

Subscription Billing Terms of Service

1. Our Subscription Billing Service. These terms (“**Terms**”) govern Best Buy’s account management and billing administration of your recurring billing subscriptions purchased from and managed by Best Buy, as further described in these Terms (the “**Service**”). The words “we,” “us,” “our” and “Best Buy” refer to Best Buy Stores, L.P. and/or its affiliates and its or their employees or third-party service providers, as the case may be. “You” or “your” refers to the person that is financially responsible for the subscription. For clarification, these Terms do not apply to recurring billing subscriptions you may have initially purchased from Best Buy, but which are managed and billed directly by a Provider.

Through purchases made from Best Buy, you may initiate a billing arrangement with us for one or more subscriptions provided by third parties such as licensors or service providers pertaining to software, music or video streaming, connected home products or other services (each, a “**Provider**”).

Best Buy will collect and remit payment to the applicable Provider for the subscription. Your access to and use of any such subscription is also subject to one or more End User License Agreement(s) (“**EULA**”) between you and the Provider. YOU EXPRESSLY UNDERSTAND AND AGREE THAT BEST BUY HAS NOT DEVELOPED, DOES NOT LICENSE, AND IS IN NO WAY RESPONSIBLE FOR THE USE OR OPERATION OF THE SUBSCRIPTION.

YOUR SUBSCRIPTION(S) WILL AUTOMATICALLY RENEW AND YOU WILL BE CHARGED ON EACH RENEWAL DATE UNLESS CANCELLED. FOR MORE INFORMATION ON THIS, SEE SECTION 3.

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 9 REGARDING DISPUTE RESOLUTION BELOW.

2. Transferability. These Terms are in addition to (and not in place of) the EULA between you and each Provider. Best Buy may discontinue or change the Service, or the availability thereof to you, at any time. These Terms are personal to you, which means that you may not assign your rights or obligations under these Terms to anyone. No third party is a beneficiary of these Terms.

3. When the subscription begins and ends; types of subscriptions. While we may collect from you the payment for each initial subscription period at the original time of sale, your subscription period begins either on the date of purchase or upon activation of the subscription as indicated on your payment receipt and/or email confirmation of your purchase. Your subscription ends as explained below depending on what type of subscription was purchased. Your payment receipt or the e-mail we send to you confirming the purchase will provide other details regarding your subscription including, for example, how to activate or start using your subscription.

- a. **Auto-renewing Subscriptions.** After the initial subscription period that you may have paid for at the original time of sale, if you’ve selected a monthly or yearly subscription, (i) the subscription will continue indefinitely on a monthly or yearly basis, as applicable, until it is cancelled; and (ii) you authorize us to charge

your debit or credit card at the beginning of each monthly or yearly billing period, as applicable, for the then-current price for the subscription, plus tax. For clarity, the initial subscription period could be for a different duration than the monthly or yearly subscription periods that follow.

- b. **Free or Discounted Trial Periods.** You may have started a subscription via a free or discounted trial, which you consented to at the time of purchase. If this is the case, at the end of the trial period that is specified on your receipt and/or confirmation email, your designated debit or credit card will be charged the then-current price and your subscription will become an automatically renewing monthly or yearly subscription (subject to the terms of Section 3(a) above) unless you cancel prior to the end of the trial period.
- c. **Subscriptions with Member Discounts.** You may have started or continued a subscription and be entitled to a discount as a result of a membership or plan sold or otherwise made available to you from Best Buy. If you cancel your membership or plan, as part of the Service, your subscription will not be terminated. Rather, as also explained in Section 5, we will continue to bill you for the applicable subscription until you cancel but the price for the subscription will automatically be changed to the non-discounted, then-current price.

4. Cancellation; renewal; and change of terms or subscription price.

- a. **How to cancel.** You may cancel the Service in respect of a subscription at any time by calling 1-888-BEST BUY (1-888-237-8289) or chatting with an agent on BestBuy.com. We may also provide a self-service, online method of cancelling. You may also opt out of auto-renewals by managing your subscriptions via your BestBuy.com account, which will cancel your subscription effective at the end of the current renewal period. If you cancel the Service for a subscription, your underlying subscription could also terminate unless you make other payment arrangements directly with the Provider.
- b. **Cancellation within the return and exchange period.** You may cancel the Service for a subscription and receive a refund in the amount paid for the subscription if the cancellation is (i) within 30 days of purchase for yearly subscriptions, and (ii) within 14 days of purchase for monthly subscriptions, unless you are entitled to a longer return period under some other Best Buy program, offer, or policy. You can also get a refund for the amount charged on the renewal of a yearly subscription if you cancel it within 30 days of the renewal date. The cancellation must be immediate and not an opt-out cancellation that is effective at the end of a renewal period.
- c. **Cancellation after the return and exchange period.** If you cancel an auto-renewing subscription at any time after the return and exchange period described in Section 4(b), (i) for yearly subscriptions, you will be given a pro-rated refund based on the number of days remaining in the year beyond the cancellation date, and (ii) for monthly subscriptions, your cancellation will be effective at the end of the monthly period paid for.
- d. **Cancellation or Suspension of Service by Us.** Any subscription you purchased may be cancelled by us due to your failure to comply with or fulfill any material obligation under these Terms, your fraud or material misrepresentation, or your nonpayment of the annual fee or monthly fee or other amounts owed to us under the subscription ("**Non-Payment Event**"). If a Non-Payment Event occurs, we will provide you written notice (e.g., email) of the Non-Payment Event. If you do not cure the Non-Payment Event, then (i) if you purchased a yearly auto-renewing subscription, it will be cancelled retroactively to midnight on the last day of the preceding annual period, or (ii) if you purchased a monthly auto-renewing subscription, it will be cancelled retroactively to midnight on the last day of the monthly period for which you made the last monthly payment. 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. If we cancel a yearly auto-renewing subscription, you will receive a prorated refund of the price paid for such subscription based on the percentage of its then unexpired term. 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.

- e. **Renewals.** AS EXPLAINED IN SECTION 3 ABOVE, WE WILL CONTINUE TO CHARGE YOU FOR EACH SUBSCRIPTION ON A MONTH-TO-MONTH OR YEAR-TO-YEAR BASIS, AS APPLICABLE, UNTIL CANCELLED OR NOT RENEWED BY YOU OR US IN ACCORDANCE WITH THESE TERMS. At our discretion, we may discontinue the renewal of any auto-renewing subscription on at least 30 days' prior written notice. For yearly auto-renewing subscriptions, we will remind you in advance of the renewal of your subscription by sending a message to the email address that you have provided to us. Subject to our responsibility to inform you in advance of a change in price, your designated payment card will be charged the amount of the then-current price of the subscription if you do not cancel an auto-renewing subscription prior to the applicable renewal date. Billing occurs on the same day of each month for monthly subscriptions, and on the same month and day of each year for yearly subscriptions. Any Non-Payment Event or subsequent cure will not change your scheduled billing dates.
- f. **Change of terms or subscription price.** From time to time, we may make changes to these terms without notice to you. However, for any price increases, we will provide notice to you first. If you do not consent to the price increase, you may either opt out of auto-renewals or cancel the subscription before such change take effect. YOUR CONTINUED SUBSCRIPTION AFTER WE CHANGE THE PRICE OF SUCH SUBSCRIPTION OR THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR SUBSCRIPTION.
- g. **Communications.** We will send communications about your subscriptions (e.g., cancellations, changes in price, etc.) to the email address you provided to us. It is your responsibility to keep your email address on file up to date. You can update your email address through your BestBuy.com account or by contacting us at 1-888-BEST BUY (1-888-237-8289).

5. Bundled Subscriptions and Membership Discounts. If you buy a subscription and receive a discount off the regular price as a result of your membership status with Best Buy, and later discontinue the applicable membership, you will lose the benefit of the discount received on the price of the subscription or any other items that you keep that were discounted due to your membership status, if applicable. You might be billed for any subscription on a separate stand-alone basis, or your billing for the subscription could be consolidated as a benefit of another plan you purchase at Best Buy. In addition, if you buy a product and receive a discount on, or free trial for, a subscription or other service as a result of a bundling offer, and later return such product, Best Buy may deduct the discount value, or retail value of the free trial, from the amount of any refund owed on the returned product.

6. Privacy policy. It is our policy to respect the privacy of our customers. For information on our privacy practices, please review our privacy policy at www.BestBuy.com/Privacy.

7. Disclaimer of warranties.

BEST BUY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. 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 FEES YOU HAVE PAID FOR THE SUBSCRIPTION(S) INCLUDING TAXES.

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

9. 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.

10. Applicable Law and Venue.

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.

11. Electronic delivery; notices. You agree to receive electronic delivery of the Terms, which will be deemed delivered to you (a) when you purchased a subscription by their availability at [BestBuy.com/ServicesTermsConditions](https://www.bestbuy.com/ServicesTermsConditions); and (b) when sent to you via a link in the email address you provide to us. Further, you also agree that we may send you any notice contemplated under any subscription by email to

the email address you have provided to us or to the postal address we have on file for you, as needed at our discretion.

12. Communication. We may call or text you at any phone number that you provide us (including any mobile number) to inform you about the status of the Service, your subscription(s) or any related support or service. Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and data rates may apply.

13. Entire agreement. These Terms and your purchase receipt constitute the entire agreement between you and us with respect to the Service 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 these Terms – either orally or in writing.