

HP Service Plan Descriptions – United States and Puerto Rico

Service Agreement Type 197 - HP Post-Warranty Technical Support



Service Overview

HP post warranty technical support provides one (1) Time telephone support coverage for a HP printer product pre-installed software, pre-installed, product original operating system and HP Drivers with a 7-day troubleshooting on the same issue. The one-time telephone support must be used within thirty (30) days of purchase.

HP post-warranty technical support provides access to HP Technical Support Agents for technical assistance on a product's operating system and pre-installed software. Technical support includes assistance with features and use, installation, configuration, troubleshooting and diagnosis.

Problem Assistance

HP provides assistance to resolve software or operating system problems, including assistance in setup, solving configuration issues and troubleshooting original, pre-loaded operating system and software technical problems.

Installation Support

Advisory support for customers who encounter difficulties while performing a product installation or require installation guidance will be provided.

Customer Responsibilities

The customer must adhere to and retain all original software licenses, upgrade license agreements, and license keys, and provide to HP upon request.

The Customer should maintain a current backup or copy of their operating system and all other applicable software programs and data prior to use of this service.

Limitations

Support is limited to HP and Compaq consumer Pavilion and Presario Desktop and Notebook products. HP will make reasonable efforts to assist and return a users product to productivity and will be deem complete when the Customer has:

- Received instructions that assist in resolving the hardware and/or software problem;
- Received instructions on how to obtain a patch(es);
- Received notice that a software application problem is caused by a known, unresolved software bug;
- Been notified that the problem has been identified as a hardware repair problem;
- Been notified that the problem is corrected in a subsequent release of the product or software;

Or HP has extended reasonable effort to resolve the application problem.

This support is limited to telephone assistance and does not include the downloading of complete software packages or supervision of an installation from start to finish. Further actions by the customer may be required to resolve the problem.

This support does not include hardware repair or exchange. If the customer requests hardware repair additional fees will be payable to HP for any hardware service given.

HP Service Plan Descriptions – United States and Puerto Rico

HP accepts no responsibility nor provides compensation for damage to the operating system software, application software, or data impacted by the failure or actions to resolve.

Coverage Window

HP Total Care telephone support is available 24 hours a day, seven (7) days a week, by calling HP Total Care at 1-800-474-6836.

Geographic Coverage

Service is available within the continental United States including Alaska and Hawaii. Please check with your local HP authorized representative if your location is eligible for this service.

For More Information

For more information, contact our 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.

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, wilful, 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.
- v) 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. Cancellation

Full refunds for prepaid services are available from the place of purchase only if Customer cancels within thirty (30) days of the Start Date of the Agreement, and provided no HP CarePack support services have been provided by HP at time of cancellation. If the Supporting Material has a different cancellation provision, the terms of this section 4 shall take precedence. HP may discontinue HP CarePack support services no longer included in HP's support offering upon sixty (60) days' written notice.

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, 30th 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, 18th 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 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 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.

