

## “MICROSOFT COMPLETE FOR ACCESSORIES”

### 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 **Proof of Purchase** 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** or visit <https://support.microsoft.com>.

### DEFINITIONS

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

- **“Accidental Damage”**: refers to accidental damage from handling; meaning such as damage resulting from unintentionally dropping the Covered Product, liquid spillage, or in association with screen breakage. *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>.*
- **“Administration Fee”**: the amount You are required to pay, per Claim, for certain services covered under this Contract (if any).
- **“Breakdown”**: the mechanical and/or electrical failure of the Covered Product that results in it no longer being able to perform its intended function, including defects in materials or workmanship and NOT normal wear/tear, and that occurs during normal use of the Product. *Breakdown Coverage for Surface, and Xbox Plans is provided to You by Us.*
- **“Claim”**: a request for Replacement in accordance with this Contract sent by You in respect to Breakdown Coverage in accordance with this Contract or against the Insurer in respect to Breakdown Coverage in accordance with the Product Disclosure Statement and against the Insurer in respect to Accidental Damage in accordance with the Product Disclosure Statement.
- **“Covered Product(s)”, “Product(s)”**: the eligible Microsoft device(s) purchased by You that is/are to be Covered under this Service Contract and listed in the “What is Covered” Section.
- **“Insurer”**: *Technology Insurance Co Inc.*
- **“MSRP”**: Manufacturer’s suggested retail price.
- **“Original Purchase Price”**: the amount paid by You for the covered Product(s); excluding any applicable taxes and/or fees, as indicated on Your Proof of Purchase.
- **“Plan”**: the specific “COVERAGE PLAN OPTION” under this Service Contract that You have selected and purchased, as confirmed on Your Proof of Purchase.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that confirms the date in which the Service Contract and Product were purchased, as well as the Term period and basic coverage information of the Service Contract.
- **“Replace” or “Replacement(s)”**: an item supplied to You through Our arrangement in the event of a valid Claim. We reserve the right to Replace the Covered Product with a new, rebuilt or refurbished item of equal or similar features and functionality. We make no guarantee that a Replacement will be the same model, size, dimensions or color as the previous Covered Product.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to You.
- **“Service Contract”, “Contract”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Complete program that has been provided to You upon purchase completion from Our Retailer.
- **“Term”**: the period of time shown on Your Proof of Purchase which represents the duration in which the provisions of this Contract are valid.
- **“We”, “Us”, “Our”, “Provider”, “Administrator”**: the party or parties obligated to provide service under this Contract as the service contract provider/obligor, as well as handle the administration under this Contract as the service contract Administrator, who is Microsoft Australia Pty Ltd, 1 Epping Road North Ryde, 2113 Australia.
- **“You”, “Your”**: the purchaser/owner of the Product(s) covered by this Contract.

### TERRITORY

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

### SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for damages to Your Product resulting from Accidental Damage** begins upon Product purchase date and continues for the Term shown on Your Proof of Purchase. *Accidental Damage Coverage is provided to You as a benefit pursuant to a group insurance policy We purchased from the Insurer. You may access a copy of the PDS at <http://aka.ms/au-pds>*
2. **Coverage for a Breakdown** begins upon expiration of the manufacturer’s original warranty and continues for the remainder of Your Term shown on Your Proof of Purchase. *Breakdown Coverage is provided by Microsoft and Claims arising from Breakdown are payable by Microsoft pursuant to the terms of this Contract.*

### PRODUCT ELIGIBILITY

In order to be eligible for Coverage (defined below) under this Contract, the merchandise must: (i) be an eligible Microsoft accessory (described under the "What is Covered-General" section below) purchased from an authorized Retailer; and (ii) NOT be Covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein; and (d) solely intended for normal residential/personal use (NOT intended for commercial use; such as rental, business, educational or institutional use).

## WHAT IS COVERED

During the Term described above, this Service Contract provides for a Replacement if the Covered Product has Covered Breakdown, Accidental Damage ("**Coverage**", "**Covered**", "**Cover**"). Eligible Microsoft accessory are the following:

- ▶ **Covered Essentials for Microsoft Surface Type Cover:** Plus associated pen attached to the Type Cover, if applicable, Covered under this Contract, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase. Coverage also includes shipment of the Covered Product.

*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).*

- ▶ **Covered Essentials for Xbox Elite Controller:** Coverage for one (1) Xbox Elite controller.

*NOTICE – EXPRESSLY EXCLUDED ITEMS: ANY OTHER ACCESSORIES OR ADD-ON ITEMS THAT ARE NOT LISTED IN THE "COVERED ESSENTIALS" PROVISIONS ABOVE, ARE NOT COVERED UNDER THIS PLAN.*

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

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

## IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS CONTRACT

- 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 color as the previous Covered Product.
  - ▶ Technological advances may result in a Replacement that has a lower retail or market price than the previous Covered Product, and in such situation, this Contract shall not provide You 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.
  - ▶ In all cases accessories, attachments and/or peripherals will NOT be included or provided in association with a Replacement.
- 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.
- Coverage under this Service Contract is limited to that which is specifically described in this document. Anything NOT specifically expressed herein is NOT Covered (including but not limited to any training services provided separately by Microsoft or Microsoft's designees).
- YOUR RESPONSIBILITIES: It is Your responsibility to backup any/all software and/or data (if applicable) on a regular basis; especially, prior to commencement of any services Covered under this Contract. Software and/or data transfer or restoration services are NOT Covered.

## DEDUCTIBLE

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

## WHAT IS NOT COVERED – EXCLUSIONS

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

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| (a) <b>Pre-Existing Conditions</b> incurred or known to You (" <b>Pre-Existing Conditions</b> " refers to damages or defects associated with the Covered Product THAT EXISTED before this Contract was purchased); | in transit, including improperly securing the Product during transportation;  |
| (b) <b>Improper packaging and/or transportation</b> by You or Your representative resulting in damage to the Product while it is   | (c) <b>Any Consequential Loss</b> whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, or Accidental Damage event, any non-defined mechanical/electrical failure, training |

services provided separately by Microsoft or its affiliates, or any other kind of damage of or in association with the Product; including, but not limited to any non-covered equipment used in association with the Product; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by You associated with customised installations to fit the Product such as third party stands, mounts, customised alcoves and the like; or (v) a Replacement that is a different model, size, dimension or color as the previous Product. We shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the Product or a Replacement provided under the provisions of this Service Contract.

- (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us, Microsoft, or the Insurer;
- (e) Merchandise that is intended for Commercial Use (*"Commercial Use" refers to rental, business, educational, institutional or any other non-residential use*);
- (f) Damage from freezing or overheating;
- (g) Normal wear and tear;
- (h) 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;
- (i) Viruses, vandalism, loss (unforeseen disappearance), theft, or malicious mischief or disappearance;
- (j) Rust, corrosion, warping, bending;
- (k) Animals (including pets), animal inhabitation or insect infestation;
- (l) Fortuitous events; including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature; collapse, explosion or collision of or with another object; fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction;
- (m) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions;

- (n) Improper use of electricity and power fluctuations;
- (o) Merchandise that is subject to a manufacturer's recall, warranty or rework to repair design or component deficiencies, improper construction, manufacturer error or in any case where statutory guarantees under Australian Consumer Law apply;
- (p) Merchandise that has removed or altered serial numbers;
- (q) Any consequential damages or delay in rendering service under this Service Contract, or loss of use or data during the period of time in which the Product is at an authorized servicer or otherwise awaiting parts as authorized by Us or the Insurer;
- (r) 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*);
- (s) Normal periodic or preventive maintenance, user education or set up adjustments;
- (t) Any service of the Product that is covered by a warranty, other service Contract which is provided by someone other than Us;
- (u) 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; or cracked screens;
- (v) 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;
- (w) Coverage that would violate any U.S. or other international/national economic or trade sanctions laws;
- (x) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; or
- (y) **ANY SERVICE PERFORMED OUTSIDE OF AUSTRALIA.**

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY CLAIM. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE OR THE INSURER BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

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

**For Accidental Damage Coverage consult the Insurer's PDS at <http://aka.ms/au-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, You will need to first contact Us for initial diagnosis of the problem with Your Product. THERE IS NO COVERAGE UNDER THIS CONTRACT OR THE INSURANCE POLICY IF YOU MAKE UNAUTHORIZED REPAIRS.**

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 or the Insurer require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We or the Insurer will pay for shipping to and from Your location if You follow all instructions. You are urged to use caution when transporting and/or shipping the Product, as We are not liable for any freight charges or damages due to improper packaging by You 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 or the Insurer. If Your Term expires during the time of an approved Claim, the Claim will be handled in accordance with the terms and conditions of this Contract.

## LIMIT OF LIABILITY

For BREAKDOWN COVERED CLAIMS:

- ▶ **Replacement:** Up to one (1) Replacement of the Covered Product, 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 CONTRACT WILL END; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT CONTRACT TERM.*

For ACCIDENTAL DAMAGE COVERED CLAIMS:

- ▶ **Replacement:** Up to one (1) Replacement of the Covered Product, provided at Our sole discretion, with Covered Claims.  
*NOTICE – ONCE THIS LIMIT IS REACHED, THE INSURER'S OBLIGATIONS WILL BE CONSIDERED FULFILLED AND ACCIDENTAL DAMAGE COVERAGE UNDER THE INSURER'S POLICY ENDS; REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT PDS TERM.*

We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: property damage, lost time or lost data resulting from the Breakdown of any Product or equipment, from delays in service or the inability to render service, or resulting from the unavailability of repair parts/components. Neither We nor the Retailer shall be liable for any and all Pre-Existing Conditions (defined below) known to You, including any inherent Product flaws.

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

## RENEWABILITY

After Your Term expires, We or the Insurer may offer You the option to renew Your Coverage. If We or the Insurer offer to renew Your Coverage, the renewal price quoted will reflect the age of Your Product and the prevailing Product Replacement cost at the time of the renewal.

## TRANSFERABILITY

Coverage under this Contract may be transferred by You to another individual residing in Australia by contacting the Administrator 65-6370-9000.

## GUARANTEE

This Contract is not an insurance policy; it is a service contract. Accidental Damage Coverage for all Plans referred to above is provided under an insurance policy. The PDS contains the terms on which the insurance is provided to You. Should We fail to assess any Claim You make which is covered by the group insurance policy issued by the Insurer within thirty (30) days after the Claim has been submitted, You are entitled to make a direct Claim 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 <http://support.microsoft.com/gp/customer-service-phone-numbers> (or in writing) of the cancellation request. *NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.*

### IF YOU CANCEL THIS CONTRACT:

1. Within 30 days of the Contract purchase date, You will receive a 100% refund of the full Contract purchase price paid by You, minus any Claims paid by Us. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every thirty (30) days the refund is not paid by Us.
2. After 30 days from 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:

1. Non-payment of the Contract purchase price/fee by You;
2. Material misrepresentation by You; or
3. 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 cancellation. 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 refund based upon the same criteria as outlined above.

For cancellation of the Accidental Damage Coverage and Mechanical Breakdown on Covered Products 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 at the telephone number found at <https://support.microsoft.com> or via email: [msepsbus@microsoft.com](mailto:msepsbus@microsoft.com).

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 and Mechanical Breakdown on the Covered Products provided by the Insurer please see the PDS for details at <http://aka.ms/au-pds>.

### PRIVACY AND DATA PROTECTION

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.

### ENTIRE AGREEMENT

This Service Contract; including the Proof of Purchase, 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.

Microsoft, Surface, and Xbox are trademarks of the Microsoft group of companies.