

GATEWAY CONSUMER SERVICE PLANS

Extended Service Plan

Gateway Priority Access

Extended Service Plan with Accidental Damage Protection

This booklet includes Gateway's service plans. The service plans you purchased are listed on your invoice. Please carefully read the plans for the services you purchased, as well as the Standard Terms of Sale (separately included) and Limited Warranty Agreement (separately included).

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Gateway Extended Service Plan Consumer Services

Throughout this Gateway Extended Service Plan ("Plan") the words "we", "us", and "our" refers to the Obligor. ("AIGWG") refers to AIG Warranty Guard, Inc. ("Gateway") refers to Gateway. The words "you" and "your" refer to the purchaser of this Plan.

This Plan extends the term of the manufacturer's limited warranty coverage and technical support coverage for your Gateway and eMachines-branded personal computer or other Gateway or eMachines-branded hardware products. 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 and your invoice is incorporated as part of 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 AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

Limited Warranty:

For products purchased directly from Gateway, the term of the Gateway limited warranty begins when your Gateway product is shipped to you and lasts for the period stated on your invoice, **except that portable batteries and big screen monitors (27 inches or larger) are only covered under this Plan for a period of 1 year.** For products purchased from an authorized Gateway reseller, the term of the Gateway limited warranty begins upon your purchase and lasts for the period stated in the Gateway Limited Warranty Agreement included with your Gateway product (separately attached). Please refer to the Gateway Limited Warranty Agreement for the scope and terms of your limited warranty. This Plan does not cover software or non-Gateway branded products such as joysticks, printers, scanners, etc.

Technical Support:

We will provide technical support to you for your personal computer or server during the term of this Plan. The scope and terms of technical support are described in the Gateway Limited Warranty Agreement (separately attached).

Customer Requirements:

- To obtain technical support or service under this Plan:
 - **Click:** You can reach Technical Support by going to <http://www.gateway.com/support> for online, E-mail and online chat support. The technical support site can help you with your technical needs in a variety of ways, such as driver downloads, bios updates, and useful tips. You can even ask questions, which we will help answer. The Web never closes, so anytime you have the time, click your way to assistance.
 - **Call Gateway Direct:** You can call Gateway's Technical Support Hotline at the number listed on your Gateway product or under the "Contact Us" link at <http://www.gateway.com/support>, 24 hours a day, 7 days a week. Please note that when contacting Gateway via telephone, long distance and other charges may apply, depending upon your calling area. For Gateway PC products, you can also take advantage of Gateway's Screen-Sharing technology if you have access to the Internet. Screen-Sharing technology gives our technical support representatives the ability to view and control your desktop in real time, over the Internet. We can discuss your systems issues via two-way chat and fix most software problems that we encounter by remote control.
 - The method of technical support may change at any time at our discretion.
- You must assist us in diagnosing issues with your product and follow our Plan guidelines. If we determine that you need a replacement part, we will ship, at our expense, the part and installation instructions to you. If you purchased in-home service, we may, at our discretion, dispatch a service representative to your home to install the replacement part if we reasonably determine that you are not able to install it yourself. If necessary to resolve your issue, you may be required to ship your Gateway product to a Gateway service facility. If we ask you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. We will charge you for replacement parts or products if you fail to do so. Replacement parts will be new or serviceably used, comparable in function and performance to the original part.
- You are responsible for properly maintaining your product and protecting it from damage. You should back up all files stored on your Gateway product before obtaining technical or warranty services from us. **WE ARE NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**

- 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 a Gateway service facility. We will pay the costs of returning the product to you from the service facility. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR GATEWAY PRODUCT DURING SHIPMENT TO US.**
- You must obtain service from us under this Plan. We will not reimburse you for service performed by others.
- No deductible applies to this Plan.

Limitations:

- This Plan does not include any type of tutorial support. .
- 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.
- This Plan is not available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- 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 does not cover consequential or incidental damages.
- This Plan does not provide coverage for normal wear and tear.

Cancellation: 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, 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 daily 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 we cancel 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 daily 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 Agreement, 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 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: 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: 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. Telephone 1-800-250-3819.

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

KANSAS RESIDENTS: This Plan is not an insurance policy.

NEVADA RESIDENTS: 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: Purchase of this Plan is not required to obtain financing or to purchase products.

OKLAHOMA RESIDENTS: If you cancel within 30 days after you received this Plan, the Plan is void and we will issue a full refund of the Plan purchase price. If you cancel this Plan at any time after 30 days, we 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, we will issue a full refund of the Plan purchase price. If we cancel this Plan any time after 30 days, we will refund a pro rata portion of the purchase price.

PUERTO RICO RESIDENTS:

- 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, we 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: 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: 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: 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.

WISCONSIN RESIDENTS: 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.

Form #86805
10-25-04

Gateway Priority AccessSM Service

Throughout this Gateway Priority AccessSM Service Plan ("Plan") the words "we", "us", and "our" refers to the Obligor. ("AIGWG") refers to AIG Warranty Guard, Inc. ("Gateway") refers to Gateway. The words "you" and "your" refer to the purchaser of this Plan.

Scope of Coverage:

Gateway's Priority Access Service ("Priority Access") increases the service levels available to you under your Gateway Limited Warranty or Extended Service Plan that you purchased. The term of this Gateway Priority Access Service shall be provided on your invoice. Please refer to the Gateway Limited Warranty Agreement and Gateway Extended Service Plan for details regarding your underlying service plan. The invoice is incorporated herein by reference. **THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

To the extent your underlying Gateway Consumer Service Plan includes the following, the applicable service levels will be increased accordingly.

Technical Support:

When you call us at 888-888-0402 a highly trained Gateway technician will answer your call within 30 seconds from the time your customer identification number is validated by our system. Technical Support is available to valid Priority Access customers twenty-four hours a day, seven days-a-week, three-hundred and sixty-five days a year.

Next Business Day Replacement Parts:

If you require a replacement part, that is covered under your Gateway Limited Warranty or Extended Service Plan we will ship a replacement part on the same business day, provided that your warranty issue is diagnosed by us before 4 PM, central time, Monday through Friday (excluding holidays), or on the next business day. We will ship the replacement part to you via overnight delivery service or the most expedient shipping method, if overnight delivery service is not available to you.

Next Business Day On-site Parts Replacement:

If we determine you need on-site service and it is available under your Gateway Limited Warranty or Extended Service Plan, we will schedule a service representative to install replacement parts on the business day the parts are scheduled to be received by you or in the most expedient repair method if next business day repair is not available in your area, or such other time as agreed to by you and us.

Same Day Portable Pick Up:

If your portable PC must be repaired, and such failure is covered under your Gateway Limited Warranty or Extended Service Plan, we will pick up your Product on the same business day if your issue is diagnosed by us before 12 PM, local customer time, Monday through Friday (excluding holidays). We will repair your Product within two business days and return it to you via overnight delivery service or the most expedient shipping method if overnight delivery service is not available to you.

Limitations:

- This Plan does not include any type of tutorial support.
- 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.
- Replacement parts will be new or serviceably used, comparable in function and performance to the original part.
- This Plan is not available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- 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 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: 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 daily 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 we cancel 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 daily 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 Agreement, 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: 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: 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. Telephone 1-800-250-3819.

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

KANSAS RESIDENTS: This Plan is not an insurance policy.

NEVADA RESIDENTS: 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: Purchase of this Plan is not required to obtain financing or to purchase products.

OKLAHOMA RESIDENTS: If you cancel within 30 days after you received this Plan, the Plan is void and we will issue a full refund of the Plan purchase price. If you cancel this Plan at any time after 30 days, we will refund a pro rata portion amount based upon 90% of the unearned purchase price. If we cancel within 30 days after you received this Plan, we will issue a full refund of the Plan purchase price. If we cancel this Plan any time after 30 days, we will refund a pro rata portion of the purchase price.

PUERTO RICO RESIDENTS:

- 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: 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: 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).

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Form #86803
10-25-04

Gateway Extended Service Plan with Accidental Damage Protection Consumer Services

Throughout this Gateway Extended ServiceSM Plan with Accidental Damage Protection ("Plan") the words "we", "us", and "our" refers to the Obligor. ("AIGWG") refers to AIG Warranty Guard, Inc. ("Gateway") refers to Gateway. The words "you" and "your" refer to the purchaser of this Plan.

This Plan extends the term of the manufacturer's limited warranty coverage and technical support coverage for your Gateway or eMachines-branded personal computer or other Gateway or eMachines-branded hardware products. 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 and your invoice is incorporated as part of 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 AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

What is covered:

This Plan covers manufacturer's defects in materials and workmanship that are the result of normal usage. We will repair or replace eligible parts in your Gateway product that are accidentally damaged during the term of this Plan. Eligible parts covered under this Plan consist of components originally included in your product. Accidental damage consists of damages caused by impact, dropping, falls, spilled liquids, immersion in liquids, power surges (when protected by an operational surge suppressor), and other such accidental causes, or a natural disaster (excluding fire).

Limited Warranty:

For products purchased directly from Gateway, the term of Gateway limited warranty begins when your Gateway product is shipped to you by Gateway and lasts for the period stated on your invoice, **except that portable batteries and big screen monitors (27 inches or larger) are only covered under this Plan for a period of 1 year.** For products purchased from an authorized Gateway reseller, the term of the Gateway limited warranty begins upon your purchase and lasts for the period stated in the Gateway Limited Warranty Agreement included with your Gateway product (separately attached). Please refer to the Gateway Limited Warranty Agreement for the scope and terms of your limited warranty. This Plan does not cover software or non-Gateway or non-eMachines branded products such as joysticks, printers, scanners, etc.

Technical Support:

We will provide technical support to you for your personal computer or server during the term of this Plan. The scope and terms of technical support are described in the Gateway Limited Warranty Agreement (separately attached).

Customer Requirements:

- To obtain technical support or service under this Plan:
 - **Click:** You can reach Technical Support by going to <http://www.gateway.com/support> for online, E-mail and online chat support. The technical support site can help you with your technical needs in a variety of ways, such as driver downloads, bios updates, and useful tips. You can even ask questions, which we will help answer. The Web never closes, so anytime you have the time, click your way to assistance.
 - **Call Gateway Direct:** You can call Gateway's Technical Support Hotline at the number listed on your Gateway product or under the "Contact Us" link at <http://www.gateway.com/support>, 24 hours a day, 7 days a week. Please note that when contacting Gateway via telephone, long distance and other charges may apply, depending upon your calling area. For Gateway PC products, you can also take advantage of Gateway's Screen-Sharing technology if you have access to the Internet. Screen-Sharing technology gives our technical support representatives the ability to view and control your desktop in real time, over the Internet. We can discuss your systems issues via two-way chat and fix most software problems that we encounter by remote control.
 - The method of technical support may change at any time at our discretion.
- You must assist us in diagnosing issues with your Gateway product and follow our Plan guidelines. If we determine that you need a replacement part, we will ship, at our expense, the part and installation instructions to you. If you purchased in-home service, we may, at our discretion, dispatch a service representative to your home to install the replacement part if we reasonably determine that you are not able to install it yourself. If necessary to resolve your issue, you may be required ship your Gateway product to a Gateway

service facility. If we ask you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. We will charge you for replacement parts or products if you fail to do so. Replacement parts will be new or serviceably used, comparable in function and performance to the original part.

- You are responsible for properly maintaining your product and protecting it from damage. You should back up all files stored on your Gateway product before obtaining technical or warranty services from us. **WE ARE NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**
- 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 a Gateway service facility. We will pay the costs of returning the product to you from the service facility. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR GATEWAY PRODUCT DURING SHIPMENT TO US.**
- You must obtain service from us under this Plan. We will not reimburse you for service performed by others.
- No deductible applies to this Plan.

Limitations:

- This Plan does not include any type of tutorial support.
- 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.
- This Plan is not available in all jurisdictions. Please refer to your invoice to determine whether this Plan applies to you.
- 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 does not cover consequential or incidental damages.
- This Plan does not cover loss or damage caused by fire, theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, viruses or damage or loss caused during shipment between you and us.
- This Plan does not cover any equipment or components that were not included in your product as originally sold to you.
- This Plan does not cover products with altered, modified, or removed serial numbers.
- This Plan does not cover damage resulting from the use of your product in a manner for which it was not intended.
- This Plan does not cover normal wear that does not affect functionality.
- This Plan does not cover cosmetic damage and/or other damage that does not affect functionality.

Cancellation: 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, 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 daily 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 we cancel 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 daily 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 Agreement, 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: 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: 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. Telephone 1-800-250-3819.

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

KANSAS RESIDENTS: This Plan is not an insurance policy.

NEVADA RESIDENTS: 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: Purchase of this Plan is not required to obtain financing or to purchase products.

OKLAHOMA RESIDENTS: 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:

- 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, we 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: 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: 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: 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.

WISCONSIN RESIDENTS: 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.

IN ALASKA, ARKANSAS, DELAWARE, DISTRICT OF COLUMBIA, IDAHO, IOWA, LOUISIANA, MASSACHUSETTS, MINNESOTA, MISSOURI, NEW JERSEY, NORTH CAROLINA, OHIO, PENNSYLVANIA, AND TENNESSEE: All references to "Accidental Damage Protection" and the "What is covered" section are deleted and replaced with the following:

What is Covered:

This plan covers defects in materials and workmanship that are the result of normal usage. We will repair or replace eligible parts in your Gateway product that experience a failure as provided herein during the term of this plan. Eligible parts covered under this Plan consist of components originally included in your product.

The Obligor hereby provides additional limited warranty coverage in excess of that provided in the Gateway Limited Warranty Agreement included with your Gateway product (separately included). The Obligor herein warrants that the product will operate under normal operating conditions, including operational or structural failures of the product due to normal wear and tear and handling including failures caused by impact (including dropping or falls in the usual course of use) spilled liquids, brief immersion in liquids, power surges (when protected by operational surge suppressor) and other such product or structural failures incurred under normal product usage.

Please send correspondence about this Agreement to:

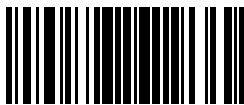
**Gateway
Customer Service Department
610 Gateway Drive
Attn: Warranty Services
North Sioux City, SD 57049**

Current information on technical support and warranty policies, phone numbers and other service information is available on our web sites:

www.gateway.com

www.emachines.com

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