

## “MICROSOFT EXTENDED HARDWARE SERVICE PLAN FOR SURFACE HUB”

### Commercial Service Contract Terms & Conditions

#### LEARN MORE ABOUT YOUR SURFACE HUB ONLINE!

To learn more about your Product and how to get in touch with Microsoft in case of any issues, please visit <https://www.microsoft.com/surface/support/surface-hub>.

**CONGRATULATIONS!** Thank you for purchasing “Microsoft Extended Hardware Service Plan 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** is intended to serve as a valuable reference guide to help You determine and understand what is covered under 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, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland. Website [www.microsoft.com](http://www.microsoft.com)
- “**Retailer**”: the seller that has been authorised by the **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 insurance, 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, **Replacement** of 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://www.microsoft.com/surface/support/surface-hub>

If **You** purchased the 'Extended Hardware Service Plan 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**

The maximum amount that **We** are obligated to pay pursuant to this **Service Contract** during the **Contract Term** shall not exceed the amount equal to the **Original Purchase Price**, one (1) **Replacement**, or the coverage limits described below, at **Our** sole discretion.

For **Breakdown** covered claims:

- Aggregate **Repair** Limit: three (3) **Repairs** to the original covered **Product**, up to the **Original Purchase Price**.

OR

- Aggregate **Repair** Limit: two (2) unlimited **Repairs** to the original covered **Product**, up to the **Original Purchase Price**.
- **Replacement** Limit: up to one (1) **Replacement** of the original covered **Product** in the event **We** determine that it cannot be repaired.

**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:

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| (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 Contract was purchased.</i> ) | (k) collapse, explosion or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand or smoke.  |
| (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.   | (l) 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.      |
| (c) Any <b>Consequential Loss</b> whatsoever.  | (m) 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.   |
| (d) Modifications, adjustments, alterations, manipulation or repairs made by anyone other than a service technician authorised by <b>Us</b> .  | (n) <b>Product(s)</b> that are subject to a <b>Manufacturer's</b> recall, warranty or rework to repair design or component deficiencies, improper construction, <b>Manufacturer</b> error regardless of the <b>Manufacturer's</b> ability to pay for such repairs. |
| (e) Damage from freezing, overheating, rust, corrosion, warping or bending.  | (o) <b>Product(s)</b> that have removed or altered serial numbers.   |
| (f) Wear and tear, or gradual deterioration of <b>Product</b> performance.   | (p) Cosmetic damage however caused to <b>Your Product</b> , including marring, scratching and denting unless such cosmetic damage results in loss of functionality.  |
| (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.  | (q) Normal periodic or preventive maintenance, adjustment, modification or servicing.  |
| (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.  | (r) Any service of the <b>Product</b> that is covered by a warranty, other service policy, or insurance.   |
| (i) Loss, theft, or malicious mischief or disappearance.   | (r) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.  |
| (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,  |  |

- (s) 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.
- (t) Cost of component parts 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 moulding, switches and wiring.
- (u) Liability or damage to property arising out of the operation, maintenance or use of the **Product**.
- (v) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
- (w) Any claim where **Proof of Purchase** had not been provided except where **We** agree to transfer the benefit of the **Contract**.
- (x) Any claim for the restoration of software or data, or for retrieving data from **Your Product**.
- (y) Improper use of electricity, power fluctuations or power surges;
- (z) Any service performed outside of the Ireland.

## 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 Policy**.

For best service, call **Us** at the telephone number found at <https://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 centres, **We** will provide for the removal and shipping of the defective **Product** to **Our** depot centre, 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 centre 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**.

## 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.

## TRANSFERABILITY

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

## 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, Microsoft Ireland Operations Limited, The Atrium Building, Block B, Carmanhall Road, Sandyford Business Estate, Dublin 18, Ireland, phone **Us** on the phone number found at <https://support.microsoft.com>, or email [msepsbus@microsoft.com](mailto:msepsbus@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.

#### **COMPLAINTS PROCEDURE**

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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 <https://support.microsoft.com/gp/customer-service-phone-numbers>, <https://support.microsoft.com> or via email: [msepbus@microsoft.com](mailto:msepbus@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 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 (group means a company which is a parent (as defined in section 1162 of the Companies Act 2006) or a subsidiary undertaking (as defined in section 1162 of the Companies Act 2006) 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 related companies 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.

##### **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 Ireland.

#### 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.

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