



## HP Service Plan Descriptions – United States

### Service Type – HP Next Business Day\* Exchange with Accidental Damage Protection

#### Service Overview

HP Next Business Day Exchange Service offers an exchange service for eligible HP products by providing a replacement product. The replacement product is shipped overnight via airfreight carrier to the customer's location at HP's expense. A few components, such as a removable display, may not be eligible for next day arrival due to transportation laws. PC replacement products will be equivalent or better with respect to processor speed, original memory, original hard drive size, and will contain the latest operating system being shipped by HP. However, other features such as touch or swivel screens, networking standards, SW application compatibility, and the like may not be available. Peripheral replacement products will be equivalent or better with respect to basic functionality, resolution and print speed. However, other features such as interface standards, product footprint and mobility, and software and supplies compatibility may not be available.

In addition, the customer receives protection against accidental damage to the eligible product. Accidental Damage is defined as physical damage to the product caused by or resulting from a fortuitous incident. Such incident is referred to as an "Accidental Damage Event". Covered perils include non-intentional liquid spills in or on the product, drops, falls, collisions, and electrical surge. Accidental damage protection includes, but is not limited to the screen (LCD), DVD/CD ROM, motherboard, processor, hard disk drive, memory and broken parts. Accidental Damage does NOT COVER theft, fire, loss, normal wear, consumables, and intentional acts of damage or exclusions as detailed in the "SERVICE LIMITATIONS" section below.

This service also includes the Support Services for the eligible product described in the HP Support Service Agreement

#### Remote problem diagnosis

When experiencing a problem, the customer must first place a call to HP's technical support center at 1-800-474-6836. HP telephone technical assistance is available 24 hours a day, 7 days a week. HP will provide telephone technical assistance for installation, product configuration, setup, and problem resolution. Prior to scheduling the product exchange, HP may ask the customer to provide relevant information, start diagnostic tools, and perform other supporting activities.

#### Replacement Product

If the problem cannot be resolved remotely, HP will replace the failed product with a new or equivalent-to-new product free of major cosmetic defects. The failed product must be returned within the timeframe specified herein and becomes the property of HP.

#### \*Coverage Window and Geographic Coverage

Calls must be received before 2:30 pm Central Standard Time, Monday through Friday to activate an exchange service with next-business-day delivery for eligible geographic locations in the U.S. HP holidays may delay the delivery.

This service provides a replacement unit the next business day in most areas within the continental United States and in limited areas of Hawaii and Alaska. Add 1 to 2 business days for service in Hawaii and Alaska. Service is not available in Puerto Rico and the Virgin Islands. Service level and response times may vary depending on your geographical location. The customer should check with a local HP authorized representative to determine if the customer's location is eligible for service. Other restrictions and limitations apply.

#### Shipping Instructions

HP will ship the replacement product in a container suitable for returning the failed product to HP. HP is not able to ship to, or receive the customer's failed product from, any location outside of the United States. Packaging instructions and a prepaid shipping label for the return of the failed product will be included in the replacement product shipping container. At HP's discretion, HP may choose to collect failed product at the customer's location.



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### Service Limitations

At HP's discretion, service will be provided using remote diagnosis and support or other service delivery methods. Other service delivery methods, in lieu of shipping a replacement product, may include the overnight shipment of parts specified by HP as customer replaceable like, for example a keyboard or mouse. HP will determine the appropriate delivery method required. Services excluded from this exchange service include, but are not limited to the following:

- Diagnosis or maintenance at the customer site. If onsite diagnosis or maintenance is required, customer will be billed at HP's standard service rates.
- Set-up and installation of the replacement product at the customer site.
- Recovery of the operating system, other software, and data.
- Troubleshooting for interconnectivity or compatibility problems.
- Services required due to failure of customer to incorporate any system fix, repair, patch, or modification provided to the customer by HP.
- Services required due to failure of the customer to take avoidance action previously advised by HP.
- User preventative maintenance.

Accidental damage protection does NOT provide coverage for:

- Damage caused by failure to provide manufacture's recommended maintenance or operating specifications
- Damage due to war or nuclear incident, terrorism, unauthorized attempts to repair product, use of damage or defective media.
- Data, business interruptions, obsolescence, cosmetic damage, rust, change in color, texture or finish, wear and tear, gradual deterioration
- Error in design, construction, machine programming or instructions to the machine
- Fraud, fire, theft, unexplained or mysterious disappearance, misuse, abuse or willful act
- Alteration or modification of the product in any way

Accidental Damage protection is limited to one Accidental Damage Event per year. The cost to repair a product, after the limit of one Accidental Damage Event per year has been reached, will be charged on a time and material basis.

### Customer Responsibilities

The customer must register the covered product. If the customer purchases an HP care Pack the customer must also register the HP Care Pack as set forth in the HP Care Pack support service agreement. The customer will be required, upon HP's request, to support HP in resolving the problem remotely by:

- Providing all information necessary for HP to deliver timely and professional remote support and enable HP to determine the level of support eligibility.
- Starting self tests and/or other diagnostic tools and programs.
- Performing other reasonable activities to help HP identify or resolve the problem.

For select products, the customer must inform HP of all configuration requirements for replacement product prior to commencement of service and document such configuration requirements on each service request order form.

At time of service request, the customer must provide a credit card number or purchase order number to HP. The customer must ship failed product to HP within 3 business days of receipt of the replacement product and must obtain a prepaid insurance receipt to be retained by customer as proof of shipment to HP.

The customer must acknowledge receipt of replacement product by signing freight carrier air bill at time of delivery. If HP does not receive the failed product within 10 business days of the customer's receipt of the replacement product, customer will be charged the product's list price, less any applicable discounts.

The customer is responsible to install customer replaceable parts and replacement units delivered by courier, in a timely manner. It is the customer's responsibility to:



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- Maintain a backup copy of all software and data. HP recommends regular backups.
- Restore software and data on the unit after the repair or replacement.
- Be responsible for the user application software installation and insure all software is appropriately licensed.

### Service Coverage

All standard accessories included with the HP base unit part number and all HP-supplied internal components, such as HP Jetdirect cards, memory and CD-ROMs are covered. Items excluded from coverage include, but are not limited to:

- Consumable components, such as batteries and Tablet PC pens.
- Maintenance kits and other supplies.
- Non-HP devices.
- Accessories purchased in addition to the base unit, such as docking stations and port replicators.
- Any product previously repaired by an unauthorized technician or user.

For more information, contact HP's technical support center at 1-800-474-6836.

# HP Support Service Agreement

## Terms and Conditions (United States version)

### 1. Definitions:

**Support Services** means the support services (the "Support Service(s)") as described in this HP Support Service Agreement, the applicable Service Plan Description and the Receipt applicable to the purchase of this Agreement, (collectively, the "Agreement") for the HP product purchased in the United States for which this Agreement was purchased.

**Customer/you/your** means the end-user HP customer who purchases the Support Service described in this Agreement directly from HP or from an authorized HP retailer or reseller.

**We/us/our** means the entity contractually obligated to you under the terms of this Agreement (also referred to as "Provider"). The Provider may use an authorized third party to provide services on our behalf (an "Authorized Service Provider").

**Provider & Administrator** means HP Inc. ("HP") located at 1501 Page Mill Road, Palo Alto, CA 94304, except as indicated below for Florida and Washington. We are also legally and financially obligated to provide the Support Services described in this Agreement.

**2. Eligible Products:** To be eligible to purchase Support Services, the HP product must be, in our reasonable opinion, in good operating condition and within its service life. You represent to us the HP product is in good operating condition. In addition:

- a. Support for software preinstalled with the HP product is included in the Support Services. No other software is covered by this Agreement. Support for software preinstalled with the HP product is limited to verbal assistance with:
  - i. Answering your installation questions (first steps and prerequisites),
  - ii. Setting up and configuring the software (first steps),
  - iii. Interpreting system error messages, and Isolating system problems to software usage problems.
- b. Support for software preinstalled with the HP product does not include, among other things:
  - i. Generating or diagnosing user-generated programs or source codes,
  - ii. Bug fixes or software repair,
  - iii. Interconnectivity or compatibility problems specific to third party products
  - iv. Installation of non-HP software products,
  - v. System optimization and customization, and
  - vi. Network configuration.
- c. At our discretion, we will either:
  - i. Repair your product, or
  - ii. Provide a replacement product with equal features and functionality that is new or equivalent to new in performance and reliability, or
  - iii. Provide a refund equal the purchase price paid for the product.

**Term - Post Warranty Agreement:** The provisions of this Agreement, among other service plans, apply to post warranty service plans, i.e. service plans covering an HP product after the expiration of the original HP product limited warranty. The coverage period for the post warranty agreement and service plan will begin at the time of purchase of the Agreement and continue for the period you purchased.

**Term - In Warranty Agreement:** The provisions of this Agreement, among other service plans, apply to in warranty service plans, i.e. a service plan which provides additional services to the services provided

in the original limited warranty. The commencement date for in warranty agreements and service plans will be backdated to the date the HP product was purchased. Support Services for in warranty agreements and service plans purchased within the first year of product ownership will apply for the remainder of the first year of ownership and for the additional year(s) you purchased. The in warranty agreement and service plan will terminate either at the end of the specified number of years of service purchased; or for service plans for HP printers with page limits, terminate once the specified page limit (or page count) has been exceeded or at the end of the specified number of years of service purchased, whichever comes first. Page count is defined as the number of pages (printed or plain) that have passed through a printers print engine and recorded on the test page. The Support Services under this Agreement will continue until the Agreement expires or until terminated by either party under the provisions of this Agreement. This Agreement is not renewable; you may for some eligible products, purchase another Agreement upon expiration or termination of this Agreement. The cost of another Agreement will reflect the age of the product and service costs at time of purchase.

**3. Limited Warranty:** WE PROVIDE A LIMITED WARRANTY AGAINST DEFECTS IN HARDWARE MATERIALS AND WORKMANSHIP FOR 90 DAYS AFTER RETURN OF THE HP PRODUCT TO YOU OR FOR THE REMAINING TERM OF THIS AGREEMENT, WHICHEVER IS LONGER, FOR REPLACEMENT PARTS PROVIDED TO MAINTAIN HP HARDWARE PRODUCTS SERVICED UNDER THIS AGREEMENT. REPLACEMENT PARTS PROVIDED MAY BE WHOLE UNIT REPLACEMENTS OR BE NEW OR FUNCTIONALLY EQUIVALENT NEW IN PERFORMANCE AND RELIABILITY AND WARRANTED AS NEW. REPLACED PARTS BECOME THE PROPERTY OF HP UNLESS HP AGREES OTHERWISE IN WRITING AND YOU PAY ANY APPLICABLE CHARGES. WE DO NOT PROVIDE ANY WARRANTY FOR SUPPORT SERVICES FOR HP SOFTWARE. ANY SUPPORT SERVICES FOR HP SOFTWARE ARE PROVIDED 'AS IS'. IF WE RECEIVE NOTICE OF DEFECTIVE HARDWARE REPLACEMENT PARTS DURING THE TERM OF THIS AGREEMENT, WE WILL, AT OUR OPTION, REPAIR OR REPLACE THE REPLACEMENT PART(S) THAT PROVE TO BE DEFECTIVE. THE ABOVE LIMITED WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, WE SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW A LIMITATION ON IMPLIED WARRANTIES FOR CONSUMER PRODUCTS OR OF A CONSUMER'S STATUTORY RIGHTS. IN SUCH STATES SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD.

**4. What is not covered:** We do not provide Support Services for products not supplied by HP unless we agree to do so in writing or for HP products that you do not allow us to incorporate modifications. You are responsible for removing any components or products not eligible for Support Services to allow us to perform the Support Services on the HP products covered by this Agreement. If you do not remove such components or products, we may remove the components or products but we will not be responsible for any loss of or damages to the components or products. If Support Services are made more difficult because of such ineligible components or products, we will charge you for the extra work at our standard service rates.

Unless otherwise specified, this Agreement excludes the provision, return/replacement, and installation of consumables, user replacement parts, maintenance kits, or other consumable items including, but not limited to, accessories, operating supplies, magnetic media, paper, print heads, ribbons, toner, a/c adapters, and batteries.

Unless otherwise specified, this Agreement does not cover any damage or failure caused by:

- a.** Use of non-HP media, supplies and other products.
- b.** Neglect, improper use, water damage [unless you have purchased Support Services for accidental damage handling (ADH), refer to ADH Service Plan Description for details], electrical disturbances, transportation by Customer, work or modification by people other than HP employees or HP Authorized Representatives, or other causes beyond HP's control.
- c.** Normal wear and tear; change in color, texture, or finish; gradual deterioration; rust; dust; or corrosion.
- d.** Fire, a vehicular or homeowner's accident, act of nature including, without limitation, floods, or any other peril originating from outside the product unless otherwise stated in the applicable Service Plan Description.
- e.** Police action, undeclared or declared war, nuclear incident, or terrorism.
- f.** Reckless, abusive, willful, or intentional conduct associated with handling and use of the product. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with the covered product, it is expected that you will continually use these product accessories for protection against damage to the covered product. Abuse is defined as the intentional non-utilization of protective items during product use, or the treatment of the product(s) that have been purchased for use in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by this Agreement.
- g.** Exposure to weather conditions or environmental conditions that are outside of HP specifications,
- h.** Exposure to hazardous (including bio-hazardous and bodily fluids ) materials, improper and unauthorized equipment modifications, attachments or installation, vandalism, animal or insect damage or infestation, defective batteries, battery leakage, lack of manufacturer-specified maintenance, or improper maintenance (including the use of inappropriate cleansers).
- i.** Damage resulting from any cause other than normal wear and, storage and operation of the product in accordance with the manufacturer's specifications and owner's manual.
- j.** Any equipment relocated outside the country of purchase and not covered by an HP Care Pack service that includes travel.
- k.** Theft, loss, mysterious disappearance, or misplacement.
- l.** Data loss or corruption; business interruptions.
- m.** Fraud (including but not limited to incorrect, misleading, erroneous or incomplete disclosure of how the equipment was damaged to the Customer's adjudicator, the servicer, or HP).
- n.** Accidental or other damage to the product that is cosmetic in nature, meaning damage that does not impact operation and functioning of the computer.
- o.** Computer monitor screen imperfections, including but not limited to 'burn-in' and missing pixels caused by normal use and operation of the product.
- p.** Damage to product(s) whose serial numbers are removed or altered.
- q.** Damage to hardware, software, media, data, etc., stemming from causes including but not limited to viruses, application programs, network programs, upgrades, formatting of any kind, databases, files, drivers, source code, object code or proprietary data, or any support, configuration, installation, or reinstallation of any software or data or use of damaged or defective media.
- r.** Any and all pre-existing conditions that occurred (i.e., took place) prior to the date of purchase of the HP Care Pack service.
- s.** Product obsolescence.

- t. Non-HP Products: We are not liable for the compatibility, performance or non-performance of third party vendors, their products, or their Support Services.
- u. Maximum Use Limitations: HP products operated in excess of their maximum usage rate or duty cycle (as specified in the technical data sheet, operating manual, or Service Plan Description) will be serviced at our standard service rates.

Complete resolution of some problems may be beyond the control of HP and thus outside the scope of these Support Services.

**5. Customer Responsibilities:** The HP product covered by this Agreement and instructions on how to obtain Support Services are described on the attached HP confirmation of payment furnished to you and/or the back of the physical HP Care Pack or Service Agreement, which are incorporated herein by this reference:

- a. You are responsible for registering the HP product to be supported using the registration instructions within each package, email document, or as otherwise directed by HP.
- b. This Agreement may only be transferred in connection with transfer of the covered HP product and in such cases HP must be notified by the original owner to update the registration.
- c. You must make all reasonable efforts to support and cooperate with us in resolving the problem requiring support remotely, for example, starting and executing self-tests or diagnostic programs, providing all necessary information, or performing basic remedial activities upon our request.
- d. You are responsible for the security of your proprietary and confidential information and for maintaining a procedure external to the HP products for reconstruction of lost, or altered files, data, or programs We do not intend to have access to your personally identifiable information, including protected health information, (collectively "PII & PHI") in providing Support Services. To the extent we have access to your PII or PHI stored on your system or device, such access will be incidental and transient and you will remain the data controller of your PII & PHI at all times. You are responsible for removing all PII and PHI from any product before returning to HP for any Support Service hereunder.
- e. You must notify us if any HP products serviced are being used in an environment that poses a potential health hazard to our employees or subcontractors.
- f. You must ensure that an adult representative 18 years or older is present when we are providing Support Services at Your designated location or by telephone.
- g. If remote Support Services are available, you will allow us to keep system and network diagnostic programs resident on the covered HP product and provide us login access for the exclusive purpose of performing diagnostics.
- h. You acknowledge that you have no ownership interest in any diagnostic software provided or utilized by us and that we will remove these diagnostic programs and any HP loaned modems or other equipment upon termination or expiration of this Agreement. When capable, the covered HP

products must be configured to permit access to one voice-grade telephone line and one data-quality telephone line; both must have terminations located near the covered HP product. Upon our request, you will run diagnostic programs we have supplied before having an HP product serviced under this Agreement

- i. Off-Site Support and Exchange Services: You are responsible for performing the following functions prior to return shipping a failed HP product to us: a) perform all steps for self-test and trouble-shooting specified in the operating manual for the product; b) provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); and c) unless the HP product will be delivered and picked up in person by you, you are responsible for packaging the failed HP product carefully in the original or a shipping container we provide, or a shipping container that prevents the HP product from being damaged while in transit to us.

## **6. Limitations of Liability and Remedies:**

THE TOTAL AMOUNT THAT HP WILL PAY FOR REPAIRS OR REPLACEMENT MADE IN CONNECTION WITH ALL CLAIMS ON ANY COVERED PRODUCT SHALL NOT EXCEED THE PURCHASE PRICE OF THE COVERED PRODUCT EXCLUDING TAX AND SHIPPING. IN THE EVENT THAT HP OR HP SERVICE PROVIDERS MAKE REPAIRS, WHICH IN THE AGGREGATE ARE EQUAL TO THE PURCHASE PRICE OF THE COVERED PRODUCT, OR REPLACE THE COVERED PRODUCT WITH A NEW, REBUILT, OR REFURBISHED PRODUCT OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, HP WILL HAVE NO FURTHER OBLIGATIONS UNDER THIS HP CARE PACK SERVICE AGREEMENT. THE COST OF REPAIR FOR ANY ADDITIONAL CLAIMS WILL BE CHARGED ON A TIME-AND-MATERIALS BASIS.

FOR ANY BREACH OF THIS AGREEMENT BY US, YOUR REMEDY AND OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE PRICE PAID FOR THIS AGREEMENT BY YOU FOR THE HP PRODUCTS AT ISSUE. WE WILL NOT BE LIABLE FOR PERFORMANCE DELAYS OR FOR NONPERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING WHEN PRODUCT OR PARTS ARE NOT AVAILABLE. TO THE EXTENT WE ARE HELD LEGALLY LIABLE TO YOU, OUR LIABILITY IS LIMITED TO DAMAGES FOR BODILY INJURY AND DAMAGES TO TANGIBLE PROPERTY UP TO THE LIMIT OF \$300,000 (U.S.) AND FOR OTHER DIRECT DAMAGES FOR ANY CLAIM BASED ON A MATERIAL BREACH OF SUPPORT SERVICES, UP TO A MAXIMUM OF THE SUPPORT CHARGES YOU PAID FOR THIS AGREEMENT FOR THE HP PRODUCTS AT ISSUE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL WE, OUR AFFILIATES, OUR SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR LOSS OF DATA OR FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGES WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. SOME STATES DO NOT ALLOW A LIMITATION OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS OR OF A CONSUMER'S STATUTORY RIGHTS. IN SUCH STATES SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

**7. Termination and Cancellation:** You may terminate this Agreement by notifying us in writing at HP Inc. located at 1501 Page Mill Road, Palo Alto, CA 94304 within 30 days of purchase to receive a full refund; less any claims paid or the cost of repairs made on your behalf. After 30 days, you may terminate the Agreement by submitting a cancellation in writing to the above address. You will receive a pro rata refund based on the time expired less the cost of any claims paid or the cost of repairs made on your behalf. We may terminate at any time after the effective date of this Agreement if you fail to perform or observe any



condition of this Agreement. Notice of our cancellation will be in writing and given at least thirty (30) days prior to cancellation. If we cancel, you will receive a pro rata refund based on the time expired under the Agreement. Full refunds for prepaid Support Services are available from the place of purchase only if you cancel within thirty days of receipt of the Agreement and a claim has not been made under this Agreement. Varying cancellation and refund terms may apply to you; please see State Specific Terms and Conditions below.

**8. Governing Laws:** Any disputes arising in connection with this Agreement will be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction. In no event will any cause of action be brought against us more than one year after the cause of action has accrued.

**9. Entire Agreement:**

The terms and conditions of this Agreement (together with the Service Plan Description, the Receipt applicable to this purchase and the State-Specific Terms and Conditions identified below)) constitute the entire understanding between us and you relating to the provision of Support Services described herein and will supersede any previous communication, representation or agreement whether oral or written. Your additional or different terms and conditions will not apply. *Your acceptance of this Agreement is deemed to occur upon your purchase of Support Services. No change of any of the terms and conditions will be valid unless in writing signed by authorized personnel of each party.* The obligations of HP under this Agreement are backed by the full faith and credit of HP and are not guaranteed under a service contract reimbursement insurance policy, unless otherwise specified.

**10. State-Specific Terms and Conditions:** The terms provided below are specific to Support Services purchased in certain states within the United States. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the Support Service, and if the Support Service is not provided to you in that state, then you are not eligible for the additional rights and/or remedies below. Any conflict between the terms of this Paragraph 10 and the remainder of this Agreement will be governed by this Paragraph 10.

**Alabama, Arkansas, California, Colorado, Hawaii, Maryland, Minnesota, Missouri, New Mexico, New York, Nevada, South Carolina, Texas, Washington and Wyoming Residents**

If you cancel this Agreement pursuant to Paragraph 7, and we do not refund the purchase price to you within thirty (30) days for California, New York and Washington residents; within forty-five (45) days for Alabama, Arkansas, Colorado, Hawaii, Maryland, Minnesota, Missouri, Nevada, South Carolina, Texas and Wyoming residents; and within sixty (60) days for New Mexico residents, we are required to pay you a penalty of 10% per month for the unpaid amount that is owed to you. Your right to cancel and receive this penalty payment as described in this paragraph only applies to the original purchaser of this Agreement and may not be transferred or assigned to any other person.

**Colorado, Hawaii, Maine, Massachusetts, Minnesota, Montana, New Jersey, Nevada, Oregon, South Carolina, Texas and Wyoming Residents**

Our obligations under this Agreement are covered by a reimbursement insurance policy provided by *Illinois National Insurance Company*, 500 W. Madison Street, 30<sup>th</sup> Floor, Chicago, IL 60601, telephone (800) 250-3819. If, within sixty (60) days after You request performance or payment under the terms of this Agreement, we fail to perform or make payment, we are no longer a going concern, or you are otherwise dissatisfied, You may request such performance or payment directly from the insurance company.

**California and New York Residents**

Our obligations under this Agreement are covered by a reimbursement insurance policy provided by *New*

*Hampshire Insurance Company, 175 Water Street, 12th Floor, New York, NY 10038, telephone (800) 250-3819. If, within sixty (60) days after You request performance or payment under the terms of this Agreement, we fail to perform or make payment, we are no longer a going concern, or you are otherwise dissatisfied, You may request such performance or payment directly from the insurance company.*

### **Alabama Residents**

If you cancel the Agreement pursuant to Paragraph 7, (i) within thirty days of the date of purchase, but after a claim has been made, or (ii) after thirty days from date of original purchase, you will receive a refund of the unearned portion of the purchase price based on time expired, less a termination fee of \$25. If you cancel the Agreement pursuant to Paragraph 7 within thirty days of date of purchase, with no claim having been made, you will receive a full refund of the purchase price. Any refund due to you under this paragraph or Paragraph 7 may be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to the original purchaser.

### **California Residents**

If you purchased this Agreement for home, family or personal use, you may terminate this Agreement by sending a written notice to HP Inc. at the address stated in Paragraph 7. If the termination is within 30 days of receipt of the contract, you will receive a full refund provided no claims have been made. If any claims have been made the refund will be less the amount of any claims paid or the cost of repairs made on your behalf. If the termination is after 30 days of receipt of the contract, you will receive a refund of the unearned portion of the purchase price based on time expired, less a cancellation charge of \$25 or 10% of the purchase price of the Agreement, whichever is less.

### **Florida Residents**

New Hampshire Insurance Company is the Service Contract Provider under this Agreement in the State of Florida. This Agreement is between you and New Hampshire Insurance Company. You are entitled to make a claim against New Hampshire Insurance Company at 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038, Telephone 1-800-250-3819. New Hampshire Insurance Company will use HP as its Authorized Service Provider to perform all Support Services under this Agreement.

Notice: Rates charged to you under this Agreement are not regulated by the Florida Office of Insurance Regulation.

You may terminate this Agreement within 30 days of purchase by notifying HP, the administrator of this Agreement in Florida, in writing at HP Inc. at 1501 Page Mill Road, Palo Alto, CA 94304 to receive a full refund, less any claims paid or the cost of repairs made on your behalf. After 30 days, you may terminate this Agreement by sending written notice of cancellation plus proof of purchase to HP at the above address. You will receive a pro rata refund equal to 90% of the unearned pro rata purchase price less any claims that have been paid or less the cost of repairs made on your behalf. Any disputes arising in connection with the Agreement will be governed by the laws of the State of Florida.

### **Michigan Residents**

If performance of the Support Services is interrupted because of a strike or work stoppage at our place of business, the effective period of this Agreement shall be extended for the period of the strike or work stoppage.

### **Nevada Residents**

Once this HP Support Service Agreement has been in effect for at least seventy days, we may cancel this Agreement before the expiration of the agreed term only for one or more of the following reasons:

- a. You fail to pay an amount when due;
- b. You are convicted of a crime that results in additional service under this Agreement;
- c. We discover that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim under this Agreement;
- d. We discover 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 services due under this Agreement; or
- e. A material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required services or repairs under this Agreement to be substantially and materially increased beyond those contemplated at the time this Agreement first took effect.

If the original purchaser cancels this Agreement pursuant to Paragraph 7 (i) within thirty days of the date of purchase, but after a claim has been made, or (ii) after thirty days from date of purchase, the original purchaser will receive a refund of the unearned portion of the purchase price based on time expired. If the original purchaser cancels the Agreement pursuant to Paragraph 7 within thirty days of date of purchase, with no claims having been made, the original purchaser will receive a full refund of the purchase price. Any refund due to the original purchaser under this paragraph or Paragraph 7 may be credited to any of the original purchaser's outstanding balances, and the excess, if any, shall be refunded to the original purchaser.

### **New Hampshire Residents**

In the event you do not receive satisfaction under this Agreement, you may contact the New Hampshire Insurance Department, by mail at State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord NH 03301, or by telephone, via Consumer Assistance, at 800-852-3416.

### **New Mexico Residents**

Once this Agreement has been in effect for at least seventy days, we may cancel this Agreement before the expiration of the agreed term only for one or more of the following reasons:

- a. You fails to pay an amount when due;
- b. You are convicted of a crime that results in additional service under this Agreement;
- c. We discover that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim under this Agreement;
- d. We discovers 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 Support Services due under this Agreement; or
- e. A material change in the nature or extent of the required Support Service or repair which occurs after the effective date of this Agreement and which causes the required Support Services or repairs under this Agreement to be substantially and materially increased beyond those contemplated at the time this Agreement first took effect.

### **Ohio Residents**

If you purchased Accidental Damage Protection in connection with this Agreement, Our obligations are covered by a reimbursement insurance policy. If we fail to perform or make payment under the terms of this Agreement within sixty (60) days after You request performance or payment, You may request such performance or payment directly from *New Hampshire Insurance Company at 175 Water Street, 18th Floor, New York, NY 10038, Telephone 1-800-250-3819.*

### **Oregon Residents**

Any civil action brought in connection with this Agreement does not have to be brought in the courts of the

State of California. In the event you do not receive satisfaction under this Agreement, you may contact the Oregon Insurance Division, by mail at Department of Consumer and Business Services, Insurance Division, 350 Winter St NE, Salem OR 97301-3883, or by telephone at 888-877-4894.

### **South Carolina**

If you have any questions regarding this Agreement, or a complaint against the Provider, you may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or Post Office Box 100105, Columbia, SC 29202-3105, or (800) 768-3467. **This is not an insurance contract.**

### **Tennessee Residents**

The term of this Agreement shall be extended as follows: (1) the number of days you are deprived of the use of the product because the product is in repair; plus two (2) additional workdays.

### **Texas Residents**

Any unresolved complaints concerning this Agreement may be addressed to: the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 463-6599 or (800) 803-9202 (within Texas).

### **Washington Residents**

AIG WarrantyGuard, Inc. (AWG) is the Service Contract Provider under this Agreement in the State of Washington. This Agreement is between you and AWG. AWG can be contacted at: AIG WarrantyGuard c/o HP Service Programs, ATTN: Consumer Relations Dept., 650 Missouri Avenue, Jeffersonville, IN 47130. HP is the Administrator of this Agreement. AWG will use HP as its Authorized Service Provider to perform all Support Services under this Agreement.

This Agreement is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 500 W. Madison St. 30th Floor, Chicago, IL 60601, (800) 250-3819. You are not required to wait before filing a claim directly with the Insurer of this Agreement. Please enclose a copy of this Agreement when sending correspondence to the Insurer.

Any civil action brought in connection with this Agreement does not have to be brought in the courts of the State of California.

### **Wyoming Residents**

The laws of the State of Wyoming will govern any disputes arising out of this Agreement and any civil action may be brought in the courts of the State of Wyoming.