

## “MICROSOFT EXTENDED WARRANTY SERVICE CONTRACT FOR SURFACE HUB”

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

Thank **You** for **Your** recent purchase of “**Microsoft** Extended Warranty **Service Contract** for Surface Hub”. Please keep this important terms and conditions document along with the **Proof of Purchase** together in a safe place, as both will be needed at the time of a **Request for Service**. The information contained in this **Contract** is intended to serve as a valuable reference guide to help **You** determine and understand “WHAT IS **PROTECTED**” by **Your Contract**. For any questions regarding the information contained in this **Contract**, or **Your Protection** in general, please contact **Microsoft** on <https://support.microsoft.com>.

To learn more about **Your Product** and how to get in touch with **Microsoft** in case of any issues, please visit: <https://www.microsoft.com/surface/en-nz/support/surface-hub>.

#### Microsoft’s contact details

Name and address:	<b>Microsoft</b> New Zealand Limited Level 5, 22 Viaduct Harbour Avenue PO BOX 8070 Symonds Street Auckland 1150
Telephone number:	+64-93625800
Email address:	<a href="mailto:msepbus@microsoft.com">msepbus@microsoft.com</a>

### CONSUMER GUARANTEES ACT 1993 RIGHTS

#### Summary of Consumer Guarantees Act 1993 (CGA) rights

If **You** are a consumer under the CGA, **You** have certain rights in respect of goods that a business sells you. In summary, goods must:

- be durable for as long as most people would expect that kind of good to last;
- be fit for their purpose – do all the normal things that people would expect this kind of good to do;
- be free of minor and major faults; and
- do what **You**, the consumer, are told they do including anything written on the box or in advertising material.

If a good fails to meet one of the guarantees set out in the CGA, **You** have the following rights:

- If the failure is serious **You** can choose between a refund, a replacement with goods of the same type and similar value, a repair or keeping the goods and the business that sold **You** the goods will pay **You** an amount of money to cover the loss in their value.
- If the failure is not serious, the business that sold **You** the goods can choose to refund, repair or replace with goods of identical type. If they choose to repair or replace it must be done within a reasonable time or **You** can ask for a refund.
- If **You** incur extra costs from the failure, the business that sold **You** the goods must pay you a reasonable amount for damage caused by any fault or for extra costs caused by the failure of the goods including any costs in returning the goods.
- There is no limit on the number of claims **You** can make.
- If the business that sold **You** the goods has **Repaired** or **Replaced** them, **You** have the same rights with that item as you had with the original goods.
- If the business that sold **You** the goods disagrees about the fault, what caused the fault or what remedy you are entitled to, **You** can take them to the Disputes Tribunal. There is a cost which you pay to the Tribunal for taking such a **Claim**.

#### Comparison of CGA rights to your rights under this Contract

In order to access a remedy under the CGA, **You** are required to show that the goods have failed to comply with one of the CGA’s guarantees (for example, the guarantee as to acceptable quality of goods, or the guarantee as to fitness for a particular purpose). This **Contract** provides you with a more direct route to a remedy in the event of a **Breakdown** (as that term is defined under the Definitions section).

While it is likely that a **Breakdown** would also give rise to a remedy under the CGA, this **Contract** allows you (subject to the terms of this **Contract**) to have **Microsoft Repair** or **Replace** your **Product** without the need for you to show the **Product** has failed to meet any particular quality or functionality threshold (i.e. a CGA guarantee). However, **You** will still need to show that the fault with **Your Product** meets the definition of **Breakdown** and is not excluded from this **Contract** under the “Exclusions” section below.

Faults with **Your Product** may arise that do not constitute a **Breakdown**, in such cases, you will not have a remedy under this **Contract**, but may do under the CGA.

While your rights under the CGA commence at the time **You** purchase your **Product**, the rights under this **Contract** do not commence until the expiry of the **Manufacturer’s** limited warranty. The **Manufacturer’s** limited warranty expires two (2) years from purchase of the **Product**.

## Your right to cancel this Contract

**You** have a right under the Fair Trading Act 1986 (**FTA**) to cancel this **Contract** within five (5) working days after the date on which **You** receive a copy of this **Contract**, or at any time if **Microsoft** has failed to comply with the disclosure requirements in section 36U of the FTA, unless that failure is minor.

**You** may exercise this right by contacting **Microsoft** at one of the contact addresses or telephone number set out at the top of this page. If you exercise this right, **Microsoft** will immediately repay you all additional consideration you have paid for this **Contract**. This right is in addition to the other rights of cancellation set out later in this **Contract**.

## DEFINITIONS

Throughout this **Contract**, the following capitalized and bolded out words have the stated meaning-

- **“Administrator”**: **Microsoft** New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO BOX 8070 Symonds Street, Auckland 1150. Website [www.microsoft.com](http://www.microsoft.com).
- **“Breakdown”**: the mechanical and/or electrical failure of the **Product** that results in it no longer being able to perform its intended function; which is caused by defects in materials or workmanship.
- **“Contract”, “Service Contract”**: this document detailing all provisions, conditions, exclusions and limitations for the **Microsoft Service Contract** that has been provided to **You** upon purchase completion from **Microsoft** or **Our Retailer**.
- **“Indirect Loss”**: a loss or cost incurred by **You** resulting from a **Protected** event but which itself is not specifically **Protected** under this **Contract**, including a loss of earnings or profit, loss of use or of data, or other additional costs.
- **“Limit of Liability”**: The maximum liability under this **Contract** for any one **Service Request** and in total during the **Term** of the **Contract**, as stated in the ‘Service Options’.
- **“Manufacturer”, “Microsoft”** the original equipment **Manufacturer** of the **Product**, who are also the **Administrator** of this **Contract**. Website [www.microsoft.com](http://www.microsoft.com).
- **“Original Purchase Price”**: the amount paid by **You** for the **Product(s)**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Product(s)”**: the eligible **Microsoft** Surface Hub purchased by **You** that are **Protected** under this **Contract** and listed in the **“Product Eligibility”** Section. (**NOTE: Protection** includes camera, digital pen, wireless all-in-one keyboard and power cord ONLY when such have been supplied by **Microsoft** within a single, all-in-one packaged purchase.)
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date on which this **Contract** was purchased, the **Product** purchased and the **Term** period.
- **“Repair(s)”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a **Breakdown**. Parts used to Repair the **Product** may be new, used or refurbished that perform to the factory specifications of the original **Product**.
- **“Replace” or “Replacement(s)”**: an item supplied to **You** through **Our** arrangement. **We** will **Replace** the defective **Product**, at **Our** sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality and **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or colour as the previous **Product**.
- **“Retailer”**: the seller that has been authorised by **Microsoft** to sell this **Contract** to **You**.
- **“Request for Service”**: a request for **Repair** or **Replacement** in accordance with this **Contract** made by **You**.
- **“Services”**: means the **Repair** and **Replacement** services provided for under this **Contract**,
- **“Service Fee”**: the amount **You** are required to pay per **Request for Service Protected** under this **Contract**.
- **“Summary of Protection”**: the first page of **Your** online **Microsoft** account, as stated in the ‘Service Options’, that confirms **Your Protection** under this **Contract**.
- **“Term”**: the period of time in which the provisions of this **Contract** are valid as stated on **Your Summary of Protection** and/ or **Proof of Purchase**.
- **“We”, “Us”, “Our”**: **Microsoft**
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** included in this **Contract**.

## EFFECTIVE DATE OF SERVICE PROVISION AND TERM

**Protection** for a **Breakdown** begins upon expiration of the **Manufacturer’s** original parts and/or labour warranty and continues for the remainder of **Your Term** as shown on **Your Summary of Protection** or until the **Limit of Liability** is reached, whichever is sooner.

## PRODUCT ELIGIBILITY

In order to be eligible to avail of the **Services** provided under this **Contract**, the **Product** must be: (a) an eligible **Microsoft** Surface Hub device; (b) purchased from **Microsoft** or an authorised **Retailer**; (c) have a minimum twelve (12) month **Manufacturer’s** warranty.

## WHAT IS PROTECTED – GENERAL

During the **Contract Term** described above, in the event of a **Request for Service** for a **Breakdown** event, this **Contract** provides for (i) the labor and/or parts required to **Repair** the **Protected Product**; or (ii) at **Our** sole discretion, a **Replacement** of the **Product** in lieu of such **Repair**; or (iii) a straight **Replacement** for the **Product** if detailed under **Your Summary of Protection** (**“Protected”, “Protection”**). Please refer to the **“SERVICE OPTIONS”** section that is applicable to **Your** plan for full details.

## IMPORTANT NOTICES REGARDING SERVICE UNDER THIS CONTRACT

- A. If **We** provide a **Replacement** to **You**:
- ▶ **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.
  - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.

- ▶ In most cases accessories, attachments and/or peripherals will NOT be included or provided in association with a **Replacement**.
- B. **Repair** and **Replacement** under this **Contract** shall not take effect or provide any duplicative benefits during any valid **Manufacturer's** warranty period. During such period, anything **Protected** under the **Manufacturer's** warranty is the sole responsibility of the **Manufacturer** and shall NOT be **Protected** under this **Contract**; regardless of the **Manufacturer's** ability to fulfil its obligations.
- C. **Repair** and **Replacement** 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 **Protected** (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 Protected** under this **Contract**. Software and/or data transfer or restoration services are NOT **Protected**.

## SERVICE OPTIONS

**Your Summary of Protection** can be found at <https://www.microsoft.com/surface/en-nz/support/surface-hub>. If **You** purchased the "**Microsoft** Extended Warranty **Service Contract** for Surface Hub" as indicated on **Your Summary of Protection**, **Your Contract** includes **Breakdown Protection** for **Your Product**.

### BREAKDOWN

**You** are **Protected** for an unlimited number of **Breakdown Services** during the **Term** of this **Contract** for the **Repair or Replacement** cost of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** under this **Contract**.

### LIMIT OF LIABILITY

During **Your Contract Term**, the maximum **We** are obligated to pay for any one (1) **Service** shall not exceed the **Original Purchase Price** of **Your Product**.

**You** are **Protected** for the following during **Your Contract Term**:

- **REPLACEMENT LIMIT:** Up to one (1) **Replacement**, at **Our** sole discretion. Once **We** have provided **You** with one (1) **Replacement**, **Our** obligations under the provisions of this **Service Contract** shall be considered fulfilled entirely and **Protection** will end; regardless of any remaining time under the **Contract Term**. (Notice: A **Replacement** is ineligible for continued **Protection** under this **Service Contract**, and in no event shall a **Replacement** extend the original **Contract Term**.) or
- **REPAIR LIMIT:** Up to three (3) **Repairs**. Once **We** have paid for three (3) **Repairs** under **Your Contract Term**, **Our** obligations under the provisions of this **Service Contract** shall be considered fulfilled entirely and **Protection** will end; regardless of any remaining time under the **Contract Term**.

If it is necessary to **Replace Your Product**, all **Protection** will cease, and no further **Services** will be provided from the date that the **Replacement Product** is provided.

**NOTICE – About Replacements:** If **We** choose to **Replace Your Product**, **We** may provide advanced exchange service. When **We** provide advanced exchange service, the **Replacement Product** may be delivered to **You** in advance of **Our** receipt of **Your** defective **Product**. **You** must ship **Your** defective **Product** to **Us** within fourteen (14) calendar days of confirmed delivery receipt of the **Replacement Product**. If **You** do not return the defective **Product** to **Us** within fourteen (14) calendar days of confirmed delivery receipt of the **Replacement Product**, **You** will be charged a non-returned device fee equal to the **Manufacturer's** suggested retail price of the **Replacement Product**.

## WHAT IS NOT PROTECTED – EXCLUSIONS

### THIS CONTRACT DOES NOT PROTECT ANY REQUEST FOR SERVICE IN CONNECTION WITH OR RESULTING FROM:

- (a) Any accidental damage meaning physical damage to the **Product** following a sudden and unforeseen accident which affects the functionality of **Your Product**
- (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 **Indirect Loss** whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown** event, any non-defined mechanical/electrical failure, training services provided 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-protected 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**.
- (d) Modifications, adjustments, alterations, manipulation or **Repairs** made by anyone other than a service technician authorised by **Us**.
- (e) Damage from freezing, overheating, rust, corrosion, warping or bending.
- (f) Normal 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 the operation of a software virus or any other software-based

- malfunction.
- (i) Loss, theft, or malicious mischief or disappearance.
  - (j) In the occurrence of the following events: 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. **Your Product** will not be **Protected**, in the event of a **Request for Service**.
  - (k) Lack of performing the **Manufacturer's** recommended maintenance, operation, or storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.
  - (l) **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**.
  - (m) **Product(s)** 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 and peripherals (such as detachable keyboard, digital pen), or attachments, unless specifically stated in 'Service Options' and the cost of replacing the same should they be incompatible with a **Replacement Product**.
  - (q) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games,
  - (r) prolonged display of one or more video signals, or cracked screens.
  - (r) Cost of component parts not **Protected** 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 moulding, switches and wiring.
  - (s) Liability or damage to property arising out of the operation, maintenance or use of the **Product**.
  - (t) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
  - (u) Any **Request for Service** where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Contract**.
  - (v) Any **Request for Service** for the restoration of software or data, or for retrieving data from **Your Product**.
  - (w) 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.
  - (x) Any **Request for Service** or benefit under this **Contract** to the extent the provision of such **Protection**, payment of such **Request for Service** or provisions of such benefit would expose Us to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

#### DRIVE RETENTION- SSD

This **Service Contract** does not cover restoration of software or data, or data retrieval to/from the **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 **Product** or equipment associated therewith.

If the **Product** experiences an occurrence that is determined to be excluded from **Protection** in the "WHAT IS NOT **PROTECTED**" section, or in the event of a **Service** incident wherein there is a "NO PROBLEM FOUND" diagnosis from **Our** authorized servicer, then **You** are responsible for all costs in association with such **Service**; including any shipping and/or on-site servicing costs.

#### REQUESTS FOR SERVICE

**IMPORTANT: THE SUBMISSION OF A REQUEST FOR SERVICE DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS PROTECTED UNDER YOUR CONTRACT. THIS CONTRACT MAY NOT PROVIDE ANY PROTECTION IF YOU MAKE UNAUTHORISED REPAIRS.**

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within fourteen (14) days of the incident giving rise to the **Request for Service** occurring. Failure to observe these procedures may invalidate **Your Request for Service**.

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

For best service, have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit <https://www.microsoft.com/surface/en-nz/support/surface-hub>. **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 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 mail-in the **Product** please be sure to include all of the following with **Your Product**:

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

NOTE: If **We** require **You** to mail the **Product**, **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 **Our** instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **We** are not liable for any shipping charges or damages due to improper packaging by **You**. The **Product** remains **Your** responsibility until it has been received by **Us**.

Do not include any accessories, games or other personal property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.

**IMPORTANT: DO NOT OPEN THE PRODUCT. OPENING THE PRODUCT MAY CAUSE DAMAGE THAT IS NOT PROTECTED BY CONTRACT, AND MAY MAKE YOUR PRODUCT INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY WE OR AN AUTHORISED SERVICE PROVIDER APPROVED BY US MAY PERFORM SERVICE ON THE PRODUCT.**

#### OUR RESPONSIBILITIES

- (a) After **You** return **Your Product**, **We** will inspect it.
- (b) **Your** postage costs will be refunded by **Us**, if the **Request for Service** is valid, and postage was not pre-paid.
- (c) If **We** determine that **Your Product** malfunctioned as described in this **Contract**, then **We** will (at **Our** sole option) **Repair or Replace**. **We** will do this without charge to **You** if the malfunction is caused by **Breakdown**. **Replacement** may be with a refurbished unit or a functionally equivalent **Product**. If **We Replace Your Product**, **Your** original **Product** becomes **Our** property and the **Replacement Product** is **Your** property, with **Protection** for that **Product** continuing for the remaining **Term** of the **Contract**, subject to the **Limit of Liability**.
- (d) If **Your Product** malfunctions after the **Term** of this **Contract** expires, there is no **Protection** of any kind under this **Contract**. After the **Term** of this **Contract** expires, **You** may be charged a fee for **Our** services to diagnose and **Repair** any problems with **Your Product**.

#### YOUR RESPONSIBILITIES

To receive service or support under this **Contract**, **You** agree to:

- (a) Provide **Us** with the serial number of **Your Product**.
- (b) Provide information to **Us** about the symptoms and causes of the problems with **Your Product**.
- (c) Respond to requests for information, including but not limited to **Your Product's** model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- (d) Update the **Product** Software to currently published releases prior to seeking **Service**.
- (e) Follow the instructions **We** give **You**, including but not limited to refraining from sending **Us** products and accessories that are not subject to **Repair or Replacement** and packing **Your Product** in accordance with shipping instructions.
- (f) **You** are responsible for backing up all software and data on a regular basis and prior to commencement of any **Repair**. This **Contract** does not protect the restoration of software or data, or data retrieval to/from **Your Product**, and **We** are unable to transfer such to any **Replacement Product** that may be provided to **You**. In no event will **We** be responsible for the restoration of software or data, or for retrieving data from any **Product**.

#### FRAUD

If **You** make any fraudulent **Request for Service** or if **You** use any fraudulent means or devices under this **Contract**, subject to applicable law in **Your** jurisdiction, **You** will forfeit all benefits under this **Contract** and this **Contract** will immediately end. **We** may inform the police and/or any other law enforcement agency about the circumstances of such a **Request for Service**. Subject to applicable law in **Your** jurisdiction **We** reserve the right to instruct an investigation into **Your Request for Service** and reserve the right to recover from **You** the cost of any investigation into a fraudulent **Request for Service** under this **Contract**.

#### **HOW PROTECTION SERVICE(S) WILL BE PROVIDED**

Determination of whether the original **Product** will be **Repaired** or **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 "WHAT IS NOT PROTECTED-EXCLUSIONS" sections of this **Contract**.

Once **Protection** has been confirmed, service for the defective **Product** may be provided in any or all of the following manners:

- First, **Our** authorized **Microsoft** IT Support agents may attempt to resolve the problem over the telephone and/or remotely.
- In the event telephone/remote **Repair** is unsuccessful, **We** may send an authorized **Microsoft** technician to the **Protected Product's** location to further evaluate the problem and attempt to perform necessary **Repairs** on-site.
  - **Protected Repairs** will be executed where the original **Protected Product** is located at the time of **Request for Service**. **Protection** includes the cost of labour and/or parts necessary to restore the original **Protected Product** to a sound functioning state following a **Protected Breakdown**.
- If at any point **We** determine that the **Protected Product** cannot be **Repaired** remotely or on-site, **We** will provide for the secure removal and shipment of the defective **Product** to **Our** authorized servicing center.
  - Once the **Protected Product** is **Repaired**, or if **We** determine a **Replacement** is necessary, **We** will also provide for the secure shipment of such applicable **Repaired** or **Replacement Product**; plus, basic reinstallation.

In the event **Your Term** expires during the time of an approved **Request for Service, Protection** under this **Contract** will be extended until the date in which that approved **Request for Service** in progress has been fulfilled completely in accordance with the provisions of **Your Contract**. Once such in-progress **Request for Service** has been completed, **Protection** under this **Service Contract** will end.

#### SERVICE FEE

No **Service Fee** payment is required in order to receive **Protection** for the **Protected Product**.

#### RENEWABILITY

This **Contract** may not be renewed after **Your Term** expiration.

#### TRANSFERABILITY

**Protection** under this **Contract** may be transferred by **You** to another individual. In this case, **You** must inform **Us** by email [msepbus@microsoft.com](mailto:msepbus@microsoft.com) or by phone at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>. The transfer of **Protection** under this **Contract** does neither lead to an extension or a new commencement of the **Term** nor to any other modification of the terms and conditions contained herein.

#### CANCELLATION

##### YOUR RIGHT TO CANCEL

**You** may cancel this **Contract** at any time by informing **Microsoft** of the cancellation request at the details below.

**You** may write to **Microsoft** at: Plan Cancellations, **Microsoft** New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO BOX 8070 Symonds Street, Auckland 1150, phone **Microsoft** on the phone the number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or email [msepbus@microsoft.com](mailto:msepbus@microsoft.com).

##### COOLING OFF PERIOD

If **Your** cancellation request is within forty-five (45) days of the **Contract** purchase date, **You** will receive a one hundred percent (100%) refund of the **Contract** purchase price paid by **You**, provided that no **Requests for Service** have been made during that period.

##### AFTER THE COOLING OFF PERIOD

If **Your** cancellation request is made after forty-five (45) days of the **Contract** purchase date, providing the **Limit of Liability** has not been met, **You** will receive a pro-rata refund of the **Contract** purchase price paid by **You**.

##### 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 cancel this **Contract** for the following reasons:

- (a) non-payment of the **Contract** purchase price/fee by **You**,
- (b) deliberate misrepresentation by **You**, or
- (c) substantial breach of duties under this **Contract** by **You** in relation to the **Product** or its use.

#### 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** telephone representatives at the telephone number found at <http://support.microsoft.com> or via email: [msepbus@microsoft.com](mailto:msepbus@microsoft.com).

**We** will acknowledge each complaint within three (3) business days unless it has been resolved to **Your** satisfaction. The complaint will be investigated fully, and **You** will be provided with an update on the progress of the complaint at intervals of no more than fifteen (15) days. A full written response will be issued within five (5) business days of completing the investigation.

If **We** do not resolve the complaint within thirty (30) days, **We** will update **You** on the time frame **We** expect to have the investigation complete.

## PRIVACY AND 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:

- For the purposes of providing handling **Request for Services** 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**.
- 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 New Zealand.
- 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.
- To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- 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 with New Zealand.

### **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

### LAW

The Parties to this **Contract** are free to choose the law applicable to this **Contract**. Unless specifically agreed to the contrary this **Contract** shall be subject to the laws of New Zealand.

### 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.

### SEVERABILITY

If any part of this **Contract** is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

### NOTICES

**You** expressly consent to be contacted, for the purposes of managing **Your Contract**, 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.

ENTIRE AGREEMENT

This **Contract**: including the **Summary of Protection**, terms, conditions, limitations, exceptions and exclusions, and **Your Proof of Purchase**, 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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