Acer Advantage
Extended Service Plan

Terms and Conditions

GENERAL UNDERSTANDING
This Extended Service Plan (the "Agreement") is entered into by Acer America Corporation (herein referred to as "Acer," "we," "us" and "our") and the Purchaser of this Agreement (herein referred to as "Customer," "you" and "your"), who is the original purchaser of the Acer computer hardware identified in this Agreement was purchased the "Equipment"). The Equipment covered by this Agreement is identified on the Certificate of Coverage (the "Certificate") provided to you by Acer.

THE FOLLOWING STIPULATION IS NOT APPLICABLE TO QUEBEC CONSUMERS: This AGREEMENT CONTAINS A MANDATORY AND BINDING ARBITRATION CLAUSE THROUGH WHICH YOU AND ACER AGREE TO RESOLVE ANY DISPUTES BETWEEN YOU AND ACER BY BINDING ARBITRATION. PLEASE SEE THE BINDING ARBITRATION SECTION BELOW.

ELIGIBILITY
1. This Agreement must be purchased within 365 days of purchase of the Equipment covered by this Agreement.
2. You must register and activate the Agreement with us in order to be entitled to the services identified in the Certificate. Activation of the Agreement will occur upon valid registration of the Agreement with us as reflected in our records. See "Support Access" for more information.
3. Services will be rendered under this Agreement only to the original purchaser of the Equipment. This Agreement is not assignable or transferable to subsequent owners of the Equipment.
4. No services will be rendered under this Agreement until at Extended Service Plan Fees have been paid in full by you.

TERM
Upon activation of the Agreement, the term of this Agreement begins on the date of purchase of the Equipment covered by the Agreement (the "Effective Date") and expires on the expiration date shown on the Certificate (the "Expiry Date"). The foregoing shall be known as the "Term."

TERRITORY
This Agreement is valid only in the United States and Canada.

SERVICES COVERED
The services covered by this Agreement are identified in the Certificate. Refer to the Certificate to determine which services listed below apply to the Equipment for which this Agreement was purchased.

1. Extended Service: Commencing on the expiration of the manufacturer's limited warranty period for the Equipment and continuing for the time period specified in the Certificate (the "Extended Service Period"), we agree to repair or replace, at our option, all parts or units, and provide the necessary labor, to repair the Equipment to its proper operating condition, consistent with the manufacturer's product specifications, in the event of Equipment failure caused by defects in materials and/or workmanship. Replacement parts or units will be new or refurbished-like-new, comparable in function and performance to the original part or unit, and covered by this Agreement for 90 days from the date the replacement part or unit is shipped to you or for the remainder of the Term of this Agreement, whichever is longer. All removed or replaced parts or units become our property, and we shall have no obligation to return said parts or units to you.
2. Toll-free Technical Support: If toll-free technical support is included in the Certificate, we will provide technical support throughout the Term of this Agreement free of charge. The technical support service consists of (a) helping you diagnose and resolve problems with possible defects in the Equipment, including providing you with diagnostic tools and/or software to restore the Equipment to the original factory configuration, if applicable. We may provide technical support via on-line, telephone and other methods. We may change the means through which we provide technical support at any time with no notice to you.
3. On-site Next Business Day Service: On-site next business day service is identified in the Certificate, you are entitled to on-site repair service, subject to the following terms and conditions:
   (a) On-site service is available only for Equipment located within 50 miles of the location of a third party authorized by us to perform on-site service, although on-site service may not be available in certain geographic areas. For locations not covered by on-site service, carry-in or mail-in service is provided.
   (b) We will attempt to resolve service issues over the telephone and you must provide reasonable assistance to attempt to resolve the issue with telephone support guidance before on-site service will be authorized. If telephone resolution is not possible, we will require your assistance in performing routine diagnostic procedures. If we determine that further on-site service is necessary, a third party service technician will be dispatched to your location the next business day after our representative determines on-site service is necessary. The determination as to whether on-site service is necessary must occur by 4:00 p.m. Central Time for on-site service to occur on the next business day; otherwise, on-site service will occur within two business days.
   (c) On-site service will be performed during normal business hours, 8:00 a.m. to 5:00 p.m. local time, excluding weekends and holidays, based on part availability and delivery schedule. You are responsible for providing access to the Equipment, reasonable cooperation with the service technician, and a reasonable work environment.
   (d) We may provide on-condition that a person at least eighteen (18) years of age is present at the location of service.
4. Free Shipping of Equipment for Service: If free shipping service to a service facility is identified in the Certificate, we will arrange for free shipping of the Equipment to a service facility specified by us for repair. You are responsible for packing the Equipment securely for shipment. You assume the risk of loss during shipping.
5. Free Return Shipping of Repaired or Replacement Equipment. If free return shipping service from the service facility is identified in the Certificate, we will arrange for free shipping of the repaired or replacement Equipment back to you.
6. Accidental Damage Protection. If accidental damage protection service is identified in the Certificate, the Equipment is protected against accidental damage from handling ("Accidental Damage"), subject to the following terms and conditions:
   (d) As specified in the Certificate, such protection from Accidental Damage may be limited to a single component of the Equipment, such as the screen of a notebook computer, or it may apply to the entire unit. We will arrange for repair or replacement Equipment parts or the entire unit. Replacement parts or units will be new or refurbished-like-new, comparable in function and performance to the original parts or units. If by this Agreement for 90 days from the date the replacement part or unit is shipped to you or for the remainder of the Term of this Agreement, whichever is longer. All removed or replaced parts or units become our property, and we shall have no obligation to return said parts or units to you.
   (e) The services provided do not include protection against normal wear and tear; cosmetic damage and/or other damage that does not affect Equipment functionality; theft; disappearance; misplacement; reckless, abusive, willful, fraudulent or dishonest acts committed by you or another user of the Equipment; damage caused by acts of God, fire, flood, improper environment (including lack of proper temperature or humidity); unusual electrical stress or interference; failure or fluctuation of electrical power; or damage caused by hostile or war-like actions in time of peace or war.

SERVICES NOT COVERED
This Agreement is not identified and elsewhere in this Agreement, the following services are not covered under this Agreement:
1. Operational or mechanical failure that is not reported prior to expiration of this Agreement;
2. Operational or mechanical failure covered by an insurance policy;
3. Installation, customization, configuration changes, packing and shipping, and relocation of Equipment;
4. Services for accessories, attachments, or other devices used with the Equipment, including but not limited to external interconnecting cords and cables, batteries, and AC adapters;
5. Repair, damage, or loss of any removable storage media or other peripheral device, including external keyboards, mice, remote controllers, and mouse pads;
6. Repair related to installed software, computer viruses or computer hardware that is added after the original purchase;
7. Recovery or replacement of any data or software stored on the Equipment;
8. Repair due to installation or servicing by an unauthorized party;
9. Repair due to a pre-existing condition (incurred prior to the Effective Date of coverage) known to you or any previous owner;
10. Repair or replacement of Equipment necessitated by fire, water, acts of God, misuse, negligence, alteration, improper environment (including lack of proper temperature or humidity), unusual physical or electrical stress or interference, failure or fluctuation of electrical power, power surges, improper movement, or acts of an unauthorized party.
11. Equipment upgrades, cleaning or preventative maintenance;
12. Repair of Equipment not purchased from Acer America Corporation or an Acer Authorized Reseller;
13. Repair due to results of normal usage, such as gradual image degradation, uneven screen aging, burned-in images and pixel failure within defined specifications, and any data that is lost or altered as a result of normal usage;
14. Repair due to signal issues, reception problems and distortion related to noise, echo, interference or other signal transmission and delivery problems;
15. Service on Equipment whose serial numbers have been tampered with or removed;
16. Repair of normal wear and tear, cosmetic damage, exterior finish and/or other damage that does not affect Equipment functionality; and
17. Service on Equipment modified or adapted to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized.

OPERATING SOFTWARE LIMITATIONS
Equipment is priced and supported under this Agreement using the original operating system software, as pre-loaded by us at the time of system purchase. If the aforementioned operating system software is altered or upgraded by you or your agent, we may request the removal of such operating system software and the restoration of the original operating system software, at your expense, in order to troubleshoot any technical problems that may arise during the term of this Agreement.

HOW TO OBTAIN SERVICE
You may be entitled to repair or replacement service during the Term of this Agreement, subject to the following terms and conditions:
1. Associated extended service is limited to service provided in your country or at the number located in your Certificate of Coverage. A list of service centers in other countries will be provided to the Purchaser of this Agreement. You may be required to perform routine diagnostic procedures to assist in troubleshooting your Equipment.
2. For Accidental Damage protection service, contact the Acer or Acer authorized service center located in your country or at the number located in your Certificate of Coverage if such service is covered by this Agreement.
3. We will attempt to resolve service issues over the telephone. If telephone resolution is not possible, we will require your assistance in performing routine
If you prevail in the arbitration of any Dispute with Acer, Acer will reimburse you for any reasonable fees you pay to AAA in connection with such Dispute. ANY DECISION RENDERED IN SUCH ARBITRATION PROCEEDINGS WILL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED THEREON IN ANY COURT OF COMPETENT JURISDICTION.

Should either party bring a Dispute in a forum other than as set forth above, reasonable costs and expenses, including legal fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this binding arbitration provision may be awarded to the other party.

YOU UNDERSTAND THAT, IN THE ABSENCE OF THIS PROVISION, YOU WOULD HAVE HAD A RIGHT TO LITIGATE DISPUTES THROUGH A COURT, INCLUDING DECREES AND JUDGMENTS. IF ANY PART OF THIS AGREEMENT IS SUBJECT TO THE RULES OF YOUR JURISDICTION, TO LITIGATE CLAIMS ON A CLASS-WIDE OR CLASS-ACTION BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED SUCH RIGHTS AND AGREED TO RESOLVE ANY DISPUTES IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH.

This binding arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. For the purposes of this Agreement, the term "Dispute" means any claim or controversy of any kind arising out of or relating to this Agreement, its interpretation, the breach, termination, applicability or non-enforcement thereof; (i) the dispute, interpretation, or breach, termination, applicability or non-enforcement thereof; (ii) the related order for, purchase, delivery, receipt or use of any product or service from Acer; or (iii) any other dispute arising out of or relating to the relationship between you and Acer, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/or any third party who provides products or services purchased from or distributed by Acer. Further information may be obtained from the AAA on line at www.adr.org, by calling 800-778-7789 or writing to American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY, 10019.

MISCELLANEOUS

1. The terms and conditions of this Agreement shall prevail over any conflicting, additional inconsistent provisions, any purchase order, or other document that may be submitted by you.

2. No Acer reseller, agent or employee is authorized to make any modification, extension or addition to this Agreement. If any term of this Agreement is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

3. This Agreement is the complete agreement between the parties and supersedes all previous agreements, written or oral, with respect to the subject matter of this Agreement.

4. [The exclusivity of this provision is not applicable to Quebec consumers.] This Agreement is governed exclusively by the laws of the State of Texas as such laws affect agreements between residents entered into and performed in the State of Texas.

5. No action or arbitration which arises out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.

6. This Agreement is entered into by Acer America Corporation, a California corporation with a principal place of business at 333 West San Carlos Street, Suite 1500, San Jose, CA 95110.

Special State Laws:

CALIFORNIA RESIDENTS: The binding arbitration provision in this Agreement does not prohibit a California resident from following the complaint resolution process outlined by the California Bureau of Electronic and Appliance Repair Service Officers. You may file a claim with the Bureau of Electronic and Appliance Repair Service Officers by contacting BEAR at 1-916-999-2041, or you may write to BEARHTI, 4244 S. Market Ct, Ste. D, Sacramento, CA, 95834, or you may visit its website at www.bearhti.com. The BEAR Administrator and Obligor under this agreement is Acer America Corporation.

KANSAS RESIDENTS: This Agreement is not an insurance policy.

NEVADA RESIDENTS: This Agreement is not an insurance policy. If the Agreement is cancelled, no deduction shall be made from the refund for the cost of any service received. This Agreement may be cancelled due to unauthorized repair occurring after the Effective Date of the Agreement that results in a material change in the nature or extent of the risk of loss.

NEW HAMPSHIRE RESIDENTS: In the event you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, telephone: (603) 707-2631, or (800) 802-3418.

NORTH CAROLINA RESIDENTS: Purchase of this Extended Service Plan is not required to purchase or financing of the Equipment covered hereunder.

PUERTO RICO RESIDENTS: You will not be liable for any sums for services, products or other than costs, fees and other payments specified under this Agreement. You may cancel this Agreement for any reason at any time by sending written notice to Acer America Corporation at the address provided in the Termination section of this Agreement.

SOUTH CAROLINA RESIDENTS: If we do not timely resolve your claims under this Agreement within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, Post Office Box 100105, Columbia, SC 29202-3105, or (803) 768-3467.

TEXAS RESIDENTS: Unresolved complaints regarding this Agreement may be addressed to the Texas Department of Licensing and调节, P.O. Box 12157, Austin, TX 78711, (512) 463-6599 or (800) 803-9202 (in Texas).
CONSUMERS RESIDENT IN CANADA: This Agreement is subject to the applicable provisions of Canadian consumer protection laws applicable to consumers that cannot be derogated from by private agreement or which may prohibit the application of any provision or stipulation herein. To the extent that any stipulation or provision is so prohibited: (i) shall be construed as if it had been omitted from this Agreement; (ii) will not affect the legality, validity or enforceability of that provision in any other jurisdiction; and (iii) the remaining terms and provisions of this Agreement shall remain in full force and effect. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained herein, for residents of Quebec, British Columbia and Ontario the waiver set out in the Binding Arbitration section of this Agreement does not apply and you retain the right to litigate disputes before a court, including the right, subject to the rules of your jurisdiction, to litigate claims on a class-action basis.