

NATIONWIDE COMMERCIAL
GATEWAY PRODUCT REPLACEMENT PLAN

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein.

Throughout this Gateway Product Replacement Plan ("Plan") the words "we", "us", and "our" refers to AIG WarrantyGuard, Inc ("AIGWG"), the Obligor of this Plan. AIGWG can be contacted at 300 South Riverside Plaza, Chicago, Illinois 60606-6113, telephone 1-866-361-1973. The words "you" and "your" refer to the purchaser of this Plan.

Instructions: You must keep this Plan and the sales receipt for the product; they are an integral part of this Plan and you may be required to produce them to obtain a replacement product. The product covered by this Plan and the term of this Plan are described in your invoice. This Plan, your invoice, the sales receipt, the commencement date and the product identification and any other evidence of purchase of the Plan constitute the entire agreement relating to this Plan. **THIS PLAN CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

Protection Period:

Coverage under this Plan expires two (2) years from the original product purchase date as stated on your purchase receipt.

To Obtain Replacement Voucher or Check: Call **1-866-361-1973**. Do not return the product to Gateway, unless it is within the product return timeframe. Be sure you have the original sales receipt available so that your claim can be processed. A Return Authorization Number (RA #) will be issued along with complete instructions, a mailing label and prepaid postage for you to ship your defective product.

Replacement Coverage: This Plan provides for replacement of the covered product found to be defective with a voucher or check equal to the original product purchase price or product of comparable performance. If you receive a replacement voucher, check, new product or a new component for your covered merchandise after the manufacturer's warranty has expired, this Plan is terminated.

- Coverage is limited to most products under \$400.
- This Plan provides power fluctuation/surge protection from the date of purchase on the product covered.
- This Plan is transferable, but not renewable.
- International coverage is available on a limited basis. For details call **1-866-361-1973**.
- This Plan provides coverage for product failures due to dust, internal overheating, humidity and normal wear and tear.
- We are not responsible for personal items left in the product to be replaced.

What is not covered:

- Product failures caused by theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, viruses or damage or loss caused during shipment between you and Gateway or its service providers.
- Product failures caused by natural disasters or casualties such as flood, wind, earthquake, lightning, fire, war or civil insurrection, governmental seizure or destruction, or nuclear reaction, radiation or radioactive contamination. "Acts of God"
- Any equipment or components that was not included in your Gateway product as sold by Gateway.
- Gateway products with altered, modified, or removed serial numbers.
- Product failures resulting from the use of your Gateway product in a manner for which it was not intended or intentional misuse.

- Normal wear or cosmetic damage and/or other damage that does not affect functionality. This Plan does not cover consumables, such as batteries and fuses, or the results of normal usage that do not materially alter the product's functionality.
- Product failures caused by your failure to follow all instructions contained in the product's user guide or unauthorized parts or service.
- Damages that occurred to your Gateway product before you purchased this Plan (a pre-existing condition).
- Products that are not listed on this Plan, including products attached to the covered product.
- Damage to or loss of software, computer viruses, data, removable media, consumables, portable docking stations (other than integrated docking bases which are covered under the Plan), carrying cases, big screen monitors (27 inches or larger).
- Loss and or theft.
- Consequential or incidental damages, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, down-time and charges for time and effort.
- Preventative maintenance or periodic check-ups directed by the manufacturer;
- Any failures, or parts and/or labor cost incurred as a result of a manufacturer's recall;

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. If we fail to pay you the 30-Day Refund within 45 days of your cancellation of this Plan 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.

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.

Renewable: This Plan is not renewable.

No cancellation fee applies to this Plan. No deductible applies to this Plan.

Transferable: This Plan is transferable to another owner for the product identified by the serial number on this validated Plan. There are no restrictions provided your contract is valid. There are no charges to transfer this Plan. The original purchase receipts, as well as any service repair receipts, must be transferred to the new owner. Call **1-866-361-1973**.

- **National Electronics Warranty Corporation, P.O. Box 1543, Ashburn, VA, is the administrator under this Plan.**
- 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, NY, 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 or a reimbursement 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, NC, or VA, this Plan is secured by a contractual liability insurance policy or a reimbursement 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:

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.

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.

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