

"MICROSOFT EXTENDED HARDWARE PLAN"

Commercial Service Contract Terms & Conditions

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

In order to maximize Your benefits, please go to <https://mybusinessservice.surface.com/> and register Your Service Contract within 10 days of purchase. Failure to do so may result in significant service delays when You have a Claim.

CONSUMER RIGHTS: FOR AUSTRALIAN CUSTOMERS, OUR PRODUCTS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE OF YOUR PRODUCT AND FOR COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE YOUR PRODUCT REPAIRED OR REPLACED BY US IF YOUR PRODUCT IS NOT OF AN ACCEPTABLE QUALITY OR IF THE PRODUCT FAILURE IS NOT A MAJOR FAILURE. THE BENEFITS OFFERED BY THIS WARRANTY ARE IN ADDITION TO ANY CONSUMER GUARANTEES RELATING TO THE PRODUCT UNDER THE COMPETITION AND CONSUMER ACT 2010 (AUSTRALIAN CONSUMER LAW) AND ANY OTHER STATE AND TERRITORY LEGISLATION. THIS WARRANTY IS AN ADDITIONAL WARRANTY AND ITS TERMS DIFFER FROM THOSE STATUTORY GUARANTEES.

CONGRATULATIONS! Thank You for Your recent purchase of "Microsoft Complete". Please keep this important terms and conditions document ("**Service Contract**", "**Contract**"), and Proof of Purchase together in a safe place, as these will be needed at time of a Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Contract or is covered by insurance to which you are entitled. For any questions regarding the information contained in this Contract document, or Your Coverage in general, please contact the Administrator at 65-6370-9000.

DEFINITIONS

Throughout this Contract, the following capitalized words have the stated meaning –

- **"We", "Us", "Our", "Provider", "Obligor", "Administrator"**: the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator, who is Microsoft Regional Sales Corp., located at Blk 438 B, Alexandra Technopark, #04-09/12, Alexandra Road Singapore, 119968.
- **"Retailer"**: the seller that has been authorized by Us to sell this Contract to You.
- **"You", "Your"**: the purchaser/owner of the Product(s) covered by this Contract.
- **"Product(s)"**: the item(s) that You originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Contract.
- **"Original Purchase Price"**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Proof of Purchase.
- **"Proof of Purchase"**: the original purchase receipt provided at the point of sale that confirms the date in which the Service Contract and Product were purchased, as well as the Term period and specific Coverage Plan Option.
- **"Term"**: the period of time in which the provisions of this Contract are valid.
- **"Claim"**: a demand for payment against Us in respect to Breakdown Coverage in accordance with this Contract.
- **"Breakdown"**: the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- **"Accidental Damage"**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage.
- **"Repair"**: the actions We take to mend, remedy, or restore Your Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- **"Replace" or "Replacement(s)"**: delivery to You of a replacement item in the event We determine Your previous Product is not suitable for Repair. We reserve the right to Replace Your defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for a Breakdown** begins upon expiration of the shortest portion of the manufacturer's original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Proof of Purchase. *Breakdown Coverage is provided by Microsoft and Claims arising from Breakdown are payable by Microsoft pursuant to the terms of this Contract.*

PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Contract, the merchandise must be: (a) purchased from an authorized Retailer; and (b) not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

WHAT IS COVERED – GENERAL

During the SERVICE CONTRACT TERM described above, in the event of a covered Claim this Contract provides labor and/or parts required to Repair the covered Product, or at Our sole discretion, Replacement of the covered Product in lieu of Repair ("**Coverage**").

Coverage described in this Contract does not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract; regardless of the manufacturer's ability to fulfill its obligations.

For Breakdown Claims, We will Repair or Replace Your Product pursuant to the provisions of this Contract. If We decide to Replace Your Product, technological advances may result in a Replacement with a lower selling price than the previous covered Product, and no reimbursement based on any Replacement item cost difference will be provided. Any and all parts or units Replaced under this Contract become Our property in their entirety. *When a Replacement is applicable and provided in lieu of Repair, any accessories, attachments and/or peripherals that are integrated with the Product, but that were not provided and included by the manufacturer in the packaging and with the original sale of the covered Product, will NOT be included with such Replacement.*

COVERAGE PLAN OPTIONS

(As indicated on your Proof of Purchase and applicable to You)

SURFACE PLAN:

SURFACE PLAN (Breakdown Only) – If a Surface Plan including (“Plan”) has been purchased (as indicated on Your Proof of Purchase), Coverage includes that which is described in the “WHAT IS COVERED – GENERAL” section above.

LIMIT OF LIABILITY – SURFACEPLAN (Breakdown): During Your Plan Term, the maximum amount that We are obligated to pay in connection with all Claims pursuant to this Contract is:

- *For Breakdown Covered Claims:*
 - *Aggregate Repair Limit:* unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
 - *Replacement Limit:* up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has already been replaced once for a Breakdown cause (such as Breakdown due to mechanical/electrical breakdown), Our obligations for Breakdown Coverage will be considered fulfilled and Breakdown Coverage under Your Plan ends.
- *For Accidental Damage Coverages:*
 - *Not Covered.*

NOTICE – ABOUT REPLACEMENTS UNDER ANY “SURFACE PLAN” (BREAKDOWN CLAIMS): Determination of whether a defective Product will be Repaired or Replaced is at Our sole discretion. If a Replacement is provided, it will be considered the covered “Product” as referenced in the provisions of this Contract, and if the Term is still effective and the limit of liability has not been fulfilled, Coverage for the Replacement Product will automatically continue for the remainder of the Term. *NOTE: A Repair or Replacement does not extend the Term.*

If We choose to provide a Replacement, We may provide advanced exchange service. If We provide advanced exchange service, the Replacement Product will be delivered to You in advance of Our receipt of the defective Product. IN EXCHANGE, THE DEFECTIVE PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

ADDITIONAL BENEFIT INCLUDED IN THIS SERVICE CONTRACT

During the Term, if due to Breakdown, Your Product has three (3) Repairs covered under Your Contract for the same problem and a fourth (4th) Repair is required for the same problem and considered covered under Your Contract (“**Qualifying Service Repairs**”), We will Replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the Product as determined by Us based upon the age of the Product and subject to the “LIMIT OF LIABILITY” section. Any Repair services performed while Your Product is under its manufacturer’s warranty period are not considered to be Qualifying Service Repairs under this benefit.

PLACE OF SERVICE

For all covered Claims, this Contract provides pre-paid shipping of the affected Product to the servicing location designated by the Administrator, as well as shipping of the Repaired Product (or Replacement, if applicable) back to Your registered location on file.

LIMIT OF LIABILITY

In addition to that which is noted in the “COVERAGE PLAN OPTIONS” section as applicable to “Your Plan”, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Breakdown of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of Repair parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to You, including any inherent Product flaws.

WHAT IS NOT COVERED – BREAKDOWN EXCLUSIONS

THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

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| <p>(a) Pre-Existing Conditions incurred or known to You (“Pre-Existing Conditions” refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased);</p> | <p>(b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;</p> |
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- (c) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us;
- (d) Damage from freezing or overheating;
- (e) Normal wear and tear;
- (f) The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;
- (g) Viruses, vandalism, loss, theft, or malicious mischief or disappearance;
- (h) Rust, corrosion, warping, bending;
- (i) Animals (including pets), animal inhabitation or insect infestation;
- (j) Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;
- (k) Accidental Damage;
- (l) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions;
- (m) Improper use of electricity and power fluctuations;
- (n) Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error or in any case where statutory guarantees under Australian Consumer Law apply;
- (o) Merchandise that has removed or altered serial numbers;
- (p) Any consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;
- (q) Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage ("Cosmetic Damage" refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish);
- (r) Normal periodic or preventive maintenance, user education or set up adjustments;
- (s) Any service of the Product that is covered by a warranty, other service contract which is provided by someone other than Us, or insurance which is provided by someone other than the insurer;
- (t) Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;
- (u) Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals; or cracked screens;
- (v) Cost of lost components (unless they are covered by a statutory guarantee) or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring;
- (w) Coverage that would violate any U.S. economic or trade sanctions;
- (x) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (y) Any service performed outside of Australia.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT OR THE INSURANCE POLICY. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. THERE IS NO COVERAGE UNDER THIS CONTRACT OR THE INSURANCE POLICY IF YOU MAKE UNAUTHORIZED REPAIRS.

For best service, have Your Proof of Purchase readily available and call Us at 65-6370-9000 or on the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a *Claim service request number* and further instructions on how to obtain service for Your Product.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless We instruct You to do so. If You are instructed by Us to take the Product to an authorized servicer near You or to a Retailer, or if You are instructed to mail-in the Product elsewhere (such as an authorized depot center), please be sure to include all of the following with Your Product:

- (1) The defective Product;
- (2) A copy of Your Proof of Purchase;
- (3) A brief written description of the problem You are experiencing with the Product; and

(4) A prominent notation of Your *Claim service request number* that We gave to You.

NOTE: If We require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We will pay for shipping to and from Your location if You follow all instructions. You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You or Your authorized representative.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If Your Term expires during the time of an approved Claim, Breakdown Coverage under this Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator at 65-6370-9000 (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

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 notify one of Our representatives as outlined on Your Proof of Purchase.

We will reply within five (5) working days from when We receive Your complaint. If it is not possible to give You a full reply within this time (for example, because a detailed investigation is required), We 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 (4) weeks.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to affiliated companies or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.
- 4. Law.** The governing law for the Contract is the law in the State of New South Wales whose courts have non-exclusive jurisdiction to hear any disputes between the Parties to this Contract.

ENTIRE AGREEMENT

This Service Contract; including the Proof of Purchase, terms, conditions, limitations, exceptions and exclusions, and Your Proof of Purchase, constitute the ENTIRE AGREEMENT between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.