

**MAGNOLIA
IN-HOME SUPPORT
TERMS OF SERVICE**

1. **Magnolia In-Home Support.** These terms and conditions (“**Terms and Conditions**”) govern and describe the post-installation assistance and technical support service (the “**Service**”) we will provide you when you (a) purchase a qualifying home entertainment system (which may include multiple functions and zones) together with installation, or (b) purchase the Service on a standalone basis for a qualifying system, including any renewal or extension (the “**Magnolia In-Home Support**”). One year of Magnolia In-Home Support is included as part of the purchase and installation of your qualifying system with auto renewal of successive one-year periods for an additional annual charge until you cancel (see Section 9 below for more details). Your qualifying system combined with Magnolia In-Home Support, whether included or purchased separately, becomes a “**Covered System**”. References to “you” and “your” are references to the person who is authorized to receive Service per Section 8, below. References to “Magnolia”, “we”, “our” and “us” are referring to Magnolia or Best Buy and their employees or third party service providers, as the case may be.
2. **When Magnolia In-Home Support Begins and Ends.** Your Magnolia In-Home Support begins on the date (a) your Covered System installation is complete as determined by Magnolia, or (b) you purchase Magnolia In-Home Support on a standalone basis (including any renewal or term extension), and continues in effect until the one year anniversary following the date of such installation or purchase (the “**Service Period**”), unless otherwise extended, cancelled or suspended, as provided in Section 9, below.
3. **What is Covered?** Magnolia In-Home Support gives you the following proactive and reactive support for your Covered System during the Service Period, subject to the limitation described in Section 6 and your performance of the responsibilities as described in Section 7, below:
 - a. In home visits scheduled by Magnolia with your consent at 30 days (post installation on-site follow-up), 6 months (updates, functionality tests, system optimization) and 11 months (consultation) following installation
 - b. Support provided by a certified Magnolia Service Technician including expedited response time to your location, troubleshooting, and removal and re-installation of Covered System products needing repair (but not the cost of repair). Any repair charges would be invoiced separately and may be covered under other Magnolia product protection plans (purchased separately).
4. **What’s Not Covered?**
 - a. Troubleshooting issues that are likely to be caused by malware infections or resolved by upgrading your operating system or consumer software in any Covered System component to the current version, if you choose not to upgrade.
 - b. Training services beyond how to use your Covered System and power cycling education, which we may provide as part of the initial installation.
 - c. Additional or extended warranties on products included in your Covered System or repairs to any components in your Covered System (or the cost thereof). You may purchase other product protection plans from Magnolia separately.
 - d. Damage to or loss of any software, data, or other information residing or recorded on a device in your Covered System.
 - e. Issues that stem from the internet service provider (ISP) including faulty hardware, internet availability and speed to the home.
5. **How to Obtain Service.** You may obtain service by calling your system designer (the person who worked with you on the purchase and installation of your Covered System) at the number provided by the system designer, or Magnolia Customer Care at 1-877-643-9682.
6. **Geographic Limitations.**

Magnolia In-Home Support is available only where your location is within 25 miles of a Magnolia store. We may decide to provide Magnolia In-Home Support in certain circumstances even where your location is more than 25 miles away from a Magnolia store, but additional charges would apply including higher base rates and trip charges. See your system designer for additional details.
7. **Your Responsibilities.**

To receive Magnolia In-Home Support, you agree to comply with each of the terms listed below:

 - a. You will need to provide your Magnolia System ID or order/invoice number as found on your receipt, quick start guide, or transactional email.
 - b. You will provide information about the symptoms and causes of the issues with the Covered System.
 - c. You will respond to requests for information such as serial number and/or model number of devices included in the Covered System, any peripherals devices connected or installed on the Covered System, any error messages displayed, the actions which were taken before the Covered System experienced the issue and the steps taken to resolve the issue.
8. **Eligibility for Service; No Transfer of Your Magnolia In-Home Support.** We will provide Services to the original purchaser of the Covered System (including his or her immediate family) at the location where the Covered System was installed. Magnolia In-Home Support may not be transferred to any other person or system.
9. **Cancellation; Renewal.**

- a. **Cancellation by You.** Subject to the terms below, to cancel your Magnolia In-Home Support you must call Magnolia Customer Care at 1-877-643-9682 and request that your Magnolia In-Home Support be cancelled. It may take up to 20 business days for your cancellation request to be processed. You may not cancel your Magnolia In-Home Support during the initial Service Period when the initial Service Period was included as part of your purchase of a qualifying system.
- b. **Cancellation by You within 30 Days.** You may cancel your Magnolia In-Home Support renewal (or initial purchase if not included in a qualifying system purchase) and obtain a refund in the amount you paid for the Magnolia In-Home Support if the cancellation occurs within 30 days of the date of your purchase. At our discretion, we may deduct from any refund the value of services already provided.
- c. **Cancellation by You after 30 Days.** You may cancel your Magnolia In-Home Support renewal (or initial purchase if not included in a qualifying system purchase) and obtain a pro rata refund of the amount you paid based on the number of months remaining in the Service Period if you cancel more than 30 days after the date of purchase. At our discretion we may deduct from any pro rata refund the value of services already provided.
- d. **Cancellation or Suspension of Service by Us.** We may cancel your Magnolia In-Home Support for convenience and discontinue providing Service at any time upon written notice to you and issue you a pro rata refund for any prepaid amounts. At our discretion we may deduct from any pro rata refund the value of services already provided. We may also cancel this Magnolia In-Home Support immediately or suspend Service without notice, at our discretion, if you fail to satisfy your responsibilities identified in Section 7 or if there is a limitation of services identified in Section 11. Upon our cancellation or suspension of the Magnolia In-Home Support, your right to receive Services ceases or is suspended, as the case may be.
- e. **Service Renewals.** Magnolia In-Home Support is included as part of the purchase and installation of your Covered System for a Service Period of one year. You may also purchase Magnolia In-Home Support separately for a system previously installed by Magnolia. Upon completion of the initial Service Period, whether included with a purchase or purchased separately, the Magnolia In-Home Service will auto renew for successive one-year Service Periods until you tell us to cancel. You will be charged the renewal rate provided to you during the purchase and installation of your Covered System or the renewal rate then in effect as provided in a notice to you prior to renewal. Until the Magnolia In-Home Support is cancelled, you authorize us to charge your credit or debit card at the beginning of each renewal Service Period for the amount provided to you on your service order for the Covered System or such other amount agreed to by you after notice from us. At our discretion, we may offer you a renewal of your Magnolia In-Home Support as a new service contract. Any new service contract that we offer you may contain different pricing, coverage and benefits as compared to your original Magnolia In-Home Support.

10. Privacy Policy. It is our policy to protect the privacy of our customers. For information on our privacy practices, please call Magnolia Customer Care at 1-877-643-9682, or review our privacy policy at www.magnoliaav.com/legal-notices/privacy-policy.

11. Limitations of Service. We shall not be liable for any failure or delay in performance due to any cause beyond our control. We reserve the right to refrain from providing the Service, wholly or in part, on the basis that the minimum system requirements are not met or your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us.

12. Modifications to Terms of Services. We may change these Terms and Conditions from time to time. Upon any such change, we will notify you by posting the changes to Magnolia's web site at www.magnoliaav.com/legal-notices. Your use of the Service constitutes affirmative agreement to abide by and be bound by these Terms and Conditions including their modifications.

13. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL 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 SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE 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 SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE 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 SERVICE 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 EACH CUSTOMER.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(I) 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 THIS PLAN; AND

(II) OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR PLAN INCLUDING TAXES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER.

15. LAWS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law provisions. If any provision(s) of these Terms and Conditions is/are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

16. DISPUTES

Any dispute or claim arising out of or relating in any way to your Magnolia In-Home Support, or to any products or services sold or distributed by Magnolia, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms and Conditions.

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 ANY DISPUTES OR CLAIMS. 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 AND CONDITIONS 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 consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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. We also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.

17. ENTIRE AGREEMENT

These Terms and Conditions and your service order and purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Magnolia In-Home Support and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Magnolia and Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify these terms and conditions for Magnolia In-Home Support – either orally or in writing.

[END In-Home Support]

MAGNOLIA REMOTE MANAGEMENT TERMS OF SERVICE¹

(¹Terms of service apply when applicable, as noted on your order/invoice number)

1. **Magnolia Remote Management.** These terms and conditions (“Terms and Conditions”) govern and describe the post-installation remote management service (the “Service”) we will provide you when you purchase the Service as part of your purchase and installation of a qualifying system, including any renewal or extension (“Magnolia Remote Management”). Your qualifying system combined with the

purchase of Magnolia Remote Management becomes a "Covered System". References to "you" and "your" are references to the person who is authorized to receive Service per Section 8, below. References to "Magnolia", "we", "our" and "us" are referring to Magnolia or Best Buy and their employees or third party service providers, as the case may be.

2. **When Magnolia Remote Management Begins and Ends.** Your Magnolia Remote Management begins on the date your Covered System installation is complete as determined by Magnolia and continues in effect until the one year anniversary following the date of such installation or purchase (the "**Service Period**"), subject to auto renewal unless otherwise cancelled or suspended, as provided in Section 9 below.
3. **What is Covered?** Magnolia Remote Management gives you the following proactive and reactive support for your Covered System during the Service Period, subject to the limitation described in Section 6 and your performance of the responsibilities as described in Section 7, below:
 - a. Remote support in real time including system performance reporting and access to and control of most products we install on your network (capabilities may vary).
 - b. Remote diagnosis and technical support which may eliminate the need for a service appointment.
 - c. Scheduled status checks including internet speed tests and connectivity status updates.
 - d. Proactive system updates such as firmware updates (capabilities may vary).
4. **What's Not Covered?**
 - a. Troubleshooting issues that are likely to be caused by malware infections or resolved by upgrading your operating system or consumer software in any Covered System component to the current version, if you choose not to upgrade.
 - b. Training services beyond how to use your Covered System and power cycling education, which we may provide as part of the initial installation.
 - c. Additional or extended warranties on products included in your Covered System or repairs to any components in your Covered System (or the cost thereof). You may purchase other product protection plans from Magnolia separately.
 - d. Damage to or loss of any software, data, or other information residing or recorded on a device in your Covered System.
 - e. Issues that stem from the internet service provider (ISP) including faulty hardware, internet availability and speed to the home.
5. **How to Obtain Service.** You may obtain service by calling your system designer (the person who worked with you on the purchase and installation of your Covered System) at the number provided by the system designer, or Magnolia Customer Care at 1-877-643-9682.
6. **Geographic Limitations.**

Magnolia Remote Management is available only where your location is within 25 miles of a Magnolia store. We may decide to provide Magnolia Remote Management in certain circumstances even where your location is more than 25 miles away from a Magnolia store, but additional charges would apply including higher base rates and trip charges. See your system designer for additional details.
7. **Your Responsibilities.**

To receive Magnolia Remote Management, you agree to comply with each of the terms listed below:

 - d. You will need to provide your Magnolia System ID or order/invoice number as found on your receipt, quick start guide, or transactional email.
 - e. You will provide information about the symptoms and causes of the issues with the Covered System.
 - f. You will respond to requests for information such as serial number and/or model number of devices included in the Covered System, any peripherals devices connected or installed on the Covered System, any error messages displayed, the actions which were taken before the Covered System experienced the issue and the steps taken to resolve the issue.
8. **Eligibility for Service; No Transfer of Your Magnolia Remote Management.** We will provide Services to the original purchaser of the Covered System (including his or her immediate family) at the location where the Covered System was installed. Magnolia Remote Management may not be transferred to any other person or system.
9. **Cancellation; Renewal.**
 - f. **Cancellation by You.** Subject to the terms below, to cancel your Magnolia Remote Management you must call Magnolia Customer Care at 1-877-643-9682 and request that your Magnolia Remote Management be cancelled. It may take up to 20 business days for your cancellation request to be processed. You may not cancel your Magnolia Remote Management during the initial Service Period.
 - g. **Cancellation by You within 30 Days.** You may cancel your Magnolia Remote Management auto renewal and obtain a refund in the amount you paid for the Magnolia Remote Management if the cancellation occurs within 30 days of the date of your purchase. At our discretion, we may deduct from any refund the value of services already provided.
 - h. **Cancellation by You after 30 Days.** You may cancel your Magnolia Remote Management auto renewal and obtain a pro rata refund of the amount you paid based on the number of months remaining in the Service Period if you cancel more than 30 days after the date of purchase. At our discretion we may deduct from any pro rata refund the value of services already provided.
 - i. **Cancellation or Suspension of Service by Us.** We may cancel your Magnolia Remote Management for convenience and discontinue providing Service at any time upon written notice to you and issue you a pro rata refund for any prepaid amounts. At our discretion

we may deduct from any pro rata refund the value of services already provided. We may also cancel this Magnolia Remote Management immediately or suspend Service without notice, at our discretion, if you fail to satisfy your responsibilities identified in Section 7 or if there is a limitation of services identified in Section 11. Upon our cancellation or suspension of the Magnolia Remote Management, your right to receive Services ceases or is suspended, as the case may be.

- j. **Service Renewals.** Magnolia Remote Management is offered for an initial Service Period of one year. Upon completion of the initial Service Period, Magnolia Remote Management will auto renew for successive one-year Service Periods until you tell us to cancel. You will be charged the renewal rate provided to you during the purchase and installation of your Covered System or the renewal rate then in effect as provided in a notice to you prior to renewal. Until the Magnolia Remote Management is cancelled, you authorize us to charge your credit or debit card at the beginning of each renewal Service Period for the amount provided to you on your service order for the Covered System or such other amount agreed to by you after notice from us. At our discretion, we may offer you a renewal of your Magnolia Remote Management as a new service contract. Any new service contract that we offer you may contain different pricing, coverage and benefits as compared to your original Magnolia Remote Management.

10. **Privacy Policy.** It is our policy to protect the privacy of our customers. For information on our privacy practices, please call Magnolia Customer Care at 1-877-643-9682, or review our privacy policy at www.magnoliaav.com/legal-notices/privacy-policy.

11. **Limitations of Service.** We shall not be liable for any failure or delay in performance due to any cause beyond our control. We reserve the right to refrain from providing the Service, wholly or in part, on the basis that the minimum system requirements are not met or your technical needs or other requirements are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us.

12. **Modifications to Terms of Services.** We may change these Terms and Conditions from time to time. Upon any such change, we will notify you by posting the changes to Magnolia's web site at www.magnoliaav.com/legal-notices. Your use of the Service constitutes affirmative agreement to abide by and be bound by these Terms and Conditions including their modifications.

13. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL 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 SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE 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 SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE 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 SERVICE 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 EACH CUSTOMER.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(I) 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 THIS PLAN; AND

(II) OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR PLAN INCLUDING TAXES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO EACH CUSTOMER.

15. LAWS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law provisions. If any provision(s) of these Terms and Conditions is/are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

16. DISPUTES

Any dispute or claim arising out of or relating in any way to your Magnolia Remote Management, or to any products or services sold or distributed by Magnolia, will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to these Terms and Conditions.

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 ANY DISPUTES OR CLAIMS. 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 AND CONDITIONS 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 consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

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. We also both agree that you or we may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.

17. ENTIRE AGREEMENT

These Terms and Conditions and your service order and purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Magnolia Remote Management and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Magnolia and Best Buy have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify these terms and conditions for Magnolia Remote Management – either orally or in writing.

[END Remote Management]