**Geek Squad On-Site Services (Delivery / Installation / Setup / Repair)**

**TV, Home Theater, Appliances, Computing, Home Wi-Fi Networks, Connected Devices, Electrical, Plumbing**

Throughout these Terms the words “you” and “your” refer to the person purchasing or receiving service(s), and the words “we”, “us”, and “our” refer to Best Buy Stores, L.P., its parent company, subsidiaries (including Magnolia and Pacific Sales), affiliates, and its third-party providers performing services on our behalf. By purchasing or receiving service you accept and agree to be bound by these terms. Our employees and agents have no authority to alter these terms, either orally or in writing.

**SERVICE TERMS**

**ADULT CONSENT/AUTHORIZATION.** An adult at least 18 years old (19 in AL, NE; 21 in Puerto Rico) must be present to authorize and approve all work completed. You confirm that we have the right and are allowed to do the work you requested at the premises (e.g., you’ve obtained any necessary permission from a landlord or homeowner’s association).

**SAFETY.** We require a safe working environment and reserve the right to refuse or reschedule service due to conditions we deem dangerous or unsafe, including but not limited to possible code violations, extreme temperatures, natural disasters, or other hazards - real or perceived. Some items to be hauled away may require additional equipment/personnel to safely remove, which may result in a delay or rescheduling of the haul-away.

**ACCESS / WORKSPACE CONDITIONS.** We require access to the premises and product related to service, your cooperation, and electrical power. Some services may not be performed if minimum system requirements are not met, technical issues are encountered (such as wiring or overcoming physical/technical barriers), or requirements are unusual or extensive, as determined by us. You are responsible for moving/removing furniture or valuables from the work area prior to our arrival, as the work area must be clear of obstacles. Service may be denied and a cancellation fee charged if we arrive for an appointment and no adult is present or we determine we do not have appropriate access or cooperation from those on-site. If our ability to render service is impaired by you or circumstances beyond our control, we may elect to not provide service. For any un-installation service, we are not responsible for repairing any changes made to the premises. We will not disassemble or break down product for haul-away service even if necessary for removal.

**REPAIR SERVICES.** We may use new or rebuilt replacement parts or replacement products that perform to the factory operational specifications of your product. Products and parts that are replaced become Geek Squad’s property, except where prohibited by law. You will pay for services (including parts and labor) that you request if not covered by a product warranty or service contract.

**LABOR ONLY.** Except where specifically stated parts and accessories (e.g., cables, cords, shutoff valves and water lines) are not included. Labor beyond the scope of work for a service may incur an additional charge, which our technician(s) may or may not be able to perform.

**DROPOFF ONLY.** If the premises does not have standard connections, is missing connections (e.g., water line, shutoff valves), has corroded parts, is not up to code, or you refuse to allow us to install manufacturer-provided safety hardware (e.g., anti-tip bracket), we reserve the right to decline connecting your product but will drop it off – at which point delivery is deemed completed.

**ESTIMATES/ADDED COSTS/CREDIT CARD ON FILE.** We will provide an estimate for work to be done where service was not already purchased or an added cost (e.g., missing parts) beyond the purchased service is required. Added costs may apply to orders where the service required exceeds the scope of work for services purchased or service is performed outside the standard service area as called out during the scheduling process. You agree to pay up to the estimate amount. After evaluation, but before service begins, we will obtain your approval for services that exceed your estimate. If you paid for your service with a credit card, we will keep your secured card on file to be used for those added costs. In limited situations, added costs may be payable by use of an alternative credit card or check.

**PERMITS.** We will charge you at the time of installation the actual cost of any permit fee(s) required by local code or rule for the services performed.

**NONREFUNDABLE CHARGES.** Delivery fee, where applicable, is nonrefundable once delivery is completed. All other service fees (e.g., setup, installation, repair) are nonrefundable once service begins.

**PLASTER.** Installations on plaster surfaces may result in cracking/chipping. We will use reasonable efforts to try to eliminate that possibility but are not responsible for cracking/chipping that may occur from our service.

**CHANGES/CANCELLATIONS.** You must notify us of any change or cancellation at least 24 hours in advance of your scheduled appointment. We may cancel an order if, due to no fault of our own, service has not been completed or rescheduled within 45 days of placement.

**CABLE/SATELLITE/INTERNET.** Cable/satellite/internet installation should be completed prior to service so we can ensure proper integration. We are not responsible for signal strength or degradation due to faulty equipment or lines. If the cable/satellite/internet provider modifies any part of our work, you will be charged a service fee of $99.99 plus applicable taxes to reestablish system functionality per the original installation scope of work.

**OUTLETS.** You must have electrical work (e.g., add/more outlet) performed prior to service unless that electrical work is described in the scope of the work for which you hired us.

**PC/TABLET USE:** Some services may require access to your PC/tablet. We may use tools we deem necessary for diagnostics/repair, including remote access. We may install software that allows you to obtain additional technology services. For software installations, we may accept End User License Agreements on your behalf.

**YOUR DATA/SOFTWARE:** You are solely responsible for backing up any data/software on your product and removing any media (e.g., memory card) prior to service. We will NOT back up any data/software unless you specifically request us to do so before service begins and pay an additional fee. We are not responsible for the loss/alteration/corruption of any data/software or any lost media. We may request your user name and user password for your product in order to perform the requested work. You will change your password after the service is completed.
DELAYS: We will try to complete service as quickly as possible, but we are not responsible for delays caused by factors beyond our control.

REMOVAL: If we remove your product for service and damage/loss occurs while in our custody, you are entitled to repair, replacement, or refund of its fair market value, as determined by us at our sole discretion. Replacement may be made with a product of comparable quality and features.

LABOR WARRANTY: We provide a 90-day workmanship warranty on applicable services except virus/malware removal - for which there is no warranty; for software repairs, the software must not have been tampered with to qualify for the workmanship warranty. If a service call is needed within the warranty period, you will be charged $99.99 plus applicable taxes at the time of scheduling - which will be refunded to you if we determine, at our sole discretion, that there was a defect in our workmanship. This warranty begins from the date of service completion.

PHOTOS/VIDEOS: In situations where it is necessary or warranted we may take, transmit, and/or use photos/video of your product(s) (including its contents, connected products, accessories and surroundings) for service, claim, and/or quality assurance purposes.

DISCLAIMERS AND LIMITATIONS OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (1) EXCEPT FOR THE LABOR WARRANTY IN THESE TERMS WE MAKE NO AFFIRMATIVE WARRANTIES AND GRANT ONLY THOSE WARRANTIES IMPLIED BY LAW THAT CANNOT BE EXCLUDED BY CONTRACT UNDER STATE LAW; AND (2) WE ARE NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES - INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS/BUSINESS, DATA LOSS OR CORRUPTION, DATA RECOVERY/RECREATION, OR OTHER INTANGIBLE DAMAGES ARISING FROM SERVICE. THESE LIMITATIONS DO NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FRAUD.

DISPUTE RESOLUTION: You and Best Buy each agree that, except as otherwise noted below, any dispute or claim arising out of or relating in any way to these Terms, or to any products or services sold or distributed by Best Buy, whether in-store, in your home, over the phone, or online, including, but not limited to, the advertising of or sales practices relating to such products and services, delivery, installation, and any communication, by whatever means, between you and Best Buy, will be resolved by binding, individual arbitration, rather than in court. Disputes and claims that are within the scope of a small claims court's authority are exempt from this dispute resolution provision, so long as they are brought individually.

BY AGREEING TO ARBITRATION, YOU AND BEST BUY UNDERSTAND AND AGREE TO WAIVE THEIR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND THEIR RIGHTS UNDER THIS CONTRACT. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY. ALTHOUGH REVIEW IS LIMITED, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS WOULD BE AVAILABLE IN COURT, AND MUST ENFORCE THE SAME LIMITATIONS STATED IN THESE TERMS AS A COURT WOULD.

To begin an arbitration proceeding, you must send a demand to the American Arbitration Association (AAA) describing your claim and serve a copy of the demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be conducted by the AAA under its rules, including the AAA’s Supplementary Procedures for Consumer-Related Disputes. The AAA’s rules and the form for filing an arbitration claim are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules. We will reimburse those fees (but not any attorney’s fees) for claims totaling less than $10,000 unless the arbitrator determines your claims are frivolous. Likewise, Best Buy will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. 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.

We each agree that any dispute resolution proceedings of any nature or in any forum will be conducted only on an individual basis and not in a class, consolidated or representative action. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding. Any claim that all or part of this class action waiver provision is invalid or unenforceable may be determined only by a court and not by an arbitrator. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class or representative action must be brought in a court of proper jurisdiction and not in arbitration. If for any reason a claim proceeds 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.

The Federal Arbitration Act and applicable federal law (or in the absence of applicable federal law, then the law 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.

PHONE CALLS & TEXTING. We may call or text you at the phone number you provided (including any mobile number) to inform you about order status, scheduling, service requirements, and to follow up regarding your service appointment. Calls may be live or pre-recorded and calls or texts may be made via automated dialing system. Voice and Data rates may apply.

I ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE GEEK SQUAD ON-SITE SERVICE TERMS.

__________________________  __________________________
Purchaser  Date

NOTICE TO CALIFORNIA CUSTOMERS: Contractors are required by law to be licensed and regulated by the Contractors’ State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 26000, Sacramento, CA 95826.