BEST BUY TRADE-IN PLUS ™ PROGRAM AGREEMENT

This Best Buy Trade-In Plus ™ Program Agreement (the "Agreement") is a legal contract that governs the Best Buy Trade-In Plus ™ Program ("Plan"). The Agreement is between the individual that has purchased the Plan, ("you" or "your") and Chartis WarrantyGuard, Inc. ("CWG"). CWG is the obligor of the Plan and responsible for fulfilling the obligations of the Plan. Best Buy Stores, L.P. ("Best Buy") is the retailer from which you purchased this Plan and the related Device and to which you will trade-in your Device. Throughout this Agreement, the words "we", "us" and "our" refer to CWG. By purchasing the Plan, you acknowledge that this is a legal contract and you have had the opportunity to read the terms and conditions set forth in it. This Agreement and your purchase receipt comprise the entire agreement relating to the Plan. The sale and fulfillment of this Plan is only available in the United States.

- **1. DEFINITIONS**. In addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings for purposes of this Agreement:
 - (a) DEVICE. The consumer electronics products eligible to be covered by this Agreement, which consists of the following: Laptops; Desktops; Tablets; All-in-One Computers; Postpaid Mobile Cellular Telephones; Computer Monitors; Blu-Ray and DVD Players; Gaming Consoles; Portable Gaming Devices; eReaders; Camcorders; Digital Cameras; DSLRs; GPSs; ipods; mp3 players; Qualified Televisions and any other consumer electronic product as may be sold with this Agreement and identified on your purchase receipt.
 - (b) EFFECTIVE DATE. The date that you are eligible to submit a claim for a Trade-In Plus ™ Amount beginning thirty-one (31) days after the Purchase Date.
 - (c) EXPIRATION DATE. The last date upon which you may initiate a claim for the Trade-In Plus ™ Amount under the terms of the Plan.
 - (d) PLAN FEE. The amount that you pay to purchase the Plan.
 - (e) PLAN PERIOD. The time period commencing on the Effective Date and ending on the Expiration Date during which the Plan is valid. The Plan Period indicates the amount of time that you have to initiate a claim for a Trade-In Plus ™ Amount under the Plan. The Plan Period is two (2) years for Devices as described in this Agreement.
 - (f) PURCHASE DATE. The date that you purchase the Plan.
 - (g) TRADE-IN PLUS ™ AMOUNT. The amount that you will receive in the form of value on a Best Buy® gift card in exchange for you trading-in your Device within the Plan Period, subject to the terms and conditions of this Agreement. The Trade-In Plus ™ Amount is equal to fifty dollars (\$50) greater than the current Trade-In Value of the Device. If you received the Plan as part of your Geek Squad Protection plan purchase, the payment of the Trade-In Plus ™ Amount is contingent on you having the Geek Squad Protection plan in "good standing" at the time of

- redemption. "Good standing" is defined to include compliance with all material terms and conditions of the Geek Squad Protection plan, including being fully paid up. For specific Geek Squad Protection plan benefits and obligations, please refer to your Geek Squad Protection plan terms and conditions.
- (h) TRADE-IN VALUE. The Trade-In Value is determined by Best Buy and is subject to the terms and conditions of the Best Buy Trade-In Program. The Trade-In Value is based on the condition of the Device and available documentation and accessories at the time of trade-in. Not all products are eligible for trade-in. In addition, Best Buy may determine that a Device does not have any Trade-In Value.
- **2. DESCRIPTION OF THE PLAN.** The Plan allows you to trade-in your Device during the Plan Period thereby entitling you to receive the Trade-In Plus $^{\text{m}}$ Amount according to the terms and conditions set forth in this Agreement.
- **3. RECEIPT AND PHOTO ID REQUIRED.** You will be required to have a Best Buy receipt and a government issued photo identification to initiate your claim for the Trade-In Plus ™ Amount. The receipt must include both your Device and unique Plan identification showing that you purchased both the Plan and the related Device from Best Buy. Your Device and Plan purchase must be on the same receipt to redeem. You must also present a government issued photo identification to confirm your identity as the purchaser of the Device and Plan.
- **4. WHEN YOU ARE READY TO CLAIM YOUR TRADE-IN PLUS™ AMOUNT.** You will need to return to a Best Buy store location with the Device and all manufacturer's accessories which came with the Device along with your original receipt documenting your purchase of the Plan and the Device and government issued photo identification. Best Buy reserves the right to not accept a Device for trade-in if the Device is considered to be Substantially Impaired (as defined in Paragraph 8 of this Agreement). If Best Buy accepts your Device for trade-in, you will be required to sign an acknowledgment of transfer of ownership of the Device to the effect that: you are the rightful owner of the Device; all information you have provided is accurate; the transaction is final; it is your responsibility to remove all data from the Device; and you release Best Buy and CWG from any and all claims arising out of the transfer of the Device. This will also serve to notify you that after purchasing the Device from you, Best Buy intends on placing the Device in secondary retail markets where the Device will be sold to consumers and/or businesses.
- **5. TIME OF ESSENCE; FAILURE TO EXERCISE.** Time is of the essence in this Agreement and is a material term of the Agreement. The Trade-In Plus ™ Amount may decrease over time and if you fail to initiate a claim for the Trade-In Plus ™ Amount within the Plan Period then your Plan will expire on the day after the Expiration Date as described in your Plan description on your original purchase receipt. After the Expiration Date you will no longer have the ability to trade-in your Device and receive a Trade-In Plus ™ Amount and CWG and Best Buy will no longer have any obligations to you under this Agreement. The Plan has no value after the Expiration Date.

6. RETENTION OF PLAN FEE; PAYMENT OF TRADE-IN PLUS ™ AMOUNT.

(a) RETENTION OF PLAN FEE. The Plan Fee will only be returned to you upon a cancellation of this Plan subject to these terms and conditions. See Paragraphs 4 and 9 for specific details.

- (b) PAYMENT OF TRADE-IN PLUS ™ AMOUNT. Payment of the Trade-In Plus ™ Amount to you by CWG constitutes fulfillment of all of CWG's and Best Buy's obligations under this Agreement and terminates this Agreement.
- (c) TIMING OF PAYMENT OF THE TRADE-IN PLUS ™ AMOUNT. Payment of the Trade-In Plus ™ Amount by CWG shall be made following receipt of the Device by Best Buy, subject to the Acceptance Testing set forth in Paragraph 8. Upon Best Buy's successful completion of Acceptance Testing and subject to the terms and conditions of this Agreement, your Trade-In Plus ™ Amount will be paid in full in the form of value on a Best Buy gift card. At that time, all rights, title and interest regarding the Device will transfer to Best Buy. Payment of the Trade-In Plus ™ Amount to you by CWG constitutes fulfillment of all of and CWG's and Best Buy's obligations under this Agreement and terminates this Agreement.
- (d) SALES TAX. You are responsible for paying and accounting for any sales tax that may be applicable to you in your home state for the trade-in of the Device. CWG and Best Buy make no representations or warranties regarding your possible sales tax liabilities for this transaction. All sales tax liabilities for your sale of the Device are solely your responsibility.
- **7. MAINTENANCE, REPAIR, NO WARRANTY, LOSS.** You assume all obligations and liability with respect to the possession of the Device, and for its use, condition, and storage during the Plan Period. You will, at your own expense, maintain the Device in good condition and working order. You agree to comply with all requirements necessary to enforce all Device manufacturer warranty and service plan rights, and if the Device breaks while under manufacturer warranty or a service plan, you agree to cause the manufacturer or service plan issuer to perform the appropriate repairs before you initiate a claim for your Trade-In Plus ™ Amount pursuant to this Agreement. CWG and Best Buy will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Device. At all times prior to receipt of the Device by Best Buy, the risk of loss of the Device shall be on you. The risk of loss shall transfer to Best Buy upon trade-in of the Device to Best Buy following the testing described in Paragraph 8.
- **8. ACCEPTANCE TESTING.** If you initiate a claim for the Trade-In Plus ™ Amount in accordance with the terms of this Agreement, Best Buy, in its sole discretion, reserves the right to adjust the Trade-In Value according to the terms and conditions of the Best Buy Trade-In Program ("Acceptance Testing"). PLEASE NOTE that CWG and Best Buy will not make a claim on any manufacturer warranty or service plan on your behalf at any point in time. You must make any manufacturer warranty or service plan claim prior to initiating a claim for the Trade-In Plus ™ Amount. If Best Buy determines that the Device is substantially impaired, then Best Buy will retain the Plan Fee you paid. Substantially impaired is defined as follows:

SUBSTANTIALLY IMPAIRED. The Device has one or more of the following issues: 1. The Device has functional damage or product failure that affects its ability to perform its function or impairs its use and cannot be easily repaired; 2. The Device has been recalled by its manufacturer and has not been repaired or replaced prior to sending it to Best Buy; 3. The Device has water damage or damage from bodily fluids; 4. The Device shows indications of a serial number modification; 5. The Device has insect/rodent infestation, damage; 6. There are missing or inoperable accessories.

All damage described above must be repaired either under manufacturer warranty or service plan, or at your own cost, before providing the Device for trade-in. The Device will not be accepted in Substantially Impaired condition and Best Buy will retain the Plan Fee you paid. If the Device is considered to be Substantially Impaired, the Device will be considered a Rejected Device as provided in Paragraph 10.

9. CANCELLATION. There are no fees to cancel the Plan. In addition to the ability to cancel pursuant to Paragraph 4, this Plan will be cancelled by us for fraud or material misrepresentation, as determined by us. In the event of cancellation by us pursuant to this Paragraph 9, written notice of cancellation will be mailed to you not less than sixty (60) days before the cancellation is effective. If we cancel the Plan pursuant to this Paragraph 9, you will receive a pro-rata refund of the Plan Fee based on the percentage of the Plan's unexpired Plan Period. If you cancel within thirty (30) days of your Plan's Purchase Date, you will receive a pro rata refund of the Plan Fee based on the percentage of the Plan's unexpired Plan Period.

With respect to a Device that is a mobile phone under a mobile phone carrier contract, if you have cancelled your contract with the mobile phone carrier, during the mobile phone carrier's product return or exchange period, then you are not eligible to receive a Trade-In Plus ™ Amount but, instead, may cancel the Plan and receive a pro-rata refund of the Plan according to this Paragraph of the Agreement. You are solely responsible for any and all penalty fees, activation charges, early termination and similar such charges imposed by your wireless carrier because of the cancellation of your contract with your mobile phone carrier. All cancellations will need to be done at Best Buy store location and with all original receipts.

10. REJECTED DEVICE. If the Device is considered to be a Rejected Device you will be given your Rejected Device back for you to do with it as you choose. The Rejected Device may be eligible for Best Buy's Consumer Electronics Recycling Program. You are responsible for additional charges that apply should you elect to participate in the Best Buy's Consumer Electronics Recycling Program.

11. OTHER TERMS AND CONDITIONS.

- (a) DEVICE PURCHASED CONCURRENTLY WITH THIS PLAN. You warrant that you are the legal and beneficial owner of the Device as of the Purchase Date. You further warrant that you have purchased the Device concurrently with the Plan, and agree that the terms of this Agreement cover only the Device and NOT any similar or alternative Device except as specified in Paragraph 11(g). CWG reserves the right to terminate the Plan for individuals who have not purchased the Device concurrently with the purchase of the Plan.
- (b) PURCHASER RECORDS. You may be asked to provide information from your purchase receipt as a condition for receiving the Trade-In Plus ™ Amount under the Plan. YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS AGREEMENT IN A SAFE PLACE.
- (c) TECHNICAL SPECIFICATIONS. In order for the Plan to be valid and effective, the actual technical specifications of the Device must match the technical specifications, including the model number ("Technical Specifications") of the Device you purchased for the Plan, except as specified in Paragraph 11(g). In cases where Paragraph 11 (g) does not apply and the actual specifications of the Device you bring to a Best Buy store location do not match the

specifications of the Device covered by the Plan, or if the purchase receipt cannot be produced or does not match the device you provided, the Device will be considered a Rejected Device, as provided in Paragraph 10.

- (d) PERSONAL DATA, CONFIDENTIAL INFORMATION. You hereby acknowledge that it is your responsibility to remove all personal data (e.g., files, photos, videos, music, etc.), confidential, trade secret, and/or proprietary information from the Device prior to initiating a claim for a Trade-In Plus ™ Amount. You agree that CWG and Best Buy and their respective parent companies and affiliates, are not responsible for the loss or destruction of the hardware or media containing any personal data left on or in the Device. You understand and agree that you will not be able to recover any data or files stored within the Device. To the extent permitted by applicable law, you hereby release us, Best Buy, and the parent companies, and affiliates, from and against any liability arising out of or related to the deletion of any data or files from the Device and the non-availability of the Device after it has been accepted by Best Buy.
- (e) PERSONAL USE OF DEVICE ONLY. This Agreement may only be purchased for Devices that are utilized for personal, family or household use only and is not eligible for purchases of Devices that are utilized for commercial purposes.
- (f) EXEMPTION FROM EXPIRATION DATE. You may qualify for an exemption from the Expiration Date if the Device is being repaired or replaced by a manufacturer under its warranty or a service plan provider or through a recall process by a manufacturer during the Expiration Date. To qualify for this exemption, you must complete all of the following:
 - (i) Notify Best Buy, at a Best Buy store location, that the Device is being repaired under warranty or a service plan or has been recalled by its manufacturer, within three (3) days of sending or delivering the Device to the manufacturer or service plan repairer/issuer and before the Expiration Date; and
 - (ii) Bringing the Device to a Best Buy store location within three (3) days of receiving it from the manufacturer or service plan repairer/issuer; and
 - (iii) Include with the Device to Best Buy the paperwork on either (I) the warranty return from the manufacturer warranty or service plan issuer or (II) the recall from the manufacturer, which identifies the date you sent or delivered the Device to the manufacturer or service plan repairer/issuer and the date you received the repaired Device from the manufacturer or service plan repairer/issuer.
- (g) EXEMPTION FROM TECHNICAL SPECIFICATIONS. You may also qualify for an exemption from the Technical Specification requirements in Paragraph 11(c) if the Device is replaced by a manufacturer or service plan provider or through a recall process by a manufacturer. To qualify for this exemption, you must complete all of the following:
 - (i) Notify Best Buy, at a Best Buy store location, of the change in serial numbers within ten (10) days of receiving the replacement Device; and
 - (ii) Include the original paperwork for the manufacturer or service plan replacement or recall replacement from the manufacturer or service plan repairer/issuer from the

manufacturer or service plan repairer/issuer clearly identifying the old serial number of the Device and the new serial number of the Device when providing the Device to Best Buy.

- (h) PLAN ADMINISTRATION. Your rights under these terms and conditions, including, without limitation, the payment of any Trade-In Plus ™ Amount, are expressly contingent upon your complete and full compliance with each and every one of the requirements set forth in this Agreement. All eligibility and other matters relating to your purchase or use of the Plan will be determined by Best Buy, in its sole discretion, and each such determination will be binding on you.
- (i) TRANSFERABLE. The Plan is not transferable to another owner of the Device.
- (j) EXCLUSIONS. This Agreement and the Plan is not an insurance policy, warranty or service contract and does not provide coverage for Devices that have been lost, stolen (the Plan is only for Devices that are provided to us during the Plan Period) or for the repair or replacement of damaged Devices. The Plan does not cover failures or parts and/or labor costs incurred as a result of a manufacturer's recall; fees or costs related to third-party contracts, consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, down-time, charges for time and effort, or failures that occurred prior to the purchase of the Plan.
- **12. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CWG'S AND BEST BUY'S TOTAL LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE), ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE PLAN SHALL NOT EXCEED THE TRADE-IN PLUS ™ AMOUNT PAYABLE TO YOU FOR THE DEVICE GIVING RISE TO THE CLAIM. Some states do not allow the limitation of liability, so the foregoing may not apply to you.