



# Lenovo Damage Protection Services Agreement

## Important Notice

Please read the following terms carefully. If you do not agree with these terms, do not use the Services or complete any registration process, and contact the seller of your Lenovo product within thirty (30) days for a refund. You agree that by: (1) using or registering a Service; or (2) failing to reject these terms within thirty (30) days you have accepted these terms.

### 1. DEFINITIONS

“You” and “Your” shall refer to the purchaser.

“We”, “Us”, “Our”, and “Obligor”/ “Provider” shall refer to Lenovo (United States) Inc. (“Lenovo”), 1009 Think Place, Morrisville, North Carolina 27560 Ph: 800-426-7378, except in Washington and Wyoming where it shall refer to National Product Care Company (“NPCC”), 175 W. Jackson, 11th Floor, Chicago, IL. 60604. This is an Agreement between You and the “Obligor”/“Provider” of this Agreement.

The administrator of this Agreement is:  
Lenovo (United States) Inc.  
Customer Relationship Management  
1009 Think Place Morrisville, NC 27560  
Attn: Lenovo Accidental Damage Protection Services Administrator

### 2. WHAT THIS AGREEMENT COVERS

This Accidental Damage Protection Services Agreement (“Agreement”) is the complete agreement between you and Lenovo regarding accidental damage protection (the “Service”) for the products specified in your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between you and Lenovo regarding the Service. Any additional or different terms in any order or written communications from you shall be void and of no effect. Service purchased under this Agreement will be provided as described in this Agreement. The Service is available in the country or region in which you purchased your product. The Service may be available in other countries or regions at Lenovo’s sole discretion on a reasonable efforts basis.

### 3. DAMAGE PROTECTION SERVICE

**a. Covered Product:** The “Covered Product” is your notebook, all-in-one, desktop, or tablet computer identified on your invoice or order confirmation.

**b. Scope of Service.** If the functionality of the Covered Product is impacted by an operational or structural failure caused by: (i) liquid spills on the keyboard, (ii) unintentional bumps or drops of the Covered Product from not more than fifteen (15) feet or five (5) meters, (iii) an electrical surge that damages the Covered Product’s circuitry, or (iv) the failure of the integrated LCD screen, Lenovo will repair or replace (in its sole discretion) the Covered Product; provided, however, that the damage to the Covered Product is caused by an accident and is unintentional.

**c. Covered Product Features.** This Agreement covers components installed in your Covered Product at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated LCD screen, optional features installed by Lenovo at the time of purchase, and other components that Lenovo includes as a standard feature with the Covered Product. **THIS AGREEMENT DOES NOT COVER THE FOLLOWING:** batteries, light bulbs, memory disks, wire connections, AC adapters, carrying cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software (preloaded or purchased separately), tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice or other input/output devices, any other components not internal to the Covered Product, any pre-existing defects in your Covered Product that occurred on or before the date of this Agreement, optional features not installed by Lenovo at the time of purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo, or any products repaired by anyone other than Lenovo or a service provider authorized by Lenovo.



**d. Coverage Period.** The period of Service shall begin on the warranty start date of the Covered Product. It will expire at the end of the period specified in your invoice. The coverage period terminates immediately if your product is replaced under this Agreement. **FOR TABLET PRODUCTS ONLY:** If your tablet product is repaired under this Agreement, your tablet product is not eligible for another repair of a different issue under this Agreement for twelve (12) months.

**e. Waiting Period.** When Service is purchased subsequent to the purchase of your Covered Product, you may not exercise your rights to Service for thirty (30) days from the purchase date of the Service. Lenovo reserves the right to inspect your Covered Product prior to agreeing to provide Service, when Service is purchased subsequent to the purchase of your Covered Product.

**f. Obtaining Service.** To obtain Service, contact Lenovo or a Lenovo-authorized service provider (each a "Service Provider"). You must follow the problem determination and resolution procedures specified by the Service Provider. The Service Provider may attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. Some problems with your Covered Product may be resolved with a replacement part that you install yourself called a "Customer Replaceable Unit" or "CRU." If so, the Service Provider will ship the CRU to you for you to install. CRUs that are easily installed by you are called "Self-service CRUs". "Optional-service CRUs" are CRUs that may require some technical skill and tools. Installation of Self-service CRUs is your responsibility. You may request that a Service Provider install Optional-service CRUs. There may be additional charges for installation of a Self-service CRU.

If the problem with your Covered Product cannot be resolved over the telephone or by the installation of a CRU, the Service Provider will arrange for Service as described below.

If you are entitled to on-site warranty service under the Lenovo Warranty Services Agreement and the Service Provider determines your Covered Product can be repaired at your location, then the Service Provider will repair or exchange your Covered Product at your location. Service is available during normal business hours, Monday through Friday, excluding holidays. Some repairs may need to be completed at a service center. If so, the Service Provider will send the Covered Product to the service center at its expense.

If you are not entitled to on-site warranty service under the Lenovo Warranty Services Agreement, or your Covered Product cannot be repaired at your location, your Covered Product will be repaired or exchanged at a service center. You are responsible for disconnecting your Covered Product and packing it in the provided shipping container to return your Covered Product to the designated service center. Shipping expenses will be paid by the Service Provider. A courier will pick up your Covered Product and deliver it to the service center. The Service Provider will return the repaired or replacement product to you at its expense.

You must (i) provide the Service Provider with sufficient, free, and safe access to your facilities to perform the necessary Service; (ii) remove all data, including confidential information, proprietary information and personal information, from your Covered Product or, if you are unable to remove any such information, modify the information to prevent its access by another party or so that it is not personal data under applicable law; (iii) remove all features, parts, options, alterations, and attachments not covered by the Service; (iv) ensure that your product or part is free of any legal restrictions that prevent its replacement; and (v) if you are not the owner of a product or part, obtain authorization from the owner for the Service Provider to provide Service.

When the Service involves the replacement of your product or a part, the replaced product or part becomes Lenovo's property and the replacement product or part becomes your property. You must return the replaced product or part as designated by the Service Provider. The replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part.

#### 4. WHAT THIS AGREEMENT DOES NOT COVER

This Agreement does not cover the following:

- a. Normal wear and tear of the Covered Product;
- b. Parts intended to be replaced or consumed (e.g., batteries), or those components listed in Section 3.c of this Agreement;
- c. Cosmetic damage (e.g., scratches, dents, or cracks that do not affect the Covered Product's functionality or structural integrity);
- d. Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environments, improper maintenance by anyone other than Lenovo-authorized service providers, removal of original parts or alteration of a Covered Product or identification labels;



- e. Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids;
- f. Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, acts of God or other events outside the reasonable control of the parties; or
- g. Preventive maintenance.

## 5. PAYMENT

Payment must be received by Lenovo in advance of providing the Service. If you do not register with Lenovo, you will be required to provide your proof of purchase as evidence of your entitlement to Service. You are responsible for any taxes related to the Service.

## 6. WARRANTY

Lenovo warrants that Services will be performed using reasonable care and skill.

**TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

## 7. LIMITATION OF LIABILITY

**TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY REMEDY SET FORTH HEREIN, SHALL LENOVO, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS, DAMAGE OR DISCLOSURE OF YOUR DATA; 3) SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. IN NO CASE SHALL THE TOTAL LIABILITY OF LENOVO, ITS AFFILIATES, SUPPLIERS, CONTRACTORS, RESELLERS OR SERVICE PROVIDERS FOR DAMAGES FROM ANY CAUSE EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID FOR THE COVERED PRODUCT.**

## 8. GENERAL

You may cancel this Agreement, for a full refund, within 30 days of purchase by sending a written notice to: Lenovo Accidental Damage Protection Administrator Center at the address provided at the top of this Agreement. If you cancel after 30 days of purchase, your refund will be based upon 100% of the unearned pro rata premium.

We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation. If We cancel this Agreement Your refund will be based upon 100% of the unearned pro rata premium.

You may transfer this Agreement to another party only when ownership of the covered product is transferred to the other party and You have obtained Our prior written consent. Mail all such requests to the Lenovo Damage Protection Services Administrator at the address provided at the top of this Agreement. Your written request must include a copy of this Agreement, Your Invoice(s) noting the part number and serial number of the covered Product(s) and Your entitlement to Service, the effective date of transfer, and the transferee's name, address and phone number. The coverage provided under this Agreement may not be transferred to any product other than the covered Product(s). Please note that if You move Your System to a geographic location in which the Service coverage is not available at the same price as You paid for this Agreement, You may incur an additional charge to maintain the same categories of Service coverage at the new location. If You choose not to pay such additional charge, Your Service may be automatically changed to categories of Service that are available at such price or a lesser price in such new location with no refund available.

None of the information exchanged between us is confidential or proprietary, including any information you disclose over the phone or electronically.



Lenovo and our related companies may process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill your Service. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under applicable law, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may decline to receive any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we do business; we may provide it to entities acting on our behalf; or we may disclose it where required by law. We will not; however, sell or otherwise transfer personally identifiable information you provide to any third parties for their own direct marketing use without your consent.

If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Each of us grants the other only the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

Neither of us will bring a legal action arising out of or related to this Agreement or Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract. Neither of us is responsible for failure to fulfill obligations due to causes beyond their control.

Either of us may communicate with the other by electronic means and such communication shall be deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.

Each of us will comply with any laws and regulations that are applicable to this Agreement.

You may not assign this Agreement, in whole or in part, without the prior written consent of Lenovo.

Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.

## **9.ARBITRATION**

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this Provision, "You" and "Your" mean the person or persons named in this Agreement, and all of his/her heirs, survivors, assigns and representatives. And, "We" and "Us" shall mean Lenovo and or the Obligor identified above and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its Products, and all of the dealers, licensees, and employees of any of the foregoing entities. Any and all Claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable Claims) arising out of, relating to, or in connection with (1) this Agreement or any prior Agreement, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. This Arbitration Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Agreement. You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims. You and We understand and agree that because of this Arbitration Provision neither You nor We will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any Claim.



## 10. INDIVIDUAL STATE DISCLOSURES

THIS SECTION **ONLY** APPLIES TO SALE OF SERVICES TO CONSUMERS

**IN ALABAMA:** Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN ARKANSAS:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

**IN CALIFORNIA:** You may cancel this Agreement for a full refund within 60 days of receipt of the Agreement by sending written notice to: Lenovo Accidental Damage Protection Administrator Center at the address provided at the top of this Agreement. If you cancel after 60 days of receipt of the Agreement, your refund will be based upon 100% of the unearned pro rata premium. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The following sentence of the General provision of Your Agreement is deleted in its entirety: "Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract." and replaced by the following: "Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than two (2) years after the cause of action arose. Each of us hereby waives any right to bring any claim after that time unless such waiver is expressly prohibited by statute or other applicable California law."

**IN COLORADO:** Action under this Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the Unfair Practices Act", articles 1 and 2 of title 6, C.R. S. A party to this Agreement may have a right of civil action under these laws, including obtaining the recourse or penalties specified in such laws. Obligations of the Provider under this Agreement are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc. located at 175 West Jackson, Chicago, IL 60604: 1-800-209-6206. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the Insurer under the service contract reimbursement insurance policy. If a refund is not paid or credited within 45 days of the date of cancellation a 10% penalty per month has to be added to the refund. This right is not transferable and only applies to the original service contract purchased. The use of non-original manufacturer's parts is not allowed.

**IN CONNECTICUT:** Your Agreement term is automatically extended by the length of time in which the covered Product is in Our custody for repair. If You have a dispute with Us, You may contact 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 Product, the cost of repair of the Product, and a copy of the Agreement. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN GEORGIA:** If You purchase Your Agreement in Georgia, You are entitled to cancel this Agreement at any time. Cancellation must comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Agreement purchase price above the customary short rate for the expired term of the Agreement, and no Claim paid or incurred shall be deducted from any refund owed. We are also entitled to cancel this Agreement at any time based upon fraud, misrepresentation, or failure to pay for the Agreement, and notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Refunds will be issued on a pro rata basis. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN HAWAII:** The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

**IN ILLINOIS:** This Agreement does not provide coverage for normal wear and tear except as specifically provided in the coverage section above. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN INDIANA:** The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.



**IN KENTUCKY:** The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN MAINE:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

**IN MARYLAND:** The "Purchase Price" shall refer to the purchase price of the covered Product as shown on Your sales receipt. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

**IN MINNESOTA:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

**IN MISSOURI:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN MONTANA:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

**IN NEVADA:** The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. No claim incurred or paid shall be deducted from the amount of Your cancellation refund. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. If We are unable to repair Your Product, replacement of Your covered Product will be provided for with a store voucher or check equal to the original purchase price of the covered Product. Refund of the original Product purchase price will fulfill this Agreement in its entirety and will cancel and discharge all further obligations under this Agreement. With respect to each Product covered under this Agreement, Our liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: failure to pay the Agreement purchase price; the conviction of You of a crime which results in an increase in the Service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement; or a material change in the nature or extent of the Service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the Service required beyond that contemplated at the time of purchase. If We cancel the Agreement, You will be refunded the unearned pro rata purchase price of the Agreement. This Agreement is not renewable. We consider the purchase price set forth in your invoice or order confirmation to be part of this Agreement. The section concerning Arbitration is deleted in its entirety. It is not applicable to you.

**WAITING PERIOD. WHEN SERVICE IS PURCHASED SUBSEQUENT TO THE PURCHASE OF YOUR COVERED PRODUCT, YOU MAY NOT EXERCISE YOUR RIGHTS TO SERVICE FOR THIRTY (30) DAYS FROM THE PURCHASE DATE OF THE SERVICE. LENOVO RESERVES THE RIGHT TO INSPECT YOUR COVERED PRODUCT PRIOR TO AGREEING TO PROVIDE SERVICE, WHEN SERVICE IS PURCHASED SUBSEQUENT TO THE PURCHASE OF YOUR COVERED PRODUCT.**

**IN NEW HAMPSHIRE:** In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

**IN NEW MEXICO:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: (a) failure to pay the Agreement purchase price; (b) the conviction of You of a crime which results in an increase in the Service required under the Agreement; (c) fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; (d) or the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made.



**IN NEW YORK:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within thirty (30) days after return of the Agreement to Us. Obligations of the Provider under this Agreement are insured under a service contract reimbursement insurance policy. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy. The Insurer is Virginia Surety Company, Inc. located at 175 West Jackson, Chicago, IL 60604: 1-800-209-6206. The terms of the manufacturer's warranty and any applicable extended warranty related to the Product are hereby incorporated by reference into this Agreement and are a part of this Agreement. Article 79 of the New York Insurance Law applies to the manufacturer's warranty and any extended warranty incorporated by reference into this Agreement. If there is a conflict between the manufacturer's warranty or extended warranty incorporated by reference into this Agreement, this Agreement shall govern. The date and cost of this Agreement are as set forth in Your Invoice. If no claim has been made under this Agreement and You cancel this Agreement this Agreement shall be void and You shall be entitled to a full refund of the cost hereof.

**IN NORTH CAROLINA:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN OHIO:** The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

**IN OKLAHOMA:** The Cancellation provision of Your Agreement is deleted in its entirety and replaced by the following: If You cancel the Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price. If We cancel the Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price of the Agreement. No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

**IN OREGON:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The section concerning Arbitration is deleted in its entirety. It is not applicable to You. You may agree to enter into arbitration at the time of a dispute, but you are not required to agree that such arbitration be binding against You. All arbitration proceedings will occur in Oregon and be conducted under Oregon law. Arbitration must be held in the county in which You reside or at another location agreed upon by You and Us. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

**IN SOUTH CAROLINA:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. If You have a question, a complaint or Your claim is not handled in a timely manner, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (800) 768-3467. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

**IN TEXAS:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. The service contract provider license number for Lenovo in TX is 617.

**IN UTAH:** Coverage afforded under the Agreement is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Agreement during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations



due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (d) substantial breach of contractual duties, conditions, or warranties. Arbitration is deleted in its entirety. This Agreement does not have a deductible. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**IN VERMONT:** The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604.

**IN VIRGINIA:** The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604.

**IN WASHINGTON:** "Definitions" Section is deleted in its entirety and replaced with the following: "In Washington, "We", "Us", "Our" and "Obligor" means ServicePlan, Inc., 175 W. Jackson, 11th Floor, Chicago, IL 60604." Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. The following statement is added to "Arbitration" Section 9: "In Washington any binding arbitration will be held at a location closest to Your permanent residence."

**IN WISCONSIN:** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. **This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin.**

**IN WYOMING:** The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206. The section concerning Arbitration is deleted in its entirety. It is not applicable to You. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.