

## “MICROSOFT COMPLETE FOR SURFACE HUB”

### Commercial Service Contract Terms & Conditions

**CONGRATULATIONS!** Thank you for purchasing “Microsoft Complete for Surface Hub”. Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), 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 You determine and understand “WHAT IS COVERED” under this **Contract**.

#### Microsoft’s contact details

Name and address:	Microsoft Regional Sales Corp, Blk 438 B, Alexandra Technopark, #04-09/12, Alexandra Road Singapore 119968.
Telephone number:	65-63709000
Email address:	<a href="mailto:msepsbus@microsoft.com">msepsbus@microsoft.com</a>

#### 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 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 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 bolded out words have the stated meaning –

- **“We”, “Us”, “Our”**: the **Manufacturer**, or on its behalf an administrator or claims administrator obligated to provide a service under this **Contract**.
- **“Manufacturer”, “Microsoft”**: the original equipment manufacturer, Regional Sales Corp., a corporation organized under the laws of Nevada, USA, with a branch in Singapore, having its principal place of business at 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968. Website: www.microsoft.com
- **“Retailer”**: the seller that has been authorised by **Manufacturer** to sell this **Contract** to **You**.
- **“You”, “Your”**: the purchaser/owner of the **Product(s)** protected by this **Contract**.
- **“Product(s)”**: the item(s) that **You** originally purchased, or, at **Our** discretion, a **Replacement** item provided by **Us** that is protected under this **Contract**.
- **“Limit of Liability”**: the maximum liability under this **Contract** for any one warranty claim and in total during the **Term** of the **Contract**, as stated in the ‘Warranty’.
- **“Consequential Loss”**: a loss or cost incurred by **You** resulting from a protected incident 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.
- **“Original Purchase Price”**: the amount paid by **You** for the protected **Product(s)**; excluding any applicable taxes and/or fees, as indicated on **Your Proof of Purchase**.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale that details the **Product** purchased, or similar invoice receipt or proof of exchange under **Manufacturer’s** warranty documentation that provides proof that **You** own the **Product**.
- **“Term”**: the period of time in which the provisions of this **Contract** are valid as stated on **Your Summary of Protection**.
- **“Breakdown”**: the actual breaking or burning out of any part of **Your Product** whilst being used within the **Manufacturer’s** guidelines and arising from internal electronic, electrical or mechanical defects in the **Product** causing sudden stoppage of the function thereof and necessitating immediate **Repair** before it can resume normal operation.
- **“Repair”**: the actions **We** take to mend, remedy, or restore **Your Product** to a sound functioning state following a protected **Breakdown** warranty claim. *Parts used to **Repair** the **Product** may be new, used or refurbished parts that perform to the factory specifications of the original **Product**.*
- **“Replace” or “Replacement(s)”**: in the event **We** determine the original defective **Product** is not suitable for **Repair**, the delivery to **You** of a product that is the same model or a model with similar features and functionality as **Your Product**. ***We** will use every reasonable effort to **Repair**, but **We** reserve the right to **Replace** the defective **Product**, at **Our** sole discretion, with a new, rebuilt, or refurbished model of equal or similar features and functionality.*
- **“Summary of Protection”**: the first page of **Your** online **Microsoft** account, as stated in the ‘Warranty’, that confirms **Your** protection under this **Contract**.

## TERM – EFFECTIVE DATE OF PROTECTION

Protection for a **Breakdown** begins upon expiration of the shortest portion 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 for protection under this **Contract**, the **Product** must be: (a) purchased from a **Retailer**; (b) have a minimum twelve (12) month **Manufacturer’s** warranty, and (c) not covered under any Service Contract, warranty, guarantee and/or service **Contract** providing the same benefits as outlined herein.

## WHAT IS PROTECTED – GENERAL

On the occurrence of a protected incident, this **Contract** covers the cost of labour and/or parts required to **Repair** the **Product**, or at **Our** sole discretion, **Replace** the **Product** in lieu of **Repair** if it suffers **Breakdown**. On-site repairs, removal, reinstallation and shipment of the covered **Product** to **Our** depot centre (if necessary) are also covered. *NOTE: accidental damage from handling (such as damage resulting from dropping the covered **Product**, liquid spillage, or in association with screen breakage) is NOT covered.*

Protection described in this **Contract** does not replace or provide duplicative benefits during any active **Manufacturer’s** warranty period. During such period, anything covered under that warranty is the sole responsibility of the **Manufacturer** and will not be considered under this **Contract**; regardless of the **Manufacturer’s** ability to fulfil its obligations. **We** will **Repair** or **Replace Your Product** pursuant to the provisions of this **Contract**. If **We** decide to **Replace Your Product**, technological advances may result in a product with a lower selling price than **Your Product**, and no reimbursement will be provided for the difference in price between the **Product** and the **Replacement** product. Any and all parts or units replaced under this **Contract** become **Our** property in their entirety.

## WARRANTY

(As indicated on **Your Summary of Protection** and applicable to **You**)

**Your Summary of Protection** can be found at <https://mybusinessservice.surface.com/>

If **You** purchased the ‘Complete for Surface Hub’ as indicated on **Your Summary of Protection**, **Your Contract** includes **Breakdown** Coverage for **Your Product**.

## BREAKDOWN

**You** are protected for an unlimited number of **Breakdown** warranty claims 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) warranty claim shall not exceed the **Original Purchase Price** of **Your Product**.

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

- An unlimited number of **Repairs** during **Your Contract Term**, up to a total of the **Original Purchase Price** of **Your Product** providing that it is not necessary to **Replace Your Product**.
- Up to one (1) **Replacement** of **Your Product**.

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

**NOTICE – About Replacements:** Under **Your Contract**, when a **Replacement** product is applicable and provided to **You** in lieu of **Repair**, any accessories that are not integral to the basic function of **Your Product** will NOT be provided with the **Replacement** product. **Replacement** products may not be the same model or colour as **Your Product**. A **Replacement** product may be a new or refurbished product of equal or similar features and functionality as **Your Product**.

### **WHAT IS NOT PROTECTED – EXCLUSIONS**

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

- |  |  |
|--|--|
| (a) Pre-Existing Conditions incurred or known to <b>You</b> ( <i>Pre-Existing Condition refers to a condition that, within all reasonable mechanical or electrical probability, relates to the mechanical fitness of <b>Your Product</b> before this <b>Contract</b> was purchased</i> ).  | (n) construction, <b>Manufacturer</b> error regardless of the <b>Manufacturer's</b> ability to pay for such repairs.   |
| (b) Improper packaging and/or transportation by <b>You</b> or <b>Your</b> representative resulting in damage to the <b>Product</b> while it is in transit, including improperly securing the <b>Product</b> during transportation.   | (o) <b>Product(s)</b> that have removed or altered serial numbers.   |
| (c) Any <b>Consequential Loss</b> whatsoever.  | (p) Cosmetic damage however caused to <b>Your Product</b> , including marring, scratching and denting unless such cosmetic damage results in loss of functionality.  |
| (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by <b>Us</b> .  | (q) Normal periodic or preventive maintenance, adjustment, modification or servicing.  |
| (e) Damage from freezing, overheating, rust, corrosion, warping or bending.  | (r) Any service of the <b>Product</b> that is covered by a warranty or other Service Contract.   |
| (f) Wear and tear, or gradual deterioration of <b>Product</b> performance.   | (s) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.  |
| (g) The intentional or negligent treatment of the <b>Product</b> in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure.  | (t) Screen/monitor imperfections, including but not limited to burned-in images in CRT, LCD, LED or plasma screens caused by video games, prolonged display of one or more video signals, or cracked screens.  |
| (h) Damage to or malfunction of <b>Your Product</b> caused by or attributed to the operation of a software virus or any other software based malfunction.  | (u) Cost of component parts not covered by the <b>Product's</b> original <b>Manufacturer's</b> 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 <b>Contract</b> ), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring. |
| (i) Loss, theft, or malicious mischief or disappearance.   | (v) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the <b>Product</b> .  |
| (j) Fortuitous events, including, but not limited to: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, nuclear radiation, radioactive contamination, riot, war or hostile action. | (w) Any cost arising as a result of the failure of any item that is intended to be a consumable item.  |
| (k) Any accidental damage, meaning physical damage to the <b>Product</b> following a sudden and unforeseen accident which affects the functionality of <b>Your Product</b> and is not otherwise specifically excluded from this <b>Contract</b> , whatsoever.  | (x) Any claim where <b>Proof of Purchase</b> had not been provided except where <b>We</b> agree to transfer the benefit of the <b>Contract</b> .   |
| (l) Lack of performing the <b>Manufacturer's</b> recommended maintenance, operation, or storage of the <b>Product</b> in conditions outside of the <b>Manufacturer's</b> specifications or instructions.   | (y) Any claim for the restoration of software or data, or for retrieving data from <b>Your Product</b> .   |
| (m) <b>Product(s)</b> that are subject to a <b>Manufacturer's</b> recall, warranty or rework to repair design or component deficiencies, improper  | (z) Improper use of electricity, power fluctuations or power surges;   |
|  | (z) Any service performed outside of New Zealand.  |

### **WARRANTY CLAIMS**

**IMPORTANT:** THE SUBMISSION OF A WARRANTY CLAIM 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 warranty claim incident occurring. Failure to observe these procedures may invalidate **Your** warranty claim.

When **You** make a warranty claim **Microsoft** will ask **You** questions about **Your** warranty claim 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, call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>. **Our** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product**. Once coverage has been confirmed, service for the defective Product may be provided in any or all of the following manners:

1. Attempt to resolve the situation over the telephone and/or remotely.
2. If **We** are unsuccessful in resolving the issue over the telephone and/or remotely, **We** will send an authorized technician on-site to evaluate and attempt to Repair the Product.
3. If the defective Product cannot be repaired on-site and must be shipped to one of **Our** depot centers, **We** will provide for the removal and shipping of the defective Product to **Our** depot center, as well as the return and reinstallation of the Repaired Product (or if applicable, Replacement Product) back to **Your** location.

*NOTE: The affected Product should never be returned to a Retailer or shipped anywhere, unless We have provided instructions to do so.*

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

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## RENEWABILITY

This **Contract** may be renewed after **Your Term** expiration, at **Our** discretion. If **We** offer to further extend **Your** Warranty, the renewal price quoted will reflect the age of **Your Product** and the prevailing **Product Replacement** cost at that time.

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## TRANSFERABILITY

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

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## CANCELLATION

### YOUR RIGHT TO CANCEL

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

**You** may write to **Us** at: **Contract** Cancellations, Regional Sales Corp., 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968, phone **Us** on the phone number found at <http://support.microsoft.com>, or email [msepbus@microsoft.com](mailto:msepbus@microsoft.com).

If **Your** cancellation request is within thirty (30) 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 warranty claims have been made during that period.

If **Your** cancellation request is made after thirty (30) days of the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price paid by **You**, provided no warranty claims have been made.

### OUR RIGHT TO CANCEL

If **We** cancel this **Contract**, **We** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** address in **Our** file (email or physical address as applicable), with the reason for and effective date of such cancellation. If **We** cancel this **Contract**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

**We** may only cancel this **Contract** 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.

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## 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/gp/customer-service-phone-numbers>, <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.

## PRIVACY AND DATA PROTECTION

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### DATA TRANSFER CONSENT

By purchasing this **Contract**, **You** have consented to the use of **Your** data as described below.

### DATA PROTECTION

**We** are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this **Contract** will be regarded as **Your** acknowledgement that **You** have read and accepted this **Contract**.

### HOW WE USE AND PROTECT YOUR INFORMATION AND WHO WE SHARE IT WITH

**We** will use **Your** information (name, contact details, purchase information, product and warranty information) to manage **Your Contract**, including underwriting and warranty claims handling. This may include disclosing it to insurers, administrators, third party underwriters and reinsurers.

**Your** information comprises of all the details that **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** will provide an adequate level of protection to **Your** data.

**We** do not disclose **Your** information to anyone outside the Microsoft Group except:

- Where **You** have given **Your** permission.
- Where **We** are required or permitted to do so by law.
- To credit reference and fraud prevention agencies where permitted under legislation.
- Other companies that provide a service to **Us** or **You** in relation to this **Contract**.
- Where **We** transfer rights and obligations under this **Contract**.

**We** may transfer **Your** information to other countries and jurisdictions for the purposes of managing **Your Contract** within the limits laid down above and on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

**You** have expressly granted **Your** permission for information relating to **You** and **Your Product** to be held and processed by companies of the Microsoft Group or other companies within the limits laid down above in the United States of America.

### YOUR RIGHTS

**You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**. If **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To be provided with a copy of the information **You** may be asked to pay a small fee.

### MARKETING

**We** will not use **Your** data for marketing purposes. All information provided is used to manage **Your Contract** only, except where **You** have consented explicitly to such other use.

## GENERAL PROVISIONS

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### 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.

### WAIVER AND 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 this **Contract** will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this **Contract** 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.

#### 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.