Warranty Services Agreement

Important Notice

Please read the following terms carefully. If You do not agree with these terms, do not use the Services or complete any registration process, and contact Your seller within thirty (30) days for a full refund. You agree to these terms by: (1) using or registering a Service; or (2) failing to reject these terms within thirty (30) days.

Definitions
"You" and "Your" refer to the purchaser.
"We", "Us", "Our", and "Obligor"/ "Provider" shall refer to Lenovo (United States) Inc. ("Lenovo"), 1009 Think Place, Morrisville, North Carolina 27560,Ph:800-426-_7378, except in Washington and Wyoming where it shall refer to National Product Care Company ("NPCC"), 175 W. Jackson, 11th Floor, Chicago, IL. 60604.

This is an Agreement between You and the "Obligor"/"Provider" of this Agreement.

The administrator of this Agreement is:
Lenovo (United States) Inc.
Customer Relationship Management
1009 Think Place Morrisville, NC 27560
Attn: Warranty Services Administrator
Texas License #617

1. What This Agreement Covers
This Warranty Services Agreement ("Agreement"), together with the Lenovo Limited Warranty, is the complete agreement between You and Lenovo regarding any Warranty Extension, Battery Warranty Extension, Warranty Service Upgrade, Keep Your Drive or Priority Technical Support (each a "Service") for the products specified in Your invoice or order confirmation. It supersedes and replaces any prior oral or written communications between You and Lenovo regarding any Service. Any additional or different terms in any order or written communications from You shall be void and of no effect. This Agreement modifies the Lenovo Limited Warranty only as specified below. Any Service purchased under this Agreement will be provided according to the applicable description below. This Agreement is only valid in the United States.

2. **What This Agreement Does Not Cover**
This Agreement and the Lenovo Limited Warranty do not cover the following: (i) uninterrupted or error-free operation of a product; (ii) loss of, or damage to, your data by a product; (iii) any software programs, whether provided with the product or installed subsequently; (iv) failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials; (v) damage caused by a non-authorized service provider, (vi) failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request; (vii) any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation: (viii) products or parts with an altered identification label or from which the identification label has been removed . or (ix) any pre-existing defects in your product that occurred on or before the date of this Agreement

3. Warranty Extension
The duration of the extended Lenovo Limited Warranty for Your product will be for the period You purchase, commencing on the start date of Your original base warranty period. This Service must be purchased during Your product's original warranty period. Parts consumed through use of a product and batteries are not covered by this Service. Unless You purchase a separate Battery Warranty Extension, the warranty period for Your battery will expire at the end of the period specified in Your Lenovo Limited Warranty.

4. Battery Warranty Extension
The duration of the extended Lenovo Limited Warranty for the battery in Your product will be for the period You purchase, beginning on the start date of Your battery's original base warranty period. You are entitled to one battery replacement during the period after Your battery's original base warranty period. If the battery in Your product is a customer replaceable unit ("CRU"), a replacement battery will be shipped to You. If the battery in Your product is a sealed battery and is not customer replaceable, Your battery will be replaced at a designated service center. You

are responsible for disconnecting the product and packing it in the Lenovo provided shipping container for the return of Your product to the designated service center. Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up Your product and deliver it to the service center. The service provider will return the product to You at its expense. This Service must be purchased before the end of Your product's original warranty period.

5. Warranty Service Upgrade
The service type of Your Lenovo Limited Warranty and any applicable Warranty Extension will be upgraded to the service type below according to the Warranty Service Upgrade You purchase.

a. Depot Service. If a problem with Your product cannot be resolved via telephone or through the use of a customer replaceable unit ("CRU"), Your product will be repaired or replaced at a designated service center. You are responsible for disconnecting the product and packing it in the Lenovo provided shipping container for the return of Your product to the designated service center. Shipping expenses will be paid by the Lenovo designated service provider. A courier will pick up Your product and deliver it to the service center. The service provider will return the repaired or replacement product to You at its expense.

b. On-Site Service. If a problem with Your product cannot be resolved via telephone or through a CRU, Your product will be repaired or replaced at Your location. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense.

c. On-Site Service – Second Business Day. If a problem with Your product cannot be resolved via telephone or through a CRU, Your product will be repaired or replaced at Your location. A service provider technician will be dispatched to arrive at Your location within two business days. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense.

d. On-Site Service – Next Business Day. If a problem with Your product cannot be resolved via telephone or through a CRU, Your product will be repaired or replaced at Your location. A service provider technician will be dispatched to arrive at Your location on the next business day. This Service is available during normal business hours, Monday through Friday, excluding holidays. Support calls received by the call center after 4:00pm local time will require an additional day to dispatch a service provider technician. This Service is subject to availability of service parts. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to You at its expense.

e. On-Site Service – 8-hour Response (24x7). If a problem with Your product cannot be resolved via telephone, Your product will be repaired or replaced at Your location. After You follow the telephone problem determination, a service provider technician will be dispatched to Your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation. Contact Lenovo or a service provider for details on availability. Additional charges may apply outside a service provider's normal service area.** Provision of this Service is dependent on the availability of service parts. This Service and the location of Your product must be activated with Lenovo. If You change Your product's location, You must update Your location activation. Instructions for location activation can be found at **www.lenovo.com/activation.** This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to You at its expense.

Distance from Lenovo support hub	Service response level
0-200 miles (0- 320km)	8 hours – 24x7
200+ miles (320+km)	Next Business Day

f. On-Site Service – 4-hour Response (Business Hours). If a problem with Your product cannot be resolved via telephone, Your product will be repaired or replaced at Your location. After You follow the telephone problem determination, a service provider technician will be dispatched to Your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. This Service is available during normal business hours, Monday through Friday, excluding holidays. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation. Contact Lenovo or a service provider for details on availability. Additional charges may apply outside a service provider's normal service area.** This Service is subject to availability of service parts. This Service and the location of Your product must be activated with Lenovo. If You change Your product's location, You must update Your location activation. Instructions for location activation can be found at **www.lenovo.com/activation.** This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to You at its expense.

Distance from Lenovo support hub	Service response level
0-100 miles (0-160 --km)	4 hours – business hours
100+ miles (160+ km)	Next Business Day

g. On-Site Service – 4-hour Response (24x7). If a problem with Your product cannot be resolved via telephone, Your product will be repaired or replaced at Your location. After You follow the telephone problem determination, a service provider technician will be dispatched to Your location. The technician should arrive within the response time objectives in the table below. You must follow the telephone problem determination procedures before a service technician will be dispatched. **This Service is only available in certain locations. Service areas may be found at www.lenovo.com/activation. Contact Lenovo or a service provider for details on availability. Additional charges may apply outside a service provider's normal service area.** Provision of this Service is dependent on the availability of service parts. This Service and the location of Your product must be activated with Lenovo. If You change Your product's location, You must update Your location activation. Instructions for location activation can be found at **www.lenovo.com/activation.** This Service may not be available for up to thirty (30) days after location activation. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense, and return the repaired or replacement product to You at its expense.

Distance from Lenovo support hub	Service response level
0-100 miles (0- 160km)	4 hours – 24x7
101 – 200 miles (161km-320km)	8 hours – 24x7
200+ miles (320+ km)	Next Business Day

h. Technician Installed CRUs. If a problem with Your product may be remedied with a CRU to replace an internal part, a service provider technician will be dispatched to Your location according to Your applicable service type to install the CRU. Replacement of external parts with a CRU remains Your responsibility under the Lenovo Limited Warranty.

6. Keep Your Drive

Under the Lenovo Limited Warranty, when Lenovo replaces a defective part of Your product, the defective part becomes the property of Lenovo. Under Keep Your Drive, You may retain a defective hard drive that is replaced under the Lenovo Limited Warranty. This Service applies to the original hard drive in Your product and any replacement hard drive provided for Your product under the Lenovo Limited Warranty. You must provide Lenovo with the serial number of each hard drive which You retain under this Service and execute any document provided by Lenovo acknowledging Your retention of the hard drive. This Service does not apply to any hard drive provided by Lenovo for a product not purchased by You.

7. Priority Technical Support

Under this Service, Lenovo will provide You with 24x7 access to advanced-level technicians via a toll-free telephone number for warranty support under the Lenovo Limited Warranty as well as technical support of software as described further below. When You contact a technician, You must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve Your problem over the telephone and may direct You to download and install software updates. If a problem covered by the Lenovo Limited Warranty

cannot be resolved via telephone, repair services will be arranged by the technician according to the applicable warranty service.

a. Lenovo and Third-Party Software Support. Lenovo will provide direct telephone support for installation and basic usage problems for core software applications on the supported core software list found at www.lenovo.com//PriTechSupport/us. If Lenovo determines the performance of Your product is related to a third-party software application on the collaborative support software list found at www.lenovo.com//PriTechSupport/us, Lenovo will contact the third-party software supplier, open a service request on Your behalf, and transfer Your call to the software supplier. **Lenovo is not responsible for third-party software or the acts or omissions of any software supplier.** This Service is only available if You have the necessary licenses, support agreements, and entitlements from the software supplier. This Service is available for support of Lenovo software subject to the terms of Your software license agreement with Lenovo.

8. Payment and How to Obtain Service

Payment must be received by Lenovo in advance of any Service. If You do not register with Lenovo, You will be required to provide proof of purchase as evidence of Your entitlement to a Service. Please contact Lenovo or an authorized service provider to obtain Service. A list of Lenovo authorized service providers can be found at support.lenovo.com.

9. Limitation of Liability

LENOVO, INCLUDING ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUPPLIERS OR SOFTWARE DEVELOPERS, SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES; OR 4) ANY LOSS OF PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

10. General

Any information exchanged between Us is not confidential or proprietary, including any information You disclose over the phone or electronically.

Lenovo and its affiliates and subcontractors may process, store and use information about Your transaction and Your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill Your transaction. We may also contact You to notify You about any product recall, safety issue or service actions. Where permissible under local law, We may use this information to inquire about Your satisfaction with Our products or services or to provide You with information about other products and services. You may decline to receive any further such communications from Us at any time. In accomplishing these purposes, We may transfer Your information to any country where We do business; We may provide it to entities acting on Our behalf; or We may disclose it where required by law. We will not; however, sell or otherwise transfer personally identifiable information received from You to any third parties for their own direct marketing use without Your consent.

If any provision of this Agreement is deemed unenforceable or void, the remaining provisions shall remain in effect.

Nothing in this Agreement affects any statutory rights of consumers that may not be waived or limited by contract.

Each of us grants the other the rights specified in this Agreement. No other license or rights (including license or rights under patents) are granted by either of us to the other. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.

Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract.

Neither of us is responsible for failure to fulfill obligations due to causes beyond their control.

Either of us may communicate with the other by electronic means and such communication deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.

Each of us will comply with any laws and regulations that are applicable to this Agreement.

Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement by either of us to an affiliate or to our successor organization by merger or acquisition does not require the consent of

the other. Lenovo may also assign its rights to payments under this Agreement without Your consent.

Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.

Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11. Cancellation

You may cancel this Agreement, for a full refund, only within 30 days of purchase, by sending written notice to the address below. If you cancel after 30 days of purchase, your refund will be based upon 100% of the unearned pro rata premium.

Lenovo - Customer Relationship Management
1009 ThinkPlace, Morrisville, NC 27560
Attn: Warranty Services Administrator
We may cancel this Agreement for fraud, material misrepresentation, or non-payment by You; or if required to do so by any regulatory authority. Notice of such cancellation will be in writing at least thirty (30) calendar days prior to cancellation.

12. INDIVIDUAL STATE DISCLOSURES AND VARIATIONS

IN ALABAMA: Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN ARKANSAS: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN CALIFORNIA: You may cancel this Agreement for a full refund within 60 days of purchase by sending written notice to: Lenovo at the address provided in Section 11 of this Agreement. If you cancel after 60 days of purchase, your refund will be based upon 100% of the unearned pro rata premium. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN COLORADO: Action under this Agreement may be covered by the provisions of the “Colorado Consumer Protection Act” or the Unfair Practices Act”, articles 1 and 2 of title 6, C.R. S. A party to this Agreement may have a right of civil action under these laws, including obtaining the recourse or penalties specified in such laws. Obligations of the Provider under this Agreement are insured under a service contract reimbursement insurance policy issued by Virginia Surety Company, Inc. located at 175 West Jackson Blvd, Chicago, IL 60604: 1-800-209-6206. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the Insurer under the service contract reimbursement insurance policy. If a refund is not paid or credited within 45 days of the date of cancellation a 10% penalty per month has to be added to the refund. This right is not transferable and only applies to the original service contract purchased. You may transfer this Agreement to another party only when ownership of the covered product is transferred to the other party and You have obtained Our prior written consent. The use of non-original manufacturer’s parts is not allowed.

IN CONNECTICUT: Your Agreement term is automatically extended by the length of time in which the covered Product is in Our custody for repair. If You have a dispute with Us, You may contact the State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the Product, the cost of repair of the Product, and a copy of the Agreement. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN GEORGIA: If You purchase Your Agreement in Georgia, You are entitled to cancel this Agreement at any time. Cancellation must comply with Section 33-24-44 of the Georgia Code. Any refund owed in the event of cancellation shall be determined on the excess of the Agreement purchase price above the customary short rate for the expired term of the Agreement, and no Claim paid or incurred shall be deducted from any refund owed. We are also entitled to cancel this Agreement at any time based upon fraud, misrepresentation, or failure to pay for the Agreement, and

notice of cancellation by Us will be given at least thirty (30) days prior to cancellation. Refunds will be issued on a pro rata basis. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN HAWAII: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604.
Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use**.** We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. If You have a question or complaint, You may contact the Insurance Commissioner, 250 South King Street, 5th Floor, Honolulu, Hawaii 96813.

IN ILLINOIS: This Agreement does not provide coverage for normal wear and tear except as specifically provided in the coverage section above. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN INDIANA: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN KENTUCKY: The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN MAINE: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

IN MARYLAND: The “Purchase Price” shall refer to the purchase price of the covered Product as shown on Your sales receipt. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN MINNESOTA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN MISSOURI: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN MONTANA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.

IN NEVADA: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. No claim incurred or paid shall be deducted from the amount of Your cancellation refund. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. If We are unable to repair Your Product, replacement of Your covered Product will be provided for with a store voucher or check equal to the original purchase price of the covered Product. Refund of the original Product purchase price will fulfill this Agreement in its entirety and will cancel and discharge all further obligations under this Agreement. With respect to each Product covered under this Agreement, Our liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: failure to pay the Agreement purchase price; the conviction of You of a crime which results in an increase in the Service required under the Agreement; fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement; or a material change in the nature or extent of the Service required under the Agreement which occurs after the purchase of the Agreement and substantially and materially increases the Service required beyond that contemplated at the time of purchase. If We cancel the Agreement, You will be refunded the unearned pro rata purchase price of the Agreement. This Agreement is not renewable. We consider the purchase price set forth in your invoice or order confirmation to be part of this Agreement.

IN NEW HAMPSHIRE: In the event You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.

IN NEW MEXICO: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. We may not cancel this Agreement once it has been in effect for seventy (70) days, except under the following conditions: (a) failure to pay the Agreement purchase price; (b) the conviction of You of a crime which results in an increase in the Service required under the Agreement; (c) fraud or material misrepresentation by You in purchasing the Agreement or obtaining Service; (d) or the discovery of an act or omission, or a violation of any condition of the Agreement by You which substantially and materially increases the Service required under the Agreement. If We cancel, You will receive a refund equal to the unearned pro rata purchase price less the cost of any repairs made.

IN NEW YORK: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within thirty (30) days after return of the Agreement to Us. Obligations of the Provider under this Agreement are insured under a service contract reimbursement insurance policy. If the Provider fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed, You are entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy. The Insurer is Virginia Surety Company, Inc. located at 175 West Jackson, Chicago, IL 60604: 1-800-209-6206. The terms of the manufacturer's warranty and any applicable extended warranty related to the Product are hereby incorproated by reference into this Agreement and are a part of this Agreement. Article 79 of the New York Insurance Law applies to the manufacturer's warranty and any extended warranty incorporated by reference into this Agreement. If there is a conflict between the manufacturer's warranty or extended warranty incorporated by reference into this Agreement, this Agreement shall govern. The date and cost of this Agreement are as set forth in Your Invoice. If no claim has been made under this Agreement and You cancel this Agreement during the period specified in 10 of this Agreement, this Agreement shall be void and You shall be entitled to a full refund of the cost hereof.

IN NORTH CAROLINA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN OHIO: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

IN OKLAHOMA: The Cancellation provision of Your Agreement is deleted in its entirety and replaced by the following: If You cancel the Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro rata purchase price. If We cancel the Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro rata purchase price of the Agreement. No claim incurred or paid shall be deducted from the amount of Your cancellation refund.

IN OREGON: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. The last paragraph of Section 10 is deleted in its entirety. It is not applicable to You. For Oregon consumers, any arbitration proceedings arising as a result of this Agreement shall be conducted in accordance with Sections 36.600 through 36.740 of the Oregon Revised Statutes.The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.

IN SOUTH CAROLINA: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. If You have a question, a complaint or Your claim is not handled in a timely manner, You may contact the South Carolina Department of Insurance, P. O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (800) 768-3467. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo.

IN TEXAS: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or it's use, or a substantial breach of Your duties relating to the covered Product or its use. If You have a question or complaint, You may contact the Texas Department of Licensing and Regulations, P. O. Box 12157, Austin, Texas 78711, (800) 803-9202 or (512) 463-6599. The obligations of the Provider under this Agreement are backed by the full faith and credit of Lenovo. The service contract provider license number for Lenovo in TX is 617.

IN UTAH: Coverage afforded under the Agreement is not guaranteed by the Property and Casualty Guaranty Association. We can cancel this Agreement during the first sixty (60) days of an annual term by mailing to You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that We can also cancel this Agreement during such time period for nonpayment of premium by mailing You a notice of cancellation at least thirty (30) days prior to the effective date of cancellation. After sixty (60) days have elapsed, We may cancel this Agreement by mailing a cancellation notice to You at least thirty (30) days prior to the effective date of cancellation for cancellations due to any of the following reasons: (a) nonpayment of premium; (b) material misrepresentation; (c) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the Agreement; or (d) substantial breach of contractual duties, conditions, or warranties.This Agreement does not have a deductible. The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

IN VERMONT: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604.

IN VIRGINIA: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604.

IN WASHINGTON: "Definitions" Section is deleted in its entirety and replaced with the following: In Washington "We", "Us", "Our" and "Obligor", means ServicePlan, Inc., 175 W. Jackson, 11th Floor, Chicago, IL. 60604." Obligations of the Obligor under this Agreement are backed by the full faith and credit of the Obligor." We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. In the event We cancel the Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.

IN WISCONSIN: We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us. **This Agreement is subject to limited regulation by the Office of the Commissioner of Insurance of the State of Wisconsin.**

IN WYOMING: The obligations of the Provider under this Agreement are insured under a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 W. Jackson Blvd., Chicago, IL 60604. In the event that the Provider ceases to operate, is bankrupt, or Your claim is not paid within sixty (60) days after proof of loss has been filed, You may file a direct claim with Virginia Surety Company, Inc. To do so, please call the following toll-free number for instructions: 1-800-209-6206.
The Cancellation provision of Your Agreement is updated to include the following "We shall mail a written notice to You at the last known address contained in Our records at least ten (10) days prior to cancellation.
The following paragraph of the General provision of Your Agreement is deleted in its entirety "Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract." and replaced by the following "Neither of us will bring a legal action arising out of or related to this Agreement or a Service more than four (4) years after the cause of action arose unless otherwise provided by applicable law without the possibility of waiver by contract.
Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee or a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered Product or its use. We will pay a penalty of 10% of the Agreement purchase price per month on a refund that is not paid or credited within forty-five (45) days after return of the Agreement to Us.