

“MICROSOFT COMPLETE FOR SCHOOLS”

Commercial Service Contract Terms & Conditions

CONSUMER RIGHTS: FOR AUSTRALIAN CUSTOMERS, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. FOR MAJOR FAILURES, YOU ARE ENTITLED TO CANCEL YOUR SERVICE CONTRACT WITH US AND TO A REFUND FOR THE UNUSED PORTION, OR TO COMPENSATION FOR ITS REDUCED VALUE. YOU ARE ALSO ENTITLED IF A FAILURE IS NOT RECTIFIED IN A REASONABLE TIME. IF THIS IS NOT DONE, YOU ARE ENTITLED TO A REFUND FOR THE GOODS AND TO CANCEL THE CONTRACT FOR THE SERVICE AND OBTAIN A REFUND OF ANY UNUSED PORTION. YOU ARE ALSO ENTITLED TO BE COMPENSATED FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE FROM A FAILURE IN THE GOODS OR SERVICE. THE BENEFITS OFFERED BY THIS WARRANTY ARE IN ADDITION TO ANY CONSUMER GUARANTEES RELATING TO THE PRODUCT UNDER THE COMPETITION AND CONSUMER ACT 2010 (AUSTRALIAN CONSUMER LAW) AND ANY OTHER STATE AND TERRITORY LEGISLATION. THIS WARRANTY IS AN ADDITIONAL WARRANTY AND ITS TERMS DIFFER FROM THOSE STATUTORY GUARANTEES.

Please keep this important terms and conditions document (“**Service Contract**”, “**Contract**”), and **Purchase Order** together in a safe place, as these will be needed at time of a **Claim**. The information contained in this **Contract** document is intended to serve as a valuable reference guide to help **You** determine and understand “WHAT IS **COVERED**” under **Your Contract** or is covered by insurance to which you are entitled. For any questions regarding the information contained in this **Contract** document, or **Your Coverage** in general, please contact **Us**.

DEFINITIONS

Throughout this **Contract**, the following capitalised and bolded words have the stated meaning –

- “**Accidental Damage**”: refers to accidental damage from handling; meaning such as damage resulting from unintentionally dropping the **Covered Product**, liquid spillage, or in association with screen breakage. **Accidental Damage Coverage** is provided to **You** as a benefit pursuant to a group insurance policy **We** purchased from the **Insurer**. **You** may access a copy of the Product Disclosure Statement (“**PDS**”) regarding **Accidental Damage Coverage** at <http://aka.ms/au-pds>.
- “**Basic Cover**” or “**Premium Cover**”: means the level of **Cover** offered by **Microsoft** pursuant to this **Service Contract**.
- “**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**. **Breakdown Coverage for Surface Plans** is provided to **You** by **Us**.
- “**Claim**”: a request for **Repair** or **Replacement** in accordance with this **Contract** made by **You** in respect to **Breakdown Coverage** in accordance with this **Contract** or against the **Insurer** in respect to **Accidental Damage** in accordance with the **PDS**.
- “**Coverage**”, “**Covered**”, “**Cover**”: has the meaning given in the “What is **Covered** – General” section of this **Contract**.
- “**Covered Product(s)**”, “**Product(s)**”: the eligible **Microsoft** Surface series device(s) purchased by **You** that is/are to be **Covered** under this **Service Contract**.
- “**Insurer**”: Technology Insurance Company, Inc.
- “**Limit(s) of Liability**”: The maximum liability under this **Contract** for any one **Claim** and in total during the **Term** of the.
- “**Manufacturer**”, “**Microsoft**”: the original equipment **Manufacturer** of the **Product**, who are also the **Administrator** of this **Service Contract**. Website is www.microsoft.com.
- “**Purchase Price**”: the amount paid by **You** for the **Covered Product(s)**; excluding any applicable taxes and/or fees, as indicated on the **Product’s** purchase receipt provided at the point of sale.
- “**Plan**”: the specific “**COVERAGE PLAN OPTION**” under this **Service Contract** that **You** have selected and purchased, as confirmed on **Your Purchase Order**.
- “**Purchase Order**”: a numbered document that confirms the purchase date of this **Contract** in respect of the **Covered Products**, the **Schools Contract Holder** name and address, and the **Contract Coverage Term** period. THIS **CONTRACT** IS NOT VALID WITHOUT A **PURCHASE ORDER**.
- “**Repair**”: the actions **We** take to mend, remedy, or restore **Your Covered Product** to a sound functioning state upon your **Claim** being approved. Parts used to **Repair** the **Covered Product** may be new, used, refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original **Product**.
- “**Replace**” or “**Replacement(s)**”: an item supplied to **You** through **Our** arrangement in the event **We** or the **Insurer** 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 authorised by **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 Schools** program that has been provided to **You** upon purchase completion of the **Plan** from **Our Retailer**.
- “**Term**”: the period of time shown on **Your Purchase Order** which represents the duration in which the provisions of this **Contract** are valid.
- “**We**”, “**Us**”, “**Our**”, “**Provider**”, “**Administrator**”: the party or parties obligated to provide service under this **Contract** as the **Service Contract Provider**/obligor, as well as handle the administration under this **Contract** as the **Service Contract Administrator**, who is **Microsoft Pty. Ltd**, 1 Denison St, North Sydney NSW 2060, Australia.
- “**You**”, “**Your**”, “**Schools Contract Holder**”: the education establishment that purchased the **Products** and this **Contract**, who is to receive **Coverage** in accordance with the terms and conditions of this **Service Contract**.

TERRITORY

This **Service Contract** is valid and eligible for purchase in Australia only.

SERVICE CONTRACT TERM – EFFECTIVE DATE OF COVERAGE

1. **Coverage for Accidental Damage** begins upon the purchase date of **Your Plan** as shown on **Your Purchase Order** and continues for the remainder of **Your Term** or until the **Limit of Liability** is reached, whichever is sooner. **Accidental Damage Coverage** is provided to **You** as a benefit pursuant to a group insurance policy **We** purchased from the **Insurer**. **You** may access a copy of the PDS at <http://aka.ms/au-pds>.
2. **Coverage for a Breakdown** begins upon expiration the **Manufacturer's** original parts and/or labor warranty and continues for the remainder of **Your Term** as shown on **Your Purchase Order** or until the **Limit of Liability** is reached, whichever is sooner. **Breakdown Coverage** is provided by **Microsoft** and **Claims** arising from **Breakdown** are payable by **Microsoft** pursuant to the terms of this **Contract**.

PRODUCT ELIGIBILITY

In order to be eligible for **Coverage** (defined below) under this **Contract**, the **Product** must: (a) be an eligible **Microsoft** Surface device. **You** may access the list of eligible devices at www.microsoft.com/en-au/surface/business/warranty-protection-plans-and-support; (b) be purchased from **Microsoft** or an authorised **Retailer**; (c) have a minimum twelve (12) month **Manufacturer's** warranty attached to the merchandise; and (d) not be a Surface Hub model.

WHAT IS COVERED – GENERAL

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

For **Breakdown Claims** **We** will **Repair** or **Replace Your Product** pursuant to the provisions of this **Contract**. For **Accidental Damage Claims**, **We** are authorised to assess **Accidental Damage Claims** and **We** will report to the **Insurer** and authorize **Repairs** or **Replacements**. If **We**, or the **Insurer** 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** or the **Insurer's** property in their entirety. When a **Replacement** is applicable and provided in lieu of **Repair**, any non-standard 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**.

IMPORTANT NOTICES REGARDING COVERAGE UNDER THIS 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; and/or,
 - ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Contract** shall become **Our** property in their entirety.
- B. **Coverage** described under this **Contract** shall not replace or provide any duplicative benefits during any valid **Manufacturer's** warranty period. During such period, anything **Covered** under the **Manufacturer's** warranty is the sole responsibility of the **Manufacturer** and shall NOT be **Covered** under this **Contract**; regardless of the **Manufacturer's** ability to fulfil its obligations.
- C. **Coverage** under this **Contract** is limited to that which is specifically described in this document, as applicable to **Your Contract**. Anything NOT specifically expressed herein is NOT **Covered** (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** designees).
- D. **Your** responsibilities: It is **Your** responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services **Covered** under this **Contract**. Software and/or data transfer or restoration services are NOT **Covered**.

COVERAGE PLAN OPTIONS

(As indicated on your Purchase Order and applicable to You)

Your summary of **Cover** can be found at [Warranty and Protection Plan Terms & Conditions \(microsoft.com\)](http://www.microsoft.com/en-au/surface/business/warranty-protection-plans-and-support)

When purchased, this **Plan** provides the **Coverage** that is described in the "WHAT IS COVERED – GENERAL" section above, including **Accidental Damage** coverage and subject to the following provisions:

COVERED ESSENTIALS

The **Covered Product**, and/or book plus associated power supply unit with attaching cords are **Covered** under this **Plan**, when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.

- ▶ NOTICE – Surface device only includes mouse and keyboard when such are originally supplied by **Microsoft** within a single, all-in-one packaged purchase.
- ▶ NOTICE – Expressly excluded items: Digital pen, keyboard, mouse, and add-on items are not **Covered** under this **Plan** (regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).

COVERAGE

The number of **Claims** **You** can make during the **Term** will depend on the level of **Cover** you have purchased.

- ▶ If **You** purchased the **Basic Cover**, **You** are **Covered** for a maximum of two (2) **Claims** during the **Term** for the **Repair** or **Replacement** of **Your Product** subject to the **Limit of Liability**.
- ▶ If **You** purchased the **Premium Cover**, **You** are **Covered** for a maximum of three (3) **Claims** during the **Term** for the **Repair** or **Replacement** of

Your Product subject to the **Limit of Liability**.

LIMIT OF LIABILITY

During **Your Contract Term**, regardless of **Your** level of **Cover**, the cumulative maximum amount that **We** are obligated to pay pursuant to this **Contract** for shall not exceed the **Purchase Price** of **Your Product(s)**. Once this limit is reached, **Coverage** under the **Plan** will end, regardless of any remaining time under the current **Term**.

ADVANCED EXCHANGE REPLACEMENTS UNDER THIS PLAN: If **We** choose to provide a **Replacement**, **We** may provide advanced exchange service. If **We** provide advanced exchange service, the **Replacement Product** will be delivered to **You** in advance of **Our** receipt of the defective **Product**. In exchange, the defective **Product** must be returned to us within ten (10) calendar days of confirmed delivery receipt of the **Replacement Product**, or such longer period as agreed with **Us**. If the defective **Product** is not returned to **Us** within the required or agreed timeframe, **You** will be assessed a non-returned device fee equal to the **Manufacturer's** retail price of the **Replacement Product**.

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**. Please see the PDS at <http://aka.ms/au-pds> regarding **Accidental Damage Coverage** for details.

NOTICE – ABOUT INSURANCE COVERAGE (ACCIDENTAL DAMAGE CLAIMS): The **Accidental Damage Coverage** is provided to **You** pursuant to a group insurance policy **We** purchased from the **Insurer**. For **Accidental Damage Coverage**, the PDS explains the features and benefits of the cover and how to make a **Claim**. **You** may access a copy of the PDS at <http://aka.ms/au-pds>. The **Insurer** appoints **Us** to arrange the **Coverage** and is liable for the costs of **Repair** and **Replacement** on the terms contained in the PDS.

We act as an authorised representative (Authorised Representative Number 001293743) of A.I.S. Insurance Brokers Pty Ltd ACN 065 797 597 (AFSL no. 255304), and they have authorised **Us** to arrange **Accidental Damage Coverage** for our customers and handle **Accidental Damage Claims** on their behalf. **We** are not authorised to provide any personal financial advice in respect of the **Accidental Damage Coverage**. **We** are authorised to assess **Accidental Damage Claims** and **We** will report to the **Insurer** and authorise **Repairs** or **Replacements** if **You** have **Accidental Damage Coverage**.

PLACE OF SERVICE

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

LIMIT OF LIABILITY

In addition to that which is noted in the "**COVERAGE PLAN OPTIONS**" section as applicable to "**Your Plan**", neither **We**, the **Insurer** nor the **Retailer** shall be liable for any incidental or consequential damages; including but not limited to: (i) property damage, lost time, lost data, or lost income resulting from a defined **Breakdown** or **Accidental Damage**, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Covered Product**; including but not limited to any non-covered equipment used in association with the **Covered Product**; (ii) delays in rendering **Covered** services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by the customer associated with customized installations to fit the **Covered Product** such as third party stands, mounts and customized alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or color as the previous **Covered Product**. **We** shall not assume any liability or damage to property or injury or death to any party(ies) arising out of the operation, maintenance or use of the **Covered Product** or a **Replacement** provided under the provisions of this **Contract**. **We** shall not be liable for any and all **Pre-Existing Conditions** (as defined in the GENERAL EXCLUSIONS section) known to **You**, including any inherent **Product** flaws.

Please see the PDS for details regarding the specific exclusions and **Limits of Liability** for **Accidental Damage Coverage** for the **Plan**.

OPTIONAL BENEFIT UPGRADE: NEXT BUSINESS DAY SERVICE

When selected and purchased by **You** as shown on **Your Purchase Order**, this optional benefit upgrade provides for overnight carrier of a **Replacement** determined by **Us** to **Your** location as held on file as follows:

- a) One (1) Business Day if **Claim** authorisation occurs prior to 2:00 p.m. local time; or
- b) Two (2) Business days if **Claim** authorisation occurs after 2:00 p.m. local time.

For the purpose of this optional benefit upgrade provision, "Business Day" refers to Monday through Friday, excluding standard local public holidays.

WHAT IS NOT COVERED – BREAKDOWN EXCLUSIONS

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

- | | |
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| <ol style="list-style-type: none">(a) Pre-existing conditions incurred or known to You ("Pre-Existing Conditions" refers to damages or defects associated with the Product that existed before this Contract was purchased).(b) Improper packaging and/or transportation by You or Your representative resulting in damage to the Product while it is in transit, including improperly securing the Product during transportation.(c) Any indirect loss whatsoever including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined Breakdown, or Accidental Damage event, any non-defined mechanical/electrical failure, training services | <p>provided separately by Microsoft or its affiliates, or any other kind of damage of or in association with the Product; including, but not limited to any non-covered equipment used in association with the Product; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by You associated with customised installations to fit the Product such as third party stands, mounts, and customised alcoves and the like; or (v) a Replacement that is a different model, size, dimension or color as the previous Product. We shall not assume any liability or damage to property or injury or death to any</p> |
|---|--|

- party(ies) arising out of the operation, maintenance or use of the Product or a Replacement provided under the provisions of this Contract.
- (d) Modifications, adjustments, alterations, manipulation, or repairs made by anyone other than a service technician authorised by Us or other than in accordance with Manufacturer's specifications.
 - (e) Damage from freezing, overheating, rust, corrosion, warping or bending.
 - (f) Wear and tear, or gradual deterioration of Product performance.
 - (g) The intentional treatment of the Product in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.
 - (h) Damage to or malfunction of Your Product caused by or attributed to the operation of a software virus or any other software-based malfunction.
 - (i) Loss, theft, or malicious mischief or disappearance.
 - (j) Fortuitous events, including, but not limited to riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion, or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand or smoke, nuclear radiation, radioactive contamination, riot, war or hostile action, governmental act, or internet or other telecommunications malfunction.
 - (k) Lack of performing the Manufacturer's recommended maintenance, operation, or storage of the Product in conditions outside of the Manufacturer's specifications or instructions.
 - (l) Product(s) that are subject to a Manufacturer's recall, warranty, or rework to repair design or component deficiencies, improper construction, Manufacturer error regardless of the Manufacturer's ability to pay for such repairs.
 - (m) Product(s) that have removed or altered serial numbers.
 - (n) Cosmetic damage however caused to Your Product, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.
 - (o) Normal periodic or preventive maintenance, adjustment, modification, or servicing.
 - (p) Accessories and peripherals (such as detachable keyboard, digital pen), or attachments.
 - (q) 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.
 - (r) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the Product.
 - (s) Any cost arising as a result of the failure of any item that is intended to be a consumable item.
 - (t) Any Claim where Purchase Order had not been provided except where We agree to transfer the benefit of the Contract.
 - (u) Any Claim for the restoration of software or data, or for retrieving data from Your Product.
 - (v) 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.
 - (w) 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 United Nations resolutions.

YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND DATA ON A REGULAR BASIS AND PRIOR TO COMMENCEMENT OF ANY CLAIM. THIS CONTRACT DOES NOT COVER RESTORATION OF SOFTWARE OR DATA, OR DATA RETRIEVAL TO/FROM YOUR COVERED PRODUCT, AND WE ARE UNABLE TO TRANSFER SUCH TO ANY REPLACEMENT DEVICE THAT MAY BE PROVIDED TO YOU. IN NO EVENT WILL WE BE RESPONSIBLE FOR THE RESTORATION OF SOFTWARE OR DATA, OR FOR RETRIEVING DATA FROM ANY PRODUCT.

IF YOUR PRODUCT EXPERIENCES AN OCCURRENCE THAT IS EXCLUDED FROM COVERAGE UNDER THIS SECTION, OR IN THE EVENT OF A SERVICE INCIDENT WHEREIN THERE IS A "NO PROBLEM FOUND" DIAGNOSIS FROM OUR AUTHORISED SERVICER, THEN YOU ARE RESPONSIBLE FOR ALL COSTS IN ASSOCIATION WITH SUCH SERVICE, INCLUDING ANY SHIPPING AND/OR ON-SITE SERVICING COSTS.

For Accidental Damage Coverage consult the PDS for details of the benefits and exclusions of the insurance.

HOW TO FILE A CLAIM

IMPORTANT: The submission of a Claim does not automatically mean that the Accidental Damage or Breakdown to Your Product is Covered under Your Service Contract or the insurance policy. In order for a Claim to be considered, You will need to first contact Us for initial diagnosis of the problem with Your Product. There is no Coverage under this Contract or the insurance policy if You make unauthorised repairs.

Please have **Your Purchase Order** readily available and call **Us** at the telephone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers> or visit <http://support.microsoft.com/en-AU/warranty>. **Our** authorised 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 authorised servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot center), please be sure to include all of the following with **Your Product**:

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

NOTE: If We or the Insurer require You to mail the Product elsewhere, We will provide You specific instructions on how to mail the Product. For mail-in service, We or the Insurer 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 services that are conducted by a servicer, **Retailer**, or depot center which has been authorised by **Us** or the **Insurer**. If **Your Term** expires during the time of an approved **Claim, Breakdown Coverage** under this **Contract** will be extended until the date in which the approved **Claim** in progress has been fulfilled completely in accordance with the terms and conditions of this **Contract**.

RENEWABILITY

Coverage under this **Service Contract** is not renewable.

TRANSFERABILITY

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

GUARANTEE

This **Contract** for mechanical **Breakdown** for this **Plan** is not an insurance policy; it is a **Service Contract**. **Accidental Damage Coverage** for all **Plans** referred to above is provided under an insurance policy. The PDS contains the terms on which the insurance is provided to **You**. Should **We** fail to assess any **Claim You** make which is covered by the group insurance policy issued by the **Insurer** within thirty (30) days after the **Claim** has been submitted, **You** are entitled to make a direct **Claim** against the **Insurer**. Please consult the PDS for details at <http://aka.ms/au-pds>.

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** Pty. Ltd, 1 Denison St, North Sydney NSW 2060, Australia; phone **Us** on the phone number found at <http://support.microsoft.com/gp/customer-service-phone-numbers>, or via email at: msespbus@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**, minus any **Claims** paid by **Us**.

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 by **You**, minus any **Claims** paid by **Us**.

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 material misrepresentation by **You**, or
- (c) substantial breach of duties under this **Contract** by **You** in relation to the **Product** or its use.

For cancellation of the **Accidental Damage Coverage** provided by the **Insurer** please see the PDS for details at <http://aka.ms/au-pds>.

COMPLAINTS PROCEDURE

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

We will reply within five (5) working days from when **We** receive **Your** complaint and where your complaint relates to **Accidental Damage**, we will acknowledge your complaint within 24 hours (or next business day). 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 unless exceptional circumstances apply.

For complaints in relation to **Accidental Damage Coverage** provided by the **Insurer** please see the PDS for details at <http://aka.ms/au-pds>.

PRIVACY AND DATA PROTECTION

Data Protection

We 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 Controller is **Microsoft**. The information **We** collect is protected under the *Privacy Act 1998 (Cth)* and the Australian Privacy Principles. By purchasing this **Contract**, **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services contemplated under this **Contract**. Below is a summary of the main ways in which **We** process **Your** personal data. For more information, please see our privacy policy on **Our** website at <https://privacy.microsoft.com/>.

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:

- For the purposes of providing handling request for services 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**.
- For research or statistical purposes, this is for **Our** legitimate interests: for **Us** to analyse 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 Australia
- 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.
- To notify **You** about changes to **Our** service, this is for **Our** legal and regulatory obligations.
- 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 Australia.

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, solicitors/barristers, 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 The Data Protection Officer, please see website (<https://privacy.microsoft.com/>) for full address details.

GENERAL PROVISIONS

- 1. 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.
- 2. Waiver; Severability.** The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 3. Notices.** **You** expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this **Contract** will be in writing and may be sent by any reasonable means including by mail, email, text message or recognised 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.
- 4. Law.** The governing law for the **Contract** is the law in the State of Victoria, Australia whose courts have non-exclusive jurisdiction to hear any disputes between the **Parties** to this **Contract**.

ENTIRE AGREEMENT

This **Service Contract**, including the **Purchase Order**, terms, conditions, limitations, exceptions and exclusions, and **Your Purchase Order**, 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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