

Gateway Priority AccessSM Service Business Services

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., which can be contacted at 300 Riverside Plaza, Chicago, IL 60606, telephone number 1-800-250-3819. 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 for the Gateway or eMachines-branded personal computer, server or other Gateway or eMachines-branded hardware identified on your invoice. The term of this Gateway Priority Access Service shall be provided on your invoice. Please refer to the Gateway Limited Warranty Agreement and the Gateway Extended Service Plan for details regarding your underlying service plan. This Plan, your invoice and any other evidence of purchase of the Plan constitute the entire agreement relating to this Plan. **THIS PLAN CONTAINS A DISPUTE RESOLUTION CLAUSE (SEE BELOW).**

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

Technical Support:

When you call us at 1-888-888-0402 a highly trained 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, at our discretion, new, rebuilt (serviceably used) or non-original manufacturer's parts that perform to the factory specifications of the product.
- No deductible applies to 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 provide coverage for normal wear and tear.

Dispute Resolution:

You and us agree that any Dispute between You and us will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and we will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near Your residence by submission of documents, by telephone, online or in person whichever method of presentation You choose. If You prevail in the arbitration of any Dispute with us, we will reimburse You for any fees you paid to NAF in connection with the arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, You would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Plan, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) any other dispute arising out of or relating to the relationship between You and Us, the term "You" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

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:

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. This arbitration provision does not prohibit a California resident from following the process to resolve complaints as outlined by the California Bureau of Electronic and Appliance Repair (BEAR). To learn more about this process, you may contact BEAR at 1-800-952-5210, or you may write to Department of Consumer Affairs, 3485 Orange Grove Avenue, North Highlands, California 95660, or you may visit their website at www.bear.ca.gov.

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.

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

UTAH RESIDENTS: NOTICE Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be canceled due to unauthorized repair which results in a material change in the nature

or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time of the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not reasonably possible. Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorneys' fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

WISCONSIN RESIDENTS: 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.

WYOMING RESIDENTS: Any arbitration decision rendered in subject to the provision of the dispute resolution clause shall not be binding on the parties.

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