



My Best Buy Total™ Terms of Service

If you became a Best Buy Totaltech™ member prior to June 27, 2023:

Notwithstanding any updates to your terms and conditions after June 27, 2023, you will continue to have access to all of the benefits included in the Membership prior to June 27, 2023 until your Membership renewal that occurs on or after July 27, 2023. After your renewal, you will have access only to those benefits provided under these updated 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 21. 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 12.

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 17 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 11 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**")). 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. 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", as indicated in our Returns and Exchanges Policy. 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. 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. **Gifting 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. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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, 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.

12. 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 13(G) BELOW. YOU MAY CANCEL YOUR MEMBERSHIP AT ANY TIME SUBJECT TO THE TERMS OF SECTION 13 BELOW.

13. 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 7, 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 12 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 13(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.

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 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.

15. 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.

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

17. Dispute Resolution by Binding Individual Arbitration.

ANY DISPUTE INVOLVING YOU AND BEST BUY OR ANY OF ITS AGENTS MUST BE RESOLVED THROUGH INDIVIDUAL ARBITRATION, EXCEPT AS FOLLOWS:

- ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND
- ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

“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 a purported class action litigation.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, LESS DISCOVERY, AND LIMITED APPELLATE REVIEW. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD.

Before either Party 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. If you intend to initiate an arbitration proceeding, you must first send a fully completed notice of your Dispute (the “Notice”) to Best Buy. The Notice must include your name and contact information (address, telephone number, and email address) and information sufficient to enable Best Buy to identify any transaction at issue. The Notice must also include a detailed description of (1) your Dispute; (2) the

specific facts supporting your claim(s); (3) the nature and basis of the damages you claim to have suffered; and (4) a calculation and explanation of the relief sought. Your Notice shall be personally signed by you and sent to Best Buy at CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603 or by email at Arbitration@BestBuy.com. If Best Buy intends to initiate an arbitration proceeding, it will send a Notice to you at the contact information we have on file. If requested by Best Buy as part of this mandatory informal dispute resolution process, you agree to personally participate (along with your counsel, if you are represented) in a telephone conference to discuss the potential resolution of the Dispute between you and Best Buy. If the Dispute is not resolved within 60 days after receipt of the Notice (or the longer period agreed to by the Parties), you or Best Buy may proceed with individual arbitration (this informal process is a condition precedent to doing so.). If the sufficiency of a Notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either Party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

If the Parties are not able to resolve the Dispute through the mandatory informal dispute resolution process referenced above, either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the nature and basis for the claim and includes all of the information required in the Notice. The Party initiating arbitration must include as part of the demand a personally signed certification of compliance with the informal dispute resolution process. You may serve a copy of a demand on our registered agent CT Corporation System, Inc., 1010 Dale Street North, St. Paul, MN 55117-5603. The arbitration will be governed by the AAA's applicable Consumer Arbitration Rules or Commercial Arbitration Rules (collectively, the "AAA Rules"), as appropriate, and as modified by these Terms, and will be administered by the AAA. The AAA Rules and the form for filing an arbitration claim are available at www.adr.org. If the AAA is unavailable or unwilling to administer the arbitration consistent with this Dispute Resolution section, another arbitration provider shall be selected by the Parties that will administer the arbitration consistent with it. If the Parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this Dispute Resolution section.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's Rules; however, Best Buy will consider reimbursing the consumer portion of the AAA fees upon a showing of financial hardship.

The Parties shall be responsible for their own attorney's 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)). The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after entry of the award.

You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon

location. Best Buy reserves the right to request a hearing from the arbitrator. You agree to personally appear at any in person hearing (along with your counsel if you are represented).

YOU AND BEST BUY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not award relief for or against anyone who is not a party to the arbitration proceeding. Further, unless both you and Best Buy agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court determines that a claim for public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the Parties agree that any claim for public injunctive relief shall be stayed pending arbitration of the remaining claims. If this specific paragraph is found to be unenforceable, then the entirety of this dispute resolution provision (except for the jury trial waiver) shall be null and void.

This paragraph sets forth additional procedures that apply to mass arbitrations. If twenty-five (25) or more similar claims are asserted against Best Buy by the same or coordinated counsel or are otherwise coordinated, you understand and agree that these additional procedures apply and that the resolution of your Dispute might be delayed. Counsel for the claimants and counsel for Best Buy shall each select fifteen cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this bellwether process. If the Parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings after conferring in good faith, each side shall select another fifteen (15) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the Parties agree otherwise. Identical sets of arbitrators shall not be assigned to sets of bellwether proceedings. This staged process shall continue with thirty (30) cases in each set of bellwether proceedings, consistent with the parameters identified above, including that the remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed, until all the claims included in these coordinated filings, including your case, are adjudicated, settled, or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to these additional procedures that apply to mass arbitrations from the time of the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. You and Best Buy agree to engage in this process in good faith. A court shall have the authority to enforce this

paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Best Buy.

If for any reason a claim may proceed in court rather than in arbitration, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL, UNLESS SUCH WAIVER IS UNENFORCEABLE. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY.

This dispute resolution provision shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, any membership programs or subscription services and your relationship with Best Buy. Any amendments to this dispute resolution provision shall not affect any then-active or pending arbitration proceeding.

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.

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.

20. 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.

21. 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.**

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