



COMPUTER WARRANTY SERVICES LLC.

CWS EXTENDED WARRANTY SERVICE PLAN AGREEMENT

ITEM PURCHASE DATE _____	Product Type: _____
OWNER'S NAME _____	Manufacturer: _____
ADDRESS _____	Model: _____
City _____, STATE _____, ZIP _____	Serial #: _____
PHONE _____	Assigned Warranty #: Ab102117
E-mail: _____	

I understand and agree that the limited warranty/service contract I am applying for is between COMPUTER WARRANTY SERVICES, LLC, and consumer. I further understand and agree that if this plan is purchased from a retailer, from which I am making this application, and they have no liability other than submitting the payment and necessary paperwork to COMPUTER WARRANTY SERVICES, LLC.

RETAILER'S NAME _____	Please read this contract in full before signing. OWNER'S ACCEPTANCE TO TERMS: X _____ DATE ____/____/____
SALESPERSON'S NAME _____	
RESELLERS PHONE _____	

Warranty Service Plan Coverage and Terms

CONGRADULATIONS

You have just made a smart consumer decision to protect your computer from the possible unforeseen cost of repairing your new or reconditioned product by purchasing a Computer Warranty Service Plan. If you have questions on your plan please call toll free 1-866-357-5530.

This Plan is an agreement between Computer Warranty Services, LLC, who is the obligor/provider, and you, the purchaser. Computer Warranty Services is the Administrator. Customers having questions regarding the receipt of services under this Plan should call the Administrator at 1-866-357-5530 . This document sets forth the entire Plan and may not be modified except by the Administrator.

1. SERVICE PLAN

It is the expectation of the Manufacturer that the Equipment will be free from defects in workmanship and material for one year from the Commencement Date. However, in the event the Customer detects and reports to Computer Warranty Services ("CWS") during the Service Period a defect in the workmanship or material of the Equipment, then CWS shall provide to the Customer the services hereinafter described, subject to all of the terms and conditions of this Service Plan and subject to all of the terms and conditions of the agreement between CWS and the Manufacturer.

A. DEFINATIONS

As used in this Service Plan, the following terms shall have the following meanings: (1) "Equipment" shall mean the computer hardware system with which this Service Plan is enclosed; (2) "Manufacturer" shall mean the original Equipment manufacturer; (3) "Customer" shall mean only the end-user of the Equipment who is located in the continental United States and who is either the original purchaser of the equipment from the Manufacturer, from an authorized reseller, or an authorized person who receives a transfer of this Service Plan as provided below; (4) "Person" shall mean an individual, partnership, association, corporation, limited liability company, limited liability partnership, trust, estate, or other entity of any kind, as the case may be, including but not limited to a governmental entity or subdivision thereof; (5) "Service period" shall mean the one-year period commencing on the Commencement Date or any renewal period agreed to by Customer and CWS; (6) "Commencement Date" shall mean the date on which the Equipment is first purchased by a customer from the Manufacturer or from an authorized reseller.



B. COVERAGE

1) This Service Plan extends only to CWS Customers, and not to any other Person. To obtain performance under this Service Plan, a Customer should call CWS at the toll free number appearing above and report a defect in the workmanship or material of the Equipment. It shall be the Customer's responsibility to prove the Commencement Date. For this reason, Customer should save Customer's purchase receipt. CWS reserves the right to refuse service to any Customer who cannot prove the Commencement Date. The return of the Limited Service Plan Activation Form by Customer is not a condition precedent to obtaining performance under this Service Plan. Only representatives of CWS or authorized CWS service providers may perform repairs on the Equipment under this Service Plan. (2) During the Service Period, CWS will repair or replace, at the option of CWS, any Equipment having a defect in material or workmanship. All replacement parts shall be provided by the Manufacturer, at no cost or predetermined cost to CWS. CWS will return the Equipment to a functional operating system promptly. CWS will not reload Customer's software. All replacement parts shall also be covered under this Service Plan for the remainder of the Service Period or for thirty (30) days, whichever is longer. (3) Some problems or defects may require CWS to reformat or replace a hard disk drive. Under such circumstances all data on the disk drive may be lost. Neither CWS nor the authorized CWS service providers shall be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Plan or resulting from the services performed hereunder. The Customer is solely responsible for the security of Customer's data. CWS strongly advises Customer to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure. (4) CWS will attempt to diagnose problems over the telephone. Telephone technical services are available on the CWS toll-free service line 24 hours per day, 7 days per week, excluding holidays. (5) CWS will provide On-site service as necessary Monday through Friday, excluding holidays, between the hours of 8:00 A.M. and 5:00 P.M. Customer's local time.

C. EXCLUSIONS

This Service Plan does not include: (1) Installation or set-up of the Equipment; (2) Service needed as a result of moving the Equipment; (3) Damage to the exterior surface or housing of the Equipment; (4) Problems resulting from negligence, misuse, abuse, or other physical casualty to the Equipment: improper maintenance; electrical disturbances; acts of nature; or work, attachments, additions, alterations, or modifications by persons other than authorized CWS service providers: (5) Service needed as a result of improper operating environment: (6) Any problem not involving a defect in the Equipment hardware, including, but not limited to, software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, and operating system problems and errors: (7) Any problem that cannot be solved by replacement of defective Equipment hardware: (8) Use of any item with the Equipment if the item is not designated for use with the Equipment; or (9) Any computer system that is not fully functional at the time it is purchased and installed by Customer.

2. EXCULPATION

The maximum liability of CWS under this Service Plan is limited to the cost of replacing any defective Equipment. CWS shall not be liable to the Customer for incidental and consequential damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Service Plan gives you specific legal rights, and you may also have other rights, which vary from State to State. CWS has provided this Service Plan pursuant to an agreement between the Manufacturer and CWS. All of the obligations of CWS under the agreement run solely to the Manufacturer. Under no circumstances shall a Customer or any other Person ever be deemed to be a third-party beneficiary of the agreement. In the event CWS fails for any reason to provide services to Customer under this Service Plan, Customer shall have no recourse against CWS.

3. RESPONSIBILITIES OF CUSTOMER

Customer shall: (1) operate the Equipment in an environment meeting the Manufacturer's specifications: (2) protect the supply of electricity to the Equipment through the use of appropriate surge protection devices: (3) comply with the Manufacturer's operating manual: (4) promptly report to CWS any diagnostic messages: (5) permit no work on the Equipment except by authorized CWS service providers: (6) have an adult representative present whenever CWS provides support services: (7) perform such diagnostic procedures or programs as requested by an authorized CWS service provider: (8) safeguard and deliver to an authorized CWS service provider all replacement parts shipped by the Manufacturer to Customer. All replacement parts and other items shipped to Customer must be accounted for to the Manufacturer. Either the part to be replaced or the replacement part or item shipped to Customer must be returned to the Manufacturer. Customer assumes financial responsibility for all parts and accessories, including, but not limited to, cables, diskettes and manuals, shipped to Customer until the item or part replaced is returned to the Manufacturer.



4. TRANSFER OF SERVICE PLAN

This Service Plan may be transferred at any time during the original term hereof for a transfer fee of \$15.00. The transferee succeeds to the remaining term of the Service Plan. Please call the CWS toll-free service line for information.

5. INDEMNIFICATION

CWS shall not be liable for, and Customer hereby indemnifies and holds CWS and every authorized CWS service provider harmless from, any and all loss, damage, claim, or cause of action, direct or indirect, incidental or consequential, occurring to Customer, or to the employees or agents of Customer, or to any other third party, or to the property of any of the foregoing, which may arise as a result of any defect covered by this Service Plan or as a result of any service performed under this Service Plan. CWS is not responsible to make repairs that will exceed the replacement value of the unit as determined by the CWS technical administrator. In such cases CWS may refund the full warranty purchase price paid by the client or pay the current replacement value of the unit.

6. PARTS AVAILABILITY

Because of the rapid development of technology in the computer industry, or for other reasons, a particular part may not be available from the Manufacturer. In such an event, CWS will make reasonable efforts to locate a compatible replacement part from other sources. If CWS cannot locate a compatible replacement part, then, if possible, CWS will offer to upgrade Customer's system to the least expensive configuration that can be serviced. If Customer elects to accept the offer to upgrade, then Customer shall prepay CWS for the cost of the upgrade. In the event Customer chooses not to accept the upgrade, CWS shall not be responsible to make repairs under this Service Plan.

7. CONSTRUCTIONS AND INTERPRETATION

Customer's return of Limited Service Plan Activation Form or Customer's first use of the toll-free service line shall constitute Customer's acceptance of and acquiescence to the terms of this Service Plan including the indemnification provisions. This Service Plan shall be governed by and construed in accordance with the laws of the State of Wyoming.

Please Keep This Service Plan And Your Invoice In A Safe Place For Future Reference.

Computer Warranty Services: for 24/7/365 Support Services Call 1-866-561-8270

For CWS Administration Customer Service call: 1-866-357-5530

Warranty # Ab102117

**For Support Services Call:
CWS 1-866-357-5530**