

PERIPHERAL SERVICE PLAN

THIS PERIPHERAL SERVICE PLAN CONTAINS THE TERMS AND CONDITIONS THAT APPLY TO THE REPAIR AND REPLACEMENT OF QUALIFIED PERIPHERALS SUCH AS PRINTERS, SCANNERS, DIGITAL CAMERAS, ETC. PURCHASED BY YOU FROM GATEWAY COMPANIES, INC. ("GATEWAY").

1. TERMS AND CONDITIONS:

- A.** Except in Alaska, Florida, Maine, New Mexico, and North Dakota this is an agreement between you and ServicePlan, Inc. In Alaska, Maine, New Mexico, and North Dakota this is an agreement between you and Gateway. Throughout this agreement both ServicePlan, Inc. and Gateway are referred to as We, Us, or Our. "You" and "Your" means the person whose name appears on the Invoice. This Agreement is NOT available in Florida. We, through Our administrator, Aon Innovative Solutions, Inc. (AIS), will pay on your behalf the cost of labor and repair, or replace parts in the event the item listed on your invoice (Product) fails to operate as a result of a manufacturer's defect.
- B.** Parts may be replaced as opposed to being repaired. In the event parts of like kind and quality are not available we may, at our option, elect to replace the Product with a similar product of equal or greater features. Parts and Products may be replaced with those of like kind and quality and may be new or remanufactured.
- C.** Product must fail during normal usage. Customer is responsible for all maintenance required by manufacturer. In the event the Product fails due to lack of recommended maintenance, this agreement does not cover the repair.
- D.** If the covered Product is being serviced by an authorized service center when the agreement expires, the term of the agreement will automatically be extended until the covered repair has been completed.

2. WHAT IS NOT COVERED:

- A.** APPEARANCE OR STRUCTURAL ITEMS, SUCH AS HOUSING, CASE OR FRAME, DECORATIVE PARTS, ADD-ON ITEMS, ACCESSORIES OR ATTACHMENTS, EXTERNAL WIRING AND CABLING, BATTERY CHARGERS, RACKS, BINS, KNOBS, HANDLES, ANTENNAS, JACKS, COLLISION WITH ANY OBJECT, ACTS OF GOD, SAND, DIRT, EXPOSURE TO WEATHER OR ENVIRONMENTAL CONDITIONS, BATTERY LEAKAGE, THEFT, MISUSE, ABUSE, IMPROPER USE OF ELECTRICAL SOURCE, IMPROPER CONNECTION TO OTHER EQUIPMENT, CONNECTION TO OTHER EQUIPMENT NOT RECOMMENDED FOR INTERCONNECTION, OR USE FOR PURPOSES OTHER THAN THAT RECOMMENDED BY THE MANUFACTURER.
- B.** ITEMS NORMALLY DESIGNED TO BE PERIODICALLY REPLACED BY THE PURCHASER DURING PRODUCT LIFE, SUCH AS TONER AND DRUMS, AND PARTS OR REPAIRS DUE TO NORMAL WEAR AND TEAR.
- C.** CLEANINGS, ADJUSTMENTS, OR PREVENTATIVE MAINTENANCE.
- D.** SOFTWARE, TAPE, DISKS, CDs, DVDs OR FILM DAMAGED BY MALFUNCTIONING PART.
- E.** REPAIR OR REPLACEMENT OF UPGRADED COMPONENTS, WHEN REPAIR OR REPLACEMENT IS REQUIRED DUE TO INCOMPATIBILITY OF PARTS, OR INCORRECT INSTALLATION.
- F.** ITEMS THAT ARE STILL COVERED BY THE MANUFACTURER'S WARRANTY, REGARDLESS OF WHETHER THE MANUFACTURER HONORS SUCH WARRANTY.
- G.** PRE-EXISTING CONDITIONS AND/OR COSTS FOR REPAIRS TO PRODUCTS SOLD "AS-IS."
- H.** DAMAGES, IN EXCESS OF THE PURCHASE PRICE, INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, GENERAL, OR LOSS OF PROFITS OR ANY SUCH DAMAGES DUE TO DELAY IN RENDERING SERVICE UNDER THE AGREEMENT.
- I.** LOSS OF USE DURING THE TIME THE PRODUCT IS AT THE REPAIR CENTER OR OTHERWISE AWAITING PARTS.
- J.** COSTS FOR ANY DESIGN DEFECTS OR REPAIRS DUE TO THE INABILITY TO PROCESS OR DISPLAY DATE DATA.
- K.** BROKEN OR CRACKED LCD SCREENS OR BURNED PHOSPHOR IN CRT.
- L.** APPLICATION PROGRAMS, OPERATING SOFTWARE OR OTHER SOFTWARE. WE ARE NOT RESPONSIBLE FOR LOSS OF DATA OR RESTORATIONS OF PROGRAMS. YOU ARE RESPONSIBLE TO BACK UP ALL COMPUTER SOFTWARE AND DATA PRIOR TO COMMENCEMENT OF REPAIR.

3. TERM:

Period of liability begins on the date you purchased the Product, and continues for the term as shown on Your invoice.

4. WHAT TO DO WHEN PRODUCT REQUIRES SERVICE:

- A.** Call AIS at the Customer Service toll-free number listed below. You will then be directed to a service center. You may need to assist Customer Service or Technical Support with troubleshooting to diagnose the problem over the telephone.
- B. UNAUTHORIZED CLAIMS MAY BE DENIED.**

5. DEFINITIONS OF TYPE OF SERVICE:

Please refer to Your invoice to determine the type of service You purchased.

- A. Depot:** AIS will provide you with the address of a central repair center that You must ship the Product to. You are responsible for freight and insurance to point of repair. AIS will incur all shipping and insurance charges thereafter.
- B. Advanced Exchange:** An authorized warehouse will ship a replacement to you. You will then pack the defective Product in the container and return it to the warehouse per the enclosed instructions. You must provide a major credit card prior to the replacement product being shipped. Your credit card will be billed if you fail to return the defective Product within 30 days of your receipt of the replacement product.
- C. On-site:** Allows the customer to request that a warranty-covered repair take place at the customer's location. On-site coverage is available for customer within a 50-mile radius of an AIS authorized service provider. On average, on-site response is second business day; the on-site response time is highly dependent upon parts availability, customer availability and location. On-site repair service will be provided on weekdays, during normal business hours (8am-5pm). AIS or service center may opt to remove unit to perform service in-shop and will return unit upon completion.
- D. Replacement:** AIS will provide you with the address of a return center to ship your Product to and a return authorization number (RA#). You must write the RA# on the outside of the package and return the Product to the address provided. You are responsible for freight and insurance charges to the return center. Products shipped without an RA# on the outside of the package will be refused. Upon verification of the defect AIS will, at their discretion, do one of the following: issue you a check or Gateway store credit for the Product purchase price excluding tax and shipping and handling, or ship you a product similar in price to the purchase price of the defective Product excluding tax and shipping and handling. Product found to be non-defective will be returned to you.

6. RENEWAL:

This Agreement is not renewable.

7. LIMIT OF LIABILITY

The limit of liability under this agreement is the purchase price of the Product excluding tax and shipping and handling.

8. GENERAL TERMS

A. TRANSFERABILITY:

You may not assign, or otherwise transfer, this Agreement or your rights under it, or delegate your obligations. We may assign Our obligations under this Agreement and substitute another person as the obligor under this Agreement.

B. CANCELLATION:

You may cancel this agreement for any reason at any time by contacting SPI at 123 North Wacker Drive, Chicago, IL 60606, 1-800-209-6206, for a full refund. If you cancel within thirty (30) days of the receipt of your Agreement, SPI will issue a full refund less the cost of any claims refund. If you cancel after thirty (30) days, you will receive a pro rata refund based on the time expired less a cancellation charge of \$25 or 10% of the Agreement price (whichever is less), less the cost of any claims. **In Arizona:** No claim incurred or paid shall be deducted from the amount to be returned. **In Wisconsin:** If you cancel after thirty (30) days, you will receive a pro rata refund based on the time expired less actual cost or charges needed to issue and service the warranty contract. **In Georgia:** You may cancel this Agreement at anytime and receive a pro rata refund of the premium. We may not cancel this agreement except for fraud, material misrepresentation, or non-payment by you; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing and given at least 30 days prior to cancellation. If We cancel, the return premium is based upon 100% of the unearned pro RATA PREMIUM. **In Nevada:** If you cancel within thirty (30) days of your receipt of this Agreement, SPI will issue a full refund. If you cancel after thirty (30) days, you will receive a pro rata refund based on the time expired, less a cancellation charge of twenty-five (\$25) or ten percent (10%) of the agreement purchase price, whichever is less. **(Alabama, California, Hawaii, New York, Texas, Washington and Wyoming only)** A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of return of service contract. The purchase of this agreement is not required to obtain financing for the Product.

C. DISPUTE RESOLUTION:

You agree that any Dispute between You and Us will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Us. The arbitration shall be held at any reasonable location near Your residence by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that You would have had a right to litigate disputes through a court, and that You have expressly and knowingly waived that right and agreed to resolve any Disputes through binding arbitration.** 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. Section 1, *et seq.* For the purposes of this section, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to this Service Contract, its interpretation, or the breach, termination, applicability or validity thereof. The term "Us" means Us, Our officers, directors, employees, affiliates, agents, administrators, successors and assigns. The term "You" means the original purchaser, Your agents, beneficiaries, or heirs.

Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

D. ENTIRE AGREEMENT:

This is the entire service agreement between the parties, and no representation, promise or condition not contained herein shall modify these Items. Except in Alaska, Maine, New Mexico and North Dakota, Service Plan, Inc., 123 North Wacker Drive, Chicago, Illinois 60606, (800) 206-6206, is the obligor under this agreement. In Alaska, Maine, New Mexico, and North Dakota, Gateway Companies, Inc., 610 Gateway Drive, North Sioux City, South Dakota 57049, (800) 846-2301, is the obligor under this agreement. The obligations of SPI and Gateway under this agreement are insured by a service contract reimbursement insurance policy with Virginia Surety Company, Inc., 123 North Wacker Drive, Chicago, Illinois 60606, (800) 209-6206. If the administrator does not pay a claim within sixty (60) days of submitting the claim, the claim can be submitted to Virginia Surety Company, Inc. at the above address. **(Washington only):** You are not required to wait sixty (60) days to make a claim directly against Virginia Surety Company, Inc. **(Wisconsin only): THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** Resolution of disputes **(for Connecticut residents only):** The State of Connecticut has established an arbitration process to settle disputes arising from extended warranty contracts. A written complaint may be mailed to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0286, Attn: consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, and a copy of this Agreement. **(California only):** Informal dispute resolution is not available. **(Texas only):** Unresolved complaints or questions concerning the regulation of service contracts may be addressed to the Texas Department of Licensing and Regulation at PO Box 12157, Austin, TX 78711, 800-803-9202. **(Utah only):** Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.

Coverage under this Agreement is not available in Florida.

Administered by:

AON INNOVATIVE SOLUTIONS, INC.
2600 Washington Ave.,
St. Louis, Missouri 63103
Customer Service Toll-Free
1-800-250-1629

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