

COMMERCIAL SURFACE EXTENDED WARRANTY PROGRAM

Please retain the **Confirmation Letter** and **Your Proof of Purchase** as evidence of purchase this **Contract**.

The **Contract** is between **You** and **Microsoft**. In consideration of **Your** payment of the service fee as stipulated in the **Confirmation Letter**, **Microsoft** is hereby bound to **You** for the benefits set out herein, subject to the terms and conditions of this **Contract**.

1. Coverage

Breakdown Cover

You are covered for an unlimited number of claims during the **Contract Term** for the repair cost of **Your Product** in the event of **Breakdown**, however the aggregate cost of all repair claims to **Your Product** shall not exceed the original purchase price of **Your Product** or HKD18,600 (whichever is less) and subject to the **Limit of Liability** herein.

You are only covered under this **Contract** if **You** use **Your Product** primarily within the Territorial Limits.

Your Contract provides cover for replacement of the **Product**. When provided to **You**, a replacement product may be a new or refurbished product of equal or similar features and functionality.

If **You** do not purchase this **Contract** on the day **You** purchased **Your Product**, **You** must wait at least thirty (30) days before filing any claim under this **Contract**.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this **Contract**.

Breakdown

The failure or malfunction of any part of **Your Product** while being used within **Microsoft's** guidelines and arising from internal electronic, electrical and/or mechanical defects in the **Product** causing sudden stoppage of the function thereof and necessitating immediate repair before it can resume normal operation.

Confirmation Letter

The letter issued by **Microsoft** after **You** purchase this **Contract**.

Consequential Loss

A loss, cost or liability incurred by **You** resulting from a covered incident but which itself is not specifically covered under this **Contract**, including a loss of earnings or profit, additional costs or third party liability.

Contract Term

General

Cover under this **Contract** starts at the time of purchase and continues for the period as confirmed on **Your Confirmation Letter**, subject to receipt of **Your** service fee as evidenced by **Your Proof of Purchase**. Cover under this **Contract** will end automatically following the successful resolution of the second valid **Breakdown** claim that results in a replacement of **Your Product**.

Termination

Coverage under this **Contract** will end automatically with immediate effect upon the aggregate value of all **Breakdown** claims equaling the original purchase price of **Your Product** or HKD18,600 (whichever is less), and **Microsoft** will not accept any further liability for **Breakdowns**. This period may be extended by renewal.

Limit of Liability

Microsoft's maximum liability for any one (1) claim shall not exceed the original purchase price of Your Product up to HKD18,600 (whichever is less). **Microsoft's** maximum liability during any one period of twenty-four (24) months from the commencement date of this **Contract** shall not exceed HKD37,200. If **Your Product** has been approved for replacement and should **Your** original **Product** no longer be available, **Microsoft** will replace it with a new or refurbished model to the nearest functional equivalent of **Your** original model.

Microsoft/Microsoft's

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

Product

The electronic device referenced in the **Confirmation Letter** issued by **Microsoft** as evidenced by the relevant **Proof of Purchase**.

Proof of Purchase

The original purchase invoice provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under **Microsoft's** warranty documentation that provides proof that **You** own the **Product**.

Reasonable Precautions

All measures that would be reasonably expected of **You** to take to prevent or mitigate **Breakdown of Your Product**.

Territorial Limits

Hong Kong Special Administrative Region of the People's Republic of China.

You/Your

The person or organization who has purchased this **Contract** as described in the **Confirmation Letter**.

3. SPECIFIC EXCLUSIONS

A. General

Microsoft shall not be liable to indemnify any loss, expense or liability caused by any of the following:

1. Any claim arising from You Product incurring accidental or intentional damage;
2. Any additional equipment or accessories for **Your Product** e.g. detachable keyboards;
3. The operation of a software virus or any other software based malfunction;
4. Any **Breakdown**:
 - a. That would be covered by **Microsoft's** manufacturer's warranty for **Your Product**;
 - b. Caused by placing or using **Your Product** in a location or environment that is not in accordance with the **Microsoft's** instructions;
 - c. Caused by unsteady electricity unless **You** can demonstrate that **Your Product** was plugged in to a properly certified outlet that specifically protects against unsteady electricity and electrical surges; and/or
 - d. Arising from external events such as fires, floods, vehicle accidents or similar events;
5. Any fraudulent, dishonest or criminal behaviors; any abuse, misuse, misconduct or neglect by any person; failure by **You** to take **Reasonable Precautions**.
6. Wear and tear or gradual deterioration of **Your Product**;
7. Cosmetic damage however caused to **Your Product** including marring, scratching and denting unless such cosmetic damage results in a **Breakdown** that is otherwise covered by this **Contract**;

8. Routine maintenance, adjustment, modification or servicing;
9. Where the **Product** is subject to a recall by **Microsoft**; or
10. The failure of any item that is intended to be a consumable item.

B. Surface

1. **Breakdown** of any additional equipment or accessories for **Your Product** e.g. detachable keyboards.

4. GENERAL EXCLUSIONS

Microsoft shall not be liable to indemnify any loss, expense or liability:

1. Where **Proof of Purchase** has not been provided except where **Microsoft** agrees to transfer the benefit of the **Contract** to replacement equipment in accordance with Section 5 GENERAL CONDITIONS;
2. Incurred in connection with the installation, removal or subsequent relocation of **Your Product** including electrical or mechanical **Breakdown**;
3. If **You** have not complied with the claims procedure in Section 7 CLAIMS PROCEDURE of this **Contract**;
4. Directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
5. Directly or indirectly occasioned by, happening through or in consequence of theft, burglary, crime, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, regulatory, judicial, or public or local authority;

6. Directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
7. That amounts to **Consequential Loss** whatsoever; or
8. Arising from outside the **Territorial Limits**.

5. GENERAL CONDITIONS

Reasonable Precautions

You must take all **Reasonable Precautions** at all times including but not limited to only charging **Your Product** with an outlet that is properly certified to specifically protect against unsteady electricity and electrical surges.

Law

This **Contract** shall be governed by Hong Kong law.

6. TERMINATION

a. Your Termination Rights

Unless **You** file a claim under **Your Contract**, **You** have the right to terminate this **Contract** within a period which begins thirty (30) days from the commencement of cover or the receipt of the **Confirmation Letter**, whichever is the later (this period is referred to as the “cooling off period”). If **You** have not filed a claim under **Your Contract** and **You** exercise **Your** right to terminate during the cooling off period, **You** will be entitled to a full return of **Your** purchase price for this **Contract**. If **You** file a claim during the cooling off period or the cooling off period expires before **You** exercise **Your** right to terminate, **You** are not entitled to any refund.

You should exercise this right by providing **Microsoft** with written notice at the address in Section 2 or notice to one of Microsoft’s telephone representatives at the telephone number found at www.surface.com/support or via email: msepbus@microsoft.com.

b. Our Termination Rights

Microsoft may terminate this **Contract** by giving **You** fourteen (14) days’ notice in writing sent to **Your** last known address. **You** will be entitled to a proportionate return of the service fee in respect of the unexpired **Contract Term**. The amount of premium to be refunded under this condition will be reduced by the value of any claim paid by the **Microsoft**.

c. Automatic Termination

Cover under this **Contract** will end automatically with immediate effect following the successful resolution of the second valid **Breakdown** claim that results in a replacement of **Your Product** or if the aggregate cost of all repair claims for **Your Product** is equal to or exceeds the original purchase price of **Your Product** or HKD18,600 (whichever is less) within the Contract Term.

7. CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorization and service as soon as reasonably possible and in any event within forty-eight (48) hours of the claim incident occurring. Failure to observe these procedures may invalidate **Your** claim.

When **You** make a claim **Microsoft** will ask **You** questions about **Your** claim and the nature of any **Breakdown**. **You** must answer these questions truthfully and to the best of your ability and take reasonable care not to make any misrepresentation as failing to provide accurate information may invalidate **Your Contract**.

Fraud

If **You** make any fraudulent claim or if **You** use any fraudulent means or devices under this **Contract**, **You** will forfeit all benefits under this **Contract** and **Your** cover will immediately end. **Microsoft** may inform the police and/or any other law enforcement agency about the circumstances of such a claim. **Microsoft** reserves the right to instruct an investigation into **Your** claim and reserves the right to recover from **You** the cost of any investigation into a fraudulent claim under this **Contract**.

You must keep all parts of **Your Product** and return it for inspection in accordance with **Microsoft's** instructions. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

Microsoft will assess **Your** claim, and providing **Your** claim is valid, will authorize the repair or replacement of **Your Product** as appropriate and instruct **You** on what to do next.

- a. Before requesting Product Service or Technical Support, please use the troubleshooting tips at www.surface.com/support.
- b. If the troubleshooting tips do not resolve **Your** problem, then follow the online process to request Product Service or Technical Support at www.surface.com/support.
- c. Back up **Your** hard drive and delete confidential information. Before agreeing for **Your Product** to be collected by **Microsoft**, be sure to:
 - i. BACK UP **YOUR** HARD DISK DRIVE AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS **YOU** WANT TO

SAVE. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR** DATA OR PROGRAMS AND MAY ERASE THEM; AND

- ii. DELETE ANYTHING **YOU** CONSIDER CONFIDENTIAL. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR** PRIVACY IF **YOU** LEAVE CONFIDENTIAL INFORMATION ON **YOUR** DEVICE.

For more information, please see: www.surface.com/support.

- d. Be sure to keep a copy of **Your Confirmation Letter** and your **Proof of Purchase** for **Your Product**. Both the **Confirmation Letter** and the **Proof of Purchase** may be required if there is any question as to **Your Product's** eligibility for coverage under this **Contract**.
- e. Do not include any accessories, games or other property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.
 - i. IMPORTANT: DO NOT OPEN THE **PRODUCT**. OPENING THE **PRODUCT** MAY CAUSE DAMAGE THAT IS NOT COVERED BY THIS **CONTRACT**, AND MAY MAKE **YOUR PRODUCT** INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY **MICROSOFT** OR AN AUTHORISED SERVICE PROVIDER MAY PERFORM SERVICE ON THE **PRODUCT**.

Microsoft's Responsibility:

- a. After **You** return **Your Product**, **Microsoft** will inspect it.
- b. If **Microsoft** determines that a **Breakdown** has occurred and is covered by this **Contract**, then **Microsoft** will repair or (at **Microsoft's** sole option) replace it. When **Microsoft** replaces **Your Product**, **Your** original **Product** becomes **Microsoft's** property and the replacement **Product** is **Your** property, with coverage for that replacement **Product** continuing for the remaining **Contract Term**.
- c. If **Your Product** (whether **Your** original **Product** or any replacement **Product** that is properly covered under this **Contract**) is subject to a **Breakdown** after the **Contract Term** expires, there is no coverage of any kind under this **Contract**. After the **Contract Term** expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.

Your Responsibilities:

To receive service or support under this **Contract**, **You** agree to comply with the following:

- a. Provide **Microsoft** with the serial number of **Your Product**.

- b. Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- c. Respond to requests for information, including but not limited to **Your Product's** serial number, model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue, as well as physical confirmation of purchase including your **Confirmation Letter** and **Proof of Purchase**.
- d. **You** will update the **Product** software to currently published releases prior to seeking service.
- e. Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to repair or replacement and packing **Your Product** in accordance with shipping instructions.

8. DATA PROTECTION & PRIVACY STATEMENTS

Data Transfer Consent

By purchasing this **Contract**, **You** have consented to the use of **Your** data as described below.

Data Protection Policy

Microsoft are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this **Contract** will be regarded as **Your** acknowledgement that **You** have read and accepted these terms and conditions.

Sensitive Information

Some of the personal information the **Microsoft** asks **You** for may be sensitive personal data. **Microsoft** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it or as described in **Your Contract**.

How we use and protect your information and who we share it with

Your information comprises of all the details that **Microsoft** holds about **You** and **Your** transactions and includes information obtained from third parties. **Microsoft** may use **Your** information for any purpose in connection with **Your Product** or this **Contract**, including to manage **Microsoft's** obligations and liabilities under this **Contract**.

Microsoft may use and share **Your** information with the AmTrust Group insurance companies and their affiliates (the “AmTrust Group”) and any insurer, administrator, insurance intermediary, third party underwriter and reinsurer.

Microsoft will not disclose **Your** information to anyone outside the AmTrust Group except:

- As permitted under this **Contract**;
- Where **You** have given **Your** permission;
- Where **Microsoft** is required or permitted to do so by law;
- To credit reference and fraud prevention agencies;
- Other companies that provide a service to **Microsoft** or **You**; or
- Where **Microsoft** transfers rights and obligations under this **Contract**.

Microsoft may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom they pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

You have certain rights regarding access to **Your** information. **You** have the right to request a copy of any specific personal information **Microsoft** holds about **You**.

If **You** believe that any of the information **Microsoft** is holding is incorrect or incomplete, please let us know as soon as possible. To provide a copy of the information, **You** may be asked to pay a small fee.

Marketing

Microsoft will not use **Your** data for marketing purposes, unless in connection with **Your Product** or this **Contract**.

You have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held, processed and used by the AmTrust Group, **Microsoft**, **Microsoft** affiliated companies and any insurer, administrator, insurance intermediary, third party underwriter and reinsurer. **You** agree that any of the aforementioned parties may use **Your** information for any purpose in connection with **Your Product** or this **Contract**.

9. COMPLAINTS PROCEDURE

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service please contact **Microsoft** at the address in Section 2 or one of **Microsoft's** telephone representatives at the telephone number found at www.surface.com/support or via email: msepbus@microsoft.com.

Microsoft will reply within five (5) working days from when it receives **Your** complaint. If it is not possible to give **You** a full reply within this time (for example because a detailed investigation is required) **Microsoft** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a full reply and from whom. In most cases **Your** complaint will be resolved within four weeks. If it will take **Microsoft** longer than four weeks **Microsoft** will tell **You** when **You** can expect an answer.

This procedure will not prejudice **Your** right to take legal proceedings.