

## Service Description: Consumer In-Home Hardware Service

### 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 SYSTEM ISSUES COVERED BY YOUR DELL LIMITED HARDWARE WARRANTY (see [www.dell.com/warranty](http://www.dell.com/warranty)).

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

**Your System.** For purposes of this Agreement, a System is defined as a Dell system comprised of the following components: monitor; central processing unit (CPU); input device (such as a keyboard); a data storage device (such as a disk drive); and any other components that are described specifically on your invoice or are standard components (at the time of purchase) of the model of the Dell System you purchased. The System covered under this Agreement is described on your invoice. This Agreement between you and Dell is valid on System(s) purchased in the United States only, and the services to be provided by Dell under this Agreement apply only in the continental United States, Alaska, and Hawaii, and only to the extent such services address issues covered by your System's Limited Hardware Warranty (see [www.dell.com/warranty](http://www.dell.com/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](http://www.dell.com/warranty)) is required prior to receiving service under this Agreement. For service support call one of the following toll free numbers based on your type of business. These phone lines are answered twenty-four (24) hours a day, seven days a week, including regularly observed holidays:
  - Technical Support (800) 624-9896
  - Customer Service (800) 624-9897
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 System's invoice and serial numbers; service tag number; model and model numbers; the current version of the operating system you are using; and the brand names and models of any peripheral devices (such as a modem) you are using.
3. **Explain Your Problem to the Technician.** Now you are ready to describe the problem you are having with your System. 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 System 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 System where safe to do so. If your System'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 ONSITE REPAIRS.**
6. **SYSTEM BACKUP REQUIREMENT:** 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. Dell is not responsible for any loss of any software or data.
7. **On-Site/In-Home Service.** Subject to the terms of this Agreement, if your issue is covered under your Dell Limited Hardware Warranty (see [dell.com/warranty](http://dell.com/warranty)) and the technician cannot correct your problem over the phone, then service is available for your System within the United States. Please tell the technician the full address of your System's location. Both the performance of service and service response times depend upon the time of day your call is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions 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, in most cases, a service technician will be dispatched to arrive at your location for service the next business day during your Principal Period of Maintenance, or "PPM", as follows:
  - a. **Type 3 Service Agreement On-site/In-Home Service.** The PPM is Monday through Friday, excluding regularly observed holidays. If the service technician is dispatched for service after 5:00 p.m., then the service technician may take an additional business day to arrive at your location.
  - b. **Nights and Weekends On-site/In-Home Service.** The PPM for Nights and Weekends Service is 8:00 a.m. to 9:00 p.m., Monday through Friday, and Saturday and Sunday from 8:00 a.m. through 5:00 p.m., excluding regularly observed holidays. If the service technician is dispatched for service after 5:00 PM, then the service technician may take an additional business day to arrive at your location. If the service technician is dispatched on a Thursday after 5:00 p.m., Nights and Weekends Service is unavailable on the following Friday, Saturday and Sunday, and the service technician may take an additional business day to arrive at your location.

**The service alternative you have chosen is recorded on your invoice.** This service does not cover any related network problems or any service that would be unique to the System's operation on a network. This Agreement will only involve such services as are required to restore your System's operational capability as set forth in your Dell Limited Hardware Warranty. 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 service provided at a residence, an adult 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 System 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 System. The service technician will leave a card 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 a keyboard, monitor, hard drives in portable computers, or any other component designated from time to time as a component that may be replaced by the customer, you may receive such component to install without a service technician arriving on-site. Also, if the telephone technician determines that the System 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. If the telephone technician determines that the defective unit is one that is not easily disconnected and

reconnected, you authorize the on-site technician to act as your service agent to deliver the replacement unit to you in person and to return the defective unit to Dell.

13. **Warranty Parts.** If the telephone technician determines that your System 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 non-working/unused units/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. **Payment Terms.** If payment is necessary, all invoices are payable upon receipt. If payment is not received within 10 days, Customer will pay an additional fee of 1.5% per month.
15. **Transfer of this Agreement.** Subject to the limitations set forth in this Agreement, you may transfer this Agreement to anyone who buys your entire System before the expiration of your service period (as specified on your invoice), provided you are the original purchaser of the System and this Agreement, or you have purchased the System 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:**

- a. Using the Internet: Complete the on-line form located within Dell's Service and Support section at: [http://www.dell.com/us/en/dhs/topics/sbtopic\\_015\\_ccare.htm](http://www.dell.com/us/en/dhs/topics/sbtopic_015_ccare.htm)
  - b. Using Fax: Fax a completed a request to transfer to Fax #: (512) 728-8063
16. **Renewal.** Prior to the expiration of your service contract, you may extend your service period based on available options then in effect for your system. Service extensions may be purchased by calling Dell at (800) 695-4458.
  17. **Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) ACCORDING TO THE TERMS IN DELL'S U.S. TERMS AND CONDITIONS OF SALE (See [www.dell.com/terms](http://www.dell.com/terms)).**
  18. **Notices.** Any written notices provided by you to Dell must be sent to the following address: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department.
  19. **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.
  20. **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.
  21. **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.
  22. **LIMITATIONS TO SERVICE COVERAGE. THIS AGREEMENT IS OF LIMITED DURATION AND COVERAGE.** This Agreement extends only to original purchasers of the System shown on your invoice and located within the United States as determined by Dell, and to any person who buys the System 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 System 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 System or System component that is covered by this Agreement. Preventive maintenance is not included. Installation, de-installation, or relocation services and operating supplies are not included. Repairs necessitated by software problems or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives) and repair services which are necessary due to manufacturer's recall of Systems or System components are not included. Dell is not obligated to repair any System or System component in the following instances:

- a. damage resulting from accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of the System, or abuse of the System 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 System from one geographic location to another or from one entity to another, or
- g. where Dell determines there is no trouble found (e.g., the error cannot be re-created).

23. **Force Majeure.** Dell is not liable for any failure or delay in performance due to any cause beyond its control. 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.
24. **Geographic Limitations.** Please note that if you move your System into a geographic location in which the service coverage set forth in your invoice 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.
25. **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.
26. **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 SYSTEM 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 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 SYSTEM, 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.

27. **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 system.

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 OR OFFICE 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 SYSTEM IS LOCATED IS DANGEROUS, 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.

28. **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 and 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.
- 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 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, which will not be less than fifteen (15) days after the date we send you the notice of cancellation. In addition, 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.

- 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.
- 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.
- 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.
- 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. 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, then this Agreement is void and Dell shall refund to the service contract holder, or credit the account of the service contract holder, for the full purchase price of the service contract. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original service contract purchaser, 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. 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 ten (10) days prior to cancellation by Dell. Prior notice is not required if Dell cancels due to: nonpayment; a material misrepresentation by the owner of this Agreement to Dell; or a substantial breach of duties by the owner of this Agreement relating to the covered product or its use. The obligations of Dell under this Agreement are backed by the full faith and credit of Dell Inc. The arbitration provisions in this Agreement shall apply to the extent those provisions are not expressly prohibited by Wyoming law. The final determination in any arbitration proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Section 1-36-101 of the Wyoming Statutes.

#### **Important Additional Information**

**Terms and Conditions:** Dell is pleased to provide these services to Consumers in accordance with this Service Description and the Terms of Sale at <http://www.dell.com/terms>.

