

## Best Buy Total Tech Support Terms of Service

**1. Here's the plan.** These are the terms (“**Terms**”) that govern the technical support, services, and special pricing that we will provide under the Total Tech Support Plan (“**Plan**”). We will provide these services and benefits to (1) the person who purchased the Plan (“**Purchaser**”) or to the person that activates and subscribes to a Gifted Plan (“**Subscriber**”) and the people who live at the Purchaser’s or Subscriber’s single-family home, or (2) to a small business with up to three employees at a single location (the Purchaser or Subscriber and the people who live with them or the employees of such small business are “**Members**”); the location of the primary home or business associated with this Plan must be in the U.S. (“**Service Address**”). This plan can cover two Service Addresses if you bought a multiple-location Plan, which would be indicated on your receipt. The words “we”, “us”, “our” and “Best Buy” refer to Best Buy Stores, L.P. and/or its affiliates and its or their employees or third-party service providers, as the case may be. “You” or “your” refers to each of the Members.

We will provide the support and services to you described in these Terms for your consumer electronics and appliances regardless of where these products were purchased. **However, this Plan is not a guarantee, warranty, or extended warranty that your products will not contain defects or that we can repair any item or that we will replace or provide a refund of your product’s purchase price in the event your product cannot be repaired.**

**NOTE THAT THIS IS AN AUTOMATICALLY RENEWING PLAN. FOR MORE INFORMATION ON THIS, SEE SECTION 11.**

### **2. Here's what the plan includes:**

- a. **Standard-level in-store, phone or web-based support.** Subject to these Terms, particularly Sections 3 and 4, we will provide the following standard-level in-store, phone, or web technical support and services, as applicable:
- Set-up of computer, tablet, printer, email, and digital imaging devices;
  - Installation of computer software and operating system;
  - Installation of screen shield, memory and other hardware components and accessories on computers (in-store only);
  - Computer password reset;
  - Software troubleshooting and repair;
  - PC virus removal;
  - Data transfer, data back-up, and creation of restore CD/media;
  - Data recovery estimate and level 1 data recovery (i.e., recovering deleted files), performed only if you bring your device into the store;
  - Computer tune-up;
  - Up to 30 minutes of in-store training relating to your computer, tablet, or mobile phone;
  - Set-up of home network and connecting devices including smart home, appliances and home theater products to a home network;
  - Diagnosis and troubleshooting for computer, printer, home network, connected home, home theater, and appliance issues; and
  - Automobile services performed only in-store: installation/set-up of an in-dash navigation system, in-dash stereo, radio, or satellite radio, amp, speaker, hands-free system, Bluetooth interface, radar detector (not available in D.C. and VA), dashboard camera, back-up camera and sensor, remote start, security system, keyless entry and mounting subwoofer in enclosure. Our service may be limited to basic troubleshooting on connected vehicle systems such as vehicle tracking and in-vehicle Wi-Fi hotspots.
- b. **Standard-level \$49.99 in-home support and services.** Subject to these Terms, particularly Sections 3 and 4, if you prefer to have any of the standard-level technical support and services listed in Section 2(a) above performed at the

Service Address (except for vehicle services; data recovery estimate and data recovery; and installation of screen shield, memory and hardware components – all of which must be done at a store), we will do so at a cost of \$49.99 per service. For \$49.99 per service, at your request, we will also provide the following standard-level support and services at the Service Address:

- TV Delivery;
- TV installation/set up and mounting to dry-wall;
- TV calibration;
- Computer setup, diagnostic and help, virus removal, and data transfer;
- Printer setup and troubleshooting;
- Computer hardware installation;
- One-hour computer training session;
- Remote control programming of basic learning remotes, such as a Harmony remote;
- Set up of a voice control;
- Set up of a smart hub;
- Set up of a gaming or virtual reality system (e.g., PlayStation, Oculus);
- Installation to dry-wall/set up of audio components, networked audio (two speakers), or a soundbar;
- Furniture assembly for furniture purchased from Best Buy;
- Home Wi-Fi set up and troubleshooting;
- Installation of connected home products, including wireless cameras (either two, six, or eight), smart lighting set up and customization (up to 10 bulbs), smart doorbell, smart thermostat, smart door lock, smart home security device/sensor, and smart garage door opener);
- Installation of an indoor antenna and set up of a streaming media device (“cord cutting service”);
- Delivery of certain major appliances if purchased from Best Buy (garbage disposal, dishwasher, range, over-the-range microwave, dryer, and window or room air conditioning unit);
- Installation of certain major appliances (except certain premium brands including Subzero, Miele and Wolf, which we do not install) such as a garbage disposal, dishwasher, gas range, over-the-range microwave, replacing range hood with over-the-range microwave, gas dryer, window or room air conditioning unit, and a refrigerator water line up to 20 feet with a shut-off valve (must be accessible); note that additional fees will apply if a water hammer, air gap, valve or other special items are required;
- Haul away of an old appliance or a TV (the haul away fee is waived when it is included in the original order along with the delivery of a new appliance or TV);
- Relocation of an existing appliance within the same Service Address (excludes re-connection); and
- Diagnosis of issues with home appliances and consumer electronics that we support.

c. **20% discount on Geek Squad Protection/AppleCare products and labor fees to repair or provide select advanced-level services.** We will provide a 20% discount on Best Buy’s current prices at the time of purchase on the following extended warranty plans:

- Geek Squad Protection; and
- AppleCare Products and AppleCare+

The discount excludes monthly-paid plans, renewal plans, loss and theft insurance, and plans that include loss and theft insurance. We will also provide a 20% discount on Best Buy’s current prices at the time of purchase on labor associated with the following advanced-level services:

- Level 2 and 3 data recovery (i.e., hard drive failure);
- Repair, if possible, of home appliances and consumer electronics that we support;
- Mobile phone repair in select stores;
- Remote Control programming for advanced home control devices or whole home automation (excluding Magnolia Design Center work);
- Home theater and connected home wiring, including installation of wired cameras;
- TV, home theater, connected home, audio component, networked audio, and soundbar installation/mounting over a fireplace or to any surfaces other than drywall;
- Speaker concealment;
- Installation of an inset or a motorized projector;

- Installation of a projector screen (excluding McIntosh, Definitive Technology, Savant, and Control 4, which we do not install);
- Work related to installation of trash compactor, water supply line, cooktop, wall oven, drop-in/slide-in range, built-in refrigerator and column refrigerator, and range hood (except certain premium brands including Subzero, Miele and Wolf, which we do not install);
- Automobile services: installation/set up of remote start with security, GPS system (including GPS tracking), overhead video system, audio system, radio with video, component speakers, universal headrest video, and lighting; and
- Marine, motorcycle, off-road vehicle, or golf cart services: installation/set up of a hands-free system, security system, GPS system (including GPS tracking), overhead video system, audio system, radio, speakers, universal headrest video, and lighting.

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

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

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

### 3. What is not covered?

- Server support including but not limited to any server administration and set-up, server software applications/OS installation and support or server diagnostics and tune-ups.
- Damage to or loss of any software or data that was residing or recorded on your devices and/or equipment.
- We may not be able to fix a problem if you refuse to upgrade your operating system or software.
- Although we will provide the 20% discount on the diagnosis and repair of consumer electronics and appliances as explained in Section 2(c) above, the Plan does not otherwise cover hardware failure.
- Support for issues caused by or related to services provided by a third party, such as cable or internet.
- Custom or complex work orders and Magnolia Design Center custom installations are not covered by this Plan.
- This Plan is not intended to provide support for product categories that Best Buy does not sell (e.g., spa and pool automation systems, medical devices, power tools, lawn and garden), however, at our discretion, we may attempt to provide reasonable assistance to you.
- For product categories sold by Best Buy that are not mentioned in these Terms, we will do our best to provide technical support whenever possible. However, the support we can provide in these cases 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).
- In addition to the exclusions and restrictions specifically mentioned in these Terms, the services and support covered by this Plan are subject to any applicable descriptions for each service provided on [BestBuy.com](http://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.

### 4. Additional information regarding fees:

- We will not charge for delivery and/or installation of an appliance when our regular price for delivery and/or installation is less than \$49.99.

- b. In certain instances, we may waive the \$49.99 fee outlined in Section 2(b) above for delivery, haul away, or relocation when one of those services is bundled with the purchase of a qualifying product.
- c. Any vehicle-specific parts or accessories will be charged at regular prices.
- d. A trip charge may apply for travel to a Service Address that is outside of the local metro area.
- e. We reserve the right to determine 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, subject to the fee structure outlined in Sections 2(b) and 2(c) above.
- f. We reserve the right to determine whether in-home work performed falls under Section 2(b) or 2(c) and which fee applies.
- g. The \$49.99 fee explained in Section 2(b) above will be charged per service such that one visit from us to the Service Address may result in multiple charges if we perform more than one service during that visit. For example, if you have a TV and a soundbar installed at the Service Address, each installation will be subject to a separate fee of \$49.99.
- h. We reserve the right to charge additional fees at our discretion for in-home work that requires more than 90 minutes to complete.
- i. We reserve the right to charge a \$49.99 fee if you scheduled work at the Service Address under Section 2(b) or 2(c) above and you fail to provide access to the Service Address, cancel an appointment within two hours of the scheduled appointment, or miss an appointment.
- j. The Plan's \$49.99 fee for in-home support and services explained in Section 2(b) above covers labor only and does not extend to parts or accessories that may be needed such as brackets and mounts. Similarly, the Plan's 20% discount explained in Section 2(c) above applies to labor only and does not extend to parts or accessories that may be needed such as brackets, mounts and parts related to vehicle services, or to the purchase of a replacement device. Parts and accessories are subject to additional charges.
- k. There are no haul away fees for Members whose Service Address is in California.

**5. How to get our help.** You may obtain service by accessing the Best Buy Home App (download from Google Play and Apple App Store); our website, [BestBuy.com/RemoteChat](https://www.bestbuy.com/RemoteChat), 24 hours a day, 7 days per week; visiting a Best Buy store in the U.S. during normal store hours; or by calling us at 1-888-BEST-BUY (1-888-237-8289). Additional terms and conditions apply to use the Best Buy Home App, [BestBuy.com](https://www.bestbuy.com) and concerning many in-store, in-home and remote services we provide. Service performed at the Service Address will be provided during normal business hours. Service will be performed by a Geek Squad Agent or a Best Buy-authorized third-party service provider at our discretion. We may use tools we deem necessary for our technical support and services, including remote access, and we may install software that allows you to obtain additional technology services. For any software installations, you authorize us to accept End User License Agreements on your behalf.

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

**7. Bundled discounts.** If the Purchaser buys this Plan and receives a discount off the regular price as a result of a bundling offer and later returns an item or cancels a plan, service, or subscription that was part of the bundle, the Purchaser will lose

the benefit of the discount received on the price of this Plan or any other items that the Purchaser keeps and that formed part of the bundle.

**8. Your responsibility to back-up data.** 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, as explained in Section 2(a) above, we will back-up the data on your device.

**9. Your other responsibilities.** To receive service or support under any Plan, you agree to comply with each of the terms and conditions listed below and as otherwise stated in these Terms:

- 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. To receive certain services, you may be required to sign a service order or other terms and conditions. Any such other terms and conditions do not form a part of these Terms and are a separate legal document.
- 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.

**10. Eligibility for service; transferring the plan.** At our discretion, we may ask questions and take steps to verify that the person seeking support or service is a Member and/or is in lawful possession of the product(s) for which that person is seeking assistance. If responsibility for the Plan has changed or the Service Address associated with the Plan has changed, we will, without charge, update our records to reflect the transfer of responsibility or change as the case may be. The original purchase receipts and any service receipts should be transferred to the new owner and/or Service Address. You may call 1-888-BEST-BUY (1-888-237-8289) to transfer the Plan. The person you transfer the Plan to will need to establish and maintain a My Best Buy account in accordance with Section 6 above.

**11. When the plan begins and ends; types of plans.** The Plan begins on the date it is initially purchased except that Gifted Plans will start when the activation steps are completed. The Plan ends as explained below depending on what type of Plan was purchased (the “**Service Period**”). The Purchaser’s payment receipt or the email we will send confirming the purchase will identify which type of plan was purchased.

- a. Continuous Monthly Plans.** If the Purchaser paid for a month-to-month Plan, the Plan will continue indefinitely on a month-to-month basis until it is cancelled. Until the Plan described in this paragraph is cancelled, the Purchaser authorizes us to charge his/her credit or debit card at the beginning of each monthly billing period the then-current price for the Plan, subject to us giving notice to the Purchaser of any price changes as per Section 12(g) below.
- b. Continuous Yearly Plans.** If the Purchaser 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 the Purchaser hereby authorizes us to charge his/her debit or credit card at the beginning of each yearly billing period for the then-current price for the Plan, subject to us giving notice to the Purchaser of any price changes as per Section 12(g) below. Prior to the beginning of each yearly billing period we will send the Purchaser a reminder that his/her credit or debit card will be charged at the start of the upcoming yearly billing period unless the Plan is cancelled.
- c. Gifted Plans.** A Gifted Plan is a type of Continuous Yearly Plan that the Purchaser pays for and intends to be given as a gift. Payment will be collected from the Purchaser at the time of sale for the first year of the Plan. The person who receives the Gifted Plan or any person who activates the Gifted Plan (the Subscriber) will be required to agree to Continuous Yearly Plan billing terms, particularly that (i) the Plan will continue indefinitely on a year-to-year basis until it is cancelled; and (ii) until the Plan is cancelled, the Subscriber authorizes us to charge his/her debit or credit card at

the beginning of each yearly billing period for the then-current price for the Plan, subject to us giving notice to the Subscriber of any price changes as per Section 12(g) below.

## **12. Cancellation; renewal; and change of terms or plan price.**

- a. **How to cancel.** The Purchaser or Subscriber, as applicable, may cancel the Plan at any time by calling 1-888-BEST-BUY (1-888-237-8289). We may also provide a self-service, online method of cancelling.
- b. **Cancellation within 30 days.** Except for Gifted Plans, as described in Section 12(d) below, the Purchaser may cancel the Plan and receive a refund in the amount paid for the Plan if the cancellation is within 30 days of purchase of the Plan, unless the Purchaser is entitled to a longer return period under some other Best Buy program, offer, or policy. The Purchaser 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 membership discounts or services already provided during the then-current term.
- c. **Cancellation after 30 days.**
  - **Continuous Monthly Plan.** If the Purchaser cancels a Continuous Monthly Plan at any time after the first 30 days, the Purchaser will be given a pro-rated refund based on the number of days remaining in the billing month beyond the cancellation date.
  - **Continuous Yearly Plan.** If the Purchaser cancels a Continuous Yearly Plan at any time after the first 30 days, and if no membership discounts or services have been provided during the then-current term, the Purchaser will be given a pro-rated refund based on the number of days remaining in the billing year beyond the cancellation date.
- d. **Returns and cancellations of Gifted Plans.**
  - **Return of Gifted Plan that has not been activated.** The Purchaser can return a Gifted Plan that has not been activated for a refund. The gift recipient can return a Gifted Plan that has not been activated for Best Buy store credit equal to the purchase price, within 30 days following the purchase date. To be eligible for either a refund or Best Buy store credit, the original Total Tech Support gift package must be returned to a Best Buy retail store and the activation code must not be exposed.
  - **Cancellation of activated membership before 30 days.** If a Gifted Plan membership has already been activated and, accordingly, the membership has started, the Subscriber may cancel the Plan and receive a Best Buy gift card equal to the purchase price of the Plan if the cancellation is within 30 days of the date of the Plan start date. At our discretion, we may deduct from any refund the value of membership discounts or services already provided.
  - **Cancellation of activated membership after 30 days.** If the Subscriber cancels at any time after the first 30 days from the Plan start date, and if no membership discounts or services have been provided during the then-current term, the Subscriber will be given a pro-rated Best Buy gift card based on the number of days remaining in the billing year beyond the cancellation date.
  - **Cancellation of renewed plan.** The Subscriber may also cancel a renewed Gifted Plan and receive a refund in the amount paid for a renewal term if the cancellation occurs within 30 days of the renewal date, however, at our discretion, we may deduct from any refund the value of membership discounts or services already provided during the first 30 days of the renewal term.
- e. **Cancellation or Suspension of Service by Us.** The Plan you purchased may be cancelled by us due to the failure to maintain a My Best Buy account as provided in Section 6, your failure to comply with or fulfill any other material obligation under this Plan (e.g., business having more than three employees at the Service Address), your fraud or material misrepresentation, unsafe work environment/conditions as determined by us, or your nonpayment of the annual fee if you purchased an Continuous Yearly Plan, the monthly fee if you purchased a Continuous Monthly Plan, or other amounts owed to us under the Plan ("**Non-Payment Event**"). If a Non-Payment Event occurs, we will provide the Purchaser written notice (e.g., email) of the Non-Payment Event. If you do not cure the Non-Payment Event within 30 days after delivery of our notice of such Non-Payment Event, then (i) if you purchased a Continuous Yearly Plan, it will be cancelled retroactively to midnight on the last day of the preceding annual period, or (ii) if you purchased a Continuous Monthly Plan, it will be cancelled retroactively to midnight on the last day of the month for which you made the last monthly payment. If we cancel a Continuous Yearly Plan, the Purchaser will receive a pro-rata refund of the price paid for such Continuous Yearly Plan based on the percentage of its then unexpired term, less our costs of all services, replacement products, and parts we previously provided during the then current term.

We may also suspend performance of our obligations while a Non-Payment Event exists or any other situation where you failed to pay us an amount that is due or where you failed to comply with or fulfill any other material obligation under this Plan.

- f. **Renewals.** CONTINUOUS MONTHLY OR YEARLY PLANS. AS EXPLAINED IN SECTION 11 ABOVE, YOUR CONTINUOUS YEARLY (INCLUDING GIFTED PLANS) OR MONTHLY PLAN WILL CONTINUE INDEFINITELY ON A MONTH-TO-MONTH OR YEAR-TO-YEAR BASIS, AS APPLICABLE, UNTIL CANCELLED OR NOT RENEWED BY YOU OR US IN ACCORDANCE WITH THESE TERMS. At our discretion, we may discontinue the renewal of your Continuous Yearly or Monthly Plan on at least 30 days' prior written notice or offer you a new service contract. For Continuous Yearly Plans, 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 12(g) below, your designated payment card will be charged the amount of the then-current price of the Plan if you do not cancel a Continuous Monthly Plan or Continuous Yearly Plan prior to the applicable renewal date.
- g. **Change of terms or plan price.** We reserve the right to change these Terms or the price of the Plan at any time upon 30 days' notice to you. If we make a material change to these Terms, you may cancel the Plan before such changes take effect and we will give you a pro-rata refund for any prepaid amounts.
- h. **Communications.** We will send communications to you regarding cancellations, renewals of Continuous Yearly Plans, and changes in terms or 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.

**13. Privacy policy.** It is our policy to respect the privacy of our customers. For information on our privacy practices, please review our privacy policy at [www.BestBuy.com/Privacy](http://www.BestBuy.com/Privacy).

**14. Limitations of service.** We shall not be liable for any failure or delay in performance due to any cause beyond our control. We may refrain from providing the service and instead refund your payment, wholly or in part, on the basis that the minimum system requirements are not met or if your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms, as determined by us.

**15. Disclaimer of warranties.**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOUR USE OF THE SERVICE AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**16. Limitation of liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(A) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THESE TERMS; AND

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

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

**17. Disputes.** You and Best Buy each agree that, except as otherwise noted below, any dispute or claim arising out of or relating in any way to these Terms, or to any products or services sold or distributed by Best Buy, whether in-store, in your home, over the phone, or online, including, but not limited to, the advertising of or sales practices relating to such products and services, delivery, installation, and any communication, by whatever means, between you and Best Buy, will be resolved by binding, individual arbitration, rather than in court. Disputes and claims that are within the scope of a small claims court's authority are exempt from this dispute resolution provision, so long as they are brought individually.

BY AGREEING TO ARBITRATION, YOU AND BEST BUY UNDERSTAND THAT EACH IS AGREEING TO WAIVE ITS RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND ITS RIGHTS UNDER THIS CONTRACT. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AS A COURT WOULD.

To begin an arbitration proceeding, you must send a demand to the American Arbitration Association (AAA) describing your claim and serve a copy of the demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be conducted by the AAA under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's 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. 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. Likewise, Best Buy will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. 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.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Any claim that all or part of this class action waiver provision is invalid or unenforceable may be determined only by a court and not by an arbitrator. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration. If for any reason a claim proceeds 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.

**18. 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.

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

**20. Communication.** We may call or text you at any phone number that you provide us (including any mobile number) to inform you about the status of your support or service or if your internet connection is dropped (in the event of a remote online session). Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and data rates may apply.

**21. Michigan Residents.** The following Michigan variation shall control if inconsistent with any other terms and conditions: If performance under this Agreement is interrupted because of a strike or work stoppage at our place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

**22. Entire agreement.** These Terms and your purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under the Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of the Plan – either orally or in writing.