

MICROSOFT EXTENDED HARDWARE SERVICE PLAN WITH ADH

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The benefits conferred by this Microsoft Service Plan are in addition to any rights you have under applicable law including under the Australian Consumer Law.

THIS IS TO CERTIFY THAT in consideration of the payment, **Microsoft** is, by this document, bound to **You** for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Service Plan ("Plan").

1. THE COVERAGE

Accidental Damage

Accidental Damage coverage is provided to **You** under this Plan. **You** are covered for a maximum of two (2) claims during the **Term** for the repair or replacement cost of **Your Product** in the event of **Accidental Damage** subject to the **Limit of Liability**. Cover under this Plan for **Accidental Damage** will end automatically with immediate effect following the successful resolution of a second **Accidental Damage** Claim, and **Microsoft** will not accept any further liability.

Breakdown Protection

You have protection under this Plan for an unlimited number of repairs of **Your Product** in the event of **Breakdown**, subject to the **Limit of Liability** during the **Term of Your Plan**. Additionally, you are entitled to power surge protection and a no lemon guarantee. Power surge protection protects **Your covered Product** against damage or defects caused by a power surge up to a maximum of the replacement cost of the **Product** over the life of this Plan while **Your covered Product** is properly connected to a surge protector approved by the Underwriter's Laboratory for the appropriate capacity of the covered **Product**. No lemon guarantee protects **You** if the covered **Product** has three (3) Breakdown service repairs completed, which repairs are covered by this Plan and occur after the effective date of this Plan, and a fourth (4th) such Breakdown repair is required, as determined by **Us**, within any twelve (12) month period, the covered **Product** will be replaced. If any of such Breakdown repairs occur during the manufacturer's warranty term, **You** must provide proof of such repairs. The cost of the replacement **Product** will not exceed the original **Product** purchase price and may be less due to technological advances.

2. DEFINITIONS

The words or phrases described below shall have the following meaning wherever used in this Plan.

Accidental Damage

Physical damage to the **Product** following a sudden and unforeseen accident which affects the functionality of **Your Product** and is not otherwise specifically excluded from this Plan.

Breakdown

The actual breaking or burning out of any part of **Your Product** while 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 of the **Product** and necessitating immediate repair before it can resume normal operation.

Consequential Loss

A loss or cost incurred by **You** resulting from a protected incident but which itself is not an expressly protected loss or costs under this Plan, including a loss of earnings or profit or additional costs.

Limit of Liability

The maximum liability of **Microsoft** for any one (1) claim shall not exceed the original purchase price of **Your Product**. If **Your Product** has been approved for replacement and should **Your original Product** no longer be available, **Microsoft** will replace it with a new or refurbished model to the nearest functional equivalent of **Your original model**. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

Microsoft/Microsoft's

Microsoft Corporation, ATTN: Surface Extended Service Plan Business, One Microsoft Way, Redmond, WA 98052-9953, which has been appointed to administer **Your Plan**.

Term

Cover under this Plan starts at the time of purchase and continues for the period as confirmed on **Your Plan Schedule**, subject to receipt of **Your** payment as evidenced by **Your Proof of Purchase**.

Product

The electronic device referenced in **Your Plan Schedule** issued by **Microsoft** as evidenced by the relevant **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**.

Reasonable Precautions

All measures that would be reasonably expected of **You** to take to prevent or mitigate **Accidental Damage** and **Breakdown of Your Product**.

Territorial Limits

The Commonwealth of Australia in which **You** must be a permanent resident.

You/Your

The person, who has purchased this Plan as described in the Plan Schedule.

3. SPECIFIC EXCLUSIONS WHICH APPLY TO THE ACCIDENTAL DAMAGE AND BREAKDOWN PROTECTION

1. **Breakdown** of any additional equipment or accessories for **Your Product** e.g. detachable keyboards.
2. Damage to or malfunction of **Your Product** caused by or attributed to the operation of a software virus or any other software based malfunction.
3. Any **Breakdown**:
 - a. That occurs during the manufacturer's warranty period;
 - b. Caused by placing or using **Your Product** in a location or environment that is not in accordance with the manufacturer's instructions; and
 - c. Arising from external events such as fires, floods, vehicle accidents or similar events.
4. Any claim arising from abuse, misuse or neglect.
5. Wear and tear or gradual deterioration of **Product** performance.
6. Cosmetic damage however caused to **Your Product** including marring, scratching and denting unless, but only to the extent, such cosmetic damage results in a loss of functionality.
7. Faulty or defective design, materials or workmanship where the manufacturer has recognised the fault.
8. Routine maintenance, adjustment, modification or servicing.
9. Where the **Product** is subject to a recall by the manufacturer.
10. Any cost arising as a result of the failure of any item that is intended to be a consumable item.

4. GENERAL EXCLUSIONS WHICH APPLY TO THE BREAKDOWN PROTECTION

1. Where **Proof of Purchase** has not been provided except where **Microsoft** agrees to transfer the benefit of the Plan to replacement equipment in accordance with GENERAL CONDITIONS 5
2. Any costs incurred in connection with the installation, removal or subsequent relocation of **Your Product** including electrical or mechanical **Breakdown**.
3. Not complying with the claims procedure in CLAIMS PROCEDURE 7 of this Plan.
4. Any legal liability directly or indirectly caused by or contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
6. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Any **Consequential Loss** whatsoever.
8. Any claim arising from outside the **Territorial Limits**.

5. GENERAL CONDITIONS WHICH APPLY TO THE ACCIDENTAL AND BREAKDOWN PROTECTION**Replacement Equipment**

Should **Your Product** be replaced with a new **Product** by **Microsoft**, **Microsoft** will reasonably consider transferring the benefit of this Plan but **You** must advise **Microsoft** of the make and model of **Your** new **Product**. An official record showing details of **Your** new **Product** must support this. The benefit will be transferred from the date confirmed by **Microsoft**. Should a transfer of this Plan to **Your** new **Product** not be agreed, then this Plan will be cancelled in accordance with CANCELLATION 6 below and no protection will apply in respect of **Your** new **Product**.

Reasonable Precautions

You must take all **Reasonable Precautions** at all times.

Law

The Parties to this Plan are free to choose the law applicable to this Plan. Unless specifically agreed to the contrary this Plan shall be subject to the laws of the Commonwealth of Australia.

6. CANCELLATION

a. Your Cancellation Rights

You have the right to cancel this Plan within a period which begins fourteen (14) days from the commencement of cover or the receipt of Plan documentation, whichever is the later (this period is referred to as the “cooling off period”).

You should exercise this right by providing **Microsoft** with written notice at the address in Section 2 or notice to one of Microsoft’s telephone representatives at the telephone number found at www.surface.com/support or via email: msepbus@microsoft.com.

If **You** exercise **Your** right to cancel during the “cooling off period”, **You** will be entitled to a full return of **Your** payment. The amount of payment to be refunded under this condition will be reduced by the value of any claim paid by **Microsoft**. If the “cooling off period” has expired, **You** may cancel this Plan during the **Term** by giving fourteen (14) days notice in writing to **Microsoft** at the address contained in this Plan. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Term**, **You** will be entitled to a proportionate return of the payment paid.

b. Our Cancellation Rights

Microsoft may cancel this Plan by giving **You** fourteen (14) days notice in writing sent to **Your** last known address. **You** will be entitled to a proportionate return of the payment in respect of the unexpired **Term**. The amount of Payment to be refunded under this condition will be reduced the value of any claim paid by **Microsoft**.

7. CLAIMS PROCEDURE

If **Your** claim arises from an **Accidental Damage** or **Breakdown**, **You** must contact **Microsoft** to begin **Your** claims process with the **Microsoft** contact information provided in Section 2. Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible and in any event within forty-eight (48) hours of the claim incident occurring. Failure to observe these procedures may affect **Your** claim.

When **You** make a claim **Microsoft** will ask **You** questions about **Your** claim and the nature of the **Breakdown** or **Accidental Damage**, as applicable. **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 affect **Your** claim.

Fraud

If **You** make any fraudulent claim or if **You** use any fraudulent means or devices under this Plan in respect of the protection offered under the Plan in the event of an **Accidental Damage** or **Breakdown**, **You** will forfeit all benefits under this Plan and **Your** protection will immediately end. **Microsoft**, may inform the police and/or any other law enforcement agency about the circumstances of such a claim. **Microsoft** reserves the right to instruct an investigation into **Your** claim and reserves the right to recover from **You** the cost of any investigation into a fraudulent claim.

You must keep all parts of **Your Product** and return it to **Microsoft** for inspection in accordance with **Microsoft’s** instructions. The **Product** remains **Your** responsibility until it has been received by **Microsoft**.

Microsoft will assess **Your** claim, and providing **Your** claim is valid, will authorise the repair or replacement of **Your Product** as appropriate and instruct **You** on what to do next.

- a. Before requesting **Product** service or technical support, please use the troubleshooting tips at www.surface.com/support.
- b. If the troubleshooting tips do not resolve **Your** problem, then follow the online process to request **Product** service or technical support at www.surface.com/support.
- c. Please be aware that repair of your **Product** may result in the loss of any data stored on **Your Product**.
- d. Back up **Your** hard drive and delete confidential information. Before agreeing for **Your Product** to be collected by or sent to **Microsoft**, be sure to:
 - i. BACK UP **YOUR** HARD DISK DRIVE AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS **YOU** WANT TO SAVE. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR** DATA OR PROGRAMS AND MAY ERASE THEM.
 - ii. DELETE ANYTHING **YOU** CONSIDER CONFIDENTIAL. **MICROSOFT** AND RETAILERS ARE NOT RESPONSIBLE FOR **YOUR** PRIVACY IF **YOU** LEAVE CONFIDENTIAL INFORMATION ON **YOUR** DEVICE.
For more information, please see: www.surface.com/support.
- e. All service under this Plan is subject to **Microsoft’s** prior approval.
- f. Be sure to keep a copy of **Your Proof of Purchase** for **Your Product**. **Proof of Purchase** may be required if there is any question as to **Your Product’s** eligibility for protection under this Plan.
- g. Do not include any accessories, games or other property when **You** send **Your Product** to **Microsoft** for service, as **Microsoft** will not be responsible for this property.
 - i. IMPORTANT: DO NOT OPEN THE **PRODUCT**. OPENING THE **PRODUCT** MAY CAUSE DAMAGE THAT IS NOT PROTECTED BY THIS PLAN, AND MAY MAKE **YOUR PRODUCT** INELIGIBLE FOR SERVICE, EVEN FOR A FEE. ONLY **MICROSOFT** OR AN AUTHORISED SERVICE PROVIDER MAY PERFORM SERVICE ON THE **PRODUCT**.

Microsoft’s Responsibility Upon Receipt of Product

- a. After **You** return **Your Product**, **Microsoft** will inspect it.
- b. If **Microsoft** determines that **Your Product** malfunctioned as described in THE COVERAGE 1 Breakdown Protection, then **Microsoft** will (at **Microsoft’s** sole option) replace it. When **Microsoft** replaces **Your Product**, **Your** original **Product** becomes **Microsoft’s** property and the replacement **Product** is **Your** property, with coverage for that **Product** continuing for the remaining **Term**.

- c. If **Your Product** malfunctions after the **Term** expires, there is no PROTECTION of any kind under this Plan. After the **Term** expires, **You** may be charged a fee for **Microsoft's** services to diagnose and repair any problems with **Your Product**.
- d. Microsoft is responsible for delivery costs for returning **Your Product** to be replaced or repaired under this Plan.

Your Responsibilities.

To receive service or support under this Plan, **You** agree to comply with the following:

- a. Provide **Microsoft** with the serial number of **Your Product**.
- b. Provide information to **Microsoft** about the symptoms and causes of the problems with **Your Product**.
- c. Respond to requests for information, including but not limited to **Your Product's** serial number, model, any accessories connected or installed on **Your Product**, any error messages displayed, actions taken before **Your Product** experienced the issue and steps taken to resolve the issue.
- d. **You** will update the **Product** software to currently published releases prior to seeking service.
- e. Follow the instructions **Microsoft** gives **You**, including but not limited to refraining from sending **Microsoft** products and accessories that are not subject to repair or replacement and packing **Your Product** in accordance with shipping instructions.

8. PRIVACY STATEMENTS

Privacy statement

Microsoft is committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this Plan will be regarded as **Your** acknowledgement that **You** have read and accepted these Terms and Conditions.

How we use and protect your information and who we share it with

Microsoft will use **Your** information to manage **Your** Plan, including underwriting and claims handling or as required by law. If you do not provide **Your** information, **Microsoft** may not be able to manage claims made by **You** under **Your** Plan. For those purposes or a related purpose, **Microsoft** may disclose **Your** information to related entities of **Microsoft** and third parties who provide services to **Microsoft**, including insurers, administrators, third party underwriters, reinsurers, credit reference and fraud prevention agencies. **Microsoft** will not disclose **Your** information to other third parties except:

- Where **You** have given **Your** permission to the disclosure
- Where **Microsoft** are required or permitted to do so by law
- Where **Microsoft**, as applicable, can transfer rights and obligations under this Plan.

Microsoft will not disclose any sensitive information that **You** disclose to us to related entities or third parties except for the purpose of managing **Your** Plan, for directly related purposes or for purposes to which **You** otherwise consent.

Microsoft may transfer **Your** information for those purposes to any other country where **Microsoft** or its affiliates, subsidiaries or service providers maintain facilities, including the following countries and jurisdictions : Singapore and the United States. In addition, such information may be disclosed to law enforcement agencies and other authorities for enforcement activities carried out by them or where otherwise required by law.

Your Rights

Under the Privacy Act 1988 (Cth) **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **Microsoft** holds about **You**. **You** can access **Your** personal information and seek a correction to that information if **You** believe that any of the information **Microsoft** is holding is incorrect or incomplete. **You** can make a complaint about a breach of privacy obligations under the Privacy Act 1988 through the procedure set out in section 9 below.

Marketing

Microsoft will not use **Your** data for marketing purposes. All information provided is used to manage **Your** Plan only.

9. COMPLAINTS PROCEDURE

It is always the intention to provide **You** with a first class service. However, if **You** are not happy with the service **You** receive from **Microsoft** please contact **Microsoft** at the address in Section 2 or notice to one of **Microsoft's** telephone representatives at the telephone number found at www.surface.com/support or via email: msepbus@microsoft.com.

Microsoft will reply within five (5) working days (or sooner if required by law) from when it receives **Your** complaint. If it is not possible to give **You** a full reply within this time (for example because a detailed investigation is required) **Microsoft** 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.