

# Best Buy Business Application

Business Pro Name \_\_\_\_\_

Customer Account Number \_\_\_\_\_

## REQUIRED DOCUMENTATION / WHERE TO SEND YOUR APPLICATION

HSBC Retail Credit (USA) Inc. requires that all requested documentation be received before the application process begins. Should you have any questions, please call 1-800-811-7276. If the requested credit line is greater than \$50,000 or if no personal guaranty is given, you may be required to submit your latest financial statement or most recent tax return. If business entity is a tax-exempt organization, please provide tax-exempt documentation. Using blue or black ink, please complete all sections of the application, including the Personal Guaranty Section if necessary, include the requested financial information, and FAX TO 1-952-430-7894.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

### A. Type of Account

Revolving  Net

### B. Requested Credit Line

Requested Credit Line \_\_\_\_\_

### C. Business Information

Business Contact E-Mail Address		Business Name (Maximum 26 characters)		DBA (Doing Business As)	
Business Physical Address			City	State	Zip
Business Billing Address (If different)		Department Name / Attention To:	City	State	Zip
Business Shipping Address			City	State	Zip
Business Phone # ( )			Business Fax # ( )		
Billing Contact Name		Billing Contact Phone # ( )	Parent Company Name (If applicable)		
Parent Company Address			City	State	Zip
Year Business Established		Number of Employees		Federal Tax ID (FEIN)	

Business Type (Select One):

Sole Proprietorship  Partnership  Public School  Limited Liability Company  Government Agency  Non-Profit\*  Corporation  Private School\*

\* For Non-Profit and Private Schools, Financial Statements or Personal Guaranty is required if in business less than 2 years.

### D. Personal Guaranty (Required for all Sole Proprietorships and Partnerships. Also required for Corporations and LLC's in business less than 2 years)

As an inducement to HSBC Retail Credit (USA) Inc. to finance the purchase of goods or services by the business entity that has signed the Business Account Application, the undersigned ("Guarantor") unconditionally guarantees the prompt payment when due, or on demand, of the full amount of indebtedness due to HSBC Retail Credit (USA) Inc. from the business entity, including all charges, expenses and fees (collectively, the "Account"). Guarantor authorizes HSBC Retail Credit (USA) Inc. to investigate Guarantor's business and/or personal credit and to furnish information about the Account and Guarantor to credit reporting agencies and others, including HSBC Retail Credit (USA) Inc.'s affiliates.

First Name		Middle Initial	Last Name		Date of Birth
Home Address			Unit Number	City	State Zip
Home Phone # ( )		Social Security #		Annual Income	
Signature					Date

### E. Purchasing Information / Authorized Users

Are all purchases tax exempt? Y or N Is a purchase order number required for all transactions? Y or N If yes, choose one of the following: Written  Verbal

Please attach Tax Exempt Certificate Application.

Check box if cards are to be issued with business entity name only

Number of Cards Requested \_\_\_\_\_

- |                               |                               |
|-------------------------------|-------------------------------|
| 1. _____ Spending Limit _____ | 4. _____ Spending Limit _____ |
| 2. _____ Spending Limit _____ | 5. _____ Spending Limit _____ |
| 3. _____ Spending Limit _____ | 6. _____ Spending Limit _____ |

If additional authorized users are requested, please list on a separate sheet of paper and submit with the application.

### F. Signature

Do not sign this Application before you read it. By the signature of its authorized representative below, the business entity: (1) submits an Application for a credit limit in the highest amount we deem appropriate, regardless of any initial sale amount; (2) represents that it has authorized the execution of this Application; (3) authorizes HSBC Retail Credit (USA) Inc. to check credit on both the business and owners and partners, if any; (4) represents that the information provided in this application is true and correct and understand that any false information may result in cancellation of the account; and (5) agrees to be bound by the terms and conditions of the Business Account Agreement which is attached. Further, the individual signing below represents that he or she is authorized to execute this Application on behalf of its business entity.

Signature of Authorized Representative		Printed Name		Title	Date
<b>(For DRC Use Only)</b> ORG # 369		Merchant # 88972 - Bus		HSBC ACCOUNT # _____	
		Merchant # 88973 - Govt/Educ			
CREDIT LINE \$ _____					
Was Tax Exemption Form received? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		REFERENCE # <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			

# Best Buy Business Account Agreement

**GENERAL:** Each business entity submitting the application for a Business Account ("Account") applies for an Account with HSBC Retail Credit (USA) Inc. In this Agreement, the words "you" and "yours" refer to the business entity applying for an account, the words "we", "us" and "our" refer to HSBC Retail Credit (USA) Inc. and the word "Seller" refers to Best Buy. Any person using the Account with the express or implied permission of you ("Authorized User") is bound by the terms of this Agreement.

If we accept your application to open an Account, we will extend credit and make advances so that you may purchase goods and services for business purposes from the Seller for the Networked Home Solutions program only.

**ACCEPTANCE OF AGREEMENT:** The use of your Account by you or an Authorized User, means you accept this Agreement.

**PROMISE TO PAY:** You agree to pay in U.S. dollars for all purchases, late charges, over-limit fees, return check charges, and other charges or fees under this Agreement incurred by you or an Authorized User plus collection costs, including court costs and reasonable attorney fees.

**BUSINESS PURPOSE:** You represent that (1) you are (a) a valid business entity in good standing under the laws of the jurisdiction of your organization; or (b) a qualified religious, educational or other non-profit entity; or (c) a government agency or instrumentality; (2) this Application and Agreement is executed by a duly authorized representative on your behalf; and (3) this Account will be used for business purposes only as defined in the Truth-in-Lending Act and Regulation Z and that purchases under this Account are not subject to the Truth-in-Lending Act or state statutes governing consumer credit purchases for personal, family or household purposes.

**CREDIT LINE:** You agree that we may establish a credit line for your convenience and that your credit purchases, at any one time, will not exceed the amount of your credit line established by us. You will be advised of your credit line when your Account is approved. You agree that we may terminate or reduce your credit line at any time.

**PAYMENTS:** You agree that any payment may be returned to you if your check is (i) not drawn on U.S. dollars on deposit in the U.S.; (ii) missing a signature; (iii) drawn with different numeric and written amounts; (iv) endorsed with a restrictive endorsement; (v) postdated; (vi) drawn on a credit account issued by us or our affiliates; or (vii) not paid on presentation. Payments received after 1:00 pm will be credited on the next business day. Payment checks must be accompanied by the remittance portion of your billing invoice and your account number must be written on the check; otherwise your payment may not be credited to your account and it may be returned to you. If you send us a communication concerning a disputed debt, including an instrument tendered as full satisfaction of a debt such as a payment marked "payment in full" or similar notation, send it only to: P.O. Box 4160, Carol Stream, IL 60197-4160.

## REPAYMENT TERMS:

**Revolving** - You agree to pay a Minimum Monthly Payment in an amount (rounded to the next highest dollar) which is the greater of: (1) 1/12<sup>th</sup> of the balance as shown on your billing statement; or (2) \$25. When your balance is less than \$25, the Minimum Monthly Payment will be your balance. You may at any time pay the entire New Balance shown on your billing statement, but each month you must pay at least the Minimum Monthly Payment by the payment due date indicated on such billing statement.

**Net** - Each purchase applied to your Account will generate a billing invoice which will be sent to you. You agree to pay the Total Due by the Due Date as indicated on each invoice. Invoice terms may vary. We will send you a recap statement monthly. The recap statement will show all activity, including invoices, late charges, payments and other charges/credits posted to your Account since the last recap statement.

## FINANCE CHARGES:

**Revolving** - Your account has a variable rate feature and therefore the daily periodic rate and corresponding Annual Percentage Rate may change monthly. Finance Charges for each billing cycle equal the Average Daily Balance, including current purchases, times the Daily Periodic Rate times the number of days in the billing period. The Annual Percentage Rate will be 12.75% above the highest Prime Rate (and the Daily Periodic Rate will be 1/365<sup>th</sup> of this figure) as published in *The Wall Street Journal* "Money Rates Section" on the 25<sup>th</sup> day of the calendar month which immediately precedes the Change Date for that billing period. If the 25<sup>th</sup> day of the month is not a business day, we will use the Prime Rate in effect on the next business day thereafter. The Average Daily Balance is the total of the outstanding Balances for all days in the billing period divided by the number of days in that billing period. The outstanding Balance is (1) the unpaid balance, including new purchases, plus (2) any unpaid Finance Charges; and other Charges and fees, if any, less (3) all credits and payments received in the billing period on or before that billing date. If the previous balance shown on the monthly statement is zero and you pay the new balance in full by the payment due date, you will not have to pay finance charges on the new balance amount.

**Net** -Not applicable to this program.

## LATE PAYMENT FEE:

**Revolving** - If you fail to pay the Minimum Monthly Payment when due, you agree to pay a Late Payment Fee of \$29.

**Net** -If you do not pay the Total Due by the Due Date as indicated on each invoice, a late charge will be assessed. The late charge is the past due balance of the invoice times a monthly rate of 1.5% or \$20, whichever is greater, and will appear on the monthly recap statement. A subsequent invoice will not be sent to you. Late charges will be assessed each month until the invoice balance is paid in full. The invoice will not be considered paid in full until the principal balance plus fees have been paid.

**RETURN CHECK FEE:** If you make a payment with a check that is dishonored or returned for insufficient funds you agree to pay a fee of \$20 for each such check.

**OVERLIMIT FEE:** If you make a purchase which causes your balance to exceed your credit limit, you agree to pay a fee of \$25 for each such occurrence.

**PERSONAL GUARANTY:** Guarantor waives any and all notices regarding this Guaranty and the Account. Guarantor consents to and waives any and all notices regarding the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security or any other form of obligation for the Business Entity's

indebtedness and anything whatsoever, whether or not specified in this paragraph, which may be done or waived by or between us and the Business Entity or the Business Entity's representatives or other creditors in a bankruptcy proceeding or under any other circumstances. The obligation of Guarantor is primary and unconditional, and covers all existing and future indebtedness of the Business Entity to us. This obligation shall be enforceable before or after proceeding against the Business Entity or against any security held by us and shall be effective regardless of the solvency or insolvency of the Business Entity at any time, the extension or modification of the indebtedness of the Business Entity by operation of law, or the subsequent incorporation, reorganization, merger, or consolidation of the Business Entity, or any other change in the Business Entity. This Guaranty does not create an obligation to us to extend or continue to extend credit to Business Entity. Our records relating to the Account shall be admissible in evidence in any action or proceeding involving this Guaranty and the records shall be prima facie proof of the items therein set forth. This Guaranty shall for all purposes be deemed to be made in and shall be governed by the laws of the State of Delaware. This Guaranty shall be binding upon Guarantor, his or her legal representatives, and assigns and shall inure to the benefit of us and our successors and assigns. Guarantor acknowledges that he or she is an owner of, or partner in, as applicable, the Business Entity and further acknowledges receipt of consideration for this Guaranty.

**APPLICATION OF PAYMENTS:** We may apply your payments in any order determined by us.

**SECURITY:** (Except in Montana & New York) You are giving us and we are retaining a purchase money security interest under the Uniform Commercial Code in the goods being purchased under this Agreement until the debt for the goods is paid in full. This permits us, under certain circumstances as provided by law, to take back, or repossess, the goods if you default under the terms of this Agreement.

**DEFAULT:** The following are events of default under this Agreement:

- You do not pay any payment when due.
- You make any false or misleading statement on your credit application or fail to supply us with updated financial statements within 30 days of our request.
- You file for bankruptcy or a bankruptcy petition is filed against you.
- Any natural person guaranteeing payment of this Agreement dies, declares bankruptcy or has a bankruptcy petition filed against him or her.
- There is an event that occurs which in our reasonable discretion causes the prospect of payment by you to be significantly impaired.
- The goods securing this Agreement are lost or destroyed.
- You breach any other terms of this Agreement.

In the event of default, we may demand the entire unpaid balance be paid immediately. If you are in default and we refer your Account to an attorney and/or collection agency for collection, we may charge you our collection costs, including court costs and reasonable attorneys' fees, when and as permitted by applicable law. We also reserve our rights and remedies pertaining to repossession and resale of any repossessed goods as provided under applicable law. We agree to pay you a surplus, if any, resulting from a resale of repossessed goods, and you agree to pay us a deficiency, if any, when permitted by law.

All liabilities of the Company and of the Guarantor shall mature immediately upon the insolvency of the Company, its inability to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for the Company or any of its property, the filing of a voluntary or involuntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditor, or the calling of a meeting of creditors by the Company, or if any of the foregoing events shall occur with respect to any Guarantor.

**ARBITRATION:** Any claim, dispute, or controversy between you and us (whether based upon contract; tort; intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships which result from this Agreement, and except as provided below, the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following arbitration administrators (the "Administrator"): the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. We agree not to invoke our right to arbitrate an individual Claim you may bring in small claims court or an equivalent court, if any, so long as the Claim is pending only in that court. The rules and forms of the NAF and AAA may be obtained by writing to these organizations at the addresses and websites listed below. Our address for service of process under this provision is HSBC Retail Credit (USA) Inc., c/o HSBC Business Solutions, P.O. Box 4160, Carol Stream, IL 60197-4160.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence or your primary place of business where a federal district court is located or at such other location as agreed by the parties. The parties shall bear the expense of their respective attorneys' fees, except as otherwise provided by law.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and provide written reasoned findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator's award will be final and binding except for: (a) any appeal right under the FAA; and (b) any appeal of Claims involving more than \$100,000. For such Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo (i.e., in its entirety) any aspect or all aspects of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs (i.e., the amounts owed to the Administrator and the arbitrators), regardless of its outcome. However, we will consider in good faith any reasonable request for us to bear up to the full costs of the appeal.

This arbitration agreement shall survive termination of your Account as well as the repayment of all amounts borrowed hereunder. If any portion of this arbitration agreement is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this arbitration agreement or the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the Administrator and this arbitration agreement, this arbitration agreement shall govern. Notwithstanding any language in this arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by

any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision, including the Class Action Waiver Provision defined below. No class actions or private attorney general actions in court or in arbitration or joinder or consolidation of any Claim with the claim of any other person are permitted in arbitration without the written consent of you and us. The validity and the effect of the preceding sentence (herein referred to as the "Class Action Waiver Provision") shall be determined exclusively by a court and not by the Administrator or any arbitrator. Neither the Administrator nor any arbitrator shall have the power or authority to waive, modify or fail to enforce the Class Action Waiver Provision, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

**THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.**

You may contact, obtain the arbitration rules of, or file a Claim with NAF or AAA as follows:

National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405 www.arb-forum.org Code of Procedure Resolution Procedures	American Arbitration Association 1150 Connecticut Ave, NW, 6 <sup>th</sup> Floor Washington, DC 20036-4104 www.adr.org Commercial Dispute Rules and Procedures
--	---

As used in this arbitration provision, the term "we", "us", and "our" shall mean HSBC Retail Credit (USA) Inc., its parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of their officers, directors and employees.

**CHANGE OF TERMS:** We may change or terminate any terms, conditions, services or features of your Account or this Agreement (including increasing your late charges) at any time. We may also add new terms, conditions, services or features to your Account or this Agreement. We may impose any change in terms or any new terms on your outstanding balance as well as on subsequent transactions and balances. To the extent required by law, we will notify you in advance of any change in terms or any new terms by mailing a notice to you at your address as shown on our records.

**UPDATED FINANCIAL INFORMATION:** Upon request, you agree to promptly give us accurate business and personal financial statements.

**CREDIT INVESTIGATION:** You give us the right to investigate your business and/or personal credit history, as applicable. You authorize us to furnish information about the Account to credit reporting agencies and others who may lawfully receive the information including our affiliates.

**LIABILITY FOR USE:** If we do not deliver a credit card that may be used to access an account or cards are issued in the name of the business entity only then you acknowledge that you are agreeing to be liable for all purchases charged to your Account by any person providing your account number to a Seller. You agree that you will keep your account number confidential, and notify us immediately if you have any reason to suspect that anyone other than your officers, employees, or agents you have authorized to use the Account have obtained access to your account number.

**CANCELLATION OF ACCOUNT:** We and you have the right to cancel this Agreement/ Account, as it relates to future purchases, at any time without default. You, of course, remain obligated to pay for all purchases made prior to cancellation and the security interest in goods purchased under this Agreement continues in full force and effect.

**CANCELLATION OF AUTHORIZED USER:** You may cancel the authorization of an Authorized User by notifying us, in writing, at the address indicated on your monthly statement. You will not be responsible for any unauthorized purchase after we receive written notice from you.

**USE OF DATA:** Notwithstanding any other verbal or written communications or representations to the contrary, the Company and all Users agree that we or our servicers or assigns can collect and use data concerning the Company, Authorized Users, this application and transactions involving your Account and can sell or transfer such data to our affiliates, servicers or assigns, except as provided by law. You may direct us not to share with our affiliates or subsidiaries certain information (other than transactions or experience information) about you by writing to us at HSBC Business Solutions, P.O. Box 4160, Carol Stream, IL 60197-4160.

**ASSIGNMENT:** You agree that we may sell, assign or transfer our rights to your Account without written notice. You may not sell, assign, participate or transfer your rights under this Agreement without our prior written consent.

**MONITORING PRACTICES:** You agree that our supervisory personnel may listen to and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and other cardmembers.

**ENTIRE AGREEMENT:** This is our entire Agreement and no oral changes can be made.

**CHOICE OF LAW:** This Agreement is governed by the laws of the State of Delaware.

**NOTICE FOR OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**NOTICE FOR WASHINGTON RESIDENTS:** Washington State law against discrimination prohibits discrimination in credit transactions because of race, creed, color, national origin, sex or marital status. The Washington State Human Rights Commission administers compliance with this law.

**NOTICE FOR IOWA RESIDENTS:** Do not sign this Application before you read it. You are entitled to a copy of this form. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

**NOTICE FOR MAINE RESIDENTS:** We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

**NOTICE FOR VERMONT RESIDENTS:** A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

---

## Which Account is best for your business?

Just answer a few quick questions and we will help you pick the right credit program for your business.

- Do you pay your full balance each month? Y N
- Do you prefer invoice billing? Y N
- Is your business tax exempt? Y N
- Does your business have multiple locations? Y N
- Are your bills managed and paid by a parent company? Y N
- Does your business have more than 25 employees? Y N

If you answered **NO** to most questions,

Try our **Commercial Revolving Account**

- Ideal for the small to medium business
- Minimum monthly payment
- One monthly billing statement

If you answered **YES** to most questions,

Try our **Commercial NET Account**

- Ideal for larger business with multiple locations
- Individual Invoices
- Invoice level billing and billed per invoice