Online 2 Year Product Replacement Plan for Video Game Systems

If your system experiences a failure from normal use during the plan's term, we'll replace it. Two years of protection for your video game system begins the moment you purchase your plan.

Length of coverage:

New Hardware

- Coverage begins when the manufacturer's warranty expires and continues for 12-months
- Additional Power Surge protection begins at purchase and continues for 24-months

Preowned & GameStop Refurbished Hardware

- Coverage begins after the 30-day return policy expires and continues for 23-months

Terms and Conditions (USA)

This is a legal contract (referred to hereinafter as the “Plan”) and it contains a binding Arbitration Agreement below that governs all disputes related to the Plan. Please read the Plan carefully and completely. 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.

Obligor: The company obligated under this Plan in all states except Florida and Washington is **Asurion Consumer Solutions, Inc.,** whose address is P.O. Box 061078, Chicago, Illinois 60606-1078, telephone 1-866-856-3882. If purchased in Florida, the company obligated under this Plan is:**Asurion Consumer Solutions of Florida, Inc.**, P.O. Box 1340, Sterling, Virginia 20166, telephone 1-866-856-3882. If purchased in Washington, the company obligated under this Plan is: **ServicePlan, Inc.**, 175 W. Jackson Blvd, 11th Floor, Chicago, Illinois 60604.

Definitions: (1) “we”, “us” and “our”: refers to the company obligated under this Plan, as indicated in the “Obligor” section above; (2) “administrator”: refers to (a) Asurion Services, LLC in all states and DC, except in AL and FL; (b) Asurion Consumer Solutions, Inc., in AL; (c) Asurion Consumer Solutions of Florida, Inc., in FL (“Asurion” refers collectively to Asurion Services, LLC, Asurion Consumer Solutions, Inc. and Asurion Consumer Solutions of Florida, Inc.). The administrator can be contacted at: P.O. Box 1340, Sterling, Virginia, 20166; (3) “breakdown”: refers to the mechanical or electrical failure of the product caused by: a) defects in materials/and or workmanship, b) normal wear and tear, c) dust, heat, or humidity and d) power surges; (4) “product”: refers to the consumer item(s) which You purchased concurrently with and is covered by this Plan; (5) “you,” “your” and “service contract holder”: refers to the individual who purchased the product and this Plan, or the approved transferee; (6) “retailer”: refers to the retailer from which you purchased the product and this Plan.

Instructions: You must keep this Plan and your sales receipt, as you may be required to produce them to obtain service. This Plan, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt constitute the entire agreement. Your rights under this Plan may vary from state to state.

To Obtain Service: Call Asurion 24 hours a day, seven days a week, at **1-800-319-8513** to process your claim. You will be provided with an authorization number and will be instructed to bring the defective product and your sales receipt to the closest store location for repair or replacement. The product will be inspected by the store and if it qualifies for replacement, a replacement product will be provided to you. Once the product has been replaced, this Plan is considered fulfilled. If the product is found to be non-defective, it will be returned to you. You must call Asurion prior to having service; all replacements must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Unauthorized replacements may not be covered. Foreign language assistance is available for your convenience.

What is Covered:

Replacement Plans for New and Refurbished Products: This Plan covers the replacement of your product in the event your product experiences a breakdown which is not covered under any insurance policy or any other warranty or service contract. We will, at our discretion, replace the product with a product of like kind and quality that performs to the factory specification s of the original product or reimburse you for replacement of the product or the original purchase price, including sales tax, when required due to a covered breakdown. The reimbursement may be in the form of a replacement product, voucher, gift card or check.

Term of Coverage:

Replacement Plans for New Products: Your term of coverage begins upon your date of purchase and continues for the period indicated on your sales receipt. Except for power surge coverage, which begins on the date you purchase your covered product, all other coverage becomes effective after the manufacture's labor warranty expires. The Plan is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's labor warranty expires, the Plan continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Plan's terms and conditions.

Replacement Plans for Refurbished Products: Your term of coverage begins upon your date of purchase and continues for the period indicated on your sales receipt. Except for power surge coverage, which begins on the date you purchase your covered product, all other coverage becomes effective after the retailer's store return policy expires.

Limit of Liability: For any single claim, the limit of liability under this Plan shall be the least of the cost of: (1) replacement with a product of like kind and quality that performs to the factory specifications of the original product; or (2) the price that you paid for the product. In the event we replace your product or reimburse you for the purchase price you paid for the product, we shall have satisfied all obligations owed under this Plan.

Deductibles: There is no deductible required to obtain service for your product.

Replacement Products: We may, at our discretion, replace your product with a **NEW, REMANUFACTURED, REFURBISHED OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DELAY IN RENDERING SERVICE UNDER THIS PLAN, FOR LOSS OF DATA, OR FOR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS AT A REPAIR CENTER OR OTHERWISE AWAITING PARTS; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS PLAN; (3) DAMAGE FROM ACCIDENT, ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS OR ACTS OF GOD; (7) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES, WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES; (9) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE PLAN; (10) PREVENTATIVE MAINTENANCE; (11) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS PLAN; (12) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (13) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (14) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR RETAILERS STORE RETURN POLICY; (15) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (16) UNAUTHORIZED REPAIRS AND/OR PARTS; (17) PARTS FAILURE DUE TO A MANUFACTURER RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH FAILURES; (18) ACCESSORIES USED IN

CONJUNCTION WITH A COVERED PRODUCT; (19) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (20) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (I.E., BATTERIES, VIDEO CASSETTES, DVDS AND COMPACT DISCS, ETC.); (21) DAMAGE INCURRED DURING TRANSPORTATION; (22) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE; (23) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (24) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; ((25) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (26) ALL COMPUTER SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE; (27) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (31) PRODUCT REPAIRS WHICH SHOULD BE COVERED BY A MANUFACTURER'S WARRANTY; (28) PRODUCTS SOLD "AS-IS" INCLUDING BUT NOT LIMITED TO FLOOR MODELS (UNLESS COVERED BY A FULL MANUFACTURER'S WARRANTY OR STORE RETURN POLICY ON YOUR DATE OF PURCHASE) AND DEMONSTRATION MODELS; (29) SERVICE THAT OCCURS OUTSIDE OF THE DISTRICT OF COLUMBIA AND THE FIFTY (50) UNITED STATES OF AMERICA; AND (30) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION.

Transfer: This Plan may be transferred to a new owner. You may transfer by contacting Asurion at P.O. Box 1818, Sterling, VA 20167 or by calling the telephone number specified herein. Information provided by you must include the Plan number, date of transfer, new owner's name, complete address and telephone number.

Renewal: This Contract is not renewable.

Cancellation: You may cancel this Plan at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at P.O. Box 1818, Sterling VA 20167. You may cancel this Plan for any reason. In the event you cancel this Plan within thirty (30) days of receipt of this Plan, you shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after thirty (30) days of receipt of this Plan, you shall receive a pro rata refund of any amount paid based upon elapsed time less an administrative fee not to exceed ten percent (10%) of the price of this Plan or twenty-five dollars ($25), whichever is less, and less any claims that have been paid or repairs that have been made. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authority. If we or Asurion cancels this Plan, you shall receive a refund of 100% of the pro-rata unearned portion of the Plan price less any claims which have been paid. We or Asurion may not cancel this Plan without providing you with written notice at least thirty (30) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. In Alabama, Arkansas, California, Hawaii, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Jersey, New Mexico, New York, South Carolina, Texas, Washington, Wisconsin and Wyoming: If You cancel your Plan within thirty (30) days of receipt of your Plan and do not receive a refund or credit within thirty (30) days of receipt of the returned service contract, a ten percent (10%) penalty per month shall be applied to the refund.

Insurance: This is not a Plan of insurance. Except in the state of Washington, obligations of the Obligor under this Plan are insured under an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604. If you have filed a claim in writing under this Plan and the Obligor fails to pay or provide service within sixty (60) days of filing such a claim, or if the Obligor becomes insolvent or otherwise financially impaired, you may submit your claim in writing with a copy of this Plan and the sales receipt for the product to Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, Illinois 60604, Attention: Service Plan Claims, 1-800-209-6206. In WA: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor.

ARBITRATION AGREEMENT: Please read this Arbitration Agreement carefully. It affects your rights. Most of your concerns about this Contract or the Program can be addressed simply by contacting us at 1-866-856-3882. In the unlikely event we cannot resolve any disputes, including any claims under this Plan, that you or we may have, **YOU AND WE AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF THROUGH COURTS OF GENERAL JURISDICTION. YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE**

PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE OUR RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award.

For the purpose of this arbitration agreement, references to “we” and “us” include (1) the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Game Stop, Inc. and its wholly owned subsidiaries, affiliates, agents, employees, successors and assigns. This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of this Contract.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to the Program or to this Contract or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement or Contract was entered into by you and us or that arises after this Arbitration Agreement or Contract is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a member of a certified class. Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim (“Notice”) by certified mail. Your Notice to Us should be addressed to: Legal Department, 22660 Executive Drive, Suite 122, Sterling VA 20166. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within 30 days of receipt of the Notice, you or we may initiate an arbitration proceeding with the American Arbitration Association (“AAA”). You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.adr.org or by calling 1-800-778-7879. After we receive notice that you have commenced arbitration, we will reimburse you for payment of any filing fee to the AAA. If you are unable to pay a required filing fee, we will pay it if you send a written request by certified mail to: Legal Department: 22660 Executive Drive, Suite 122, Sterling VA 20166. The arbitration shall be administered by the AAA in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “Arbitration Rules”) in effect at the time the arbitration is initiated and as modified by this Arbitration Agreement. You can obtain a copy of the Arbitration Rules by visiting www.adr.org or by calling 1-800-778-7879.

The arbitrator appointed by the AAA to decide the dispute is bound by the terms of this Arbitration Agreement. All issues are for the arbitrator to decide, including the scope of this Arbitration Agreement, with the exception that issues relating to the enforceability of this Arbitration Agreement may be decided by a court. Unless you and we agree otherwise, any arbitration hearings will take place in the county or parish of your billing address. If your dispute is for $10,000 or less, you may choose to conduct the arbitration hearings either by submitting documents to the arbitrator or by appearing before the arbitrator in person or by telephone. If your dispute is for more than $10,000, the right to arbitration hearings will be determined by the Arbitration Rules. We will pay all filing, administration and arbitrator fees for any arbitration initiated pursuant to this Arbitration Agreement, unless your dispute is found by the arbitrator to have been frivolous or brought for an improper purpose under Federal Rule of Civil Procedure 11(b). In that case, the payment of such fees shall be governed by the Arbitration Rules.

At the conclusion of the arbitration hearings, the arbitrator shall issue a written decision which includes an explanation of the facts and law upon which the decision is based. If the arbitrator finds in your favor and issues a damages award that is greater than the value of the last settlement offer made by us or if we made no settlement offer and the arbitrator awards you any damages, we will: (1) pay you the amount of the damages award or $7,500, whichever is greater; and (2) pay your attorney, if any, twice the amount of the attorney's fees and the actual amount of any expenses reasonably incurred when pursuing your dispute in arbitration. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. The arbitrator may resolve any disputes regarding attorney's fees and expenses either during the arbitration hearings or, upon request, within 14 days of the arbitrator's written decision. While the right to

the attorney’s fees and expenses discussed above is in addition to any right you may have under applicable law, neither you nor your attorney may recover duplicate awards of attorney’s fees and expenses. Although we may have the right under applicable law to recover attorney’s fees and expenses from you if we prevail in the arbitration, we hereby waive the right to do so.
To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void.

State Variations:

The following state variations shall control if inconsistent with any other terms and conditions:

Alabama Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan, we shall refund to you the unearned portion of the full purchase price of the Plan including the unearned portion of any premium paid for any applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you.

Arizona Residents: 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 the Plan. 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 Residents: For all products other than home appliances and home electronic products, the Cancellation provision is amended as follows: If the Plan is cancelled: (a) within sixty (60) days of the receipt of this Plan, you shall receive a full refund of the price paid for the Plan provided no service has been performed, or (b) after sixty (60) days, you will receive a pro rata refund, less the cost of any service received.

Connecticut Residents: The expiration date of this Plan shall automatically be extended by the duration that the product is in our custody while 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, 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 Plan.

Florida Residents: 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. The rate charged for this Contract is not subject to regulation by the Florida Office of Insurance Regulation. The rate charged for this Plan is not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Residents: 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 Plan. 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. As stated in the Arbitration Agreement of this Plan, either party may bring an individual action in small claims court. The Arbitration Agreement Addendum does not preclude You from bringing issues to the attention of federal, state, or local agencies or entities of Your dispute. Such agencies or entities may be able to seek relief on Your behalf. You and We agree to waive the right to a trial by jury and to participate in class arbitrations and class actions. Nothing contained in the arbitration provision shall affect your right to file a direct claim under the terms of this Plan against Virginia Surety Company, Inc. pursuant to O.C.G.A. 33-7-6.

Illinois Residents: You may cancel this Plan for any reason at any time. If you cancel within thirty (30) days of contract purchase, and we have not paid a claim, you will receive a full refund, less a cancellation fee of $50.00 or 10% of the Plan price. If you cancel after thirty (30) days or any time 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 $50.00 or 10% of the Plan price.

Maine Residents: You may cancel this Plan within twenty (20) days of the receipt of this Plan if sent by mail or within ten (10) days if delivered at the point of sale. If no claim has been made under the Plan, the Plan is void and we shall refund to you the full purchase price of the Plan including any premium paid for the applicable insurance policy. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any, shall be refunded to you. If you cancel this Plan after twenty (20) days of receipt of this Plan if sent by mail or after ten (10) days if delivered at the point of sale, we shall refund to you the unearned pro rata premium, less any claims paid. An administrative fee not to exceed ten (10) percent of the premium fee by you may be charged by us. Any refund due to you will be credited to any outstanding balance of your account, and the excess, if any shall be refunded to you. In the event of cancellation by us, written notice to you will be provided at least 15 days prior to the cancellation and will contain the effective date of the cancellation and the reason for cancellation. If a Plan is cancelled by us, you will be refunded 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee paid by you may be charged by us.

Nevada Residents: The Arbitration Agreement provision of this Plan is deleted and does not apply. You are entitled to a “Free Look” period for this Plan. 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 ($25.00) or ten percent (10%) of the Plan fee, whichever is less. If we fail to pay the cancellation refund within 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. If this Plan is canceled by Us, no cancellation may become effective until at least 15 days after the notice of cancellation is mailed to you. 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 Plan, 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 no cancellation fee will be imposed and no deduction for claims paid will be applied.

New Hampshire Residents: Contact us at 1-800-994-7267 with, questions, concerns, or complaints about the program. In the event you do not receive satisfaction under this Plan, You may contact the State of New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301, telephone number: 1-603-271-2261.

New Mexico Residents: 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 Plan; (3) you engage in fraud or material misrepresentation in obtaining this Plan; (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 Plan; 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 Plan.

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

Oklahoma Residents: The "Cancellation" section is deleted and replaced by the following: you may cancel this contract at any time by surrendering it or providing written notice to the retailer at the address where you purchased this Plan. You may also cancel this Plan by surrendering it or providing written notice to Asurion at the address listed below. You may cancel this Plan for any reason. In the event you cancel this Plan within 30 days of receipt of the Plan, You shall receive a full refund of any payments made by you under this Plan. In the event you cancel this Plan after 30 days of receipt of this Contract, You shall receive a refund based upon 100% of the unearned pro-rata premium less an administrative fee not to exceed 10% of the unearned pro-rata premium or $25, whichever is less, and less the cost of claims paid. We or Asurion may not cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by any regulatory authorization. If we or Asurion cancel this Plan, you shall receive a refund of 100% of the unearned pro-rata premium. We or Asurion may not cancel this Plan without providing you with written notice at least thirty days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. The following sentence is added to this contract: Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in this Plan. The ”What Is Not Covered” section is amended as follows: **(5) THIRD PARTY ACTIONS, FIRE, COLLISION, VANDALISM, AND THEFT; and (20) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT, BATTERIES, VIDEO CASSETTES, DVDS AND COMPACT DISCS.**

Oregon Residents: The Arbitration Agreement provision of this Plan is amended to add the following: **Any award rendered in accordance with this Plan’s Arbitration Agreement shall be a nonbinding award against you**, provided that you reject the arbitration decision in writing to us within forty-five (45) days of the arbitrator’s award. Under no circumstances shall a legal proceeding be filed in a federal, state or local court until such time as both you and we obtain an arbitration award pursuant to this Arbitration Agreement. This Arbitration Agreement does not require you to waive your right to a jury trial in any individual legal proceeding you may file. Any arbitration occurring under this Plan shall be administered in accordance with the Arbitration Rules unless any procedural requirement of the Arbitration Rules is inconsistent with the Oregon Uniform Arbitration Act in which case the Oregon Uniform Arbitration Act shall control as to such procedural requirement.

South Carolina Residents: To prevent any further damage, please refer to the owner’s manual. In the event the service Plan provider does not provide covered service within sixty (60) days of proof of loss by the Plan holder, the Plan holder is 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, they may contact the SC Department of Insurance, P.O. Box 100105, Columbia, SC 29202-3105, (800) 768-3467.

Texas Residents: If you purchased this Plan in Texas, unresolved complaints concerning a provider or questions concerning the registration of a service Plan provider may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number (512) 463-6599 or (800) 803-9202. You may apply for reimbursement directly to the insurer if a refund or credit is not paid before the forty-sixth (46th) day after the date on which the Plan is returned to the provider. Texas license number: 116.

Utah Residents: NOTICE. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled due to unauthorized repair which results in a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed. Failure to notify within the prescribed time will not invalidate the claim if you can show that notification was not

reasonably possible. If we cancel this contract due to fraud or material misrepresentation, you will be notified thirty (30) days prior to cancellation. If we cancel this Plan due to nonpayment, you will be notified ten (10) days prior to Plan cancellation.

WASHINGTON RESIDENTS: Obligations of the Obligor under this Plan are backed by the full faith and credit of the Obligor. The Arbitration Agreement Section is amended to provide that any binding arbitration will be held at a location closest to your permanent residence.

Wisconsin Residents: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If we become insolvent or otherwise financially impaired, you may file a claim directly with Virginia Surety Company, Inc. for reimbursement, payment, or provision of the service. The Arbitration Agreement provision of this Contract is amended as follows: **(1) TO RESOLVE DISPUTES, YOU MAY CHOOSE EITHER BINDING ARBITRATION, PURSUANT TO THE ARBITRATION AGREEMENT PROVISION OF THIS CONTRACT, OR SMALL CLAIMS COURT. BY AGREEING TO THIS CONTRACT, YOU AND WE WAIVE THE RIGHT TO HAVE DISPUTES RESOLVED THROUGH COURTS OF GENERAL JURISDICTION, THE RIGHT TO TRIAL BY JURY, AND TO PARTICPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS;** and (2) the sentence “This Contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.” is deleted in its entirety.

Wyoming Residents: This Plan will be considered void and we will refund you the full purchase price of the Plan or credit your account if you have not made a claim under this Plan and you have returned the Plan to us a) within 20 days after the date we have mailed the Plan to you, b) within 10 days after you have received the Plan if the Plan was furnished to you at the time the Plan was purchased, or c) within a longer time period if specified in the Plan. The right to void the Plan provided in this subsection applies only to the original Plan purchaser and is not transferable. If we cancel this Plan for reasons other than nonpayment, a material misrepresentation made by you to us or because of a substantial breach of duties by you relating to the product or its use, we will mail a written notice to you at least ten (10) days prior to cancellation. The notice of cancellation shall state the effective date of cancellation and the reason for cancellation. In the event covered service is not provided by us within sixty (60) days of proof of loss by you, you are entitled to apply directly to the reimbursement insurance company. The Arbitration Agreement provision in this Plan is replaced with the following: “If there are disputes between You and Us that are not resolved by negotiations, You and We may in a separate written agreement voluntarily consent to arbitration. Any arbitration proceedings shall be conducted within the state of Wyoming.” For the purpose of this Arbitration Agreement, references to “We”, “Us” and “Our” include the Plan Obligor and Administrator, as defined above, and their respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns; and (2) Game Stop, Inc.

To obtain a large-type copy of the terms and conditions of this Contract, please call 1-800-319-8513.

Administered by: Asurion P.O. Box 1340 • Sterling, VA 20167-8434 • (800) 319-8513 ©2014 Asurion, LLC. All rights reserved.

Términos y Condiciones (Puerto Rico- Version en Español)

Proveedor de contrato de servicio: Asurion Consumer Solutions of Puerto Rico, Inc. (ACSPR) es el Proveedor de contrato de servicio. NEWCPCPR puede ser contactado en 300 S. Wacker Drive, Suite 1350, Chicago, IL 60606, teléfono 866-856-3882.

Definiciones: (1) las palabras “nosotros”, “nos” y “nuestro” se refieren a la compañía obligada en virtud de este Contrato, como se indica en la sección Proveedor de contrato de servicio citada anteriormente, (2) “establecimiento” y “Gamestop” se refieren al vendedor del Contrato; (3) “ avería” se refiere a la falla mecánica o eléctrica de los productos causada por a) defectos de los materiales y/o mano de obra, b) desgaste normal, c) polvo, calor o humedad, y d) aumentos súbitos de la intensidad del voltaje e) los daños involuntarios y accidentales ocasionados por el manejo (“ADH”) y como resultado del uso norma; (4) “producto” se refiere a los artículos de consumo de juego que usted compró al mismo tiempo que este Contrato y que están cubiertos por él; (5) "productos reacondicionados" se refiere a los artículos que usted compró al mismo tiempo que este Contrato y que están cubiertos por él, y que han sido reparados por el fabricante o por el centro de servicio autorizado por el fabricante para cumplir con las especificaciones del fabricante; (6) “usted”, “su” y “tenedor del contrato de servicio” hacen referencia a: la persona que compró el producto y el Contrato o la persona a la que se le transfirió el Contrato de acuerdo con estos términos y condiciones.

Instrucciones: usted debe conservar este Contrato y su recibo de compra, ya que se le puede solicitar que los presente para obtener el servicio. Este Contrato, incluidos los términos, condiciones, limitaciones, excepciones y exclusiones, y el recibo de compra constituyen el acuerdo completo.

Para obtener servicio: llame a ACSPR las 24 horas del día, los siete días de la semana, al **1-800-319-8513** para ser referido al centro de servicio autorizado de la tienda más cercana. Tenga su recibo a mano y esté preparado para indicarnos qué producto necesita servicio y la naturaleza del problema. Se le entregará un número de autorización y las instrucciones para llevar el producto defectuoso y su recibo de compra a la tienda de Gamestop más cercana para realizar el cambio. El producto será inspeccionado por el establecimiento y si cumple con los requisitos para su reemplazo, se le entregará un producto de la misma clase y calidad y que tenga las especificaciones de fábrica del producto original. Una vez que se reemplace el producto, este Contrato se considera cumplido. Si se descubre que el producto no está defectuoso, le será devuelto. Debe llamar a ACSPR antes de recibir el servicio; todos los reemplazos deben ser previamente autorizados. No le reembolsaremos el costo de los trabajos realizados por proveedores de servicio no autorizados u otros. Puede que no estén cubiertos los reemplazos no autorizados. Para su comodidad, se ofrece asistencia en idioma extranjero.

Cobertura:

Planes de reemplazo: este Contrato cubre el costo de reemplazo de su producto en el caso de que experimente una avería. Le reemplazaremos el producto por otro producto de reemplazo o le reembolsaremos hasta el precio de compra original del producto por medio de un cheque.

Planes de reparación: este Contrato cubre el costo de las partes y de mano de obra para la reparación o el reemplazo de su producto en el caso de que experimente una avería que no esté cubierta por ninguna póliza de seguro o cualquier otro contrato de servicio o garantía. Si determinamos que no podemos reparar su producto conforme se especifica en este Contrato, podemos reemplazarlo con un producto de reemplazo o podemos, a nuestra discreción, expedir una tarjeta regalo o cheque por el precio de compra original de dicho producto, incluido el impuesto sobre ventas, según se detalla en su recibo de compra. Para la reparación del producto podrán utilizarse partes que no sean del fabricante original.

Planes de reparación de Tablet: este Contrato cubre el costo de las partes y de mano de obra para la reparación o el reemplazo de su producto en el caso de que experimente una avería que no esté cubierta por ninguna póliza de seguro o cualquier otro contrato de servicio o garantía. Si determinamos que no podemos reparar su producto conforme se especifica en este Contrato, podemos reemplazarlo con un producto de reemplazo o podemos, a nuestra discreción, expedir una

tarjeta regalo o cheque por el precio de compra original de dicho producto, incluido el impuesto sobre ventas, según se detalla en su recibo de compra. Para la reparación del producto podrán utilizarse partes que no sean del fabricante original .

Plazo de la cobertura:

Planes de reemplazo: su plazo de cobertura comienza a partir de la fecha de compra y continúa durante el período indicado en su recibo de compra. Excepto en el caso del aumento súbito de la intensidad de voltaje, que comienza el día de la compra del producto cubierto, la cobertura entra en vigor a partir del vencimiento de la garantía del fabricante. Para los productos reacondicionados, la cobertura entra en vigor a partir del vencimiento de la política de devolución de la tienda de noventa (90) días.

Planes de reparación: su plazo de cobertura comienza a partir de la fecha de compra y continúa durante el período indicado en su recibo de compra. Excepto en el caso del aumento súbito de la intensidad de voltaje, que comienza el día de la compra del producto cubierto, la cobertura entra en vigor a partir del vencimiento de la garantía del fabricante.

Planes de reparación de Tablet: el plazo comienza a partir de la fecha de compra y continúa durante dos (2) años. La cobertura por daño accidental y manejo (Accidental Damage from Handling, ADH) y en caso del aumento súbito de la intensidad de voltaje comienza a partir de la fecha de compra; el resto de las coberturas entran en vigor a partir del vencimiento de la garantía del fabricante. Este Contrato incluye la garantía del fabricante; no la reemplaza, pero garantiza ciertos beneficios adicionales durante la vigencia de la garantía del fabricante. A partir del vencimiento de la garantía del fabricante, el Contrato continúa garantizando algunos de los beneficios del fabricante además de otros adicionales enumerados en los términos y condiciones del Contrato. En el caso de que usted reciba un producto de reemplazo, un cheque o una tarjeta regalo por el precio de compra original de su producto, incluido el impuesto sobre ventas, según se detalla en su recibo de compra, cumpliremos con todas nuestras obligaciones según lo dispuesto en este Contrato.

Límite de responsabilidad legal: para cada una de las reclamaciones, el límite de responsabilidad legal en virtud de este Contrato es el costo menor de (1) el total de las reparaciones autorizadas realizadas, hasta el precio de compra pagado por el producto cubierto, (2) el reemplazo por un producto de características similares, (3) el reembolso de las reparaciones autorizadas o el reemplazo de su producto hasta el precio de compra pagado por el producto cubierto, o (4) el precio que usted pagó por el producto. En el caso de que el total de las reparaciones autorizadas supere el precio de compra pagado por el producto, le reemplacemos el producto por otro con características similares, o le reembolsemos el precio de compra del producto. Habremos cumplido con todas las obligaciones contraídas en virtud del presente Contrato.

Sin deducibles: no se aplican deducibles al Contrato.

Productos de reemplazo: podemos reemplazar su producto por uno **NUEVO, REMANUFACTURADO O POR UN PRODUCTO DE TIPO Y CALIDAD SIMILARES QUE REALICE LAS ESPECIFICACIONES DE FÁBRICA DEL PRODUCTO ORIGINAL.**

EXCLUSIONES DE LA COBERTURA: (1) DAÑOS INCIDENTALES O CONSECUENCIALES, CUALQUIER RETRASO EN LA PRESTACIÓN DEL SERVICIO EN VIRTUD DE ESTE CONTRATO, PÉRDIDA DE INFORMACIÓN, O; (2) TODAS Y CADA UNA DE LAS CONDICIONES PREEXISTENTES QUE SE PRODUZCAN ANTES DE LA FECHA DE ENTRADA EN VIGENCIA DE ESTE CONTRATO; (3) DAÑO COMO CONSECUENCIA DE UN ACCIDENTE, ABUSO, USO INDEBIDO, INTRODUCCIÓN DE OBJETOS EXTRAÑOS EN EL PRODUCTO, MODIFICACIONES O ALTERACIONES NO AUTORIZADAS DEL PRODUCTO; (4) NO CUMPLIR CON LAS INSTRUCCIONES DEL FABRICANTE; (5) ACCIONES DE TERCEROS (FUEGO, COLISIÓN, VANDALISMO, ROBO, ETC.); (6) PÉRDIDA O DAÑO DEBIDO A LOS ELEMENTOS O CAUSAS DE FUERZA MAYOR; (7) DAÑO A CAUSA DE GUERRA, INVASIÓN O ACTO DE ENEMIGO EXTRANJERO, HOSTILIDADES, GUERRA CIVIL, REBELIÓN, AMOTINAMIENTO, HUELGA, DISTURBIOS PATRONALES O CONMOCIÓN CIVIL; (8) DAÑO CAUSADO POR BATERÍAS DEFECTUOSAS O POR EL REEMPLAZO DE BATERÍAS DEFECTUOSAS, CON EXCEPCIÓN DEL DAÑO MANIFESTADO POR AUMENTOS SÚBITOS DE LA INTENSIDAD DE VOLTAJE ; (9) DAÑO CUBIERTO POR OTRO TIPO DE GARANTÍA O CONTRATO DE SERVICIO; (10) MANTENIMIENTO PREVENTIVO; (11) DAÑO QUE NO SE INFORME DENTRO DE LOS TREINTA (30) DÍAS DESPUÉS

DEL VENCIMIENTO DE ESTE CONTRATO; (12) REVISIONES PERIÓDICAS Y/O MANTENIMIENTO ESTABLECIDOS POR EL FABRICANTE; (13) CUALQUIER PÉRDIDA QUE NO SEA UNA AVERÍA CUBIERTA DEL PRODUCTO; (14) PRODUCTOS NO CUBIERTOS ORIGINALMENTE POR UNA GARANTÍA DEL FABRICANTE; (15) PARTES NO FUNCIONALES O ESTÉTICAS COMO, POR EJEMPLO, PARTES PLÁSTICAS O PERILLAS; (16) REEMPLAZO NO AUTORIZADO; (17) CUALQUIER FALLO O COSTOS DE PIEZAS EN QUE SE INCURRA CUANDO EL FABRICANTE SE HA DECLARADO RESPONSABLE Y HA RETIRADO DEL MERCADO EL PRODUCTO; (18) ACCESORIOS UTILIZADOS JUNTO CON UN PRODUCTO CUBIERTO; (19) DAÑO, DEFORMACIÓN U OXIDADO DE CUALQUIER TIPO EN LA CUBIERTA, CAJA O ARMAZÓN DEL PRODUCTO O DE CUALQUIER PARTE NO OPERATIVA; (20) PARTES NORMALMENTE DISEÑADAS PARA SER REEMPLAZADAS PERIÓDICAMENTE POR USTED O CONSUMIDAS DURANTE LA VIDA ÚTIL DEL PRODUCTO (POR EJ., BATERÍAS, VIDEOCASETES, DVD Y DISCOS COMPACTOS, ETC.); (21) DAÑO SUFRIDO DURANTE EL TRANSPORTE; (22) PÉRDIDA O DAÑO COMO CONSECUENCIA DE LA FALTA DE PRESTACIÓN DEL SERVICIO DE MANTENIMIENTO RECOMENDADO POR PARTE DEL FABRICANTE; (23) INSTALACIÓN INCORRECTA DE LOS COMPONENTES O PERIFÉRICOS; (24) FÓSFORO QUEMADO EN LOS TUBOS DE RAYOS CATÓDICOS O EN CUALQUIER OTRO TIPO DE PANTALLA; (25) CUALQUIER DAÑO CAUSADO POR UN VIRUS DE COMPUTADORA; (26) CUALQUIER DAÑO A UN MEDIO DE GRABACIÓN, INCLUIDO CUALQUIER PROGRAMA DE SOFTWARE, DATOS O INFORMACIÓN DE CONFIGURACIÓN/INSTALACIÓN QUE SE ENCUENTRA EN CUALQUIER DISPOSITIVO DE ALMACENAMIENTO COMO UN DISCO DURO, DISCO COMPACTO, DISCO DE DVD, DISQUETES BLANDOS, DISCOS DE CINTA O SISTEMAS DE ALMACENAMIENTO EN CINTA, COMO RESULTADO DEL MALFUNCIONAMIENTO O DAÑO DE UNA PARTE OPERATIVA O NO OPERATIVA O COMO RESULTADO DE CUALQUIER REEMPLAZO EN VIRTUD DE ESTE CONTRATO; (27) PRODUCTOS CON NÚMEROS DE SERIE ELIMINADOS O ALTERADOS; (28) TODO TIPO DE SOFTWARE, INCLUIDO SOFTWARE PERSONALIZADO O DE PROPIEDAD EXCLUSIVA Y AQUELLOS ERRORES DEL SOFTWARE QUE CONFIRMAN EL FUNCIONAMIENTO INADECUADO O UN SOFTWARE DEFECTUOSO; (29) PÉRDIDA O CORRUPCIÓN DE INFORMACIÓN Y/O LA RESTAURACIÓN DE SOFTWARE Y SISTEMAS OPERATIVOS; (30) REPARACIONES DE PRODUCTOS QUE DEBERÍAN ESTAR CUBIERTAS POR LA GARANTÍA DEL FABRICANTE; Y (31) SERVICIO O REEMPLAZO FUERA DE PUERTO RICO A MENOS QUE SEA EXPRESAMENTE AUTORIZADO POR ACSPR.

Transferencia: el Contrato se puede transferir a un dueño posterior del producto sin cargo adicional. No existen restricciones, siempre y cuando su Plan sea válido. Para transferir el contrato, llame al 1-800-319-8513 o escriba a PO Box 1818, Sterling, VA 20167-1818. La información que usted proporcione debe incluir la fecha de transferencia, el nombre, la dirección completa y el número de teléfono del nuevo dueño.

Renovación: este contrato no es renovable.

Cancelación: cancelaremos el Contrato en caso de fraude o tergiversación, incluidos, entre otros, el uso comercial y de alquiler. La reparación o reemplazo no autorizados del producto puede resultar en la cancelación de este Contrato por parte nuestra. En caso de cancelación por parte nuestra, se le enviará un aviso por escrito por correo con una anticipación no menor de sesenta días (60) antes de que la cancelación se haga efectiva. Usted puede cancelar el Contrato en cualquier momento y por cualquier motivo enviándonos por correo u otro medio un aviso de cancelación a la dirección que figura más adelante. Si se cancela el Contrato: (a) en el término de treinta (30) días de la recepción de este Plan, se le reembolsará el precio pagado por el Plan en su totalidad, siempre y cuando no se haya realizado ningún servicio, o (b) una vez transcurridos treinta (30) días de la recepción de este Plan, usted recibirá un reembolso prorrateado, del cual se descontará el costo de cualquier servicio recibido.

En el caso de un Contrato que le proporcione cobertura desde la fecha de la compra del producto, si el Contrato se cancela antes del vencimiento de la garantía del fabricante y el monto prorrateado de la compensación ganada excede los sesenta y cinco dólares ($65.00) multiplicado por cada año que el Contrato ha estado en vigencia antes del vencimiento de la garantía del fabricante, el producto de este monto será retenido como el mínimo de compensación. Si el monto prorrateado de la compensación ganada es menor que el del producto, el monto prorrateado de la compensación ganada será retenido.

Si no le otorgamos algún reembolso o crédito como lo requiere esta sección dentro de los treinta (30) posteriores a la fecha en la que nos envíe su aviso de cancelación por correo, usted tendrá derecho a recibir una penalidad mensual equivalente al diez por ciento (10 %) del monto del reembolso o crédito, además del monto del reembolso o crédito.

No se aplican cargos de cancelación a este Contrato.

Envíe el pedido de cancelación por correo junto con el Contrato y todos los recibos originales a:

ACSPR Attn: Cancellation Department P.O. Box 1818 Sterling, VA 20167

Seguro: las obligaciones del Proveedor en virtud del presente Contrato están garantizadas por una póliza de seguro de reembolso. El Contrato está garantizado por una póliza de seguro emitida por Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604 1-800-209-6206. Si el Proveedor no paga o presta el servicio solicitado dentro de los sesenta (60) días después de haber sido notificado de una reclamación o de un servicio solicitado, el tenedor del contrato de servicio tendrá derecho a presentar una reclamación directamente contra el asegurador. La reclamación puede enviarse a Virginia Surety Company, Inc., en 175 West Jackson Blvd., Chicago, Illinois 60604 o llamando al 1-800-209-6206.

Para obtener una copia en letra grande de los términos y las condiciones de este Contrato, llame al 1-800-319-8513.

Administrado por: ACSPR P.O. Box 1340 • Sterling, VA 20167-8434 • (800) 319-8513 ©2014 Asurion LLC. All rights reserved.

Terms and Conditions (Puerto Rico - English Version)

Provider: NAsurion Consumer Solutions of Puerto Rico, Inc. (ACSPR) is the Provider. NEWCPCPR can be contacted at 300 S. Wacker Drive, Suite 1350, Chicago, IL 60606, telephone 866-856-3882.

Definitions: (1) “we”, “us”, and “our”: the company obligated under the Contract, as referenced in the Provider section above; (2) “retailer” and “Gamestop”: the seller of the Contract; (3) “breakdown”: the mechanical or electrical failure of the product caused by a) defects in materials/and or workmanship, b) normal wear and tear, c) dust, heat, or humidity, d) power surges and For Tablets only: e) damage caused by unintentional and accidental damage from handling (“ADH”) as a result of normal use; (4) "product": the item(s) which You purchased concurrently with and is covered by this Contract; (5) “refurbished product”: the item(s) which you purchased concurrently with and is covered by this Contract which have been repaired by the manufacturer or manufacturer authorized service center to meet manufacturer specifications; (6) “you”, “your”, and “service contract holder”: the individual who purchased the product and the Contract or the individual to whom the Contract was transferred to as per these terms and conditions.

Instructions: usted debe conservar este Contrato y su recibo de compra, ya que se le puede solicitar que los presente para obtener el servicio. Este Contrato, incluidos los términos, condiciones, limitaciones, excepciones y exclusiones, y el recibo de compra constituyen el acuerdo completo.

To Obtain Service: Call ACSPR 24 hours a day, seven days a week, at 1-800-319-8513 for referral to the nearest store location authorized service center. Please have your receipt handy and be prepared to tell us which product needs service and the nature of the problem. You will be provided with an authorization number and instructed to bring the defective product and your sales receipt to the nearest Gamestop store location for exchange. The product will be inspected by the retailer and if it qualifies for replacement, a product of like kind and quality that performs to the factory specifications of the original product will be provided to you. Once the product has been replaced, this Contract is considered fulfilled. If the product is found to be non-defective, it will be returned to you. You must call ACSPR prior to having service; all replacements must be authorized in advance. We will not reimburse you for work done by unauthorized servicers or others. Unauthorized replacements may not be covered. Foreign language assistance is available for your convenience.

What is Covered:

For Replacement Plans: This Contract covers the cost to replace your product in the event that it experiences a breakdown. We will replace the product with a replacement product or reimburse you up to the original purchase price of the Product in the form of a check.

For Repair Plans: This Contract covers parts and labor costs to repair or replace your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract or warranty. If we determine that we cannot service your product as specified in this Contract, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the original purchase price of that product, including sales tax, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product.

For Tablet Repair Plans: This Contract covers parts and labor costs to repair or replace your product in the event your product experiences a breakdown which is not concurrently covered under any insurance policy or any other service contract or warranty. If we determine that we cannot service your product as specified in this Contract, we may replace it with a replacement product or we may at our discretion issue you a gift card or check for the original purchase price of that product, including sales tax, as indicated on your sales receipt. Non-original manufacturer's parts may be used for repair of the product.

Term of Coverage:

For Replacement Plans: Your term of coverage begins upon Your date of purchase and continues for the period indicated on Your sales receipt. Except for power surge which begins on the date You purchase Your Covered Product, coverage is effective upon expiration of the manufacturer's warranty. For refurbished products, coverage is effective upon expiration of the store return policy of ninety (90) days.

For Repair Plans: Your term of coverage begins upon Your date of purchase and continues for the period indicated on Your sales receipt. Except for power surge which begins on the date You purchase Your Covered Product, coverage is effective upon expiration of the manufacturer's warranty.

For Tablet Repair Plans: The term begins on your date of purchase and continues for a period of two (2) years. ADH and power surge coverage begins on your date of purchase; all other coverage begins upon the expiration of the manufacturer's warranty. This Contract is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, the Contract continues to provide some of the manufacturer's benefits as well as certain additional benefits listed within the Contract's terms and conditions. In the event that we provide you with a replacement product, or a check or gift card for the original purchase price of your product, including sales tax, as indicated on your sales receipt, we shall have satisfied all of our obligations under this Contract.

Limit of Liability: For any single claim, the limit of liability under this Contract shall be the least of the cost of (1) the total of authorized repairs performed, up to the purchase price paid for the covered Product, (2) replacement with a product with similar features, (3) reimbursement for authorized repairs or replacement up to the purchase price paid for the covered Product, or (4) the price that You paid for the Product. In the event that the total of all authorized repairs exceeds the purchase price paid for the Product, We replace the Product with another with similar features, or We reimburse You for the purchase price paid for the Product, We shall have satisfied all obligations owed under this Contract.

No Deductibles: No deductibles apply to the Contract.

Replacement Products: We may replace your product with a **NEW, REMANUFACTURED, OR A PRODUCT OF LIKE KIND AND QUALITY THAT PERFORMS TO THE FACTORY SPECIFICATIONS OF THE ORIGINAL PRODUCT.**

WHAT IS NOT COVERED: (1) INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY DELAY IN RENDERING SERVICE UNDER THIS CONTRACT, LOSS OF DATA, OR ; (2) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (3) DAMAGE FROM ACCIDENT (UNLESS YOU PURCHASED A CONTRACT FOR A TABLET) , ABUSE, MISUSE, INTRODUCTION OF FOREIGN OBJECTS INTO THE PRODUCT, UNAUTHORIZED PRODUCT MODIFICATIONS OR ALTERATIONS; (4) FAILURE TO FOLLOW THE MANUFACTURER'S INSTRUCTIONS; (5) THIRD PARTY ACTIONS (FIRE, COLLISION, VANDALISM, THEFT, ETC.); (6) THE ELEMENTS OR ACTS OF GOD; (7) WAR, INVASION OR ACT OF FOREIGN ENEMY, HOSTILITIES, CIVIL WAR, REBELLION, RIOT, STRIKE, LABOR DISTURBANCE, LOCKOUT OR CIVIL COMMOTION; (8) DAMAGE CAUSED BY DEFECTIVE BATTERIES OR REPLACEMENT OF DEFECTIVE BATTERIES, WITH THE EXCEPTION OF DAMAGE MANIFESTING FROM POWER SURGES; (9) DAMAGE COVERED BY ANY OTHER WARRANTY OR SERVICE CONTRACT; (10) PREVENTATIVE MAINTENANCE; (11) DAMAGE WHICH IS NOT REPORTED WITHIN THIRTY (30) DAYS AFTER EXPIRATION OF THIS CONTRACT; (12) PERIODIC CHECKUPS AND/OR MAINTENANCE AS DIRECTED BY THE MANUFACTURER; (13) ANY LOSS OTHER THAN A COVERED BREAKDOWN OF THE PRODUCT; (14) PRODUCTS NOT ORIGINALLY COVERED BY A MANUFACTURER'S WARRANTY OR STORE RETURN POLICY; (15) NON-FUNCTIONAL OR AESTHETIC PARTS INCLUDING BUT NOT LIMITED TO PLASTIC PARTS OR KNOBS; (16) UNAUTHORIZED REPLACEMENT; (17) PARTS FAILURE DUE TO A MANUFACTURER RECALL REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH FAILURES; (18) ACCESSORIES USED IN CONJUNCTION WITH A COVERED PRODUCT; (19) DAMAGE, WARPING OR RUSTING OF ANY KIND TO THE HOUSING, CASE OR FRAME OF THE PRODUCT OR ANY NON-OPERATING PART; (20) PARTS NORMALLY DESIGNATED TO BE REPLACED PERIODICALLY BY YOU OR CONSUMED DURING THE LIFE OF THE PRODUCT (I.E., BATTERIES, VIDEO CASSETTES, DVDS AND COMPACT DISCS, ETC.); (21) DAMAGE INCURRED DURING TRANSPORTATION; (22) LOSS OR DAMAGE RESULTING FROM THE FAILURE TO PROVIDE MANUFACTURER'S RECOMMENDED MAINTENANCE; (23) IMPROPER INSTALLATION OF COMPONENTS OR PERIPHERALS; (24) BURNED-IN PHOSPHOR IN CATHODE RAY TUBES OR ANY OTHER TYPE OF DISPLAY; (25) ANY DAMAGE CAUSED BY A COMPUTER VIRUS; (26) ANY DAMAGE TO RECORDING MEDIA, INCLUDING ANY SOFTWARE PROGRAMS, DATA, OR CONFIGURATION/SETUP INFORMATION RESIDENT ON ANY MASS STORAGE DEVICES SUCH AS HARD DRIVES, CD-ROM DRIVES, DVD DRIVES, FLOPPY DISKETTES, TAPE DRIVES OR TAPE BACKUP SYSTEMS, AS A RESULT OF THE MALFUNCTIONING OR DAMAGE OF AN OPERATING OR NON-OPERATING PART, OR AS A RESULT OF ANY REPLACEMENT UNDER THIS CONTRACT; (27) PRODUCTS WITH REMOVED OR ALTERED SERIAL NUMBERS; (28) ALL COMPUTER SOFTWARE, INCLUDING CUSTOMIZED OR PROPRIETARY SOFTWARE, AND THOSE SOFTWARE ERRORS THAT CONFIRM IMPROPERLY FUNCTIONING OR DEFECTIVE SOFTWARE; (29) LOSS OR CORRUPTION OF DATA AND/OR THE RESTORATION OF SOFTWARE AND OPERATING SYSTEMS; (30) PRODUCT REPAIRS WHICH SHOULD BE COVERED BY A MANUFACTURER'S WARRANTY; AND (31) SERVICE OR REPLACEMENT OUTSIDE OF PUERTO RICO UNLESS EXPRESSLY AUTHORIZED BY ACSPR.

Transfer: The Contract may be transferred to a subsequent owner of the product at no additional charge. There are no restrictions provided your Plan is valid. To transfer, call **1-800-319-8513** or write to PO Box 1818, Sterling, VA 20167-1818. Information provided by you must include the date of transfer, new owner's name, complete address and telephone number.

Renewal: This Contract is not renewable.

Cancellation: This Contract shall be cancelled by us for your fraud or material misrepresentation, including but not limited to commercial or rental use. Unauthorized repair or replacement of the product may result in the cancellation of this Contract 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 Contract can be cancelled by you at any time for any reason by mailing or delivering to us notice of cancellation at the address below. If the Contract is cancelled: (a) within thirty (30) days of the receipt of this 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 of the receipt of this Plan, you will receive a pro rata refund, less the cost of any service received.

For a Contract that provides for coverage from the date of purchase of the product, if the Contract is cancelled before the expiration of the manufacturer's warranty and the pro-rated amount of premium earned exceeds sixty-five dollars ($65.00) multiplied by each year that the Contract has been in effect prior to the expiration of the manufacturer's warranty, the product

of this amount shall be retained as the minimum premium. If the pro-rated amount of premium earned is less than the product, the pro-rated amount of premium earned shall be retained.

If we fail to pay any reimbursement or credit to you as required by this section within thirty (30) days following the date you mail the cancellation notice to us, you will be entitled to a monthly penalty equal to ten percent (10%) of the reimbursement or credit amount in addition to the reimbursement or credit amount.

No cancellation fee applies to this Contract.

Mail cancellation request along with the Contract and all original receipts to:

ACSPR Attn: Cancellation Department P.O. Box 1818 Sterling, VA 20167

Insurance: Obligations of the Provider under the Contract are guaranteed under a reimbursement insurance policy. The Contract is secured by an insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago IL 60604 1-800-209-6206. If the Provider does not pay or provide a requested service within sixty (60) days after having been notified of a claim or requested service, the service contract holder shall have the right to present a claim directly against the Insurer. The claim can be submitted to Virginia Surety Company, Inc. at 175 West Jackson Blvd., Chicago, Illinois 60604 or by calling 1-800-209-6206.

To obtain a large-type copy of the terms and conditions of this Contract, please call 1-800-319-8513.

Administered by: ACSPR P.O. Box 1340 • Sterling, VA 20167-8434 • (800) 319-8513 ©2014 Asurion LLC. All rights reserved.