



MICROSOFT COMPLETE FOR BUSINESS

COMMERCIAL SURFACE EXTENDED WARRANTY PROGRAM

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

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

1. Coverage

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

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

Accidental Damage.

You are covered for a maximum of two (2) claims during the Contract Term for the repair or replacement cost of Your Product in the event of Accidental Damage subject to the Limit of Liability herein. Cover under this Contract 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 Cover.

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

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

2. DEFINITIONS

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

Accidental Damage

Physical damage to the covered Product following a sudden and unforeseen accident which affects the functionality of Your Product and is not otherwise specifically excluded from this Contract.

Breakdown

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

Confirmation Letter

The letter issued by Microsoft after You purchase this Contract.

Consequential Loss

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

Contract Term**General**

Cover under this Contract starts at the time of purchase and continues for the period as confirmed on Your Confirmation Letter, subject to receipt of Your service fee as evidenced by Your Proof of Purchase. Cover under this Contract will end automatically with immediate effect following the successful resolution of the maximum replacements allowed under Your Contract.

Surface

This Contract will end automatically with immediate effect following the successful resolution of a second Accidental Damage claim. This period may be extended by renewal.

Limit of Liability

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

Microsoft/Microsoft's

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

Product

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

Proof of Purchase

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

Reasonable Precautions

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

Territorial Limits

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

You/Your

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

3. SPECIFIC ACCIDENTAL AND BREAKDOWN EXCLUSIONS**A. General**

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

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

B. Surface

1. Accidental Damage to or Breakdown of, any additional equipment or accessories for Your Product e.g. detachable keyboards.

4. GENERAL EXCLUSIONS

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

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

5. GENERAL CONDITIONS**Reasonable Precautions**

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

Law

This Contract shall be governed by Hong Kong law.

6. TERMINATION**a. Your Termination Rights**

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

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

b. Our Termination Rights

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

c. Automatic Termination

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

7. CLAIMS PROCEDURE

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

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

Fraud

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

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

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

- a. Before requesting Product Service or Technical Support, please use the troubleshooting tips at www.surface.com/support.
- b. If the troubleshooting tips do not resolve Your problem, then follow the online process to request Product Service or Technical Support at www.surface.com/support.
- c. Back up Your hard drive and delete confidential information. Before agreeing for Your Product to be collected by Microsoft, be sure to:
 - i. BACK UP YOUR HARD DISK DRIVE AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS YOU WANT TO SAVE. MICROSOFT AND RETAILERS ARE NOT RESPONSIBLE FOR YOUR DATA OR PROGRAMS AND MAY ERASE THEM; AND
 - ii. DELETE ANYTHING YOU CONSIDER CONFIDENTIAL. MICROSOFT AND RETAILERS ARE NOT RESPONSIBLE FOR YOUR PRIVACY IF YOU LEAVE CONFIDENTIAL INFORMATION ON YOUR DEVICE.

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

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

Microsoft's Responsibility:

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

Your Responsibilities:

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

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

8. DATA PROTECTION & PRIVACY STATEMENTS**Data Transfer Consent**

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

Data Protection Policy

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

Sensitive Information

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

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

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

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

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

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

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

Your Rights

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

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

Marketing

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

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

9. COMPLAINTS PROCEDURE

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

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

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