

Commercial Service Contract Terms & Conditions

CONSUMER RIGHTS: FOR AUSTRALIAN CUSTOMERS, OUR PRODUCTS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE OF YOUR PRODUCT AND FOR COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE YOUR PRODUCT REPAIRED OR REPLACED BY US IF YOUR PRODUCT FAILS TO BE OF ACCEPTABLE QUALITY AND THE PRODUCT FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. 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 WARRANTY IS AN ADDITIONAL WARRANTY AND ITS TERMS DIFFER FROM THOSE STATUTORY GUARANTEES

Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), and Purchase Order together in a safe place, as these will be needed at time of a Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Contract or is covered by insurance to which you are entitled. For any questions regarding the information contained in this Contract document, or Your Coverage in general, please contact the Administrator at 65-6370-9000 or by visiting <https://support.microsoft.com/en-au/products/surface-devices/surface-business>.

DEFINITIONS

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

- **“We”, “Us”, “Our”, “Provider”, “Administrator”**: the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator, who is Microsoft Regional Sales Corp., located at Blk 438 B, Alexandra Technopark, #04-09/12, Alexandra Road Singapore, 119968.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to You.
- **“You”, “Your”, “Business Student Contract Holder”**: the education establishment that purchased the Products and this Contract, who is to receive coverage in accordance with the terms and conditions of this Service Contract.
- **“Purchase Order”**: a numbered document that confirms the purchase date of this Contract, specific type of covered Products with exact quantity of each type, Business Student Contract Holder name and address, and the Contract coverage Term period. THIS CONTRACT IS NOT VALID WITHOUT A PURCHASE ORDER.
- **“Product(s)”**: the items that meet the criteria outlined in the “PRODUCT ELIGIBILITY” section that are covered under this Contract.
- **“Term”**: the period of time in which the provisions of this Contract are valid.
- **“Claim”**: a demand for payment against Us in respect to Breakdown Coverage in accordance with this Contract and against the Insurer in respect to Accidental Damage in accordance with the Product Disclosure Statement.
- **“Breakdown”**: the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- **“Accidental Damage”**: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage. *Accidental Damage Coverage is provided to You as a benefit pursuant to a group insurance policy We purchased from Technology Insurance Co Inc. You may access a copy of the Product Disclosure Statement (“PDS”) regarding Accidental Damage Coverage at <http://aka.ms/au-pds>.*
- **“Repair”**: the actions We take to mend, remedy, or restore Your Product to a sound functioning state following a covered Breakdown. Parts used to Repair the Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- **“Replace” or “Replacement(s)”**: delivery to You of a replacement item in association with a covered Claim. We reserve the right to Replace the affected original Product with a new, rebuilt or refurbished item of equal or similar features and functionality; which may not be the same model or color as the previous covered Product.
- **“Insurer”**: Technology Insurance Co Inc.

PRODUCT ELIGIBILITY

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

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

CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Accidental Damage** begins upon Product purchase date and continues for the Term shown on Your Purchase Order. *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 regarding Accidental Damage Coverage at <http://aka.ms/au-pds>*
2. **Coverage for a Breakdown** begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor warranty and continues for the remainder of Your Term shown on Your Purchase Order. *Breakdown Coverage is provided by Microsoft and Claims arising from Breakdown are payable by Microsoft pursuant to the terms of this Contract.*

WHAT IS COVERED – GENERAL

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

Replacements may be provided on an expedited advanced exchange basis.

Coverage described in this Contract does not replace or provide duplicative benefits during any active manufacturer's warranty period. During such period, anything covered under that warranty is the sole responsibility of the manufacturer and will not be considered under this Contract, regardless of the manufacturer's ability to fulfill its obligations. We will Replace Your Product pursuant to the provisions of this Contract. Technological advances may result in a Replacement with a lower selling price than the previous covered Product, and no reimbursement based on any Replacement item cost difference will be provided. *When a Replacement is applicable and provided in lieu of Repair, any accessories, attachments and/or peripherals that are integrated with the Product, but that were not provided and included by the manufacturer in the packaging and with the original sale of the covered Product, will NOT be included with such Replacement.*

WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

PLACE OF SERVICE

For all covered Claims, this Contract provides pre-paid shipping of covered Replacements Your registered location on file.

BENEFIT PLAN DETAILS

PLAN (Breakdown and Accidental Damage) – If a Plan ("Plan") has been purchased (as indicated on Your Proof of Purchase), Coverage includes that which is described in the "WHAT IS COVERED – GENERAL" section above.

ADMINISTRATION FEE (Breakdown and Accidental Damage): Under this Plan, a \$99.00 AUD Administration Fee per covered Accidental Damage Claim must be paid at the time services are authorized by the Administrator.

LIMIT OF LIABILITY (Breakdown and Accidental Damage): During Your Plan Term, the maximum amount that We or the Insurer is obligated to pay in connection with all Claims pursuant to this Contract is:

For Breakdown Covered Claims:

- **Aggregate Repair Limit:** unlimited repairs to Your covered Product up to the amount equal to the Original Purchase Price of the covered Product. Once this aggregate repair limit has been reached, Our obligations will be considered fulfilled and coverage under Your Plan ends.
- **Replacement Limit:** up to one (1) replacement of Your covered Product in the event We determine that the covered Product cannot be repaired. If Your Product has already been replaced once for a Breakdown cause (such as Breakdown due to mechanical/electrical breakdown), Our obligations for Breakdown Coverage will be considered fulfilled and Breakdown Coverage under Your Plan ends.

For Accidental Damage Covered Claims:

- **Aggregate Repair Limit:** up to three (3) repairs to Your covered Product up to the value of three times the amount of the Original Purchase Price of the covered Product. For any one covered Claim, the maximum amount that the Accidental Damage benefit covers will not exceed to the Original Purchase Price of Your covered Product. Once this aggregate repair limit has been reached, the Insurer's obligations for Accidental Damage Coverage will be considered fulfilled and coverage under Your Plan ends.
- **Replacement Limit:** up to three (3) replacements for Your covered Product in the event We determine that the covered Product cannot be repaired. Once Your Product has already been replaced three times for an Accidental Damage cause, the Insurer's obligations for Accidental Damage Coverage will be considered fulfilled and Accidental Damage Coverage under the Insurer's policy ends. Please see the PDS at <http://aka.ms/au-pds> for details regarding Accidental Damage Coverage.

NOTICE ABOUT REPLACEMENTS UNDER ANY "PLAN" (BREAKDOWN CLAIMS): Determination of whether a defective Product will be Repaired or Replaced is at Our sole discretion. If a Replacement is provided, it will be considered the covered "Product" as referenced in the provisions of this Contract, and if the Term is still effective and the limit of liability has not been fulfilled, Coverage for the Replacement Product will automatically continue for the remainder of the Term. *NOTE: A Repair or Replacement does not extend the Term.*

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 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 CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If the defective Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the Replacement Product, You will be assessed a non-returned device fee equal to the MSRP of the Replacement Product. WE RESERVE THE RIGHT TO REPLACE A DEFECTIVE PRODUCT WITH A NEW, REBUILT OR REFURBISHED ITEM OF EQUAL OR SIMILAR FEATURES AND FUNCTIONALITY, WHICH MAY NOT BE THE SAME MODEL OR COLOR AS THE PREVIOUS COVERED PRODUCT.

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 Product Disclosure Statement (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 Service Fee.

We act as a general insurance distributor on behalf of A.I.S. Insurance Brokers Pty Ltd (AFSL no. 255304) and they have authorised us to arrange Accidental Damage Coverage for our customers. 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 BENEFIT UPGRADE: NEXT BUSINESS DAY SERVICE

When selected and purchased by You as shown on Your Proof of Purchase, this optional benefit upgrade provides for overnight carrier of a Replacement determined by Us to Your location as held on file as follows:

- a) One (1) Business Day following Claim authorization occurs prior to 2:00 p.m. local time; or
 - b) Two (2) Business days if Claim authorization occurs after 2:00 p.m. local time
- For the purpose of this optional benefit upgrade provision, “Business Day” refers to Monday through Friday, excluding standard local public holidays.

WHAT IS NOT COVERED – BREAKDOWN EXCLUSIONS

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

- (a) **Pre-Existing Conditions** incurred or known to You (“*Pre-Existing Conditions*” refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of Your Product before this Contract was purchased);
- (b) **Improper packaging and/or transportation** by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;
- (c) **Modifications, adjustments, alterations, manipulation or repairs** made by anyone other than a service technician authorized by Us;
- (d) **Damage from freezing or overheating;**
- (e) **Normal wear and tear;**
- (f) **The intentional or negligent treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure;**
- (g) **Viruses, vandalism, loss, theft, or malicious mischief or disappearance;**
- (h) **Rust, corrosion, warping, bending;**
- (i) **Animals (including pets), animal inhabitation or insect infestation;**
- (j) **Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action;**
- (k) **Lack of performing the manufacturer’s recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer’s specifications or instructions;**
- (l) **Improper use of electricity and power fluctuations;**
- (m) **Merchandise that is subject to a manufacturer’s recall, warranty or rework to repair design or component deficiencies, improper construction, or manufacturer error, in any case where statutory guarantees under Australian Consumer Law apply;**
- (n) **Merchandise that has removed or altered serial numbers;**
- (o) **Any consequential damages or delay in rendering service under this Service Contract, or loss of use, data, time or income during the period of time in which the Product is being serviced under the terms and conditions of this Contract;**
- (p) **Non-Breakdown problems; including but not limited to: imperfections, noises, squeaks or Cosmetic Damage (“Cosmetic Damage” refers to damages or changes to the physical appearance of the Product that does not impede or hinder the Product’s normal operational function; such as scratches, abrasions, or changes in color, texture, or finish);**
- (q) **Normal periodic or preventive maintenance, user education or set up adjustments;**
- (r) **Any service of the Product that is covered by a warranty, other service contract which is provided by someone other than Us, or insurance which is provided by someone other than the Insurer;**
- (s) **Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;**
- (t) **Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals;**
- (u) **Cost of lost components (unless they are covered by a statutory guarantee) or any non-operating / non-power-driven part; including but not limited to: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this Contract), connectors, cords, fuses, keypads, plastic body or molding, switches and wiring;**
- (v) **Coverage that would violate any U.S. economic or trade sanctions;**

(w) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or**

(x) **Any service performed outside of Australia.**

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

For Accidental Damage Coverage consult the Insurer's PDS for details of the benefits and exclusions of the insurance.

HOW TO FILE A CLAIM

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

The Designated Representative must call Us at 65-6370-9000 or on the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit <http://support.microsoft.com> for online support with the Purchase Order readily available. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a *Claim service request number* and further instructions on how to obtain service for Your Product.

Please do not take or return Your Product to the Retailer or ship Your Product anywhere, unless We instruct You to do so. If You are instructed by Us to take the Product to an authorized servicer near You or to a Retailer, or if You are instructed to mail-in the Product elsewhere (such as an authorized depot center), please be sure to include all of the following with Your Product:

- (1) The defective Product;
- (2) A copy of Your Proof of Purchase;
- (3) A brief written description of the problem You are experiencing with the Product; and
- (4) A prominent notation of Your *Claim service request number* that We gave to You.

NOTE: If We require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We will pay for shipping to and from Your location if You follow all instructions. You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You or Your authorized representative.

Coverage is only provided for eligible services that are conducted by a servicer, Retailer, or depot center which has been authorized by Us. If Your Term expires during the time of an approved Claim, Breakdown Coverage under this Contract will be extended until the date in which the approved Claim in progress has been fulfilled completely in accordance with the terms and conditions of this Contract.

RENEWABILITY

Coverage under this Contract is not renewable.

TRANSFERABILITY

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

GUARANTEE

This Contract is not an insurance policy; it is a service contract. The only insurance benefit which is available to customers for the Products is Accidental Damage Coverage. The PDS contains the terms on which the insurance is provided to You. Should We fail to assess any Accidental Damage Claim within thirty (30) days after the Claim has been submitted, You are entitled to make a direct Claim for Accidental Damage against the Insurer. Please consult the PDS for details at <http://aka.ms/au-pds>.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator at 65-6370-9000 (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.
 - *If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of. Such notice will be sent to Your current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract, You will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.*

For cancellation of the Accidental Damage Coverage provided by the Insurer please see the PDS for details at <http://aka.ms/au-pds>.

COMPLAINTS PROCEDURE

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

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

For complaints in relation to Accidental Damage Coverage provided by the Insurer please see the PDS for details at <http://aka.ms/au-pds>.

PRIVACY AND DATA PROTECTION

You agree that any information or data disclosed to Us under this Contract is not confidential. Furthermore, You agree that We may collect and process data on Your behalf when We provide the services contemplated under this Contract. This may include transferring Your data to the Insurer, affiliated companies or third party service providers in accordance with Our Customer Privacy Policy. Except for the purposes of providing services in this Contract, We will not share Your information with third parties without Your permission and We will comply with applicable privacy and data protection laws in Your specific jurisdiction.

Unless specifically prohibited by Your jurisdiction's privacy and data protection laws, We may transfer Your information to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of protection. In addition, Your information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

- 1. Subcontract.** We may subcontract or assign performance of Our obligations to third parties, but We shall not be relieved of Our obligations to You when doing so.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.
- 4. Law.** The governing law for the Contract is the law in the State of Victoria whose courts have non-exclusive jurisdiction to hear any disputes between the Parties to this Contract.

OUR RIGHT TO RECOVER PAYMENT

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

ENTIRE AGREEMENT

This Service Contract, including the terms, conditions, limitations, exceptions and exclusions, and the Purchase Order, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.