

GATEWAY BUSINESS SERVICE PLANS

Extended Service Plan
Accidental Damage Protection Plan
Standard Terms of Sale and
Limited Warranty Agreement



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This booklet includes Gateway's service plans and Standard Terms of Sale and Limited Warranty Agreement. 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 and Limited Warranty Agreement.

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Gateway Extended Service Plan Business Services

This Gateway Extended ServiceSM plan ("Plan") extends the term of the limited warranty coverage and technical support coverage for the Gateway personal computer, server or other Gateway-branded hardware identified on your invoice. This Plan may include additional services described below. Please refer to your invoice for the services you purchased.

Limited Warranty:

The term of the limited warranty for your Gateway product 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.** Please refer to Gateway's Standard Terms of Sale and 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:

Gateway 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 Gateway's Standard Terms of Sale and Limited Warranty Agreement.

Optional Services:

On-Site Warranty Service. On-site services are available only in the United States and are not available for mice, monitors, keyboards, docking stations, and similar external components of the product.

- **Basic On-Site.** Gateway will install replacement parts in your product as necessary to correct defects covered under your limited warranty. If Gateway reasonably determines you are not able to install a replacement part yourself, Gateway may, at its discretion, dispatch a service representative to your location to install the part.
- **Gateway Server Hardware Diagnostic Services.** Under this service, Gateway will dispatch an authorized technician to your place of business to diagnose issues covered under the limited warranty applicable to your Gateway server. To initiate on-site diagnostics, you must contact Gateway and Gateway will attempt to diagnose and resolve your issue remotely. If Gateway determines your issue cannot be diagnosed over the phone, then within 4 hours Gateway will dispatch an on-site technician to complete the diagnosis of your issue. Gateway will work diligently to resolve your issue, but it cannot guarantee that your issue will be resolved in any particular time. The on-site visit will be for issue diagnostics only. If the technician determines that a replacement part or product is needed, it will be ordered and installed under Gateway's standard on-site service policies. You may purchase coverage under this service for terms of up to 3 years, running from the date of shipment of the Product. Because this Service is not available in some locations, Gateway may not be able to provide the Service if you move your server Product from the location to which it was originally shipped by Gateway.
- **Gateway Server 2 and 4-Hour Response Service.** Under this service, Gateway will dispatch an authorized technician to your place of business to diagnose and repair issues covered under the limited warranty applicable to your Gateway server. On-site repairs under this service apply to components of the Product necessary to keep it up and running as determined by Gateway.

To initiate on-site diagnostics and repair, you must contact Gateway and Gateway will attempt to diagnose and resolve your issue remotely. If Gateway determines on-site repair service is necessary to restore your Product to an up-and-running condition, then within 2 or 4 hours (depending on your service plan) Gateway will dispatch an on-site technician to complete the diagnosis of your issue and install replacement parts as necessary to restore your product to an up-and-running condition. Gateway will work diligently to resolve your issue, but Gateway cannot guarantee that your issue will be resolved in any particular time. You may purchase coverage under this Service for terms of up to 3 years, running from the date of shipment of the product. Because this service is not available in some locations, Gateway may not be able to provide the service if you move your product from the location to which it was originally shipped by Gateway. This service may not be available for up to 30 days after your product is delivered to you, depending on your system configuration and parts stocking levels in your service area. During this start-up period, Gateway will use its best efforts to restore your product to an up-and-running condition as soon as possible.

Installation Services. The following services are available in the United States.

- **Basic Installation Services.** A Gateway authorized technician will install and verify the operation of your product. This service does not include network installation.
- **Network Installation Services.** A Gateway authorized technician will install and connect the network cards, applicable software and products purchased from Gateway as part of a business network solution. You must ensure that proper network wiring is available and that your existing products meet the minimum requirements necessary for connection to your network. Please call Gateway for information on the minimum requirements for this service. **Please Note:** The Gateway technician will not perform troubleshooting on your network wiring. All troubleshooting of wiring requested by you shall be subject to a separate fee. If installation services are required to be rescheduled due to network wiring issues, you may incur additional charges.
- **Data Migration Services.** A Gateway technician will transfer data from an old personal computer to a new product purchased from Gateway. The cost of this service is based on the amount of data that is transferred: up to 200 mb, 400 mb, and greater than 400 mb. In addition, you may be charged extra fees if you do not perform all of your responsibilities as set forth below or if it necessary to reschedule service because you have not performed these responsibilities. Only data files of standard format (e.g. *.xls, *.doc, *.ppt file extensions) will be transferred, no individual file may exceed 95 mb, no application software, operating system software, or databases will be transferred, and the operating system of the old personal computer must be Microsoft 3.1 or a subsequent release. Please call Gateway for information on additional technical requirements for this service. Data migration services are available only in conjunction with system installation services. Data migration service is available in the continental United States. In addition to the other responsibilities set forth in this Agreement, you are responsible for completing the following tasks before the technician arrives:
 - a. Creating a single folder (or directory) named “**Migrate**” and transferring to this folder all data that you want transferred from the from your old personal computer to your new Product;
 - b. Conducting an anti-virus scan on the data prior to the service appointment;

- c. Ensuring all aspects of software security, including performing and reloading backups and licensing;
 - d. Converting data to new file formats (e.g. WordPerfect to Word);
 - e. Noting the size of “**Migrate**” folder or directory before and after migration service to ensure that all data was successfully transferred;
 - f. Ensuring that systems are prepared and functional for migration services;
 - g. Creating a backup copy of all data that will be transferred;
 - h. Ensuring that there are an adequate number of electrical outlets for old equipment and new equipment to be utilized at the same time;
 - i. Ensuring that old equipment is in working condition for data migration services (e.g. functional serial/parallel ports, system boots properly, etc.);
 - j. Obtaining “quick fixes” from OEMs that you may need to address any compatibility issues that occur post migration.
- **Deinstallation Services.** Gateway will disconnect the monitor, keyboard, mouse, and peripherals from your old personal computer, box the system using packing materials you supply (you may use the packing materials from your new product, if sufficient), and transport the old system to a central location within the same building or floor on a dolly or utility cart that you supply. Deinstallation services are available only in conjunction with system installation services.
- **Disposition Management Services.** Gateway will provide transportation and disposition of used products, described as monitors (up to 21 inches), keyboards, mice, printers, scanners, portable and desktop personal computers (“Eligible Assets”). Title to all Eligible Assets passes to Gateway when they are picked up from your location. Disposition Management Services are available in the continental United States in those areas located in a business zone (not available for residential locations). You are responsible for completing the following tasks before the technician arrives:
 - a. **Packaging the Eligible Assets in individual cartons not exceeding 30 inches in length, 27 inches in width and 42 inches in height (deinstallation services are available from Gateway for a separate fee, although you must tape all cartons closed);**
 - b. Completing the “*Inventory Worksheet for Disposition Management*” and submitting it to Gateway (assets not appearing on the inventory may be refused for shipment or subject to an additional fee);
 - c. Having all Eligible Assets, packaged and ready for shipping, assembled at one location on the scheduled pick-up day.
- **ENTERPRISE SOFTWARE SUPPORT LINE (ESS).** For software products listed on the “Supported Enterprise Software List” located at www.Gateway.com Gateway will assist you with (i) use and installation questions; (ii) product , compatibility, and interoperability questions; (iii) interpretation of product documentation; (iv) diagnostics support; and (v)

assistance with problem source identification and problem resolution. Gateway provides ESS Support on a per incident basis. Incidents are decremented from your account when Gateway provides you a solution for a single problem. A problem is defined as a singular request for assistance on a specific product or issue. Gateway maintains the right to change the Supported Enterprise Software List at any time for any reason. Requests for assistance on multiple questions or problems are considered multiple incidents. The duration of time available to use purchased incidents is listed on your invoice. ESS Support is not available until 48 hours after the applicable invoice date.

Customer Requirements:

- To obtain service under this Plan:
 - **Click:** You can reach Gateway Support by going to <http://www.gateway.com/support> for online, E-mail and online chat support.
 - **Come into a Gateway Store:** You can bring your Gateway product to any Gateway Store that has a Service Center.
 - **Call Gateway Direct:** You can call Gateway's Technical Support Hotline at 1-877-485-1464 or Automated Troubleshooting Hotline at (800) 846-2118, 24 hours a day, 7 days a week.
 - The method of technical support may change at any time at Gateway's discretion.
- You must assist Gateway in diagnosing issues with your Gateway product and follow Gateway's warranty processes. If Gateway determines that you need a replacement part, Gateway will ship the part and installation instructions to you. If Gateway reasonably determines you are not able to install a replacement part yourself, Gateway may, at its discretion, dispatch a service representative to your location to install the part. If necessary to resolve your issue, you may be required to deliver your Gateway product to a Gateway Store or ship it to a Gateway service facility. If Gateway asks you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. Gateway will charge you for replacement parts or products if you fail to do so.
- You should back up all files stored on your Gateway product before obtaining technical or warranty services from Gateway. **GATEWAY IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.** If you need help backing up your data, Gateway provides fee-based telephone and in-store services to help or actually perform a backup of your files.
- 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. Gateway 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 GATEWAY.**
- You must obtain service from Gateway under this Plan. Gateway will not reimburse you for service performed by others.
- For ESS you can call Gateway's Technical Support Hotline at 1-877-485-1464 from 8:00 A.M. to 5:00 P.M. local customer time Monday thru Friday excluding National holidays.

Limitations:

- This Plan does not include any type of tutorial support. You may purchase tutorial support on per-incident basis or in bulk increments.

- You may not assign or transfer this Plan. This Plan terminates when you transfer or dispose of your Gateway product.
- 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 Gateway to obtain service. Please refer to Gateway's Standard Terms of Sale and Limited Warranty Agreement for more information.

GATEWAY WILL PROVIDE THE SERVICES ON THE TERMS DESCRIBED ABOVE AND THE TERMS IN GATEWAY'S STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT (SET FORTH ON PAGE 11 OF THIS BOOKLET AND ALSO AVAILABLE AT [HTTP://WWW.GATEWAY.COM/](http://www.gateway.com/)), WHICH TOGETHER ARE THE COMPLETE AGREEMENT BETWEEN YOU AND GATEWAY FOR THE SERVICES YOU HAVE PURCHASED. UNLESS THIS PLAN SPECIFIES OTHERWISE OR PROVIDES TERMS INCONSISTENT WITH GATEWAY'S STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT, ALL THE TERMS OF GATEWAY'S STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT ARE INCORPORATED INTO THIS PLAN BY REFERENCE.

Gateway Accidental Damage Protection Plan Business Services

This Gateway Accidental Damage ProtectionSM Plan ("Plan") provides for the repair of your Gateway[®] branded personal computer or other Gateway-branded hardware if it fails to perform to manufacturer's specifications due to normal use and handling of the product. 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. This Plan augments the limited warranty applicable to your Gateway product under the Standard Terms of Sale and Limited Warranty Agreement and the Gateway Extended ServiceSM plan .

Protection Period:

- The term of this Plan begins and ends when the Extended Service Plan you separately purchased for your Gateway product begins and ends as stated on your invoice.

What's covered?

- Gateway will repair or replace eligible parts in your Gateway product that fail to perform to manufacturer's specifications due to normal use or handling during the term of this Plan. Eligible parts covered under this Plan consist of components originally included in your Gateway product. Replacement parts will be new or serviceably used, comparable in function and performance to the original part.
- Product failures caused by normal use or handling consist of those caused by impacts, dropping, falls, spilled liquids, immersion in liquids, power surges (when protected by an operational surge suppressor), and similar causes.
- Gateway will arrange to ship replacement parts or products to and from you in the United States, and will pay the shipping costs. Gateway will not reimburse you for shipping costs you incur.

What's 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.
- Any equipment or components that were 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.
- Defects in materials and workmanship covered under the Limited Warranty for your Gateway product.
- 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.
- 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.
- Damages that occurred to your Gateway product before you purchased this Plan (a pre-existing condition).

- Damage to or loss of software, 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), or any non-Gateway-branded products such as joysticks, printers, scanners, speaker systems (other than speakers included in standard PC configurations), etc.

Customer Requirements:

- To obtain service under this Plan, you must contact Gateway Technical Support, which is available 24 hours a day, 7 days a week. Click on the Gateway eSupport web site at <http://www.gateway.com/support> or call 1-877-485-1464. Gateway will determine how and where repair services are provided, and you may be required to deliver your product to a Gateway repair facility.
- You must assist Gateway in diagnosing issues with your Gateway product and follow Gateway's warranty processes. If Gateway determines that you need a replacement part, Gateway will ship the part and installation instructions to you. If Gateway reasonably determines you are not able to install a replacement part yourself, Gateway may, at its discretion, dispatch a service representative to your home or office to install the part. If necessary to resolve your issue, you may be required to deliver your Gateway product to a Gateway Store or ship it to a Gateway service facility. If Gateway asks you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. Gateway will charge you for replacement parts or products if you fail to do so.
- You should back up all files stored on your Gateway product before obtaining services from Gateway. **GATEWAY IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.** If you need help backing up your data, Gateway provides fee-based telephone and in-store services to help or actually perform a backup of your files.
- Gateway will arrange to ship replacement parts or products to and from you, and will pay the shipping costs. To prevent damage during shipping, ship your Gateway product in suitable packing materials. You are responsible for any damage to your Gateway product that occurs during shipment. **GATEWAY IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR GATEWAY PRODUCT DURING SHIPMENT BEFORE GATEWAY PERFORMS SERVICES.**
- You must obtain service from Gateway under this Plan. Gateway will not reimburse you for service performed by others.

Limitations:

- If Gateway is unable to repair or replace parts for your Gateway product for any reason, Gateway's maximum liability to you under this Plan will not exceed the original purchase price of your Gateway product.
- 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 Gateway to obtain service. Please refer to Gateway's Standard Terms of Sale and Limited Warranty Agreement for more information.

GATEWAY WILL PROVIDE THE SERVICES ON THE TERMS DESCRIBED ABOVE AND THE TERMS IN GATEWAY'S STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT (SET FORTH ON PAGE 11 OF THIS BOOKLET AND

ALSO AVAILABLE AT [HTTP://WWW.GATEWAY.COM/](http://www.gateway.com/)), WHICH TOGETHER ARE THE COMPLETE AGREEMENT BETWEEN YOU AND GATEWAY FOR THE SERVICES YOU HAVE PURCHASED. UNLESS THIS PLAN SPECIFIES OTHERWISE OR PROVIDES TERMS INCONSISTENT WITH GATEWAY'S STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT, ALL THE TERMS OF GATEWAY'S STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT ARE INCORPORATED INTO THIS PLAN BY REFERENCE.

FOR NEW YORK ONLY:

THIS PLAN IS NOT AVAILABLE FOR PURCHASE IN NEW YORK

STANDARD TERMS OF SALE AND LIMITED WARRANTY AGREEMENT

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Gateway, Inc. or any of its subsidiaries or affiliates ("Gateway") or a Gateway authorized reseller ("Reseller"), unless you enter into a separate written agreement with Gateway. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY GATEWAY IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER GATEWAY'S REFUND POLICY. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 8 BELOW.**

- 1. Payment Terms.** Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Gateway may change prices without notice to you before Gateway enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Gateway has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Gateway, except that Gateway may, at the request of your lender, withhold technical and warranty support and other services from you.
- 2. Shipping and Title.** Gateway will arrange to ship products to you. Title to products passes to you when Gateway delivers them to the shipper and risk of loss passes to you when the shipper delivers products to the address you designate. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You must notify Gateway of damaged or missing items from your order within 30 days after you receive your product.
- 3. Return Policy.** You may return products and cancel unused services within 15 days after you receive your product or are invoiced for services, except that E Series systems, server products and big screen (42" or larger) display products may be returned within 30 days after you receive your product. To return products and cancel services you must follow Gateway's return procedures, including obtaining a return merchandise authorization (RMA) kit and returning products within 7 days after you receive an RMA kit. Gateway will refund the original purchase price of products, unperformed services and related sales taxes. SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL GATEWAY RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR RESTOCKING FEES TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. You must return all pre-loaded software with the product to obtain a refund for the product, and you may only return pre-loaded software if you choose to return the product. You may return other software only if the package has not been opened. THIS RETURN POLICY IS NOT A

WARRANTY. NOTE: Gateway will not accept for return any products you purchased from a Reseller. Additional restrictions may apply on certain products purchased from the Gateway Accessory Store. Please visit our Help pages for more information.

- 4. Technical Support.** Gateway will provide technical support for products at no additional charge for 30 days from the date of shipment or invoice or, if longer, the period stated on your invoice. For Gateway-branded personal computers and servers, the scope of technical support consists of helping you reinstall the operating system and factory-installed software and restore it to the original factory configuration. In addition, during your support period Gateway will assist you with (i) installation of any network operating system (“NOS”) purchased by you from Gateway; (ii) configuration of the NOS software so that it works with the networked Gateway computers you purchased; (iii) setup of the NOS software so that it is fully integrated with other products you purchased from Gateway; and (iv) troubleshooting issues associated with the NOS software and assistance with NOS error messages. Technical support for issues beyond the scope of this basic technical support may be available under other service packages. Gateway provides technical support via on-line, telephone and other methods. Gateway may change the means through which it provides technical support at any time. **Gateway does not guarantee that software will be free from errors, either in isolation or in combination with hardware.**
- 5. Product Limited Warranty.** Gateway warrants to the original purchaser or, for products purchased from a Reseller, to the original end-user that Gateway-branded products will be free from defects in materials and workmanship for thirty (30) days from the date of shipment or invoice or, if longer, the period stated in the product manual or an extended service plan purchased separately by you. During the warranty period, Gateway will, at its option: (1) provide replacement parts necessary to repair the product, (2) replace the product with a comparable product, or (3) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. You must assist Gateway in diagnosing issues with your Gateway product and follow Gateway’s warranty processes. If Gateway determines your product requires service, you may be required to deliver it to an authorized 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 an authorized service facility. If you live in the United States, Gateway will pay the costs of returning the product to you from the service facility. Gateway will not provide warranty service at Gateway Retail locations unless otherwise provided in an extended service plan. If Gateway determines that you need a replacement part, Gateway will ship the part and installation instructions to you. Repair services are available at your location only if provided as part of an extended service plan and only if Gateway, at its discretion, determines local repair services are necessary. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part, and warranted for the remainder of the original warranty period or, if longer, 30 days after they are shipped to you. Purchasing additional products from Gateway does not extend your warranty period. You authorize Gateway to send replacement parts and products to an authorized third party service provider. If Gateway asks you to return defective parts or

products, you must do so within 7 days after you receive the replacement parts or products. Gateway will charge you for replacement parts or products if you fail to do so. If you live outside the United States, the details of your warranty service may vary as described below. **THIS LIMITED WARRANTY DOES NOT COVER MISUSE OR MINOR IMPERFECTIONS WITHIN DESIGN SPECIFICATIONS OR THAT DO NOT MATERIALLY ALTER FUNCTIONALITY. GATEWAY DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF GATEWAY BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER SOFTWARE OR NON-GATEWAY BRANDED PRODUCTS. ANY WARRANTY APPLICABLE TO SOFTWARE OR NON-GATEWAY BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.**

- 6. Services and Service Warranty.** The terms of services provided to you by Gateway consist of this Agreement and the additional terms stated in separate services descriptions provided by Gateway. For a period of 30 days after services are performed, Gateway warrants that services provided by it were performed in a professional and workmanlike manner. You should back up all files before services are performed. **GATEWAY IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA.**
- 7. Disclaimer of Warranties; Limitation of Liability.** EXCEPT FOR THE WARRANTIES EXPRESSED IN THIS AGREEMENT, GATEWAY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE TERM OF THIS AGREEMENT. GATEWAY'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST AS ALLOWED BY LAW. NEITHER YOU NOR GATEWAY IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD, OR FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- 8. Dispute Resolution.** You and Gateway agree that any Dispute between You and Gateway 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 Gateway 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 Gateway. 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 Gateway, Gateway 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, (ii) the related order for, purchase, delivery, receipt or use of any product or service from Gateway, or iii) any other dispute arising out of or relating to the relationship between You and Gateway; the term "Gateway" means Gateway, Inc, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Gateway; and 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.

9. **General.** You may not assign this Agreement without Gateway's written consent. Gateway, Inc. and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from Gateway, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of Gateway. Any additional or altered terms attached to your order shall be null and void, unless expressly agreed to in writing by Gateway. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of South Dakota, without giving effect to conflicts of law rules.

Privacy Notice. Gateway respects our customers' right to privacy and will take all appropriate steps to keep your personal information confidential. You can

review Gateway's Privacy Policy on our web site. The Privacy Policy also explains how you can update your information and elect not to receive email marketing solicitations from Gateway. In addition, Gateway obtains customer information from other companies that provide products and services to our customers. By purchasing, registering for or using other companies' products and services that are distributed by Gateway, you agree that these companies may transfer your customer information to Gateway. Gateway will maintain and use your customer information in accordance with its Privacy Policy.

For Residents of Canada:

1. This Agreement is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement.
2. **Shipping and Title** You must comply with all applicable export laws and regulations of Canada, the United States and other relevant countries if you export the Product outside Canada.
3. **Return Policy.** Gateway does not accept for return any products purchased from a reseller. To return products to Gateway, contact Gateway Canada Tech Support and follow the instructions you receive. In all cases, Gateway will not be responsible for any shipping and handling charges to and from Gateway, or paying or refunding customs fees or taxes that may be due.
4. **Language.** You confirm your request that this Agreement and all documents related directly or indirectly thereto be drafted in the English language. Vous reconnaissez avoir requis que la présente convention ainsi que tous les documents qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise.

For Residents of Mexico:

1. **Shipping and Title.** You must comply with all applicable export laws and regulations of Mexico, the United States and other relevant countries if you export the Product outside Mexico.
2. **Return Policy.** Gateway does not accept for return any products purchased from a reseller. To return products to Gateway, contact Gateway Mexico Tech Support and follow the instructions you receive. To return a product purchased directly from Gateway in the United States, contact Gateway International Support in the United States and follow the instructions you receive. In all cases, Gateway will not be responsible for any shipping and handling charges to and from Gateway, or paying or refunding customs fees, taxes, or VAT that may be due.

For All International Customers:

The standard warranty stated above also applies to Gateway products shipped to a country outside the United States, *provided that* customers outside the United States and Canada are responsible for paying all freight charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to the Gateway. All international customers are responsible for all customs duties, VAT and other associated taxes and charges.

Please send correspondence about this Agreement to:

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

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