

OFFICE DEPOT

Computers & Miscellaneous Electronics – Terms and Conditions

This is a legal contract. By purchasing it, you understand that it is such a contract and acknowledge that you have had the opportunity to read the terms and conditions set forth herein. These terms and conditions together with your sales receipt constitute the entire agreement.

1. **Plan Provider (Obligor):** The company obligated under this Plan is AIG Warranty Services and Insurance Agency ("AIGWS"), except in Florida, Oklahoma and Wisconsin. AIGWS can be contacted at 300 Riverside Plaza, Chicago, IL 60608 or (800) 250-3819. In Florida, the Obligor is **New Hampshire Insurance Company, ("NHIC")**, located at 175 Water St, 20th Floor, New York, NY 10038, or (800) 250-3819. In Oklahoma, the Obligor is Office Depot. In Wisconsin, the Obligor is Warranty Corporation of America, located at 3110 Crossing Park Rd, Norcross, GA 30071.
2. **Definitions:** Throughout these terms and conditions ("Plan"), the words, "we", "us", and "our" refer to the Obligor. Dealer is the entity from which you purchased this Plan. "You" and "your" refer to the Plan Holder or the person to whom it was properly transferred. "Product" refers to the consumer item that is covered by this Plan.
3. **Term:**
 - a. **Repair Plans:** The term of this Plan commences upon date of product purchase.
 - b. **Replacement Plans:** The term of this Plan begins at the end of the manufacturer's warranty.
4. **Coverage:** This Plan provides for the repair or replacement of the product to normal operating condition after it has failed due to defects in materials, workmanship or normal wear and tear depending on the Plan coverage you have selected. There is no deductible under this Plan.
 - a. **Repair Plan:**
 - i. **On-Site Service:** If On-Site service is included with your Plan you must provide a safe, non-threatening environment for our technicians in order to receive On-Site service. Due to environmental and technical requirements, if certain repairs cannot be completed in your residence or where the product is otherwise located and must be repaired at another location, this Plan will cover all shipping and handling costs.
 - ii. **Depot Service:** If your Plan has Depot Service, we will pay the shipping charges to and from the designated depot service location.
 - iii. **Laptop Coverage** - Coverage includes 3-Way shipping and providing a shipping container to and from a depot servicer of our choice. All shipping costs are covered under the Plan. Coverage begins on the date of product purchase.
 - iv. **Laptop Screen Coverage:** If you purchased a Laptop Screen Coverage Plan, we will pay for labor and replacement parts necessary to replace your laptop screen should it become inoperable but not more than twice during the term of the Plan. Coverage begins on the date of product purchase.
 - v. **PDA Screen Coverage:** If you purchased a PDA Screen Coverage Plan, we will cover a one-time replacement of the covered PDA due to a screen malfunction. Coverage begins on the date of product purchase.
 - vi. **Accidental Damage from Handling (ADH)** – If you purchased ADH coverage we will cover unintentional and accidental damage to the product that results from normal and customary use and handling of the product, such as drops and liquid spills that render the product inoperable. You will be required to ship the product to a designated location for inspection. If the product cannot be repaired, it will be replaced with a product of like kind and quality. All shipping charges will be covered by the Plan. Coverage begins on the date of product purchase.
 - vii. **Bulb Coverage:** If you purchased ADH coverage, this Plan covers one (1) lamp replacement per product per Plan term from the date of product purchase for equipment that uses projection lamp technology, such as LCD or reflective projectors. Coverage begins on the date of product purchase.
 - viii. **Pixel Repair:** This Plan provides pixel repair based upon manufacturer's guidelines. Coverage begins on the date of product purchase.
 - ix. **Remote Control Coverage:** If your remote control should fail, we will replace it with one of like kind and quality, not limited to a generic brand. Coverage begins on the date of product purchase.
 - x. **International Service:** If your product requires service and is located outside of the U.S.A. or Canada, please call **01-1-770-246-1279** or send an e-mail to odsupport@waca.com. If the product is still covered by the manufacturer's warranty, you will need to contact the manufacturer for service locations worldwide. If the product is out of the manufacturer's warranty period, we will ask you to locate service in your area, to get an estimate for the repair, to get an authorization from us for the repair, to remit payment to the service center and to send us the invoice. We will reimburse you for the authorized amount of the claim by issuing a check in U.S. dollars which will be mailed to an address in the USA or within the U.S. postal system.
 - xi. **No Lemon Guarantee (Computers only):** Following the expiration of the manufacturer's warranty term and after three service repairs have been completed, for the same problem, on an individual product, and that product requires a fourth repair, as determined by us, we reserve the right to replace the product with a product of like kind and quality, not to exceed the original retail purchase price excluding taxes. Once the product is replaced, this Plan is considered fulfilled. The original product may be requested to be returned to us. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of the No Lemon Clause.
 - xii. **No Lemon Guarantee (Non-Computers only):** Following the expiration of the manufacturer's warranty term and after two service repairs have been completed, for the same problem, on an individual product, and that product requires a third repair, as determined by us, we reserve the right to replace the product with a product of like kind and quality, not to exceed the original retail purchase price excluding taxes. Once the product is replaced, this Plan is considered fulfilled. The original product may be requested to be returned to us. Preventative maintenance checks, cleanings, product diagnosis, customer education, accessory repairs or replacements are not considered repairs for the purposes of the No Lemon Clause.
 - xiii. **Performance Guarantee:** Subject to parts availability and covered product accessibility, if we do not make the scheduled service call within the specified timeframes, upon your request, the Plan will be extended for an additional one month term. Call **1-866-540-0013** to request the extension. While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including, but not limited to, manufacturer's delays, unavailability of replacement parts, or Acts of God.
 - b. **Replacement Plans:** If you have purchased a product Replacement Plan, your product will be replaced, not repaired. You may be required to ship the defective product to a designated inspection location. All costs related to the shipping and insurance are covered under the Replacement Plan coverage. If your product qualifies for replacement, you will receive an Office Depot Merchandise Card in the amount of the original purchase price of the covered product, excluding sales tax, or a new or remanufactured product of like kind and quality at our discretion.

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Once the replacement process has been completed, this Plan is considered fulfilled. If your product is found to be non-defective, it will be returned to you.

c. All Plans:

- i. Digital Lifeline™ - If you purchased a desktop or laptop computer, Digital Lifeline™ (DLL) has been included with your purchase. A disk containing DLL has been provided to you either at time of purchase or mailed to you if you purchased your product online or by phone. After you have loaded DLL onto your computer, follow the instructions in order to complete the registration process. If your product fails to operate properly, please use DLL to perform diagnostics before calling for assistance.
- ii. Mobile Lifeline™ - If you purchased a laptop computer with ADH or Screen Protection, Mobile Lifeline™ (MLL) is included with this Plan. A disk containing MLL has been provided to you either at time of purchase or mailed to you if you purchased your product online or by phone. After you have loaded MLL onto your computer, follow the instructions in order to complete the registration process. Once the registration process is complete, MLL is immediately available for you to use.
- iii. Power Surge Protection: This Plan provides power surge protection in excess of any other insurance coverage.

5. **Registration:** You will be required to register your product in order to validate this Plan. You may register your product online by using the registration software provided by your Dealer or by contacting us at **1-866-540-0013, 24 hours per day, 7 days per week.**
6. **Plan Limits of Liability:** The total payment(s) for all claims under this Plan shall not exceed the original purchase price of the product. If we determine that the product(s) is not repairable, we may replace the product with a product of like kind and quality or you may receive an Office Depot Merchandise Card in the amount of the original purchase price of the product, excluding sales taxes at our discretion. If the product is replaced after the expiration of the manufacturer's warranty, this Plan is considered fulfilled.
7. **Your Responsibilities:** You must follow the instructions for use in the owner's manual of your product. You must have your product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to follow the manufacturer's maintenance and service recommendations may result in the denial of coverage under this Plan. We strongly recommend (but do not require as a condition of this Plan) the regular back up of data and software. This Plan does not cover the cost of data recovery or other consequential or incidental damages.
8. **Purchaser Records:** You may be asked to provide proof of purchase as a condition for receiving service under this Plan. **YOUR ORIGINAL PURCHASE RECEIPT SHOULD BE KEPT WITH THIS PLAN IN A SAFE PLACE.**
9. **If Your Product(s) Needs Service:** You may begin the claims process by calling **1-866-540-0013, 24 hours per day, 7 days per week.** Repair service will be available during regular business hours, Monday through Friday, and will be provided by an authorized service provider. After we authorize your claim, you may arrange for service and we will cover the reasonable parts or labor costs that we authorize. **AT OUR OPTION, REPLACEMENT PARTS WILL BE NEW, REMANUFACTURED, OR NON-ORIGINAL MANUFACTURER'S PARTS THAT PERFORM TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.** If we determine that your product cannot be repaired, we will replace it with a new or remanufactured product of like kind, quality and functionality. Technological advances may result in a replacement product with a lower selling price than the original product. Once the product is replaced, this Plan is considered fulfilled. Products covered by a replacement plan may be required to be shipped to an inspection location at our expense. After the inspection, if the product is found to not qualify for replacement, it will be returned to you.
10. **Availability of Services:** While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer's delays, shipment to a service facility or acts of God.
11. **Contractual Liability Insurer:** This Plan is not a contract of insurance. If you reside in any of the following states: AL, AK, AZ, CO, CT, DE, DC, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MO, MT, NE, NV, NH, NJ, NM, ND, OH, OR, PA, RI, SC, SD, TN, TX, UT, VT, WV, WI or WY, this Service Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water St, 20th Floor, New York, NY 10038 and telephone number (800) 250-3819. If you reside in any of the following states: AR, CA, FL, MS, OK, NY, NC or VA, this Plan is secured by a contractual liability insurance policy provided by New Hampshire Insurance Company, 175 Water St, 20th Floor, New York, NY 10038 and telephone number (800) 250-3819. If, within sixty (60) days, we have not paid a covered claim, provided you with a refund or you are otherwise dissatisfied, you may make a claim directly to the insurance company.
12. **Exclusions – What Is Not Covered:**
 - a. Normal maintenance, cleaning, or tune-ups; repair or replacement covered by any other warranty, service agreement, manufacturer's recalls, or insurance policy in effect at the time of the failure;
 - b. Consumable items such as but not limited to, batteries, filters, gaskets, fluids, external hoses, accessories, attachments or any other parts or materials which are designed to be consumed during the life of the product;
 - c. Costs related to any service request which results in customer education or no problem found;
 - d. Failure, inoperability, or disruption of any product or product functions due to any manufacturer defect; which occurs during the manufacturer warranty period unless otherwise noted above.
 - e. Conditions which existed prior to your purchase and delivery of the product or the Plan;
 - f. Special, indirect, or consequential damages; loss of use; personal items left in the product to be repaired; products that are not listed in the Plan;
 - g. Loss and/or theft of the product;
 - h. Loss or damage to the product while in storage or in the course of transit, delivery, or redelivery;
 - i. Damage or costs resulting from unauthorized repairs or repair personnel; negligence, misuse, abuse; alteration or removal of the serial number; loss or damage caused by intentional physical damage;
 - j. Failures due to general environmental conditions, including but not limited to rust, corrosion, mold or dust; animal or insect damage; Acts of God such as fire, water, windstorm, sand, dirt, hail or earthquake; civil disorders; riot; nuclear accident; malicious mischief;
 - k. Loss of brightness over time caused by degradation of phosphors; television or personal computer monitor screen imperfections, including burn-in or burned phosphor, caused by video games, or prolonged display of one or more signal(s);
 - l. Loss or damage to stored data; repairs related to software, computer viruses, or computer hardware that is added after the original purchase;
 - m. Improper electrical wiring and connections; improper installation, or setup; user facilitated minor adjustments and settings outlined in the product's owners manual; external antenna or local reception problems; inaccessible products or parts;

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- n. Cosmetic defects, damage, or failures of non-operational components that do not inhibit the proper operation and performance of the covered items, such as but not limited to: cabinetry and cabinet frames, decorative finishing, door liners, glass, projection television exterior screens, handles, knobs, masks, racks, rollers, shelves, cracked cases and broken hinges;
 - o. Repair or replacement due to failure to properly install, operate, maintain, or clean the covered product in accordance with the local codes and the manufacturer's printed instructions, or from use in any combinations not approved in the manufacturer's specifications, or from any unauthorized modifications or alterations;
 - p. Unintentional or accidental loss or damage resulting from normal and customary use and handling of the product such as, but not limited to, the spilling of liquid on the product or the dropping of the product, unless ADH coverage has been purchased;
 - q. Liquid immersion of any kind.
13. **Renewal:** Repair Plans may be renewable. Call **1-866-540-0013** for more information. The renewal price will reflect the age, condition of the product, and current service costs at the time of the renewal. Replacement Plans are not renewable.
14. **Transfer:** This Plan may be transferred to an eligible party to whom you sell or give the product while this Plan is in force. For more information, please call **1-866-540-0013** or send your request in writing within fifteen (15) days of transfer to the administrative address cited below. Include your name and Plan number, and the name, address and phone number of the new owner.
15. **Cancellation:** You may cancel this Plan for any reason within 30 days of purchase and receive a full refund if no claims have been paid or the covered product has not been replaced. After thirty days from the date of purchase, no refunds will be provided. To cancel this Plan, submit your request in writing to the administrator at the address cited below. Neither the Dealer nor we can cancel this Plan except in the event of your fraud, material misrepresentation or failure to pay the Plan price.
16. **Entire Agreement:** This Agreement is intended by the parties to be a final statement of their agreement with respect to the terms and conditions set forth herein, it sets forth the entire understanding of the parties with respect to the subject matter hereof, and supersedes any and all other prior or current understandings or agreements between them, whether written or oral. No other document not attached hereto, or specifically referred to herein shall be deemed a part of this Agreement, and this Agreement may not be modified or amended except in writing, signed by each party by a duly authorized officer.

If You Reside In One Of The Following States, These Provisions Apply To You:

Arizona: If Your written notice of cancellation is received prior to the expiration date, the administrator shall refund the remaining pro-rata price, regardless of prior services rendered under this Contract. The pre-existing condition exclusion does not apply to conditions occurring prior to the sale of the consumer product by the Obligor, its assignees, subcontractors and/or representatives.

California: If you cancel within thirty (30) days of receipt of this Plan, and we have not paid a claim, you will receive a full refund. If you cancel after thirty (30) days or at anytime after we pay a claim, you will receive a pro rata refund of the Plan price based on the days remaining, less any claims that have been paid, less a cancellation fee of \$25.00 or 10% of the Service Plan price, whichever is less.

Connecticut: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody being repaired. In the event of a dispute with the Administrator, you may contact the State of Connecticut Insurance Department, PO Box 816, Hartford, CT 06142-0816, and 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 Contract.

Florida: The Plan shall be cancelled by us for fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of covered equipment shall result in the cancellation of the Plan by us. In the event of cancellation by us, written notice of cancellation shall be mailed to you not less than sixty (60) days before cancellation is effective. This Plan can be cancelled by you at any time for any reason by emailing, mailing or delivering to us notice of cancellation. If the Plan is cancelled: (a) within thirty (30) days of the receipt of the Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after thirty (30) days, you will receive a refund based on 100% of unearned pro rata premium less any claims that have been paid or less the cost of repairs made by us. If we cancel the Plan, the return premium is based upon 100% of the unearned pro rata premium.

Georgia: This Plan shall be non-cancelable by us except for fraud, material misrepresentation, or failure to pay consideration due therefore. The cancellation shall be in writing and shall conform to the requirements of Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and we shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Contract. This Plan excludes coverage for incidental and consequential damages and pre-existing conditions only to the extent such damages or conditions are known to you or reasonably should have been known to you.

Illinois: If you cancel after thirty days, you will receive a pro rata refund of the Plan price based on the days remaining, less any claims that have been paid.

Kansas: This Plan is not an insurance policy.

Nevada: This Plan is not an insurance policy. You are entitled to a "Free Look" period for this Contract. If you decide to cancel this Plan within thirty (30) days of purchase, you are entitled to a one hundred percent (100%) refund of any fees paid. If you cancel this Plan after thirty (30) days from purchase, you will receive a pro rata refund based on the days remaining, less a cancellation fee of twenty-five dollars (\$25) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within forty-five (45) days of your written request we will pay you a penalty of ten percent (10%) of the purchase price for each thirty (30) day period or portion thereof that the refund and any accrued penalties remain unpaid. We can cancel this Plan due to unauthorized repairs which result in a material change in the nature or extent of the risk, occurring after the first effective date of the current Contract, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Plan was issued or last renewed. If we cancel this Plan a cancellation fee will be imposed and no deduction for claims paid will be applied.

New Mexico: If this Plan has been in force for a period of seventy (70) days, we may not cancel before the expiration of the Plan term or one (1) year, whichever occurs first, unless: (1) you fail to pay any amount due; (2) you are convicted of a crime which results in an increase in the service required under the Contract; (3) you engage in fraud or material misrepresentation in obtaining this Contract; (4) you commit any act, omission, or violation of any terms of this Plan after the effective date of this Plan which substantially and materially increase the service required under this Contract; or (5) any material change in the nature or extent of the required service or repair occurs after the effective date of this Plan and causes the required service or repair to be substantially and materially increased beyond that contemplated at the time you purchased this Contract.

North Carolina: The purchase of this Plan is not required either to purchase or to obtain financing for a home appliance.

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OKLAHOMA: THIS PLAN IS NOT ISSUED BY THE MANUFACTURER OR WHOLESALE COMPANY MARKETING THE PRODUCT COVERED BY THIS PLAN. THIS PLAN WILL NOT BE HONORED BY SUCH MANUFACTURER OR WHOLESALE COMPANY. IF EITHER YOU OR WE CANCEL THIS CONTRACT, THE RETURN OF THE PLAN PRICE WILL BE BASED UPON ONE HUNDRED PERCENT (100%) OF THE UNEARNED PRO RATA PRICE OF THE CONTRACT, LESS THE COST OF ANY SERVICE RECEIVED. THE DEALER IS THE OBLIGOR UNDER THIS CONTRACT.

South Carolina: To prevent any further damage, please refer to the owner's manual. In the event the Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, you are entitled to apply directly to the insurance company. If the insurance company does not resolve such matters within sixty (60) days of proof of loss, you may contact the South Carolina Department of Insurance, PO Box 100105, Columbia, SC 29202-3105, or (800) 768-3467.

Texas: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a Plan provider or administrator may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711 or (512) 463-2906 or (800) 803-9202. If you have not received a refund by any means before the forty-sixth (46th) day after the date the Plan is returned to us, you may apply for reimbursement directly to Illinois National Insurance Company, located at 175 Water St, 20th Floor, New York, NY 10038 or (800) 250-3819.

Utah: Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. If we cancel this Plan due to fraud or material misrepresentation, you will be notified thirty (30) days prior to Plan cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

Washington: This Plan is not a contract of insurance. This Service Plan is secured by a contractual liability insurance policy provided by Illinois National Insurance Company, 175 Water St, 20th Floor, New York, NY 10038 and telephone number (800) 250-3819. You may make a claim directly to the insurance company at any time.

Wisconsin: **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE WISCONSIN OFFICE OF THE COMMISSIONER OF INSURANCE.** This Plan shall not be cancelled nor can coverage be denied due to unauthorized repair of the covered equipment, unless we are prejudiced by your failure to obtain such authorization. If you cancel this Contract, no deduction shall be made from the refund for the cost of any service received. Warranty Corporation of America is the Obligor under this Contract. This Plan is backed by a contractual liability insurance policy with limits of liability of five thousand dollars (\$5,000) per claim and twenty-five thousand dollars (\$25,000) in aggregate per Contract.

Administered by:
Warranty Corporation of America
3110 Crossing Park Rd., Norcross, GA 30071
Toll-Free Customer Service: 1-866-540-0013