



BEST BUY® BUSINESS ADVANTAGE ACCOUNT APPLICATION

COMPANY INFORMATION

Company Name: _____

DBA: _____

Physical Address: _____

Physical City: _____ Physical State: _____ Physical ZIP Code: _____

Phone Number: _____ Fax Number: _____ Email Address: _____

Billing Address: _____

Billing City: _____ Billing State: _____ Billing ZIP Code: _____

Billing Contact (ATTN): _____ Contact Phone: _____ Contact Fax: _____

Billing Email: _____ Year Business Started: _____ SIC (Standard Industrial Classification): _____

COMPANY TYPE

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

DUNS#: _____ FEIN: _____ State Tax ID: _____

Please include a completed IRS W-9 - Requests for Taxpayer Identification Number

Requested Credit Limit \$ _____ Applicant's Annual Sales: _____ Number of Employees: _____

INVOICE OPTIONS

PAYMENT METHOD

- Direct Debt* EFT/Online Bill Pay* Wire Check

*if selected please confirm the following

- Checking Account Savings Account

BANKING INFORMATION

Bank Name: _____ Bank Contact: _____ Bank Country: _____

Bank Phone: _____ Bank Fax: _____

ABA#: _____ Account #: _____

INVOICE SEND OPTIONS: (Check all that apply)

- Email* Fax Postal

*If selected please confirm billing email address _____



PURCHASING INFORMATION

Are all purchases exempt? Yes No *Please submit any documentation regarding tax exempt purchases

Number of cards requested: _____

Embossing Options: Company Name Buyer Name No cards required*

A card is requested to purchase in a Best Buy retail location.

Cardholder/Buyer Name (leave blank if card to be embossed with business name only)

1. _____
2. _____
3. _____
4. _____
5. _____

Please attach additional page to this application if you would like to request more than five (5) cards.

ACCOUNT RESTRICTIONS

PO Required: Yes No If transaction is greater than \$ _____

PO Formatting Required* Yes No *please submit PO validation rules.

Transaction Amount Limit: None Transactions not allowed when amount is greater than \$ _____

CREDIT REFERENCES

BANK REFERENCE

Bank Name: _____ Account #: _____

Phone: _____ Email: _____ Fax: _____

City _____ State _____ ZIP Code: _____

TRADE REFERENCES

Company _____

Address _____

Phone: _____ Email: _____ Fax: _____

City _____ State _____ ZIP Code: _____

Company _____

Address _____

Phone: _____ Email: _____ Fax: _____

City _____ State _____ ZIP Code: _____



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PERSONAL GUARANTEE

This section below is only required for Sole Proprietorship and Partnerships.

First Name: _____ Middle Initial: _____ Last Name: _____

Date of Birth: _____ Home Address: _____

City: _____ State: _____ ZIP Code: _____

Home Phone: _____ Work Phone: _____ Fax: _____

Social Security Number: _____ Annual Income: _____

I hereby authorize Multi Service Technology Solutions, Inc. to obtain a credit report in connection with this Best Buy Business Advantage Account application and allow Multi Service Technology Solutions, Inc to obtain credit information from my bank. Any financial statements submitted with this application will facilitate the establishment of your account and will be relied upon by Multi Service Technology Solutions, Inc. All financial information submitted in support of this credit application is true and complete in all respects. I understand that my account may be deactivated if my account is past due. By signing this credit application and using services of Multi Service Technology Solutions, Inc., I certify that I am authorized to make this request on behalf of my company, and it is agreed that all purchases will be paid in accordance with the payment method.

Signature: _____

Date: _____



Best Buy® Business Advantage Accountholder Agreement (“Agreement”)

WHEREAS Multi Service Technology Solutions, Inc. (MSTS), a Florida Corporation, is engaged in the business of providing a purchase program for products and services offered for sale by Best Buy®, and which program is called Best Buy® Business Advantage;

and

WHEREAS applicant requests MSTS to provide such purchase program.

NOW THEREFORE, the parties hereto agree to be legally bound as follows:

1. The Best Buy® Business Advantage cards and/or account numbers (“Card” or “Account”) are issued by, and credit is extended by, MSTS, P.O. Box 10922, Shawnee Mission, KS 66225.
2. The applicant authorizes MSTS to investigate the credit history of applicant through commercial reporting companies, direct inquiries to businesses where applicant has accounts, and review of personal credit histories, where appropriate, by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant’s business and will not be used with respect to any decision to extend credit for personal, family or household purposes.
3. If approved, the applicant and holder of the Account (“Accountholder”) represents that the Account will only be used for business or commercial purposes and at no time shall the Account be used for personal, family or household purposes.
4. Usage of the Best Buy® Business Advantage Account by the Accountholder named on it constitutes acceptance of all terms and conditions contained in this Agreement, as such terms and conditions may be amended from time to time by MSTS effective upon no less than 15 days’ prior written notice (and if no effective date is given in such notice, then 15 days from the date of such notice). 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® location to whom the Accountholder or any person or entity under Accountholder’s direction or control has, at any time supplied Account numbers.
5. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use.
6. All requested changes to Account must be made in writing on official letterhead, in an e-mail, or through the program website, by an officer and/or authorized representative of the Accountholder.
7. MSTS is not a seller of merchandise. MSTS neither sells nor warrants in any respect any of the goods or services obtained from Best Buy® locations. MSTS’s sole function is to furnish credit and billing services; MSTS does not warrant any merchandise or services from any source obtained by the use of MSTS’s credit or billing services.

MSTS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. A credit line will be assigned to each Accountholder. This line includes all unpaid purchases, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, Accountholder shall notify MSTS at 800-201-4882 and request a change to its credit line. MSTS will review and modify credit limits in accordance with MSTS credit policies.
9. 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. Delinquent Accounts may be assessed late charges at a monthly rate of 1.5% of the transaction value per month on all outstanding transactions. Late fees are assessed at the invoice level. They are not based on entire amount billed in a billing period. The Accountholder is liable for all late charges assessed to the Account and must pay these charges to keep its Account in good standing.
10. The payment terms stated in this Agreement 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.
11. Accountholder may pay its Best Buy® Business Advantage statement via any of the available payment options.
12. Accountholder shall make payments to MSTS or MSTS’s designated agent as frequently as may be necessary to keep the Account balance within the line of credit and within payment terms. If Accountholder’s bank or Accountholder for any reason should fail to timely pay any amount due MSTS, Accountholder understands and agrees that MSTS may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security held by MSTS on behalf of the Accountholder. If Accountholder’s bank should fail to honor payment to MSTS or Accountholder’s Account becomes delinquent, MSTS may require immediate and full payment of all outstanding amounts. In the event that a payment made to MSTS or MSTS’s designated agent is returned by the Accountholder’s bank, MSTS reserves the right to charge a returned payment fee to the Accountholder’s Account in the amount of \$50.00 or the maximum amount permitted by the law.
13. In the event that the Accountholder maintains a credit balance on the Account for longer than three (3) months and the Accountholder does not provide MSTS with instruction on how to handle the credit balance, MSTS is hereby authorized to deduct and retain a dormancy and Account management fee equal to two percent (2%) of the credit balance per month so long as the credit balance exists.
14. Accountholders have one hundred eighty (180) days from the billing statement date to dispute charges. All disputes must be received by MSTS in writing from the Accountholder within such one hundred eighty (180) day period. If an Account transaction is not disputed within one hundred eighty (180) days from the billing statement date, the Accountholder is liable for all charges related to the transaction.
15. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Texas, without reference to conflicts of laws principals, and it is agreed that jurisdiction of any legal action connected with this Agreement shall be exclusively in the state or federal courts located in the State of Texas. Notwithstanding the foregoing, MSTS 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.



- 16. MSTS may offset any amounts owed by MSTS to Accountholder against any claims MSTS has against the Accountholder. Accountholder is and shall be liable to MSTS for all costs and expenses incurred by MSTS in collection and enforcing its rights hereunder, including but not limited to, late charges and reasonable attorneys' fees, if any, incurred by MSTS to collect all amounts due on Accountholder's Account.
- 17. The Accountholder agrees that in the event of default, MSTS 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.
- 18. The Accountholder represents and warrants to MSTS, with full knowledge that MSTS will be relying on the following, that:
 - (i) The person executing this Agreement on behalf of the Accountholder is:
 - (A) An officer of the Accountholder's company or other authorized employee; and
 - (B) Duly authorized to execute and deliver this Agreement on behalf of the Accountholder; and
 - (C) Duly authorized to bind the Accountholder to the terms of this Agreement and to cause the Accountholder to perform its obligations hereunder.
 - (ii) This Agreement constitutes a legal, valid and binding obligation of the Accountholder, enforceable against the Accountholder in accordance with its terms.
 - (iii) The execution and delivery of this Agreement by the Accountholder and the performance by the Accountholder of its obligations hereunder is and will at all times be with full right and authority, be it corporate, partnership, limited liability company, and/or a government agency or entity, as applicable. All necessary action has been taken by the Accountholder to authorize the consummation of this Agreement, be it corporate, partnership, limited liability Company, and/or government agency or entity, as applicable.
- 19. This Agreement may be terminated by either party at any time by giving written notice to the other party. 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 due according to the agreed-upon payment terms.
- 20. If Cards or Account Numbers are lost or stolen, it is the Accountholder's responsibility to call MSTS immediately at 800-201-4882 to prevent unauthorized usage. Account Numbers will be immediately terminated upon notification. Unauthorized usage prior to this notification will be the Accountholder's responsibility. Accountholder must follow-up telephone notification with written notification sent directly to MSTS, P.O. Box 10922, Shawnee Mission, KS 66225, via e-mail or through the program website.
- 21. This Agreement authorizes MSTS to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication. Accountholder acknowledges that the email communications may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. Accountholder further 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. In consideration of MSTS's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTS responsible for any email communications intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTS 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 MSTS and its 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.
- 22. Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTS and its service providers may collect and use Accountholder's data for only purposes related to the Account and/or this Agreement. In addition, Accountholder agrees that MSTS may transfer any and all Accountholder data in MSTS's possession to Best Buy®, who will treat such information in accordance with its privacy policy.
- 23. The Best Buy® Business Advantage is a registered trademark owned by Best Buy®.
- 24. Please retain this Agreement for future reference.

SIGNATURE

By signing below, applicant certifies all information provided to be true and correct, and agrees to be bound by the terms and conditions set forth in this Accountholder Agreement.

Signature of applicant: _____ Title: _____

Printed Name: _____ Date: _____ Phone # where you can be reached: _____