

Subscription Billing Terms of Service

1. Our Subscription Billing Service. These terms (“**Terms**”) govern Best Buy’s account management and billing administration of your recurring billing subscriptions purchased from Best Buy, as further described in these Terms (the “**Service**”). 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 the person that is financially responsible for the subscription.

Through purchases made from Best Buy, you may initiate a billing arrangement with us for one or more subscriptions provided by third parties such as licensors or service providers pertaining to software, music or video streaming, connected home products or other services (each, a “**Provider**”).

Best Buy will collect and remit payment to the applicable Provider for the subscription. Your access to and use of any such subscription is also subject to one or more End User License Agreement(s) (“**EULA**”) between you and the Provider. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BEST BUY HAS NOT DEVELOPED, DOES NOT LICENSE, AND IS IN NO WAY RESPONSIBLE FOR THE USE OR OPERATION OF THE SUBSCRIPTION.

YOUR SUBSCRIPTION(S) WILL AUTOMATICALLY RENEW AND YOU WILL BE CHARGED ON EACH RENEWAL DATE UNLESS CANCELLED. FOR MORE INFORMATION ON THIS, SEE SECTION 3.

2. Transferability. These Terms are in addition to (and not in place of) the EULA between you and each Provider. Best Buy may discontinue or change the Service, or the availability thereof to you, at any time. These Terms are personal to you, which means that you may not assign your rights or obligations under these Terms to anyone. No third party is a beneficiary of these Terms.

3. When the subscription begins and ends; types of subscriptions. While we may collect from you the payment for each initial subscription period at the original time of sale, your subscription period begins either on the date of purchase or upon activation of the subscription as indicated on your payment receipt and/or email confirmation of your purchase. Your subscription ends as explained below depending on what type of subscription was purchased. Your payment receipt or the e-mail we send to you confirming the purchase will provide other details regarding your subscription including, for example, how to activate or start using your subscription.

- a. **Auto-renewing Subscriptions.** After the initial subscription period that you may have paid for at the original time of sale, if you’ve selected a monthly or yearly subscription, (i) the subscription will continue indefinitely on a monthly or yearly basis, as applicable, until it is cancelled; and (ii) you authorize us to charge your debit or credit card at the beginning of each monthly or yearly billing period, as applicable, for the then-current price for the subscription, subject to us giving notice to you of any price changes. If you purchased a yearly subscription, we will send you a reminder that your credit or debit card will be charged at the start of the upcoming yearly billing period unless the subscription is cancelled. For clarity, the initial subscription period could be for a different duration than the monthly or yearly subscription periods that follow.
- b. **Free or Discounted Trial Periods.** You may have started a subscription via a free or discounted trial, which you consented to at the time of purchase. If this is the case, at the end of the trial period that is specified on your receipt and/or confirmation email, your designated debit or credit card will be charged the then-current price and your subscription will become an automatically renewing monthly or yearly subscription (subject to the terms of Section 3(a) above) unless you cancel prior to the end of the trial period.
- c. **Subscriptions with Member Discounts.** You may have started or continued a subscription and be entitled to a discount as a result of a membership or plan sold or otherwise made available to you from Best Buy. If you cancel

your membership or plan, as part of the Service, your subscription will not be terminated. Rather, as also explained in Section 5, we will continue to bill you for the applicable subscription until you cancel but the price for the subscription will automatically be changed to the non-discounted, then-current price.

4. Cancellation; renewal; and change of terms or subscription price.

- a. **How to cancel.** You may cancel the Service in respect of a subscription at any time by calling 1-888-BEST BUY (1-888-237-8289) or chatting with an agent on BestBuy.com. We may also provide a self-service, online method of cancelling. You may also opt out of auto-renewals by managing your subscriptions via your BestBuy.com account. If you cancel the Service for a subscription, your underlying subscription could also terminate unless you make other payment arrangements directly with the Provider.
- b. **Cancellation within the return and exchange period.** You may cancel the Service for a subscription and receive a refund in the amount paid for the subscription if the cancellation is (i) within 30 days of purchase for yearly subscriptions, and (ii) within 14 days of purchase for monthly subscriptions, unless you are entitled to a longer return period under some other Best Buy program, offer, or policy. You can also get a refund for the amount charged on the renewal of a yearly subscription if you cancel it within 30 days of the renewal date.
- c. **Cancellation after the return and exchange period.** If you cancel an auto-renewing subscription at any time after the return and exchange period described in Section 4(b), (i) for yearly subscriptions, you will be given a pro-rated refund based on the number of days remaining in the year beyond the cancellation date, and (ii) for monthly subscriptions, your cancellation will be effective at the end of the month paid for.
- d. **Cancellation or Suspension of Service by Us.** Any subscription you purchased may be cancelled by us due to your failure to comply with or fulfill any material obligation under these Terms, your fraud or material misrepresentation, or your nonpayment of the annual fee or monthly fee or other amounts owed to us under the subscription (“**Non-Payment Event**”). If a Non-Payment Event occurs, we will provide you written notice (e.g., email) of the Non-Payment Event. If you do not cure the Non-Payment Event within 15 days after delivery of our notice of such Non-Payment Event, then (i) if you purchased a yearly auto-renewing subscription, it will be cancelled retroactively to midnight on the last day of the preceding annual period, or (ii) if you purchased a monthly auto-renewing subscription, 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 yearly auto-renewing subscription, you will receive a pro-rata refund of the price paid for such subscription based on the percentage of its then unexpired 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 these Terms.
- e. **Renewals.** WE WILL CONTINUE TO CHARGE FOR EACH SUBSCRIPTION 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 any auto-renewing subscription on at least 30 days’ prior written notice. For yearly auto-renewing subscriptions, we will remind you in advance of the renewal of your subscription by sending a message to the email address that you have provided to us. Subject to our responsibility to inform you in advance of a change in price, your designated payment card will be charged the amount of the then-current price of the subscription if you do not cancel an auto-renewing subscription prior to the applicable renewal date. Billing occurs on the same day of each month for monthly subscriptions, and on the same month and day of each year for yearly subscriptions. Any Non-Payment Event or subsequent cure will not change your scheduled billing dates.
- f. **Change of terms or subscription price.** From time to time, we may make changes to these terms without notice to you. Your renewal of the subscription will indicate consent to these terms. However, for any price increases, we will provide notice to you first. If you do not consent to the price increase, you may either discontinue further renewals or cancel the subscription before such change take effect.
- g. **Communications.** We will send communications to you regarding cancellations, renewals of your yearly auto-renewing subscriptions, and changes in terms or price to the email 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 email address if necessary.

5. Bundled Subscriptions and Membership Discounts. If you buy a subscription and receive a discount off the regular price as a result of a bundling offer or as a result of your membership status with Best Buy, and later return or cancel a plan, service, or subscription that was part of the bundle, or discontinue the applicable membership, you will lose the benefit of

the discount received on the price of this subscription or any other items that you keep and that formed part of the bundle, if applicable. You might be billed for any subscription on a separate stand-alone basis, or your billing for the subscription could be consolidated as a benefit of another plan you purchase at Best Buy (for example, Total Tech Support).

6. 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.

7. Disclaimer of warranties.

BEST BUY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. 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 FEES YOU HAVE PAID FOR THE SUBSCRIPTION(S) INCLUDING TAXES.

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

9. 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 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. 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.

10. 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. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

11. Electronic delivery; notices. You agree to receive electronic delivery of the Terms, which will be deemed delivered to you (a) when you purchased a subscription by their availability at BestBuy.com/ServicesTermsConditions; 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 any subscription by email to the email address you have provided to us or to the postal address we have on file for you.

12. 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 the Service, your subscription(s) or any related 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.

13. Entire agreement. These Terms and your purchase receipt constitute the entire agreement between you and us with respect to the Service 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 these Terms – either orally or in writing.