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## “MICROSOFT COMPLETE FOR BUSINESS”

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### Commercial Service Contract Terms & Conditions

**Thank you** for purchasing “Microsoft Complete for Business”!

Please keep this important terms and conditions Contract document, and the Proof of Purchase together in a safe place, as these will be needed at time of Claim. The information contained in this Contract document is intended to serve as a valuable reference guide to help the Holder determine and understand “WHAT IS COVERED” under this Contract. For any questions regarding the information contained in this Contract document, or Coverage in general, please contact the Administrator toll-free at 1-[877-696-7786].

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#### DEFINITIONS

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

- **“ADH”, “ADP”**: accidental damage from handling; such as damage resulting from dropping the Covered Product, spilling liquid onto it, or attributable to screen breakage.
- **“Administrator”**: Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-7329.
- **“Claim”**: a problem with the Covered Product reported by the Holder that is to be considered for Coverage under the provisions of this Contract.
- **“Contract Holder”, “Holder”**: the original purchaser/owner of the Product that is to be Covered under the provisions of this Service Contract.
- **“Covered Product”, “Product”**: the eligible Microsoft Surface series device purchased by the Holder that is to be Covered under this Service Contract. (NOTE: Coverage includes power cord, and for Studio series only, a keyboard and display monitor; ONLY when such have been supplied by Microsoft within a single, all-in-one packaged purchase.)
- **“Covered Services”**: (i) the actions We take to mend, remedy, or restore a Covered Product to a sound functioning state; or (ii) an item supplied to the Holder through Our arrangement, provided at Our sole discretion following a Claim.
- **“Deductible”**: the amount the Holder is required to pay, per Claim, for services Covered under this Contract (if any).
- **“Microsoft”**: the original equipment manufacturer of the Covered Product.
- **“Product Purchase Price”**: the amount paid by the Holder for the Covered Product; excluding any applicable taxes and/or fees as indicated on the Proof of Purchase.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which this Contract and Covered Product was purchased, as well as the Term period.
- **“Power Surge”**: damage to the Product resulting from an oversupply of voltage to the Holder’s Product while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but NOT including damages resulting from the improper installation or improper connection of the Product to a power source.
- **“Retailer”**: the seller that has been authorized by Microsoft and Us to sell this Contract to the Holder.
- **“Service Contract”, “Contract”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the [Microsoft Complete for Business] program that has been provided to Holder upon purchase completion from Our Retailer.
- **“Term”**: the period of time shown on the Holder’s Proof of Purchase which represents the duration in which the provisions of this Contract are valid.
- **“We”, “Us”, “Our”, “Provider”, “Obligor”**: in all provinces except Alberta, British Columbia and Quebec, Northcoast solutions of Canada, ULC, 2200 HSBC Building, 885 West Georgia Street, Vancouver, British Columbia. In Alberta, British Columbia and Quebec, Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-7329.

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#### TERRITORY

THIS SERVICE CONTRACT IS VALID AND ELIGIBLE FOR PURCHASE IN THE FOLLOWING JURISDICTIONS ONLY: all Canadian provinces and territories. (NOTICE: the continental United States of America, plus Alaska and Hawaii and all outlying U.S. territories, including but not limited to Puerto Rico are expressly EXCLUDED.)

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#### CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to the Product resulting from Power Surge or ADH/ADP events** begins upon Product purchase date and continues for the Term shown on the Holder’s Proof of Purchase.
  2. **Coverage for a defined Breakdown** begins upon expiration of the manufacturer’s original warranty and continues for the remainder of the Term shown on the Holder’s Proof of Purchase.
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#### PRODUCT ELIGIBILITY

To be eligible for Coverage under this Contract, the item must: (i) be an eligible Microsoft Surface or Studio series device purchased from an authorized Retailer; (ii) NOT be a Microsoft Surface Hub series device; and (iii) NOT be covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

ALL COVERED SERVICES WILL BE BASED ON THE PROVISIONS OUTLINED IN THIS CONTRACT.  
PLEASE READ THIS ENTIRE CONTRACT DOCUMENT CAREFULLY.

### THE "COVERAGE" ("Covered", "Cover")

During the Term, this Service Contract provides for defined *Covered Services* for the following "Covered Essentials", as applicable to the Holder's Covered Product type:

- ▶ **Covered Essentials for Microsoft "Surface" Series:** Surface tablet, laptop or book plus associated power supply unit with attaching cords are Covered under this Plan, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase.

*NOTICE – EXPRESSLY EXCLUDED ITEMS: DIGITAL PEN, TYPECOVERS, STANDALONE KEYBOARDS, MOUSE AND ADD-ON ITEMS ARE NOT COVERED UNDER THIS PLAN (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).*

- ▶ **Covered Essentials for Microsoft Surface "STUDIO" Series:** Studio desktop computer plus associated power supply unit with attaching cords, mouse and keyboard are Covered under this Plan, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase. Coverage also includes on-site repairs, removal and shipment of the Covered Product to and from Our depot center (when necessary), plus installation of a replacement Product that may be provided by Us.

*NOTICE – EXPRESSLY EXCLUDED ITEMS: DIGITAL PENS AND ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE "COVERED ESSENTIALS" PROVISION ABOVE ARE NOT COVERED UNDER THIS PLAN (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).*

**This Contract also provides a "NO LEMON GUARANTEE" for Surface "STUDIO" only.** During the Term, if the Holder's Product has three (3) Covered Claims for the same problem and a fourth (4<sup>th</sup>) Claim is required for the same problem and considered Covered under this Contract ("**Qualifying Service Repairs**"), at our sole discretion, we will: (i) supply a replacement item that is of like kind and quality; or (ii) provide the Holder with reimbursement equal to the fair market value of the defective Product based upon the age of the Product at time of such Claim. (*NOTE: Any services performed to the Product while covered under a manufacturer's warranty or in relation to accidental damage from handling are NOT considered to be 'Qualifying Service Repairs' as referenced in this provision.*)

### OPTIONAL ADDITIONAL COVERAGE: NEXT BUSINESS DAY ON-SITE SERVICE

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

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

When Holder requests on-site delivery, they will be contacted after Claim authorization for scheduling of their preferred delivery time. The Holder also has the option to request a different Business Day for such on-site delivery as well (subject to availability of Our authorized on-site delivery servicers).

*For the purpose of this Optional Coverage Upgrade provision, "Business Day" refers to Monday through Friday, excluding local public holidays.*

### OPTIONAL ADDITIONAL COVERAGE: NEXT BUSINESS DAY SHIPPING SERVICE

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

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

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

- *For the purpose of this Optional Coverage Upgrade provision, "Business Day" refers to Monday through Friday, excluding local public holidays.*

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

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

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## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- A. Determination of the type of Covered Services that are to be provided will be at Our sole discretion.
- ▶ We reserve the right to replace a defective Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality, which may not be the same model, size, dimension or color as the defective Covered Product.
  - ▶ If We choose to provide a replacement for the Covered Product, We may provide advanced exchange service. If We provide advanced exchange service, the replacement will be delivered to the Holder in advance of Our receipt of the defective Product. IN EXCHANGE, THE DEFECTIVE COVERED PRODUCT MUST BE RETURNED TO US WITHIN TEN (10) CALENDAR DAYS OF OUR CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT. If the defective Covered Product is not returned to Us within ten (10) calendar days of confirmed delivery receipt of the replacement, *the Holder will be assessed a non-returned device fee equal to the MSRP of the replacement.*
  - ▶ The first replacement provided by Us will be automatically considered as the “Covered Product” referenced throughout the provisions of this Contract, and Coverage for such replacement will continue for the *remainder* of the current Contract Term (*assuming there is remaining time under the current Term and that the LIMIT OF LIABILITY has not been reached*). NOTE: A replacement will not *extend* the Holder’s Term.
  - ▶ Technological advances may result in a replacement that has a lower retail or market price than the defective Covered Product, and in such situation, this Contract shall not provide Holder with any reimbursement for such a price difference.
  - ▶ Any and all Covered Product parts, components or entire units replaced under the provisions of this Contract shall become Our property in their entirety. Parts may be new, used or refurbished that perform to the original manufacturer’s specifications for the Product.
- B. COVERAGE DESCRIBED UNDER THIS SERVICE CONTRACT SHALL NOT REPLACE OR PROVIDE ANY DUPLICATIVE BENEFITS DURING ANY VALID MANUFACTURER’S WARRANTY PERIOD. During such period, anything Covered under the manufacturer’s warranty is the sole responsibility of the manufacturer and shall NOT be Covered under this Contract; regardless of the manufacturer’s ability to fulfill its obligations.
- C. COVERAGE UNDER THIS SERVICE CONTRACT IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT, AS APPLICABLE TO THE COVERED PRODUCT TYPE. Anything NOT specifically expressed herein is NOT Covered (including but not limited to any training services provided separately by Microsoft or Microsoft’s designees).
- D. HOLDER’S RESPONSIBILITIES: IT IS THE HOLDER’S RESPONSIBILITY TO BACKUP ANY/ALL SOFTWARE AND/OR DATA ON A REGULAR BASIS; ESPECIALLY, PRIOR TO COMMENCEMENT OF ANY SERVICES COVERED UNDER THIS CONTRACT. SOFTWARE AND/OR DATA TRANSFER OR RESTORATION SERVICES ARE NOT COVERED.

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## DEDUCTIBLE

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

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## HOW TO FILE A CLAIM

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

1. FOR “NEXT BUSINESS DAY SERVICE” OPTIONAL COVERAGE HOLDERS ONLY: If the Holder has purchased a “Next Business Day Service” Optional Coverage Upgrade and would like to utilize this benefit with their Claim, the Claim must be initiated through Our toll-free number 1-[877-696-7786]. Please have the Holder’s Proof of Purchase readily available when placing the call.
2. FOR ALL OTHER CLAIMS: The Holder can call toll-free 1-[877-696-7786]. For best service, be sure to have the Holder’s Proof of Purchase readily available.

Our authorized representatives will promptly obtain details regarding the issue the Holder is experiencing with the Product and will provide details regarding how Covered Services are to be provided under this Contract. (*See “HOW COVERED SERVICE(S) WILL BE PROVIDED” section below for additional information.*)

THE DEFECTIVE COVERED PRODUCT SHOULD NEVER BE RETURNED TO THE RETAILER OR SHIPPED ANYWHERE UNLESS WE HAVE PROVIDED INSTRUCTIONS TO DO SO. COVERAGE IS ONLY PROVIDED FOR COVERED SERVICES THAT ARE CONDUCTED BY A SERVICER, RETAILER, OR DEPOT CENTER THAT HAS BEEN AUTHORIZED BY US.

THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF THE HOLDER DOES NOT OBTAIN PRIOR AUTHORIZATION.

## HOW COVERED SERVICE(S) WILL BE PROVIDED

\*ONCE COVERAGE HAS BEEN CONFIRMED, Covered Services may be performed as follows (as applicable to the Covered Product type:

### FOR SURFACE "STUDIO" SERIES COVERED PRODUCTS

#### ONLY:

On-Site Service: We may send an authorized Microsoft technician to the Covered Product's location to further evaluate the problem and attempt to perform Covered Services on-site. *Covered Services will be executed where the defective Covered Product is located at the time of Claim.*

Depot Service: In the event We determine that Covered Services cannot be conducted remotely or on-site, We will provide for the secure removal and shipment of the defective Product to Our authorized location. *Covered Services includes the secure shipment of the Covered Product back to the Holder's location.*

*\*NOTE: If the Holder has purchased the "Next Business Day Service-Optional Coverage Upgrade", Covered Services will be provided in accordance with that which is described on page 2 of this Contract, under the "OPTIONAL COVERAGE UPGRADE: NEXT BUSINESS DAY SERVICE" section and provision.*

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

### FOR ALL SURFACE SERIES COVERED PRODUCTS

#### EXCEPT STUDIO:

On-Site Service: *NOT COVERED*

Depot Service: We will provide for the pre-paid shipping of the defective Product to and from Our designated servicing location.

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

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

## LIMIT OF LIABILITY

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

### FOR ALL COVERED PRODUCTS:

- ▶ **Repair:** The maximum benefit that We will provide for all Covered Services under the provisions of this Service Contract will not exceed the amount equal to the original Product Purchase Price.

*NOTICE – ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT CONTRACT TERM.*

*Or;*

- ▶ **Replacement:** Up to two (2) Replacements, provided at Our sole discretion, with Covered Claims.

*NOTICE – ONCE THIS LIMIT IS REACHED, OUR OBLIGATIONS WILL BE CONSIDERED FULFILLED ENTIRELY AND COVERAGE UNDER THIS PLAN WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT CONTRACT TERM.*

**Additionally: We shall not be liable for any incidental or consequential damages in association with the rendering of Covered Services under the provisions of this Contract; including but not limited to:** (i) PROPERTY DAMAGE, LOST TIME, LOST DATA OR LOST INCOME RESULTING FROM ANY DEFINED COVERED SERVICES OR CLAIM, ANY NON-DEFINED MECHANICAL/ELECTRICAL FAILURE, IT SUPPORT OR TRAINING SERVICES PROVIDED SEPARATELY BY ANY PARTY, OR ANY OTHER KIND OF DAMAGE OF OR IN ASSOCIATION WITH THE COVERED PRODUCT; INCLUDING, BUT NOT LIMITED TO ANY NON-COVERED EQUIPMENT USED IN ASSOCIATION WITH THE COVERED PRODUCT; (ii) DELAYS IN RENDERING COVERED SERVICES OR THE INABILITY TO RENDER SERVICE FOR ANY REASON; (iii) THE UNAVAILABILITY OF ANY PARTS/COMPONENTS; (iv) ANY COSTS INCURRED BY THE CUSTOMER ASSOCIATED WITH CUSTOMIZED INSTALLATIONS TO FIT THE COVERED PRODUCT SUCH AS THIRD PARTY STANDS, MOUNTS AND, CUSTOMIZED ALCOVES AND THE LIKE; OR (v) A REPLACEMENT THAT IS A DIFFERENT MODEL, SIZE, DIMENSION OR COLOR AS THE ORIGINAL COVERED PRODUCT. WE SHALL NOT ASSUME ANY LIABILITY OR DAMAGE TO PROPERTY OR INJURY OR DEATH TO ANY PARTY(IES) ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE COVERED PRODUCT OR A REPLACEMENT PROVIDED UNDER THE PROVISIONS OF THIS CONTRACT. WE SHALL NOT BE LIABLE FOR ANY AND ALL PRE-EXISTING CONDITIONS (AS DEFINED IN THE GENERAL EXCLUSIONS SECTION) KNOWN TO THE HOLDER; INCLUDING ANY INHERENT PRODUCT FLAWS.

## GENERAL EXCLUSIONS

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

A) A "MICROSOFT SURFACE HUB" SERIES DEVICE;

B) PRE-EXISTING CONDITIONS INCURRED OR KNOWN TO THE HOLDER ("PRE-EXISTING CONDITIONS" REFERS TO A CONDITION THAT, WITHIN ALL REASONABLE MECHANICAL OR ELECTRICAL PROBABILITY, RELATES TO

THE MECHANICAL FITNESS OF THE HOLDER'S PRODUCT BEFORE THIS CONTRACT WAS PURCHASED);

C) 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);**
- D) ANY SERVICE WHATSOEVER DIRECTLY FOR OR RELATED TO DAMAGE ATTRIBUTABLE TO THE USE OF ANY ITEM/COMPONENT THAT IS **NOT** OTHERWISE INDICATED AS COVERED IN THE "COVERED ESSENTIALS" PROVISION APPLICABLE TO THE COVERED PRODUCT TYPE; INCLUDING, BUT NOT LIMITED TO: ALL ACCESSORY CORDS/CABLES, BATTERIES, ACCESSORIES/ATTACHMENTS, ADD-ONS, HEADPHONES, STANDS, MOUNTING KITS, COVERS, KEYBOARDS OR KEYPADS OR DIALS, COMPUTER MOUSE, CONNECTORS, FUSES, ENCASING BODY OR MOLDING, SWITCHES AND WIRING;
- E) LOSS OF USE OF COMPONENTS THAT ARE **NOT** COVERED BY THE PRODUCT'S ORIGINAL MANUFACTURER'S WARRANTY;
- F) REPLACEMENT OF ANY MISPLACED (LOST) PRODUCTS OR ASSOCIATED COMPONENTS THEREOF;
- G) SCREEN/MONITOR IMPERFECTIONS; INCLUDING BUT NOT LIMITED TO BURNED-IN IMAGES IN SCREEN CAUSED BY PROLONGED DISPLAY OF ONE OR MORE VIDEO SIGNALS;
- H) NORMAL WEAR AND TEAR;
- I) IMPROPER PACKAGING AND/OR TRANSPORTATION BY THE HOLDER OR THE HOLDER'S REPRESENTATIVE RESULTING IN DAMAGE TO THE PRODUCT WHILE IT IS IN TRANSIT, INCLUDING IMPROPERLY SECURING THE PRODUCT DURING TRANSPORTATION;
- J) DAMAGE RESULTING FROM MODIFICATIONS, ADJUSTMENTS, ALTERATIONS, MANIPULATION OR REPAIRS MADE BY ANYONE OTHER THAN A SERVICE TECHNICIAN AUTHORIZED BY US OR MICROSOFT;
- K) DAMAGE RESULTING FROM ELECTRICITY OR POWER FLUCTUATIONS, UNLESS RELATED TO POWER SURGE AS DEFINED;
- L) CONSEQUENTIAL DAMAGES AND COSTS ASSOCIATED WITH TEARING DOWN, RESTRUCTURING AND/OR REFINISHING OF WALLS OR OTHER STRUCTURES (INCLUDING, BUT NOT LIMITED TO, ALCOVES) IN ORDER TO REACH, EVALUATE AND/OR PERFORM COVERED SERVICES TO THE COVERED PRODUCT AND/OR TO INSTALL A REPLACEMENT;
- M) DAMAGE FROM FREEZING OR OVERHEATING;
- N) 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;
- O) VIRUSES, VANDALISM, LOSS, THEFT, OR MALICIOUS MISCHIEF OR DISAPPEARANCE;
- P) MERCHANDISE THAT HAS REMOVED OR ALTERED SERIAL NUMBERS;
- Q) DAMAGE RESULTING FROM RUST, CORROSION, WARPING, BENDING TO THE COVERED PRODUCT;
- R) ANIMALS (INCLUDING PETS), ANIMAL INHABITATION OR INSECT INFESTATION;
- S) NORMAL PERIODIC OR PREVENTIVE MAINTENANCE, USER EDUCATION (TRAINING) OR SET UP ADJUSTMENTS OR IT SUPPORT SERVICES;
- T) DAMAGE TO THE PRODUCT AS A RESULT OF FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDED MAINTENANCE, OPERATION/STORAGE OF THE PRODUCT AND MANUFACTURER'S SPECIFICATIONS OR INSTRUCTIONS;
- U) ANY SERVICE OF THE PRODUCT THAT IS COVERED BY ANY WARRANTY, GUARANTEE, INSURANCE, OR OTHER SERVICE AGREEMENT;
- V) 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, GOVERNMENTAL ACT, OR INTERNET OR OTHER TELECOMMUNICATIONS MALFUNCTION;
- W) MERCHANDISE THAT IS SUBJECT TO A MANUFACTURER'S RECALL, OR MANUFACTURER'S WARRANTY OR REWORK TO REPAIR DESIGN OR COMPONENT DEFICIENCIES, IMPROPER CONSTRUCTION, MANUFACTURER ERROR; EPIDEMIC FAILURES REGARDLESS OF THE MANUFACTURER'S ABILITY TO PAY FOR SUCH REPAIRS;
- X) ANY SERVICING THAT WOULD VIOLATE ANY **Canadian or U.S.** ECONOMIC OR TRADE SANCTIONS;
- Y) ANY SERVICES PERFORMED IN CONFLICT WITH THE **TERRITORY** PROVISION OF THIS SERVICE CONTRACT.

**THIS SERVICE CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM THE COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER ANY DATA TO ANY REPLACEMENT THAT MAY BE PROVIDED UNDER THE PROVISIONS OF THIS CONTRACT. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY ORIGINAL COVERED PRODUCT OR EQUIPMENT ASSOCIATED THEREWITH.**

**IF THE COVERED PRODUCT EXPERIENCES AN OCCURRENCE THAT IS DETERMINED TO BE EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORIZED SERVICER, THEN THE HOLDER IS RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.**

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#### **RENEWABILITY**

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

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#### **TRANSFERABILITY**

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

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#### **CANCELLATION**

*The Holder may cancel this Contract within 30 days by informing the Administrator at 1-[877-696-7786] (or in writing) of the cancellation request. NOTICE: The following cancellation provisions apply to the original purchaser of this Contract only. NO CANCELLATION FEE APPLIES.*

**A. IF HOLDER CANCELS THIS CONTRACT WITHIN 30 DAYS OF THE CONTRACT PURCHASE DATE:**

The Holder will receive a 100% refund of the full Contract purchase price paid by the Holder, minus any Claims paid by Us. If the Holder's refund is not paid or credited within thirty (30) days after their cancellation request to Us, We will add an extra 10% to the Holder's due refund for every thirty (30) days the refund is not paid by Us.

**B. THIS CONTRACT IS NOT CANCELLABLE BY THE CONTRACT HOLDER AFTER 30 DAYS FROM PURCHASE.**

**C. WE MAY ONLY CANCEL THIS CONTRACT FOR:**

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

If We cancel this Contract, We will provide written notice to the Holder at least 15 days prior to the effective date of cancellation. Such notice will be sent to the Holder's current address in Our file (email or physical address as applicable), with the reason for and effective date of such cancellation. If We cancel this Contract within 30 days from the Contract purchase date, the Holder will receive a refund based upon the same criteria as outlined above. If We cancel this Contract after 30 days from the Contract purchase date, the Holder will receive a pro-rata refund of the Contract purchase price paid by the Holder, minus any Claims paid by Us.

**D. NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of the Holder.

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### COMPLAINTS PROCEDURE

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

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

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### PRIVACY AND DATA PROTECTION

The Holder agrees that any information or data disclosed to Us under this Contract is not confidential. Furthermore, the Holder agree that We may collect and process data on the Holder's behalf when We provide the services contemplated under this Contract. This may include transferring the Holder's data to affiliated companies or third party service provider. Except for the purposes of providing services in this Contract, We will not share the Holder's information with third parties without the Holder's permission and We will comply with applicable privacy and data protection laws in the Holder's specific jurisdiction.

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

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### 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 the Holder 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.** the Holder expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address the Holder provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to the Holder is considered delivered when sent to the Holder by email or fax number that the Holder provided to Us, or three (3) days after mailing to the street address the Holder provided.

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## ENTIRE AGREEMENT

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

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## SPECIAL JURISDICTIONAL REQUIREMENTS

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

**Nunavut:** YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE RETAILER, THE ADMINISTRATOR OR THE OFFICE OF THE GOVERNMENT OF THE NORTHWEST TERRITORIES (Consumer Services-Public Safety Division – Dept. of Municipal and Community Affairs-Government of the Northwest Territories, #600, 5201-50 Avenue, Yellowknife NT XIA 3S9) ORALLY OR IN WRITING.

**Ontario:** YOU MAY CANCEL THIS CONTRACT BY CONTACTING THE SELLING RETAILER OR THE ADMINISTRATOR ORALLY OR IN WRITING.

**Quebec:** The following disclosures are added to the COMPLAINTS PROCEDURE section: If You remain dissatisfied with the manner in which Your complaint has been handled, or with the results of the complaint protocol, You may contact the Financial Consumer Agency of Canada (FCAC). The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

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**NOTICE:** OUR OBLIGATIONS UNDER THIS SERVICE CONTRACT ARE BACKED BY AN INSURANCE POLICY ISSUED BY TECHNOLOGY INSURANCE COMPANY, 1145 Nicholson Rd., Unit 2, Newmarket, Ontario L3Y9C3