



## Delivery, Installation and In-Home Repair Terms of Service

The team for all your tech delivery, installation, setup and repair. We're here to help with your TV, home theater, appliances, computing, home Wi-Fi networks, connected devices, electrical, plumbing.

*For clarity, the words "you" and "your" refer to the person purchasing or receiving service(s), and the words "we," "us," and "our" refer to Best Buy Stores, L.P., its parent company, subsidiaries (including Magnolia and Pacific Sales), affiliates, and their authorized, independent third parties performing services on our behalf. By purchasing or receiving service you accept these terms. Our employees and agents have no authority to alter these terms.*

- 1. Adult consent / authorization.** An adult at least 18 years old (19 in AL and NE; 21 in Puerto Rico) must be present to authorize and approve all work completed. You confirm we have the right and are allowed to do the work you requested at the premises (e.g., you've received any necessary permission from a landlord or homeowner's association).
- 2. Safety.** We need a safe working environment and reserve the right to refuse or reschedule service due to conditions we find dangerous or unsafe, including but not limited to possible code violations, extreme temperatures, natural disasters, or other hazards—real or perceived. Some items that need to be hauled away may require additional equipment/personnel to safely remove, which may result in a delay or rescheduling of the haul-away.
- 3. 3RD PARTY CONTRACTORS.** THE 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.
- 4. Access / workspace conditions.** We will need (1) access to your residence or place of business, as applicable, and any product you have ordered service for, (2) your cooperation with any of our questions or requests, and (3) electrical power. Some services may not be performed if minimum system requirements are not met, technical issues are encountered (such as wiring or overcoming physical/technical barriers), or requirements are unusual or extensive, as determined by us. You are responsible for clearing the work area prior to our arrival. Service may be denied, and a cancellation fee charged if we arrive for an appointment and no adult is present or we determine we do not have appropriate access or cooperation from those on site. If our ability to render service is impaired by you or circumstances beyond our control, we may elect to not provide service. For any uninstallation service, we are not responsible for repairing any changes made to the premises. We will not disassemble or break down product for haul-away service even if necessary for removal.
- 5. Repair services.** We may use new or rebuilt replacement parts or replacement products that perform to the factory operational specifications of your product. Parts that are shipped to your home in advance of a repair service appointment remain Best Buy property until we use such part to complete the service. Additionally, products and parts that are replaced become Best Buy property, except where prohibited by law. You will pay for services (including parts and labor) that you request if not covered by a product warranty or service contract.
- 6. Labor only.** Except where specifically stated, parts and accessories (e.g., cables, cords, shutoff valves, and water lines) are not included. Labor beyond the scope of work for a service may incur an additional charge, which our Agents may or may not be able to perform.
- 7. Dropoff only.** If the space does not have standard connections, is missing connections (e.g., water line, shutoff valves), has corroded parts, is not up to code, or if you refuse to the installation of manufacturer-provided safety hardware (e.g., anti-tip bracket), we reserve the right to decline connecting your product but will drop it off (at which point delivery is deemed completed).
- 8. Estimates / added costs / credit card on file.** We will provide an estimate for work to be done where service was not already purchased or an added cost (e.g., missing parts) beyond the purchased service is required. Added costs may apply to orders where the service required exceeds the scope of work for services purchased or service is performed outside the standard service area as called out during the scheduling process. You agree to pay up to the estimate amount. After evaluation, but before service begins, we will obtain your approval for services that exceed your estimate. If you paid for your service with a credit card, we will keep your secured card on file to be used for those added costs. In limited situations, added costs may be payable by use of an alternative credit card or check. We do not accept cash in the home.

- 9. Permits.** You agree to obtain any necessary permits required for us to perform the work. We may, at our discretion, obtain any necessary permits on your behalf and charge you for the cost of any permit fees.
- 10. Nonrefundable charges.** Delivery fees, where applicable, are nonrefundable once delivery is completed. All other service fees (e.g., setup, installation, repair) are nonrefundable once service begins.
- 11. Premises modifications.** Where we must make an access hole (e.g. running cables, moving wiring) in order to complete your requested installation, we are not responsible for repairing the access hole – including, but not limited to, any patching, covering, painting, or texturing work. Note that installations on plaster surfaces may result in cracking/chipping. We will use reasonable efforts to eliminate that possibility but are not responsible for chipping/cracking that may occur from our service.
- 12. Changes / cancellations.** You must notify us of any change or cancellation at least 24 hours in advance of your scheduled appointment. We may cancel an order if, due to no fault of our own, service has not been completed or rescheduled within 45 days of placement.
- 13. Cable / satellite / internet.** Cable/satellite/internet installation should be finished before our service, so we can ensure proper integration. We are not responsible for signal strength or degradation due to faulty equipment or lines. If you have cable/satellite/internet installation after our service that modifies any part of our work, we can reestablish system functionality per the original installation scope of work for a service fee of \$99.99 (plus applicable taxes).
- 14. Outlets.** You must have electrical work (e.g., additional outlets) performed before our service unless that electrical work is described in our scope of the work.
- 15. PC / tablet / mobile device use.** Some services may require access to your PC/tablet/mobile device. We may use tools we find necessary for diagnostics/repair, including remote access. We may install software that lets you obtain additional technology services. We may ask for the username/password for your device to perform the requested work; you can change your password after service is completed. For software installations we may accept End User License Agreements on your behalf.
- 16. Your data / software.** When conducting services on a product that contains data, we take precautions to ensure that your data remains safe and secure. However, on rare occasions, data can be lost, altered or corrupted while we carry out our services. Therefore, **we recommend that you first back up your data before service OR REQUEST DATA BACK-UP SERVICE FROM US.** Data back-up service may not be available on all products. In any case, we won't back up your data unless you specifically request it before service begins and pay an additional fee. If your data is lost as a result of our service, we may attempt to recover your data at our cost. If any attempt on our part to recover the data is not substantially successful, and the data loss was caused by our fault, as your sole and exclusive remedy, we will (a) refund the cost of the applicable service; and (b) further compensate you a reasonable amount based on the circumstances up to (i) \$100 or (ii) if we agreed to perform a data backup or data recovery service, \$500.
- 17. Delays.** We will try to complete service as quickly as possible, but we are not responsible for delays caused by factors beyond our control.
- 18. Removal.** If we remove your product for service and damage/loss occurs while in our custody, you are entitled to repair, replacement, or refund of its fair market value, as determined by us. Replacement may be made with a product of comparable quality and features.
- 19. Labor warranty.** We provide a 90-day workmanship warranty on applicable services except virus/malware removal (for which there is no warranty). For software repairs, the software must not have been tampered with to qualify for the workmanship warranty. If a service call is needed within the warranty period, there will be a \$99.99 deposit plus applicable taxes at the time of scheduling which will be refunded to you if we determine that there was a defect in our workmanship. This warranty begins from the date of service completion.
- 20. Photos / videos.** In situations where it is necessary or warranted, we may take, transmit, and/or use photos/video of your product(s) (including its contents, connected products, accessories and surroundings) for service, claim, and/or quality assurance purposes.

**21. Title to Products.** Risk of loss and title for products passes to you upon delivery to you except that we will be responsible for any product damage that we cause prior to the completion of our installation and setup services, if applicable.

**22. Disclaimers and Limitations of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (1) EXCEPT FOR THE LABOR WARRANTY IN THESE TERMS WE MAKE NO AFFIRMATIVE WARRANTIES AND GRANT ONLY THOSE WARRANTIES IMPLIED BY LAW THAT CANNOT BE EXCLUDED BY CONTRACT UNDER STATE LAW; AND (2) WE ARE NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES—INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS/BUSINESS, DATA LOSS (SUBJECT TO SECTION 16 ABOVE) OR CORRUPTION, DATA RECOVERY/RECREATION, OR OTHER INTANGIBLE DAMAGES ARISING FROM SERVICE. THESE LIMITATIONS DO NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD.

**23. Dispute Resolution by Binding, Individual Arbitration. ANY DISPUTE INVOLVING YOU AND BEST BUY OR ANY OF ITS AGENTS SHALL BE RESOLVED THROUGH INDIVIDUAL ARBITRATION, EXCEPT AS OTHERWISE NOTED BELOW.**

“Dispute” shall be interpreted broadly and include any claim or controversy arising out of or relating in any way to your relationship with Best Buy and its subsidiaries, affiliates, and designees — including, but not limited to, Geek Squad, Magnolia, and Pacific Sales — whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. This includes (1) the My Best Buy® program; (2) In-Home Consultations; (3) use of Best Buy’s websites; (4) any service terms and conditions; and/or (5) any products or services offered, sold, or distributed by Best Buy including, but not limited to, the advertising of or the sales practices for such products and services. Dispute shall also include all disputes that arose before your enrollment in the My Best Buy® program 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](http://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 unless 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.

NOTWITHSTANDING ANY OF THE FOREGOING, ANY DISPUTE THAT FALLS WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT SHALL BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS. IN ADDITION, EITHER PARTY MAY ELECT TO BRING AN ACTION IN A COURT OF COMPETENT JURISDICTION TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

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 section shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, the Program. Any amendments to this dispute resolution section shall be prospective only and shall not affect any pending arbitration proceeding.

**24. Applicable Law.** YOU AGREE THAT THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES AGAINST BEST BUY.

**25. Phone calls and texting.** We may call or text you at the phone number you provided (including any mobile number) to inform you about order status, scheduling, service requirements, and to follow up regarding your service appointment. Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and data rates may apply.

**Notice to California Customers:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.