



## EXTENDED WARRANTY TERMS AND CONDITIONS

Throughout this Service Contract ("Contract") the words, "We", "Us", and "Our" refer to the Obligor. ("AIGWG") refers to AIG Warranty Guard, Inc. ("Dealer") refers to eMachines, Inc. The words, "You" and "Your" refer to the Contract Holder or the person to whom the Service Contract was properly transferred.

**Definitions.** (1) We: the Obligor under this Contract as follows: AIG Warranty Guard, whose address is 500 Madison Street, Chicago, IL 60616, telephone 1-800-250-3819, except in Florida and California, where the obligors are the parties listed in the state specific endorsements below; and except in Alaska and Oklahoma, and any state where the Dealer is required to be the Obligor; (2) Dealer: eMachines, Inc. whose address is 14350 Myford Road, Suite 100, Irvine, California 92606-1002; (3) N.E.W.: National Electronics Warranty Corporation, the administrator of this Contract, whose address is P.O. Box 1367, Ashburn, VA 20146-1367; (4) Breakdown: The mechanical or electrical failure of the Product caused by defects in workmanship and/or materials; (5) Product: The item(s) which You purchased concurrently with and is covered by this Contract; (6) You: The individual who purchased the Product and this Contract.

**Contract:** 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.

**Instructions.** Please keep a copy of this Contract as You may be required to produce it to obtain service. Proof of product purchase may also be required.

**To Obtain Service.** Contact eMachines between 6:00 a.m. and 10:00 p.m. (PST) seven days a week, at 1-801-401-1419 during the effective period of this Agreement. Unauthorized repairs may void this Contract. Spanish language assistance is available for your convenience. **This Contract is available to customers residing in the United States of America only.**

**What Is Covered.** This Contract covers parts and labor costs resulting from a mechanical or electrical failure of the Product caused by defects in workmanship and/or materials, including those manifesting from power surges. Coverage pertains to any of the following products which You purchased concurrently with this Contract: one central processing unit, one motherboard and all components resident on the motherboard, internal power supply, up to two floppy drives including Zip, Jazz, Jax and other similar drives, one hard disk drive, all internal cards, one CD-ROM drive, one DVD drive, one CD-RW drive, one tape drive, one CRT/LCD monitor, one keyboard, up to two peripherals and one mouse (collectively "CPU"). eMachines is not liable for the performance of or non-performance of third party vendors, their products or their support services. Non-eMachines product is not covered nor warranted by eMachines. In-home or express ship service, at N.E.W.'s discretion, is provided for the full term of Your Contract. We will repair Your Product, replace the Product with one of equal or greater value, or reimburse you for authorized repairs, at Our discretion, when required due to a Breakdown, including those experienced during normal wear and tear, which is not concurrently covered under any other warranty or service contract or any insurance policy. Replacement parts or products will be new, rebuilt, refurbished or non-original manufacturer's parts that perform to the factory specifications of the product at our option. Please note: Repair or replacement due to damage manifesting from power surges shall be provided regardless of whether a Product is covered under an insurance policy or other warranty or service contract. This Contract provides pixel repair based upon manufacturer's guidelines. We will not be responsible for any lost data, files or user-installed software. We recommend that you back up all your data, files and user-installed software regularly and keep such backups in a safe place. In addition, before returning any unit for service, be sure to remove any confidential, proprietary, or personal information. We are not responsible for damage to or loss of any programs, data or removable storage media. We are not responsible for the restoration or reinstallation of any programs or data other than software installed by eMachines when the product is manufactured. We are not responsible for personal items left in a product to be repaired.

**Term of Coverage.** Coverage begins upon expiration of eMachines' limited parts and labor warranty and continues for a period of either twelve (12) or twenty-four (24) months, depending on the Contract You purchase. Coverage may not exceed a total of three (3) years from Your date of purchase, In the event your Product is being serviced by an authorized service center when the Contract expires, the term of the Contract will be extended until the covered repair has been completed.

**General Exclusions.** This Contract does not cover repairs caused by accidental or intentional physical damage, spilled liquids, insect infestation, misuse, abuse, altered serial numbers (including refurbished products) or damage caused by non-authorized repair personnel. Also not covered are replacement costs for lost or consumable parts (doors, bezels, LCD stands, plastics, etc.) cosmetic damage and problems due to improper and/or non-factory authorized installation or repairs.

- Contracts are not available or valid on products used for: commercial purposes (multi-user organizations), public rental or communal use in multi-family housing. Use of a Product for these purposes will void this Contract, unless noted specifically as a commercial Contract on the original purchase receipt.
- This Contract does not cover loss of any information or data that fails on a product while being repaired. It is your responsibility to back-up data stored on any media, including, but not limited to Computer Drives, Disks, CDs, DVDs, Memory Cards and Video Cassettes.
- This Contract does not cover repairs related to installed software, computer viruses or computer hardware that is added after the original purchase.
- This Contract excludes products that are not listed on this Contract.
- This Contract does not cover consequential or incidental damages, including, but not limited to, loss of use, loss of business, loss of profits, loss of data, own-time and charges for time and effort.
- This Contract does not cover any fees related to third party contracts.

- This Contract does not cover “no problem found” diagnosis.
- This Contract does not cover cracked or physically damaged screens.
- This Contract does not cover Theft.
- This Contract is fulfilled when a product is replaced after the expiration of the manufacturer's warranty.

**Cancellation.** We shall have the right to terminate this Contract in the event of fraud or material misrepresentation, including but not limited to commercial or rental use. We may also terminate this Contract in the event of unauthorized repair of covered equipment. In the event that we terminate this Contract, we shall mail written notice of cancellation to you not less than sixty (60) days before cancellation is effective. You can cancel this Contract at any time for any reason by e-mailing, mailing, or delivering notice of cancellation to eMachines, Inc. (acting on behalf of AIGWG). If the contract is cancelled: (a) within thirty (30) days of the receipt of this Contract, you shall receive a full refund of the price paid for the Contract provided no service has been performed or (b) after thirty (30) days, you will receive a pro rata refund, less the cost of any service received. No cancellation fee applies to this Contract.

**Insurance.** This is not a Contract of insurance. This contract 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. *Warranty@aig.com*. If You have filed a claim in writing under this Contract and are not reimbursed within sixty (60) days of filing such a claim, or if You are otherwise dissatisfied, you may make a claim directly to the insurance company.

**Endorsements.** Any endorsements provided with this Contract supersede the applicable general terms and conditions shown above.

**Entire Contract.** This Contract, including the terms, conditions, limitations, exceptions and exclusions, constitutes the entire agreement. Your rights under this Contract may vary from state to state.

#### STATE VARIATIONS

**The following state variations shall control if inconsistent with any other terms and conditions:**

**ALASKA RESIDENTS:** The Dealer is the Obligor under this Contract.

**ARIZONA RESIDENTS:** 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 Contract.

**CALIFORNIA RESIDENTS:** AIG Warranty Services and Insurance Agency, Inc. (AIGWS) is the Obligor under this Contract. AIG Warranty Services and Insurance Agency, Inc. can be contacted at 500 West Madison Street, Chicago, IL 60661.

**CONNECTICUT RESIDENTS:** The expiration date of this Contract 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 contact The State of Connecticut, Insurance Department, PO Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the product, the cost of repair of the product and a copy of the Contract

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

**KANSAS RESIDENTS:** This Contract is not an insurance policy.

**NEVADA RESIDENTS:** If the Contract is cancelled, no deduction shall be made from the refund for the cost of any service received. This Contract 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:** The purchase of this Contract is not required either to purchase or to obtain financing for a home appliance.

**OKLAHOMA RESIDENTS:** This Contract is not issued by the manufacturer or wholesale company marketing the product covered by this Contract. This Contract will not be honored by such manufacturer or wholesale company. If either You or We cancel this Contract, the return of the Contract price will be based upon one hundred percent (100%) of the unearned pro rata price of the Contract, less the cost of any service received. The Dealer is the Obligor under this Contract.

**SOUTH CAROLINA RESIDENTS:** To prevent any further damage, please refer to the owner's manual. In the event the Service Contract Provider does not provide covered service within (60) days of proof of loss by the Contract Holder, the Contract Holder is entitled to apply directly to the insurance company. If the insurance company does not resolve such matters within (60) days of proof of loss, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

**TEXAS RESIDENTS:** If you purchased this Contract in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-2906 or (800) 803-9202.

**UTAH RESIDENTS:** NOTICE Coverage afforded under this Contract is not guaranteed by the Utah Property and Casualty Guarantee Association.

**WISCONSIN RESIDENTS:** This Agreement is subject to limited regulation by the Wisconsin office of the Commissioner of Insurance. This Contract shall not be canceled due to unauthorized repair of the covered equipment. If You cancel this Contract, no deduction shall be made from the refund for the cost of any service received. This Contract is backed by a contractual liability policy with limits of liability of \$5,000 per claim and \$25,000 in aggregate per Contract.

**To obtain a large-type copy of the terms and conditions of this Contract, please call 1-801-401-1199.**

eMachines, Inc. Nationwide #82422