

## “MICROSOFT COMPLETE FOR EDUCATION”

### Commercial Service Contract Terms & Conditions

**CONGRATULATIONS!** Thank You for Your recent purchase of “Microsoft Education”. Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), and Purchase Order 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 1-800-886-295 or +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”, “Education Contract Holder”**: the education establishment that purchased the Products and this Contract, who is to receive coverage in accordance with the terms and conditions of this Service Contract.
- **“Product(s)”**: the item(s) that meet the criteria outlined in the “PRODUCT ELIGIBILITY” section that are covered under this Contract.
- **“Purchase Order”**: a numbered document that confirms the purchase date of this Contract, specific type of covered Products with exact quantity of each type, Education Contract Holder name and address, and the Contract coverage Term period. THIS CONTRACT IS NOT VALID WITHOUT A PURCHASE ORDER.
- **“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 and against the Insurer in respect to Accidental Damage.
- **“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. *Accidental Damage Coverage is provided to You as a benefit pursuant to a group insurance certificate We purchased from MAA Takaful Berhad. Please see the Accidental Damage certificate of insurance provided to you for details.*
- **“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; which may not be the same model or color as the previous covered Product.
- **“Insurer”**: MAA Takaful Berhad

#### PRODUCT ELIGIBILITY

In order to be eligible for the coverage described in the “WHAT IS COVERED” section of this Contract, the following are required:

1. The Product must be a Microsoft Surface product and purchased as new with a minimum twelve (12) month manufacturer’s warranty.
2. The items must not be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

#### SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Accidental Damage** begins upon Product purchase date and continues for the Term shown on the Purchase Order. *Accidental Damage Coverage is provided to You as a benefit pursuant to a group insurance certificate We purchased from the Insurer. Please see the Accidental Damage certificate of insurance provided to you for details.*
2. **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 the Purchase Order. *Breakdown Coverage is provided by Microsoft and Claims arising from Breakdown are payable by Microsoft pursuant to the terms of this Contract.*

#### WHAT IS COVERED – GENERAL

During the CONTRACT TERM described above, this Contract provides Repairs or Replacements for the covered Products listed on the Purchase Order in the event of a covered Claim for a Breakdown, or Accidental Damage.

Replacements may be provided on an expedited advanced exchange basis.

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. We will Repair or Replace Your Product pursuant to the provisions of this Contract. 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. *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.*

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.

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#### 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.

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#### LIMIT OF LIABILITY

The maximum amount that We shall be liable for all covered Claims pursuant to the terms and conditions of this Contract is one (1) Claim for each covered Product; which shall not exceed the amount equal to the original purchase price paid for the covered Products shown in Your Purchase Order (excluding any taxes and/or fees). Once the Limit of Liability has been reached, Our obligations will be considered fulfilled in their entirety and coverage under this Contract ends.

Additionally, neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time, lost data or lost income 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 a Replacement. 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.

Please see the Accidental Damage certificate of insurance for details regarding the limit of liability for Accidental Damage Coverage.

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#### WHAT IS NOT COVERED – BREAKDOWN EXCLUSIONS

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

- (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);**
- (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;**
- (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) **Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;**
- (l) **Improper use of electricity and power fluctuations;**
- (m) **Merchandise that is subject to a manufacturer’s recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error regardless of the manufacturer’s ability to pay for such repairs;**
- (n) **Merchandise that has removed or altered serial numbers;**
- (o) **Any consequential damages or delay in rendering service under this Service Contract, loss of use, data, time or income during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us;**
- (p) **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);**
- (q) **Normal periodic or preventive maintenance, user education or set up adjustments;**
- (r) **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;**
- (s) **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;**
- (t) **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;**
- (u) **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;**
- (v) **Coverage that would violate any U.S. economic or trade sanctions;**
- (w) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or**
- (x) **Any service performed outside of Malaysia.**

UNDER THIS SERVICE CONTRACT, WE ARE UNABLE TO TRANSFER ANY SOFTWARE OR DATA FROM ANY TYPE OF DEVICE TO ANOTHER. THIS CONTRACT DOES NOT COVER COSTS ASSOCIATED WITH RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM ANY TYPE OF DEVICE (INCLUDING A "COVERED PRODUCT"). IN NO EVENT SHALL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, RETRIEVING DATA FROM OR TO ANY TYPE OF DEVICE OR FOR ANY ASSOCIATED COSTS THEREO

**For Accidental Damage Coverage consult the Accidental Damage certificate of insurance for details of the benefits and exclusions of the insurance.**

#### HOW TO FILE A CLAIM

**IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE ACCIDENTAL DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT OR THE INSURANCE CERTIFICATE.** In order for a Claim to be considered, Your Designated Representative (shown on the Purchase Order) must contact Us first for initial review and diagnosis of the problem. THERE IS NO COVERAGE UNDER THIS CONTRACT OR THE INSURANCE CERTIFICATE IF YOU MAKE UNAUTHORIZED REPAIRS.

The Designated Representative must call Us at 1800-886-295, +65-6370-9000, or on the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> with the Purchase Order readily available. 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.

#### GUARANTEE

This Contract is not an insurance policy; it is a service contract. The only insurance benefit which is available to customers for Surface Products is Accidental Damage Coverage which is provided by the Insurer. The Accidental Damage certificate of insurance contains the terms on which the insurance is provided to You. Please consult the Accidental Damage certificate of insurance for details.

#### CANCELLATION

*You may cancel this Contract at any time by informing the Administrator at 1800-886-295 or +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.*

For cancellation of the Accidental Damage Coverage provided by the Insurer please see the Accidental Damage certificate of insurance for details.

#### 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.

For complaints in relation to Accidental Damage Coverage provided by the Insurer please see the Accidental Damage certificate of insurance for details.

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## DATA PROTECTION STATEMENTS (See Appendix for Malay translation of this Section)

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### Data Use Consent

By registering Your Service Contract Online, You have consented to the use of Your personal data as described below.

### Personal Data Protection Policy

We (together with the Insurer) are committed to protect Your personal data including sensitive personal data; please read this section carefully as registration of Your Service Contract Online will be regarded as Your acknowledgement that You have read and accepted these Terms and Conditions.

### Sensitive Personal Data

Some of the personal data We (or the Insurer) ask You for may be sensitive personal data, as defined by Malaysian law. We (and the Insurer) will not use such sensitive personal data about You or others except for the specific purpose for which You provide it and to provide the services described in Your Service Contract.

### How We use and protect your personal data and who We share it with

We (and the Insurer) will use Your personal data to manage Your Coverage Plan, We (and the Insurer) may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to the Insurer, affiliated companies or third party service providers in accordance with Our Customer Privacy Policy (<http://www.microsoft.com/en-my/mobile/privacy/privacy-policy/privacy-policy/>). Except for the purposes of providing services in this Contract, We (and the Insurer) will not share Your information with third parties without Your permission and We (and the Insurer) will comply with the Personal Data Protection Act 2010.

The provision of services under this Contract is conditional on You consenting to the use by Us (and the Insurer) of Your personal data as described here. Should You withdraw Your consent to the use of Your personal data by Us (and the Insurer) at any point, We may not be able to provide You with the services contemplated under this Contract.

Your personal data comprises of all the details that We (and the Insurer) hold about You and Your transactions and includes data obtained from third parties. We (and the Insurer) will provide the level of protection to Your personal data that is required under Malaysian law.

Please also refer to the Notice under Personal Data Protection Act 2010 issued by the Insurer at the website link-<http://www.maatakaful.com.my/pdf/Latest%20PDPA%20Notice.pdf>.

We (and the Insurer) may transfer Your information to other countries and jurisdictions provided that anyone to whom We (and the Insurer) 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.

### Your Rights

You have certain rights regarding access to Your personal data. You have the right to see a copy of the personal data We (and the Insurer) hold about You. If You believe that any of the information We (and the Insurer) are 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.

You may make inquiries, complaints or request for access to or update and correction of Your personal data or limit the processing of Your personal data at any time hereafter by contacting:

- Customer Service
- 1800-886-295 or +65-6370-9000

In accordance with the Personal Data Protection Act 2010, We (and the Insurer) may refuse to comply with Your request for access or correction to Your personal data and if We (and the Insurer) refuse to comply with such request, We (and the Insurer) will inform You of Our refusal and reason for Our refusal.

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## GENERAL PROVISIONS

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- 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.** This Contract is governed by the laws of Malaysia.

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#### **OUR RIGHT TO RECOVER PAYMENT**

If You have a right to recover against another party for anything We have paid under this Contract, Your rights shall become Our rights. You shall do whatever is reasonably necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for their loss.

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#### **ENTIRE AGREEMENT**

This Service Contract; including the terms, conditions, limitations, exceptions and exclusions, and the Purchase Order, 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.

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**Kenyataan berkenaan Perlindungan Data**

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**Kebenaran Kegunaan Data**

Dengan mendaftarkan *Service Contract* Anda secara *online*, Anda telah membenarkan kegunaan data peribadi Anda seperti yang diterangkan di bawah.

**Polisi Perlindungan Data Peribadi**

Kami (bersama dengan Syarikat Insurans) komited untuk melindungi data peribadi Anda termasuk data peribadi sensitif Anda; sila membaca seksyen ini dengan teliti kerana pendaftaran *Service Contract* Anda secara *online* akan dianggapkan sebagai pengakuan Anda bahawa Anda telah membaca secara teliti dan bersetuju dengan Terma-terma dan Syarat-syarat yang berkenaan tersebut.

**Data Peribadi Sensitif**

Sesetengah data peribadi yang diminta oleh Kami (atau Syarikat Insurans) mungkin merupakan data peribadi sensitif, seperti yang ditakrifkan di bawah undang-undang Negara Malaysia. Kami (dengan Syarikat Insurans) tidak akan menggunakan data peribadi sensitif mengenai Anda ataupun yang lain kecuali bagi tujuan tertentu yang Anda memberikan data tersebut dan bagi tujuan memberikan perkhidmatan yang diterangkan dalam *Service Contract* Anda.

**Kegunaan, Perlindungan dan Perkongsian Data Peribadi**

Kami (dengan Syarikat Insurans) akan menggunakan data peribadi Anda untuk menguruskan *Coverage Plan* Anda, Kami (dengan Syarikat Insurans) mungkin mengumpul and memproses data bagi pihak Anda semasa Kami memberikan perkhidmatan yang diterangkan dalam *Contract* ini. Ini mungkin termasuklah memindahkan data Anda kepada Syarikat Insurans, syarikat-syarikat penggabungan atau pembekal-pembekal perkhidmatan pihak ketiga mengikut *Customer Privacy Policy* Kami (<http://www.microsoft.com/en-my/mobile/privacy/privacy/policy/privacy-policy/>). Kecuali bagi tujuan-tujuan memberi perkhidmatan yang diterangkan dalam *Contract* ini, Kami (dengan Syarikat Insurans) tidak akan mengongsikan data Anda dengan mana-mana pihak ketiga tanpa kebenaran Anda dan Kami (dengan Syarikat Insurans) akan mematuhi Akta Perlindungan Data Peribadi 2010.

Pemberian perkhidmatan yang diterangkan dalam *Contract* ini adalah tertakluk kepada kebenaran Anda untuk Kami (dengan Syarikat Insurans) menggunakan data peribadi Anda seperti yang diterangkan. Sekiranya Anda menarik balik kebenaran Anda untuk Kami (dengan Syarikat Insurans) menggunakan data peribadi Anda pada bila-bila masa, Kami mungkin tidak dapat memberikan Anda perkhidmatan yang diterangkan dalam *Contract* ini. Data peribadi Anda terdiri daripada semua butir-butiran dan maklumat Anda yang dipegang oleh Kami (dan Syarikat Insurans) dan transaksi Anda dan termasuk data yang diperolehi daripada pihak-pihak ketiga. Kami (dengan Syarikat Insurans) akan memberikan tahap perlindungan kepada data peribadi Anda sebagaimana yang ditetapkan oleh undang-undang Negara Malaysia.

Sila juga merujuk kepada Notis berkenaan dengan Akta Perlindungan Data Peribadi 2010 yang dikeluarkan oleh Syarikat Insurans di <http://www.maatakaful.com.my/pdf/Latest%20PDPA%20Notice.pdf>.

Kami (dan Syarikat Insurans) mungkin memindahkan maklumat Anda kepada negara-negara dan bidang kuasa lain dengan syarat bahawa mana-mana pihak yang menerima maklumat Anda daripada Kami (dan Syarikat Insurans) memberikan tahap perlindungan yang memadai terhadap maklumat Anda tersebut. Di samping itu, maklumat Anda mungkin diakses oleh agensi-agensi penguatkuasaan undang-undang dan pihak-pihak berkuasa yang lain untuk mencegah jenayah dan mematuhi kehendak undang-undang.

**Hak Anda**

Anda mempunyai hak tertentu berkenaan akses terhadap data peribadi Anda. Anda berhak untuk melihat salinan data peribadi Anda yang dipegang oleh Kami (dan Syarikat Insurans). Sekiranya Anda mendapati or percaya bahawa mana-mana maklumat yang Kami (dan Syarikat Insurans) pegangi adalah tidak betul atau tidak lengkap, sila memaklumkan Kami secepat mungkin. Untuk menyediakan salinan maklumat, Anda mungkin diminta untuk membuat bayaran yang kecil.

Anda boleh membuat pertanyaan, aduan, atau memohon untuk mengakses atau mengemaskini atau membuat pembetulan ke atas data peribadi Anda atau mengehadakan pemprosesan data peribadi Anda pada bila-bila masa dengan menghubungi:

- Khidmat Pelanggan
- 1800-886-295 or +65-6370-9000

Selaras dengan Akta Perlindungan Data Peribadi 2010, Kami (dan Syarikat Insurans) berhak untuk tidak mematuhi permintaan Anda untuk mengakses atau untuk membuat pembetulan ke atas data peribadi Anda dan sekiranya Kami (dan Syarikat Insurans) enggan mematuhi permintaan Anda tersebut, Kami (dan Syarikat Insurans) akan memaklumkan kepada Anda tentang keengganan Kami berserta alasan-alasan Kami.

Please continue reading on the next page for additional coverage information.



## MICROSOFT DEVICE TAKAFUL CERTIFICATE

CERTIFICATE OF TAKAFUL No. – as per the Serial No. of your protected device

Name : As per the purchase receipt of Your device  
Start Date : As per the purchase date of Your device  
Excess : Nil  
Master Certificate No : 011550014906-00

This certificate covers the participant against:

1. Device described above arising from Accidental Damage including Liquid Damage. Provided that the liability of the Company under this Certificate in respect of any loss shall not exceed the sum participant of the Device.

This Certificate is subject to terms, conditions and exclusions contained in the above stated Master Certificate underwritten by MAA Takaful Berhad.

(This is a digitally produced document - no signing is required)

### NOTICE UNDER PERSONAL DATA PROTECTION ACT 2010

The Personal Data Protection Act 2010 (hereinafter referred to as "the Act"), which regulates the processing of personal data in commercial transactions, applies to MAA Takaful Berhad (hereinafter referred to as "MAA Takaful", "our", "us" or "we"). For the purposes of this Notice, the terms "personal data" and "processing" shall have the same meaning as prescribed in the Act.

1. This written notice serves to inform you that your personal data is being processed by or on behalf of MAA Takaful.

2. The personal data processed by us may include your name, national identity card number, contact number and address including your sensitive personal data such as your religion, health condition and criminal record (if any) provided by you in the documents as prescribed in paragraph 4 of this notice.

3. We are processing your personal data, including any additional information you may subsequently provide, for the following purposes ("Purposes"):

- (a) processing your application of your Takaful plans;
- (b) managing and administering such plans;
- (c) facilitating or enabling any checks that we or by any third party (appointed by us) conduct on you from time to time;
- (d) complying with any relevant laws;
- (e) assisting any government agencies or bureaus or bodies including for the purposes of police or regulatory investigations;
- (f) contacting you or your beneficiaries or your nominees;
- (g) storing your personal data in our database archives;
- (h) facilitating your compliance with any laws or regulations applicable to you as our customer;
- (i) responding to your enquiries;
- (j) conducting our internal activities, internal market surveys and trend analysis;
- (k) to manage and service our relationship with you and provide you with better customer services;
- (l) for the underwriting, handling and settling of claims; or
- (m) such other purposes as may be related to the foregoing.

4. Your personal data is and will be collected from you and/or from the information you have provided in the application form as well in any other MAA Takaful forms that you have been asked to complete, together with other information that we may obtain about you from oral or written communications.

5. You may make inquiries, complaints or request for access to or update and correction of your personal data or limit the processing of your personal data at any time hereafter by contacting our Customer Care Department at 03-6287 6666 or email us at [MAAWebAdmin@maa.my](mailto:MAAWebAdmin@maa.my).

6. In accordance with the Act, we may refuse to comply with your request for access or correction to your personal data and if we refuse to comply with such request, we will inform you of our refusal and reason for our refusal.

7. Your personal data may be disclosed to the MAA Group Berhad, related companies, associates, affiliates, all governmental and/or quasi-governmental departments and/or agencies, regulatory and/or statutory bodies, any healthcare professionals or hospitals, business partners and/or service providers, other insurance companies and

takaful operators, brokers, agents, credit organizations, reinsurers and retakaful operators and/or professionals that MAA Takaful engages with such as but not limited to loss adjusters, lawyers, auditors, accountants, consultants, external claims data collectors, investigators, and any other third party that you have requested or authorized us to disclose your personal data to for the above purposes or for any other purposes for which your personal data was to be disclosed at the time of its collection or any other purposes directly related to any of the above Purposes.

8. If you fail to supply to us the above personal data, we may not be able to process your personal data for any of the above Purposes.

9. You are responsible for ensuring that the personal data you provide us is accurate, complete and not misleading and that such personal data is kept up to date.

10. Accordingly, we trust that you will consent and agree to the terms above with respect to our processing of your Personal Data. If we do not receive any response from you on the above, we shall assume that you are agreeable to the same.



## **Summary of Terms and Conditions for Device Protection Program**

### **What Participant Are Covered For**

Provided Participant have paid the Contribution, and We have accepted Your application, We agree to cover Participant during the Period of Cover for the following subject to the terms, conditions, exclusions and Limits of the Master Certificate

### **What We Pay**

We will cover Participant against Damage to Participant Device(s) due to Accidental Damage (including Liquid Damage);

### **Your Duty of Disclosure**

What Participant Need To tell Us

Participant must tell Takaful Operator anything that Participant know, or should know which could affect Our decision to cover You and / or the terms on which to cover Participant. Participant must do this when Participant apply for Takaful or renew Participant certificate. When We ask Participant specific questions, Participant must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be covered by this certificate answer all questions in this way.

### **What Will Happen If Participant Do Not Tell Us**

If Participant withhold relevant information or Participant do not answer Our questions in the way We have described, We can reduce the amount We pay Participant for Your claim, or We can cancel Participant certificate. or Participant answers are untruthful, We can treat Your certificate as if it never existed.

### **Are Participant Eligible For The Cover**

Participant are eligible to be covered under this certificate if Participant are a purchaser of a new Device from Microsoft and who are over the age of eighteen (18)

### **Words That Have A Special Meaning**

Some of the words in this Certificate and Master Certificate have special meanings. These words and their meanings are listed below.

#### **Accident/Accidental**

Shall mean an involuntary, external forcible and violent event that gives rise to Damage that is unforeseen, fortuitous and not premeditated and occurs independently of all other causes. Notwithstanding, theft of Device (s) is excluded.

#### **Certificate**

Shall mean the certificate, which shows details such as Your name, the make and model of the Device (s) covered. It forms part of the Master Certificate, and You must read it with the terms and conditions of this Master Certificate.

#### **Claim(s)**

Shall mean a claim for any of the entitlements and benefits under this Master Certificate. The Company will settle Claims by paying the authorized service centre.

#### **We, Us, Our, The Company**

Shall refer to **MAA TAKAFUL OPERATOR**

#### **Damage(d)**

Shall mean physical breakage and destruction resulting in the failure of Your Device (s) (including, but not limited to, damage caused by liquid) that prevents Your Device (s) from properly functioning.

#### **Date of Incident**

Shall mean the date when the Accidental Damage occurs

#### **Excess**

Shall mean the amount You are required to bear in the event of a Claim. You must pay the first part of all Claims, and such Excess amount is shown in Your Certificate.

#### **Incident**

Shall mean the occurrence of Accidental Damage (including Liquid Damage).

#### **Participant**

Shall mean the organization or individual(s) named on the Certificate subject to the terms of eligibility as may be determined by the company from time to time.

#### **Participant Members**

This Certificate shall cover Device (s) whilst used by the Organisations employees or individuals.

#### **Limit(s)**

Shall mean the maximum amount payable under this Master Certificate during the Period of Cover for the replacement or repair of the Device (s); the Replacement Price or the repair cost and maximum two claims only for the duration of the cover but the total of all benefits paid or payable whilst this Certificate is in force shall not exceed in the aggregate twice the sum participant of the device.

**Material Changes**

Shall mean any change, which affects the functionality of the covered Device (s), either enhancing its capabilities or negatively affecting its capabilities from the manufacturer's specifications.

**Device (s)**

Shall mean the Device (s) described on Your Certificate detailing the serial number, manufacturer and model details.

**Period of Cover**

Shall mean any period for which We have accepted the participant / Your Contribution.

**Certificate**

Shall mean the arrangement/ contract between the You and Us.

**Contribution(s)**

Shall mean the sum of money that Participant agree to pay Us under the certificate in return for the entitlements and benefits set out in it.

**Replacement Price**

Shall mean the market value of one (1) unit of a Device of the same make and model as that of the Device or another Device with similar technical and functional capabilities should there be no available stock of the former as at the date of replacement, provided that the replaced Device will not exceed the sum participant of the device.

**Serial number**

Is a unique code used to identify a Device

**Territorial Limits**

Shall mean within Malaysia.

**When The Cover Commences**

Cover commences from the receipt of payment from You and end at 12.01 a.m. standard Malaysian time, or on date of cancellation. Any failure to pay Your Contribution, automatically terminates the Cover.

**Who We Pay**

All indemnities under the Certificate will be paid to the Our authorized service centres and will always be subject to the Limit(s) specified in the Certificate.

**What Participant Are Not Covered For**

We do not cover You for Damage arising directly or indirectly from the following events:-

- i. Flood, Earthquake and other convulsions of nature;
- ii. An act in contravention of a government prohibition or law;
- iii. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- iv. An act of terrorism. For this purpose, an act of terrorism means an act including, but not limited to the use of force or violence and/or the threat thereof, of any person(s) or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed by political, religious, ethnic, ideological or similar purposes including the intention to influence any government(s) and/or to put the public or any section of the public in fear;
- v. Delay, confiscation, detention, destruction or requisition by Customs or Police or by the order of any Government or Public Body or Authority, whether as contraband, stolen goods or otherwise, or in consequence of illegal act or activity or otherwise;
- vi. Atmospheric conditions (other than lightning or rainstorm);
- vii. Ionizing, radiation or contamination by radio activity from any nuclear fuel from any nuclear waste from combustion of nuclear fuel or nuclear weapon material; and/or
- viii. Fraud or criminal activity on Your part.

**We also do not cover:-**

- i. The Excess as shown on the Certificate
- ii. The unforeseen loss of the Participant Members' Device (s) during the Period of Cover caused by the Participant Member or any person authorized by the Participant Member to use their Device (s).
- iii. Damage:
  - a) due to wear and tear, marring, scratching, mechanical or electrical breakdown, discoloration, or any type of Damage or failure that does not affect how the Device(s) works;
  - b) Resulting from alterations, maintenance, repairs, faulty design, or any process of cleaning or restoring.
- iv. Any loss the Participant Member(s) may suffer or cost to the Participant Member(s) for:

- a) loss of value, loss of use, loss of information stored in memories or any consequential loss (including but not limited to any economic loss or other loss of turnover, profits, business, goodwill or expected savings), except as set out elsewhere in this Master Certificate;
- b) Damage to, or costs or charges, when repairing or replacing battery chargers or batteries. Device (s)
- c) any Damage caused by any deliberate act or negligence by the Participant Member(s), their employees or any person using the Device (s) with their permission;
- d) costs or charges when replacing accessories which can no longer be used with the Device (s);
- e) costs of repairing or providing replacement Device (s) where the Damage to the Device (s) is covered by the relevant manufacturer's guarantee or warranty for either parts or labour;
- f) costs caused by the Device (s) being routinely serviced, inspected, adjusted or cleaned;
- g) replacement of or repair to any accessories associated with the Participant Members' Device (s);
- iv. Internal leakage of the battery, unless directly caused by an Accident.
- vi. Gradual deterioration or dismantling of any part of the Device (s) or Damage to any part whilst removed from its normal working position, rust or corrosion;
- vii. Mysterious disappearance, unexplainable and/or unprovable event;
- viii. Product defects whether latent inherent or not;
- ix. Electronic derangement or malfunction including its own ignition or burn out, whether as a result of use, misuse, test or repair; and/or
- x. Damage resulting from deliberate action of the Participant Member.

### **How To Make A Claim**

#### **Notification Of Claim**

For Accidental Damage Claims, You must do the following:-

- a) notify Us within twenty four (24) hours of discovery of the Incident;
- b) call our toll free number at 1800 886 295 as soon as possible to inform about the Accidental Damage to make a Claim. You shall produce for Our examination all pertinent documents at such reasonable times and shall cooperate with Us in all matters pertaining to any Claims. Failure to comply with this condition may prejudice the Claim. Filing a false or a fraudulent Claim will invalidate the Claim and result in Us rejecting the Claim.

### **Proof Of Claim**

Participant shall forward to Us proof whether written or otherwise required to support the nature of Claim within thirty (30) days from the date of notification of a Claim as stated above. You MUST also forward the Damaged Device (s) to Us before any replacement or repairs can be made. Failure to furnish such proof within the time required shall not invalidate nor reduce any Claim if it was not reasonably possible to give proof within such time provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, later than thirty (30) days from the Date of Incident. All documents, affidavit information and evidence must be provided at Your expense in the form and nature required.

### **Settlement Options**

We shall be at liberty to elect whether to repair or replace the Device (s); Damaged as the case may be, and may join with any other Takaful companies in doing so, in cases where the Device (s) is also covered elsewhere.

In cases where We replace the Device (s), replacements will be new models but may:

- a) be a different model;
- b) not include the identical features and functions as the Damaged Device and
- c) be of like kind and quality.

### **Salvage**

We shall be entitled:

- a) on the happening of Damage to the Device (s) covered, to take and keep possession of the Device (s) damaged and to deal with the salvage in a reasonable manner; and
- b) to undertake in the name and on behalf of You the absolute conduct, control and settlement of any proceedings and to take proceedings at our own expense and for our own benefit but in Your name to recover compensation or secure indemnity from any third party in respect of anything covered by the Certificate. You must provide all necessary information, documents and reasonable assistance as We may require.

### **Participant Duty**

- a) Participant shall take all reasonable precautions for the safety and protection of the covered Device (s) at all times.
- b) Participant must notify Us if there are any Material Changes to the Device (s) shown on the Certificate

### **When the Cover Stops**

This cover shall terminate automatically upon the earliest occurrence of the following events:

- a) any contribution due under this certificate remaining unpaid after the contribution due date; or
- b) when the cover is cancelled by Us;
- c) Participant sell or transfer ownership of Your Device (s) in any way;
- d) The Device (s) is modified or altered in any way, or the electronic identity of the Device (s) is altered; or
- e) You change Your Device (s) for any reason other than under a manufacturer's warranty exchange scheme or a Claim under the Certificate;

### **Cancelling The Cover**

Both of us reserve the rights to cancel this Certificate at any time during its currency by serving to the other seven (7) days' notice in writing. The cover will cease at the end of the seven days and a pro-rata refund of contribution will be allowed for the balance of the period of cover in force.

#### **Other Takaful**

We do not cover any Accidental Damage covered under a more specific certificate or any other similar Device (s) Takaful subscribed to by You.

#### **Law And Jurisdiction**

The Master Certificate is subject to Malaysian laws and in the event of dispute, will be determined by a competent Court in Malaysia

#### **Arbitration**

Any dispute, difference or question which may arise at any time hereafter between the parties in relation to the true construction of this Certificate or the rights or liabilities of parties hereto shall be referred to arbitration. The Master Certificate shall be subject to the jurisdiction of the Malaysian courts and to the Malaysian laws.

The arbitration shall be heard by a single arbitrator to be agreed by the parties hereto within fourteen (14) days of the commencement of the arbitration. In default of agreement, the disputing parties shall be bound by the appointment of the arbitrator in accordance with and subject to the provisions of the Arbitration Act of Malaysia or any statutory modification or reenactment thereof for the time being in force.

#### **Complaints**

If you are not happy with your service, You may contact Microsoft directly at the following address: Device (s) Extended Service Plan Business, Microsoft Regional Sales Corp., 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968. Please quote Your name and address, and the membership number as shown on the Certificate.

If You are not happy with Microsoft's response, You may write to Us directly to Our Customer Service Representative as per address below. Please quote Your name and address, and the membership number as shown on the Certificate.

Customer Complaints Unit

#### **MAA Takaful Berhad**

8th Floor, No 566 Jalan Ipoh, 51200 Kuala Lumpur

Tel: 03-6287 6666

Fax: 03-6259 0088

[www.maatakaful.com.my](http://www.maatakaful.com.my)

#### **IMPORTANT NOTICE TO CERTIFICATE HOLDER**

Avenue to resolve Your Takaful Complaint

If you are not satisfied with Our response or decision, You may submit Your complaint to the avenue below. Kindly check with Our Company's Complaints Unit on the proper avenue for dealing with Your Complaint.

Other Avenue to Resolve Your Complaint:

Customer Service Bureau (CSB)

Jabatan Pengawalan Insurans,

Bank Negara Malaysia,

Jalan Dato' Onn,

50480 Kuala Lumpur.

Tel. No.: 03-2698 8044

Fax No.: 03-2694 5986

If Your complaint is still not resolved to Your satisfaction, You can ask for a free and independent assessment within six months of Our final decision from:

Biro Pengantaraan Kewangan/The Financial Mediation Bureau

Tingkat 25, Dataran Kewangan Darul Takaful

4, Jalan Sultan Sulaiman

50000 Kuala Lumpur

Tel: 03-22722811 Fax: 03-22745752

#### **IMPORTANT**

You shall read this Certificate carefully, and if any error or misdescription be found herein, or if the cover be not in accordance with Your wishes, advice should at once be given to Us and the Certificate returned for attention.