"MICROSOFT COMPLETE FOR BUSINESS FOR SCHOOLS"

Commercial Service Contract
Terms & Conditions

CONSUMER RIGHTS: FOR AUSTRALIAN CUSTOMERS, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. FOR MAJOR FAILURES, YOU ARE ENTITLED TO CANCEL YOUR SERVICE CONTRACT WITH US AND TO A REFUND FOR THE UNUSED PORTION, OR TO COMPENSATION FOR ITS REDUCED VALUE. YOU ARE ALSO ENTITLED IF A FAILURE RECTIFIED IN A REASONABLE TIME. IF THIS IS NOT DONE, YOU ARE ENTITLED TO A REFUND FOR THE GOODS AND TO CANCEL THE CONTRACT FOR THE SERVICE AND OBTAIN A REFUND OF ANY UNUSED PORTION. YOU ARE ALSO ENTITLED TO BE COMPENSATED FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE FROM A FAILURE IN THE GOODS OR SERVICE. THE BENEFITS OFFERED BY THIS WARRANTY ARE IN ADDITION TO ANY CONSUMER GUARANTEES RELATING TO THE PRODUCT UNDER THE COMPETITION AND CONSUMER ACT 2010 (AUSTRALIAN CONSUMER LAW) AND ANY OTHER STATE AND TERRITORY LEGISLATION. THIS SERVICE CONTRACT IS AN ADDITIONAL GUARENTEE AND ITS TERMS DIFFER FROM THOSE STATUTORY GUARANTEES.

Please keep this important terms and conditions document 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 **Us**.

DEFINITIONS

Throughout this **Service Contract**, the following capitalised and bolded words have the stated meaning:

- **"Accidental Damage":** refers to accidental damage from handling, meaning such damage resulting from unintentionally 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 policy **We** purchased from the **Insurer**. **You** may access a copy of the Product Disclosure Statement ("**PDS**") regarding **Accidental Damage Coverage** at* http://aka.ms/au-pds.

- **"Administration Fee":** the amount **You** are required to pay, per **Claim**, for certain services **Covered** under this **Contract** (if any).

- **"Basic Cover" or "Premium Cover":** means the level of **Cover** offered by **Microsoft** pursuant to this **Service Contract.**

- **"Breakdown":** the mechanical and/or electrical failure of the **Covered Product** that results in it no longer being able to perform its intended function, including defects in materials or workmanship and not normal wear and tear, and that occurs during normal use of the **Product**. *Breakdown Coverage for the **Plan(s)** are provided to **You** by **Us***.

- **"Claim(s)":** a request for **Coverage** made by **You** in respect to **Breakdown Coverage**, or against the **Insurer** in respect to **Accidental Damage** in accordance with the PDS.

- **"Coverage", "Covered", "Cover":** has the meaning given in the "What Is **Covered** – General" section of this **Contract**.

- **"Covered Product", "Product":** the eligible **Microsoft** Surface series device purchased by **You** that is to be **Covered** under this **Contract**, excluding Surface Hub and Surface Duo models.

- **"Insurer":** Technology Insurance Company, Inc.

- **"Limit of Liability": Our** maximum liability to **You** for any **Claim** and in total during the **Term** of the **Contract** as detailed in the "**Coverage Plan** Options" section.

- **"Manufacturer", "Microsoft":** the original equipment Manufacturer of the **Product**. Website is www.microsoft.com.

- **"Plan":** the specific "**Coverage Plan** Options" section under this **Contract** that **You** have selected and purchased, as confirmed on **Your Purchase Order**.

- **"Purchase Order":** a numbered document that confirms the purchase date of this **Contract** in respect of the **Covered Product**, **Your** name and address, the **Contract Coverage Term**, and specific **Plan You** purchased. This **Contract** is not valid without a **Purchase Order**.

- **"Repair(s)":** the actions **We** (or **Our Service Provider**) take to mend, remedy, or restore **Your Covered Product** to a sound functioning state upon **Your Claim** being approved. Parts used to **Repair** the **Covered Product** may be new, used, refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original **Product**.

- **"Replace", "Replacement":** an item supplied to **You** through **Our** arrangement in the event **We** or the **Insurer** determine the **Covered Product** is not suitable for **Repair**. **We** reserve the right to **Replace** the **Covered Product** with a new, rebuilt, or refurbished item of equal or similar features and functionality. **We** make no guarantee that a **Replacement** will be the same model, size, dimensions, or colour as the previous **Covered Product**.

- **"Retailer":** the seller that has been authorised by **Us** to sell this **Contract** to **You**.

- **"Service Contract", "Contract":** this document detailing all **Coverage** provisions, conditions, exclusions and limitations for the **Microsoft** Complete for Business for Schools **Contract** that has been provided to **You** upon purchase completion of the **Plan**.

- **"Service Provider":** the **Repair** provider authorised by **Us** to **Repair Your Covered Product(s)** at **Your** designated physical address.

- **"Term":** the period of time shown on **Your Purchase Order** which represents the duration in which the provisions of this **Contract** are valid.

- **"We", "Us", "Our", "Provider", "Administrator":** the party or parties obligated to provide service under this **Contract** as the **Contract Provider**/obligor, as well as handle the administration under this **Contract** as the **Administrator**, who is Microsoft Australia Pty. Ltd., 1 Denison St, North Sydney NSW 2060, Australia.

- **"You", "Your, Schools Contract Holder":** the education establishment that purchased the **Product Covered** under the provisions of this **Contract**.

TERRITORY

This **Service Contract** is valid and eligible for purchase in Australia only.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage** for **Accidental Damage** begins on the purchase date as shown on **Your Purchase Order** and **Coverage** continues for the remainder of **Your Term** as shown on **Your Purchase Order** or until the **Limit of Liability** is reached, whichever is sooner. *Accidental Damage Coverage is provided to **You** as a benefit pursuant to a group insurance policy **We** purchased from the **Insurer**. **You** may access a copy of the PDS at* http://aka.ms/au-pds.

2. **Coverage** for a **Breakdown** begins upon expiration of the **Manufacturer's** original parts and/or labor warranty and continues for the remainder of **Your Term** as shown on **Your Purchase Order** or until the **Limit of Liability** is reached, whichever is sooner. *Breakdown Coverage is provided by **Microsoft** and **Claims** arising from **Breakdown** are payable by **Microsoft** pursuant to the terms of this **Contract**.*

PRODUCT ELIGIBILITY

In order to be eligible for **Coverage** under this **Service Contract**, the **Product** must: (i) be a **Covered Product** (ii) be purchased from **Microsoft** or an authorised **Retailer**; and (iii) have a minimum twelve (12) month **Manufacturer's** warranty attached to the **Product**.

WHAT IS COVERED – GENERAL

During the **Term** described in the "**Service Contract Term** – Effective Date of **Coverage**" section, in the event of a **Covered Claim**, at **Our** or the **Insurer's** sole discretion, this **Contract** provides for (i) the labor and/or parts required to **Repair** the **Covered Product**; (ii) a **Replacement** of the **Covered Product** in lieu of such **Repair**; or (iii) a straight **Replacement** for the **Covered Product** if detailed under **Your Plan** description. Please refer to the "**Coverage Plan** Options" section that is applicable to **Your Plan** for full details.

For **Breakdown Claims, We** will **Repair** or **Replace Your Product** pursuant to the provisions of this **Contract**. For **Accidental Damage Claims, We** are authorised to assess **Accidental Claims** and **We** will report to the **Insurer** and authorize **Repair or Replacement of Your Product**. If **We** or the **Insurer** decide to **Replace Your Product**, technological advances may result in a **Replacement** with a lower selling price than the previous **Covered Product**, and no reimbursement based on any **Replacement** item cost difference will be provided. Any and all parts or units **Replaced** under this **Contract** become **Our** or the **Insurer's** property in their entirety. When a **Replacement** is applicable and provided in lieu of **Repair**, any non-standard 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**.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS SERVICE CONTRACT

A. If **We** provide a **Replacement** to **You,** any or all of the following may apply:
  ▶ **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 colour as the previous **Product**.
  ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Contract** shall not provide **You** with any reimbursement for such a price difference.
  ▶ **We** reserve the right to request that you relinquish the defective **Product** to **Us** where any and all **Product** parts, components or entire units are **Replaced** under the provisions of this **Contract** and where **We** exercise this right, the defective **Product** shall become **Our** or the **Insurer's** property in its entirety.

B. **Coverage** for **Breakdown** described under this **Contract** shall not **Replace** or provide any duplicative benefits during any valid **Manufacturer's** warranty period. During such period, **Breakdown Claims** 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. Access to same unit **Repair,** drive (SSD) retention and advanced exchange shipping is provided separately to and in addition to any claims for **Manufacturer's** warranty or rights or benefits for repair or replacement that exist at law, including under the consumer guarantees in the Australian Consumer Law.

D. **Coverage** under this **Contract** is limited to that which is specifically described in this document, as applicable to **Your Contract**. Anything not specifically expressed herein is not **Covered** (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** affiliates).

E. **Coverage** under this **Contract** is limited to that which is specifically described in this document, as applicable to **Your Contract**. Anything not specifically expressed herein is not **Covered** (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** affiliates).

F. **Your** responsibilities: It is **Your** responsibility to backup any/all software and/or data and delete any confidential or personal information stored in the device(s), especially prior to commencement of any services **Covered** under this **Contract.** Software and/or data transfer or restoration services are not **Covered**. **We** do not have any liability for **Your** data (including confidential information and personal information) stored in the devices that **We** receive from **You**.

G. In the event of a service incident where a **Breakdown** is not identified by **Us** or **Our Service Provider**, **You** are responsible for all costs in association with such service, including any shipping fees.

COVERAGE PLAN OPTIONS

(As indicated on **Your Purchase Order** and applicable to **You**.)

Details regarding **Your Service Contract** can be found at https://mybusinessservice.surface.com.

When purchased, this **Plan** provides the **Coverage** that is described in the "What is **Covered** – General" section, including **Breakdown** and/or **Accidental Damage** and subject to the following provisions:

SURFACE PLAN COVERED PRODUCTS
Eligible Surface-series device plus any other components contained in the original device packaging, such as Surface-branded accessories and a power

supply unit with attached cords, if any, are **Covered** under this **Plan.**

SURFACE PLAN COVERAGE
Under **Your** Basic Cover Surface **Plan**, **You** are **Covered** for a maximum of two (2) **Claims** for a **Covered Product** and a maximum of one (1) **Claim** for Surface-branded accessories and power supply unit when included in the original device packaging (as shown in the table below) during the **Contract Term** for the **Repair** or **Replacement** of **Your Covered Product** in the event of a **Breakdown** or **Accidental Damage**, subject to the **Limit of Liability** which shall not exceed the **Product Purchase Price**.

ONCE THE TWO (2) **CLAIM** SURFACE-SERIES DEVICE LIMIT IS REACHED, **COVERAGE** UNDER THIS **PLAN** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **CONTRACT TERM**.

COVERED PRODUCTS	MAXIMUM NUMBER OF COVERED CLAIMS
Basic Cover Surface-series device	two (2)
Power supply unit with attaching cords when included in the original device packaging	one (1)
Surface-branded accessories when included in the original device packaging	one (1) per accessory

Under **Your** Premium Cover Surface **Plan**, **You** are **Covered** for a maximum of three (3) **Claims** for a **Covered Product** and a maximum of one (1) **Claim** for Surface-branded accessories and power supply unit when included in the original device packaging (as shown in the table below) during the **Contract Term** for the **Repair** or **Replacement** of **Your Covered Product** in the event of a **Breakdown** or **Accidental Damage**, subject to the **Limit of Liability** which shall not exceed the **Product Purchase Price**

ONCE THE TWO (3) **CLAIM** SURFACE-SERIES DEVICE LIMIT IS REACHED, **COVERAGE** UNDER THIS **PLAN** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **CONTRACT TERM**.

COVERED PRODUCTS	MAXIMUM NUMBER OF COVERED CLAIMS
Premium Cover Surface-series device	three (3)
Power supply unit with attaching cords when included in the original device packaging	one (1)
Surface-branded accessories when included in the original device packaging	one (1) per accessory

ADMINISTRATION FEE
Under **Your** Surface **Plan** no **Administration Fee** is required.

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**.

Please see the PDS at http://aka.ms/au-pds regarding **Accidental Damage Coverage** for details.

NOTICE – ABOUT INSURANCE COVERAGE (ACCIDENTAL DAMAGE CLAIMS): The **Accidental Damage Coverage** is provided to **You** pursuant to a group insurance policy **We** purchased from the **Insurer**. For **Accidental Damage Coverage**, the PDS explains the features and benefits of the cover and how to make a **Claim**. **You** may access a copy of the PDS at http://aka.ms/au-pds. The **Insurer** appoints **Us** to arrange the **Coverage** and is liable for the costs of **Repair** and **Replacement** on the terms contained in the PDS subject to payment of **Your Administration Fee** (if any).

We act as an authorised representative (Authorised Representative no. 001293743) of A.I.S. Insurance Brokers Pty Ltd (AFSL no. 255304) and they have authorised **Us** to arrange **Accidental Damage Coverage** for **Our** customers and handle **Accidental Damage Claims** on their behalf. **We** are not authorised to provide any financial advice in respect of the **Accidental Damage Coverage**. **We** are authorised to assess **Accidental Damage Claims** and **We** will report to the **Insurer** and authorise **Repairs** if **You** have **Accidental Damage Coverage.**

OPTIONAL ADDITIONAL COVERAGE: ADVANCED EXCHANGE SERVICE

If **You** paid for the advanced exchange service for your **Covered Product**, **We** will provide a **Replacement Product** ("advanced exchange device") that will be delivered to **You** in advance of **Our** receipt of the defective **Product**. In exchange, the defective **Product** must be returned to **Us** within ten (10) calendar days of the confirmed delivery receipt of the **Replacement Product**, or such longer period as agreed with **Us**. If the defective **Product** is not returned to **Us** within the required or agreed timeframe, **You** will be charged a non-returned device fee equal to the **Manufacturer's** retail price of the **Replacement Product**.

WHAT IS NOT COVERED – EXCLUSIONS

THIS **SERVICE 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 damages or defects associated with the **Product** that existed at the time 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) Any incidental or consequential damages or 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 separately by **Microsoft** or its affiliates or any other party, 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 customised installations to fit the **Product** such as third party stands, mounts, and customised alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension, or colour as the original **Covered Product**.

d) Modifications, adjustments, alterations, manipulation, or **Repairs** made by anyone other than a **Service Provider** authorised by **Us** or other than in accordance with **Manufacturer's** specifications.

e) Damage from freezing, overheating, rust, corrosion, warping, or bending.

f) Wear and tear, or gradual deterioration of **Product** performance.

g) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.

h) Damage to or malfunction of **Your Product** caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation to the operation of a software virus, lack of availability of software updates, or any other software/digital based malfunction.

i) Loss, theft, or malicious mischief or disappearance.

j) Fortuitous events including but not limited to riot, nuclear radiation, war/hostile government act or intent, 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, or other telecommunications malfunction.

k) Lack of performing the **Manufacturer's** recommended maintenance, or the operation/storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.

l) **Products** that are subject to the **Manufacturer's** recall, warranty, or rework to repair design or component deficiencies, improper construction, or **Manufacturer** error regardless of the **Manufacturer's** ability to pay for such repairs.

m) **Products** that have removed or altered serial numbers.

n) Cosmetic damage however caused to **Your Product**, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.

o) Normal periodic or preventive maintenance, adjustment, modification, or servicing.

p) Accessories or add-on items that are not listed in the "**Covered Product**" provision above (regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).

q) 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.

r) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the **Product**, or a **Replacement** provided under the provisions of this **Contract**.

s) Any cost arising as a result of the failure of any item that is intended to be a consumable item.

t) Any **Claim** where **Your Purchase Order** has not been provided.

u) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.

v) 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.

w) Any **Claim** or benefit under this **Contract** to the extent the provision of such cover, payment of such **Claim**, or provision of such benefit would expose **Us** to any sanctions, prohibition, or restriction under United Nations resolutions, or other applicable law.

x) Any loss arising out of the unauthorised access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE BREAKDOWN OR ACCIDENTAL DAMAGE TO YOUR PRODUCT IS COVERED UNDER THIS SERVICE CONTRACT OR THE INSURANCE POLICY. IN ORDER FOR A CLAIM TO BE CONSIDERED YOU WILL NEED TO FIRST CONTACT US FOR INITIAL DIAGNOSIS OF THE PROBLEM WITH YOUR PRODUCT. THERE IS NO COVERAGE UNDER THIS CONTRACT OR THE INSURANCE POLICY IF YOU MAKE UNAUTHORISED REPAIRS.

Please have **Your Purchase Order** readily available and call **Us** at the telephone number found at https://aka.ms/GlobalSupportPhoneNumbers or visit https://mybusinessservice.surface.com. **Our** authorised 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 send **Your Product** anywhere unless **We** instruct **You** to do so. If **You** are instructed by **Us** to take the **Product** to a **Service Provider** near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot center), please be sure to include all of the following with **Your Product**:
   a)   The defective **Product**;

   b)   A copy of **Your Purchase Order**;
   c)   A brief written description of the problem **You** are experiencing with the **Product**; and
   d)   A prominent notation of **Your Claim** service request number that **We** gave to **You**.

NOTE: If **We** or the **Insurer** require **You** to mail the **Product** elsewhere, **We** will provide **You** specific instructions on how to mail the **Product**. For mail-in service, **We** or the **Insurer** 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**.

Coverage is only provided for eligible **Repairs** that are conducted by a **Service Provider**, **Retailer**, or depot center which has been authorised by **Us**. If **Your Term** expires during the time of an approved **Claim**, **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**.

RENEWABILITY

Coverage under this **Service Contract** is not renewable.

TRANSFERABILITY

Coverage under this **Service Contract** cannot be transferred by **You** to any other party or product.

CANCELLATION

YOUR RIGHT TO CANCEL
You may cancel this **Service Contract** at any time by informing **Us** of the cancellation request at the details below.

You may write to **Us** at: **Contract** Cancellations, **Microsoft** Australia Pty. Ltd., 1 Denison St, North Sydney NSW 2060, Australia, call **Us** at the phone number found at https://aka.ms/GlobalSupportPhoneNumbers or via email at: msespbus@microsoft.com.

If **Your** cancellation request is within thirty (30) days of the **Contract** purchase date, and **You** have not made a **Claim**, **You** will receive a full refund of the **Contract** purchase price/fee paid by **You** as shown on **Your Proof of Purchase**.

If **Your** cancellation request is made after thirty (30) days from the **Contract** purchase date or **You** have made a **Claim** after the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price/fee paid by **You** as shown on **Your Proof of Purchase**, minus any **Claims** paid by **Us**.

OUR RIGHT TO CANCEL
If **We** cancel this **Contract**, **We** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** 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.

We may only cancel this **Contract** in accordance with the governing law, for the following reasons:
   a)   non-payment of the **Contract** purchase price/fee paid by **You**;
   b)   deliberate material misrepresentation by **You**; or
   c)   substantial breach of duties under this **Contract** by **You** in relation to the **Product** or its use.

For cancellation of the **Accidental Damage Coverage** provided by the **Insurer** during the cooling off period, please see the PDS for details at http://aka.ms/au-pds.

COMPLAINTS PROCEDURE

It is always **Our** intention to provide **You** with a first-class service. However, if **You** are not happy with the service please notify one of **Our** representatives at the telephone number found at https://aka.ms/GlobalSupportPhoneNumbers or via email at msespbus@microsoft.com.

We will acknowledge **Your** complaint within 24 hours of receiving it. **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. **Your** complaint will be resolved within four (4) weeks unless exceptional circumstances apply.

For complaints in relation to **Accidental Damage Coverage** and **Mechanical Breakdown** on the **Covered Products** provided by the **Insurer** please see the PDS for details at http://aka.ms/au-pds.

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**. By purchasing this **Service Contract**, **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services contemplated under this **Contract**. The information **We** collect is protected under the *Privacy Act 1998 (Cth)* and the Australian Privacy Principles. Below is a summary of the main ways in which **We** process **Your** personal data. For more information, please see **Our** privacy policy on **Our** website at https://privacy.microsoft.com.

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:
  a) For the purposes of providing **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**.
  b) For research or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyse 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 Australia.
  c) 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.
  d) To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
  e) 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 Australia.

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, 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; and
  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 the use of **Your** personal data, please contact **Microsoft** at https://privacy.microsoft.com.

GENERAL PROVISIONS

A. **Subcontract; Assign**. **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.
B. **Waiver; Severability**. The failure or delay of any party to enforce any provision hereunder shall not constitute a waiver of any such right. If any provision of these terms and conditions should be declared unenforceable or invalid under any applicable law, such provision shall be interpreted to conform with legal authority, and in all other respects the terms and conditions shall remain in full force and effect.
C. **Notices**. **You** expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address **You** provide **Us** or via your **Microsoft** account. All notices or requests pertaining to this **Contract** will be in writing and may be sent by any reasonable means including by mail, email, SMS text message or recognised commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email, SMS text message or by notification to **Your Microsoft** account, when delivered by commercial courier, or seven (7) days after mailing to the street address **You** provided.

D. **Law**. The governing law for the **Contract** is the law in the state of Victoria, Australia whose courts have non-exclusive jurisdiction to hear any disputes between the parties to this **Contract**.

ENTIRE AGREEMENT

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