

## **IN-HOME AND VIRTUAL CONSULTATION TERMS AND CONDITIONS**

Last Updated 11/8/21

### **AUTHORIZATION**

Someone who is at least 18 years of age (19 years of age in AL and NE; 21 years of age in Puerto Rico) must be present at all times for in home consultations and must authorize, review, and approve the Service or proposals provided as part of the Service.

### **PRIVACY POLICY**

All information we gather during the in-home and virtual consultation services will be subject to our privacy policy, which is located at [www.bestbuy.com/privacy](http://www.bestbuy.com/privacy).

### **COORDINATION WITH THIRD PARTIES**

Upon your request, we may contact third parties (including contractors or internet service providers) on your behalf to assist you with the scheduling and coordination of appointments, service calls, installations, or delivery related to your purchase of our merchandise or services, and you hereby authorize us to share your information to the extent needed with such third parties for these purposes. You will remain exclusively responsible for your relationship with such third parties, including for hiring and paying for their work, and we will not be responsible for any non-performance or damages caused by such third parties.

### **ADDITIONAL PURCHASES**

In the event you purchase Best Buy merchandise or services, whether or not set forth in any proposal provided as part of the In-Home Consulting Services, additional terms and conditions and charges may apply.

### **COMMUNICATIONS**

We may call, text, or email you to schedule, discuss proposals, update orders, follow up for feedback and 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. "IHA Communications" means variable recurring calls, text messages and emails that you may receive as a result of signing up for the Service. References to "Opting In," and "Opt In" means requesting, joining, agreeing to, enrolling in, signing up for, or otherwise consenting to receive one or more calls, text messages or emails, such as by signing up for the Service. By opting in to IHA Communications, you confirm that you are the subscriber to the provided phone number or that you are the customary user of that number on a family or business plan and that you are authorized to Opt In.

### **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., Total Tech Support); (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.

Either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the basis for the claim. You may serve a copy of a demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be governed by the AAA’s Consumer Arbitration Rules or Commercial Arbitration Rules (collectively, the “AAA Rules”), as appropriate, and as modified by these Terms, and will be administered by the AAA. The AAA Rules and the form for filing an arbitration claim are available at [www.adr.org](http://www.adr.org). Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules; however, we will reimburse those fees (but not any attorney’s fees) for claims totaling less than \$10,000 except where (1) the claims fall within the jurisdictional scope and amount of an appropriate small claims court and, despite the requirement in this provision that such claims be brought in small claims court, you instead filed with AAA; or (2) the arbitrator determines your claims are frivolous. If the arbitrator finds that either the substance of your claim or the relief sought in your demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Best Buy for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

YOU AND BEST BUY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO

ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not award relief for or against anyone who is not a party to the arbitration proceeding. Further, unless both you and Best Buy agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court determines that public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the parties agree that any claim for public injunctive relief shall be stayed pending arbitration of the remaining claims. If this specific paragraph is found to be unenforceable, then the entirety of this dispute resolution provision (except for the jury trial waiver) shall be null and void.

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. Any amendments to this dispute resolution provision shall not affect any then active or pending arbitration proceeding.

#### **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 AGAINST BEST BUY.