

## CONSUMER SURFACE AND XBOX WARRANTY PLAN

### How Consumer Rights Affect this Plan

**FOR CONSUMERS IN TERRITORIES WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY MICROSOFT OF ANY OF ITS CONTRACTUAL OBLIGATIONS.**

THIS IS TO CERTIFY THAT in consideration of the payment, **Microsoft** is hereby bound to **You** for the benefits set out in this Complete Plan ("**Plan**"), subject to the Terms, Definitions, Exclusions and Conditions specified in this **Plan**.

### 1. THE PROTECTION

#### A. Surface

##### **Damage caused accidentally.**

**You** are protected for a maximum of two (2) claims during the **Duration of Your Plan** for the repair or replacement cost of **Your Product** in the event of **Damage caused accidentally** subject to the **Maximum Benefit**. Protection under this **Plan Document** will end automatically with immediate effect following the successful resolution of a second **Accidental Damage Claim**, and **Microsoft** will not accept any further liability.

##### **Breakdown Protection.**

**You** are protected for an unlimited number of claims for the repair or replacement cost of **Your Product** in the event of **Breakdown**, subject to the **Maximum Benefit** during the **Duration of Your Plan**.

#### B. Xbox

##### **Breakdown Protection.**

**You** are protected for replacement of **Your Xbox** console, replacement of **Your Kinect** motion sensing device and up to two (2) replacements of **Your** controllers purchased as part of **Your** original bundle purchase in the event of a **Breakdown** during the **Duration of Your Plan**.

### 2. DEFINITIONS

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

#### **Accidental Damage**

Physical damage to the protected equipment following a sudden and unforeseen accident that affects the functionality of **Your Product** and is not otherwise specifically excluded from this **Plan**.

#### **Breakdown**

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

#### **Consequential Loss**

A loss or cost incurred by **You** resulting from a protected incident but which itself is not an expressly protected loss or cost under this **Plan**, including a loss of earnings or profit or additional costs.

#### **Customer contribution**

The amount **You** must pay towards the cost of each and every **Accidental Damage** claim as stated in SPECIFIC DAMAGE CAUSED ACCIDENTALLY AND BREAKDOWN EXCLUSIONS 3 within this **Plan Document**.

#### **Duration**

If **You** purchased a Surface **Plan**, protection under this **Plan** starts from **Your** date of purchase of the **Product** and continues for the period as confirmed on **Your Plan Schedule**. If **You** purchased an Xbox **Plan**, protection under this **Plan** starts at the end of the manufacturer's limited warranty and continues for the period as confirmed on **Your Plan Schedule**, subject to receipt of **Your** payment as evidenced by **Your Proof of Purchase**.

#### **Maximum Benefit**

The maximum liability for any one (1) claim shall not exceed the original purchase price of **Your Product**. 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 Singapore Branch, ATTN: Surface Extended Service Plan Business, 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968 which has been appointed to administer **Your Plan**.

#### **Product**

The electronic device referenced in **Your Plan Schedule** issued by **Microsoft** as evidenced by the relevant **Proof of Purchase**.

#### **Proof of Purchase**

The original purchase receipt provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under manufacturer'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**

Thailand in which **You** must be a permanent resident.

#### **You/Your**

The person, who has purchased this **Plan** as described in the **Plan Schedule**.

### **3. SPECIFIC DAMAGE CAUSED ACCIDENTALLY AND BREAKDOWN EXCLUSIONS**

#### **A. General**

1. **Breakdown** of any additional equipment or accessories for **Your Product** e.g. detachable keyboards.
2. Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
3. Any **Breakdown**:
  - a. That occurs during the manufacturer's warranty period;
  - b. Caused by placing or using **Your Product** in a location or environment that is not in accordance with the manufacturer's instructions.
4. Any claim arising from abuse, misuse or neglect.
5. Wear and tear or gradual deterioration of **Product** performance.
6. Cosmetic damage however caused to **Your Product** including marring, scratching and denting unless such cosmetic damage results in a loss of functionality.
7. Faulty or defective design, materials or workmanship where the manufacturer has recognised the fault.
8. Routine maintenance, adjustment, modification or servicing.
9. Where the **Product** is subject to a recall by the manufacturer.
10. Any cost arising as a result of the failure of any item that is intended to be a consumable item.

#### **B. Surface**

1. The **Customer contribution You** must pay is the first 2,600 Thai Baht of any **Accidental Damage** claim covered by this **Plan**.
2. **Accidental Damage** to or **Breakdown** of, any additional equipment or accessories for **Your Product** e.g. detachable keyboards.

### C. Xbox

1. **Breakdown** of, any additional equipment or accessories for **Your Product**, other than those described in **Your Plan Schedule**.

## 4. GENERAL EXCLUSIONS

1. Where **Proof of Purchase** has not been provided except where **Microsoft** agrees to transfer the benefit of the **Plan to Replacement Equipment** in accordance with GENERAL CONDITIONS 5.
2. Any claims arising from **Your Product** being used for business purposes.
3. Any costs incurred in connection with the installation, removal or subsequent relocation of **Your Product** including electrical or mechanical **Breakdown**.
4. Not complying with the claims procedure in CLAIMS PROCEDURE 7 of this **Plan**.
5. Any legal liability 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;
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of 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 or public or local authority.
7. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
8. Any **Consequential Loss** whatsoever.
9. The value added tax ("VAT") element, the import tax element, the excise tax element or any goods and services tax ("GST") element of any claim whether or not **You** are registered for VAT or GST.
10. Any claim arising from outside the **Territorial Limits**.

## 5. GENERAL CONDITIONS

### Replacement Equipment

Should **Your Product** be replaced with a new **Product** by **Microsoft**, **Microsoft** will reasonably consider transferring the benefit of this **Plan** but **You** must advise **Microsoft** of the make and model of **Your** replacement **Product**. An official record showing details of **Your** replacement **Product** must support this. The benefit will be transferred from the date confirmed by **Microsoft**. Should a transfer of this **Plan** to **Your** new **Product** not be agreed, then this **Plan** will be cancelled in accordance with CANCELLATION 6 below and no protection will apply in respect of **Your** replacement **Product**.

### Reasonable Precautions

**You** must take all **Reasonable Precautions** at all times.

### Obligor

Microsoft Corporation Singapore Branch is the **Obligor** of this **Plan** that principal office is at 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968

### Law

The parties to this **Plan** are free to choose the law applicable to this **Plan**. Unless specifically agreed to the contrary this **Plan** shall be subject to the laws of Thailand.

## 6. CANCELLATION

### a. Your Cancellation Rights

**You** have the right to cancel this **Plan** within a period which begins fourteen (14) days from the commencement of protection or the receipt of the **Plan** documentation, whichever is the later (this period is referred to as the “cooling off period”).

**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](http://www.surface.com/support) or via email: [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com).

If **You** exercise **Your** right to cancel this **Plan** during the “cooling off period”, **You** will be entitled to a full return of the payment **You** made for the **Plan**. The amount of payment to be refunded under this condition will be reduced by the value of any claim paid by or payable **Microsoft**. If the “cooling off period” has expired, **You** may cancel this **Plan** during the **Duration** by giving fourteen (14) days notice in writing to **Microsoft** at the address contained in this **Plan**. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Duration**, **You** will be entitled to a proportionate return of the payment paid. If **You** have claimed on **Your Plan** then the full payment for the **Plan** must be paid and no return payment will be given for a cancellation. If the full payment for the **Plan** has not been paid, **Microsoft** may deduct the outstanding payment from any claim payment due to **You**.

### b. Our Cancellation Rights

**Microsoft** may cancel this **Plan** 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 payment in respect of the unexpired **Duration**. The amount of payment to be refunded under this condition will be reduced by the value of any claim paid or payable by **Microsoft**.

## 7. CLAIMS PROCEDURE

Please comply with the following procedures to obtain authorisation 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, at **Microsoft's** sole option, invalidate **Your** claim.

When **You** make a claim **Microsoft** will ask **You** questions about **Your** claim and the nature of the **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, at **Microsoft's** sole option invalidate **Your Plan**.

### Fraud

If **You** make any fraudulent claim or if **You** use any fraudulent means or devices under this **Plan**, **You** will forfeit all benefits under this **Plan** and **Your** protection 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 **Plan**.

**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 authorise 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](http://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](http://www.surface.com/support).
- c. Please be aware that repair of **Your Product** may result in the loss of any data stored on **Your Product**.
- d. Back up **Your** hard disk 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.
  - 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](http://www.surface.com/support).

- e. All service under this **Plan** is subject to **Microsoft's** prior approval.
- f. 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 **Your Product's** eligibility for protection under this **Plan**.
- g. 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.
- h. **IMPORTANT: DO NOT OPEN THE PRODUCT. OPENING THE PRODUCT MAY CAUSE DAMAGE THAT IS NOT PROTECTED BY THIS PLAN AND MAY MAKE YOUR PRODUCT INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY MICROSOFT OR AN AUTHORISED SERVICE PROVIDER MAY OPEN THE PRODUCT AND/OR PERFORM SERVICE ON THE PRODUCT.**

**Microsoft's** Responsibility:

- a. After **You** return **Your Product**, **Microsoft** will inspect it.
- b. If **Microsoft** determines that **Your Product** malfunctioned as described in THE PROTECTION 1, then **Microsoft** will (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 **Product** continuing for the remaining **Duration**.
- c. If **Your Product** malfunctions after the **Duration** expires, there is no protection of any kind under this **Plan**. After the **Duration** 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 **Plan**, **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.
- 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

By purchasing this **Plan** with **Microsoft**, **You** have consented to the use and disclosure of **Your** information as described below.

Privacy statement

**Microsoft** is committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as purchasing this **Plan** will be regarded as **Your** agreement to these terms and conditions.

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

**Microsoft** will use **Your** information to manage **Your Plan**, including claims handling. If **You** do not provide **Your** information, we may be prevented from managing **Your Plan** in accordance with these terms. **Our** use of **Your** information may include disclosing it to insurers, administrators, third party underwriters and reinsurers. **Microsoft** does not disclose **Your** information to anyone outside the **Microsoft** group except:

- Where **You** have given **Your** permission.
- Where **Microsoft** are 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** in relation to the **Plan**.
- Where **Microsoft** transfers rights and obligations under this **Plan**.

**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 see a copy of the personal information **Microsoft** hold 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. All information provided is used to manage **Your Plan** only.

By purchasing this **Plan**, **You** have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held and processed by related companies of **Microsoft** in the United States of America.

## 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 notice to one of **Microsoft's** telephone representatives at the telephone number found at [www.surface.com/support](http://www.surface.com/support) or via email: [msepbus@microsoft.com](mailto: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 (4) weeks.