



**EXTENDED SERVICE PLAN FOR XBOX 360 4G CONSOLE AND KINECT SENSOR BUNDLE**  
United States Only

**Terms and Conditions**

Your Extended Service Plan for the Xbox 360 4GB console and Kinect Sensor Bundle (herein referred to as the “Plan”) is governed by these Terms and Conditions and constitutes your contract with Microsoft as described in Section 9 below.

As used in this Plan, “Microsoft” means Microsoft Corporation. “You” means the original buyer of this Plan.

**SECTION 1. Coverage**

**(a) Product Covered.** The “Product” covered under this Plan means Your Xbox 360 4GB console and Kinect Sensor (the Microsoft product You purchased from the Microsoft Store or other authorized retailer). This Plan does not cover any Product accessories (including hard disc drives for Xbox 360) or other hardware or software unless they are expressly included in this definition of “Product.” For third party products, please refer to the relevant manufacturers’ warranties for their applicable terms and conditions.

**(b) Special Exclusion for 3RL.** Certain Xbox 360 consoles are covered for three (3) years by a supplemental warranty where a condition occurs that causes three lights on the ring of light on the front of Your Xbox 360 console to flash red (sometimes called “3RL”). If Your Xbox 360 console is covered under the three (3) year supplemental warranty for 3RL, this Plan does not extend the period of coverage for 3RL. Please refer to the Microsoft warranty for the terms and conditions that apply to warranty coverage for the 3RL condition. This Section does not apply to Xbox 360 consoles that are not covered by the three (3) year supplemental warranty for the 3RL condition.

**(c) Scope.** Subject to these terms and conditions, your Plan: (i) 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; and (ii) provides you with access to telephone technical support and web-based support resources for the Product. Microsoft may restrict service provided under this Plan to the Product’s original country of purchase.

**(d) Term.** Under this Plan, the coverage period for Your Product begins on the Effective Date and ends on the Expiration Date (the “Coverage Period”).

**SECTION 2. How To Get Service.**

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

**(b)** If the troubleshooting tips don’t resolve Your problem, then follow the online instructions for requesting repair service at <http://support.xbox.com/support>. If You do not have access to the Internet, You can call (800) 4MY-XBOX or (800) 469-9269.

**(c)** Before sending Your Product to Us for service, be sure to keep a copy of any data You want to save, and delete anything You consider confidential. **We are not responsible for Your data and may erase it.**

**(d)** All service (including repairs) under this Plan is subject to Microsoft’s prior approval.

**(e)** Be sure to keep a copy of Your proof of purchase for Your Product. Proof of purchase may be required if there is any question as to the eligibility of your Product for Plan coverage.

**(f)** Do not include any accessories or other personal property when You send a Product to Microsoft for service, as we will not be responsible for this personal property.

### SECTION 3. Microsoft's Responsibility

- (a) After You return Your Product to Microsoft, we will inspect it.
- (b) If Microsoft determines that Your Product malfunctioned as described in Section 1(b), then Microsoft will (at our sole option) repair or replace it. Microsoft 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) Microsoft or its authorized service provider may provide services under this Plan (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 and repair any problems with Your Product.

### SECTION 4. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

- (a) Provide Microsoft the serial number of Your Product;
- (b) Provide information to Microsoft about the symptoms and causes of the problems with the Product;
- (c) Respond to requests for information, including but not limited to the Product serial number, model, any accessories connected or installed on the Product, any error messages displayed, actions taken before the Product experienced the issue and steps taken to resolve the issue;
- (d) Follow instructions Microsoft gives you, including but not limited to (i) keeping a copy of any data You want to save, and deleting anything You consider confidential before sending Your Product to Microsoft; (ii) refraining from sending Microsoft any products, accessories or other personal items that are not subject to repair or replacement service; and (iii) packing the Product in accordance with shipping instructions.
- (e) **Taxes:** The amounts to be paid to Microsoft do not include any taxes. You will pay to Microsoft any applicable value added, sales, or like taxes that are owed by you solely as a result of entering into this Plan and which are permitted to be collected from you by Microsoft under applicable law. Microsoft is not liable for any of the taxes that you are required to pay and which are incurred or arise in connection with or related to the goods and services under this Plan.

### SECTION 5. Exclusions and Limitations

(a) **General Exclusions.** Microsoft is not responsible and this Plan does not cover the following:

If Your Product is:

- (i) used with products not sold or licensed by Microsoft (including "pirated" games and accessories not manufactured or licensed by Microsoft);
- (ii) used for commercial purposes (including rental, pay-per-play, etc.);
- (iii) opened, modified, or tampered with (including any attempt to defeat any Xbox technical limitation or other security or anti-piracy mechanism), or its serial number is altered or removed;
- (iv) damaged by any external cause, whether by You or someone else using Your Product, including, for example:
  - by being dropped;
  - misuse (including use outdoors), abuse, negligence, or accident;
  - mishandling;
  - damage during shipment, except from Microsoft or an authorized retailer to You;
  - exposed to liquid;
  - used with inadequate ventilation;
  - scratched, dented, etc. or shows other cosmetic damage;
  - failure to follow installation, operation or maintenance instructions;

(v) repaired by anyone other than Microsoft or its authorized service provider; or  
(vi) not purchased from an authorized retailer (the Product was sold to You as used, refurbished, or reconditioned).

**(b) Limitations.**

(i) Microsoft is not responsible for, and this Plan does not cover the following:

- Installation, removal or disposal of the Product;
- Products that have been lost or stolen. This Plan only covers Your Product if it is returned to Microsoft in its entirety;
- The provision of replacement equipment during the period when the Product is being serviced;
- Any cosmetic damage (including scratches and cracks); and
- Protective coatings designed to diminish over time unless failure has occurred due to a defect in materials or workmanship.

(ii) If Microsoft repairs or replaces Your Product, You will still receive coverage under the remaining Coverage Period.

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

(iv) If You return Your Product to Microsoft and we determine that coverage is excluded under Section 5(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.

(v) If You attempt to defeat or circumvent a Product's technical limitation, security, or anti-piracy 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 6. LIMITATION OF LIABILITY**

**(a) EXCLUSION OF CERTAIN DAMAGES.** TO THE EXTENT PERMITTED BY LAW, MICROSOFT IS 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 MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**(b) Exceptions.** Some countries do not allow the exclusion or limitation of the damages or remedies mentioned in Section 6(a), so the above limitations or exclusions may not apply to You.

**SECTION 7. 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 10(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, Microsoft 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 the guidelines in Section 7(a)(i), You will get a pro rata refund of the unearned portion of the purchase price that You paid for this Plan. However, Microsoft 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 the law in your country otherwise bars these deductions.

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

**(b) By Us.** Microsoft may cancel this Plan for fraud, nonpayment, material misrepresentation or violation of the Xbox LIVE Terms of Use. Microsoft may also cancel it if a regulatory authority requires us to do so. To cancel this Plan, Microsoft 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 Microsoft cancels this Plan, You will get a pro rata refund of the unearned portion of the purchase price that You paid for this Plan.

### **SECTION 8. Transfer and Renewal**

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

**(b) Renewal.** Microsoft is not required to renew Your Plan beyond the original Coverage Period. If Microsoft chooses to offer You a renewal, Microsoft 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.

### **SECTION 9. General**

**(a) Contract.** By buying this Plan, You acknowledge that it is a legal contract between Microsoft and You, and that You have had the opportunity to read it before purchasing the Plan. This Plan is the entire agreement between Microsoft and You. It may not be modified except by a written agreement that Microsoft signs. Neither party to this Plan can waive its rights under this Plan unless the waiver is in writing and signed by the waiving party. This Plan is not an insurance policy.

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

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

Microsoft Corporation  
ATTN: Xbox 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 Microsoft has 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 or Wyoming or any other State in which the laws of the State are inconsistent with this Section 9(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 10. State Variations**

This Plan gives You specific legal rights. You may also have other rights which vary 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 Microsoft's 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 5(b)(v) is deleted and replaced with the following:

(v) No coverage will be provided for any repairs in connection with any attempt by You to defeat or circumvent any Product 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.