges Policy. Membership also includes a waiver of all restocking fees. All other terms and conditions of the Returns and Exchanges Policy, found at [BestBuy.com/Returns](https://www.bestbuy.com/Returns), apply, including, for example, the 14 day return period on Activatable Devices (select carriers may have a longer return period).

f. Geek Squad at your Service.

- Geek Squad technical support and troubleshooting services for all your devices, regardless of where purchased, will be provided at no cost.
- Free scheduled delivery and standard installation. Applies to purchases from Best Buy of large TVs, major appliances, smart home products and other items for which Best Buy ordinarily makes delivery or installation available. Installation must be on the same purchase transaction as the qualifying product to guaranty this benefit. Recycling and haul-away fees related to this scheduled delivery or installation benefit are waived for members. Parts and permits are excluded from this benefit.
- 20% off in-home repair services and advanced services and 10% off custom installations. Members will receive a 20% discount on Best Buy’s current labor prices at the time of purchase on many in-home repairs and advanced-level in-home services. In addition, Members will receive a 10% discount on Best Buy’s current labor prices at the time of purchase for custom installations. This discount does not apply to in-home repair work that was not included in the original scope of your Best Buy order, which is performed and billed to you directly by a Best Buy-authorized third-party service provider. Discount does not apply to parts or permits.
- Visit Section 5 of these Terms and [BestBuy.com/MemberGeekSquadBenefits](https://www.bestbuy.com/MemberGeekSquadBenefits) for further details and limitations on the services that are available at no cost for Members or subject to the above 20% or 10% discount.

g. For Legacy Contract Members. Some customers will become Members automatically through a legacy contract conversion, because their legacy contracts are being replaced by Totaltech going forward. As of October, 2021, the legacy contracts being converted to Totaltech include annually-paid Best Buy Beta, Total Tech Support (including Second Residence Membership), Total Tech Support Plus, and Geek Squad Tech Support. Other support or membership contracts may be subject to conversion at a later date. Any customers being automatically converted from a legacy contract to Totaltech will receive an advance notification from us, to their email address on file, with information about what this means for them and how to learn more. For example, some legacy contract benefits may continue to apply for a period of time in addition to the new benefits available under Totaltech. Legacy contracts that are automatically converted to Totaltech will continue to operate on the same plan duration, and timelines for renewal, that applied to the legacy contract. For clarification, Members who have been converted to Totaltech from a legacy contract (other than Best Buy Beta), and who may have purchased an Apple or other device at Best Buy prior to the conversion, will not automatically receive Best Buy Protection or AppleCare+ coverage on these legacy purchases. The Protection Plan coverage and benefit described in Section 4, below, for Best Buy Protection and AppleCare+, will only apply to eligible purchases following conversion to Totaltech. Customers being converted from Best Buy Beta will retain any protection plans issued on eligible product purchases during their Best Buy Beta membership for up to 24 months so long as their Membership remains active. Customers will receive a Totaltech welcome email from us when this conversion is completed.

4. Product Protection.

a. Product Protection Benefit. Members are entitled to receive Protection Plan coverage in the form of a Best Buy Protection Plan for eligible, non-Apple products, and an AppleCare+ plan for eligible Apple products. Upon acceptance of the relevant Protection Plan in connection with each qualifying product purchase, the Protection Plan will continue

for up to 24 months following the relevant Protection Plan coverage start date, provided that your Membership remains active for that entire period and your Protection Plan is not earlier cancelled according to its terms. Loss and Theft insurance is not included but may be purchased separately on certain mobile products.

- b. Service Fees and Claims Limits; Plans Established with Primary Member. While your Membership will pay for any Protection Plan coverage that you are entitled to when making qualified product purchases, you will be responsible for paying any applicable service fees when you make a claim. You may see what service fees will apply at [BestBuy.com/BestBuyProtection](https://www.bestbuy.com/BestBuyProtection). Claims limits also apply to your Protection Plan. Please ask a Best Buy store associate or call 1-800-GEEKSQUAD for any questions about this benefit or whether a particular product is eligible for Protection Plan coverage. On [BestBuy.com](https://www.bestbuy.com), if you are logged into your [BestBuy.com](https://www.bestbuy.com) account profile, you can also determine whether a product is eligible for Protection Plan coverage under your Membership. Please note that all Protection Plans will be established in the name of the primary Membership account holder if the eligible product purchase transaction is validly identified by the purchaser as being associated with a Membership, even in cases where you purchased an eligible product (to which a Protection Plan attached) for someone else as a gift.
- c. Plan Terms and Conditions. The complete, current terms and conditions for Best Buy Protection and AppleCare+ can be found at [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) by navigating to the “Protection” section of this site and searching for the relevant Protection Plan by its title. All such terms and conditions may be revised, at any time, including the price and applicable service fees. For clarity, when you make a product purchase that is eligible for Protection Plan coverage in the form of a Best Buy Protection Plan or an AppleCare+ plan, the then-current version of the terms and conditions for Best Buy Protection or AppleCare+, as applicable, will apply and govern the Protection Plan coverage for such eligible product, including any updated coverage, pricing and service fees. Please visit [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) to review the terms and conditions of the applicable Protection Plan that apply to your Membership Protection Plan benefit.
- d. Obligors and Membership Trust. For Best Buy Protection Plans, the obligor is Best Buy Product Protection, Inc. For AppleCare+, the obligor is AppleCare Service Company, Inc. A portion of your annual Membership fee will be set aside in a Trust to pay the anticipated fees due to the obligors of the service contracts. This amount may differ depending upon whether you are purchasing Membership for the first time, or being automatically upgraded into Membership from a prior, legacy contract, or you are in a renewal term of your Membership. The Trust will be solely responsible for making the payments regardless of the nature or quantity of products that are being covered by Protection Plans as a benefit of your Membership. You can contact us by sending an email to ProtectionBenefit@bestbuy.com if you are interested in the details of how much of your Membership fee is allocated for this Product Protection benefit.
- e. Gifting of Eligible Products. If you purchase an eligible product (to which a Protection Plan attaches) during your Membership, and you wish to give it to someone else as a gift, then please provide the gift recipient with a copy of the email we send to you confirming your protection coverage on the product. Having this email will help us confirm the gift recipient is in rightful possession of the eligible product and is authorized to receive coverage under the Protection Plan. It also has important information about the terms and limitations of coverage. Because the Protection Plan was issued under your Membership, it will continue for up to 24 months from the applicable Protection Plan start date, so long as you maintain your Membership. This means that if you cancel or choose not to renew your Membership, it will automatically cancel any then-remaining months under the applicable Protection Plan. In addition, you (as the Member) may continue to receive information regarding the Protection Plan, such as the gift recipient’s claiming activity and notices from us.

5. Additional Terms. Services provided under the Geek Squad brand and/or by our authorized service providers are subject to the additional terms, limitations and exclusions below, which shall be in addition to any limitations and exclusions that are otherwise set forth in these Terms or at [BestBuy.com/MemberGeekSquadBenefits](https://www.bestbuy.com/MemberGeekSquadBenefits).

- Server support is not included (e.g., server administration and set-up, server software applications/OS installation and support or server diagnostics and tune-ups).
- We may not be able to fix a problem if you refuse to upgrade your operating system or software.
- Except for the Protection Plan benefits as explained in Section 4, hardware failure is not covered.
- We will not be able to fix or support issues caused by or related to services provided by a third party, such as cable or internet.
- This Membership is not intended to provide support for product categories that Best Buy does not sell or service (e.g., spa and pool automation systems, medical devices, power tools, lawn and garden), however, at our discretion, we may attempt to provide reasonable assistance to you.
- For product categories that Best Buy sells, we will do our best to provide technical support whenever possible. However, in some cases, the support we can provide may be limited due to the infrequency of support requests or due to other practical reasons such as when the manufacturer or another service provider must be contacted (e.g., professionally monitored home security monitoring systems).
- The services and support provided by this Membership are subject to any applicable descriptions for each service provided on [BestBuy.com](https://www.bestbuy.com) or other written scope document applicable to a particular service, which we will make available to you upon your request.
- In some limited situations, a particular service may not be available in your area.
- For Geek Squad auto-tech services, such as equipment installation, any vehicle-specific parts or accessories will be charged at regular prices. For other services, any required accessories and permits to complete a job will have an additional charge.
- We reserve the right to determine whether the assistance you seek cannot be provided in-store or remotely via telephone or web-based chat. In these situations, if you want 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.
- We reserve the right to charge additional fees at our discretion for in-home work that requires more than 90 minutes to complete.
- We reserve the right to charge a \$49.99 fee if you scheduled work at the Service Address and you fail to provide access to the Service Address, cancel an appointment within two hours of the scheduled appointment, or miss an appointment.
- SERVICES MAY BE PERFORMED, AT OUR DISCRETION, BY EITHER OUR OWN EMPLOYEES OR ONE OF OUR AUTHORIZED, INDEPENDENT 3RD PARTY CONTRACTORS. WE REQUIRE OUR 3RD PARTY CONTRACTORS TO CONDUCT A BACKGROUND CHECK ON ANY PERSON THEY HIRE WHO WOULD ENTER YOUR HOME.

6. How to get our help. You may obtain Membership service 24 hours per day, 7 days a week, by logging into your account on [BestBuy.com](https://www.bestbuy.com) and accessing [BestBuy.com/RemoteChat](https://www.bestbuy.com/RemoteChat) or by chatting with an agent via the Best Buy App. You can also visit a Best Buy store in the U.S. during normal store hours or by calling us at 1-888-BEST-BUY (1-888-237-8289). We will automatically identify you as a Member if you call from the telephone number associated with your Membership.

Additional terms and conditions apply to use the Best Buy App, [BestBuy.com](https://www.bestbuy.com) and concerning many in-store, in-home and remote services we provide. In-home services will be performed during normal business hours at the Service Address identified on your Membership profile only. 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 remote access, and we may install software that allows you to obtain additional technology services. On [BestBuy.com](https://www.bestbuy.com) and on the Best Buy App, you must sign into the Member's account profile to view or obtain member entitlements.

7. My Best Buy. As a condition to Membership in Best Buy Totaltech™, the Member must establish and/or maintain a My Best Buy account for the entire duration of Membership and provide information to confirm the Service Address. Best Buy may rely upon the information provided on your Member profile as the Service Address. 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](https://www.bestbuy.com/MyBestBuy). My Best Buy is subject to the terms at [BestBuy.com/MyBestBuyTerms](https://www.bestbuy.com/MyBestBuyTerms). The Member authorizes us to automatically enroll him or her in the My Best Buy program and link this newly established My Best Buy account to Totaltech, or to link his or

her pre-existing My Best Buy account to Totaltech. If we automatically enroll the Member in the My Best Buy program, we will send the Member an email confirming enrollment into My Best Buy. This email will contain a link to the [BestBuy.com](#) Conditions of Use and the My Best Buy terms, which the Member will be deemed to have read and consented to if Member does not subsequently cancel this enrollment via the My Best Buy cancellation procedures within 30 days of receipt of such email. If Member elects not to consent to the My Best Buy terms by cancelling within 30 days of receipt of such email, or if the My Best Buy account linked to Totaltech is closed at any time for any reason, we may, at our option, cancel your Totaltech Membership.

8. Bundled discounts. If the Member purchases Best Buy Totaltech™ and receives a discount off the regular price because of a bundling offer and later returns an item or cancels a plan, service, or subscription that was part of the bundle, the Member will lose the benefit of the discount received on the price of Totaltech or any other items that the Member keeps and that formed part of the bundle.

9. Your responsibility to back-up data. Before we service 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, we will back-up the data on your device. Except as otherwise specified in the terms and conditions for an applicable service order, we are not responsible for damage to or loss of any software or data that was residing or recorded on your devices and/or equipment.

10. Your other responsibilities. To receive service or support under Best Buy Totaltech™, you agree to comply with each of the terms and conditions listed below and as otherwise stated in these Terms:

- a. To receive web-based remote technical support, you will need to provide a high-speed internet connection.
- b. You will provide information about the symptoms and causes of the issues you are experiencing.
- c. You will respond to our requests for information such as the product serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the product, any error messages displayed, the actions taken before the product experienced the issue, and the steps taken to resolve the issue.
- d. Services we perform concerning your products or in your home are subject to other terms and conditions, which we will make available to you. Such other terms and conditions do not form a part of these Terms and are a separate legal document.
- e. If applicable, you are responsible for dropping off and picking up your product for service at a Best Buy retail store.
- f. 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.
- g. You must provide a safe, non-threatening environment for us to provide technical support and/or services.
- h. If 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.
- i. You will use the service, support and benefits under this Membership for personal, non-business use only and, therefore, you will not resell or otherwise use our services or any benefits provided in connection with this Membership as part of any sale or service that you provide to your customers or for any other commercial use. Notwithstanding the foregoing, legacy contract customers of Total Tech Support, who were using their plan in support of a small business, of 3 seats or less, and who were automatically upgraded to Totaltech, may continue to use Membership benefits for their small business, of 3 seats or less, for the duration of their upgraded Membership.

11. Eligibility for Membership benefits and services. At our discretion, we may ask questions and take steps to verify that the person seeking support or service is a Member or is a family member residing at the same household as the Member and/or is in lawful possession of the product(s) for which that person is seeking assistance. Further, to receive benefits of Membership, the person seeking entitlement will need to log into [BestBuy.com](#) under the Member's profile or, for in-store, over the phone or remote chat interactions, will need to proactively self-identify as a Member and provide sufficient information to us such that we can process any resulting transaction as a Member benefit. Membership cannot

be transferred. You agree only persons who have reached the age of majority may accept these Terms or the terms of any protection plans issued on eligible products during your Membership.

12. AUTOMATIC ANNUAL RENEWAL. BEST BUY TOTALTECH™ BEGINS ON THE DATE IT IS INITIALLY PURCHASED AND WILL CONTINUE INDEFINITELY ON A YEAR-TO-YEAR BASIS UNTIL IT IS CANCELLED. YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED PAYMENT CARD AT THE BEGINNING OF EACH YEARLY BILLING PERIOD FOR THE THEN-CURRENT PRICE FOR TOTALTECH, SUBJECT TO US GIVING NOTICE TO YOU OF ANY PRICE CHANGES AS PER SECTION 13(G) BELOW. PRIOR TO THE BEGINNING OF EACH YEARLY BILLING PERIOD, WE WILL SEND YOU A REMINDER THAT YOUR DESIGNATED PAYMENT CARD WILL BE CHARGED AT THE START OF THE UPCOMING YEARLY BILLING PERIOD UNLESS YOU CANCEL TOTALTECH.

13. Cancellation; renewal; and change of terms or plan price.

- a. **How to cancel Best Buy Totaltech™.** You may cancel Totaltech at any time by calling 1-888-BEST-BUY (1-888-237-8289) or by visiting a Best Buy store location. We may also provide a self-service, online method of cancelling. If the purchase of Totaltech was made at a Magnolia Design Center location within a Best Buy store, you may need to go to a Magnolia Design Center location to obtain any refund owed in the form of a debit to the original payment card.
- b. **Impact of Membership Cancellation on Best Buy Protection and AppleCare+ Plans.** Any cancellation of Totaltech will result in the automatic cancellation of any Best Buy Protection or AppleCare+ plans that were being provided under your Membership. However, at our discretion, you may be given the option to assume payment and continue a Best Buy Protection Plan or AppleCare+ plan, as applicable.
- c. **Cancellation within 60 days.** The Member may cancel Best Buy Totaltech™ and receive a full refund in the amount paid for Totaltech if the cancellation is within 60 days of purchase of the initial term or any annual renewal term. We may deduct from any refund the value of Membership discounts, services or benefits already provided during the then-current term. However, you will be entitled to a full refund of the portion of the Membership fee that was allocated to the Trust for the then-current term to pay for Protection Plans, except that a deduction can be made from such amount for any Best Buy Protection Plan repairs or replacement costs incurred during the then-current term.
- d. **Cancellation after 60 days.** If the Member cancels Best Buy Totaltech™ at any time after the first 60 days, the Member will be given a pro-rated refund based on the number of days remaining in the billing year beyond the cancellation date except that we may deduct from any refund the value of Membership discounts, services or benefits already provide during the then-current term. However, you will be entitled a pro-rated refund of the portion of the Membership fee that was allocated to the Trust for the then-current term to pay for protection plans, except that a deduction can be made from such amount for any Best Buy Protection Plan repairs or replacement costs incurred during the then-current term.
- e. **Cancellation or Suspension of Service by Us.** Your Best Buy Totaltech™ Membership may be cancelled by us due to the failure to maintain a My Best Buy account as provided in Section 7, your failure to comply with or fulfill any other material obligation under these Totaltech Terms (e.g., business use, your fraud or material misrepresentation, unsafe or offensive work environment/conditions, as determined by us), or your nonpayment of the annual fee or other amounts owed to us under Totaltech ("**Non-Payment Event**"). If a Non-Payment Event occurs, we will provide the Member written notice (e.g., email) of the Non-Payment Event. If you do not cure the Non-Payment Event within the time specified in our notice of such Non-Payment Event, your Membership will be cancelled retroactively to midnight on the last day of the preceding annual period. 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 Totaltech.
- f. **Renewals.** AS EXPLAINED IN SECTION 12 ABOVE, YOUR MEMBERSHIP WILL CONTINUE INDEFINITELY ON A YEAR-TO-YEAR BASIS UNTIL CANCELLED OR NOT RENEWED BY YOU OR US IN ACCORDANCE WITH THESE TERMS. At our discretion, we may discontinue the renewal of your Membership on at least 30 days' prior written notice or offer you a new contract. We will remind you in advance of the renewal of your plan by sending a message to the e-mail address that you have provided to us. Subject to our responsibility to inform you in advance of a change in price provided in Section 13(g) below, your designated payment card will be charged the amount of the then-current price of Best Buy Totaltech™ if you do not cancel your Membership prior to the applicable renewal date.

g. Change of terms or plan price. We may change the price of the Membership at any time upon 30 days' notice to you. We may in our discretion change these Terms, the Best Buy Privacy Policy, My Best Buy account terms, or any aspect of the Membership, without notice to you. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THE PRICE FOR THE PLAN OR THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

h. Notice. We will notify you regarding cancellations, annual renewals of Best Buy Totaltech™, and changes in price to the e-mail address that you have provided to us. It is your responsibility to contact us at 1-888-BEST-BUY (1-888-237-8289) to update your e-mail address if necessary. We may also send you any notices to the postal address we have on file for you.

14. 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 [BestBuy.com/Privacy](https://www.bestbuy.com/Privacy).

15. 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.

16. 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.

17. 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.

18. Dispute resolution by binding individual arbitration.

ANY DISPUTE INVOLVING YOU AND BEST BUY 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 Best Buy, 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 Best Buy’s websites; (2) your Membership or membership in any other Best Buy loyalty or rewards program (e.g., My Best Buy®) or subscription-based services (e.g., Total Tech Support); (3) your receipt of delivery, repair or installation services or consultation services provided by Best Buy or its agents; (4) any communications between you and Best Buy; (5) application for financing; and/or (6) your purchase of products or services offered, sold, or distributed by Best Buy 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 Best Buy® member, Dispute shall also include all disputes that arose before your enrollment in, and after the cancellation or termination of, the My Best Buy® 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.

Either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the basis for the claim. You may serve a copy of a demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be governed by the AAA’s 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. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules; however, we will reimburse those fees (but not any attorney’s fees) for claims totaling less than \$10,000 except where (1) the claims fall within the jurisdictional scope and amount of an appropriate small claims court and, despite the requirement in this provision that such claims be brought in small claims court, you instead filed with AAA; or (2) the arbitrator determines your claims are frivolous. If the arbitrator finds that either the substance of your claim or the relief sought in your demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Best Buy for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

YOU AND BEST BUY 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, 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 Best Buy 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 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.

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. Any amendments to this dispute resolution provision shall not affect any then active or pending arbitration proceeding.

19. 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 OR CLAIMS BETWEEN YOU AND BEST BUY.

20. Electronic delivery. You agree to receive electronic delivery of the Terms, which will be deemed delivered to you (a) when you purchased Best Buy Totaltech™ by their availability at [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms); and (b) when sent to you via a link in the email address you provide to us. You also agree to receive electronic delivery of Protection Plans and related communications when sent to you at the e-mail address provided in the Member profile.

21. Communication. Best Buy or any of its affiliates, subsidiaries, and their authorized independent third parties performing services on our behalf may call, text or email you to schedule, provide support or service, update orders, follow up for feedback and inform you about other products/services. Calls may be prerecorded. Calls and texts may be automated. Consent for follow up calls or texts is not a condition of purchase. Message and data rates may apply.

22. Entire agreement. These Terms together with your purchase receipt and the applicable terms related to using [BestBuy.com](https://www.bestbuy.com), our privacy policy, and any services, special pricing, promotional offers or other benefits, including Protection Plan benefits, provided to you in connection with the Membership, or for use of the Membership, constitute the entire agreement between you and us with respect to the services and benefits to be provided to you under Best Buy Totaltech™ 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 Totaltech – either orally or in writing. **In relation to the Protection Plan benefits mentioned Sections 3(b) and 4, the terms and conditions of Best Buy Protection and AppleCare+ can be found at [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) and such terms applicable at the time of purchase of an eligible product shall be the sole governing terms for the Protection Plans and shall control and** govern the Protection Plan coverage for such eligible product.