

## BEST BUY BUY BACK PROGRAM AGREEMENT

This Best Buy Buy Back Program Agreement (the "Agreement") is a legal contract that governs the Best Buy Buy Back Program ("Plan"). The Agreement is between the individual that has purchased the Plan, ("you" or "your") and Chartis WarrantyGuard, Inc. ("CWG"). CWG is the obligor of the Plan and responsible for fulfilling the obligations of the Plan. Best Buy Stores, L.P. ("Best Buy") is the retailer from which you purchased this Plan and the related Device. Throughout this Agreement, the words "we", "us" and "our" refer to CWG. By purchasing the Plan, you acknowledge that this is a legal contract and you have had the opportunity to read the terms and conditions set forth in it. This Agreement and your purchase receipt comprise the entire agreement relating to the Plan. The sale and fulfillment of this Plan is only available in the United States.

**1. DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings for purposes of this Agreement:

- (a) **BUY BACK AMOUNT.** The amount that you will receive in the form of value on a Best Buy® Gift Card in exchange for you selling your Device to CWG and CWG buying the Device from you within the Plan Period, subject to the terms and conditions of this Agreement. The Plan Period is subdivided into a number of sub-periods ("Term Periods"), as described in this Agreement. The Buy Back Amount changes based on both the Term Period when you sell your Device under the Plan and the condition of the Device at the time of such sale as described in Paragraph 9.
- (b) **DEVICE.** The consumer electronics product covered by this Agreement.
- (c) **EFFECTIVE DATE.** The date that you are eligible to submit a claim for a Buy Back Amount beginning thirty-one (31) days after the Purchase Date.
- (d) **EXPIRATION DATE.** The last date upon which you may initiate a claim for the Buy Back Amount under the terms of the Plan.
- (e) **ORIGINAL PURCHASE PRICE.** The price of the Device is the purchase price you paid for your Device minus any coupons, rebates, savings or price reductions, as documented on your purchase receipt. For Devices that are mobile phones, the original purchase price means the Best Buy retail price prior to any specific carrier based rebates, offers, discounts or promotions. In addition, for Devices that are mobile phones, this Plan may only be utilized for mobile phones that are under a carrier contract or purchased outright as a "Pre-Paid Phone".
- (f) **PURCHASE DATE.** The date that you purchase the Plan.
- (g) **PLAN PERIOD.** The time period commencing on the Effective Date and ending on the Expiration Date (the "Plan Period"), during which the Plan is valid. The Plan Period indicates the amount of time that you have to initiate a claim for the Buy Back Amount under the Plan.
- (h) **QUALIFIED TELEVISIONS.** Televisions with an Original Purchase Price of less than five thousand dollars (\$5,000.00).

- (i) PLAN FEE. The amount that you pay to purchase the Plan.
- (j) TERM PERIOD. There are four (4) Term Periods, each six (6) months long, except for Qualified Televisions, which has a fifth (5<sup>th</sup>) Term Period of an additional twenty-four (24) months.

## 2. SCHEDULE OF DEVICE, TERM PERIOD AND BUY BACK AMOUNT:

(a) Laptop /Desktop/Tablet/All-in-One Computers, Tablet Computers, Mobile Cellular Telephones, Pre-Paid Mobile Telephones, Computer Monitors, Blu-Ray and DVD Players, Gaming Consoles, Portable Gaming Devices, eReaders, Camcorders, Digital Cameras, DSLRs, SoundBars:

### Term Period:\*

1: 6 Months from Effective Date	Up to 50% of the Original Purchase Price of Device
2: After 6 Months to 12 Months from Effective Date	Up to 40% of the Original Purchase Price of Device
3: After 12 Months to 18 Months from Effective Date	Up to 30% of the Original Purchase Price of Device
4: After 18 Months to 24 Months from Effective Date	Up to 20% of the Original Purchase Price of Device

### Buy Back Amount: \*\*

(b) Qualified Televisions:

### Term Period:\*

1: 6 Months from Effective Date	Up to 50% of the Original Purchase Price of Device
2: After 6 Months to 12 Months from Effective Date	Up to 40% of the Original Purchase Price of Device
3: After 12 Months to 18 Months from Effective Date	Up to 30% of the Original Purchase Price of Device
4: After 18 Months to 24 Months from Effective Date	Up to 20% of the Original Purchase Price of Device
5: After 24 Months to 48 Months from Effective Date	Up to 10% of the Original Purchase Price of Device

### Buy Back Amount: \*\*

\*Your Device does not qualify for a Buy Back Amount outside of these Term Periods

\*\* Buy Back Amount is subject to the terms of Section 9

**3. DESCRIPTION OF THE PLAN.** The Plan allows you to sell to CWG, and CWG hereby agrees to buy, the Device at the Buy Back Amount during the Plan Period according to the schedule and the terms and conditions set forth in this Agreement.

**4. RECEIPT AND PHOTO ID REQUIRED.** You will be required to have a Best Buy receipt and a government issued photo identification to initiate your claim for a Buy Back Amount. The receipt must include both your Device and unique Plan identification showing that you purchased both the Plan and the related Device. Your Device and Plan purchase must be on the same receipt to redeem. You must also present a government issued photo identification to confirm your identity as the purchaser of the Device and Plan.

**5. WHEN YOU ARE READY TO CLAIM YOUR BUY BACK AMOUNT.** You will need to return to a Best Buy store location with the Device and all manufacturer's accessories which came with the Device along with your original receipt documenting your purchase of the Plan and the Device and government issued photo identification. You will be required to sign an acknowledgment of transfer of ownership of the Device to the effect that: you are the rightful owner of the Device; all information you have provided is accurate; the transaction is final; it is your responsibility to remove all data from the Device; and you release CWG and

Best Buy from any and all claims arising out of the transfer of the Device. This will also serve to notify you that after purchasing the Device from you, CWG intends on placing the Device in secondary retail markets where the Device will be sold to consumers and/or businesses.

**6. TIME OF ESSENCE; FAILURE TO EXERCISE.** Time is of the essence in this Agreement and is a material term of the Agreement. The Buy Back Amount decreases over time and if you fail to initiate a claim for the Buy Back Amount within the allotted Plan Period then your Plan will expire on the day after the Expiration Date as described in your Plan description on your original purchase receipt. After the Expiration Date you will no longer have the ability to sell your Device to CWG and receive a Buy Back Amount and CWG and Best Buy will no longer have any obligations to you under this Agreement and the Plan has no value after the Expiration Date.

**7. RETENTION OF PLAN FEE; PAYMENT OF BUY BACK AMOUNT.**

- (a) **RETENTION OF PLAN FEE.** The Plan Fee will only be returned to you upon a cancellation of this Plan subject to these terms and conditions. See Paragraph 10 for specific details.
- (b) **PAYMENT OF BUY BACK AMOUNT.** Payment of the Buy Back Amount to you by CWG constitutes fulfillment of all of CWG's and Best Buy's obligations under this Agreement and terminates this Agreement.
- (c) **TIMING OF PAYMENT OF THE BUY BACK AMOUNT.** Payment of the Buy Back Amount by CWG shall be made following receipt of the Device by CWG, subject to the Acceptance Testing set forth in Paragraph 9. Upon CWG's successful completion of Acceptance Testing your Buy Back Amount will be paid in full in the form of value on a Best Buy Gift Card based on the schedule of Term Periods, the corresponding Buy Back Amounts, and the condition of the Device as described in Paragraph 9. At that time, all rights, title and interest regarding the Device will transfer to CWG.
- (d) **SALES TAX.** You are responsible for paying and accounting for any sales tax that may be applicable to you in your home state for the sale of the Device to CWG. CWG and Best Buy make no representations or warranties regarding your possible sales tax liabilities for this transaction. All sales tax liabilities for your sale of the Device to CWG are solely your responsibility.

**8. MAINTENANCE, REPAIR, NO WARRANTY, LOSS.** You assume all obligations and liability with respect to the possession of the Device, and for its use, condition, and storage during the Plan Period. You will, at your own expense, maintain the Device in good condition and working order. You agree to comply with all requirements necessary to enforce all Device manufacturer warranty and service plan rights, and if the Device breaks while under manufacturer warranty or a service plan, you agree to cause the manufacturer or service plan issuer to perform the appropriate repairs before you initiate a claim for your Buy Back Amount pursuant to this Agreement. CWG will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Device. At all times prior to receipt of the Device by CWG, the risk of loss of the Device shall be on you. The risk of loss shall transfer to CWG upon acceptance of the Device by CWG or its assent following the testing described in Paragraph 9.

**9. ACCEPTANCE TESTING.** If you initiate a claim for the Buy Back Amount in accordance with the terms of this Agreement, CWG, in its sole discretion, reserves the right to adjust the Buy Back Amount according to the following grading system as part of its inspection of the Device ("Acceptance Testing"). PLEASE NOTE that CWG will not make a claim on any manufacturer warranty or service plan on your behalf at any point in time. You must make any manufacturer warranty or service plan claim prior to initiating a claim for the Buy Back Amount. The three condition grades used in the Acceptance Testing are as follows:

- (a) **GOOD or FAIR.** The Device is fully functional with no technical problems, with only a few scratches due to normal use. If CWG grades, in its sole discretion, the condition of the Device as Good or Fair, no adjustment will be made to the Buy Back Amount.
- (b) **POOR.** The Device has one or more of the following issues: 1. The Device has sustained minor functional damage or product failure that can be easily repaired; 2. The Device has more than normal visible wear and tear, including, but not limited to, cracks, dents, scratches, dirt and user-added stickers. If CWG grades, in its sole discretion, the condition of the Device as Poor, the Buy Back Amount will be adjusted down by 50%.
- (c) **SUBSTANTIALLY IMPAIRED.** The Device has one or more of the following issues: 1. The Device has functional damage or product failure that affects its ability to perform its function or impairs its use and cannot be easily repaired; 2. The Device has been recalled by its manufacturer and has not been repaired or replaced prior to sending it to CWG; 3. The Device has water damage or damage from bodily fluids; 4. The Device shows indications of a serial number modification; 5. The Device has insect/rodent infestation, damage. All damage described above must be repaired either under manufacturer warranty or service plan, or at your own cost, before providing the Device to CWG. The Device will not be accepted in Substantially Impaired condition and CWG will retain the Plan Fee you paid. If the Device is considered to be Substantially Impaired, the Device will be considered a Rejected Device as provided in Paragraph 11.

**SCHEDULE OF BUY BACK AMOUNT AS ADJUSTED TO ACCOUNT FOR ACCEPTANCE TESTING\***

TVs, Laptops, <a href="#">Desktops</a> , <a href="#">All-in-One Computers</a> , Tablets, & Mobile Phones, <a href="#">Pre-Paid Mobile Phones</a> , <a href="#">Computer Monitors</a> , <a href="#">Blu-ray &amp; DVDplayers</a> , <a href="#">Gaming Consoles</a> , <a href="#">Portable Gaming Devices</a> , <a href="#">eReaders</a> , <a href="#">Camcorders</a> , <a href="#">Digital Cameras</a> , <a href="#">DSLRs</a> , & <a href="#">SoundBars</a>					TVs Only
Acceptance Testing Condition Grade	6 Months from Effective Date	After 6 Months to 12 Months from Effective Date	After 12 Months to 18 Months from Effective Date	After 18 Months to 24 Months from Effective Date	After 24 Months to 48 Months from Effective Date
Good or Fair	Up to 50%	Up to 40%	Up to 30%	Up to 20%	Up to 10%
Poor	Up to 25%	Up to 20%	Up to 15%	Up to 10%	Up to 5%
Substantially Impaired	0	0	0	0	0

\* The Buy Back Amount is expressed as a percentage of the Original Purchase Price of the Device. The Buy Back Amount may be reduced from that listed in the schedule due to missing or inoperable accessories or included items, as provided for in the paragraph below.

Accessories and Included Items. The Device is expected to be returned with all original accessories and included items ("Accessories"). These include, but are not limited to, original software, power adapters, cables, pedestals (TV), remotes and batteries. Each Accessory is expected to be in good condition and in working order. Buy Back Amounts will be further reduced at the sole discretion of CWG by the replacement value of each such Accessory that is either not included with your Device or is not in good condition or in working order regardless of the Acceptance Testing Condition Grade that is ultimately assigned to your Device. As a result, even if your Device is assigned an Acceptance Testing Condition Grade of Good or Fair, your Buy Back Amount will be reduced by the replacement value of each such Accessory that is either not included with your Device or is not in good condition or in working order.

**10. CANCELLATION.** There are no fees to cancel the Plan. This Plan will be cancelled by us for fraud or material misrepresentation, as determined by us. In the event of cancellation by us, written notice of cancellation will be mailed to you not less than sixty (60) days before the cancellation is effective. If we cancel the Plan, you will receive a pro-rata refund of the Plan Fee based on the percentage of the Plan's unexpired Plan Period. If you cancel within thirty (30) days of your Plan's Purchase Date, you will receive a full refund of the Plan Fee. If you cancel more than thirty (30) days after the Purchase Date, you will receive a pro rata refund of the Plan Fee based on the percentage of the Plan's unexpired Plan Period.

With respect to a Device that is a mobile phone, if you have cancelled your contract with the mobile phone carrier, during the mobile phone carrier's product return or exchange period, then you are not eligible to receive a Buy Back Amount but, instead, may cancel the Plan and receive a pro-rata refund of the Plan according to this Paragraph of the Agreement. [However, you will receive the full benefit of the Buy Back Program if this applies to a Pre-Paid Phone not associated with a carrier contract.](#) You are solely responsible for any and all penalty fees, activation charges, early termination and similar such charges imposed by your wireless carrier because of the cancellation of your contract with your mobile phone carrier. All cancellations will need to be done at Best Buy store location and with all original receipts.

**11. REJECTED DEVICE.** If the Device is considered to be a Rejected Device you will be given your Rejected Device back for you to do with it as you choose. The Rejected Device may be eligible for Best Buy's Electronics Recycling Program. You are responsible for additional charges that apply should you elect to participate in the Best Buy Electronics Recycling Program.

## **12. OTHER TERMS AND CONDITIONS.**

- (a) **DEVICE PURCHASED CONCURRENTLY WITH THS PLAN.** You warrant that you are the legal and beneficial owner of the Device as of the Purchase Date of this Agreement. You further warrant that you have purchased the Device concurrently with the Plan, and agree that the terms of this Agreement cover only the Device and NOT any similar or alternative Device except as specified in Paragraph 12(g). CWG reserves the right to terminate the Plan for individuals who have not purchased the Device concurrently with the purchase of the Plan.

- (b) PURCHASER RECORDS. You may be asked to provide information from your purchase receipt as a condition for receiving the Buy Back Amount under the Plan. YOUR ORIGINAL SALES RECEIPT SHOULD BE KEPT WITH THIS AGREEMENT IN A SAFE PLACE.
- (c) TECHNICAL SPECIFICATIONS. In order for the Plan to be valid and effective, the actual technical specifications of the Device must match the technical specifications, including the model number ("Technical Specifications") of the Device you purchased for the Plan, except as specified in Paragraph 12(g). In cases where Paragraph 12 (g) does not apply and the actual specifications of the Device you bring to a Best Buy Store location do not match the specifications of the Device covered by the Plan, or if the purchase receipt cannot be produced or does not match the device you provided, the Device will be considered a Rejected Device, as provided in Paragraph 11.
- (d) PERSONAL DATA, CONFIDENTIAL INFORMATION. **You hereby acknowledge that it is your responsibility to remove all personal data (e.g., files, photos, videos, music, etc.), confidential, trade secret, and/or proprietary information from the Device prior to initiating a claim for the Buy Back Amount.** You agree that CWG and Best Buy and the respective parent companies and affiliates, are not responsible for the loss or destruction of the hardware or media containing any personal data left on or in the Device. You understand and agree that any data or files stored within the Device will be unrecoverable. To the extent permitted by applicable law, you hereby release us, Best Buy, and the parent companies, and affiliates, from and against any liability arising out of or related to the deletion of any data or files from the Device and the non-availability of the Device after it has been accepted by CWG.
- (e) PERSONAL USE OF DEVICE ONLY. This Agreement may only be purchased for Devices that are utilized for personal, family or household use only and is not eligible for purchases of Devices that are utilized for commercial purposes.
- (f) EXEMPTION FROM EXPIRATION DATE. You may qualify for an exemption from the Expiration Date if the Device is being repaired or replaced by a manufacturer under its warranty or a service plan provider or through a recall process by a manufacturer during the Expiration Date. To qualify for this exemption, you must complete all of the following:
  - (i) Notify CWG, at a Best Buy store location, that the Device is being repaired under warranty or a service plan or has been recalled by its manufacturer, within three (3) days of sending or delivering the Device to the manufacturer or service plan repairer/issuer and before the Expiration Date; and
  - (ii) Bringing the Device to a Best Buy store location within three (3) days of receiving it from the manufacturer or service plan repairer/issuer; and
  - (iii) Included with the Device to CWG the paperwork on either (I) the warranty return from the manufacturer warranty or service plan issuer or (II) the recall from the manufacturer, which identifies the date you sent or delivered the Device to the manufacturer or service plan repairer/issuer and the date you received the repaired Device from the manufacturer or service plan repairer/issuer.

- (g) **EXEMPTION FROM TECHNICAL SPECIFICATIONS.** You may also qualify for an exemption from the Technical Specification requirements in Paragraph 12(c) if the Device is replaced by a manufacturer or service plan provider or through a recall process by a manufacturer. To qualify for this exemption, you must complete all of the following:
- (i) Notify CWG, at a Best Buy store location, of the change in serial numbers within ten (10) days of receiving the replacement Device; and
  - (ii) Include the original paperwork for the manufacturer or service plan replacement or recall replacement from the manufacturer or service plan repairer/issuer from the manufacturer or service plan repairer/issuer clearly identifying the old serial number of the Device and the new serial number of the Device when providing the Device to CWG.
- (h) **PLAN ADMINISTRATION.** Your rights under these terms and conditions, including, without limitation, the payment of any Buy Back Amount, are expressly contingent upon your complete and full compliance with each and every one of the requirements set forth in this Agreement. All eligibility and other matters relating to your purchase or use of the Plan will be determined by CWG, in its sole discretion, and each such determination will be binding on you.
- (i) **TRANSFERABLE.** The Plan is not transferable to another owner of the Device.
- (j) **EXCLUSIONS.** This Agreement and the Plan is not an insurance policy, warranty or service contract and does not provide coverage for Devices that have been lost, stolen (the Plan is only for Devices that are provided to us during the Plan Period) or for the repair or replacement of damaged Devices. The Plan does not cover failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, down-time, charges for time and effort, or failures that occurred prior to the purchase of the Plan.

**13. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CWG'S AND BEST BUY'S TOTAL LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE), ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PLAN SHALL NOT EXCEED ~~THE AMOUNT OF~~ THE BUY BACK AMOUNT PAYABLE TO YOU FOR THE DEVICE GIVING RISE TO THE CLAIM. Some states do not allow the limitation of liability, so the foregoing may not apply to you.