

1. The Terms.

Thank you for reviewing the terms (“Terms”) for your Kinnect Tech membership (“Membership”). These Terms are between you and Electronics Kinnect and/or its affiliates or authorized third party service providers (“Electronics Kinnect” or “us” or “we”) and govern our respective rights and obligations. These Terms, together with the applicable terms related to using electronics Kinnect Services, our privacy policy, and any services, special pricing, promotional offers or other benefits, including Protection Plan benefits, provided to you in connection with the Membership, or for use of the Membership, constitute the entire agreement between you and Electronics Kinnect related to the Membership. By enrolling in and continuing to use the Membership, you accept these terms, conditions, limitations and requirements. We may make changes to these Terms or terminate the Membership program. If we make material changes or terminate the program, we may notify you by email and/or by mail the new terms and our our website ElectronicsKinnect.com/PlanTerms

NOTE THAT THIS IS AN AUTOMATICALLY RENEWING MEMBERSHIP. FOR MORE INFORMATION ON THIS, SEE SECTION 12.

THESE TERMS INCLUDE A BINDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION SECTION BELOW.

2. Electronics Kinnect Tech Kinnect Membership.

We will provide the Membership services, special pricing, promotional offers and other benefits (collectively “Membership Benefits”) to the person who is identified as the member of Kinnect Tech Membership (“Member”, “you” or “your”) and the Member’s family living at the Member’s primary home address; any Membership Benefits that are to be received in, or delivered to, the home, will only be available at the primary home address associated with this Membership, which must be located in the fifty states of the U.S. or District of Columbia (“Service Address”). The availability to purchase the Membership, and receive certain Membership Benefits, is limited to designated sales channels and will not be available where prohibited by law. The purchase of Membership is not currently being offered, and will not be valid, to persons residing outside of the fifty states of the United States and the District of Columbia (e.g., it is not available in Puerto Rico or for purchase by Puerto Rico residents). Section 11 below provides additional information regarding eligibility for Membership Benefits.

3. Here’s what the Electronics Kinnect Tech Kinnect Membership includes:

- A. **Product Protection for up to 24 months while Membership is active.** Qualifying products purchased from Electronics Kinnect will be eligible to receive up to twenty-four (24) months of service contract coverage, provided that your Membership remains active, under either a Tech Kinnect Protection Plan or an AppleCare+ plan (collectively, for each such qualifying product, as applicable (“Protection Plan”). See Section 4 for more details on this “Product Protection Benefit”.

- B. **VIP Customer Support.** Certain plans will have access to a specially-trained support line where you will receive expert advice, customer service, and coordination via phone or text. You will be provided with decision- making advice tailored just for you and empowering you to get the most out of the products you own. The support line will be staffed by a team of highly-skilled resources. Please note that calls and/or text messages must be made from the telephone number identified on the Member account to receive support.
- C. **Waived Diagnostic Fees.** All of our plans provide waived diagnostic fees regardless of where you bought your device at no additional cost to you.
- D. **Text A Tech.** Certain plans provide access to our text a tech program. This program allows you to text with one of our highly-skilled techs for help with issues on your devices or for directions on how to do certain things.
- E. **Remote Access Support/Remote Monitoring & management/Anti-Virus, Anti-Malware services.** Certain Plans provide access to various remote support and system monitoring services as well as Anti-Virus and Anti-Malware software at no additional cost to you.
- F. **Device Repairs.** Certain plans provide coverage for device repairs or part replacement the services are provided at no additional cost. Additional terms apply see section 4 for more details.

4. Product Protection.

- A. If you membership offers device repairs or replacement parts that service is provide at no additional cost and is included in your membership. If you plan does not provide you with a covered repair then you may opt to pay a deductible for the desired service you wish to receive. Deductibles are laid out in section 5.
- B. Certain products such as apple computers will have an additional service fee for certain replacement parts which is laid out in section 5.
- C. Plans which offer product protection cover 5 claims per plan cycle. If you exceed your plans allowed claims you can still opt to have services preformed for an additional fee which is covered in section 5.
- D. **Obligors and Membership Trust.** For Electronics Kinnect Protection Plans, the obligor is Fuller Enterprises LLP. For AppleCare+, the obligor is AppleCare Service Company, Inc. A portion of your annual Membership fee will be set aside in a Trust to pay the anticipated fees due to the obligors of the service contracts. This amount may differ depending upon whether you are purchasing Membership for the first time, or upgrading your Membership from a prior, legacy contract, or you are in a renewal term of your Membership. The Trust will be solely responsible for making the payments regardless of the nature or quantity of products that are being covered by Protection Plans as a benefit of your Membership. You can contact us by sending an email to ProtectionBenefit@electronicskinnect.com if you are interested in the details of how much of your Membership fee is allocated for this Product Protection Benefit.
- E. **Gifting of Eligible Products.** If you purchase an eligible product (to which a Protection Plan attaches) during your Membership, and you wish to give it to someone else as a gift, then please provide the gift recipient with a copy of the email we send to you confirming your protection coverage on the product. Having this email will help us confirm the gift recipient is in rightful possession of the eligible product and is authorized to receive coverage under the Protection Plan. It also has important information about the terms and limitations of coverage. Because the Protection Plan was issued under your Membership, it will continue for up to 24 months from the applicable Protection Plan start date, so long as you maintain your Membership. This means that if you cancel or choose not to renew your Membership, it will automatically cancel any then-remaining months under the applicable Protection Plan. In addition,

you (as the Member) may continue to receive information regarding the Protection Plan, such as the gift recipient's claim activity and notices.

- F. Tech Kinect Service plans cover your device for up to 3 repairs, up to 12 screen protectors, and 1 covered incident of "Other Damage" per annual term cycle. Repairs are considered anything that requires parts to be provided for the service ie. Screens, Batteries, Hard Drives etc.

5. Deductible's and Service Fees.

- A. While not all plans cover required repairs you may have we have allowed to allow any plan member to pay a deductible base on the plan level that you have. Outlined below is the various plans and the deductible for any work that is not covered by the plan. If in the event of a repair being less then the deductible listed below you would only be required to pay that amount and not the full deductible.
- B. **Free plan:** If you elect for our free plan there is no discounts afforded to your services and/or repairs the cost of the repairs are the full amount of the repair.
- C. **Starter Plan:** If you elect for our Starter Plan any work that is covered by the Advanced Plan level will have a deductible of \$49. Any work covered under the Pro Plan would have a deductible of \$99. Any work covered under the Elite Plan would have a deductible of \$199.
- D. **Advanced Plan:** If you elect for our Advanced Plan any work that would be covered by the Pro Plan would have a deductible of \$99. Any work that would be covered but the Elite plan you would have a deductible of \$199.
- E. **Pro Plan:** If you elect for our Pro Plan any work that would be covered by the Elite plan you would have a deductible of \$149.
- F. **Bronze Plan:** If you elect for our Bronze Family Plan the deductible for work covered under the additional tiers is as follows. Silver-\$49 Gold-\$99 Platinum-\$199
- G. **Silver Plan:** If you elect for our Bronze Family Plan the deductible for work covered under the additional tiers is as follows. Gold-\$99 Platinum-\$199
- H. **Gold Plan:** If you elect for our Bronze Family Plan the deductible for work covered under the additional tiers is as follows. Platinum-\$149
- I. If you exceed your plans allotted amount of services you can opt to pay a service fee for the service to be covered service fees are assessed based on the plan and length of coverage and repair cost a service fee for such repairs will be provided to you at the time service is requested.

6. Apple Computer Coverage and Fees.

- A. All apple computers require the Elite or Platinum plan for repair work and will be subject to an additional service fee of \$49 per repair. If you elect for a different plan your apple computer will still be covered for repair but will be subject to an additional service fee of \$249 per repair. We also reserve the right to refuse any and all claims on apple computers if the total repair cost should exceed the total value of your plan plus the service fee.

7. Your responsibility to back-up data.

Before we service your device or any other equipment, if applicable, it is your responsibility to (1) back-up the data, software, information, or other files stored on your hard disk drives or any other data storage device; and (2) remove and/or disconnect all USB flash drives, optical discs, external hard drives, and other removable data storage devices and media from your device or other equipment that you provide to us. At your request, we will back-up the data on your device for an additional service fee of \$49. We are not responsible for damage to or loss of any software or data that was residing or recorded on your devices and/or equipment.

10. Your other responsibilities.

To receive service or support under Tech Kinect, you agree to comply with each of the terms and conditions listed below and as otherwise stated in these Terms:

- A. To receive web-based remote technical support, you will need to provide a high-speed internet connection.
- B. You will provide information about the symptoms and causes of the issues you are experiencing.
- C. You will respond to our requests for information such as the product serial number, model, version of the operating system and software installed, any peripheral devices connected or installed on the product, any error messages displayed, the actions taken before the product experienced the issue, and the steps taken to resolve the issue.
- D. Services we perform concerning your products or in your home are subject to other terms and conditions, which we will make available to you upon your request. Such other terms and conditions do not form a part of these Terms and are a separate legal document.
- E. If applicable, you are responsible for dropping off and picking up your product for service at a Electronics Kinect Offices.
- F. You will provide access to the Service Address (and any devices, appliances, products, or equipment requiring technical support or service) during Electronics Kinect's normal business hours for us to provide support and/or services.
- G. You must provide a safe, non-threatening environment for us to provide technical support and/or services.
- H. You must maintain an active payment method on file at all times during Membership, as it is an auto-renewing plan. Failure to maintain an active payment method on file may result in cancellation of your Membership and loss of Member benefits, including any existing Protection Plan(s).

- I. If any building or zoning permits are necessary for installation or repair services, you are responsible for paying for and/or obtaining these permits and the cost associated with these permits.
- J. You will use the service, support and benefits under this Membership for personal, non-business use only and, therefore, you will not resell or otherwise use our services or any benefits provided in connection with this Membership as part of any sale or service that you provide to your customers or for any other commercial use. Notwithstanding the foregoing, legacy contract customers of Total Tech Support, who were using their plan in support of a small business, of 3 seats or less, and who were automatically upgraded to Tech Kinnect, may continue to use Membership Benefits for their small business, of 3 seats or less, for the duration of their upgraded Membership. If you wish to use this plan for a small business we can arrange a meeting with our business development team to get you a Business Level Tech Kinnect Plan.
- K. To start your Tech Kinnect Service Plan your device must be inspected prior to coverage starting. This inspections will check the devices primary and secondary functions to ensure that the device is in proper working order. Any issues with the device will be noted and those issues will not be covered by the Tech Kinect Service Plan until they are repair and the device reinspected.

11. Eligibility for Membership Benefits.

At our discretion, we may ask questions and take steps to verify that the person seeking support or service is a Member or is a family member residing at the same Service Address as the Member and/or is in lawful possession of the product(s) for which that person is seeking assistance. **Further, to receive benefits of Membership, the person seeking entitlement will need provide a service plan number to process any resulting transaction as a Member benefit.** Membership cannot be transferred. You agree only persons who have reached the age of majority may enter into a Membership and accept these Terms and the terms of any Protection Plan issued on eligible products during your Membership.

Membership Benefits will be valid at Electroncis Kinnect-branded retail store locations, ElectronicsKinnect.com, and other select Electroncis Kinnect properties.

12. AUTOMATIC ANNUAL RENEWAL.

ELECTRONICS KINNECT TECH KINNECT BEGINS ON THE DATE IT IS INITIALLY PURCHASED AND WILL CONTINUE INDEFINITELY ON A YEAR-TO-YEAR BASIS UNTIL IT IS CANCELLED. YOU AUTHORIZE US TO CHARGE YOUR DESIGNATED PAYMENT CARD AT THE BEGINNING OF EACH YEARLY BILLING PERIOD FOR THE THEN-CURRENT PRICE FOR TECH KINNECT, SUBJECT TO US GIVING NOTICE TO YOU OF ANY PRICE CHANGES AS PER SECTION 13(G) BELOW. PRIOR TO THE BEGINNING OF EACH YEARLY BILLING PERIOD, WE WILL SEND YOU A REMINDER THAT YOUR DESIGNATED PAYMENT CARD WILL BE CHARGED AT THE START OF THE UPCOMING YEARLY BILLING PERIOD UNLESS YOU CANCEL YOUR TECH KINNECT MEMBERSHIP.

13. Cancellation; renewal; and change of terms or plan price.

- A. **How to cancel Electronics Kinnect Tech Kinnect.** You may cancel Tech Kinnect at any time by calling 1-833-230-4653 or by visiting a Electronics Kinnect store location.
- B. **Impact of Membership Cancellation on Electronics Kinnect Protection and AppleCare+ Plans.** Any cancellation of Tech Kinnect will result in the automatic, immediate cancellation of any Electronics Kinnect Protection or AppleCare+ plans that were provided under your Membership. However, at our discretion, you may be given the option to assume payment and continue a Electronics Kinnect Protection Plan or AppleCare+ plan, as applicable.
- C. **Cancellation within 14 days.** The Member may cancel Electronics Kinnect Tech Kinnect and receive a full refund in the amount paid for Tech Kinnect if the cancellation is within 14 days of purchase of the initial term or any annual renewal term. We may deduct from any refund the value of Membership discounts, services, repairs or benefits already provided during the then-current term. The price you paid for any limited supply item(s) purchased during priority access, Members-only events, is a benefit that we may deduct from an eligible refund if Membership is canceled. In the event that you cancel your plan in in 14 days and you purchased your plan as part of a repair or service any any amount over your plan amount is due in full.
- D. **Cancellation after 14 days.** If the Member cancels Electroncis Kinnect Tech Kinnect at any time after the first 14 days, the Member will be given a pro-rated refund based on the number of days remaining in the billing year beyond the cancellation date except that we may deduct from any refund the value of Membership discounts, services or benefits already provided during the then-current term. The price you paid for any limited supply item(s) purchased during priority access, Members-only events, is a benefit that we may deduct from an eligible refund if Membership is canceled. With the Exception that a deduction can be made from such amount for any Electronics Kinnect Protection Plan repairs or replacement costs incurred during the then-current term at the full repair cost value.
- E. **Cancellation or Suspension of Service by Us.** Your Electronics Kinnect Tech Kinnect Membership may be cancelled by us due to your failure to comply with or fulfill any other material obligation under these Tech Kinnect Terms as determined by us (e.g., business use, failure to maintain an active payment method on file, your fraud or material misrepresentation, or unsafe or offensive work environment/conditions), or your nonpayment of the annual fee or other amounts owed to us under Tech Kinnect (“**Non-Payment Event**”). If a Non-Payment Event occurs, we will provide the Member written notice (e.g., via the email address in your Membership profile) of the Non- Payment Event. If you do not cure the Non-Payment Event, your Membership will be cancelled retroactively to midnight on the last day of the preceding

annual period. 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. 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 Tech Kinect Terms.

- F. **Renewals.** AS EXPLAINED IN SECTION 12 ABOVE, YOUR MEMBERSHIP WILL CONTINUE INDEFINITELY ON A YEAR-TO-YEAR BASIS UNTIL CANCELLED OR NOT RENEWED BY YOU OR US IN ACCORDANCE WITH THESE TERMS. At our discretion, we may discontinue the renewal of your Membership on at least 30 days' prior written notice or offer you a new contract. We will remind you in advance of the renewal of your plan by sending a message to the e-mail address you provided to us. Subject to our responsibility to inform you in advance of a change in price provided in Section 13(g) below, your designated payment card will be charged the amount of the then-current price of Electronics Kinect Tech Kinect if you do not cancel your Membership prior to the applicable renewal date.
- G. **Change of terms or plan price.** We may change the price of the Membership at any time upon 30 days' notice to you. We may in our discretion change these Terms, the Electronics Kinect Privacy Policy, or any aspect of the Membership, without notice to you. If any change to these Terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. **YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THE PRICE FOR THE MEMBERSHIP OR THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.**
- H. **Notice.** We will notify you regarding cancellations, annual renewals of Electronics Kinect Tech Kinect, and changes in price to the e-mail address you provided to us. It is your responsibility to contact us at 1-833-230-4653 to update your e-mail address if necessary. We may also send you any notices to the postal address we have on file for you.

14. 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 [ElectronicsKinnect.com/Privacy](https://www.electronicssports.com/Privacy).

15. Limitations of service.

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

16. Disclaimer of warranties.

THE SERVICES AND BENEFITS PROVIDED UNDER YOUR MEMBERSHIP ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO 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 SERVICES AND BENEFITS PROVIDED UNDER YOUR MEMBERSHIP WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES AND BENEFITS PROVIDED UNDER YOUR MEMBERSHIP 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 SERVICES AND BENEFITS PROVIDED UNDER YOUR MEMBERSHIP OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES AND BENEFITS PROVIDED UNDER YOUR MEMBERSHIP. YOUR USE OF THE SERVICES AND BENEFITS PROVIDED UNDER YOUR MEMBERSHIP AND ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES AND BENEFITS 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 SERVICES AND BENEFITS PROVIDED UNDER YOUR MEMBERSHIP 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 YOU.

17. 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 ORIGINAL PURCHASE PRICE OF THE MEMBERSHIP INCLUDING TAXES. THE LIMITATIONS IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY CAUSED BY OUR GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD.

18. Dispute Resolution by Binding Individual Arbitration.

ANY DISPUTE INVOLVING YOU AND Electronics Kinnect OR ANY OF ITS AGENTS MUST BE RESOLVED THROUGH INDIVIDUAL ARBITRATION, EXCEPT AS FOLLOWS:

- A. ANY DISPUTE FALLING WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT MUST BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; AND
- B. ANY DISPUTE TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION.

“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 Electronics Kinnect, its agents, and its present and future subsidiaries, affiliates, and designees 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 Electronics Kinnect's websites; (2) your membership in any Electronics Kinnect loyalty or rewards program or subscription-based services (e.g., Electronics Kinnect Tech Kinnect); (3) your receipt of delivery, repair or installation services or consultation services provided by Electronics Kinnect or its agents; (4) any communications between you and Electronics Kinnect; (5) application for financing; and/or (6) your purchase of products or services offered, sold, or distributed by Electronics Kinnect 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 an Electronics Kinnect Reward member, Dispute shall also include all disputes that arose before your enrollment in, and after the cancellation or termination of, the Electronics Kinnect Reward program, including any claims that are the subject of a purported class action litigation.

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 DISPUTES. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, LESS DISCOVERY, AND LIMITED APPELLATE REVIEW. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD.

Before either Party may initiate an arbitration proceeding, you and Electronics Kinnect agree to engage in a good faith effort to resolve the Dispute informally for 60 days, unless that time is extended by agreement. If you intend to initiate an arbitration proceeding, you must first send a fully completed notice of your Dispute (the "Notice") to Electronics Kinnect. The Notice must include your name and contact information (address, telephone number, and email address) and information sufficient to enable Electronics Kinnect to identify any transaction at issue. The Notice must also include a detailed description of (1) your Dispute; (2) the specific facts supporting your claim(s); (3) the nature and basis of the damages you claim to have suffered; and (4) a calculation and explanation of the relief sought. Your Notice shall be personally signed by you and sent to Electronics Kinnect at 19 E High St Elizabethtown, PA 17022 or by email at Arbitration@ElectronicsKinnect.com. If Electronics Kinnect intends to initiate an arbitration proceeding, it will send a Notice to you at the contact information we have on file. If requested by Electronics Kinnect as part of this mandatory informal dispute resolution process, you agree to personally participate (along with your counsel, if you are represented) in a telephone conference to discuss the potential resolution of the Dispute between you and Electronics Kinnect. If the Dispute is not resolved within 60 days after receipt of the Notice (or the longer period agreed to by the Parties), you or Electronics Kinnect may proceed with individual arbitration (this informal process is a condition precedent to doing so.). If the sufficiency of a Notice or compliance with this mandatory informal dispute resolution process is at issue, it may be decided by a court at either Party's election, and any formal dispute resolution proceeding shall be stayed pending resolution of the issue. A court shall have the authority to enforce this condition precedent, which includes the power to enjoin the filing or prosecution of a demand for arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in this informal process.

If the Parties are not able to resolve the Dispute through the mandatory informal dispute resolution process referenced above, either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the nature and basis for the claim and includes all of the information required in the Notice. The Party initiating arbitration must include as part of the demand a personally signed certification of compliance with the informal dispute resolution process. You may serve a copy of a demand on our registered agent Fuller Enterprises LLP 19 E High St Elizabethtown, PA 17022 The arbitration will be governed by the AAA's applicable Consumer Arbitration

Rules or Commercial Arbitration Rules (collectively, the “AAA Rules”), as appropriate, and as modified by these Terms, and will be administered by the AAA. The AAA Rules and the form for filing an arbitration claim are available at www.adr.org. If the AAA is unavailable or unwilling to administer the arbitration consistent with this Dispute Resolution section, another arbitration provider shall be selected by the Parties that will administer the arbitration consistent with it. If the Parties cannot agree on a provider, one shall be selected by a court that will administer the arbitration consistent with this Dispute Resolution section.

Payment of all filing, administration and arbitrator fees will be governed by the AAA’s Rules; however, Electronics Kinnect will consider reimbursing the consumer portion of the AAA fees upon a showing of financial hardship.

The Parties shall be responsible for their own attorney’s 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)). The arbitrator shall apply the provisions of Federal Rule of Civil Procedure 68 after entry of the award.

You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or at an in person hearing in the county where you live or at another mutually agreed upon location. Electronics Kinnect reserves the right to request a hearing from the arbitrator. You agree to personally appear at any in person hearing (along with your counsel if you are represented).

YOU AND Electronics Kinnect AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF A CLASS OR ANY OTHER PERSON. The arbitrator may award declaratory or injunctive 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. The arbitrator may not award relief for or against anyone who is not a party to the arbitration proceeding. Further, unless both you and Electronics Kinnect agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. If a court determines that a claim for public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the Parties agree that any claim for public injunctive relief shall be stayed pending arbitration of the remaining claims. If this specific paragraph is found to be unenforceable, then the entirety of this dispute resolution provision (except for the jury trial waiver) shall be null and void.

This paragraph sets forth additional procedures that apply to mass arbitrations. If twenty-five (25) or more similar claims are asserted against Electronics Kinnect by the same or coordinated counsel or are otherwise coordinated, you understand and agree that these additional procedures apply and that the resolution of your Dispute might be delayed. Counsel for the claimants and counsel for Electronics Kinnect shall each select fifteen cases (per side) to proceed first in individual arbitration proceedings as part of a bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of this bellwether process. If the Parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings after conferring in good faith, each side shall select another fifteen (15) cases (per side) to proceed to individual arbitration proceedings as part of a second bellwether process. Each of these thirty (30) cases shall be assigned to a different arbitrator. The remaining cases shall not be

filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings as part of a bellwether process. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator as part of a bellwether process unless the Parties agree otherwise. Identical sets of arbitrators shall not be assigned to sets of bellwether proceedings. This staged process shall continue with thirty (30) cases in each set of bellwether proceedings, consistent with the parameters identified above, including that the remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed, until all the claims included in these coordinated filings, including your case, are adjudicated, settled, or otherwise resolved. The statute of limitations and any filing fee deadlines shall be tolled for claims subject to these additional procedures that apply to mass arbitrations from the time of the first cases are selected for a bellwether process until the time your case is selected for a bellwether process, withdrawn, or otherwise resolved. You and Electronics Kinnect agree to engage in this process in good faith. A court shall have the authority to enforce this paragraph and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against Electronics Kinnect.

If for any reason a claim may proceed 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.

This dispute resolution provision shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, any membership programs or subscription services and your relationship with Electronics Kinnect. Any amendments to this dispute resolution provision shall not affect any then-active or pending arbitration proceeding.

19. Applicable Law.

THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW (OR IN THE ABSENCE OF APPLICABLE FEDERAL LAW, THEN THE LAWS OF THE STATE OF MINNESOTA), WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, WILL GOVERN THESE TERMS AND APPLY TO ANY DISPUTES OR CLAIMS BETWEEN YOU AND Electronics Kinnect.

20. Electronic delivery.

You agree to receive electronic delivery of the Terms, which will be deemed delivered to you (a) when you purchased Electronics Kinnect Tech Kinnect by their availability at ElectronicsKinnect.com/PlanTerms; and (b) when sent to you via a link in the email address you provide to us. You also agree to receive electronic delivery of Protection Plans and related communications when sent to you at the e-mail address provided in the Member profile.

21. Communication.

Electronics Kinnect or any of its affiliates, subsidiaries, and their authorized independent third parties performing services on our behalf may call, text or email you to schedule, provide support or service, update orders, follow up for feedback, and/or inform you about other products/services. Calls may be prerecorded. Calls and texts may be automated. Consent for follow up calls or texts is not a condition of purchase. Message and data rates may apply.

22. Entire agreement.

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