

“MICROSOFT EXTENDED HARDWARE PLAN”

Commercial 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 IS NOT OF AN ACCEPTABLE QUALITY OR IF THE PRODUCT FAILURE IS NOT 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.

DEFINITIONS

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

- “**Accidental Damage**”: accidental damage from handling; such as damage resulting from dropping the covered Product, liquid spillage, or in association with screen breakage.
- “**Breakdown**”: the mechanical and/or electrical failure of Your Product to perform its intended function, including defects in materials or workmanship; occurring during normal use of the Product.
- “**Claim**”: a demand for payment against Us in respect to Breakdown coverage in accordance with this Contract.
- “**Manufacturer**”, “**Microsoft**”: the original equipment manufacturer of the **Product**.
- “**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.
- “**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.
- “**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 specific Coverage Plan Option.
- “**Repair**”: the actions We take to mend, remedy, or restore Your Product to a sound functioning state following a covered Breakdown. Parts used to Repair the 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 original defective Product is not suitable for Repair. *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 and We make no guarantee that a Replacement will be the same model, size, dimensions or color as the previous Product*
- “**Retailer**”: the seller that has been authorized by Microsoft and Us to sell this Contract to You.
- “**Term**”: the period of time in which the provisions of this Contract are valid.
- “**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 Australia Pty Ltd, 1 Epping Road North Ryde, 2113 Australia.
- “**You**”, “**Your**”: the purchaser/owner of the Product(s) covered by this Contract.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

Coverage for a Breakdown begins upon expiration of the shortest portion of the manufacturer’s original parts and/or labor 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 be: (a) purchased from an authorized Retailer; (b) not be a Surface Hub model and (c) not covered under any other insurance, warranty, guarantee and/or service contract providing the same benefits as outlined herein.

WHAT IS COVERED – GENERAL

During the **Term**, in the event of an insured claim for a **Breakdown**, this **Contract** provides for: (i) the labour and/or parts necessary to **Repair** the **Product**; OR (ii) at **Our** sole discretion, a **Replacement** for the **Product** in lieu of such **Repair**. Please refer to the “**COVERAGE PLAN OPTIONS**” section that is applicable to **Your Contract** for full details.

For Breakdown Claims, 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 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 Our property in their entirety. *When a*

Replacement is applicable and provided in lieu of Repair, 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.

OPTIONAL ADDITIONAL COVERAGE: DRIVE (SSD) RETENTION OPTION

When selected and purchased by You and is indicated on the Proof of Purchase, this additional coverage will provide You 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 on the product page for Your Covered Device.

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 colour as the previous **Product**.
 - ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Contract** shall not provide **You** with any reimbursement for such a price difference.
 - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. COVERAGE DESCRIBED UNDER THIS **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 fulfil its obligations.
- C. COVERAGE UNDER THIS **CONTRACT** IS LIMITED TO THAT WHICH IS SPECIFICALLY DESCRIBED IN THIS DOCUMENT, AS APPLICABLE TO **YOUR CONTRACT**. Anything NOT specifically expressed herein is NOT 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.

COVERAGE PLAN OPTIONS

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

Your **Summary of Cover** can be found at www.microsoft.com/surface/business/extended-service-warranty.

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 two (2) **Replacements**, 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.

ADDITIONAL BENEFIT INCLUDED IN THIS SERVICE CONTRACT

During the Term, if due to Breakdown, Your Product has three (3) Repairs covered under Your Contract for the same problem and a fourth (4th) Repair is required for the same problem and considered covered under Your Contract ("**Qualifying Service Repairs**"), We will Replace Your Product with one of like kind and quality, but not necessarily same brand, or, at Our sole discretion, provide You with reimbursement equal to the fair market value of the

Product as determined by Us based upon the age of the Product and subject to the "LIMIT OF LIABILITY" section. Any Repair services performed while Your Product is under its manufacturer's warranty period are not considered to be Qualifying Service Repairs under this benefit.

PLACE OF SERVICE

For all covered Claims, this Contract provides pre-paid shipping of the affected Product to the servicing location designated by the Administrator, as well as shipping of the Repaired Product (or Replacement, if applicable) back to Your registered location on file.

LIMIT OF LIABILITY

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: 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.

WHAT IS NOT COVERED – BREAKDOWN EXCLUSIONS

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

- (a) **Pre-Existing Conditions** incurred or known to You (*"Pre-Existing Conditions" refers to damages or defects associated with the Product that existed before this Contract was purchased*);
- (b) **Improper packaging and/or transportation** by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation;
- (c) **Modifications, adjustments, alterations, manipulation or repairs** made by anyone other than a service technician authorized by Us;
- (d) **Damage from freezing or overheating**;
- (e) **Normal wear and tear**;
- (f) **The intentional treatment of the Product in a harmful, injurious, malicious, reckless or offensive manner which results in its damage and/or failure**;
- (g) **Viruses, vandalism, loss, theft, or malicious mischief or disappearance**;
- (h) **Rust, corrosion, warping, bending**;
- (i) **Animals (including pets), animal inhabitation or insect infestation**;
- (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;
- (k) **Accidental Damage**;
- (l) **Lack of performing the manufacturer's recommended maintenance, operation/storage of the Product in conditions outside of the manufacturer's specifications or instructions**;
- (m) **Improper use of electricity and power fluctuations**;
- (n) **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**;
- (o) **Merchandise that has removed or altered serial numbers**;
- (p) **Any consequential damages whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, or AD 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, 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 Contract.**
- (q) **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*);
- (r) **Normal periodic or preventive maintenance, user education or set up adjustments**;
- (s) **Any service of the Product that is covered by a warranty, other service contract which is provided by someone other than Us, or insurance which is provided by someone other than the insurer**;
- (t) **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**;
- (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. economic or trade sanctions**;
- (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 REPAIR. 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 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 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 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.

For best service, have Your Proof of Purchase readily available and call Us at the phone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit www.microsoft.com/surface/business/extended-service-warranty. 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 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, Breakdown 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.

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 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 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. 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 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 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 New South Wales 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 and Surface are trademarks of the Microsoft group of companies.