

Best Buy® Business Advantage Accountholder Agreement

This Best Buy® Business Advantage Accountholder Agreement (this “**Agreement**”) by and between you, or on behalf of the “applicant” set forth in the application (the “**Accountholder**”), and Multi Service Technology Solutions, Inc. (dba TreviPay) (“**MSTS**” or “**TreviPay**”), a Florida corporation with reference to the following facts:

WHEREAS TreviPay is engaged in the business of providing a purchase program for products and services offered for sale by Best Buy Store, LP (Best Buy Stores, LP, together with any of its subsidiaries or affiliates, collectively, “**Best Buy**”), and which program is called Best Buy® Business Advantage, under which purchase program, TreviPay will provide financing services to Accountholder, pursuant to the terms set forth herein (the “**Purchase Program**”); and

WHEREAS Accountholder requests TreviPay to provide such Purchase Program.

NOW THEREFORE, in consideration of the mutual covenants provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound as follows:

1. **Issuance of Net Terms Account.** Upon review and approval by TreviPay of the Accountholder application, TreviPay will issue the Accountholder a Purchase Program account (the “**Account**”) identified by an Account specific identification number and will extend to the Accountholder such net terms as is determined by TreviPay in connection with such application. The Best Buy® Business Advantage cards and/or account numbers (“**Card**” or “**Account**”) are issued by, and net terms is extended by, TreviPay, P.O. Box 10922, Shawnee Mission, KS 66225. Best Buy® Business Advantage cards are optional, and are only issued if the Accountholder for an Account issues a request for a Card.
2. **Net Terms Evaluation/Security Deposit.**
 - a. The Accountholder hereby authorizes TreviPay and its employees, attorneys, agents, assigns, and successors to obtain from and share with Best Buy® in connection with the Purchase Program any information Accountholder submits as part of the application, and authorizes TreviPay to investigate the credit history in connection with Accountholder’s application, including, without limitation, obtaining commercial credit reports on Accountholder, direct inquiries to businesses where Accountholder has Accounts, and review of personal credit histories, where appropriate, by obtaining consumer credit reports, and direct inquiries to businesses where Accountholder has Accounts. TreviPay represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve net terms for Accountholder’s business and will not be used with respect to any decision to extend net terms for personal, family or household purposes. If TreviPay determines that net terms cannot be extended based on existing credit history or current credit events, then TreviPay, in its discretion, may approve an Account creation by requiring a security deposit, guaranty, or other collateral in order to open or to continue the Account.
 - b. If TreviPay approves the Accountholder’s application for net terms, the Accountholder authorizes TreviPay to perform periodic credit history investigations and to periodically obtain additional commercial reports on the Accountholder to determine whether the Accountholder continues to meet the requirements for an Account.
 - c. Small Business Evaluation. Where used throughout this Agreement, the term “**You**” refers to the Principal Owner of the Accountholder who is completing the Account application on behalf of Small Business Accountholder and approving this Agreement. For purposes of this Agreement, “**Principal Owner**” means an owner of 25% or more of the Accountholder and a “**Small Business**” is any enterprise with less than \$10,000,000 in annual revenue. If the Accountholder is a Small Business, You authorize TreviPay to obtain a consumer report on You from a consumer reporting agency to determine whether the Accountholder meets the minimum requirements for an Account. If TreviPay approves the Accountholder’s application for net terms and the Accountholder is a Small Business, You authorize TreviPay to perform periodic credit history investigations and obtain additional consumer reports on You to determine whether the Accountholder continues to meet the requirements for an Account.
3. **Program Usage.** Participation in the Purchase Program by the Accountholder is subject to TreviPay’s approval of Accountholder’s application and Accountholder’s acceptance of all terms and conditions contained herein, or on the Program Website (as defined below), as amended from time to time by TreviPay in its sole discretion, and Accountholder’s utilization of the net terms Account limits provided hereunder shall be considered acceptance of this Agreement and the terms and conditions as set forth herein and as amended. This Agreement and the terms and conditions contained herein may be amended, modified, or otherwise supplemented from time to time by TreviPay upon prior written notice, and if no effective date of the revised terms is provided in such notice, then such revised terms are effective as of the date of such notice (for purposes hereof, email notification shall constitute written notice). After receipt of such notice, Accountholder’s continued possession or use of its Account under the Purchase Program shall be deemed acceptance of such revised terms and conditions.

If Accountholder does not accept the changes, then Accountholder must close its Account by notifying TreviPay, within fifteen (15) days of receipt of notice, using the telephone number or email address located at the bottom of the Program Website, and pay all outstanding and pending amounts payable under the Account in full, prior to the effective date of the change. Usage by the Accountholder includes the retention or use of the Account by (i) the Accountholder as named on it, (ii) any person or entity under Accountholder’s direction or control, and (iii) any Best Buy Business account manager to whom the Accountholder or any person or entity under Accountholder’s direction or control has, at any time supplied Account numbers.

As a condition of participating in the Purchase Program, Accountholder consents to receive transactional and marketing information from TreviPay and/or Best Buy via e-mails or through BestBuyBusinessAdvantageAccount.com ("**Program Website**"), or any other method of communication as determined by TreviPay. Accountholder should print or otherwise save copies of any Account history, statements, and related communications from TreviPay for its own records. Under no circumstances may Accountholder use the Purchase Program for non-commercial purposes.

4. Ownership of Account.

- a. All Accounts issued in connection with the Purchase Program are non-transferable. Accountholder will be responsible for all charges incurred through the use of the Account issued hereunder. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use. If Cards or Account Numbers are lost or stolen, it is the Accountholder's sole responsibility to deactivate the Account number by calling TreviPay immediately at 800-201-4882 to prevent unauthorized usage and any unauthorized usage prior to such notification shall remain the Accountholder's responsibility. Upon receipt of such notice, TreviPay will suspend and/or close the Account and will take commercially reasonable steps to prevent the usage of the Account. If the Account is honored prior to the receipt of such notice, Accountholder will be responsible for all charges incurred through the use of the Account. Accountholder must follow-up telephone notification with written notification sent directly to TreviPay, P.O. Box 10922, Shawnee Mission, KS 66225, via e-mail or through the Program Website.
- b. Accountholder shall be responsible for all unauthorized usage of Account prior to notification in accordance with this Section 4 except for unauthorized usage related to Account numbers that have been compromised, stolen, or otherwise misappropriated due to gross negligence or willful misconduct on the part of TreviPay.
- c. The Accountholder is responsible for protection of password(s) and access to the Program Website and agrees it is liable for any unauthorized uses of the Program Website and the Account as set forth in this Section.
- d. Access to the Program Website must be restricted to officers or other authorized representative(s) of Accountholder. In the event a password is lost or compromised, or Accountholder believes there may have been any unauthorized access to its Account, it must immediately notify TreviPay. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through the Program Website, or in a written notice or in an email from an officer and/or authorized representative of the Accountholder as set forth in Section 4(a), or as otherwise agreed to by TreviPay.

5. Representations and Warranties. Accountholder represents and warrants the truth, completeness, and accuracy of the following in connection with the Agreement (if the Accountholder is a Small Business, You also represent and warrant the following):

- a. The financial information and all other information provided by Accountholder as part of the Purchase Program;
- b. This Agreement is valid, binding, and enforceable;
- c. The execution of this Agreement and the performance of its obligations hereunder are within the Accountholder's (or its designee's) and Your power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder or You with any other party;
- d. Accountholder has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Account;
- e. The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by Accountholder of any duty arising in law or equity;
- f. Accountholder possesses the financial capacity to perform all of its obligations hereunder;
- g. The extension of net terms by TreviPay to Accountholder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family, or household use;
- h. If the Accountholder is a Small Business, You are a Principal Owner of the Accountholder and You are authorizing TreviPay to obtain Your consumer report in connection with the net terms evaluation process, as well as to obtain additional consumer reports on You in the future to ensure that the Accountholder continues to meet the requirements for an Account; and
- i. This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.

6. Limitations of Warranties. TreviPay's sole function in connection with the Pay By Invoice Program is to furnish financial services and accommodations to Accountholder. TreviPay is not a seller of the merchandise or services obtained from Best Buy or any Best Buy locations or any Best Buy Affiliate. TreviPay does not warrant or make any representations regarding any merchandise or services from any source obtained by Accountholder under the Purchase Program, nor does TreviPay make any representations or warranties with respect to any e-commerce site Best Buy owns ("**E-commerce Site**"), the functionality or the security of the E-commerce Site, or in any other respect regarding the E-commerce Site. TreviPay neither sells nor warrants in any respect any of the goods or services obtained from Best Buy or Best Buy locations or affiliate, or

any other third party under the Purchase Program, or from Best Buy and any affiliates of Best Buy or any other third party through whom Accountholder can use its Account to purchase goods in any other location from time to time. TreviPay's sole function in connection with the Purchase Program is to furnish financial services and accommodations to the Accountholder. **TREVIPAY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH MERCHANDISE OR SERVICES PURCHASED FROM BEST BUY, ITS SUBSIDIARIES OR ANY OF ITS AFFILIATES, OR ANY BEST BUY LOCATION OR OTHER THIRD PARTY, OR THROUGH THE E-COMMERCE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ACCOUNTHOLDER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST TREVIPAY IN CONNECTION WITH ANY OF THE FOREGOING.**

Best Buy is not an issuer of net terms and, therefore, does not warrant or make any representations regarding any net terms that the Accountholder may be issued or that may be available for use by the Accountholder.

7. **Indemnification and Limitation of Liability.** Accountholder shall indemnify and hold TreviPay harmless against all losses, damages, costs, expenses (including attorneys' fees), and liability, including any third party claims, which may result from: (i) the proper performance of TreviPay's obligations hereunder; (ii) any negligent, fraudulent, or wrongful act or omission of Accountholder, its directors, officers, agents, employees, and subcontractors; or (iii) any breach by Accountholder of the Agreement made hereunder. To the extent that Accountholder is prohibited by Applicable Law from agreeing to indemnify TreviPay, Accountholder shall nevertheless hold TreviPay harmless to the full extent permitted by Applicable Law. For purposes of this Agreement, "**Applicable Law**" means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority with jurisdiction over TreviPay, Accountholder or this Agreement.

IN NO EVENT SHALL TREVIPAY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF ANY DATA BREACH, IP INFRINGEMENT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY BEST BUY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY DEALERSHIP OR OTHER THIRD PARTY, IN CONNECTION WITH THE PURCHASE PROGRAM, OR FOR BEST BUY'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES', OR ANY DEALERSHIP'S OR OTHER THIRD PARTY'S, FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO TREVIPAY FROM TIME TO TIME OR FOR BEST BUY'S OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR ANY OTHER THIRD PARTY'S FAILURE TO CORRECTLY INVOICE OR CHARGE TAX OR VAT FOR ANY TRANSACTIONS MADE THROUGH THE PURCHASE PROGRAM.

IN ADDITION, UNDER NO CIRCUMSTANCES SHALL TREVIPAY HAVE ANY LIABILITY TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY BEST BUY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR BY ANY DEALERSHIP OR OTHER THIRD PARTY, OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER ELSEWHERE.

IN NO EVENT SHALL BEST BUY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF (I) ANY DATA BREACH, OR BREACH OF CONFIDENTIALITY BY TREVIPAY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OF PERSONAL INFORMATION OR ACCOUNTHOLDER DATA RECEIVED BY TREVIPAY, IN CONNECTION WITH THE PURCHASE PROGRAM.

ACCOUNTHOLDER ACKNOWLEDGES THAT EMAIL IS NOT A SECURE FORM OF TRANSMISSION AND THAT IT MAY POTENTIALLY BE INTERCEPTED OR OTHERWISE OBTAINED BY PERSONS OTHER THAN THE INTENDED RECIPIENT AND WAIVES ALL RIGHTS AND REMEDIES PERTAINING TO THE COMPROMISE OF ANY ELECTRONIC COMMUNICATION BETWEEN TREVIPAY AND BEST BUY, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IN CONNECTION WITH THE PURCHASE PROGRAM. ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT BOTH BEST BUY'S AND TREVIPAY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PAST 12 MONTHS OR \$10,000.

8. **Net Terms Account Limit.** A net terms Account limit will be assigned to each Accountholder, subject to TreviPay's determination of the creditworthiness of such Accountholder's application pursuant to Section 1. The calculation of such net terms Account limit shall include the outstanding amounts of all purchases Accountholder has made under the Purchase Program, whether billed or unbilled. If Accountholder finds its net terms Account limit to be inadequate, then Accountholder may notify TreviPay by calling 800-201-4882 or through the Program Website to the extent available, and requesting a modification to its net terms Account limit. Accountholder may be required to provide additional evidence as may be necessary to support Accountholder's creditworthiness in TreviPay's sole discretion. TreviPay will review and modify net terms Account limits in accordance with TreviPay's policies. TreviPay reserves the right to lower, suspend or terminate the net terms Account assigned to an Accountholder at any time and for any reason in its sole discretion.

9. **Payment / Late Fees.**

- a. Accountholder shall make payments to TreviPay or TreviPay's designee as frequently as may be necessary to keep the outstanding Account balance within the net terms Account limit and in compliance with the payment terms set forth herein. If Accountholder or its bank for any reason should fail to timely pay any amount due TreviPay fails to cure a past-due amount within 15 days of notice from TreviPay, Accountholder understands and agrees that TreviPay may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security pledged by Accountholder for the benefit of TreviPay. If Accountholder's bank should fail to honor payment to TreviPay or any outstanding amounts due in connection with Accountholder's Account becomes delinquent and Accountholder has failed to cure within 15 days of notice from TreviPay, then TreviPay may require immediate and full payment of all outstanding amounts. In the event that a payment made to TreviPay or TreviPay's designated agent is returned by the Accountholder's bank, then TreviPay reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of \$50.00 per instance or the maximum amount

permitted by law, if less. Accountholder may pay its Best Buy® Business Advantage billing statement by check or direct debit to its bank account via automated clearing house (ACH), or through Electronic Funds Transfer (EFT), wire, or such other means as approved by TreviPay from time to time (to the extent payment is made by check, Accountholder shall send the payment to the address on the billing statement). Accountholder shall notify TreviPay of its election to pay any amounts due and payable hereunder through ACH, EFT or check via the Program Website or as otherwise instructed to TreviPay.

- b. Account Statements will be distributed daily, and Accountholder payments are due within 30 days of the statement date. Statements outstanding more than 30 days are considered delinquent. TreviPay shall apply all payments received to the total amount due by Accountholder. Statements that have a remaining balance after the due date are considered delinquent. To the extent allowable by Applicable Law, delinquent Accounts may be assessed late fees at a monthly rate of the lesser of one and a half percent (1.5%) of the transaction value per month on all outstanding transactions or the maximum percentage interest rate assessable pursuant to Applicable Law. Late fees are assessed on each subsequent invoice in which such late fees have accrued. Such late fees are only assessed on outstanding amounts and are not based on the entire amount billed in a billing period. Late fees may be waived or modified by TreviPay in its sole discretion with written notice to the Accountholder. The Accountholder is liable for all late fees assessed to the Account and must pay these charges to maintain the Account below the net terms Account limit and in good standing. TreviPay reserves the right to apply payments first to any accrued interest and then to billing statements on a first-in, first out basis.
 - c. TreviPay may offset any amounts owed by Accountholder to TreviPay against any claims TreviPay has against the Accountholder. Accountholder is and shall be liable to TreviPay for all costs and expenses incurred by TreviPay in collection and enforcing its rights hereunder, including but not limited to, late charges and reasonable attorneys' fees, if any, incurred by TreviPay to collect all amounts due on Accountholder's Account.
 - d. The payment terms stated in this Agreement and/or any subsequent amendments, apply to all invoices, and supersede the payment terms of any Purchase Order (P.O.), third party contract or any other documentation the Accountholder may have signed.
 - e. In the event that the Accountholder maintains a positive Account balance on the Account for longer than three (3) months and the Accountholder does not provide TreviPay with instruction on how to handle the positive Account balance, TreviPay is hereby authorized to deduct and retain a dormancy and Account management fee equal to two percent (2%) of the positive Account balance per month so long as the positive Account balance exists.
10. **Disputes.** Accountholders have one hundred eighty (180) days from the original invoice date to dispute charges. If an Account transaction is not disputed within one hundred eighty (180) days from the original invoice date in accordance with the terms hereof, or such other time period as set forth herein, then the Accountholder is liable for all charges related to the transaction. Accountholder acknowledges and agrees that TreviPay may rely solely on Best Buy's determination with respect to any dispute, and such decision with respect to such dispute shall be final as between TreviPay and Accountholder. Accountholder agrees to make payment of disputed charges within thirty (30) days of written notice to Accountholder from BestBuy or TreviPay that such dispute has been denied by, or resolved in favor of, Best Buy or TreviPay.

A CLAIM OF A DISPUTE ARISING FROM ANY ISSUE OTHER THAN A BILLING ERROR OR UNAUTHORIZED CHARGE (FOR EXAMPLE, BUT NOT AS A LIMITATION, DISPUTES ARISING FROM WARRANTY CLAIMS, REPRESENTATIONS, PRODUCT QUALITY, OR INCORRECT PRODUCT RECEIVED AND ACCEPTED BY ACCOUNTHOLDER) REGARDLESS OF HOW SUCH DISPUTE IS ULTIMATELY RESOLVED BY BEST BUY, SHALL UNDER NO CIRCUMSTANCES BE CONSIDERED A DEFENSE TO PAYMENT OF THE UNDERLYING OBLIGATION TO TREVIPAY AND ALL OBLIGATIONS SHALL BE DUE BY THE INVOICE DUE DATE UNLESS OTHERWISE AGREED TO BY TREVIPAY IN WRITING, AND ACCOUNTHOLDER HEREBY WAIVES ANY AND ALL SUCH DEFENSES TO PAYMENT THAT ARISE AS A RESULT OF A CLAIM OF BREACH OF A REPRESENTATION OR WARRANTY BY BEST BUY, TREVIPAY, OR OTHERWISE THAT IT MAY BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT.

11. Choice of Law; Jurisdiction; Venue / Waiver of Immunity / Trial by Jury.

- a. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Kansas, without reference to conflicts of laws principals, and it is agreed that jurisdiction of any legal action connected with this Agreement, including without limitation, the class action waiver provided in this Section, shall be exclusively in the state or federal courts located in the State of Kansas. To the extent that Accountholder is prohibited by Applicable Law from agreeing to selecting the laws of the State of Kansas as governing law for this Agreement, this Agreement will be governed by the laws of the state in which Accountholder is domiciled, without reference to conflicts of laws principles. The law governing this Agreement based on the foregoing provision is hereinafter referred to as the "**Governing Law**". Notwithstanding the foregoing, TreviPay may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper. To the extent that Accountholder is prohibited by Applicable Law from agreeing to jurisdiction and venue for any legal action connected with this Agreement being the state courts located in Johnson County, Kansas or the U.S. District Court for the District of Kansas, both TreviPay and Accountholder may choose to pursue legal action in any state or province in which Accountholder does business or where jurisdiction may otherwise be proper. **ALL ACTIONS, CLAIMS, DISPUTES AND PROCEEDINGS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND ACCOUNTHOLDER WILL NOT UNDER ANY CIRCUMSTANCES CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY TREVIPAY.**
- b. The Accountholder agrees that in the event of default, TreviPay may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.

- c. To the fullest extent permitted by Applicable Law, Accountholder expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by TreviPay against Accountholder or Accountholder's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Accountholder to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Accountholder's revenues and/or assets (whether before or after judgement); and (e) execution or enforcement of any judgement to which Accountholder or Accountholder's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. To the extent that Accountholder is prohibited by Applicable Law from waiving a defense of immunity on the grounds of sovereign immunity, the foregoing provision will be of no force or effect. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE TERMS AND CONDITIONS. No action shall be brought against TreviPay by Accountholder arising out of any transactions charged to any Account in accordance with this Agreement more than one (1) year from the date thereof or, if less, such period of time set forth by Applicable Law.
12. **Term and Termination.** This Agreement will continue in effect until terminated by either party to this Agreement immediately upon written notice to the other at the mailing address or email address, in the case of TreviPay, as set forth herein, or in the case of Accountholder, at the mailing address or email address set forth in the Accountholder application or maintained in the Program Website. This Agreement may be terminated by either party at any time by giving written notice to the other party; provided, however, that such termination shall not relieve Accountholder of any outstanding amounts owed to TreviPay in connection with such Accountholder's Account. Upon termination, all Cards and Account numbers shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Cards or Account numbers in the possession or under the control of the Accountholder upon termination of this Agreement, Accountholder shall have the responsibility to pay all amounts outstanding, which shall become immediately due and payable, according to the agreed-upon payment terms. All terms and provisions by their nature that should survive the termination of this Agreement shall so survive and continue in full force and effect after the termination or expiration of this Agreement, including, without limitation, Sections 6, 7, 10, 11, 12, and 15.
13. **Assignment.** TreviPay may assign or otherwise transfer this Agreement and any and all rights and obligations hereunder without prior notice to Accountholder. Accountholder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of TreviPay.
14. **Waiver and Amendment.** Failure by TreviPay to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by TreviPay. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
15. **Electronic Communication.** This Agreement authorizes TreviPay and Best Buy to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication in the Accountholder application or maintained at the Program Website as described in Section 3 above. Accountholder acknowledges that the email communications may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. In consideration of TreviPay's and Best Buy's willingness to provide the information to Accountholder via email, Accountholder agrees that it will not hold TreviPay or Best Buy responsible for any email communications intercepted or received by anyone other than the intended recipients. Accountholder hereby releases TreviPay and its affiliates, and each of their agents, employees and representatives, from any and all liabilities, claims, losses, damages, injuries and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend and hold harmless TreviPay and Best Buy and their affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder's obligations, as set forth in this Section, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of TreviPay, or its employees or agents, or Best Buy or their employees, or agents.
16. **Correspondence.** All written correspondence, with the exception of payments, pertaining to Accountholder's Account should be sent to the following address via certified or registered mail, overnight courier:

Multi Service Technology Solutions, Inc. (dba TreviPay)
6450 Sprint Parkway, Suite 3B203
Overland Park, KS 66211
ATTN: Best Buy® Business Advantage Program

17. **Accountholder Data and Personal Information.** The applicant acknowledges that TreviPay will use Applicant's Accountholder Data as part of the application process.

Accountholder shall ensure, for the duration of the Agreement, that any Accountholder Data and any Personal Information provided to TreviPay or Best Buy is accurate, reliable, and relevant to the Purchase Program. Accountholder represents that its collection and disclosure of Personal Information to TreviPay or Best Buy, and TreviPay's or Best Buy's use of such Personal Information in connection with the Purchase Program, shall not violate, or infringe upon an individual's data privacy rights afforded under, any Applicable Law, statute, or regulation.

In the event that Accountholder provides Personal Information to TreviPay or Best Buy, Accountholder acknowledges and agrees that each of TreviPay and Best Buy shall, in addition to the terms and conditions set forth herein, collect, use, and disclose such Personal Information in accordance with its own website Privacy Policy, which may be amended from time to time and is accessible at [TreviPay Privacy Center](#) and at

[Best Buy Privacy](#) respectively, and Accountholder shall provide the Privacy Policy, or a link thereto, to any individual whose Personal Information is provided to TreviPay or Best Buy® by Accountholder. Accountholder hereby authorizes and directs TreviPay and Best Buy to disclose any Personal Information to any third party with whom TreviPay or Best Buy has a business relationship that governs, or otherwise relates to, Accountholder's obligations, responsibilities, services rendered, or benefits provided for, under the Purchase Program.

For purposes of this Section 17, the term **"Personal Information"** means any information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information, that is linked or linkable to a specific individual, and that is subject to, or otherwise afforded protection under, an applicable data protection law, and **"Accountholder Data"** is any other information provided by the applicant as part of the application process.

18. **Trademarks.** The Best Buy marks, including The Best Buy® Business Advantage is a registered trademark owned by Best Buy. The TreviPay marks are trademarks owned by Multi Service Technology Solutions, Inc.
19. **Effective Date.** This Agreement shall be effective on the date on which Accountholder executes this Agreement.
20. **Third Party Beneficiary/ Agency.** Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation to any third party, nor does this Agreement create any third-party beneficiary rights in the Accountholder with respect to any other agreement that may exist between TreviPay and Best Buy. Accountholder acknowledges and agrees that with respect to Best Buy, TreviPay is an independent contractor in the performance of all its Services under the terms of this Agreement, and nothing in this Agreement will be construed to create any relationship of employer and employee between TreviPay or TreviPay's directors, officers, employees, agents, and servants and Accountholder or Best Buy. Nothing in this Agreement will be construed to create any joint venture, agency, or partnership relationship between TreviPay and Accountholder or Best Buy.
21. **Joint and Several Obligations.** To the extent Accountholder requests, submits, or approves to add a subsidiary, affiliate, or other third party as a sub-Account (a **"Sub-Account"**) under Accountholder's primary Account with TreviPay (the **"Parent Account"**), whether through the Purchase Program portal or directly to TreviPay, regardless of whether such Sub-Account entity(ies) become individually responsible to TreviPay for any obligation under this Agreement or any other agreement with TreviPay, and regardless of whether or not any such Party is now or hereafter becomes responsible to TreviPay for any of the obligations, or any part thereof, whether under this Agreement or any other agreement, shall cease to be so liable, Accountholder hereby declares and agrees that the terms of this Agreement shall apply in all respects to each Sub-Account, and Accountholder further acknowledges and agrees that Accountholder as the Parent Account shall be jointly and severally liable for, and absolutely and unconditionally guarantees the payment of, any and all obligations owing to TreviPay of each such Sub-Account at all times immediately on demand, regardless of whether or not TreviPay has exercised any or all rights and remedies available to it against such Sub-Account. Such obligation of the Accountholder as the Parent Account shall be a primary obligation of the Accountholder, regardless of whether or not demand has been made on the Sub-Account by TreviPay, or whether TreviPay has exhausted all rights and remedies against the Sub-Account.
22. **Future Reference.** Please retain this Agreement for future reference.

SIGNATURE:

By clicking "Yes", Accountholder certifies that all information provided in connection with Accountholder's application and Account to be true and correct, and agrees to be bound by the terms and conditions set forth above.