



Dell In-Home Printer Service

After Remote Diagnosis

Service Description – U.S.

Service Overview

PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL MARKETING L.P. (“DELL”) AGREES TO PROVIDE IN-HOME REPAIR SERVICES FOR ISSUES COVERED BY YOUR DELL LIMITED HARDWARE WARRANTY (see www.dell.com/warranty). **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

HERE ARE THE DETAILS OF YOUR SERVICE CONTRACT (“AGREEMENT”):

Your Printer. For purposes of this In-Home Printer Service agreement (Agreement), a Printer is defined as a Dell printer and any other components that are described specifically on your Printer’s invoice or the information page included with your copy of this Agreement or are standard components (at the time of purchase) of the model of the Dell Printer you purchased. The specific Printer covered under this Agreement is described on your Printer’s invoice or the information page included with your copy of this Agreement. This Agreement between you and Dell is valid on Printer(s) purchased in the United States only, and the services to be provided by Dell apply only in the continental United States, Alaska, and Hawaii, and only to the extent such services address issues covered by your Printer’s Dell Limited Hardware Warranty (see www.dell.com/warranty). In addition, the services to be provided under this Agreement are on-site, labor-only services exclusive of any initial problem determination and parts. Problem determination and parts may be provided under your Dell Limited Hardware Warranty.

How to Use Your Service

1. **Call Dell for Telephone-based Assistance.** Diagnosis or troubleshooting under your Dell Limited Hardware Warranty (see www.dell.com/warranty) is required prior to receiving service under this Agreement. For service support call one of the following toll free numbers. These phone lines are answered twenty-four (24) hours a day, seven days a week, including regularly observed holidays:
 - a. **For Home and Home Office Customers:**
 - Technical Support 800-624-9896
 - Customer Service 800-624-9897
 - b. **For Small Business Customers:**
 - Technical Support & Customer Service 800-456-3355
2. **Prepare for the Call.** You will help the technician serve you better if you have the following information and materials ready when you call: your Printer's invoice and serial numbers; express service code; service tag number; model and model numbers.

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3. **Explain Your Problem to the Technician.** Now you are ready to describe the problem you are having with your Printer. Let the technician know what error message you are getting and when it occurs; what you were doing when the error occurred; and what steps you may have already taken to solve the problem.
4. **Cooperate with the Technician to Solve Your Problem.** Experience shows that most Printer problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician's suggestions. Diagnostic or troubleshooting steps like those outlined in sections 1, 2, 3, and 4 are an essential aspect of reaching the right resolution for your issue. Those steps may require more than one call or an extended session, and you may be asked to access the inside of your Printer where safe to do so. If your Printer's issue is covered by Dell's Limited Hardware Warranty and that issue is not resolved remotely, a technician and/or part will be dispatched, following completion of diagnosis or troubleshooting, as further described under this Agreement.
5. **UNTIL YOU HAVE COMPLIED WITH THE ABOVE PROCEDURES, DELL CANNOT DISPATCH A SERVICE TECHNICIAN TO PERFORM ON-SITE REPAIRS.**
6. **On-Site/In-Home Service.** Subject to the terms of this Agreement, if your issue is covered under your Dell Limited Hardware Warranty (see www.dell.com/warranty) and the technician cannot correct your problem over the phone, then service is available for your Printer within the United States. Please tell the technician the full address of your Printer's location. Both the performance of service and service response times depend upon the time of day of your call to Dell, parts availability, geographical restrictions, and the terms of this Agreement. If you follow the procedures detailed in this Agreement and if your issue is subject to dispatch under this Agreement, then a service technician will be dispatched, usually in 1 or 2 business days following completion of remote diagnosis, to arrive at your location for service on a day that is during the Principal Period Of Maintenance (PPM) of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding regularly observed holidays. If the service technician is dispatched for service after 5:00 p.m. local time, the service technician may take an additional business day to arrive at your location.
7. **Service Scope.** This Agreement will only involve such services as are required to restore your Printer's operational capability as set forth in your Dell Limited Hardware Warranty. This service does not cover any related network problems or any service that would be unique to the Printer's operation on a network. For purposes of this Agreement, all references to time mean the customer's local time.
8. **Holidays.** Regular holidays shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless you are notified otherwise by Dell.
9. **An Adult Must Be Present At Residences.** For on-site service provided at a residence, an adult (person of at least 18 years of age) must be present at all times during the service technician's visit.
10. **Assistance You Must Provide.** The service technician must receive full access to the Printer and (at no cost to Dell) have working space, electricity, and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service.
11. **If You Miss The Service Visit.** If you or your authorized representative is not at the location when the service technician arrives, we regret that the service technician cannot service your Printer. The service technician will notify you to let you know he or she was there. If this occurs, you may be charged an additional charge for a follow-up service call.
12. **Customer Replaceable Units and Whole Unit Replacement.** If the telephone technician determines that the defective unit is one that is easily disconnected and reconnected, such as an external printer cable or

any other component designated from time to time as a component that may be replaced by the customer, then you may receive such component to install without a service technician arriving on-site. Also, if the telephone technician determines that the Printer is one that should be replaced as a whole unit, a whole replacement unit with a prepaid return mailing label for the defective return may be sent directly to you. You are required to return the defective unit within ten (10) days.

13. **Warranty Parts.** If the telephone technician determines that your Printer needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking, unused units or warranty parts to Dell. If the replacement unit is not delivered in person by an on-site service technician, then you may incur a charge from Dell if you fail to return the non-working/unused units/warranty parts to Dell within the ten (10) day return period.
14. **Advanced Exchange Terms for All Service Levels.** Dell may offer to provide a replacement part or product ("Replacement Item") to you on an Advanced Exchange basis, regardless of the original level of service purchased by you. Before providing an Advanced Exchange, Dell may require a valid credit card number and credit authorization or payment for the Replacement Item from you prior to sending you such Replacement Item. We will not charge your credit card for the Replacement Item, or we will refund your payment for such Replacement Item as long as: 1) you return the original part or product to us within 10 days of your receipt of the Replacement Item and 2) we confirm that your product issue is covered under the Dell Limited Hardware Warranty. If we do not receive your original part or product within 10 days, we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, will not refund your payment. If upon receipt of your original part or product, we determine that your product issue is not covered under the Dell Limited Hardware Warranty, then you will be given the opportunity to return the Replacement Item, at your sole expense, within ten (10) days from the date we contact you regarding the lack of coverage for your issue, and if you do not return the Replacement Item, then we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, then we will not refund your payment. If you require a Replacement Item but do not wish to provide credit authorization or payment pursuant to this paragraph, you will not receive an Advanced Exchange.
15. **Return of Parts and Products.** When returning (or allowing an on-site technician to return) a product or part for replacement (including but not limited to a mobility product such as a laptop, tablet, phone, or handset), unless otherwise directed by your Dell tech support agent, do not include parts not sent to you for replacement (such as battery, battery pack cover, SIM card, memory card, etc.). Dell will not be responsible for any data or voice charges incurred as a result of your failure to remove all SIM cards inside products returned to Dell.
16. **Parts and Product Ownership.** All service parts removed from the product and any original products for which you received a replacement product become the property of Dell. You are obligated to pay at the then-current standard Dell price for any service parts removed from the product and any original products for which you received a replacement product that are not properly returned to Dell. **IF YOU FAIL TO PAY DELL FOR ANY PART OR PRODUCT, THEN DELL MAY CANCEL THIS AGREEMENT, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part or product will not toll the term of your warranty or service, and such warranty or service will still expire in accordance with its original term.
17. **Parts.** Dell uses new, used, and reconditioned parts made by various manufacturers, and the parts provided to customer may be new, used or reconditioned.

18. **Payment Terms.** Payment for any additional services or missed service visits will be made by credit card. Dell will place authorizations/holds on amounts necessary to cover expected services prior to providing the services with charges plus any applicable taxes being applied after services have been rendered.
19. **Transfer of this Agreement.** Subject to the limitations set forth in this Agreement, you may transfer this Agreement to anyone who buys your entire Printer before the Termination Date specified on your Printer's invoice or information page, provided you are the original purchaser of the Printer and this Agreement, or you have purchased the Printer and this Agreement from its original owner (or a previous transferee) and have complied with all the transfer rules in this Agreement.

TO TRANSFER THIS SERVICE AGREEMENT OR TO UPDATE YOUR INFORMATION:

- a. Using the Internet: Complete the on-line form located within Dell's Service and Support section at: http://support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer
- b. Using Fax: Fax a completed request to transfer to Fax # 512-728-8063
20. **Geographical Limitations.** Please note that if you move your Printer into a geographic location in which the service coverage set forth in your invoice or information page is not available at the same price that was originally paid for this Agreement, then 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.
21. **Renewal.** Prior to the expiration of your service contract, you may extend your service period based on available options then in effect for your Printer. Service extensions may be purchased by calling 800-624-6119.
22. **Binding Arbitration.** THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S U.S. TERMS OF SALE (see www.dell.com/terms).
23. **Governing Law.** THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
24. **Assignment.** Dell reserves the right to assign its rights and obligations under this Agreement to a qualified third party designated by Dell. In the event of such an assignment, you agree to look solely to the third party assignee for performance under this agreement.
25. **Legal Notices.** Any written legal notices provided by you to Dell must be sent to the following address:

**Dell Marketing L.P.
One Dell Way
Round Rock, Texas 78682
Attn: Service and Support Department**

26. **Complete Agreement.** THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

This Agreement may be amended to add additional Printers or components by issuance of additions to your Printer's invoice.

27. LIMITATIONS TO SERVICE COVERAGE. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE. This Agreement extends only to original purchasers of the Printer shown on your Printer's invoice or information page and located within the United States as determined by Dell, and to any person who buys the Printer and this Agreement from the original purchaser or a subsequent transferee, as long as all transfer procedures have been complied with. This Agreement extends only to uses for which the Printer was designed. The services Dell agrees to provide under this Agreement are repair services that are necessary to address issues covered by your Dell Limited Hardware Warranty for the Printer or Printer component that is covered by this Agreement. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, additions or deletions, adjustment, or repair by anyone other than Dell (or its representatives) and repair services that are necessary due to manufacturer's recall of the Printer or Printer components are not included. Dell is not obligated to repair any Printer or Printer component in the following instances:

- a. damage resulting from accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the Printer, or abuse of the Printer or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, failure to follow operating instructions, or use of out of specification supplies) by anyone other than Dell (or its representatives),
- b. damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes,
- c. failure due to an external factor (fire, flood, failures or fluctuations of electrical power or air conditioning),
- d. repairs due to excessive use, wear and tear,
- e. the loading of software, software configurations or any data files,
- f. the moving of the Printer from one geographic location to another or from one purchaser or entity to another, or
- g. instances where Dell determines there is no trouble found (e.g., the error cannot be re-created).

28. Force Majeure. Dell is not liable for any failure or delay in performance due to any cause beyond its control such as, but not limited to, acts of God, war, acts of government, fire, explosions, epidemics, quarantine restrictions, strikes, lockouts, embargoes, severe weather conditions or delays in transportation. In any event, if Dell's ability to render repair services is impaired by you or circumstances beyond Dell's control, Dell may terminate this Agreement.

29. Important Notice. Prior to requesting services, it is your responsibility to back up the software and data on your system's hard disk drive and on any other storage device(s) in the system, including, but not limited to, the Printer. Dell is not responsible for any loss of any software or data.

30. WARRANTY EXCLUSION. DELL MAKES NO WARRANTY AS TO THE SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DELL

EXPRESSLY DISCLAIMS ALL WARRANTIES AS TO THE SERVICES PROVIDED HEREUNDER.

31. **LIMITATION OF REMEDY.** YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS AGREEMENT IS THE REPAIR OF THE DEFECTIVE PRINTER OR COMPONENTS IN ACCORDANCE WITH THIS AGREEMENT. IF DELL IS UNABLE TO MAKE SUCH REPAIR, YOUR EXCLUSIVE REMEDY AND DELL'S ENTIRE LIABILITY WILL BE THE PAYMENT OF ACTUAL DAMAGES NOT TO EXCEED THE CHARGE PAID BY YOU IN THE PRECEDING TWELVE (12) MONTHS OR, IF NO CHARGE WAS PAID, THE THEN CURRENT PUBLISHED ANNUAL CHARGES FOR THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL DELL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE PRINTER, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER.

THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

32. **CANCELLATION.** YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE SERVICE TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT CONTRACT YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR. THE BASE LIMITED HARDWARE WARRANTY MAY NOT BE CANCELLED. CANCELLATION OF EXTENDED WARRANTIES OR ADDITIONAL SERVICES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND MAY REQUIRE RETURN OF THE COMPLETE PRODUCT.

DELL MAY IMMEDIATELY CANCEL THIS AGREEMENT AND YOU WILL NOT BE ENTITLED TO A REFUND IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, IF YOU FAIL TO PROVIDE A LOCATION THAT IS A HOME ENVIRONMENT THAT IS CONDUCIVE TO COMPUTER REPAIR, IF YOU INSIST ON SERVICE TO BE PROVIDED AT VARYING LOCATIONS, IF YOU FAIL TO PROPERLY RESTRAIN A PET, IF YOU THREATEN OUR TECHNICIAN EITHER VERBALLY OR PHYSICALLY, IF YOUR LOCATION OR THE GENERAL AREA WHERE THE PRINTER IS LOCATED IS INFESTED WITH INSECTS, RODENTS, PESTS, BIOHAZARDS, HUMAN OR ANIMAL EXCREMENT AND/OR CHEMICALS AS REASONABLY DETERMINED TO BE UNSAFE BY OUR TECHNICIAN.

Neither Dell nor you may institute any action in any form arising out of this Agreement more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment.

With regard to any services that are not within the coverage of this Agreement, it will be within Dell's discretion whether to perform the services, and, if Dell elects to perform the services, the services will be subject to an additional charge to be paid by you.

33. **State-Specific Provisions.** The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms

except in the states specified below.

- Alabama, Georgia and Kentucky Customers. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- California. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within 30 days of receipt of this Agreement, you will receive a full refund if no claims have been made against the contract. If any claim has been made against the contract, then you will receive a pro-rata refund based on the retail value of any service performed. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Illinois Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.
- Florida Customers. The terms stated in this paragraph are specific to permanent residents of Florida who purchase both the hardware and this Agreement for personal, family or household purposes. If you are not a permanent resident of Florida at the time you purchase the hardware and this Agreement for personal, family or household purposes, then you are not eligible for these rights and/or remedies. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. In the event you cancel this Agreement, you are entitled to a refund, which shall be based upon 90 percent of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on your behalf. In the event the contract is canceled by Dell, the refund shall be based upon 100 percent of the unearned pro-rata purchase price. Arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing at the time a claim is asserted or a demand for arbitration is made that both parties want the arbitration to be binding. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Florida's laws governing service warranty associations in certain instances, then the laws of Florida shall govern in such instances. No fees for service transfer or downgrading due to geographic limitations apply. If service downgrades are required as a result of transferring the hardware to a new location, then you may cancel this Agreement and receive a pro-rata refund as set forth immediately above. **Dell Marketing L.P.** is a licensed service warranty association in Florida, and it is the issuer of this Agreement.
- Hawaii Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.
- Maine Customers. You may cancel this Agreement at any time by following the procedures for

cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder for the full purchase price of the Agreement and any sales tax refund required by state law. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. After the applicable twenty (20) or ten (10) day period has lapsed or if a claim has been made under the Agreement during that time period, you may cancel the Agreement and we will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least fifteen (15) days prior to cancellation by Dell and the notice will state the effective date of the cancellation and reason for the cancellation. If this Agreement is cancelled by Dell for a reason other than non-payment of the provider fee, Dell will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply upon cancellation by Dell. Obligations of the provider under this Agreement are backed by the full faith and credit of Dell.

- Massachusetts Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder or other payer of record, if different, for the full purchase price of the Agreement. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least five (5) days prior to cancellation by Dell. Prior notice is not required if Dell cancels due to: nonpayment; a material misrepresentation; or a substantial breach of duties by the service contract holder relating to the covered product or its use. Obligations of the provider under this Agreement are backed by the full faith and credit of Dell.
- Montana Customers. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider.
- Nevada Customers. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after twenty (20) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price. We may cancel this Agreement for any reason within seventy (70) days after your receipt of this Agreement. We may cancel this Agreement thereafter only

if:

- You fail to pay an amount when due;
- You are convicted of a crime that results in additional service under this Agreement;
- It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim;
- It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
- A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If we cancel or suspend this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation or suspension, which will not be less than fifteen (15) days after the date we send you the notice of cancellation or suspension, and you will have the right to contact us to cancel the contract in lieu of suspension. In addition, in the case of cancellation, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. If we fail to deliver to you within forty-five (45) days any unearned premium to which you are entitled as provided above, you will be entitled to an additional amount equal to 10% of the Total Price for every thirty (30) days such refund is delayed beyond the 45-day period. You are not required to pay a deductible to receive the service. The service covers only the types of defects expressly identified in this Agreement. Any other defects in the hardware existing prior to the date of this Agreement are not covered by the service. Repairs initiated or completed without Dell's prior approval will not be covered under this service contract. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell Inc. This Agreement shall be governed by the laws of the State of Nevada. Dell may assign its administrative obligations to a third party that is registered in Nevada but may not transfer its provider obligations unless the new provider files its own service contract in compliance with NEV. REV. STAT. ANN. §§ 690C.010, *et seq.*

- New York Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see <http://www.dell.com/warranty>), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control.
- North Carolina Customers. You are entitled to written notification before the sale of a service agreement that the purchase of a service agreement is not required either to purchase or obtain financing on the covered hardware. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The

Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.

- Oklahoma Customers. Dell Inc. shall be considered the obligor on the service obligations hereunder.
- Oregon Customers. The obligations of Dell Marketing L.P. under this Agreement are backed by the full faith and credit of Dell Inc. The contact information for both Dell Marketing L.P. and Dell Inc. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Oregon law. Those laws may give you certain rights, such as a right to exhaust internal appeals prior to arbitration and a right to arbitrate in Oregon (unless you and Dell agree otherwise) with Oregon law as the governing law. This agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Oregon's laws governing service contract obligors in certain instances, then the laws of Oregon shall govern in such instances.
- South Carolina Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement, we will send you written notice of the cancellation at least fifteen (15) days prior to the effective date of cancellation. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. If we do not timely resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, South Carolina 29202-3105, or (800) 768-3467.
- Texas Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are liable to you for a penalty of no more than 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. Any unresolved complaints concerning Dell or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 4636599 or (800) 803-9202 (within Texas).
- Washington Customers. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Washington law. Those laws, including Wash. Rev. Code 48.110.070(14) and the state Uniform Arbitration Act (Wash. Rev. Code 7.04A *et seq.*), may give you certain rights, such as a right to arbitrate in Washington at a location in closest proximity to your permanent residence (unless you and Dell agree otherwise).
- Wisconsin Customers. **This warranty is subject to limited regulation by the Office of the Commissioner of Insurance.** Dell Inc. shall be considered the obligor on the service obligations

hereunder.

- **Wyoming Customers.** The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Wyoming law. Those laws may give you certain rights, such as the right to voluntarily enter into a written agreement to arbitrate, and, to the extent required by Article 19, Section 8 of the Constitution of the State of Wyoming, arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing that both parties want the arbitration to be binding. The final determination in any proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Sections 1-36-101 to -119 of the Wyoming Statutes. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Wyoming's laws governing service contract providers in certain instances, then the laws of Wyoming shall govern in such instances. The obligations of the provider under this service contract are backed by the full faith and credit of the provider. If you cancel this Agreement within thirty (30) days after this Agreement was provided to you and no claims have been made against this Agreement, then this Agreement is void and we shall refund to the Agreement holder, or credit the account of the Agreement holder, with the full purchase price of the Agreement. The right to void the Agreement as provided in the preceding sentence is not transferable and shall apply only to the original Agreement purchaser. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the invoice date or other start date noted on your invoice or information page until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation. A 10% penalty per month shall be added to a refund that is not paid within 45 days after return of the service contract. If Dell cancels this Agreement, Dell shall mail a written notice to the holder of this Agreement at the last known address of such holder that is contained in our records at least ten (10) days prior to cancellation by Dell, and the notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if Dell cancels due to non-payment of the provider fee, a material misrepresentation by the Agreement holder to Dell, or a substantial breach of duties by the Agreement holder relating to the covered product or its use.

Important Additional Information

Terms and Conditions: Dell is pleased to provide these services to Consumers in accordance with this Service Description and the applicable "U.S. Consumer Terms of Sale-Direct" or "Retail Purchaser End-User Agreement" at <http://www.dell.com/terms>.

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