

GATEWAY SECOND OWNER YOUR:;)WARE TRADE-IN PLAN

THIS AGREEMENT (“AGREEMENT”) CONTAINS THE TERMS AND CONDITIONS OF THE GATEWAY SECOND OWNER YOUR:;)WARE TRADE-IN PLAN. ALL CAPITALIZED TERMS THAT ARE NOT DEFINED IN THIS AGREEMENT SHALL HAVE THE MEANINGS PROVIDED IN THE GATEWAY SECOND OWNER SERVICE PLAN (“AGREEMENT”). ALL TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT. YOU AGREE THAT THIS AGREEMENT, IN ADDITION TO THE AGREEMENT, APPLIES TO THE PURCHASE OF YOUR PRODUCT.

- 1. ELIGIBILITY.** You are eligible to trade in the Gateway branded personal computer (the “Trade-in Product”) identified on your purchase receipt or invoice when you purchased the Second Owner Service Plan from Gateway. The trade-in option allows you to receive the average wholesale value of your Trade-in Product if you purchase any new Gateway computer at any time during the term of the Second Owner Service Plan. **SUBJECT TO THE TERMS AND CONDITIONS BELOW, GATEWAY WILL GIVE YOU THE AVERAGE WHOLESALE VALUE OF YOUR TRADE-IN PRODUCT AT THE TIME OF TRADE-IN.** To determine the average wholesale value of your Trade-in Product, Gateway will use the value indicated in the then-current Orion Blue Book or another, similar commercially reasonable industry standard, as determined by Gateway in its sole discretion. **YOU MAY ONLY TRADE IN YOUR OLD COMPUTER IF YOU PURCHASE A NEW GATEWAY COMPUTER. THE TRADE-IN RIGHT IS NOT TRANSFERABLE.**
- 2. PROCEDURES.** To trade in your Trade-in Product, call Gateway Client Support with your Client ID number and the system serial number. A Gateway representative will give you instructions on how and where to return your Trade-in Product and provide you a TMA number. **DO NOT RETURN YOUR TRADE-IN PRODUCT WITHOUT A TMA NUMBER. FOR YOUR PROTECTION, INSURE THE SHIPMENT FOR FULL REPLACEMENT VALUE. YOU ARE RESPONSIBLE FOR THE TRADE-IN PRODUCT UNTIL GATEWAY RECEIVES IT, AND YOU ARE RESPONSIBLE FOR ALL SHIPPING, HANDLING, AND INSURANCE CHARGES. GATEWAY RESERVES THE RIGHT TO CHANGE THE PROCEDURES DESCRIBED IN THIS PARAGRAPH.**
- 3. RETURN OF COMPLETE PRODUCT.** You will be responsible for shipping the Trade-in Product according to the procedures set out below. **YOU MUST RETURN THE COMPLETE PRODUCT AND ACCESSORIES, INCLUDING ALL CABLES, MANUALS, AND SOFTWARE LICENSED TO THE SYSTEM, INCLUDING THE OPERATING SYSTEM AND RELATED SOFTWARE MEDIA, SUCH AS DISKETTES AND CD-ROMS. IN THE CASE OF PORTABLE PC PRODUCTS, YOU MUST ALSO RETURN ANY AC ADAPTER CABLES AND BATTERIES.** In addition, the Trade-in Product must be (1) in good operating condition, normal wear and use excepted, as reasonably determined by Gateway in its sole discretion; (2) the complete, original Trade-in Product delivered to you; (3) shipped in suitable packaging materials, (4) accompanied by a Trade-in Merchandise Authorization (“TMA”) number, as described below, and (5) returned within 30 days after Gateway issued the Trade-In Material Authorization kit to you. **YOU ARE RESPONSIBLE FOR BACKING UP OR OTHERWISE TRANSFERRING ALL YOUR DATA OR PROGRAM FILES FROM THE TRADE-IN PRODUCT BEFORE YOU SHIP IT. GATEWAY WILL PERMANENTLY ERASE DATA AND FILES ON THE TRADE-IN PRODUCT. YOU MUST PAY ALL SHIPPING, HANDLING, AND INSURANCE COSTS FOR RETURNING THE TRADE-IN PRODUCT TO GATEWAY.**

Gateway will process your trade-in refund in a reasonable period of time after Gateway receives your Trade-in Product. **FAILURE TO FOLLOW THE PROCEDURES ESTABLISHED BY GATEWAY MAY DELAY THE PROCESSING OF YOUR TRADE-IN.**

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