

## “MICROSOFT EXTENDED WARRANTY SERVICE CONTRACT”

### Commercial Service Contract Terms & Conditions (“Contract”)

Please keep this important terms and conditions (“**Service Contract**”, “**Contract**”), and the **Proof of Purchase** together in a safe place, as these will be needed at time of **Claim**. The information contained in this **Contract** is intended to serve as a valuable reference guide to help **You** determine and understand “WHAT IS COVERED” under **Your Contract** to which **You** are entitled. For any questions regarding the information contained in this **Contract** or **Your Coverage** in general, please contact the **Administrator** toll-free at 1-800-642-7676.

#### DEFINITIONS

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

- **Accidental Damage**: refers to accidental damage from handling; meaning such as damage resulting from unintentionally dropping the **Covered Product**, liquid spillage, or in association with screen breakage.
- **Breakdown**: the mechanical and/or electrical failure of the original **Covered Product** that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship and NOT normal wear and tear, and that occurs during normal use of the **Product**.
- **Claim**: a request **Repair** for **Replacement** in accordance with this **Contract** sent by the **Holder**.
- **Contract Holder**, “**Holder**”: the original purchaser/owner of the **Product** that is to be **Covered** under the provisions of this **Service Contract**.
- **Covered Product**, “**Product**”: the eligible **Microsoft** Surface series device purchased by the **Holder** that is to be **Covered** under this **Service Contract**. (NOTE: **Coverage** includes power cord, and for Studio series only, a keyboard and display monitor; ONLY when such have been supplied by **Microsoft** within a single, all-in-one packaged purchase.)
- **Deductible**: the amount the **Holder** is required to pay, per **Claim**, for services **Covered** under this **Contract** (if any).
- **Microsoft**, **Manufacturer**: the original equipment **Manufacturer** of the **Covered Product**.
- **Power Surge**: damage to the **Product** resulting from an oversupply of voltage to the **Holder’s Product** while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but NOT including damages resulting from the improper installation or improper connection of the **Product** to a power source.
- **Product Purchase Price**: the amount paid by the **Holder** for the **Covered Product**; excluding any applicable taxes and/or fees as indicated on the **Proof of Purchase**.
- **Proof of Purchase**: the original purchase receipt provided at the point of sale that confirms the date in which this **Contract** and **Covered Product** was purchased, as well as the **Term** period.
- **Replace** or “**Replacement(s)**”: an item supplied to the **Holder** through **Our** arrangement in the event of a **Covered Claim**. (NOTE: **We** reserve the right to **Replace** the original **Covered Product** with a new, rebuilt or refurbished item of equal or similar features and functionality, and **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or color as the original **Covered Product**.)
- **Retailer**: the seller that has been authorized by **Microsoft** and **Us** to sell this **Contract** to the **Holder**.
- **Service Contract**, “**Contract**”: this document detailing all **Coverage** provisions, conditions, exclusions and limitations for the **Microsoft** Extended Hardware Service program that has been provided to **Holder** upon purchase completion from **Our Retailer**.
- **Term**: the period of time shown on the **Holder’s Proof of Purchase** which represents the duration in which the provisions of this **Contract** are valid.
- **We**, “**Us**”, “**Our**”, “**Provider**”, “**Obligor**”, “**Administrator**”: Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21<sup>st</sup> Fl., Cleveland, OH 44114; unless otherwise specified in the SPECIAL JURISDICTIONAL REQUIREMENTS section of this **Contract** and applicable to the **Holder’s** jurisdiction).

#### TERRITORY

This **Service Contract** is valid and eligible for purchase in the following jurisdictions only: the continental United States of America, plus Alaska and Hawaii. (NOTICE: all outlying U.S. territories, including but not limited to Puerto Rico, and all Canadian provinces/territories are expressly **EXCLUDED**.)

#### CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage** for damages to the **Product** resulting from a defined **Power Surge** event begins upon **Product** purchase date and continues for the **Term** shown on the **Holder’s Proof of Purchase**.
2. **Coverage** for a defined **Breakdown** begins upon expiration of the **Manufacturer’s** original warranty and continues for the remainder of the **Term** shown on the **Holder’s Proof of Purchase**.

#### PRODUCT ELIGIBILITY

In order to be eligible for **Coverage** (defined below) under this **Contract**, the merchandise must: (a) be an eligible **Microsoft** Surface or Studio series device purchased from an authorized **Retailer**; (b) **NOT** be a **Microsoft** Surface Hub series device; and (c) **NOT** be **Covered** under any other insurance, warranty, guarantee and/or **Service Contract** providing the same benefits as outlined herein.

**PLEASE READ THIS ENTIRE CONTRACT DOCUMENT CAREFULLY.**

## WHAT IS COVERED – GENERAL

During the **Contract Term** described above, in the event of a **Covered Claim** for a **Breakdown** or **Power Surge** event, this **Service Contract** provides for a **Replacement** for the original **Covered Product**, at **Our** sole discretion ("**Coverage**", "**Covered**", "**Cover**"). Refer to the "**COVERED ESSENTIALS**" provisions below that is applicable to the **Covered Product** type for additional details regarding what is **Covered**:

- ▶ **Covered Essentials for Microsoft "Surface" Series:** Surface tablet, laptop or book plus associated power supply unit with attaching cords are **Covered** under this **Plan**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.  
**NOTICE – EXPRESSLY EXCLUDED ITEMS:** digital pen, typecover, standalone keyboards, mouse and add-on items are NOT **Covered** under this **Plan** (regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ **Covered Essentials for Microsoft Surface "Studio" Series:** Studio desktop computer plus associated power supply unit with attaching cords, mouse and keyboard are **Covered** under this **Plan**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.  
**NOTICE – EXPRESSLY EXCLUDED ITEMS:** digital pens and any other accessories or add-on items that are NOT listed in the "**Covered essentials**" provision above are NOT **Covered** under this **Plan** (regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).
- ▶ **Coverage of Replacement Product:** A **Replacement** provided under this **Plan** will be automatically considered as the "**Covered Product**" referenced throughout the provisions of this **Contract**, and **Coverage** for such **Replacement** will continue for the remainder of **Your** current **Contract Term** (assuming there is remaining time under **Your** current **Term** and that the **Limit Of Liability** has not been reached). A **Replacement** will not extend **Your** current **Contract Term**.

## OPTIONAL ADDITIONAL COVERAGE: DRIVE (SSD) RETENTION OPTION

When selected and purchased by the **Holder** and is indicated on the **Proof of Purchase**, this additional coverage will provide the **Holder** the option to retain the solid state drive (SSD) of the **Covered Product** in the event of a covered **Breakdown**. **Your** serviced **Covered Product** will include a new SSD at no additional charge. This **Coverage** is only available on **Microsoft** devices in which the SSD is marketed as removable on the Technical Specifications sheet for **Your Covered Device**.

## OPTIONAL ADDITIONAL COVERAGE: NEXT BUSINESS DAY SHIPPING SERVICE

When selected and purchased by the **Holder** and is indicated on the **Proof of Purchase**, this additional coverage provides for overnight carrier delivery service of a **Replacement** determined by **Us** to the **Holder's** location on file as follows:

- a) One (1) Business Day following **Claim** authorization if **Claim** authorization occurs prior to 2:00 p.m. CST; or
- b) Two (2) Business Days if **Claim** authorization occurs after 2:00 p.m. CST.

Overnight delivery is subject to availability of **Our** authorized overnight delivery carriers.

- For the purpose of this **Optional Coverage** Upgrade provision, "**Business Day**" refers to Monday through Friday, excluding standard U.S. holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day).

## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. Determination of a **Covered Replacement** is at **Our** sole discretion.
  - ▶ 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 the **Holder** in advance of **Our** receipt of the defective **Product**. In exchange, the original defective **Covered Product** must be returned to us within ten (10) calendar days of confirmed delivery receipt of the **Replacement Product**. If the original defective **Product** is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the **Replacement Product**, the **Holder** will be assessed a non-returned device fee equal to the MSRP of the **Replacement Product**.
  - ▶ A **Replacement** provided under this **Contract** will be automatically considered as the "**Covered Product**" referenced throughout the provisions of this **Contract**, and **Coverage** for such **Replacement** will continue for the remainder of the current **Contract Term** (assuming there is remaining time under the current **Term** and that the **Limit Of Liability** has not been reached). A **Replacement** will not extend the current **Contract Term**.
  - ▶ **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, size, dimension or color as the original **Covered Product**.
  - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the original **Covered Product**, and in such situation, this **Contract** shall not provide **Holder** with any reimbursement for such a price difference.
  - ▶ Any and all **Covered Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. **Coverage** described under this **Service Contract** shall not replace or provide any duplicative benefits during any valid **Manufacturer's** warranty period. During such period, anything **Covered** under the **Manufacturer's** warranty is the sole responsibility of the **Manufacturer** and shall NOT be **Covered** under this **Contract**; regardless of the **Manufacturer's** ability to fulfill its obligations.
- C. **Coverage** under this **Service Contract** is limited to that which is specifically described in this document, as applicable to the **Covered Product** type. Anything NOT specifically expressed herein is NOT **Covered** (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** designees).
- D. **Your** responsibilities: It is **Your** responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services **Covered** under this **Contract**. Software and/or data transfer or restoration services are NOT **Covered**.

## DEDUCTIBLE

No **Deductible** payment is required in order to receive **Coverage** under this **Contract**.

## HOW TO FILE A CLAIM

**IMPORTANT: The submission of a Claim does NOT automatically mean that the problem with the Product is Covered under this Service Contract. In order for any Claim to be considered for Coverage under this Contract, the Holder must first contact Us for initial diagnosis of the problem with the Covered Product.**

For best service, have the **Holder's Proof of Purchase** readily available and call **Us** toll-free at 1-800-642-7676 or visit [www.microsoft.com/surface/business/extended-service-warranty](http://www.microsoft.com/surface/business/extended-service-warranty). **Our** authorized representatives will promptly obtain details regarding the issue the **Holder** is experiencing with the **Product** and will provide details regarding how **Covered** services may be provided under this **Contract**. (See "**HOW COVERED SERVICE(S) WILL BE PROVIDED**" section below for additional information.)

The affected **Product** should never be returned to the **Retailer** or shipped anywhere unless **We** have provided instructions to do so. **Coverage** is only provided for eligible services that are conducted by a servicer, **Retailer**, or depot center which has been authorized by **Us**.

This **Contract** may not provide any **Coverage** if the **Holder** makes unauthorized repairs.

## HOW COVERED SERVICE(S) WILL BE PROVIDED

Determination of whether the original **Covered Product** will be **Replaced** is determined at **Our** sole discretion, based on the particular problem experienced with the **Product** and expressly subject to the **LIMIT OF LIABILITY** and **GENERAL EXCLUSIONS** sections of this **Contract**.

Once **Coverage** has been confirmed, **We** will provide for the pre-paid shipping of the affected **Product** to **Our** designated location, as well as the shipment of a **Replacement** (as determined by **Us**) back to the **Holder's** registered location on file.

**Holder** must ensure the following are included in the pre-paid shipping package when sent to **Us**:

1. The affected **Covered Product**;
2. Copy of **Product's Proof of Purchase**;
3. Brief written description of the problem being experienced with the **Product**;
4. A prominent notation of the service request number given to **Holder** when **Claim** was initiated.

In the event the **Holder's Term** expires during the time of an approved **Claim**, **Coverage** under this **Contract** will be extended until the date in which that approved **Claim** in progress has been fulfilled completely in accordance with the provisions of the **Holder's Contract**. Once such in-progress **Claim** has been completed, **Coverage** under this **Service Contract** will end (subject to the **RENEWABILITY** provision).

## LIMIT OF LIABILITY

**AGGREGATE LIMIT OF LIABILITY:** For all **Covered Claims**, the cumulative maximum amount that **We** are obligated to pay is the amount equal to the **Product Purchase Price** shown on the **Holder's Proof of Purchase** ("**Aggregate Limit**"). The **Repair** and **Replacement** limits that accumulate towards this **Aggregate Limit** are calculated as follows:

### AGGREGATE LIMIT FOR COVERED CLAIMS:

- ▶ **Repair:** The maximum benefit that **We** will provide for all **Covered Services** under the provisions of this **Service Contract** will not exceed the amount equal to the original **Product Purchase Price**.  
**NOTICE** – Once this limit is reached, our obligations will be considered fulfilled entirely and coverage under this **Plan** will end; regardless of any remaining time under the current **Contract Term**.  
Or,
- ▶ **Replacement:** Up to two (2) **Replacements**, provided at **Our** sole discretion, with **Covered Claims**.  
**NOTICE** – Once this limit is reached, our obligations will be considered fulfilled entirely and **Coverage** under this **Plan** will end; regardless of any remaining time under the current **Contract Term**.

**In addition to the above, please be advised of the following: Northcoast Warranty Services, Inc. (including its affiliates specified in the GUARANTY and SPECIAL JURISDICTIONAL REQUIREMENTS sections of this Contract) shall not be liable for any incidental or consequential damages in association with the rendering of Covered services under the provisions of this Contract; including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, or ADH or Power Surge event, any non-defined mechanical/electrical failure, its support or training services provided separately by any party, or any other kind of damage of or in association with the Covered Product; including, but not limited to any non-covered equipment used in association with the Covered Product; (ii) delays in rendering Covered services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by the customer associated with customized installations to fit the Covered Product such as third party stands, mounts and, customized alcoves and the like; or (v) a Replacement that is a different model, size, dimension or color as the original Covered Product. We shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the Covered Product or a Replacement provided under the provisions of this Contract. We shall not be liable for any and all Pre-Existing Conditions (as defined in the GENERAL EXCLUSIONS section) known to the Holder; including any inherent product flaws.**

## GENERAL EXCLUSIONS

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

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| <ul style="list-style-type: none"><li>A) <b>Accidental damage.</b></li><li>B) <b>Pre-existing conditions incurred or known to you ("pre-existing conditions" refers to damages or defects associated with the product that existed before this contract was purchased).</b></li><li>C) <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.</b></li><li>D) <b>Any indirect loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined breakdown, or accidental damage event, any non-defined mechanical/electrical failure, training services provided</b></li></ul> | <p><b>separately by MICROSOFT or its affiliates, or any other kind of damage of or in association with the product; including, but not limited to any non-covered equipment used in association with the product; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by you associated with customized installations to fit the product such as third party stands, mounts, and customized alcoves and the like; or (v) a replacement that is a different model, size, dimension or color as the previous product. We shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the product or a replacement</b></p> |
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- provided under the provisions of this contract.
- E) **Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by us or other than in accordance with manufacturer's specifications.**
- F) **Damage from freezing, overheating, rust, corrosion, warping or bending.**
- G) **Wear and tear, or gradual deterioration of product performance.**
- H) **The intentional treatment of the product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.**
- I) **Damage to or malfunction of your product caused by or attributed to the operation of a software virus or any other software based malfunction.**
- J) **Loss, theft, or malicious mischief or disappearance.**
- K) **Damage resulting from electricity or power fluctuations, unless related to power surge as defined;**
- L) **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 or smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction.**
- M) **Lack of performing the manufacturer's recommended maintenance, operation, or storage of the product in conditions outside of the manufacturer's specifications or instructions.**
- N) **Product(s) that are 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.**
- O) **Product(s) that have removed or altered serial numbers.**
- P) **Cosmetic damage however caused to your product, including marring, scratching and denting unless such cosmetic damage results in loss of functionality.**
- Q) **Normal periodic or preventive maintenance, adjustment, modification or servicing.**
- R) **Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.**
- S) **Cost of component parts not covered by the product's original manufacturer's warranty, 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.**
- T) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the product.**
- U) **Any cost arising as a result of the failure of any item that is intended to be a consumable item.**
- V) **Any claim where proof of purchase had not been provided except where we agree to transfer the benefit of the contract.**
- W) **Any claim for the restoration of software or data, or for retrieving data from your product.**
- X) **Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.**
- Y) **Any servicing that would violate any u.s. economic or trade sanctions;**
- Z) **Any services performed in conflict with the territory provision of this service contract.**

This Service Contract does not cover restoration of software or data, or data retrieval to/from the Covered Product, and We are unable to transfer any data to any Replacement that may be provided under the provisions of this Contract. In no event will We be responsible for the restoration of software or data, or for retrieving data from any original Covered Product or equipment associated therewith.

If the Covered Product experiences an occurrence that is determined to be 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 the Holder is responsible for all costs in association with such service; including any shipping and/or on-site servicing costs.

#### RENEWABILITY

After the **Contract Term** expires, **We**, at **Our** discretion, may offer the **Holder** the option to renew **Coverage**. If **We** offer renewal, the renewal price quoted will reflect the age of the **Holder's Product** and the prevailing **Product Replacement** cost at the time of the renewal.

#### TRANSFERABILITY

**Coverage** under this **Contract** cannot be transferred to any other party or item.

#### GUARANTY

This is not an insurance policy; it is a **Service Contract**. **We** have obtained an insurance policy to insure **Our** performance under this **Contract**. Should **We** fail to pay any **Claim** or fail to **Replace** the **Product Covered** under this **Contract** within sixty (60) days after the **Claim** has been submitted, or in the event the **Holder** cancels this **Contract** and **We** fail to refund any unearned portion of the **Contract** price, the **Holder** is entitled to make a direct **Claim** against the insurer, Wesco Insurance Company, at 866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

#### CANCELLATION

The **Holder** may cancel this **Contract** at any time by informing the **Administrator** at 1-800-642-7676 (or in writing) of the cancellation request. **NOTICE:** The following cancellation provisions apply to the original purchaser of this **Contract** only. NO CANCELLATION FEE APPLIES.

##### IF HOLDER CANCELS THIS CONTRACT:

1. Within 30 days of the **Contract** purchase date, the **Holder** will receive a 100% refund of the full **Contract** purchase price paid by the **Holder**, minus any **Claims** paid by **Us** (except in Georgia, Missouri & Nevada where **Claims** deduction is prohibited). If the **Holder's** refund is not paid or credited within thirty (30) days after their cancellation request to **Us**, **We** will add an extra 10% to the **Holder's** due refund for every thirty (30) days the refund is not paid by **Us**.
2. After 30 days from the **Contract** purchase date, the **Holder** will receive a pro-rata refund of the **Contract** purchase price paid by the **Holder**, minus any **Claims** paid by **Us** (except in Arizona, Georgia, Missouri & Nevada where **Claims** deduction is prohibited).

##### WE MAY ONLY CANCEL THIS CONTRACT FOR:

1. Non-payment of the **Contract** purchase price/fee by the **Holder**;
2. Material misrepresentation by the **Holder**; or
3. Substantial breach of duties under this **Contract** by the **Holder** in relation to the **Covered Product** or its use.

If **We** cancel this **Contract**, **We** will provide written notice to the **Holder** at least 15 days (30 days in Georgia) (21 days in Washington) prior to the effective date of **Cancellation**. Such notice will be sent to the **Holder's** 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**, the **Holder** will receive a refund based upon the same criteria as outlined above. **Notice:** If the purchase of this **Contract** was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the **Holder**.

## COMPLAINTS PROCEDURE

It is always the intention to provide the **Holder** with a first class service. However, if the **Holder** is not happy with the service please notify one of **Our** representatives as outlined on the **Proof of Purchase**.

**We** will reply within five (5) working days from when **We** receive the **Holder's** complaint. If it is not possible to give the **Holder** a full reply within this time (for example, because a detailed investigation is required), **We** will give the **Holder** an interim response telling the **Holder** what is being done to deal with the **Holder's** complaint, when the **Holder** can expect a full reply and from whom. In most cases the **Holder's** complaint will be resolved within four (4) weeks.

## PRIVACY AND DATA PROTECTION

### DATA PROTECTION

**We** are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the Data Controller is **Microsoft**. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at [Microsoft.com/privacy](https://Microsoft.com/privacy).

### HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

**We** will process the personal data, being any information relating to an identified or identifiable natural person, **We** hold about **You** in the following ways:

- o For the purposes of providing handling **Claims** and any other related purposes. This may include decisions made via automated means, this is for the performance of the contract between **Us** and **You**.
- o For research or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyze historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and for legal obligations based on a jurisdiction outside of the United States of America.
- o To provide **You** with information, products or services that you request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
- o To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- o To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet **Our** legal and regulatory obligations based on a jurisdiction within the United States of America.

### DISCLOSURE OF YOUR PERSONAL DATA

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include, group companies, agents, third party administrators, insurers, credit agencies, fraud detection agencies, solicitors/barristers, accountants, regulatory authorities, and as may be required by law.

### YOUR RIGHTS

**You** have the right to:

- a) Object to the processing of **Your** personal data for direct marketing purposes at any time;
- b) Object to the processing of **Your** personal data where processing is based on **Our** legitimate interests;
- c) Access and obtain a copy of the personal data in **Our** control and information about how and on what basis this personal data is processed;
- d) Request erasure of **Your** personal data;
- e) Ask to update or correct any inadequate, incomplete or inaccurate data.
- f) Restrict the processing of **Your** data.
- g) Ask **Us** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another data controller, but in each case only where the processing is based on **Your** consent or on the performance of a contract with **You** and the processing is carried out by automated means;
- h) Lodge a complaint with the local data protection authority;
- i) Withdraw **Your** consent at any time where processing is based on **Your** consent, without affecting the lawfulness of processing based on consent before its withdrawal.

### RETENTION

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the **Contract**, or business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website ([Microsoft.com/privacy](https://Microsoft.com/privacy)) for full address details.

## GENERAL PROVISIONS

**Subcontract.** **We** may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to the **Holder** when doing so.

**1. 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.

2. **Notices.** the **Holder** expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address the **Holder** 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 the **Holder** is considered delivered when sent to the **Holder** by email or fax number that the **Holder** provided to **Us**, or three (3) days after mailing to the street address the **Holder** provided.

#### ENTIRE AGREEMENT

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

**Microsoft** and Surface are trademarks of the **Microsoft** group of companies.

#### SPECIAL JURISDICTIONAL REQUIREMENTS

**Regulation of commercial service contracts varies based on state of purchase and Retailer location. Any provision within this Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which the Holder is located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.**

##### **CONNECTICUT ONLY – This Contract is amended as follows:**

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and the Contract Holder.

Additional Disclosure Statements: In the event of a dispute with Administrator, the Contract Holder may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product and a copy of the warranty Service Contract.

GUARANTY is amended as follows: If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event the Contract Holder cancels this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, file a claim against the insurer, Wesco Insurance Company at 59 Maiden Lane, 43rd Floor, New York, NY 10038, by calling 1-866-505-4048.

CANCELLATION is amended as follows: This Service Contract may be cancelled by the Service Contract Holder if the Device covered under this Service Contract is returned, sold, lost, stolen or destroyed.

##### **FLORIDA ONLY – This Contract is amended as follows:**

The definition of "We", "Us", "Our", "Administrator" is deleted and replaced with the following: "We", "Us", "Our", "Administrator" means the party 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 Technology Insurance Company, Inc., License No. 03605, 59 Maiden Lane, 43rd Floor, New York, NY 10038. This Service Contract is between the Provider, Technology Insurance Company, Inc. (License No. 03605) and the Contract Holder.

GUARANTY is deleted and replaced with the following: This is not an insurance policy, it is a Service Contract.

Additional Disclosure Statements: The rates charged to the Contract Holder for this Service Contract are not subject to regulation by the Florida Office of Insurance Regulation.

CANCELLATION is deleted and replaced with the following: The Contract Holder may cancel this Service Contract by informing Us or the selling dealer of the cancellation request. In the event the Service Contract is canceled by the Contract Holder, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on the Contract Holder's behalf. In the event the Service Contract is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any Claims that have been paid or less the cost of repairs made on the Contract Holder's behalf.

##### **GEORGIA ONLY – This Contract is amended as follows:**

Added Disclosure Statement: This Service Contract will be interpreted and enforced according to the laws of the state of Georgia.

CANCELLATION is amended as follows: The Provider may only cancel this Service Contract for fraud by the Contract Holder, material misrepresentation by the Contract Holder, or nonpayment by the Contract Holder. In no event will Claims be deducted from any refund. In no event will there be an administration or cancellation fee if cancelled by Us or the Administrator.

WHAT IS NOT COVERED – Only unauthorized product repairs, modifications or alterations performed after the effective date of the Service Contract are excluded.

PRE-EXISTING CONDITIONS – The "Pre-Existing Conditions" definition is deleted and replaced with: conditions that were caused by the Contract Holder or known by the Contract Holder prior to purchasing this Service Contract.

##### **ILLINOIS ONLY – The following disclosure statement is added to this Contract:**

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to normal wear and tear after the effective date of this Service Contract.

##### **INDIANA ONLY – This Contract is amended as follows:**

Additional Disclosure Statements: This Contract is not insurance and is not subject to Indiana insurance law. The Contract Holder's proof of payment to the Retailer for this Service Contract shall be considered proof of payment to the insurance company which guarantees Our obligations to the Contract Holder. If We fail to perform or make payment due under this Contract within sixty (60) days after the Contract Holder requests the performance or payment, the Contract Holder may request the performance or payment directly from the insurer that issued the provider's Service Contract reimbursement policy, including any applicable requirement under the Contract that the provider refund any part of the cost of the Contract upon cancellation of the Contract.

PRE-EXISTING CONDITIONS – The "Pre-Existing Condition:" definition is deleted and replaced with: conditions that were caused by the Contract Holder or known by the Contract Holder prior to purchasing this Service Contract.

**OREGON ONLY – This Contract is amended as follows:**

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and the Contract Holder.

HOW TO FILE A CLAIM – Call Us toll-free at 1-800-642-7676 or visit <https://www.microsoft.com/surface/en-us/support/surface-hub> to obtain a repair authorization number prior to having any repairs made to the Product. Contact is available 24/7. Failure to call in and report the claim may result in non-payment.

As used in the “PRIVACY AND DATA PROTECTION” section of this Contract, the word “data” refers to non-proprietary information.

NOTICE: If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the Contract Holder. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us.

**UTAH ONLY – This Contract is amended as follows:**

This Service Contract is an agreement between the Obligor/Provider, Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114, 866-927-3097 and the Contract Holder.

Added Disclosure Statements: Coverage afforded under this Service Contract is not guaranteed by the Property and Casualty Guaranty Association. This Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

CANCELLATION – Is amended as follows: We may only cancel this Service Contract for material misrepresentation by the Contract Holder, nonpayment by the Contract Holder or a substantial breach of contractual duties by the Contract Holder relating to the covered property or its use. If We cancel this Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

HOW TO FILE A CLAIM – Call Us toll-free at 1-800-642-7676 or visit <https://www.microsoft.com/surface/en-us/support/surface-hub> to obtain a repair authorization number prior to having any repairs made to the Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.

**WASHINGTON ONLY – This Contract is amended as follows:**

Added Disclosure Statement: The State of Washington is the jurisdiction for any civil action in connection with this Contract.

WHAT IS NOT COVERED – What is excluded from coverage is limited to that which is expressly stated under the “GENERAL EXCLUSIONS” section of this Service Contract. GUARANTY is amended to include: You are entitled to apply directly for any refund, payment or performance due with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 866-505-4048.

HOW TO FILE A CLAIM – Call Us toll-free at 1-800-642-7676 or visit <https://www.microsoft.com/surface/en-us/support/surface-hub> to obtain a repair authorization number prior to having any repairs made to the Product. Contact is available 24/7. Failure to call in and report the claim will result in non-payment.