



EXTENDED SERVICE PLAN TERMS AND CONDITIONS

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.

Definitions. (1) Throughout this Service Contract "Contract" the words, "we", "us", and "our" refer to the Obligor; (2) "AIGWG" refers to AIG Warranty Guard, Inc.; (3) The words, "you" and "your" refer to the Contract Holder or the person to whom the Service Contract was properly transferred; (4) "Dealer" refers to eMachines, Inc. whose address is 14350 Myford Road, Suite 100, Irvine, California 92606-1002; (5) The words, "you" and "your" refer to the Contract Holder or the person to whom the Service Contract was properly transferred; (6) The Obligor under this Contract is: AIG Warranty Guard, Inc. whose address is 500 Madison Street, Chicago, IL 60616, telephone 1-800-250-3819, except in Oklahoma, and any other state where the Dealer is required to be the Obligor; (7) N.E.W.: National Electronics Warranty Corporation, the administrator of this Contract, whose address is P.O. Box 1367, Ashburn, VA 20146-1367; (8) Breakdown: The mechanical or electrical failure of the product caused by defects in workmanship, materials and/or normal wear and tear; (9) Product: The item(s) which you purchased concurrently with and is covered by this Contract; (10) Contract: Extended Service Plan.

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 products are not covered nor warranted by eMachines. In-home or express ship service is available for select Products beginning forty-five (45) days after your Contract purchase and is provided for the full term of your Contract. Laptop Notebook Screen protection may be purchased in conjunction with the standard laptop notebook program. Laptop Notebook protection will pay for labor and parts necessary to replace your laptop notebook screen should it become inoperable, but not more than twice over the term of the Contract. This coverage only applies to your laptop notebook screen. All other coverage and exclusions listed in this Contract apply to all other products, components and peripherals. Claims are limited to a cumulative amount of \$1000 or two repairs over the term of the Contract, whichever comes first. 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 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. This Contract does not cover pre-existing conditions.

- 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 acts of God.
- This Contract does not cover Theft.
- This Contract is fulfilled when a product is replaced.

Cancellation. We shall have the right to cancel this Contract in the event of fraud or material misrepresentation, including but not limited to commercial or rental use. We may also cancel this Contract in the event of unauthorized repair of covered equipment. In the event that we cancel 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. No deductible applies to this Contract.

Transferable: This Contract may be transferred to a subsequent owner of the product at no additional charge. To transfer, call 1-801-401-1419. Proof of purchase receipt, as well as any service repair receipts must be transferred to the new owner. Information provided by you must include the Contract number, date of transfer, new owner's name, complete address and telephone number.

Renewals: We are not obligated to renew your 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.

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. The sales receipt containing the length of the service contract, commencement date, and product identification is incorporated herein by reference.

STATE VARIATION

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

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.

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

eMachines, Inc. Nevada #84188 (3/04)