

**EXTENDED SERVICE PLAN**  
United States Only

Original Buyer: \_\_\_\_\_ Product Serial # : \_\_\_\_\_  
Effective Date: \_\_\_\_\_ Plan #: \_\_\_\_\_  
*(Effective Date must be the date when the Product's limited warranty expires.)*  
Expiration Date: \_\_\_\_\_ Price: \$ \_\_\_\_\_

**FOR TOP-QUALITY Xbox SERVICE, JUST CALL 1-800-4MY-XBOX or (800) 469-9269.**

As used in this Plan, "We" means Microsoft Corporation. "You" means the original buyer of this Plan.

**SECTION 1. Coverage**

(a) **Term.** Coverage under this Plan begins on the Effective Date and ends on the Expiration Date (the "Coverage Period").

(b) **Scope.** This Plan covers Your Product's failure or malfunction during the Coverage Period under ordinary consumer use in normal home conditions according to the instruction manual packaged with the Product.

(c) **Product Covered.** The covered "Product" under this Plan means Your Microsoft product listed above that is a KINECT Sensor purchased from an authorized retailer. This Plan does not cover any Product accessories or other hardware or software. Please refer to the manufacturers' warranties for the terms and conditions applicable to any of those.

**SECTION 2. How To Get Service**

(a) Before starting the service process, please use the troubleshooting tips at <http://www.xbox.com/en-US>.

(b) If the troubleshooting tips don't resolve Your problem, then follow the online process at <http://support.xbox.com/en-us/Pages/default.aspx#>. If You do not have access to the Internet, You can call 1-800-4MY-XBOX or (800) 469-9269.

(c) Be sure to keep a copy of Your proof of purchase.

(d) **Do not include any accessories or other items** when You send a Product to Us for service.

**SECTION 3. Our Responsibility**

(a) After You return Your Product to Us, We will inspect it.

(b) If We determine that Your Product malfunctioned as described in Section 1(b), then We will (at Our sole option) repair or replace it. We will do this without charge to You for the costs of parts and labor resulting from that malfunction. Repair may use new or refurbished parts. Replacement may be with a refurbished unit or a functionally equivalent Product.

(c) We may provide services under this Plan or have a Microsoft-authorized servicer do so (at Our sole discretion).

(d) If Your Product malfunctions after the Coverage Period expires, there is no coverage of any kind under this Plan. After the Coverage Period expires, You may be charged a fee for Our efforts to diagnose any problems with Your Product.

**SECTION 4. Exclusions And Limitations**

(a) **General Exclusions.** We are not responsible and this Plan does not apply if Your Product is:

- (i) used with products not sold or licensed by Us (including "pirated" games and accessories not manufactured or licensed by Us);
- (ii) used for commercial purposes (including rental, pay-per-play, etc.);
- (iii) opened, modified, or tampered with (including any attempt to defeat any KINECT Sensor technical limitation or other security or anti-piracy mechanism), or its serial number is altered or removed;
- (iv) damaged by any external cause (including, for example, by being dropped, used with inadequate ventilation, etc., or failure to follow instructions in the instruction manual for the Product);
- (v) repaired by anyone other than Us;
- (vi) Yours after having been sold as used, refurbished, or reconditioned; or

(vii) damaged by fire, water, windstorm, hail, lightning, earthquake, or other Acts of God, or power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, theft, riot, any internal damage as a result of intrusion of any liquid into the device, or other causes unrelated to defective materials or workmanship or any other external perils whatsoever.

**(b) Other Exclusions.** We are not responsible for, and this Plan does not apply to, any cosmetic damage (including scratches and cracks to LCDs, cabinets or casings).

**(c) Limitations.**

(i) If We repair or replace Your Product, You will still receive coverage under the remaining Coverage Period.

(ii) If You exchange Your original Product, You must provide Us with written notice (including the serial number of the original Product and the new Product) for coverage under this Plan to continue for the new Product. The Effective Date first written above is not changed by the fact that You get such a new Product.

(iii) If You return Your Product to Us and We determine that coverage is excluded under Section 4(a), this Plan will end and You will get a refund of the unearned portion of the full purchase price that You paid for this Plan.

(iv) If You attempt to defeat or circumvent any KINECT Sensor technical limitation, security, or antipiracy system, You may cause the Product to stop working permanently. You will also void this Plan and make Your Product ineligible for authorized service under this Plan, even for a fee.

**SECTION 5. LIMITATION OF LIABILITY**

**(a) EXCLUSION OF CERTAIN DAMAGES.** WE ARE NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR PRODUCT. THESE EXCLUSIONS APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**(b) Exceptions.** Some states do not allow the exclusion or limitation of the damages or remedies mentioned in Section 5(a), so the above limitations or exclusions may not apply to You.

**SECTION 6. Cancellation**

**(a) By You.** You may cancel this Plan at any time for any reason. To do that, You must provide Us with written notice at the address in Section 8(c). Also:

**(i) Cancellation of this Plan within 30 days**

If You cancel this Plan within 30 days after You receive it and no service has been performed, You will get a full refund of the purchase price that You paid for this Plan. If You do not receive this refund within 30 days after You cancel the Plan, We will also owe You a monthly penalty of 10% of the purchase price until the refund is paid or credited to You.

**(ii) Cancellation of this Plan after 30 days**

If You cancel this Plan but do not meet Section 6(a)(i), then You will get a pro rata refund of the unearned portion of the purchase price that You paid for this Plan. But We may deduct from that refund: (A) an administrative fee of not more than 10% of that price or \$25, whichever is less, and (B) the cost of any repairs made under the Plan before it is canceled, unless state law otherwise bars these deductions.

(iii) We may give You any refund under this Section 6(a) by crediting it against other amounts You owe to Us.

**(b) By Us.** We may cancel this Plan for fraud, nonpayment, or material misrepresentation. We may also cancel it if a regulatory authority requires Us to do so. To cancel this Plan, We must mail a written notice to You at Your last known address at least 30 days before cancellation. Our notice must state the effective cancellation date and the reason for cancellation. If We cancel this Plan, You will get a pro rata refund of the unearned portion of the purchase price that You paid for this Plan.

**SECTION 7. Transfer And Renewal**

**(a) No Transfer.** You may **not** transfer this Plan to a new owner of the Product.

**(b) Renewal.** We are not required to renew Your Plan beyond the original Coverage Period. If We choose to offer You a renewal, We will decide (in our sole discretion) the offer's terms and price. That offer will reflect the Product's age, current costs associated with servicing it, and Product repair experience. But no renewal will provide coverage for a Product under this Plan more than 3 years after the limited warranty covering Your Product expires.

## **SECTION 8. General**

**(a) Contract.** By buying this Plan, You acknowledge that it is a legal contract between You and Us, and that You have had the opportunity to read it beforehand. This Plan is the entire agreement between You and Us. It may not be modified except by a written agreement that We sign. No waiver of a right under this Plan is effective unless in writing and signed by the waiving party. This Plan is not an insurance policy.

**(b) Full Faith and Credit.** Our obligations under this Plan are backed by our full faith and credit.

**(c) Notices to Us.** Any notices to Us under this Plan may not be given electronically, and are deemed given on the date received at the following mailing address:

Microsoft Corporation  
ATTN: Extended Service Plan Business  
One Microsoft Way  
Redmond, WA 98052-9953

**(d)** Washington State law governs the interpretation of this Plan and any claim that We have breached it, regardless of conflict of law principles. The laws of the State where You live govern all other claims (including consumer protection, unfair competition, implied warranty, and tort claims). If this Plan is purchased in the States of California, Florida, Nevada, Vermont, Wyoming or any other State in which the laws of the State are inconsistent with this Section 8(d), the laws of that State will control.

**(e)** This Plan, and any service required under this Plan, is available to You only while You are residing in the United States of America.

## **SECTION 9. State Variations**

This Plan gives You specific legal rights. You may also have other rights which vary state by state. The following state variations control to the extent that they are inconsistent with any other provisions of this Plan:

**CONNECTICUT:** This Plan's term will be automatically extended for any time that the Product spends in Our custody being repaired. Resolution of Disputes: You may pursue arbitration to settle a dispute. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn. Consumer Affairs. The written complaint must describe the dispute, identify the price of the Product and cost of repair, and include a copy of this Plan.

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

**MARYLAND:** This Plan's expiration date will automatically be extended by any time that the Product is withheld from Your use while being repaired.

**MICHIGAN:** If this Plan's performance is interrupted because of a strike or work stoppage, this Plan's effective period will be extended for the period of the strike or work stoppage.

**NEVADA:** Your right to cancel this Plan within the first 30 days for a full refund is provided pursuant to NRS § 690C.250. If You cancel this Plan, no deduction will be made from the refund for the cost of any services rendered. Section 4(c)(iv) is deleted and replaced with the following:

(iv) No coverage will be provided for any repairs in connection with any attempt by You to defeat or circumvent any KINECT Sensor technical limitation, security or anti-piracy system. Such attempts may cause Your Product to stop working permanently.

**NEW HAMPSHIRE:** If You do not receive satisfaction under this Plan, You may contact the New Hampshire Insurance Department at 800-852-3416 or 21 South Fruit Street, Suite 14, Concord, New Hampshire 03301.

**NORTH CAROLINA:** The purchase of this Plan is not required in order to purchase or obtain financing for the Product. We will not cancel this Plan except for Your nonpayment.

**SOUTH CAROLINA:** You may report disputed claims to the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202-3105, or telephone number 800-768-3467.

**TENNESSEE:** This Plan's expiration date will automatically be extended by any time that the Product is withheld from Your use while being repaired, plus two days.

**TEXAS:** Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, or call 512-463-2906 or 800-803-9202.