

Gateway Extended Service Plan Consumer Electronics Products

Throughout this Gateway Extended Service Plan ("Plan") the words "we", "us", and "our" refers to the Obligor. ("AIGWG") refers to AIG Warranty Guard, Inc., which can be contacted at 300 Riverside Plaza, Chicago, IL 60606, telephone number 1-800-250-3819. The words "you" and "your" refer to the purchaser of this Plan.

This Plan extends the term of the manufacturer's limited warranty coverage for Gateway branded consumer electronics products or eMachines-branded personal computer, server or other Gateway or eMachines-branded hardware identified on your invoice. For products and/or Plans purchased directly from Gateway, the product covered by this Plan and the term of this Plan are described in your invoice. This Plan together with your invoice or other evidence of purchase of the Plan shall collectively constitute the entire agreement relating to this Plan. For products purchased directly from Gateway, Plan coverage commences on the date your product is shipped by Gateway. For products purchased from an authorized Gateway reseller, Plan coverage commences on the date you purchased your product. The Plan will expire after the term stated on your Gateway invoice. This Plan covers manufacturer's defects in materials and workmanship that are the result of normal usage. **THIS PLAN CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

Limited Warranty:

Please refer to the Gateway Limited Warranty Agreement, located on page 3 of this booklet for the coverage, duration and terms of your limited warranty. The limited warranty is provided by Gateway and not by us.

Customer Requirements:

You must contact us to obtain service under this Plan. Please note that when contacting us via telephone, long distance and other charges may apply, depending upon your calling area.

- You must assist us in diagnosing issues with your Gateway product and follow our Plan guidelines. If we determine your product requires service, you must deliver it to our designated service facility. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to our service facility. We will pay the costs of returning the product to you from the service facility. If your Plan includes in-home service, we may, at our discretion, dispatch a service representative to repair or replace the product. Replacement parts will be, at our discretion, new, rebuilt (serviceably used) or non-original manufacturer's parts that perform to the factory specifications of the product. We will provide a one-time replacement of the battery for your laptop computer if we determine, in our sole discretion, that the original battery fails to perform to specifications.
- You are responsible for properly maintaining your product and protecting it from damage.
- You must obtain service from us under this Plan. We will not reimburse you for service performed by others.

Limitations:

- This Plan does not cover damages caused by your failure to follow all instructions contained in the product's user guide, accident, misuse or abuse, or unauthorized parts or service.
- This Plan does not cover consumables, such as fuses, or the results of normal usage, such as gradual image degradation, uneven screen aging, burned-in images and pixel failure within designed specifications or that do not materially alter the product's functionality.
- This Plan does not cover defects to the product that you knew about before you purchased this Plan (a pre-existing condition).
- You may not assign or transfer this Plan. This Plan terminates when you transfer or dispose of your Gateway product. You may not renew or extend this Plan.

- If you request service outside the United States, the level of service available to you may vary. In particular, you may be required to pay shipping costs to and from us to obtain service.
- This Plan may not be available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- This Plan does not cover incidental or consequential damages.
- This Plan does not provide coverage for normal wear and tear.
- No deductible applies to this Plan.

Cancellation:

You may cancel this Plan for any reason at any time. To cancel, you must send written notice to us, c/o: Gateway Service Contract Cancellation, Customer Service Department, 610 Gateway Drive, North Sioux City, SD 57049. Unless otherwise specified under applicable law, if you cancel within 30 days after you received this Plan, we will issue a full refund of the Plan purchase price less the cost of parts/services provided during the first 30 days (the "30-Day Refund"). If we fail to pay you the 30-Day Refund within 45 days of your cancellation of this Plan and the Plan is deemed void under applicable law, you may also be entitled to a monthly penalty equal to 10% of the Plan purchase price in addition to the 30-Day Refund. If you cancel after 30 days, we will refund a pro rata portion of the Plan purchase price based on the time expired (measured on a weekly basis) less a cancellation charge of \$25 or 10% of the Plan purchase price (whichever is less), and less the cost of any parts/services actually provided to you prior to cancellation. We cannot cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by a regulatory authority. If Gateway cancels this Plan, we will give you 30 days advance notice and refund a pro rata portion of the purchase price based on the time expired (measured on a weekly basis) less the cost of any parts/services actually provided to you prior to cancellation.

Dispute Resolution:

You and us 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. You and We will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with us, we will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on 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, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Plan, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) any other dispute arising out of or relating to the relationship between You and Us, the term "You" means you, or those in privity with you, such as family members or beneficiaries. 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.

AIGWG is the Administrator under this Plan and the Obligor except in California. AIGWG can be contacted at: 300 South Riverside Plaza, Chicago, IL 60606. Telephone 1-800-250-3819.

If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, WA, WV, WI, or WY, this Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

If you reside in any of the following states: AR, CA, FL, MS, NY, NC, or VA, this Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water Street, 20th Floor, New York, NY 10038. Telephone 1-800-250-3819. If, within sixty (60) days we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied you may make a claim directly to the insurance company.

Special State Laws:

ARIZONA RESIDENTS ONLY: If your written notice of cancellation is received prior to the expiration date, the Administrator shall refund the remaining pro-rata price, regardless of prior services rendered under the Plan.

CALIFORNIA RESIDENTS ONLY: AIG Warranty Services and Insurance Agency, Inc. (AIGWS) is the Obligor under this Plan. AIG Warranty Guard, Inc. (AIGWG) is the Administrator. AIGWS and AIGWG can be contacted at 300 South Riverside Plaza, Chicago, IL 60606. This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or you may visit their website at www.bear.ca.gov.

CONNECTICUT RESIDENTS ONLY: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while being repaired. In the event of a dispute with the Administrator, you may file a written complaint with the State of Connecticut Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Plan, the cost of the repair, and the Plan.

GEORGIA RESIDENTS ONLY: Cancellation will comply with Section 33-24-44 of the Georgia Code.

KANSAS RESIDENTS ONLY: This Plan is not an insurance policy.

NEVADA RESIDENTS ONLY: This Plan is not an insurance policy. If the Plan is cancelled, no deduction shall be made from the refund for the cost of any service received. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

NORTH CAROLINA RESIDENTS ONLY: Purchase of this Plan is not required to obtain financing or to purchase Gateway products.

OKLAHOMA RESIDENTS ONLY: If you cancel within 30 days after you received this Plan, the Plan is void and Gateway will issue a full refund of the Plan purchase price. If you cancel this

Plan at any time after 30 days, Gateway will refund a pro rata portion amount based upon 90% of the unearned purchase price. If Gateway cancels within 30 days after you received this Plan, Gateway will issue a full refund of the Plan purchase price. If Gateway cancels this Plan any time after 30 days, Gateway will refund a pro rata portion of the purchase price.

PUERTO RICO RESIDENTS ONLY:

- You will not be liable for any sums for services under this Plan, other than costs, fees and other payments specified under this Plan.
- You may cancel this Plan for any reason at any time. To cancel, you must send written notice to: Service Contract Cancellation, Customer Service Department, Gateway Companies, Inc., 610 Gateway Drive, North Sioux City, SD 57049. If you cancel this Plan, Gateway may be liable to refund you the unearned portion of the Plan purchase price, on a pro rata basis, with no discount whatsoever.
- We will not cancel this Plan except for non-payment by you or if you commit a direct violation of this Plan, if and to the extent that this Plan specifies that such violation justifies cancellation. If we cancel this Plan, we will give you 30 days advance notice and may be liable to refund you the unearned portion of the Plan purchase price, on a pro rata basis, with no discount whatsoever.

SOUTH CAROLINA RESIDENTS ONLY: To prevent any further damage, please refer to the owner's manual. If we do not timely resolve your claims under this Plan within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

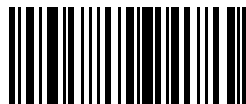
TEXAS RESIDENTS ONLY: If you have any consumer complaints regarding this Plan, you should contact the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, (512) 463-6599 or (800) 803-9202 (in Texas).

UTAH RESIDENTS ONLY: If you require technical support or service under this Plan, please call (800) 846-2301. NOTICE Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be canceled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time of the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if You can show that notification was not reasonably possible. Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorneys' fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

WISCONSIN RESIDENTS ONLY: THIS PLAN IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE WISCONSIN COMMISSIONER OF INSURANCE. This Plan shall not be canceled due to unauthorized repair of the covered equipment. If You cancel this Plan, no deduction shall be made from the refund for the cost of any service received. This Plan is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Plan.

WYOMING RESIDENTS ONLY: Any arbitration decision rendered in subject to the provision of the dispute resolution clause shall not be binding on the parties.

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