

Lively App on Apple Watch Two-Year Customer Contract

Welcome to the Lively™ family! This Two-Year Customer Contract (“Agreement”) applies to your use of our Lively Health and Safety Plan, including use of the Lively app, Lively Urgent Response, Lively Link™ app, and Urgent Care (collectively referred to herein as “Services” and individually referred to herein as “Service”). References to “Lively”, “our”, “we”, or “us” refers to Best Buy Health, Inc. Please read this Agreement carefully.

1. Your Acceptance of this Agreement

By accepting, you are agreeing to be bound by the terms and conditions of this Agreement. You accept this Agreement by doing any of the following things:

- Activating, using, or paying for your Services;
- Giving us a written or electronic signature indicating your acceptance; or
- Telling us electronically that you accept.

If you do not wish to accept this Agreement, do not do any of the above actions.

You represent that you’re at least 18 years old and have the legal capacity to accept the Terms. If you are ordering for a friend or a member of your family, you are bound by the terms of the Terms, unless and until, your friend or family member has agreed to the terms of the Terms. If you’re ordering for a company, you’re representing that you are authorized to bind the company to the terms of the Terms, where the context “you” means the company.

2. Privacy Policy

Your use of GreatCall Properties is subject to our Privacy Policy. To review our Privacy Policy, [click here](#). Please review the Privacy Policy for more on how we collect and use information.

If you are a California resident and would like to learn more about your rights under California’s laws, please review our [California Privacy Rights page](#). To review our [California Privacy Rights page](#), [click here](#).

3. Term of this Agreement

By taking advantage of the subsidized price of your Apple Watch, you have agreed to a two (2) year term of Lively Preferred Health & Safety, monthly cost of \$29.99. The term of this Agreement will commence on the date you purchased your Lively Health and Safety Plan and will continue in force and effect for a two (2) year term. Once you've completed your contract term, you'll automatically become a customer on a month-to-month basis.

For information on how to cancel your Services once your initial two (2) year term expired, please see below.

4. Your Use of the Services

You agree to comply with U.S. or other applicable law regarding the transmission of any information obtained from the Services in accordance with this Agreement, not to use the Services for illegal purposes or in manner inconsistent with this Agreement, and not to interfere with or disrupt the networks connected to the Services. You agree to use the Services solely for your own noncommercial use and benefit, and not for resale or other transfer or disposition to, or use by or for the benefit of, anyone else. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You acquire no rights to the Services and/or materials we provide to you other than the limited right to utilize the Services in accordance with this Agreement.

5. How Lively App Works

To use the Health and Safety plan with your Apple Watch, you will need to first connect your Apple Watch to your iPhone. Go to the Apple App Store and download the Lively app onto your iPhone. The Lively app will automatically install to your Apple Watch. If the Lively app didn't install on your Apple Watch, you will need to go to the "Watch" app on your iPhone, go to "General" and turn on the toggle for "Automatic app install". You may disable the toggle after the Lively app is installed on your Apple Watch if you prefer. Lastly, you will need to open the Lively app on your iPhone and set it up to connect with your Apple Watch using the in app instructions. For Lively Health and Safety Services to function properly, your account must be current on payment and these conditions must be met:

- be running iPhone iOS 12 and above;
 - be running Apple WatchOS 5 and above;
 - be charged;
 - be powered on;
 - have an adequate wireless signal;
 - be in audible range of the connected device;
 - have location services enabled;
 - have airplane mode off;
 - have Bluetooth on; and
 - be running the Lively app.
- Your Apple Watch must:
 - be paired and connected to your iPhone via Bluetooth and Wifi or have cellular data services; and
 - have adequate battery level.

6. Lively App License Grant

The Lively app software is licensed, not sold, to you by Lively and it is for use only under the terms of this License. The Lively app is intended for your personal, non-commercial use and may not be rented, leased, sold, or redistributed by you. Lively retains ownership of the Lively app software and reserve all rights not expressly granted to you. In its sole

discretion, we may make available app updates and the terms of this License shall govern such updates unless such update is accompanied by a separate license, in which case the terms of that license will govern.

Subject to the terms and conditions herein, you are granted a limited non-exclusive license to use the Lively app software on a single device. You may not, and you agree not to enable others to, reverse engineer, disassemble, attempt to derive the source code of, create derivative works of, or modify the software or any services provided by the software.

You acknowledge and agree that certain Lively app features transmit data through your Bluetooth-paired and connected iPhone and could impact charges to your wireless data plan. You agree that all such charges are your responsibility. You can view and control data use of apps, including the Lively app, in your iPhone settings.

7. Payment Terms

7.1.1. Payment Options

You have the option to make a one-time payment for the full amount of the Services for the term of this Agreement, or to make monthly payments as set forth in Section 8.1.2 below. You may elect to make the one-time payment using any form or combination of forms of tender accepted by Best Buy (excluding lease-to-own). In addition, you may make the one-time payment using a 24-month financing option on the My Best Buy Credit Card. The one-time payment option is only available for in-store purchases.

You are responsible for directly paying all charges for services provided to you by others (such as emergency service providers).

7.1.2. Monthly Payment Option Terms

(a) Your Monthly Payment Responsibilities

You are responsible to make your monthly payment for the Services on time and in full (unless the law provides otherwise). We invoice for Services one month in advance. Invoices are due 18 days from the bill cycle date. A late payment is defined as anything received after that date. Failure to pay your invoice on time could result in Lively suspending or disconnecting your account or assessing a late fee. In addition, failure to pay may result in Lively seeking legal action against you. You are responsible for all costs and expenses related to the collection of your unpaid fees, including attorneys' fees.

(b) Recurring Auto Payments

By activating our Services, you have authorized Lively to charge the credit card or debit card on file for recurring monthly payments. Your monthly service payment will be charged automatically to this credit or debit card, which will be kept on file. To cancel

recurring monthly payment, you can contact our Customer Service Department at 1-(800) 733-6632.

(c) Your Responsibility To Tell Us Right Away About Disputed Charges

If you object to any fees or charges for Services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit, or the law requires a longer period), or you are waiving the dispute. Disputed charges may be sent to Lively c/o Customer Care at 2200 Faraday Ave., Ste. 100, Carlsbad, CA 92008.

7.1.3. Your Responsibility To Pay For Taxes And Government Fees

You promise to pay all federal, state, and local taxes, and other fees and service charges that we are required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

8. 14-Day Return Policy

You can cancel your Services within 14 days of the purchase of your Apple Watch, without having to pay an early termination fee as long as you return the Apple Watch, within that 14 day time period, to any Best Buy store location. Lively and Best Buy will work together to deactivate your Services and refund any fees charged to your credit card, including all associated taxes and fees.

Please see www.bestbuy.com for complete details and information on returning your Apple Watch.

9. Early Termination Fee

In exchange for a subsidized price on the purchase of your Apple Watch, you have agreed to a two-year term for your Services. **If you choose to cancel your Services prior to the end of the two-year term, you will be assessed an early termination fee equal the subsidized discount you received, which could be as high as \$200.** The subsidized discount you received is reflected on your receipt of purchase.

If you wish to terminate early, you may visit a Best Buy store location or call our Customer Service department at 1-800-733-6632 to request early termination. If you cancel your Services during a billing cycle, the cancellation will be effective immediate. However, because Lively does not bill for partial months of Services, your monthly billing charges will not be prorated. Lively will not refund a partial monthly service charge, you will be responsible for the entire billing cycle. In addition, the early termination fee will be charged to your card on file with Best Buy.

10. Canceling Your Services After the Two-Year Term

Once the two-year term expires, you may cancel your Services at any time. All you have to do is call us at 1-800-733-6632 and tell us you want to cancel the Services. We will cancel the Services immediately and you will not be charged for any future months. If you cancel your Services during a billing cycle, the cancellation will be effective immediate. However, because Lively does not bill for partial months of Services, your monthly billing charges will not be prorated. Lively will not refund a partial monthly service charge, you will be responsible for the entire billing cycle.

11. Reactivating Or Changing Your Services

We will only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, or reactivate your Services. If we do any of these things, you agree to pay any charges associated with these requests. We will attempt to retrieve your previously stored Personal Emergency Profile if you reactivate your Services, but we cannot guarantee our ability to retrieve it.

12. Lively Services

12.1. Lively Urgent Response Service

12.1.1. How Lively Urgent Response Works

In the event help is needed, pushing the Lively Urgent Response button or the Lively app complication on your Apple Watch will connect you to a Lively Urgent Response Agent through your connected iPhone and/or Apple Watch, depending on how you placed the call. Calls made to Lively Urgent Response through your iPhone may use your data unlike a normal cellular call. Data usage via the cellular network may incur additional costs as defined by your carrier. Calls made to Lively Urgent Response through your Apple Watch will use cell phone minutes. When the Lively Urgent Response button is pushed, your iPhone or Apple Watch will automatically place an outgoing call to Lively Urgent Response. In some cases, Lively Urgent Response will place an incoming cellular call to your phone number that you must answer to connect. This will use your cell phone minutes, like a normal cellular call and could incur additional costs as defined by your carrier. In the case you are unable to answer your phone, emergency services will be dispatched to your location at your expense.

Lively Urgent Response is only available in the United States. Lively Urgent Response IS NOT A SUBSTITUTE FOR 9-1-1, and in fact, if an Lively Urgent Response Agent conferences in 9-1-1 emergency services on your behalf, there could be a delay in reaching 9-1-1 emergency services. The Service will only work if your account is current on payment and if your device is charged, turned on, has network access, and the Lively Urgent Response is enabled. Lively Urgent Response may not be available in remote or enclosed areas.

You agree that once you enroll in your Lively™ Health and Safety plan, we will be able to track your approximate location whenever your Apple Watch is paired and connected by Bluetooth to your iPhone. You agree that we can provide this information to third-party service providers in case of an emergency or service incident. **However, we cannot guarantee that we can track your exact location, and, in some cases, we may only be able to provide the information provided in your Personal Emergency Profile.**

12.1.2. Your Use Of Lively Urgent Response

You promise not to use Lively Urgent Response for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. If you do any of these things, you agree you will be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from your actions. You are solely responsible for maintaining the content and accuracy of your Personal Emergency Profile in the Lively app.

12.1.3. Your Interactions With Lively Urgent Response Agents

We may record and monitor conversations between you and our Agents, emergency service providers, the police, or other third parties. Please note that our Agents may also remain on the line if they conference in a third-party to assist in completing a service request. Please understand that Lively Urgent Response is not required to release any audio or physical records that are created as part of the Lively Urgent Response without a subpoena (unless otherwise required by law). We will do our best to accommodate you if English is not your first language and you require translation services, but we cannot guarantee the availability or competence of a third-party translator.

12.1.4. Connection To Other Service Providers

Our Agents may link, conference or transfer you to other service providers such as the police, fire department, ambulance service, 9-1-1 emergency services or towing service. We'll use reasonable efforts to contact appropriate service providers for help when you ask for it, but we can't promise that any service providers will respond in a timely manner or at all. Furthermore, we can't promise we will provide the best service provider or guarantee any level of service from such service provider. The laws in some places require an emergency situation to be confirmed before emergency service providers will provide service. We will not contact emergency service providers in these locations in response to your call if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We will attempt to have an agent contact you after you have completed a 9-1-1 call to make sure that you do not need additional assistance but cannot guarantee this service in all cases or for all devices.

12.1.5. Your Responsibility For Others Who Use Lively Urgent Response

You are solely responsible for any use of Lively Urgent Response associated with your Apple Watch, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for the Lively Urgent Response requested by you, or by anyone using the Lively Urgent Response on your behalf. You agree that our Agent may share your information with any authorized person calling Lively Urgent Response on your behalf.

12.2. Optional Services

Additional terms and conditions may apply to your use of Optional Services. If applicable, these terms and conditions are incorporated by reference and made a part of this Agreement. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or product. If there is a conflict between this Agreement and the terms and conditions applicable to a specific service or product, the latter terms shall control with respect to your use of that portion of that service or product.

12.2.1. Lively Link

Lively Link is an optional service that allows you to authorize contacts to have access to information about your Lively Urgent Response enabled-Apple Watch and Service. The information authorized contacts may access includes your current location, your “zone” locations for the past 7 days, your Lively Urgent Response enabled Apple Watch’s power status, and up to 30 days of logged calls to Lively Urgent Response. Authorized contacts may access this information through the Lively Link smartphone or web app. You may add or remove authorized contacts at any time through the Lively Link web app at Link.GreatCall.com.

To the extent you use the Lively Link with your Apple Watch, you are also subject to Lively Terms of Use, which are incorporated herein. To review Lively Terms of Use, please click [here](#).

12.2.2. Urgent Care

Urgent Care, brought to you in partnership with FONEMED®, is not a substitute for dialing 9-1-1 and should not be used in a case of emergency. If you are experiencing a medical emergency, you should seek appropriate emergency medical assistance or call 9-1-1-immediately. FONEMED’s registered nurses and doctors offer advice regarding health care decisions and may prescribe prescriptions and refills for common medications over the phone.

We are not a health care provider and do not provide health care services or medical advice. FONEMED has confirmed that all of its nurses and doctors have appropriate licenses as required under state law. Because we are not a health care provider, we are

not equipped to validate or confirm the accuracy or completeness of any of the advice made available by FONEMED or to determine whether such advice is appropriate for you or your specific needs and we are neither qualified to evaluate, nor responsible for assuring, that these nurses and doctors have the necessary expertise to provide appropriate advice to you. We are not liable for any act or omission, including negligence, of FONEMED or any FONEMED employee, contractor or agent. Use of Urgent Care service does not create any kind of treatment or other patient relationship with doctors or nurses. Urgent Care is not intended to be a substitute for professional medical advice, diagnosis or treatment. You should always seek the advice of your physician or other qualified health care provider if you have any questions about medical treatment or a medical condition.

13. Our Right To Change, Amend, Modify or Supplement Your Service

Unless otherwise prohibited by law, we may change, modify, or supplement any Services provided to you, including, but not limited to, rates, fees, prices, charges or features. We will provide notice regarding material changes to your Services.

If you choose to use your Services after that point, you're accepting the change, modification, amendment, or supplement. If you do not accept the changes, amendments, modifications, or supplements, you can cancel the Service, just by calling us at 1-800-733-6632. Please note, that the Early Termination Fee may apply if you cancel prior to the end of your two-year term.

14. Our Right To Terminate Or Suspend Your Services

We may terminate your Services without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated, and your Services will terminate. This means that we can decide to cease providing the Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. Also, we may terminate your Services without prior notice to you for any good cause. This means, for example, we can terminate your Services immediately if you breach any part of this Agreement, you fail to pay amounts that are due to us, you interfere with our efforts to provide Services, interfere with our business, or if your Services or wireless phone number is used for illegal or improper purposes. You don't have any right to have the Services reactivated, even if you cure any of these problems. Whether we allow you to have Services again will be entirely up to us. We can suspend your Services for any reason. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your Services are being used for any purpose that would allow us to terminate it.

15. Disclaimer of Warranties

While we strive to ensure that our Services are provided without interruption and are accurate and reliable, we, and our suppliers, make no representation or warranty, either expressly or tacitly, for the accuracy, reliability, completeness, correctness or otherwise

with respect to the Services and we assume no liability or responsibility of any kind for omissions or errors in the Services. Use of our Services is at your own risk. We assume no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality, or data transmitted on a device while using our Services.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE, OUR SUPPLIERS, AND OUR THIRD-PARTY CONTENT AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR THIRD-PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS. SPECIFICALLY, WE, OUR AFFILIATES, OUR SUPPLIERS, AND OUR THIRD-PARTY CONTENT AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS INCLUDING ERRORS OR OMISSIONS, CURRENTNESS OR TIMELINESS OF CONTENT, SOFTWARE, TEXT, GRAPHICS, LINKS, OR COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE SERVICES.

To view information regarding our Standard Limited Warranty for the Lively Wearable, [click here](#).

16. Limitations of Liability

We are each waiving important rights. Unless forbidden by law in a particular instance, we each agree as follows: (1) we are not liable for the actions or inactions of any service provider we contact for you, or for our inability to contact any service provider in any particular situation; (2) we, and our suppliers, are not liable to you for any injuries to persons or property arising out of or relating to your use of your Apple Watch or iPhone; (3) OUR MAXIMUM LIABILITY TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE CHARGES TO YOU FOR THE SERVICES RELATING TO THE PERIOD OF SERVICES DURING WHICH SUCH DAMAGES OCCUR; (4) UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT YOUR MAXIMUM LIABILITY TO US UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US, (5) NEITHER YOU NOR WE CAN RECOVER PUNITIVE DAMAGES, TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR ATTORNEY'S FEES (YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT), (6) no one is liable to you for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third-party, by buildings, hills, tunnels, network congestion, weather, or any other things we do not control, (7) notwithstanding anything else in this Agreement, you agree to excuse any non-performance by us or any service provider caused in whole

or in part by an act or omission of a third party, or by any equipment failure, act of God, natural disaster, strike, equipment or facility shortage, or other causes beyond the control of us or our service providers, (8) you agree that neither we nor any service provider who sends you data or information through the Services is liable for any errors, defects, problems, or mistakes in that data or information, and (9) you agree that the limitations of liability and indemnities in this Agreement will survive even after the Agreement is terminated.

These limitations of liability apply not only to you, but to anyone using the Services on your behalf, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your Services. Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

The supplier of wireless services to we shall have no liability whatsoever for your losses, claims or damages for any cause whatsoever, including but not limited to any failure or disruption of wireless services provided hereunder, regardless of the form of action, whether in contract, tort or otherwise. You shall not be deemed a third-party beneficiary of any contract between Lively and our supplier of wireless services.

The content or services of third-party providers may be suspended or discontinued at any time, and the third-party providers do not guarantee that any content or service will remain available for any period of time. Such content and services may utilize networks and transmission equipment outside the control of Lively or the third-party providers and Lively and the third-party providers disclaim liability for any interruption or suspension of such content or service provided through the device.

UNDER NO CIRCUMSTANCES WILL WE, OUR AFFILIATES, OUR SUPPLIERS OR ANY THIRD PARTY PROVIDERS BE LIABLE, WHETHER UNDER CONTRACT OR TORT OR UNDER ANY OTHER BASIS, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM, OR IN CONNECTION WITH, THE INFORMATION CONTAINED IN, OR AS A RESULT OF THE USE OF ANY CONTENT OR SERVICES BY YOU OR ANY OTHER, EVEN IF WE, OUR AFFILIATES, OUR SUPPLIERS OR SUCH-THIRD PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF LEGAL RIGHTS OF THE CONSUMER, IT IS POSSIBLE THAT THESE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY IN SUCH JURISDICTIONS.

17. Governing Law

To the fullest extent permitted by law, and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the state of California, in accordance with the Federal Arbitration Act, if applicable, without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

18. Our Relationship With You

This Agreement does not create any fiduciary relationships between you and us. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

19. Modification of this Agreement

This Agreement may be updated, modified, or changed from time to time by Lively without notice to you. Any changes, amendments, modifications, or supplements to this Agreement will be posted on the Lively website. The date of the latest version of the Agreement will be indicated at the bottom of this page. Be sure to check the Lively website from time to time to make sure that you are aware of the most recent Agreement, which will govern your use of our products and services.

Your continued use of the Services constitutes your agreement to any changes, modification, or updates.

20. Assignment of this Agreement

You cannot assign or transfer this Agreement or your obligations to anyone else.
Lively can assign this Agreement in whole or in part to anyone we choose.

21. DISPUTE RESOLUTION BY BINDING ARBITRATION

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

- 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
- 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 Best Buy, its agents, and its present and future subsidiaries, affiliates, and designees – including, but not limited to, GreatCall, Lively, Geek Squad, Magnolia, and Pacific Sales – whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory. Examples of relationships or interactions giving rise to a covered claim include, without limitation: (1) your use of Best Buy's websites; (2) your membership in any Best Buy loyalty or rewards program (e.g., My Best Buy®) or subscription-based services (e.g., Total Tech Support); (3) your receipt of delivery, repair or installation services or consultation services provided by Best Buy or its agents; (4) any communications between you and Best Buy; (5) application for financing; and/or (6) your purchase of products or services

offered, sold, or distributed by Best Buy including, but not limited to, any Dispute arising from the advertising of, or the sales practices related to, such products and services. If you are a My Best Buy® member, Dispute shall also include all disputes that arose before your enrollment in, and after the cancellation or termination of, the My Best Buy® program, including any claims that are the subject of 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.

Either Party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (AAA) that describes the basis for the claim. You may serve a copy of a demand on our registered agent CT Corporation System, Inc., 100 South Fifth Street, Suite 1075, Minneapolis, MN 55402. The arbitration will be governed by the AAA's 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. Payment of all filing, administration and arbitrator fees will be governed by the AAA's Rules; however, we will reimburse those fees (but not any attorney's fees) for claims totaling less than \$10,000 except where (1) the claims fall within the jurisdictional scope and amount of an appropriate small claims court and, despite the requirement in this provision that such claims be brought in small claims court, you instead filed with AAA; or (2) the arbitrator determines your claims are frivolous. If the arbitrator finds that either the substance of your claim or the relief sought in your demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Best Buy for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. 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.

YOU AND BEST BUY 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, 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 Best Buy 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

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.

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. Any amendments to this dispute resolution provision shall not affect any then active or pending arbitration proceeding.

22. This Is The Entire Agreement

This Agreement, in addition to the policies and other terms referenced herein, is the entire agreement between you and us with respect to your Services. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by Lively, unless otherwise stated herein. If any part of this Agreement is considered invalid, the rest of it will remain enforceable. No waiver of any part of this Agreement or of any breach of it, in any one instance will require us to waive any other instance or breach. In some circumstances we might decide to provide you service voluntarily even if you would not otherwise qualify. This will not be a waiver or require us to do so again.

Effective Date: **May 20, 2021**