

“MICROSOFT COMPLETE FOR DEVICES”

Consumer Service Contract Terms & Conditions

Please keep this important terms and conditions document 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**. For any questions regarding the information contained in this **Contract** document, or **Your Coverage** in general, please contact **Us**.

Consumer Rights: for consumers in territories that have the benefit of consumer protection laws or regulations, the benefits conferred by this **Contract** are in addition to all rights and remedies provided under such laws and regulations. Nothing in this **Contract** shall prejudice consumer rights granted by applicable mandatory laws, including consumer’s right to the remedies under statutory warranty law and to seek damages in the event of total or partial non-performance or inadequate performance by **Us** of any of **Our** contractual obligations.

DEFINITIONS

Throughout this **Service Contract**, the following capitalized and bolded words have the stated meaning:

- **“Accidental Damage From Handling”, “ADH”**: refers to accidental damage from handling, meaning such damage resulting from unintentionally dropping the **Covered Product**, liquid spillage, or in association with screen breakage.
- **“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**.
- **“Claim(s)”**: a request for **Coverage** in accordance with this **Contract** made by **You**.
- **“Coverage”, “Covered”, “Cover”**: has the meaning given in the “What Is **Covered** – General” section of this **Contract**.
- **“Covered Product”, “Product”**: the eligible **Microsoft** Surface or Xbox series device(s) purchased by **You** that is to be **Covered** under this **Contract**, excluding Surface Hub and Surface Duo models.
- **“Deductible”**: the amount **You** are required to pay, per **Claim**, for services **Covered** under this **Contract**, (if any).
- **“Limit of Liability”**: **Our** maximum liability to **You** for any **Claim** and in total during the **Term** of the **Plan** as detailed in the “**Coverage Plan Options**” section.
- **“Manufacturer”, “Microsoft”**: the original equipment **Manufacturer** of the **Product**. Website is www.microsoft.com.
- **“Plan”**: the specific “**Coverage Plan Options**” section under this **Contract** that **You** have selected and purchased, as confirmed on **Your Proof of Purchase**.
- **“Power Surge”**: damage to the **Product** resulting from an oversupply of voltage to **Your Product** while properly connected to a surge protector approved by the Underwriter’s Laboratory Inc. (UL), but not including damages resulting from the improper installation or improper connection of the **Product** to a power source.
- **“Product Purchase Price”**: the amount paid by **You** for the **Covered Product**, 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 confirms the date in which the **Contract** and **Covered Product** were purchased, as well as the **Term** period and specific “**Coverage Plan Option**”.
- **“Repair(s)”**: the actions **We** take to mend, remedy, or restore **Your Covered Product** to a sound functioning state following a **Covered Breakdown, ADH or Power Surge**. 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”, “Replacement”**: 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** the **Covered Product** with a new, rebuilt or refurbished item of equal or similar features and functionality. **We** make no guarantee that a **Replacement** will be the same model, size, dimensions or color as the previous **Covered Product**.
- **“Retailer”**: the seller that has been authorized by **Microsoft** and **Us** to sell this **Contract** to **You**.
- **“Service Contract”, “Contract”**: this document detailing all **Coverage** provisions, conditions, exclusions and limitations for the **Microsoft Complete for Devices Service Contract** that has been provided to **You** upon purchase completion from **Our Retailer**.
- **“Term”**: the period of time shown on **Your Proof of Purchase** which represents the duration in which the provisions of this **Contract** are valid.
- **“We”, “Us”, “Our”, “Provider”, “Obligor”, “Administrator”**: Northcoast Warranty Services, Inc., 800 Superior Ave. E., 21st Fl., Cleveland, OH 44114 unless otherwise specified in the “Special Jurisdictional Requirements” section of this **Contract** and applicable to **Your** jurisdiction.
- **“You”, “Your”**: the purchaser/owner of the **Product Covered** under the provisions of this **Contract**. In the event of an eligible transfer, this definition refers to the person to whom this **Contract** has been properly transferred.

TERRITORY

This **Service Contract** is valid and eligible for purchase in the following jurisdictions only: the continental United States of America, plus Alaska and Hawaii. Notice: all outlying U.S. territories, including but not limited to Puerto Rico, are expressly excluded.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage** for **ADH** begins on the purchase date as shown on **Your Proof of Purchase** and **Coverage** continues for the remainder of **Your Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached, whichever is sooner.
2. **Coverage** for **Power Surge** begins on the purchase date as shown on **Your Proof of Purchase** and **Coverage** continues for the remainder of **Your Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached, whichever is sooner.
3. **Coverage** for a **Breakdown** begins upon expiration of the **Manufacturer’s** original parts and/or labor warranty and continues for the remainder of **Your Term** as shown on **Your Proof of Purchase** or until the **Limit of Liability** is reached, whichever is sooner.

PRODUCT ELIGIBILITY

In order to be eligible for **Coverage** under this **Service Contract**, the **Product** must: (i) be a **Covered Product**; (ii) be purchased from **Microsoft** or an authorized **Retailer**; and (iii) have a minimum twelve (12) month **Manufacturer's** warranty attached to the **Product**.

WHAT IS COVERED – GENERAL

During the **Term** described in the “**Service Contract Term – Effective Date of Coverage**” section, in the event of a **Covered Claim**, at **Our** sole discretion, this **Contract** provides for (i) the labor and/or parts required to **Repair** the **Covered Product**; (ii) 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. Please refer to the “**Coverage Plan Options**” section that is applicable to **Your Plan** for full details.

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**.

This **Contract** also provides a “No Lemon Guarantee”. During the **Term**, if **Your Product** has three (3) **Repairs Covered** under this **Contract** for the same problem and a fourth (4th) **Repair** is required for the same problem and considered **Covered** under this **Contract**, **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**. Any **Repair** services performed while **Your Product** is under its **Manufacturer's** warranty period or in relation to **Power Surge** or **ADH** are not considered to be qualifying service **Repair** under this “No Lemon Guarantee”.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS SERVICE CONTRACT

- A. If **We** provide a **Replacement** to **You**, any or all of the following may apply:
 - ▶ **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 **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 fulfill 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** affiliates).
- 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**.
- E. In the event of a service incident where a **Breakdown** is not identified by **Our** authorized servicer, **You** are responsible for all costs in association with such service, including any shipping fees.

COVERAGE PLAN OPTIONS

(As indicated on **Your Proof of Purchase** and applicable to **You**.)

Details regarding **Your Service Contract** can be found at <https://support.microsoft.com/en-US/warranty>.

When purchased, this **Contract** provides the **Coverage** that is described in the “What is **Covered** – General” section, including **Breakdown**, **ADH** and/or **Power Surge** and subject to the following provisions:

SURFACE PLAN COVERED PRODUCTS

Surface-series device plus any other components contained in the original device packaging, such as Surface-branded accessories and a power supply unit with attached cords, if any, are **Covered** under this **Plan**.

SURFACE PLAN COVERAGE

Under **Your Surface Plan**, **You** are **Covered** for a maximum of two (2) **Claims** for a **Covered Product** and a maximum of one (1) **Claim** for Surface-branded accessories and power supply units when included in the original device packaging (as shown in the table below), during the **Contract Term** for the **Repair** and/or **Replacement** of **Your** device in the event of a **Breakdown**, **ADH**, and/or **Power Surge**, subject to the **Limit of Liability** which shall not exceed the **Product Purchase Price**.

ONCE THE TWO (2) **CLAIM** SURFACE-SERIES DEVICE LIMIT IS REACHED, **COVERAGE** UNDER THIS **PLAN** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **CONTRACT TERM**.

COVERED COMPONENT	MAXIMUM NUMBER OF COVERED CLAIMS
Surface-series device	two (2)
Power supply unit with attaching cords when included in the original device packaging	one (1)
Surface-branded accessories when included in the original device packaging	one (1) per accessory

XBOX PLAN COVERED PRODUCTS

Xbox console plus any other components contained in the original device packaging, such as associated power supply unit with attaching cords plus Xbox controller(s), are **Covered** under this **Plan**.

XBOX PLAN COVERAGE

Under **Your Xbox Plan**, **You** are **Covered** for a maximum of one (1) **Claim** for an Xbox console, a maximum of two (2) **Claims** for an Xbox standard controller or a maximum of one (1) **Claim** for a Xbox Elite controller, and a maximum of one (1) **Claim** for a power supply unit when included in the original device packaging (as shown in the table below) during the **Contract Term** for the **Repair** and/or **Replacement** of **Your Product** in the event of a **Breakdown** or **Accidental Damage**, subject to the **Limit of Liability** which shall not exceed the **Product Purchase Price**.

ONCE THE XBOX CONSOLE **CLAIM** LIMIT IS REACHED, **COVERAGE** UNDER THIS **PLAN** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **CONTRACT TERM**.

COVERED COMPONENT	MAXIMUM NUMBER OF COVERED CLAIMS
Xbox console	one (1)
Power supply unit with attaching cords when included in the original device packaging	one (1)
Xbox controller when included in the original device packaging	Xbox standard controller two (2) or Xbox Elite controller one (1)

DEDUCTIBLE

Under **Your Surface and Studio Plan**, a **Deductible** of \$49 per **Covered Claim** must be paid at the time services are authorized by the **Administrator**.

Under **Your Xbox Plan**, no **Deductible** payment is required.

COVERAGE OF REPLACEMENT PRODUCT

A **Replacement** provided under this **Plan** will be automatically considered as the **Covered Product** referenced throughout the provisions of this **Contract**, and **Coverage** for such **Replacement** will continue for the remainder of **Your** current **Contract Term** (assuming there is remaining time under **Your** current **Term** and that the **Limit of Liability** has not been reached). A **Replacement** will not extend **Your** current **Contract Term**.

LIMITATION OF LIABILITY

Northcoast Warranty Services, Inc. (including its affiliates specified in the "Guaranty" and "Special Jurisdictional Requirements" sections of this **Contract**) shall not be liable for any incidental or consequential damages in association with the rendering of **Covered** services under the provisions of this **Contract** including but not limited to: (i) property damage, lost time, lost data or lost income resulting from any defined **Covered Claim**, any non-defined mechanical/electrical failure, training services provided separately by any party, 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 Claim** 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 original **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 "What is Not **Covered** – Exclusions" section) known to **You**, including any inherent product flaws.

WHAT IS NOT COVERED – EXCLUSIONS

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

- | | |
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| <p>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).</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 indirect loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, ADH or Power Surge, 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</p> |
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- 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 customized installations to fit the 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 Product.
- d) Modifications, adjustments, alterations, manipulation, or Repairs made by anyone other than a service technician authorized by Us or other than in accordance with Manufacturer's specifications.
 - e) Merchandise that is intended for Commercial Use ("Commercial Use" refers to rental, business, educational, institutional or any other primarily non-residential use in which the Product is used for financial gain).
 - f) Damage from freezing, overheating, rust, corrosion, warping or bending.
 - g) Wear and tear, or gradual deterioration of Product performance.
 - h) The intentional treatment of the Product in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.
 - i) Damage to or malfunction of Your Product caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation to the operation of a software virus, lack of availability of software updates, or any other software/digital based malfunction.
 - j) Loss, theft, or malicious mischief or disappearance.
 - k) Fortuitous events including but not limited to riot, nuclear radiation, war/hostile government act, or intent, 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 or smoke, or other telecommunications malfunction.
 - 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) Products that are subject to the Manufacturer's recall, warranty or rework to Repair design or component deficiencies, improper construction or Manufacturer error regardless of the Manufacturer's ability to pay for such Repairs.
 - n) Products that have removed or altered serial numbers.
 - o) Cosmetic damage however caused to Your Product, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.
 - p) Normal periodic or preventive maintenance, adjustment, modification, or servicing.
 - q) Accessories or add-on items that are not listed in the "Covered Product" provision above (regardless of whether such were originally supplied by Microsoft within a single, all-in-one packaged purchase).
 - r) 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 molding, switches, and wiring.
 - s) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the Product.
 - t) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
 - u) Any Claim where Your Proof of Purchase has not been provided except where We agree to transfer the benefit of the Contract.
 - v) Any Claim for the restoration of software or data, or for retrieving data from Your Product.
 - w) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
 - x) Any Claim or benefit under this Contract to the extent the provision of such cover, payment of such Claim, or provisions of such benefit would expose Us to any sanctions, prohibition, or restriction under U.S. economic or trade sanctions, or other applicable law.
 - y) Any Repair(s) performed in conflict with the "Special Jurisdictional Requirements" section of this Service Contract.
 - z) Any loss arising out of the unauthorized access or use of any system, software, hardware, or firmware, or any modification, reprogramming, destruction, or deletion of data or software by any means.

HOW TO FILE A CLAIM

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE BREAKDOWN, ADH AND/OR POWER SURGE TO YOUR PRODUCT IS COVERED UNDER THIS 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. THERE IS NO COVERAGE UNDER THIS CONTRACT IF YOU MAKE UNAUTHORIZED REPAIRS.

Please have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <http://support.microsoft.com/en-US/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 send **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**:

- a) The defective **Product**;
- b) A copy of **Your Proof of Purchase**;
- c) A brief written description of the problem **You** are experiencing with the **Product**; and
- d) 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**.

Coverage is only provided for eligible **Repairs** 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**.

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 **Service Contract** may be transferred by **You** to another individual by contacting the **Administrator**.

GUARANTY

This is not an insurance policy, it is a **Service Contract**. **We** have obtained an insurance policy to insure **Our** performance under this **Contract**. Should **We** fail to pay any **Claim** or fail to **Replace** the **Covered Product** under this **Contract** within sixty (60) days after the **Claim** has been submitted, or in the event **You** cancel this **Contract** and **We** fail to refund any unearned portion of the **Contract** price, **You** are entitled to make a direct **Claim** against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038.

CANCELLATION

YOUR RIGHT TO CANCEL

You may cancel this **Service Contract** at any time by informing **Us** of the cancellation request at the details below. No cancellation fee applies.

You may phone **Us** at the phone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or via email at 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/fee paid by **You**, minus any **Claims** paid by **Us** (except in Missouri and Nevada where **Claims** deduction is prohibited). If **Your** refund is not paid or credited within thirty (30) days after **Your** cancellation request to **Us**, **We** will add an extra ten percent (10%) to **Your** refund for every thirty (30) days the refund is not paid by **Us**. Please refer to "Special Jurisdictional Requirements" section for further information.

If **Your** cancellation request is made after thirty (30) days from the **Contract** purchase date, **You** will receive a pro-rata refund of the **Contract** purchase price paid/fee by **You**, minus any **Claims** paid by **Us** (except in Missouri and Nevada where **Claims** deduction is prohibited). If **Your** refund is not paid or credited within thirty (30) days after **Your** cancellation request to **Us**, **We** will add an extra ten percent (10%) to **Your** refund for every thirty (30) days the refund is not paid by **Us**. Please refer to "Special Jurisdictional Requirements" section for further information.

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. Please refer to "Special Jurisdictional Requirements" section for further information.

We may only cancel this **Contract** for the following reasons:

- a) non-payment of the **Contract** purchase price/fee by **You**;
- b) deliberate material misrepresentation by **You**; or
- c) substantial breach of duties under this **Contract** by **You** in relation to the **Product** or its use.

COMPLAINTS PROCEDURE

It is always **Our** intention to provide **You** with a first-class service. However, if **You** are not happy with the service please notify one of **Our** representatives at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or via email at 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

DATA PROTECTION

We and **Microsoft** (as the **Manufacturer**) are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). For the purposes of the Legislation, the data controllers are **Microsoft** and **Us**. By purchasing this **Service Contract**, **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services contemplated under **Contract**. For information on how **Microsoft** processes **Your** personal data please visit <https://privacy.microsoft.com/en-US/>. Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **Our** website at <https://amtrustfinancial.com/about-us/privacy-policy>.

HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We will process the personal data, being any information relating to an identified or identifiable natural person, **We** hold about **You** in the following ways:

- a) For the purposes of providing **Claims** and any other related purposes. This may include decisions made via automated means, this is for the performance of the contract between **Us** and **You**.
- b) For research or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyze historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and for legal obligations based on a jurisdiction outside of the United States of America.

- c) To provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
- d) To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- e) To safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations, this is required to meet **Our** legal and regulatory obligations based on a jurisdiction within the United States of America.

DISCLOSURE OF YOUR PERSONAL DATA

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include, group companies, agents, third party administrators, insurers, credit agencies, fraud detection agencies, accountants, regulatory authorities, and as may be required by law.

YOUR RIGHTS

You have the right to:

- a) Object to the processing of **Your** personal data for direct marketing purposes at any time;
- b) Object to the processing of **Your** personal data where processing is based on **Our** legitimate interests;
- c) Access and obtain a copy of the personal data in **Our** control and information about how and on what basis this personal data is processed;
- d) Request erasure of **Your** personal data;
- e) Ask to update or correct any inadequate, incomplete, or inaccurate data;
- f) Restrict the processing of **Your** data;
- g) Ask **Us** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another data controller, but in each case only where the processing is based on **Your** consent or on the performance of a contract with **You** and the processing is carried out by automated means;
- h) Lodge a complaint with the local data protection authority;
- i) Withdraw **Your** consent at any time where processing is based on **Your** consent, without affecting the lawfulness of processing based on consent before its withdrawal.

RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the **Contract**, or business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **Us** at <https://privacy.microsoft.com>.

GENERAL PROVISIONS

- A. **Subcontract; Assign. 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.
- B. **Waiver; Severability.** The failure or delay of any party to enforce any provision hereunder shall not constitute a waiver of any such right. If any provision of these terms and conditions should be declared unenforceable or invalid under any applicable law, such provision shall be interpreted to conform with legal authority, and in all other respects the terms and conditions shall remain in full force and effect.
- C. **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 **Service Contract** will be in writing and may be sent by any reasonable means including by mail, email, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email that **You** provided to **Us**, or seven (7) days after mailing to the street address **You** provided.
- D. **Law.** The governing law for the **Contract** is the law in the state in which the **Covered Product** was purchased 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, 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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SPECIAL JURISDICTIONAL REQUIREMENTS

Regulation of service contracts varies based on state of purchase and Retailer location. Any provision within this Service Contract that conflicts with the laws of the state in which this Contract was purchased (or where applicable, the state in which You are located), shall automatically be considered modified in conformity with such enforceable laws and regulations, and the language set forth below for such state shall supersede any other provision within this Contract to the contrary.

ALABAMA

"Cancellation", "**Your** Right to Cancel" section is amended as follows: Any refund may be credited to any outstanding balance of **Your** account and the excess, if any, returned to **You**.

"How to File a **Claim**" section is amended to include: Please have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <http://support.microsoft.com/en-US/warranty> to obtain a repair authorization number prior to having any repairs made to the **Product**. Contact is available 24/7. Failure to call in and report the **Claim** will result in non-payment.

ARKANSAS

"How to File a **Claim**" section is amended to include: Please have **Your Proof of Purchase** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <http://support.microsoft.com/en-US/warranty> to obtain a repair authorization number prior to having any repairs made to the **Product**. Contact is available 24/7. Failure to call in and report the **Claim** will result in non-payment.

CALIFORNIA

The definition of "**We**", "**Us**", "**Our**", "**Provider**", "**Obligor**", "**Administrator**" is amended to add the following: (License No. SA-19178).

"Cancellation", "**Your Right to Cancel**" section is amended as follows: This **Service Contract** may be cancelled by **You** for any reason, including, but not limited to, the **Covered Product** under this **Contract** being sold, lost, stolen, or destroyed. If **You** decide to cancel **Your Contract**, and **Your** cancellation notice is received by the **Administrator** within thirty (30) days of the date **You** received the **Contract** and no **Claims** have been paid, **You** will be refunded the full **Contract** purchase price. If **You** have made **Claims** against the **Contract** or cancellation notice is received by the **Administrator** after thirty (30) days from the date **You** received this **Contract**, **You** will be refunded a pro-rata amount of the **Contract** purchase price, less any **Claims** paid.

CONNECTICUT

The following disclosure statement is added to this **Service Contract**: In the event of a dispute with **Administrator**, **You** may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the **Product**, the cost of **Repair** of the **Product** and a copy of the warranty **Contract**.

"Cancellation", "**Your Right to Cancel**" section is amended as follows: This **Service Contract** may be cancelled by **You** if the **Product** covered under this **Contract** is returned, sold, lost, stolen or destroyed.

FLORIDA

The definition of "**We**", "**Us**", "**Our**", "**Provider**", "**Obligor**", "**Administrator**" is deleted and replaced with the following: "**We**", "**Us**", "**Our**", "**Provider**", "**Obligor**", "**Administrator**": Technology Insurance Company, Inc., 59 Maiden Lane, 43rd Floor, New York, NY 10038; 1-866 505-4048 (License No. 03605). This **Service Contract** is between the **Provider** and **You**, the purchaser.

The following disclosure statement is added to this **Service Contract**: The rates charged to **You** for this **Contract** are not subject to regulation by the Florida Office of Insurance Regulation.

"Cancellation", "**Your Right to Cancel**" section is amended as follows: In the event the **Service Contract** is canceled, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium less any **Claims** that have been paid or less the cost of **Repairs** made on **Your** behalf.

"Guaranty" section is deleted and replaced with the following: This is not an insurance policy; it is a **Service Contract**.

GEORGIA

The following disclosure statement is added to this **Service Contract**: This **Contract** will be interpreted and enforced according to the laws of the State of Georgia.

"Cancellation", "**Our Right to Cancel**" section is amended as follows: The **Provider** may only cancel this **Service Contract** for fraud by **You**, material misrepresentation by **You**, or non-payment by **You**.

"What is Not **Covered** – Exclusions" section is amended to include: Only unauthorized **Product Repairs**, modifications or alterations performed after the effective date of the **Service Contract** are excluded.

ILLINOIS

The following disclosure statement is added to this **Service Contract**: **Covered Products** must be in place and in good operating condition on the effective date of **Coverage** and become inoperative due to defects in materials or workmanship after the effective date of this **e Contract**. This **Contract** does cover **Breakdowns** caused by normal wear/tear.

INDIANA

The following disclosure statement is added to this **Service Contract**: This **Contract** is not insurance and is not subject to Indiana insurance law.

"Guaranty" section is amended to include the following: **Your** proof of payment to the **Retailer** for this **Service Contract** shall be considered proof of payment to the insurance company which guarantees **Our** obligations to **You**.

NEVADA

"How to File a **Claim**" section is amended to include the following: If **You** are not satisfied with the manner in which **We** are handling your **Claim**, **You** may contact the Nevada Insurance Commissioner toll-free at 1-888-872-3234.

"Transferability" section is amended to include the following: No transfer fee shall apply.

"Cancellation", "**Our** Right to Cancel" section is amended as follows: **We** may only cancel this **Service Contract** for non-payment by **You**, fraud or material misrepresentation by **You** in obtaining the **Contract**, or in presenting a **Claim**, or a substantial breach of duties by **You** relating to the **Covered Product** or its use if it occurred after the effective date of the **Contract** and it substantially and materially increased the service required under the **Contract**.

"What is Not **Covered** – Exclusions" section is amended to include: **This Contract provides Coverage that is excess over any other applicable coverage. Only unauthorized Product Repairs, modifications or alterations performed after the effective date of the Contract, or damages arising from such actions are excluded.**

NEW HAMPSHIRE

The following disclosure statement is added to this **Service Contract**: In the event **You** do not receive satisfaction under this **Contract**, **You** may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1-603-271-2261.

NEW MEXICO

"Cancellation", "**Our** Right to Cancel" section is amended as follows: **We** may only cancel this **Service Contract** for the following acts by **You**: Non-payment, discovery of fraud or material misrepresentation by **You** in obtaining the **Contract** or in presenting a **Claim**, or discovery of either of the following: an act or omission, or violation of any condition of the **Contract** if it occurred after the effective date of the **Contract**.

"Guaranty" section is amended to include the following: **You** may also contact Wesco Insurance Company at WescoHelp@amtrustgroup.com. If **You** have any concerns regarding the handling of **Your** claim, **You** may contact the Office of Superintendent of Insurance at 1-855-427-5674.

NORTH CAROLINA

"Cancellation", "**Our** Right to Cancel" section is amended as follows: **We** may only cancel this **Service Contract** for non-payment of the purchase price of the **Service Contract** or a direct violation of the **Contract** by **You**.

OKLAHOMA

The definition of "**We**", "**Us**", "**Our**", "**Provider**", "**Obligor**", "**Administrator**" is amended to add the following: Oklahoma License #44200963.

The following disclosure statement is added to this **Service Contract**: **Coverage** afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association.

"Cancellation", "**Your** Right to Cancel" section is amended as follows: If this **Service Contract** is cancelled after thirty (30) days, return of the **Provider** fee shall be based upon one hundred percent (100%) of unearned pro-rata **Provider** fee less the actual cost of any **Claim** under the **Contract**.

OREGON

As used in the "Privacy and Data Protection" section of this **Service Contract**, the word "data" refers to non-proprietary information.

"How to File a **Claim**" section is amended to include: Please have **Your Proof Of Purchase** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <http://support.microsoft.com/en-US/warranty> to obtain a repair authorization number prior to having any repairs made to the **Product**. Contact is available 24/7. Failure to call in and report the **Claim** will result in non-payment.

SOUTH CAROLINA

The following disclosure statement is added to this **Service Contract**: If **You** have any questions regarding this **Contract**, or a complaint against the **Obligor**, **You** may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, 1-800 768-3467.

TEXAS

The definition of "**We**", "**Us**", "**Our**", "**Provider**", "**Obligor**", "**Administrator**" is amended to add the following: **Service Contract Provider** License No. 651.

The following disclosure statement is added to this **Contract**: If **You** have any questions regarding the regulation of the **Service Contract Provider** or a complaint against the **Obligor**, **You** may contact the Texas Department of Licensing & Regulation, 920 Colorado, P.O. Box 12157, Austin, Texas 78711, 1-800 803-9202.

"Cancellation", "**Your** Right to Cancel" section is amended as follows: **You** may apply for reimbursement directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the **Service Contract** is canceled.

UTAH

The following disclosure statement is added to this **Service Contract**: **Coverage** afforded under this **Contract** is not guaranteed by the Property and Casualty Guaranty Association. This **Contract** or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

"Cancellation", "**Our** Right to Cancel" section is amended as follows: **We** may only cancel this **Service Contract** for material misrepresentation by **You**, non-payment by **You** or a substantial breach of contractual duties by **You** relating to the **Covered Product** or its use. If **We** cancel this **Contract** for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If **We**

cancel this **Contract** for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation.

"How to File a **Claim**" section is amended to include: Please have **Your Proof Of Purchase** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <http://support.microsoft.com/en-US/warranty> to obtain a repair authorization number prior to having any repairs made to the **Product**. Contact is available 24/7. Failure to call in and report the **Claim** will result in non-payment.

VIRGINIA

The following disclosure statement is added to this **Service Contract**: If any promise made in the **Contract** has been denied or has not been honored within sixty (60) days after **Your** request, **You** may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON

The following disclosure statement is added to this **Service Contract**: The State of Washington is the jurisdiction for any civil action in connection with this **Contract**.

The following disclosure statement is added to this **Service Contract**: What is excluded from **Coverage** is limited to that which is expressly stated under the "What is Not **Covered** - Exclusions" section of this **Contract**.

"Guaranty" section is amended to include: **You** are entitled to apply directly for any refund, payment or performance due with Wesco Insurance Company at any time, at 59 Maiden Lane, 43rd Floor, New York, NY 10038 or 1-866-505-4048.

"How to File a **Claim**" section is amended to include: Please have **Your Proof Of Purchase** readily available and call **Us** at the telephone number found at <https://aka.ms/GlobalSupportPhoneNumbers> or visit <http://support.microsoft.com/en-US/warranty> to obtain a repair authorization number prior to having any repairs made to the **Product**. Contact is available 24/7. Failure to call in and report the **Claim** will result in non-payment.

WISCONSIN

The following disclosure statement is added to this **Service Contract**: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

"Guaranty" section is deleted and replaced as follows: **Our** obligations under this **Service Contract** are insured under a **Contract** reimbursement insurance policy. Should **We** fail to pay any **Claim** within sixty (60) days after **You** provide proof of loss or, in the event **You** cancel this **Contract** and **We** fail to refund the unearned portion of the **Contract** purchase price, or if the **Provider** becomes insolvent or otherwise financially impaired, **You** are entitled to make a direct **Claim** against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 43rd Floor, New York, NY 10038 for reimbursement, payment or provision of this **Contract**.