



My Best Buy Total™ Terms of Service

1. The Terms.

Thank you for reviewing the terms (“**Terms**”) for your My Best Buy Total™ membership (“**Membership**”). These Terms are between you and Best Buy Stores, L.P. and/or its affiliates or authorized third party service providers (“**Best Buy**” or “**us**” or “**we**”) and govern our respective rights and obligations. These Terms, together with your purchase receipt and the applicable terms related to using [BestBuy.com](https://www.bestbuy.com), My Best Buy Terms, and any services, special pricing, promotional offers or other benefits, including Product Protection Benefits, provided to you in connection with the Membership, or for use of the Membership, constitute the entire agreement between you and Best Buy related to the Membership. For more information on this, see Section 22. By enrolling in and continuing to use the Membership, you accept these terms, conditions, limitations and requirements. We may make changes to these Terms or terminate the Membership program. If we make material changes or terminate the program, we may notify you by email and/or post the new terms at [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) (on this site, navigate to the latest My Best Buy Total™ Terms of Service).

NOTE THAT THIS IS AN AUTOMATICALLY RENEWING MEMBERSHIP. FOR MORE INFORMATION ON THIS, SEE SECTION 13.

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW SECTION 18 REGARDING DISPUTE RESOLUTION BELOW.

2. My Best Buy Total™ Membership.

We will provide the Membership services, special pricing, promotional offers and other benefits (collectively “**Membership Benefits**”) to the person who is identified as the member of My Best Buy Total™ (“**Member**”, “**you**” or “**your**”) and the Member’s family living at the Member’s primary home address; any Membership Benefits that are to be received in, or delivered to, the home, will only be available at the primary home address associated with this Membership, which must be located in the fifty states of the U.S. or District of Columbia (“**Member Address**”). The availability to purchase the Membership, and receive certain Membership Benefits, is limited to designated sales channels and will not be available where prohibited by law. The purchase of Membership is not currently being offered, and will not be valid, to persons residing outside of the fifty states of the United States and the District of Columbia (e.g., it is not available in Puerto Rico or for purchase by Puerto Rico residents). Section 12 below provides additional information regarding eligibility for Membership Benefits.

3. Here's what the My Best Buy Total Membership includes:

- a. Exclusive Member-priced offers and priority access to limited supply items. As a Member, you will be eligible for exclusive Member-priced offers, sales, events, and have priority access to certain limited supply item events. Quantity limits may apply.
- b. Product Protection for up to 24 months while Membership is active. Qualifying products purchased from Best Buy will be eligible to receive up to twenty-four (24) months of service contract coverage, provided that your Membership remains active, under either a Best Buy Protection Plan or an AppleCare+ plan (for each such qualifying product, as applicable ("**Protection Plan**")). Products sold by third party sellers on BestBuy.com (may also be referred to as Marketplace Products and Marketplace Sellers) are not eligible for the Product Protection Benefit. See Section 4 for more details on this "**Product Protection Benefit**".
- c. VIP Customer Support. You will have access to a Membership support line where you will receive advice, customer service, and coordination via phone or chat by a team of specially-trained resources. You will be provided with decision-making advice tailored just for you and that empowers you to get the most out of the products you own. The support line will be staffed 24/7/365. Please note that calls must be made from the telephone number identified on the Member account to receive support. You can also login to [BestBuy.com](https://www.bestbuy.com) or the Best Buy mobile app to receive support.
- d. Free Shipping. Free shipping options are always available with every small parcel purchase from Best Buy, including, when available, 2-day shipping. Products sold by third party sellers on BestBuy.com (may also be referred to as Marketplace Products and Marketplace Sellers) are not eligible for the free shipping benefit. No minimum purchase is required. This benefit applies to small parcel shipments only and does not apply to large products (e.g., major appliances, large televisions), as defined by Best Buy. Large products may be eligible for member-only discounted standard delivery and installation on a promotional basis from time-to-time.
- e. 60 Day Return and Exchange Period. Members will benefit from a 60-day return and exchange period on "Most products" purchased from Best Buy, as indicated in our Returns and Exchanges Policy. Products sold by third party sellers on BestBuy.com (may also be referred to as Marketplace Products and Marketplace Sellers) are not eligible for the extended return and exchange period. All other terms and conditions of the Returns and Exchanges Policy, found at [BestBuy.com/Returns](https://www.bestbuy.com/Returns), apply, including, for example, the 14 day return period on Activatable Devices (select carriers may have a longer return period).
- f. Geek Squad at your Service. Your Membership comes with a variety of Geek Squad benefits, including:
 - **Geek Squad technical support and troubleshooting services** provided in-store, over the phone, and chat for all your devices, regardless of where purchased, at no additional cost.
 - **20% off repair services**
 - a. Members will receive a 20% discount on Best Buy's current labor prices at the time of purchase of qualifying repair services, including many in-home repairs.
 - b. These discounts do not apply to in-home repair work that was not included in the original scope of your Best Buy order, which is performed and billed to you directly by a Best Buy-authorized third-party service provider.
 - c. Discounts apply solely to labor and do not apply to parts, accessories, or permits.
 - d. Further details, and any associated limitations, on the specific services that are eligible for this 20% discount can be found on [BestBuy.com/MemberGeekSquadBenefits](https://www.bestbuy.com/MemberGeekSquadBenefits). You may also ask a Best Buy store associate about applicability of this benefit to your purchase(s) in-store or by contacting us at 1-888-BEST-BUY (1-888-237-8289).
 - Except for those services expressly identified on [BestBuy.com/MemberGeekSquadBenefits](https://www.bestbuy.com/MemberGeekSquadBenefits), Geek Squad at your Service excludes Autotech services and in-home setup, services, installation, support,

and troubleshooting; however, Members may be eligible for additional member-only discounts on a promotional basis from time-to-time.

- g. Frequently Asked Questions. For additional information on the Membership and Membership Benefits, visit our Frequently-Asked-Questions page at [BestBuy.com/MembershipsFAQs](https://www.bestbuy.com/MembershipsFAQs).
- h. For Legacy Contract Members. Some customers may become Members automatically through a legacy contract conversion, because their legacy contracts are being replaced by My Best Buy Total going forward. As of June 2023, the legacy contracts converted to My Best Buy Total include annually-paid Best Buy Beta, Total Tech Support (including Second Residence Membership), Total Tech Support Plus, and Geek Squad Tech Support. Other support or membership contracts may be subject to conversion at a later date. Any customers being automatically converted from a legacy contract to My Best Buy Total will receive an advance notification from us, to their email address on file, with information about what this means for them and how to learn more. For example, some legacy contract benefits may continue to apply for a period of time in addition to the new benefits available under My Best Buy Total. Legacy contracts that are automatically converted to My Best Buy Total will continue to operate on the same plan duration, and timelines for renewal, that applied to the legacy contract. For clarification, Members who have been converted to My Best Buy Total from a legacy contract, and who may have purchased an Apple or other device at Best Buy prior to the conversion, will not automatically receive Best Buy Protection or AppleCare+ coverage on these legacy purchases. The Product Protection Benefit described in Section 4, below, for Best Buy Protection and AppleCare+, will only apply to eligible purchases following conversion to My Best Buy Total. Customers being converted from Best Buy Beta will retain any protection plans issued on eligible product purchases during their Best Buy Beta membership for up to 24 months so long as their Membership remains active. Customers will receive a My Best Buy Total welcome email from us when a conversion is completed.

4. Product Protection.

- a. Product Protection Benefit. Members are entitled to receive Protection Plan coverage in the form of a Best Buy Protection Plan for eligible non-Apple products and an AppleCare+ plan for eligible Apple products purchased from Best Buy. Products sold by third party sellers on BestBuy.com (may also be referred to as Marketplace Products and Marketplace Sellers) are not eligible for the Product Protection Benefit. Upon acceptance of the relevant Protection Plan in connection with each qualifying product purchase, the Protection Plan will continue for up to 24 months following the relevant Protection Plan coverage start date, provided that your Membership remains active for that entire period and your Protection Plan is not cancelled before then according to its terms. Loss and Theft insurance is not included but may be purchased separately on certain mobile products.
- b. Service Fees and Claims Limits; Plans Established with Primary Member. While your Membership will pay for any Protection Plan coverage that you are entitled to when making qualified product purchases, you will be responsible for paying any applicable service fees when you make a claim. You may see what service fees will apply at [BestBuy.com/BestBuyProtection](https://www.bestbuy.com/BestBuyProtection). Claims limits also apply to your Protection Plan. Please ask a Best Buy store associate or call 1-800-GEEK-SQUAD (1-800-433-5772) for any questions about this benefit or whether a particular product is eligible for Protection Plan coverage. On [BestBuy.com](https://www.bestbuy.com), if you are logged into your [BestBuy.com](https://www.bestbuy.com) account profile, you can also determine whether a product is eligible for Protection Plan coverage under your Membership. Please note that all Protection Plans will be established in the name of the primary Membership account holder if the eligible product purchase

transaction is validly identified by the purchaser as being associated with a Membership, even in cases where you purchased an eligible product (to which a Protection Plan attached) for someone else as a gift.

- c. Plan Terms and Conditions. The complete, current terms and conditions for Best Buy Protection and AppleCare+ can be found at [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) by navigating to the “Protection” section of this site and searching for the relevant Protection Plan by its title. All such terms and conditions may be revised, at any time, including the price and applicable service fees. For clarity, when you make a product purchase that is eligible for the Product Protection Benefit in the form of a Best Buy Protection Plan or an AppleCare+ plan, the then-current version of the terms and conditions for Best Buy Protection or AppleCare+, as applicable, will apply and govern the Protection Plan coverage for such eligible product, including any updated coverage, pricing and service fees. Please visit [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) to review the terms and conditions of the applicable Protection Plan that apply to your Membership Product Protection Benefit. While your Membership is active, if you voluntarily purchase a different customer-paid service contract (e.g., a multi-year, one-time-pay plan) on a product that would have been eligible for the Product Protection Benefit under your Membership, any claims and coverage on that product must be processed under that separately-paid service contract and not through your Membership.
- d. Obligors and Membership Trust. For Best Buy Protection Plans, the obligor is Best Buy Product Protection, Inc. For AppleCare+, the obligor is AppleCare Service Company, Inc. A portion of your Membership fee will be set aside in a Trust to pay the anticipated fees due to the obligors of the service contracts. This amount may differ depending upon whether you are purchasing Membership for the first time, or were automatically upgraded or converted into Membership from a prior, legacy contract, or you are in a renewal term of your Membership. The Trust will be solely responsible for making the payments regardless of the nature or quantity of products that are being covered by Protection Plans as a benefit of your Membership. You can contact us by sending an email to ProtectionBenefit@bestbuy.com if you are interested in the details of how much of your Membership fee is allocated for this Product Protection Benefit.
- e. Gift of Eligible Products. If you purchase an eligible product (to which a Protection Plan attaches) during your Membership, and you wish to give it to someone else as a gift, then please provide the gift recipient with a copy of the email we send to you confirming your protection coverage on the product. Having this email will help us confirm the gift recipient is in rightful possession of the eligible product and is authorized to receive coverage under the Protection Plan. It also has important information about the terms and limitations of coverage. Because the Protection Plan was issued under your Membership, it will continue for up to 24 months from the applicable Protection Plan start date, so long as you maintain your Membership. This means that if you cancel or choose not to renew your Membership, it will automatically cancel any then-remaining months under the applicable Protection Plan. In addition, you (as the Member) may continue to receive information regarding the Protection Plan, such as the gift recipient’s claim activity and notices.
- f. Account Profile. When a Protection Plan is issued under your Membership, it should be visible online at [BestBuy.com/services/planlist](https://www.bestbuy.com/services/planlist). We recommend logging into your account to confirm the relevant Protection Plan is identified following your eligible product purchase and receipt of a confirmation email from us. If you do not see a Protection Plan for an eligible product you purchased during Membership, while your Membership remains active, please contact us at 1-800-GEEK-SQUAD (1-800-433-5772) within sixty (60) days of eligible product purchase and we will do our best to assist you.

5. My Best Buy Total with Remote Management

In addition to the benefits included in a standard My Best Buy Total membership, My Best Buy Total with Remote Management includes:

- a. Remote management and monitoring of your home network. Once configured, this permits us to provide remote support that includes system performance reporting and access to most products installed on your network (capabilities may vary based on your network devices and products). This additional information and access (i) enhances our ability to remotely diagnose and provide technical support which may eliminate the need for a service appointment, (ii) permits us to carry out scheduled status checks including internet speed and connectivity status updates, (iii) makes it possible to proactively update certain parts of your system such as applying firmware updates (capabilities may vary).
 - Requirements: In order to enable this additional functionality, your system must comply with the following requirements:
 - i. Hardware: You must have a qualified network router or network appliance. A Best Buy designer, project manager, or the Best Buy Home Consultation and Premium Product Support team can provide you with the then-current list of qualified network routers at any time. Depending on the complexity of your network and/or the capabilities of your equipment, you may also be required to purchase additional equipment to fully enable remote network management. You may also be required to upgrade your network router or other equipment from time-to-time, such as when equipment fails, become obsolete, or is no longer supported.
 - ii. Consultation: A pre-sale consultation is highly recommended to validate the capabilities of your current system and determine if any additional equipment is required.
 - iii. Installation and Activation: In order to enable remote management, an in-home installation and activation appointment is required in order to configure the solution.
 - iv. System Changes: Significant system changes may require additional configuration, which may or may not be able to be addressed remotely.
 - Support for remote management is provided by the Best Buy Home Consultation and Premium Product Support team at 1-800-548-0828, extension 1.

IN ORDER TO PROVIDE THE SUPPORT SERVICE WITH REMOTE MANAGEMENT, INCLUDING THE INSTALLATION AND SETUP AND ONGOING TECHNICAL SUPPORT, WE AND OUR THIRD-PARTY SERVICE PROVIDERS MUST COLLECT TECHNICAL NETWORK AND DEVICE-RELATED INFORMATION FROM THE DEVICES CONNECTED TO YOUR HOME NETWORK. FOR EXAMPLE, WE WILL COLLECT INFORMATION SUCH AS DEVICE MAC ADDRESSES (A STANDARD TYPE OF DEVICE NUMERIC IDENTIFIER), DEVICE TYPES, AND DEVICE MANUFACTURERS. WE AND OUR SERVICE PROVIDERS COLLECT, USE, AND SHARE SUCH INFORMATION TO BETTER SERVE AND ASSIST YOU AND TO MAINTAIN AND IMPROVE THE PRODUCT AND THE SUPPORT SERVICE, AS DESCRIBED MORE FULLY IN OUR PRIVACY POLICY.

6. Additional Terms.

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

- Server support is not included (e.g., server administration and set-up, server software applications/OS installation and support or server diagnostics and tune-ups).
- We may not be able to fix a problem if you refuse to upgrade your operating system or software.
- Except for the Protection Plan benefits as explained in Section 4, hardware failure is not covered.

- We will not be able to fix or support issues caused by or related to services provided by a third party, such as cable or internet.
- This Membership is not intended to provide support for product categories that Best Buy does not sell and/or service (e.g., spa and pool automation systems, medical devices, power tools, lawn and garden), however, at our discretion, we may attempt to provide reasonable assistance to you.
- For product categories that Best Buy sells and/or service, we will do our best to provide technical support whenever possible. However, we reserve the right to determine that 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 may offer you the option to schedule a Geek Squad Agent or a Best Buy-authorized third-party service provider to perform in-home work at the Member Address for an additional charge, including a trip charge if applicable. Additionally, in some cases, the support we can provide may be limited due to the infrequency of support requests or due to other practical reasons including but not limited to when the manufacturer or another service provider (e.g., professionally monitored home security monitoring systems) must be contacted.
- The services and support provided by this Membership are subject to any applicable descriptions for each service provided on [BestBuy.com](https://www.bestbuy.com) or other written scope document applicable to a particular service, which we will make available to you upon your request.
- In some limited situations, a particular service may not be available in your area.
- Any required permits to complete a job will have an additional charge.
- We reserve the right to charge additional fees at our discretion for in-home work that requires more than 90 minutes to complete.
- We reserve the right to charge a \$49.99 fee if you schedule in-home work and fail to provide access to the Member Address, cancel an appointment within two hours of the scheduled appointment, or miss an appointment.
- SERVICES MAY BE PERFORMED, AT OUR DISCRETION, BY EITHER OUR OWN EMPLOYEES OR ONE OF OUR AUTHORIZED, INDEPENDENT THIRD PARTY CONTRACTORS. WE REQUIRE OUR THIRD PARTY CONTRACTORS TO CONDUCT A BACKGROUND CHECK ON ANY PERSON THEY HIRE WHO WOULD ENTER YOUR HOME.

7. How to get our help.

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

Additional terms and conditions apply to use the Best Buy App, [BestBuy.com](https://www.bestbuy.com) and the in-store, in-home and remote services we provide. In-home services will be performed during Best Buy's normal business hours at the Member Address identified on your Membership profile only. Services 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.

8. My Best Buy™.

As a condition to Membership in My Best Buy Total, the Member must establish and/or maintain a free My Best Buy account for the entire duration of Membership and provide information to confirm the Member Address. Best Buy may rely upon the information provided on your My Best Buy and Membership profile as the Member Address.

There is no cost to have a My Best Buy account but there are various benefits. Learn more about these benefits by visiting BestBuy.com/MyBestBuy. A My Best Buy account is subject to the terms at BestBuy.com/MyBestBuyTerms. The Member authorizes us to link his or her pre-existing My Best Buy account to the Membership or, if the Member does not already have a pre-existing My Best Buy account, to automatically enroll the Member in the My Best Buy program and link this newly established My Best Buy account to the Membership. If we automatically enroll the Member in the My Best Buy program, we will send the Member an email confirming enrollment into My Best Buy. This email will contain a link to the BestBuy.com Terms and Conditions and the My Best Buy Terms, which the Member will be deemed to have read and consented to if the Member does not subsequently cancel this enrollment via the My Best Buy cancellation procedures within 30 days of receipt of such email. If the Member elects not to consent to the My Best Buy Terms by cancelling within 30 days of receipt of such email, or if the My Best Buy account linked to the Membership is closed at any time for any reason, we may, at our option, cancel your Membership.

9. Bundled discounts.

If the Member purchases My Best Buy Total and receives a discount off the regular price because of a bundling offer and later returns an item or cancels a plan, service, or subscription that was part of the bundle, the Member will be charged the difference between (i) the discounted price of Total, or any other items that the Member keeps and that formed part of the bundle, and (ii) the then-current full retail price of such items.

10. Your responsibility to back-up data.

Before we service your device or any other equipment, if applicable, it is your responsibility to (1) back-up the data, software, information, or other files stored on your hard disk drives or any other data storage device; and (2) remove and/or disconnect all USB flash drives, optical discs, external hard drives, and other removable data storage devices and media from your device or other equipment that you provide to us. At your request, we will back-up the data on your device. Except as otherwise specified in the terms and conditions for an applicable Geek Squad service order, we are not responsible for damage to or loss of any software or data that was residing or recorded on your devices and/or equipment.

11. Your other responsibilities.

To receive the Membership Benefits, you agree to comply with each of the terms and conditions listed below and as otherwise stated in these Terms:

- a. To receive web-based remote technical support, you will need to provide a high-speed internet connection.
- b. You will provide information about the symptoms and causes of the issues you are experiencing.
- c. You will respond to our requests for information such as the product serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the product, any error messages displayed, the actions taken before the product experienced the issue, and the steps taken to resolve the issue.
- d. Services we perform concerning your products or in your home are subject to other terms and conditions, which we will make available to you via our website or upon your request. 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. For any in-home services, you will provide access to the Member Address (and any devices, appliances, products, or equipment requiring technical support or service) during Best Buy's 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. You must maintain an active payment method on file at all times during Membership, as it is an automatically renewing plan. Failure to maintain an active payment method on file may result in cancellation of your Membership and loss of Member benefits, including any existing Protection Plan(s).
- i. If any building or zoning permits are necessary for any services, you are responsible for paying for and/or obtaining these permits and the cost associated with these permits.
- j. You will use the Membership Benefits solely for personal, non-business use only and, therefore, you will not resell or otherwise use, or authorize others to use, any Membership Benefits as part of any sale or service that you provide to your customers or for any other commercial use. Notwithstanding the foregoing, legacy contract customers of Total Tech Support, who were using their plan in support of a small business, of 3 seats or less, and who were automatically upgraded to Total (formally known as Best Buy Totaltech™), may continue to use Membership Benefits for their small business, of 3 seats or less, for the duration of their upgraded Membership.

12. Eligibility for Membership Benefits.

At our discretion, we may ask questions and take steps to verify that the person using the Membership Benefits is the Member or is a family member residing at the same Member Address as the Member and/or is in lawful possession of the product(s) for which that person is seeking assistance. **Further, to receive the Membership Benefits, the person seeking entitlement will need to log into BestBuy.com under the Member's profile or, for in-store, over the phone or remote chat interactions, will need to proactively self-identify as a Member and provide sufficient information to us such that we can process any resulting transaction as a Member benefit.** Membership cannot be transferred. You agree only persons who have reached the age of majority may enter into a Membership and accept these Terms and the terms of any Protection Plan issued on eligible products during your Membership.

Membership Benefits will be valid at Best Buy-branded retail store locations within the fifty states of the United States and the District of Columbia, BestBuy.com, the Best Buy mobile app, and other select Best Buy properties. Please note that Membership Benefits are not available at stand-alone Pacific Sales® Kitchen and Bath Centers, LLC stores or at Pacific Sales locations within Best Buy-branded retail store locations.

13. AUTOMATIC RENEWAL.

THE MY BEST BUY TOTAL MEMBERSHIP BEGINS ON THE DATE IT IS INITIALLY PURCHASED AND WILL CONTINUE INDEFINITELY ON EITHER A YEAR-TO-YEAR BASIS IF YOU PURCHASED A YEARLY MEMBERSHIP OR A MONTH-TO-MONTH BASIS IF YOU PURCHASED A MONTHLY MEMBERSHIP UNTIL IT IS CANCELLED. YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED PAYMENT CARD AT THE BEGINNING OF EACH BILLING PERIOD FOR THE THEN-CURRENT PRICE PLUS TAX FOR THE MEMBERSHIP, SUBJECT TO US GIVING NOTICE TO YOU OF ANY PRICE CHANGES AS PER SECTION 14(G) BELOW. YOU MAY CANCEL YOUR MEMBERSHIP AT ANY TIME SUBJECT TO THE TERMS OF SECTION 14 BELOW.

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

- a. **How to cancel My Best Buy Total.** You may cancel Total at any time by calling 1-888-BEST-BUY (1-888-237-8289), visiting a Best Buy store location, or from your online profile by visiting <https://www.bestbuy.com/services/planlist>. If the purchase of Total was made at a Magnolia Design Center (also known as Premium Design Centers) location within a Best Buy store, you may need to go to a Magnolia Design Center location to obtain any refund owed in the form of a debit to the original payment card.
- b. **Impact of Membership Cancellation on Best Buy Protection and AppleCare+ Plans.** Any cancellation of Total will result in the automatic, immediate cancellation of any Best Buy Protection or AppleCare+ plans

that were provided under your Membership. However, at our discretion, you may be given the option to assume payment and continue a Best Buy Protection Plan or AppleCare+ plan, as applicable.

- c. **Cancellation within the Purchase Grace Period.** For a yearly membership, the “**Purchase Grace Period**” is 60 days from the date of purchase of the initial annual term or any annual renewal term. For a monthly membership, the Purchase Grace Period is 20 days from the date of purchase of the initial monthly term or 3 days from the date of purchase for any monthly renewal term. The Member may cancel the Membership and receive a full refund for the then-current term if the cancellation is within the applicable Purchase Grace Period. We may deduct from any refund the value of Membership Benefits (e.g., product discounts, services, etc.) and/or the price you paid for any limited supply item(s) purchased during priority access or Members-only events. However, you will be entitled to a full refund of the portion of the Membership fee that was allocated to the Trust for the then-current term to pay for Protection Plans, except that a deduction can be made from such amount for any Best Buy Protection Plan repairs or replacement costs incurred during the then-current term.
- d. **Cancellation after the Purchase Grace Period.** If the Member cancels the Membership after the Purchase Grace Period, the Member will be given a pro-rated refund based on the number of days remaining in the billing period beyond the cancellation date. We may deduct from any refund the value of Membership Benefits (e.g., product discounts, services, etc.) and/or the price you paid for any limited supply item(s) purchased during priority access or Members-only events. However, you will be entitled to a pro-rated refund of the portion of the Membership fee that was allocated to the Trust for the then-current term to pay for protection plans, except that a deduction can be made from such amount for any Best Buy Protection Plan repairs or replacement costs incurred during the then-current term.
- e. **Cancellation or Suspension of the Membership by Us.** Your Membership may be cancelled by us due to the failure to maintain a My Best Buy account as provided in Section 8, your failure to comply with or fulfill any other material obligation under these Terms as determined by us (e.g., business use, failure to maintain an active payment method on file, your fraud or material misrepresentation, or unsafe or offensive work environment/conditions), or your nonpayment of the membership fee or other amounts owed to us under the Membership (“**Non-Payment Event**”). If a Non-Payment Event occurs, we will provide the Member written notice (e.g., via the email address in your Membership profile) of the Non-Payment Event. If you do not cure the Non-Payment Event, your Membership will be cancelled retroactively to midnight on the last day of the preceding billing period. At our sole option, we may provide additional opportunities to cure the Non-Payment Event pursuant to the notice(s) we send to you regarding the Non-Payment Event. 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.
- f. **Renewals.** AS EXPLAINED IN SECTION 13 ABOVE, YOUR MEMBERSHIP WILL CONTINUE INDEFINITELY ON EITHER A YEAR-TO-YEAR BASIS IF YOU PURCHASED A YEARLY MEMBERSHIP OR A MONTH-TO-MONTH BASIS IF YOU PURCHASED A MONTHLY MEMBERSHIP UNTIL CANCELLED OR NOT RENEWED BY YOU OR US IN ACCORDANCE WITH THESE TERMS. At our discretion, we may discontinue the renewal of your Membership on at least 30 days’ prior written notice or offer you a new contract. Subject to our responsibility to inform you in advance of a change in price provided in Section 14(g) below, your designated payment card will be charged the amount of the then-current price of My Best Buy Total if you do not cancel your Membership prior to the applicable renewal date.
- g. **Change of terms or plan price.** We may change the price of the Membership at any time upon 30 days’ notice to you. We may in our discretion change these Terms, My Best Buy account terms, or any aspect of the Membership, without notice to you. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THE PRICE FOR

THE MEMBERSHIP OR THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

- h. **Changing your Membership tier.** Details on how to change your My Best Buy Memberships™ tier can be found on our Frequently-Asked-Questions page at [BestBuy.com/MembershipsFAQs](https://www.bestbuy.com/MembershipsFAQs).
- i. **Notice.** We will notify you regarding your Membership (e.g., cancellations, changes in price, etc.) to the e-mail address you provided to us. It is your responsibility to contact us at 1-888-BEST-BUY (1-888-237-8289) to update your e-mail address if necessary. We may also send you any notices to the postal address we have on file for you.

15. Limitations of service.

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

16. Disclaimer of warranties.

THE MEMBERSHIP BENEFITS ARE 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 MEMBERSHIP BENEFITS WILL MEET YOUR REQUIREMENTS, OR THAT THE MEMBERSHIP BENEFITS 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 MEMBERSHIP BENEFITS OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE MEMBERSHIP BENEFITS. YOUR USE OF THE MEMBERSHIP BENEFITS AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MEMBERSHIP BENEFITS 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 MEMBERSHIP BENEFITS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

17. Limitation of liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THESE TERMS; AND (B) OUR TOTAL LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE MEMBERSHIP INCLUDING TAXES. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

18. Dispute Resolution (Including Arbitration Agreement; Class Action Waiver; Jury Trial Waiver).

PLEASE READ THIS DISPUTE RESOLUTION SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR THE RESOLUTION OF MOST DISPUTES (AS SET FORTH BELOW) THROUGH INDIVIDUAL ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. ARBITRATION IS LESS FORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND DISCOVERY IS MORE LIMITED. ARBITRATION

AWARDS ARE FINAL AND BINDING AND SUBJECT TO ONLY LIMITED REVIEW BY A COURT. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION IN ARBITRATION OR IN LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Arbitration Agreement

- **Binding Arbitration.** “Dispute” shall be interpreted broadly and cover any claim or controversy arising out of or relating in any way whatsoever to your relationship or interaction with Best Buy, its agents, and its present and future subsidiaries, affiliates, and designees—including, but not limited to, GreatCall, Lively, Geek Squad, Magnolia, and Pacific Sales—whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Examples of relationships or interactions giving rise to a covered claim include, without limitation: (1) your use of Best Buy’s websites; (2) your membership in any Best Buy loyalty or rewards program (e.g., My Best Buy®) or subscription-based services (e.g., My Best Buy Total™); (3) your receipt of delivery, repair or installation services or consultation services provided by Best Buy or its agents; (4) any communications between you and Best Buy; (5) application for financing; and/or (6) your purchase of products or services offered, sold, or distributed by Best Buy including, but not limited to, any Dispute arising from the advertising of, or the sales practices related to, such products and services. If you are a My Best Buy® member, Dispute shall also include all disputes that arose before your enrollment in, and after the cancellation or termination of, the My Best Buy® program, including any claims that are the subject of purported class action litigation. Notwithstanding the foregoing, any Dispute falling within the jurisdictional limits of small claims court must be heard in that court, so long as it isn’t removed or appealed to a court of general jurisdiction. Whether a Dispute falls within the jurisdictional limits of small claims court is for a small claims court to decide in the first instance. Dispute shall include, but not be limited to: (1) any dispute or claim that arose before the existence of these or any prior Terms (including, but not limited to, claims relating to advertising); (2) any dispute or claim that is the subject of purported class action litigation in which you are not a member of a certified class; and (3) any dispute or claim that may arise after termination of these Terms. Dispute, however, does not include disputes or claims seeking to enjoin the misuse of intellectual property rights, which may be brought in a court of competent jurisdiction. The arbitrator shall decide all issues **except** the following (which are for a court of competent jurisdiction to decide): (1) issues that are reserved for a court in these Terms; (2) issues that relate to the scope, validity, or enforceability of the arbitration agreement, class action waiver, jury trial waiver, or any of the provisions of this Dispute Resolution section; and (3) issues that relate to the arbitrability of any Dispute. These Terms and this arbitration agreement do not prevent you from bringing a Dispute to the attention of any government agency. You and Best Buy agree that these Terms evidence a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law (not state arbitration law).
- **Mandatory Informal Dispute Resolution Process.** You and Best Buy agree to work together in an effort to informally resolve any Dispute that might arise between us. Before you or Best Buy may initiate an arbitration proceeding, you and Best Buy agree to engage in a good faith effort to resolve the Dispute informally for 60 days, unless that time is extended by agreement. The party initiating the Dispute must send the other a written notice of the Dispute (“Notice”) that includes all of the following information: (1) the party’s name and contact information (address, telephone number, and email address); (2) information sufficient to identify any account and transaction at issue; and (3) a detailed description of the nature and basis of the Dispute (including approximate date, time and location, if applicable) and the relief sought, including a good faith calculation for it. The Notice must be personally signed by the party initiating the

Dispute (and their counsel, if represented). If you have the Dispute with Best Buy, you must send this Notice to Best Buy at CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603 or by email to Arbitration@BestBuy.com. If Best Buy has the Dispute with you, Best Buy will send the Notice to you at the most recent contact information we have on file. The party receiving the Notice may request a telephone settlement conference to aid in the resolution of the Dispute. If such a conference is requested, you and a Best Buy representative will personally attend (counsel may attend as well). The conference will be scheduled for a mutually agreeable time, which may be outside of the 60-day period. Completion of this Mandatory Informal Dispute Resolution Process is a condition precedent to initiating a claim in arbitration. If the sufficiency of a Notice or compliance with this process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations or the assessment or collection of arbitration fees. Nothing in this paragraph limits the right of a party to seek relief for non-compliance with this process in arbitration. All applicable limitations periods (including statutes of limitation) will be tolled from the date of the receipt of a completed Notice through the conclusion of this Mandatory Informal Dispute Resolution Process. You or Best Buy may commence arbitration if the Dispute is not resolved through this process.

- **Arbitration Procedures.** The arbitration of any Dispute shall be administered by and conducted in accordance with the rules of the American Arbitration Association ("AAA") including the AAA's Consumer Arbitration Rules and Supplementary Rules for Mass Arbitration (as applicable) ("AAA Rules"), as modified by this arbitration agreement. The AAA Rules are available at www.adr.org. You and we understand that the AAA's prior administrative determination that this arbitration agreement comports with the Consumer Due Process Protocol is final and that neither a court nor an arbitrator may revisit it. If the AAA is unable or unwilling to administer the arbitration consistent with this arbitration agreement, the parties shall arbitrate before JAMS in accordance with their Streamlined Arbitration Rules & Procedures, and any applicable JAMS mass arbitration procedures and guidelines, as modified by this arbitration agreement. If JAMS is unable or unwilling to administer the arbitration consistent with this arbitration agreement and the parties cannot agree on an alternative provider that will do so, the parties shall petition a court of competent jurisdiction to appoint an arbitration provider that will do so. An arbitration demand must be accompanied by a certification of compliance with the Mandatory Informal Dispute Resolution Process and be personally signed by the party initiating the arbitration (and counsel, if represented). By submitting an arbitration demand, the party (and counsel, if represented) represents that, as in federal court, they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. Any Dispute seeking \$12,500 or more or injunctive relief shall have an in-person or video hearing if the respondent requests one. You and Best Buy reserve the right to request a hearing from the arbitrator in any matter where a hearing is not required. You and a Best Buy representative will personally appear at any hearing (with counsel, if represented). Any in-person hearing will be held in the county or parish in which you reside or at another mutually agreed location. An arbitrator may award, on an individual basis, any relief that would be available in court, including injunctive or declaratory 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. To the fullest extent permitted by applicable law, you and Best Buy agree that each may bring claims against the other only in your or Best Buy's individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless you and Best Buy agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding. An arbitrator must follow and enforce these Terms

as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated. The arbitrator shall issue a reasoned, written decision sufficient to explain the essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been fully satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding involving Best Buy in which you are not the sole named party.

- **Costs of Arbitration.** Payment of all arbitration fees will be governed by the AAA Rules (unless JAMS or another provider administers the arbitration as set forth above, in which case their respective rules shall govern). You and Best Buy agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. Therefore, you or Best Buy may elect to engage with the AAA (or the applicable provider) regarding arbitration fees, and you and Best Buy agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.

The Parties shall be responsible for their own attorneys' fees and costs in arbitration, unless they are authorized by law or the arbitrator determines that a claim or proceeding was frivolous or brought for an improper purpose or in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

- **Additional Procedures for Mass Arbitration.** You and Best Buy agree that these Additional Procedures for Mass Arbitration (in addition to the other provisions of this arbitration agreement) shall apply if you choose to participate in a Mass Arbitration. If 25 or more similar Disputes (including yours) are asserted against Best Buy by the same or coordinated counsel ("Mass Arbitration"), you understand and agree that the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and the AAA's resources.

If your claim is part of a Mass Arbitration, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to the AAA until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.

STAGE ONE: If at least 100 Disputes are submitted as part of the Mass Arbitration, counsel for the claimants and counsel for Best Buy shall each select 50 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage One). Each of the 100 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a retired federal or state court judge jointly selected by counsel in an

effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One), and Best Buy shall pay the mediator's fee.

STAGE TWO: If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for Best Buy shall each select 100 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be increased or decreased by agreement of counsel for the parties (and if there are fewer than 200 Disputes, all shall proceed individually in Stage Two). No more than five cases may be assigned to a single arbitrator to proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration nor shall any arbitration fees be assessed or collected in connection with those claims. After this second set of staged proceedings, the parties shall engage in a global mediation session of all remaining Disputes with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and Best Buy shall pay the mediator's fee.

Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Arbitration, including the power to enjoin the filing or prosecution of arbitrations and the assessment or collection of arbitration fees.

The Additional Procedures for Mass Arbitration provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Mass Arbitration apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms.

- **Future Changes to Arbitration Agreement.** If we make any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to the following address within 30 days of the change:

Best Buy
CT Corporation System, Inc.
1010 Dale Street North
St. Paul, MN 55117-5603

Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and Best Buy in accordance with this version of the arbitration agreement.

Class Action Waiver and Jury Trial Waiver

- **You and Best Buy each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, collective, consolidated, private attorney general, or representative action. You and we agree to waive any right to bring or to participate in such an action in arbitration or in court to the fullest extent allowable by applicable law. Notwithstanding the foregoing, the parties retain the right to participate in a class-wide settlement.**
- To the fullest extent permitted by applicable law, you and we waive the right to a jury trial.

19. Applicable Law.

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES BETWEEN YOU AND BEST BUY. UNLESS YOU AND BEST BUY AGREE OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE STATE AND FEDERAL COURTS THAT ENCOMPASS HENNEPIN COUNTY, MINNESOTA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTES (EXCEPT FOR CLAIMS BROUGHT IN SMALL CLAIMS COURT) THAT ARE NOT SUBJECT TO ARBITRATION, THAT ARE OPTED OUT OF ARBITRATION PURSUANT TO THESE TERMS, OR OVER ANY ACTION THAT SEEKS TO ENFORCE OR CHALLENGE THE ENFORCEABILITY OF THE ARBITRATION AGREEMENT OR ANY PROVISION OF THE ARBITRATION AGREEMENT OR THESE TERMS. YOU AND BEST BUY CONSENT TO THE EXCLUSIVE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTIONS AS TO PERSONAL JURISDICTION OR AS TO THE LAYING OF VENUE IN SUCH COURTS BECAUSE OF (1) INCONVENIENT FORUM OR (2) ANY OTHER BASIS OR RIGHT TO SEEK TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION TO ANOTHER COURT.

20. Electronic delivery.

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

21. Communication.

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

22. Entire agreement.

These Terms together with your purchase receipt and the applicable terms related to using [BestBuy.com](https://www.bestbuy.com), My Best Buy terms, and any services, special pricing, promotional offers or other benefits, including Product Protection Benefits, provided to you in connection with the Membership, or for use of the Membership, constitute the entire agreement between you and us with respect to the services and benefits to be provided to you under My Best Buy Total™ 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 Total – either orally or in writing. **In relation to the Product Protection Benefits mentioned Sections 3(b) and 4, the terms and conditions of Best Buy Protection and AppleCare+ can be found at [BestBuy.com/PlanTerms](https://www.bestbuy.com/PlanTerms) and such terms applicable at the time of purchase**

of an eligible product shall be the sole governing terms for the Protection Plans and shall control and govern the Protection Plan coverage for such eligible product.