

“ MICROSOFT PLUS ”

Service Contract Terms & Conditions

BE SURE TO REGISTER YOUR SERVICE CONTRACT ONLINE!

Please keep this important service terms and conditions document (**herein after referred to as the “Service Contract” and “Contract”**), and Proof of Purchase Certificate together in a safe place, as presenting them will be required when making a Claim. The information contained in this Contract is intended to serve as a valuable reference guide to help You determine and understand WHAT IS COVERED under Your Contract. For any questions regarding the information contained in this Contract, or Your Coverage in general, please contact the Administrator at +852 2388 9600.

DEFINITIONS

Throughout this Contract, the bolded text indicate has the following stated meaning –

- **“Service Contract”, “Contract”**: this document detailing all Coverage provisions, conditions, exclusions and limitations for the Microsoft Plus program that has been provided to You upon purchase completion from Our Retailer.
- **“We”, “Us”, “Our”, “Provider”, “Obligor”, “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 Ireland Operations Limited, located at One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland.
- **“Microsoft”**: Microsoft Corporation, or, in each individual case, the applicable and eligible affiliate of Microsoft Corporation which takes the role as the original equipment manufacturer of the Covered Product.
- **“Retailer”**: the seller that has been authorized by Us to sell this Contract to You.
- **“You”, “Your”**: the purchaser/owner of the Product(s) covered by this Contract.
- **“Covered Product(s)”, “Product(s)”**: the eligible Microsoft Surface, Studio or Xbox series device(s) purchased by You that is/are to be Covered under this Service Contract.
- **“Plan”**: the specific “COVERAGE PLAN OPTION” under this Service Contract that You have selected and purchased, as confirmed on Your Proof of Purchase.
- **“Product(s)”**: the item(s) that You originally purchased, or at Our discretion, a Replacement item provided by Us, that is to be covered under this Contract.
- **“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.
- **“Proof of Purchase”**: the original purchase receipt provided at the point of sale and the value-added invoice indicating the Original Purchase Price that confirms the date in which the Service Contract and Product were purchased, as well as the Term period and specific Coverage Plan Option.
- **“Term”**: the period of time shown on Your Proof of Purchase which represent the duration in which the provisions of this Contract are valid.
- **“Claim”**: a Request for Repair or Replacement in accordance with this Contract sent by You.
- **“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.
- **“Service Fee”**: the amount You are required to pay, per Claim, for services covered under this Contract (if any).
- **“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.
- **“Repair”**: the actions We take to mend, remedy, or restore Your Covered Product to a sound functioning state following a Covered Breakdown Claim. Parts used to Repair the Covered Product may be new, used, refurbished or non-original manufacturer parts that perform to the factory specifications of the original Product.
- **“Replace” or “Replacement(s)”**: an item supplied to You through Our arrangement in the event We determine the Covered Product is not suitable for Repair. We reserve the right to Replace Your defective Product with a new, rebuilt or refurbished item of equal or similar features and functionality. We will try all best to but make no guarantee that a Replacement will be the same model, size, dimensions, or color as the previous Covered Product subject to availability in stock.

TERRITORY

This Service Contract is valid and eligible for purchase in Hong Kong S.A.R. only.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

Coverage for a Breakdown begins upon the expiration of the shortest warranty provided by the manufacturer of the original parts and continues for the remainder of Your Valid Term shown on Your Proof of Purchase.

PRODUCT SERVICE CONDITIONS

In order to be eligible for Coverage (defined below) under the condition of this Contract, the merchandise must be: (a) an eligible Microsoft Surface, Studio, or Xbox series device; (b) purchased from an authorized Retailer; and (c) not covered under any insurance, or other warranty, guarantee and/or service contract providing the same benefits as outlined herein.

WHAT IS COVERED – GENERAL

During the SERVICE CONTRACT TERM described above, in the event of a covered Claim for a Breakdown event, this Service Contract provides for (i) the labor and/or parts required to Repair the covered Product; or (ii) at Our sole discretion, a Replacement of the Covered Product in lieu of such Repair; or (iii) a straight Replacement for the Covered Product if detailed under Your Plan description (“Coverage”, “Covered”, “Cover”). Please refer to the “COVERAGE PLAN OPTIONS” section that is applicable to Your Plan for full details.

IMPORTANT NOTICES REGARDING COVERAGE 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 color as the previous Covered Product subject to availability in stock.
 - ▶ 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, and subject to confidentiality and privacy, We are not obligated to store, save or otherwise keep any information or data in the above Replaced parts, components or entire units, and reserve the right to delete, format or dispose the same at Our own discretion.
 - ▶ In all cases accessories, attachments and/or peripherals will NOT be included or provided in association with a Replacement.
- 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. 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. 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 Covered under this Contract. Software and/or data transfer or restoration services are NOT Covered.

SERVICE FEE

Refer to Your Plan description in the “COVERAGE PLAN OPTIONS” section to confirm if You are required to pay any Service Fee amount for Coverage under this Plan.

COVERAGE PLAN OPTIONS

(As indicated on your Proof of Purchase and applicable to You)

Your Summary of Cover can be found at <https://support.microsoft.com/zh-hk>.

When purchased, this Contract provides the coverage that is described in the “WHAT IS COVERED – GENERAL” section above and subject to the following provisions:

COVERED ESSENTIALS: Surface tablet, laptop, Studio desktop computer, and/or book plus associated power supply unit with attaching cords are insured under this Contract, when such are originally supplied by Microsoft within a single, all-in-one packaged purchase.

- ▶ **NOTICE** – Studio desktop computer only includes mouse and keyboard when such are originally supplied by Microsoft within a single, all-in-one packaged purchase).
- ▶ **NOTICE – EXPRESSLY EXCLUDED ITEMS:** DIGITAL PEN, KEYBOARD, MOUSE AND OR ADD-ON ITEMS ARE NOT COVERED UNDER THIS CONTRACT (REGARDLESS OF WHETHER SUCH WERE ORIGINALLY SUPPLIED BY MICROSOFT WITHIN A SINGLE, ALL-IN-ONE PACKAGED PURCHASE).

DEDUCTIBLE

Under Your Contract, no Deductible payment is required.

LIMIT OF LIABILITY

For all Covered Claims, the cumulative maximum amount that We are obligated to pay is the amount equal to the Original Purchase Price shown on Your Proof of Purchase (“Aggregate Limit”). The Replacement limit that accumulates towards this Aggregate Limit is broken down as follows:

- ▶ **AGGREGATE LIMIT FOR COVERED CLAIMS:** Up to one (1) Replacement, provided at Our sole discretion, with Covered Claims. 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.

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 TEN (10) CALENDAR DAYS OF CONFIRMED DELIVERY RECEIPT OF THE REPLACEMENT PRODUCT. If You do not return the defective Product to Us within ten (10) 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.

PLACE OF SERVICE

For covered Claims, You are responsible for transporting Your Product to a service center authorized by Us (i.e. delivery in person or prepaid courier fees).

LIMIT OF SERVICE OBLIGATIONS

In addition to that which is noted in the "COVERAGE PLAN OPTIONS" section as applicable to "Your Plan", neither We nor the Retailer shall be liable for any incidental or consequential damages; including but not limited to: (i) property damage, lost time, lost data, or lost income resulting from a defined Breakdown, 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 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 previous 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 You, including any inherent Product flaws.

WHAT IS NOT COVERED – EXCLUSIONS

YOU HEREBY CONFIRM THAT THIS CONTRACT DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

- | | |
|---|--|
| <p>(a) Pre-Existing Conditions incurred or known to You (<i>"Pre-Existing Conditions" refers damages or defects associated with the Covered Product before this Contract was purchased</i>);</p> <p>(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;</p> <p>(c) Any Consequential Loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, 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 and, 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, unless otherwise provided by applicable law..</p> <p>(d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorized by Us or Microsoft;</p> <p>(e) Merchandise that is intended for Commercial Use (<i>"Commercial Use" refers to rental, business, educational, institutional or any other non-residential use</i>);</p> <p>(f) Damage from freezing or overheating;</p> <p>(g) Normal wear and tear;</p> | <p>(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;</p> <p>(i) Viruses, vandalism, loss (unforeseen disappearance), theft, or malicious mischief or disappearance;</p> <p>(j) Rust, corrosion, warping, bending;</p> <p>(k) Animals (including pets), animal inhabitation or insect infestation;</p> <p>(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;</p> <p>(m) Accidental Damage;</p> <p>(n) Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions;</p> <p>(o) Improper use of electricity and power fluctuations;</p> <p>(p) Merchandise that is 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;</p> <p>(q) Merchandise that has removed or altered serial numbers;</p> <p>(r) 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;</p> |
|---|--|

(s) **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);**

(t) **Normal periodic or preventive maintenance, user education or set up adjustments;**

(u) **Any service of the Product that is covered by a warranty, other service contract, or insurance;**

(v) **Accessories and peripherals (such as detachable keyboards), or attachments that are essential to the basic function of the Product, but not provided and included by the manufacturer in the packaging and with the original sale of the Product;**

(w) **Screen/monitor imperfections; including but not limited to: burned-in images in CRT, LCD, LED or plasma screens**

YOU HEREBY CONFIRM THAT YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY REPAIR. THIS SERVICE 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 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 THIS CONTRACTS 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 YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE; INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR SERVICE CONTRACT. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. THIS CONTRACT MAY NOT PROVIDE ANY COVERAGE IF YOU MAKE UNAUTHORIZED REPAIRS.

For best service, have Your Proof of Purchase readily available and call Us at +852 2388 9600. Our authorized representatives will promptly obtain details regarding the issue You are experiencing with the Product, and will first attempt to resolve the situation over the telephone and/or remotely. If We are unsuccessful in resolving the issue over the telephone and/or remotely, You will be provided with a *Claim service request number* and further instructions on how to obtain service for Your Product.

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

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

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

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

caused by video games, prolonged display of one or more video signals; or cracked screens;

(x) **Cost of lost components not covered 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 molding, switches and wiring; or Coverage that would violate any U.S. or other international/national economic or trade sanctions laws;**

(y) **Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance or use of the Product; unless otherwise provided by applicable law provided or**

(z) **Any service performed outside of Hong Kong S.A.R.**

RENEWABILITY

After Your Term expires, We may offer You the option to renew Your Coverage. If We 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 Hong Kong S.A.R. by contacting the Administrator at +852 2388 9600.

CANCELLATION

You may cancel this Contract at any time by informing the Administrator at +852 2388 9600 (or in writing) of the cancellation request.

NOTICE: The following cancellation provisions apply to the original purchaser of the Contract only.

- If Your cancellation request is within 30 days of the Contract purchase date, You will receive a 100% refund of the Contract purchase price paid by You, minus any Claims already paid by Us. If Your refund is not paid or credited within 30 days after Your cancellation request to Us, We will add an extra 10% to Your due refund for every 30 days the refund is not paid by Us.
- If Your cancellation request is made after 30 days of the Contract purchase date, You will receive a pro-rata refund of the Contract purchase price paid by You, minus any Claims paid by Us.
- We may only cancel this Contract for the following reasons: (A) non-payment of the Contract purchase price/fee by You; (B) material misrepresentation by You; or (C) substantial breach of duties under this Contract by You in relation to the covered Product or its use.

If We cancel this Contract, We will provide written notice to You at least 15 days prior to the effective date of 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 pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

COMPLAINTS PROCEDURE

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

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

PRIVACY AND DATA PROTECTION

You hereby clearly agree that any information or data disclosed to Us for services under this Contract and understand that You authorize Us to provide Your personal and confidential information to Our employees, representatives, Our authorized service providers or other third parties. 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 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 the information disclosed to Us for services, you hereby agree and authorize that Your information may be transferred to other countries and jurisdictions provided that anyone to whom We transfer Your information provides an adequate level of confidential protection and will assume the obligation to maintain confidentiality. In addition, if required in accordance with the law, Your information may be accessed by law enforcement agencies and other government authorities to prevent and detect crime and comply with legal obligations.

GENERAL PROVISIONS

Subcontract. You hereby clearly agree that 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; Severability. The failure of any party required to fulfil contractual stipulations for the other party of any provision hereof will not affect the full right to enforce such stipulations at any time thereafter; nor will the waiver by either party of a breach of any stipulation hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these contractual stipulations will be unenforceable or invalid under any applicable law or voided by an 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 revised 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 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.

Law. This Service Contract is governed and construed by the laws of Hong Kong S.A.R.

ENTIRE AGREEMENT

This Service Contract; including the Proof of Purchase, terms, conditions, service 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.