

IN-HOME AND VIRTUAL CONSULTATION TERMS AND CONDITIONS

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 THE DISPUTE RESOLUTION SECTION BELOW.

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 any services or proposals.

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 [BestBuy.com/Privacy](https://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 (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.

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.