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Microsoft Assure Plan

Congratulations

Thank you for Your recent purchase of the Microsoft Assure Plan (the "Service Agreement"). We hope You enjoy Your new product with the added comfort and protection this Service Agreement provides. Please keep this document in a safe place along with the sales receipt You received when You purchased Your product, as You may need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help you determine what is covered under the Service Agreement. This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement.

Microsoft Assure Plan

Definitions

Throughout this Service Agreement, the words "We", "Us" and "Our" means the party or parties obligated to provide service under this Service Agreement as the service agreement provider, who is AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038. For Florida residents only, this Service Agreement is an agreement between You and Technology Insurance Company, Inc. (License No. 03605), 59 Maiden Lane, 6th Floor, New York, NY 10038. "You" and "Your" refer to the purchaser of the Product covered by this Service Agreement or to the person to whom this Service Agreement was properly transferred. "Product" means the item(s) which You purchased concurrently with and is covered by this Service Agreement. "Failure" means the mechanical or electrical breakdown of the Product caused by defects in materials or workmanship during normal usage of Your Product "Deductible" means the amount You are required to pay (if any), as shown under "Deductible" for covered repairs or replacements. "Cosmetic Damage" means damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. "Microsoft Corporation" ("Microsoft") refers to the retailer from whom You purchased the Product and Service Agreement. "MSRP" means the Manufacturer's Suggested Retail Price of the Product as of its date of purchase. This Service Agreement is administered by AMT Warranty Corp. Please contact the Administrator at P.O. Box 1189, Bedford, TX 76095 or toll-free at (877) 696-7786 if you have any questions about this Service Agreement.

What is covered

In consideration of payment of the Service Agreement price, We agree to repair or replace Your Product in the event the Product is rendered inoperable due to a Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty or service contract. Parts used to repair or replace Your Product may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Product. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "WHAT IS NOT COVERED" below.

Coverage plans

1. REPLACEMENT PLAN

If You purchased a Replacement Plan, in the event of a covered claim, We will replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the product during the term of this Service Agreement.

2. REPAIR PLAN

If You purchased a Repair Plan, in the event of a covered claim, We will furnish or pay for labor and/or parts required to repair the Failure of Your Product during the term of this Service Agreement. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, or to reimburse You for costs incurred by You for the purchase of a replacement product.

3. PREMIUM PLAN

If You purchased a Premium Plan, in the event of a covered claim, we will furnish or pay for labor and/or parts required to repair Your Product due to the following causes of Failure during the term of this Service Agreement:

- Accidental Damage from Handling (ADH) such as damage from drops, spills, and liquid damage associated with the handling and use of Your Product;
- Power surge, if caused by power outage while Your Product is properly connected to an electrical outlet. *Important Note: Power surge does not cover damages caused by or resulting from improper installation or connection to an incorrect power source.*

Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, or to reimburse You for costs incurred by You for the purchase of a replacement product.

4. SMARTPHONE PLAN

If You purchased a SmartPhone Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair Your Product due to the following causes of Failure during the term of this Service Agreement:

- Accidental damage from handling (ADH), such as damage from drops, spills, and liquid damage associated with the handling and use of Your Product;
- Normal wear and tear;
- Defective battery, provided such battery is the original rechargeable unit supplied by the manufacturer of Your Product with Your initial purchase. You are limited to one (1) battery replacement during the term of this Service Agreement;
- Damaged or defective buttons or connectivity ports located on Your Product, if such damage or defect impacts the functionality of Your Product. Cosmetic Damage is not covered under this Service Agreement.
- Defective pixels when there are at least three (3) defective pixels throughout the display area on the screen of Your Product;
- Power surge, if caused by power

outage while Your Product is properly connected to an electrical outlet. *Important Note: Power surge does not cover damages caused by or resulting from improper installation or connection to an incorrect power source.*

- Dust, internal overheating, internal humidity/condensation; or
- Defects in materials or workmanship.

In lieu of repair, We reserve the right, at Our sole discretion, to replace Your Product with a new or reconditioned Product of equal or comparable value to Your original Product, or, at Our sole discretion, reimburse You for costs incurred to purchase of a replacement device (which shall not exceed the MSRP of Your original Product). Accessories that are not integral to the function of Your Product will NOT be provided with Your replacement Product. Replacement Products will include the International Manufacturer's Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID) of the mobile device, and may not be the same brand as Your original Product. Should the replacement model differ from the original, a home charger will also be provided to You. In the event a replacement Product is not available in the same color as Your original Product, a different color model will be provided to You.

Important Note

ADH coverage does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, Cosmetic Damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with Your Product, You must make every effort to utilize these product accessories for protection against damage to Your Product. Abuse is defined as the intentional treatment of Your Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by the Premium and SmartPhone Plans. Technological advances may result in a replacement product with a lower selling price than the original product. No refund will be made based on the replacement product cost difference. If Your Product is replaced, We will have no further obligation to repair or replace Your

Product and You will not be entitled to make any further claims for its repair or replacement.

Additional benefits under this service agreement

1. **NO LEMON GUARANTEE:** If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired ("Qualifying Service Repairs"), and if that Product component requires a fourth repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily the same brand. The cost of the replacement will not exceed the original purchase price of Your Product and may be less due to technological advances. Once a Product is replaced, then this Service Agreement is considered fulfilled and We shall have no further obligation to provide service under this Service Agreement. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done to the equipment are not considered repairs for the purposes of this No Lemon Guarantee. Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.

2. If you purchased a Premium Plan or SmartPhone Plan, this Service Agreement provides the following additional benefit during the term of this Service Agreement:

- **TEMPORARY LOANER PRODUCTS FOR LAPTOPS OR MOBILE PHONES:** In the event of a covered claim, You may be eligible to receive a temporary loaner mobile phone or laptop while Your Product is being repaired. You must return the loaner product to the Administrator or the nearest authorized Microsoft retail location before Your replacement or repaired Product will be provided to You.

Place of service

You will be responsible for carry-in delivery or shipment, prepaid and insured, of Your Product to Our authorized service facility or the nearest authorized Microsoft retail location for service.

Term of coverage

- **Repair and Replacement Plans:** Coverage under this Service Agreement shall commence immediately upon expiration of the shortest portion of the manufacturer's original written warranty, and shall remain in effect for the term specified in the sales documentation provided to You at the time of purchase, subject to the

provisions of the "LIMIT OF LIABILITY" section. The Product manufacturer has primary responsibility for replacement or repair of Your Product during the original equipment manufacturer's warranty period ("OEM Warranty Period"). If Your Product is replaced or if You have been reimbursed by Us, this Service Agreement shall terminate completely upon replacement of Your Product. All products and/or parts replaced under this Service Agreement become Our property in their entirety.

- **Premium Plans and SmartPhone Plans:** Coverage under this Service Agreement begins on the date You purchase Your Product or on the date Your original product was delivered to You, and shall remain in effect for the term specified in the sales documentation provided to You at the time of purchase, subject to the "LIMIT OF LIABILITY" section. This Service Agreement is inclusive of Your Product's manufacturer's warranty; it does not replace Your Product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Service Agreement during the OEM Warranty Period. Parts and services that are covered under the manufacturer's warranty during the OEM Warranty Period or that are subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Service Agreement. After the manufacturer's warranty expires, this Service Agreement continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within this Service Agreement.

Deductible

- **SmartPhones Plans Only:** Each eligible claim for Your Product is subject to a non-refundable, fifty-dollar (\$50.00) Deductible; which shall be paid at the time repair or replacement of Your Product is approved by the Administrator. No Deductible shall apply to a covered Failure resulting from defects in materials or workmanship or normal wear and tear.
- **All other Plans:** There is no Deductible required to obtain service on Your Product.

Limit of liability

- **SmartPhone Plans Only:** For any single claim, the limit of liability under this Service Agreement is the lesser of (1) the actual cost of the authorized repair; or (2) replacement with a new or refurbished product of like kind and quality, not necessarily the same brand, that is of comparable

performance. Coverage under this Service Agreement is limited to two (2) replacement claims during the term of the Service Agreement; in the event We make payments for repairs or replacements which in the aggregate equal or exceed the MSRP of the Product as of the date of purchase, Our obligations under this Service Agreement will be fulfilled and You will not be entitled to make any further claims under this Service Agreement. Technological advances may result in a replacement device with a lower MSRP than Your original Product. No refunds will be made based on the cost difference between the replacement device and the original Product.

- All other Plans: Our liability in connection with all claims that You make pursuant to this Service Agreement shall not exceed the retail value of Your Product, as of the purchase date of Your Product, less taxes. In the event the aggregate sum of all claims made by You under this Service Agreement is equal to or exceeds the retail value of Your Product, neither We shall have any further obligation to replace Your Product and You will not be entitled to make any further claims on Your Product.

NEITHER WE NOR THE ADMINISTRATOR SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

What is not covered

(A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA OR CANADA; (B) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S/RETAIL WARRANTY OR SOLD "AS IS;" (C) PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S/RETAIL PARTS AND LABOR LIMITED WARRANTY; USED, REBUILT OR REFURBISHED PRODUCTS WITH LESS THAN NINETY(90) WARRANTY/DEALER COVERAGE (D) PRODUCTS USED FOR COMMERCIAL OR EDUCATIONAL PURPOSES (MULTIUSER ORGANIZATIONS); (E) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; (F) UNAUTHORIZED REPAIRS, IMPROPER

INSTALLATION OR ATTACHMENTS OR TRANSPORTATION DAMAGE; (G) CHANGES OR ENHANCEMENTS IN COLOR, TEXTURE, FINISHING, EXPANSION, CONTRACTION OR ANY COSMETIC DAMAGE TO YOUR PRODUCT HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, SCRATCHES AND MARRING THAT DOES NOT AFFECT THE PRODUCTS OPERATIONAL PERFORMANCE; (H) LACK OF MANUFACTURER SPECIFIED MAINTENANCE OR IMPROPER EQUIPMENT MODIFICATIONS; (I) PHYSICAL OR COSMETIC DAMAGE TO YOUR PRODUCT DUE TO VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER EXTERNAL PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (J) EQUIPMENT USED IN INDUSTRIAL SETTINGS. EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (I) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED, OR (II) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (K) ACCIDENTAL DAMAGE (UNLESS PURCHASED AS ADDITIONAL COVERAGE), CRACKED OR DAMAGED DISPLAY SCREENS OR DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS; (L) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S), (M) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (N) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT OR IMPROPER USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS; (O) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (P) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (Q) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (R) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (S) CONSUMABLES SUCH AS BATTERIES, BULBS, POWER CORDS, ETC.; (T) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON

YOUR SALES RECEIPT AS CARRY IN; (U) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS. (V) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY THE FAILURE OF YOUR PRODUCT; (W) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT BEING PROVIDED OR SHIPPED BY THE MANUFACTURER; (X) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (Y) CLEANING EXPENSES, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION REGARDING THE PRODUCT; (Z) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (AA) DAMAGE TO A COVERED PART CAUSED BY A NON-COVERED PART; (AB) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; (AC) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS, NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS AND OTHER SIMILAR INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES; (AD) COST OF PREVENTIVE MAINTENANCE OR DAMAGES CAUSED BY IMPROPER PREVENTIVE MAINTENANCE; (AE) PUBLIC RENTAL EQUIPMENT OR PRODUCTS USED IN COMMUNAL SETTINGS (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS SERVICE AGREEMENT); (AF) DAMAGE CAUSED BY COLLISION WITH ANOTHER OBJECT; (AG) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (AH) EXPENSES INCURRED FROM THE DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION; (AI) DAMAGE TO PRODUCT HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES (OR SIMILAR UNAUTHORIZED INTRUSIVE CODE OR PROGRAMS), NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, THIRD PARTY APPLICATION PROGRAMS, CUSTOMIZED SOFTWARE (SUCH AS PERSONAL INFORMATION MANAGERS (PIM), RING TONES, GAMES OR SCREEN SAVERS) OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR

REINSTALLATION OF ANY SOFTWARE, APPLICATION OR DATA; AND (AJ) PERSONAL DATA.

SHOULD THE MANUFACTURER OF YOUR PRODUCT GO OUT OF BUSINESS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS SERVICE AGREEMENT, THE OBLIGOR AND THE ADMINISTRATOR SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE SERVICE AGREEMENT LESS CLAIMS PAID.

What to do if covered product requires service

Call Us at 877-696-7786 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to carry-in or ship Your Product to an authorized service center or designated Microsoft retail store. For faster service, have Your dated proof of purchase (sales receipt) and Service Agreement number available when You place the call. You will be required to provide a copy of Your proof of purchase (sales receipt) at time of service. NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS. Service will be provided during normal business hours and in the USA only. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

Renewal

This Service Agreement may at Our discretion be renewed at the expiration of its term. 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.

Transfer of service agreement

This Service Agreement may be transferred to any person in the United States by contacting the Administrator at 877-696-7786 toll-free.

Guarantee

This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should Administrator or We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event You cancel this Service Agreement, and Administrator or We fail to refund the unearned portion of the Service

Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

NOTE: THE ABOVE GUARANTEE DOES NOT APPLY TO SERVICE AGREEMENTS SOLD IN THE STATE OF FLORIDA.

Cancellation

You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, call the Administrator at 877-696-7786 toll-free. If You cancel within the first thirty (30) days after purchasing this Service Agreement, You will receive a 100% refund of the full purchase price of Your Service Agreement, less any claims paid or pending.

If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price based on the time remaining on Your Service Agreement, less any claims paid or pending, subject to an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the Service Agreement purchase price, whichever is less, unless otherwise provided by state law.

Administrator or We may only cancel this Service Agreement for the following reasons: nonpayment of the Service Agreement purchase price, fraud or material misrepresentation. If We cancel this Service Agreement, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

STATE DISCLOSURES

Regulation of service agreements may vary widely from state to state. Any provision within this Service Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision within Your Service Agreement terms and conditions to the contrary.

Alabama Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund

is not paid. This provision applies only to the original purchaser of the Service Agreement. Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You. AMT Warranty Corp. is the Provider under this Service Agreement.

Arizona Only

CANCELLATION - No claims incurred or paid will be subtracted from any refund. WHAT IS NOT COVERED - We shall not provide coverage only for those specifically listed items in the Exclusions section. "Pre-existing conditions" is deleted and replaced with: conditions that were caused by You or known by You prior to purchasing this Service Agreement.

Arkansas Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

California Only

This Service Agreement may be cancelled by the contract holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You request cancellation of this Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You cancel this Service Agreement within thirty (30) days of receipt of this Service Agreement, You will receive a full refund of the purchase price, less any claims paid. If You cancel after thirty (30) days of receipt of this Service Agreement, You will receive a pro rata refund of the Service Agreement purchase price, less any claims paid, less an administrative fee, not to exceed ten percent (10%) of the Service Agreement price or ten dollars (\$10), whichever is less, unless otherwise precluded by law. AMT Warranty Corp. (License # SA-42) is the Service Contract Administrator and Obligor for this Service Agreement.

Connecticut Only

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. You may cancel Your Service Agreement if Your Product is sold, lost, stolen, or destroyed. If Your Service Agreement expires during the time of an approved repair or replacement, this Service Agreement is extended until the repair or replacement has been completed. **CONTRACT HOLDER'S RESPONSIBILITY:** It is the responsibility of the contract holder to follow the manufacturer's specifications for the use and care/maintenance of the Covered Product.

Florida Only

This Service Agreement is between the Provider, Technology Insurance Company, Inc. (License # 03605) and You, the purchaser. You may cancel Your Service Agreement by informing the selling dealer or the Administrator of Your cancellation request. In the event the Service Agreement is canceled by You, return of the premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less any claims that have been paid or less the cost of repairs made on Your behalf. In the event the Service Agreement is canceled by the Administrator or Provider, return of the premium shall be based upon one hundred percent (100%) of the unearned pro-rata premium. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

Georgia Only

If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price based on the time remaining on Your Service Agreement, less an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the pro-rata refund, whichever is less. The Administrator may not cancel this Service Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. In no event will claims be deducted from any refund. This Service Agreement will be interpreted and enforced according to the laws of the state of Georgia. Should repair parts become unavailable because a manufacturer has gone out of business, if a manufacturer no longer provides product support or all part sources have been exhausted during the coverage period of this Service Agreement, the Obligor and the Administrator shall be excused from performance hereunder and You shall receive a full refund of the purchase price paid by You for the Service

Agreement. **PRE-EXISTING** - Any reference to Pre-existing conditions within this Service Agreement is amended as follows: Pre-existing conditions known to You. The following amends the **WHAT TO DO IF COVERED PRODUCT NEEDS SERVICE** section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs.

Hawaii Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Illinois Only

Covered items must be in place and in good operating condition on the effective date of coverage and become inoperative due to Failure after the effective date of this contract. The following amends the **CANCELLATION** sections of this Service Agreement: If You cancel within the first thirty (30) days after purchasing this Service Agreement and no claims have been paid or are pending, You will receive a 100% refund of the full purchase price of Your Service Agreement, If You cancel within the first thirty (30) days after purchasing this Service Agreement and claims have been paid or are pending, You will receive a pro-rata refund of the Service Agreement purchase price based on the time remaining on Your Service Agreement, less an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the Service Agreement purchase price, whichever is less. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price based on the time remaining on Your Service Agreement, less any claims paid or pending, subject to an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the Service Agreement purchase price, whichever is less,

Indiana Only

Your proof of payment to the issuing vendor for this Service Agreement shall be considered proof of payment to the insurance company which guarantees Our obligations to You. **WHAT IS NOT COVERED:** Letter (M) is deleted and replaced with the following: (M) ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU THAT OCCUR PRIOR TO

THE EFFECTIVE DATE OF THIS CONTRACT. CANCELLATION: paragraph 2 is deleted in its entirety and replaced with the following: If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price based on the time remaining on Your Service Agreement, less any claims paid or pending, subject to an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the Service Agreement purchase price, whichever is less.

Maine Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Maryland Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Massachusetts Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Minnesota Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Missouri Only

If You request cancellation of this Service Agreement within thirty (30) days of the

purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price. No cancellation fee will apply. In no event will claims paid be deducted from a cancellation refund.

Montana Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

Nevada Only

The following amends the CANCELLATION sections of this Service Agreement. This Service Agreement is not renewable. If You cancel this contract and the refund is not processed within 45 days, a 10% penalty will be added to the refund for every 30 days the refund is not paid. These provisions apply only to the original purchaser of the Service Agreement. The Provider of this Service Agreement may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If the Provider cancels Your Service Agreement, You will be entitled to a pro-rata refund of the unearned contract fee, and no administrative fee will be deducted. In no event will claims be deducted from any refund. The following amends the WHAT TO DO IF COVERED PRODUCT NEEDS SERVICE section of this Service Agreement: This Service Agreement will not become void if You make unauthorized repairs. However, this Service Agreement will provide no coverage if You make unauthorized repairs. WHAT IS NOT COVERED section item (J) is deleted in its entirety; items (Q) and (AE) are deleted and replaced with the following:
(Q) If the Manufacturer of Your Product will not honor the manufacturer's warranty on Your Product, We will not automatically suspend all coverage. We will not provide

any coverage that would have otherwise been provided under the manufacturer's warranty. However, We will continue to provide any other applicable coverage under this Service Agreement, unless such coverage is otherwise excluded by the terms of this Service Agreement (AE) Public Rental Equipment or Products used in Communal Settings.

New Hampshire Only:

In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Mexico Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within sixty (60) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. The Provider of this Service Agreement may cancel this contract within 70 days from the date of purchase for any reason. After 70 days, the Provider may only cancel this Service Agreement for fraud, material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

New York Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.

North Carolina Only

The purchase of a service agreement is not required in order to obtain financing for the product. We may cancel this service agreement only for non-payment of the purchase price of the service agreement or a direct violation of the service agreement by You.

Oklahoma Only

This service warranty applies to consumer electronic products. This service warranty is not issued by the manufacturer or wholesale company marketing the product. This service warranty will not be honored by such manufacturer or wholesale company. The Oklahoma Department of Insurance does not review

commercial service warranty contract language. Coverage afforded under this service warranty is not guaranteed by the Oklahoma Insurance Guaranty Association. CANCELLATION - The cancellation section of this contract is deleted in its entirety and replaced with the following: If You cancel this service warranty within the first thirty (30) days and no claim has been authorized or paid within the first thirty (30) days, We will refund the entire service warranty contract purchase price. If You cancel this service warranty after the first thirty (30) days, or have made a claim within the first thirty (30) days, return of premium shall be based upon ninety percent (90%) of the unearned pro-rata premium less the actual cost of any service provided under the service warranty contract. If We cancel this service warranty, return of premium shall be based upon one hundred percent (100%) of unearned pro-rata premium less the actual cost of any service provided under the service warranty contract.

The following amends the WHAT TO DO IF COVERED PRODUCT NEEDS SERVICE section of this Service Agreement: NOTE: THIS SERVICE AGREEMENT MAY BECOME VOIDABLE IF YOU MAKE UNAUTHORIZED REPAIRS. The following replaces WHAT IS NOT COVERED SECTION, ITEM (I) and (AE): (I) PHYSICAL OR COSMETIC DAMAGE TO YOUR PRODUCT DUE TO VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST (EXCEPT AS PROVIDED UNDER THE SMARTPHONE PLAN), CORROSION, DEFECTIVE BATTERIES (EXCEPT AS PROVIDED UNDER THE SMARTPHONE PLAN), BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER EXTERNAL PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (AE) PUBLIC RENTAL EQUIPMENT OR PRODUCTS USED IN COMMUNAL SETTINGS.

Oregon Only

This Service Agreement is an agreement between the Obligor/Provider, AMT Warranty Corp., 59 Maiden Lane, 6th Floor, New York, NY 10038, (800) 342-5349 and You.

South Carolina Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. If You have any questions regarding this Service Agreement, 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, (803) 737-6160.

Texas Only

If You have any questions regarding the regulation of the Service Agreement 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, (800) 803-9202. You may return this Service Agreement within thirty (30) days of the date of purchase of this Service Agreement. If this Service Agreement is cancelled within the first thirty (30) days, We will refund the entire Service Agreement charge, less claims paid. If this Service Agreement is cancelled after the first thirty (30) days, You will receive a pro-rata refund less a ten dollar (\$10.00) administrative fee and less claims paid. A ten percent (10%) penalty per month will be added to a refund that is not made within forty-five (45) days of Your return of the Service Agreement to the provider. 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 Agreement is canceled. These provisions apply only to the original purchaser of the Service Agreement. If We cancel this Service Agreement, We shall mail a written notice to You at the last known address held by Us before the fifth day preceding the effective date of cancellation. The notice will state the effective date and the reason for the cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, fraud or a material misrepresentation by the Service Agreement Holder to the provider or the provider's administrator, or a substantial breach of duties by the Service Agreement Holder relating to the covered product or its use. If We cancel this Service Agreement, no cancellation fee shall apply.

Utah Only

Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. We may only cancel this Service Agreement for material misrepresentation, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel this Service Agreement for non-payment, such cancellation will be effective ten (10) days after the mailing of notice. If We cancel this Service Agreement material misrepresentation of a substantial breach of duties, such cancellation will be effective thirty (30) days after mailing of notice. This Service Agreement or warranty is subject to

limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Washington Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within thirty (30) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement. In the event We cancel this Service Agreement, We will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation with the effective date for the cancellation and the reason for cancellation. Exclusions from coverage are limited to those expressly stated under the "WHAT IS NOT COVERED" section above. You may file a claim directly with Wesco Insurance Company at any time, at 59 Maiden Lane, 6th Floor, New York, NY 10038 or 866-505-4048.

Wisconsin Only

THIS WARRANTY IS ONLY SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within 30 days of the date of purchase, the Administrator shall return 100% of the purchase price less actual costs or charges needed to issue and service the Service Agreement. If You cancel this Service Agreement after 30 days, You will receive a pro-rated refund less a cancellation fee of ten percent (10%) of the purchase price up to ten dollars (\$10.00). In no event will claims be deducted from a refund. Unauthorized repairs may not be covered. Notice and Proof of Loss: Provided notice of proof of loss is furnished as soon as reasonably possible and within one (1) year, failure to furnish such notice or proof within the time required by the policy does not invalidate or reduce a claim unless the Administrator is prejudiced thereby and it was reasonably possible to meet the time limit.

Wyoming Only

If You request cancellation of this Service Agreement within thirty (30) days of the purchase date of the Service Agreement and the refund is not paid or credited within forty-five (45) days after return of the Service Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Service Agreement.



**Service Agreement Administrator
("Administrator")**

AMT Warranty Corp.
P.O. Box 1189
Bedford, TX 76095
800-342-5349



Extended Service Agreement Administrator ("Administrator"):
AMT Warranty Corp. of Canada, ULC
P.O. Box 1189
Bedford, TX 76095
Telephone: (877) 696-7786

CONGRATULATIONS! Thank you for Your recent purchase of the Microsoft Assure Plan (the "Service Agreement"). We hope You enjoy Your new product with the added comfort and protection this extended service agreement provides. Please keep this document in a safe place along with the sales receipt You received when You purchased Your product, as You may need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help you determine what is covered under the Service Agreement. This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales receipt for Your Product, constitutes the entire agreement.

MICROSOFT ASSURE PLAN

DEFINITIONS: Throughout this Service Agreement, the words "**We**", "**Us**" and "**Our**" means the party obligated to provide service under this Service Agreement as the service agreement provider, who is AMT Warranty Corp. of Canada, ULC, 1900 736 – 6th Avenue SW, Calgary, Alberta T2P 3T7. "**You**" and "**Your**" refer to the purchaser of the Product covered by this Service Agreement or to the person to whom this Service Agreement was properly transferred. "**Product**" means the item(s) which You purchased concurrently with and is covered by this Service Agreement. "**Failure**" means the mechanical or electrical breakdown of the Product caused by defects in materials or workmanship during normal usage of Your Product. "**Deductible**" means the amount You are required to pay (if any), as shown under "Deductible" for covered repairs or replacements. "**Cosmetic Damage**" means damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. "**Microsoft Corporation ("Microsoft")**" refers to the retailer from whom You purchased the Product and Service Agreement. "**MSRP**" means the Manufacturer's Suggested Retail Price of the Product as of its date of purchase. This Service Agreement is administered by AMT Warranty Corp. of Canada, ULC, whose administrative address is P.O. Box 1189, Bedford, TX 76095 ("**Administrator**"). You may contact the Administrator toll-free at (877) 696-7786 if you have any questions about this Service Agreement.

WHAT IS COVERED: In consideration of payment of the Service Agreement price, We agree to repair or replace Your Product in the event the Product is rendered inoperable due to a Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty or service contract. Parts used to repair or replace Your Product may be new, used, refurbished, and/or non-original manufacturer parts that perform to the factory specifications of Your Product. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled "WHAT IS NOT COVERED" below.

COVERAGE PLANS:

1. **REPLACEMENT PLAN:** If You purchased a Replacement Plan, in the event of a covered claim, We will replace the Product with a new, rebuilt or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the product during the term of this Service Agreement.

2. **REPAIR PLAN:** If You purchased a Repair Plan, in the event of a covered claim, We will furnish or pay for labor and/or parts required to repair the Failure of Your Product during the term of this Service Agreement. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, or to reimburse You for costs incurred by You for the purchase of a replacement product.
3. **PREMIUM PLAN:** If You purchased a Premium Plan, in the event of a covered claim, we will furnish or pay for labor and/or parts required to repair Your Product due to the following causes of Failure during the term of this Service Agreement:
- Accidental Damage from Handling (ADH) such as damage from drops, spills, and liquid damage associated with the handling and use of Your Product;
 - Power surge, if caused by power outage while Your Product is properly connected to an electrical outlet. *Important Note: Power surge does not cover damages caused by or resulting from improper installation or connection to an incorrect power source.*

Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, or to reimburse You for costs incurred by You for the purchase of a replacement product.

4. **SMARTPHONE PLAN:** If You purchased a SmartPhone Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair Your Product due to the following causes of Failure during the term of this Service Agreement
- Accidental damage from handling (ADH), such as damage from drops, spills, and liquid damage associated with the handling and use of Your Product;
 - Normal wear and tear;
 - Defective battery, provided such battery is the original rechargeable unit supplied by the manufacturer of Your Product with Your initial purchase. You are limited to one (1) battery replacement during the term of this Service Agreement;
 - Damaged or defective buttons or connectivity ports located on Your Product, if such damage or defect impacts the functionality of Your Product.
- Cosmetic
- Damage is not covered under this Service Agreement.**
- Defective pixels when there are at least [three (3)] defective pixels throughout the display area on the screen of Your Product;
 - Power surge, if caused by power outage while Your Product is properly connected to an electrical outlet. *Important Note: Power surge does not cover damages caused by or resulting from improper installation or connection to an incorrect power source.*
 - Dust, internal overheating, internal humidity/condensation; or
 - Defects in materials or workmanship.

In lieu of repair, We reserve the right, at Our sole discretion, to replace Your Product with a new or reconditioned Product of equal or comparable value to Your original Product, or, at Our sole discretion, reimburse You for costs incurred to purchase of a replacement device (which shall not exceed the MSRP of Your original Product). Accessories that are not integral to the function of Your Product will NOT be provided with Your replacement Product. Replacement Products will include the International Manufacturer's Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID) of the mobile device, and may not be the same brand as Your original Product. Should the replacement model differ from the original, a home charger will also be provided to You. In the event a replacement Product is not available in the same color as Your original Product, a different color model will be provided to You.

Important Note: ADH coverage does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, Cosmetic Damage and/or other damage that does not affect unit functionality, or damage caused during shipment between You and Our service providers. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with Your Product, You must make every effort to utilize these product accessories for protection against damage to Your Product. Abuse is defined as the intentional treatment of Your Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by the Premium and SmartPhone Plans. Technological advances may result in a replacement product with a lower selling price than the original product. No refund will be made based on the replacement product cost difference. If Your Product is replaced, We will have no further obligation to repair or replace Your Product and You will not be entitled to make any further claims for its repair or replacement.

ADDITIONAL BENEFITS UNDER THIS SERVICE AGREEMENT:

1. **NO LEMON GUARANTEE:** If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired ("Qualifying Service Repairs"), and if that Product component requires a fourth repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily the same brand. The cost of the replacement will not exceed the original purchase price of Your Product and may be less due to technological advances. Once a Product is replaced, then this Service Agreement is considered fulfilled and We shall have no further obligation to provide service under this Service Agreement. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done to the equipment are not considered repairs for the purposes of this No Lemon Guarantee. Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.
2. If you purchased a **Premium Plan** or **SmartPhone Plan**, this Service Agreement provides the following additional benefit during the term of this Service Agreement:
 - **TEMPORARY LOANER PRODUCTS FOR LAPTOPS OR MOBILE PHONES:** In the event of a covered claim, You may be eligible to receive a temporary loaner mobile phone or laptop while Your Product is being repaired. You must return the loaner product to the Administrator or the nearest authorized Microsoft retail location before Your replacement or repaired Product will be provided to You.

PLACE OF SERVICE: You will be responsible for carry-in delivery or shipment, prepaid and insured, of Your Product to Our authorized service facility or the nearest authorized Microsoft retail location for service.

TERM OF COVERAGE:

- **Repair and Replacement Plans:** Coverage under this Service Agreement shall commence immediately upon expiration of the shortest portion of the manufacturer's original written warranty, and shall remain in effect for the term specified in the sales documentation provided to You at the time of purchase, subject to the provisions of the "LIMIT OF LIABILITY" section. The Product manufacturer has primary responsibility for replacement or repair of Your Product during the original equipment manufacturer's warranty period ("OEM Warranty Period"). If Your Product is replaced or if You have been reimbursed by Us, this Service Agreement shall terminate completely upon replacement of Your Product. All products and/or parts replaced under this Service Agreement become Our property in their entirety.
- **Premium Plans and SmartPhone Plans:** Coverage under this Service Agreement begins on the date You purchase Your Product or on the date

Your original product was delivered to You, and shall remain in effect for the term specified in the sales documentation provided to You at the time of purchase, subject to the "LIMIT OF LIABILITY" section. This Service Agreement is inclusive of Your Product's manufacturer's warranty; it does not replace Your Product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Service Agreement during the OEM Warranty Period. Parts and services that are covered under the manufacturer's warranty during the OEM Warranty Period or that are subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Service Agreement. After the manufacturer's warranty expires, this Service Agreement continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within this Service Agreement.

DEDUCTIBLE:

- **SmartPhone Plans Only:** Each eligible claim for Your Product is subject to a non-refundable, fifty-dollar (\$50.00) Deductible; which shall be paid at the time repair or replacement of Your Product is approved by the Administrator. No Deductible shall apply to a covered Failure resulting from defects in materials or workmanship or normal wear and tear.
- **All other Plans:** There is no Deductible required to obtain service on Your Product.

LIMIT OF LIABILITY:

- **SmartPhone Plans Only:** For any single claim, the limit of liability under this Service Agreement is the lesser of (1) the actual cost of the authorized repair; or (2) replacement with a new or refurbished product of like kind and quality, not necessarily the same brand, that is of comparable performance. Coverage under this Service Agreement is limited to two (2) replacement claims during the term of the Service Agreement; in the event We make payments for repairs or replacements which in the aggregate equal or exceed the MSRP of the Product as of the date of purchase, Our obligations under this Service Agreement will be fulfilled and You will not be entitled to make any further claims under this Service Agreement. Technological advances may result in a replacement device with a lower MSRP than Your original Product. No refunds will be made based on the cost difference between the replacement device and the original Product.
- **All other Plans:** Our liability in connection with all claims that You make pursuant to this Service Agreement shall not exceed the retail value of Your Product, as of the purchase date of Your Product, less taxes. In the event the aggregate sum of all claims made by You under this Service Agreement is equal to or exceeds the retail value of Your Product, neither We shall have any further obligation to replace Your Product and You will not be entitled to make any further claims on Your Product.

NEITHER WE NOR THE ADMINISTRATOR SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.

WHAT IS NOT COVERED: (A) ANY EQUIPMENT LOCATED OUTSIDE CANADA OR THE UNITED STATES OF AMERICA; (B) EQUIPMENT SOLD WITHOUT A MANUFACTURER'S/RETAIL WARRANTY OR SOLD "AS IS;" (C) PRODUCTS WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S/RETAIL PARTS AND LABOR LIMITED WARRANTY; USED, REBUILT OR REFURBISHED PRODUCTS WITH LESS THAN NINETY(90) WARRANTY/DEALER COVERAGE (D) PRODUCTS USED FOR COMMERCIAL OR EDUCATIONAL PURPOSES (MULTIUSER ORGANIZATIONS); (E) MAINTENANCE, REPAIR OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/POWER SUPPLY, ETC.; (F) UNAUTHORIZED

REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS OR TRANSPORTATION DAMAGE; (G) CHANGES OR ENHANCEMENTS IN COLOR, TEXTURE, FINISHING, EXPANSION, CONTRACTION OR ANY COSMETIC DAMAGE TO YOUR PRODUCT HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, SCRATCHES AND MARRING THAT DOES NOT AFFECT THE PRODUCTS OPERATIONAL PERFORMANCE; (H) LACK OF MANUFACTURER SPECIFIED MAINTENANCE OR IMPROPER EQUIPMENT MODIFICATIONS; (I) PHYSICAL OR COSMETIC DAMAGE TO YOUR PRODUCT DUE TO VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, DEFECTIVE BATTERIES, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER EXTERNAL PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (J) EQUIPMENT USED IN INDUSTRIAL SETTINGS. EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (I) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED, OR (II) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (K) ACCIDENTAL DAMAGE (UNLESS PURCHASED AS ADDITIONAL COVERAGE), CRACKED OR DAMAGED DISPLAY SCREENS OR DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS; (L) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S), (M) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (N) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT OR IMPROPER USE OR MOVEMENT OF THE EQUIPMENT, INCLUDING THE FAILURE TO PLACE THE EQUIPMENT IN AN AREA THAT COMPLIES WITH THE MANUFACTURER'S PUBLISHED SPACE OR ENVIRONMENTAL REQUIREMENTS; (O) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (P) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (Q) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (R) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (S) CONSUMABLES SUCH AS BATTERIES, BULBS, POWER CORDS, ETC.; (T) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS CARRY IN; (U) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS. (V) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY THE FAILURE OF YOUR PRODUCT; (W) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT BEING PROVIDED OR SHIPPED BY THE MANUFACTURER; (X) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (Y) CLEANING EXPENSES, PREVENTIVE MAINTENANCE OR CUSTOMER EDUCATION REGARDING THE PRODUCT; (Z) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (AA) DAMAGE TO A COVERED PART CAUSED BY A NONCOVERED PART; (AB) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; (AC) CHARGES RELATED TO "NO PROBLEM FOUND" DIAGNOSIS, NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS AND OTHER SIMILAR INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES; (AD) COST OF PREVENTIVE MAINTENANCE OR DAMAGES CAUSED BY IMPROPER PREVENTIVE MAINTENANCE; (AE) PUBLIC RENTAL EQUIPMENT OR PRODUCTS USED IN COMMUNAL SETTINGS (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS SERVICE AGREEMENT); (AF) DAMAGE CAUSED BY COLLISION WITH ANOTHER OBJECT; (AG) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE OR USE OF THE PRODUCT; (AH) EXPENSES INCURRED FROM THE DISMANTLING OR REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION; (AI) DAMAGE TO PRODUCT HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES (OR SIMILAR UNAUTHORIZED INTRUSIVE CODE OR PROGRAMS), NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, THIRD PARTY APPLICATION PROGRAMS, CUSTOMIZED SOFTWARE (SUCH AS PERSONAL INFORMATION MANAGERS (PIM), RING TONES, GAMES OR SCREEN SAVERS) OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE, APPLICATION OR DATA; AND (AJ) PERSONAL

DATA. SHOULD THE MANUFACTURER OF YOUR PRODUCT GO OUT OF BUSINESS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS SERVICE AGREEMENT, THE OBLIGOR AND THE ADMINISTRATOR SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE SERVICE AGREEMENT LESS CLAIMS PAID.

WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE: Call Us at 877-696-7786 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to carry-in or ship Your Product to an authorized service center or designated Microsoft retail store. For faster service, have Your dated proof of purchase (sales receipt) and Service Agreement number available when You place the call. You will be required to provide a copy of Your proof of purchase (sales receipt) at time of service. **NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** Service will be provided during normal business hours and in the USA only. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

RENEWAL: This Service Agreement may at Our discretion be renewed at the expiration of its term. 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.

TRANSFER OF SERVICE AGREEMENT: This Service Agreement may be transferred to any person in Canada by contacting the Administrator at 877-696-7786 toll-free.

GUARANTEE: Our obligations under this Service Agreement are insured by an insurance policy issued by Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, BC V6K 4N5.

CANCELLATION: You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, call the Administrator at 877-696-7786 toll-free. If You cancel within the first thirty (30) days after purchasing this Service Agreement, You will receive a 100% refund of the full purchase price of Your Service Agreement, less any claims paid or pending.

If Your cancellation request is made more than thirty (30) days from the date of purchase, You will receive a pro-rata refund of the Service Agreement purchase price based on the time remaining on Your Service Agreement, less any claims paid or pending, subject to an administrative fee of ten dollars (\$10.00) or ten percent (10%) of the Service Agreement purchase price, whichever is less, unless otherwise provided by provincial law.

We may only cancel this Service Agreement for the following reasons: nonpayment of the Service Agreement purchase price, fraud or material misrepresentation. If We cancel this Service Agreement, We will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

This Service Agreement, including the terms, conditions, limitations and exclusions, along with the sales receipt for the purchased Product constitutes the entire agreement and no representations, promises or condition not contained herein shall modify these items, except as required by law. Upon completion of this transaction, Microsoft Corporation will be remunerated by way of a fee paid out of the purchase price of the Service Agreement.



Contrat de service prolongé Administrateur (« Administrateur ») :
AMT Warranty Corp. of Canada, ULC
P.O. Box 1189
Bedford, TX 76095
Téléphone : (877) 696-7786

FÉLICITATIONS! Nous vous remercions pour votre achat du Plan d'assurance Microsoft (le « Contrat de service »). Nous espérons que vous apprécierez votre nouveau produit avec tout le confort et la protection fournis par ce contrat de service prolongé. Veuillez conserver ce document en lieu sûr, ainsi que la facture qui vous a été remise lorsque vous avez acheté votre produit. Vous pourrez en avoir besoin pour vérifier votre couverture au moment du service. Ces renseignements constitueront un guide de référence précieux et vous aideront à savoir ce qui est couvert par le Contrat de service. Le présent Contrat de service, notamment les termes, conditions, limites, exceptions et exclusions, ainsi que la preuve d'achat de votre produit, constituent l'intégralité du Contrat.

PLAN D'ASSURANCE MICROSOFT

DÉFINITIONS: pour toute la durée du présent Contrat de service, les mots « Nous », « Nos » et « Notre » désignent la partie ayant l'obligation de fournir le service dans le cadre du présent Contrat de service en tant que fournisseur du contrat de service, à savoir AMT Warranty Corp. of Canada, ULC, 1900 736 – 6th Avenue SW, Calgary, Alberta T2P 3T7. « Vous », « Vos » et « Votre » se reportent à l'acheteur du produit couvert par le présent Contrat de service ou à la personne à qui le présent Contrat de service a été correctement transféré. « Produit » désigne le ou les article(s) que vous avez acheté(s) simultanément et qui est/sont couvert(s) par le présent Contrat de service. « Défaillance » désigne une panne mécanique ou électrique du produit causée par des défauts dans les matériaux ou au cours de la fabrication, dans les conditions d'utilisation normales de votre Produit. « Franchise » désigne le montant que vous êtes tenu de payer (le cas échéant), qui est indiqué à la section « Franchise », pour la couverture des réparations ou des remplacements. « Dommages esthétiques » désigne tout dommage ou changement dans l'apparence physique du produit qui n'empêchent pas ou n'entravent pas le fonctionnement normal du produit, comme les rayures, éraflures, changements de couleur, de texture ou de finition. « Microsoft Corporation » (« Microsoft ») fait référence au commerce où vous avez acheté le produit et le Contrat de service. « PDSF » désigne le Prix de détail suggéré du fabricant du produit à sa date d'achat. Le présent Contrat de service est administré par AMT Warranty Corp. of Canada, ULC, dont l'adresse administrative est P.O. Box 1189, Bedford, TX 76095 (« Administrateur »). Vous pouvez contacter l'administrateur gratuitement au (877) 696-7786 si vous avez des questions concernant le présent Contrat de service.

CE QUI EST COUVERT: en contrepartie du paiement du prix du Contrat de service, nous convenons de réparer ou remplacer votre Produit si celui-ci devient inutilisable en raison d'une défaillance pendant la durée du présent Contrat de service, si le produit n'est pas couvert par un autre contrat d'assurance, de garantie ou de service. Les pièces utilisées pour réparer ou remplacer votre produit peuvent être neuves ou non, rénovées, et/ou être des pièces non fabriquées par le fabricant original et correspondant aux spécifications d'usine de votre Produit. Le présent Contrat de service ne couvre pas la réparation ou le remplacement du produit pour l'une des causes, ou pour les pertes énoncées dans la section intitulée « Ce qui n'est pas couvert » ci-dessous.

PLANS DE COUVERTURE:

1. **PLAN DE REMPLACEMENT:** si vous avez acheté un plan de remplacement, en cas de sinistre couvert, nous remplacerons le produit par un produit neuf, reconstruit ou rénové aux fonctionnalités égales ou similaires ou, à notre seule discrétion, nous vous rembourserons le remplacement du produit pendant la durée du présent Contrat de service.

2. **PLAN DE RÉPARATION:** si vous avez acheté un plan de réparation, en cas de sinistre couvert, nous fournirons ou paierons pour le travail et/ou les pièces nécessaires à la réparation de la défaillance de votre Produit pendant la durée du présent Contrat de service. Des pièces non fabriquées par le fabricant original du même type et de qualité équivalente peuvent être utilisées si les pièces du fabricant original ne sont pas disponibles. Au lieu de réparer le produit, nous nous réservons le droit, à notre seule discrétion, de remplacer votre produit par un produit aux fonctionnalités égales ou similaires, ou à vous rembourser les frais encourus par vous pour l'achat d'un produit de remplacement.

3. **PREMIUM PLAN:** If You purchased a Premium Plan, in the event of a covered claim, we will furnish or pay for labor and/or parts required to repair Your Product due to the following causes of Failure during the term of this Service Agreement:

- Dommages accidentels de manipulation (DAM), comme les dommages causés par des chutes, des déversements et des liquides, associés à la manipulation et l'utilisation de votre produit;
- Surtension, si elle est causée par une coupure d'alimentation alors que votre produit est correctement branché à une prise électrique. Remarque importante : la surtension ne couvre pas les dommages causés par ou résultant d'une mauvaise installation ou d'une connexion à une source d'alimentation inappropriée.

Des pièces non fabriquées par le fabricant original du même type et de qualité équivalente peuvent être utilisées si les pièces du fabricant original ne sont pas disponibles. Au lieu de réparer le produit, nous nous réservons le droit, à notre seule discrétion, de remplacer votre produit par un produit aux fonctionnalités égales ou similaires, ou à vous rembourser les frais encourus par vous pour l'achat d'un produit de remplacement.

4. **SMARTPHONE PLAN:** si vous avez acheté un plan Smartphone, en cas de sinistre couvert, nous fournirons ou paierons pour le travail et/ou les pièces nécessaires à la réparation de votre Produit et attribuables aux causes suivantes de défaillance pendant la durée du présent Contrat de service.

- Dommages accidentels de manipulation (DAM), comme les dommages causés par des chutes, des déversements et des liquides, associés à la manipulation et l'utilisation de votre produit;
- Usure normale;
- Batterie défectueuse, dans la mesure où cette batterie est l'unité rechargeable originale fournie par le fabricant de votre produit lors de votre achat initial. Vous êtes limité à un (1) remplacement de la batterie pendant la durée du présent Contrat de service;
- Boutons ou ports de connectivité endommagés ou défectueux situés sur votre produit, si de tels dommages ou défauts ont une incidence sur les fonctionnalités de votre produit. Les dommages esthétiques ne sont pas couverts dans le cadre du présent Contrat de service.
- Pixels défectueux lorsqu'il y a au moins [trois 3] pixels défectueux sur toute la zone d'affichage de l'écran de votre produit;
- Surtension, si elle est causée par une coupure d'alimentation alors que votre produit est correctement branché à une prise électrique. Remarque importante : la surtension ne couvre pas les dommages causés par ou résultant d'une mauvaise installation ou d'une connexion à une source d'alimentation inappropriée.
- Poussière, surchauffe interne, humidité/condensation interne; ou
- Défauts de matériaux ou de fabrication.

Au lieu d'une réparation, nous nous réservons le droit, à notre seule discrétion, de remplacer votre produit par un produit neuf ou remis à neuf d'une valeur égale ou comparable au produit d'origine, ou, à notre seule discrétion, de vous rembourser les frais engagés pour l'achat d'un appareil de remplacement (qui ne doit pas dépasser le prix de vente de votre Produit original). Les accessoires qui ne sont pas intégrés au fonctionnement de votre produit ne seront pas fournis avec votre produit de remplacement.

Les produits de remplacement incluront le numéro IMEI d'identification international du matériel du fabricant, le numéro de série électronique (ESN) ou l'ID de matériel mobile (MEID) du périphérique mobile, et pourra ne pas être de la même marque que votre produit d'origine. Si le modèle de remplacement devait différer de l'original, un chargeur vous sera également fourni. Dans le cas où un produit de remplacement n'est pas disponible dans la même couleur que votre produit original, un modèle de couleur différente vous sera fourni.

Remarque importante : une couverture DAM n'offre pas de protection contre l'usure normale, le vol, la disparition mystérieuse, le déplacement, les virus, le comportement insouciant, abusif, volontaire ou intentionnel associé à la manipulation et l'utilisation du produit, les dommages esthétiques causés et/ou tout autre dommage qui n'affectent pas la fonctionnalité de l'unité, ou les dommages causés lors du transport entre vous et nos prestataires de services. Si des dispositifs de protection, comme des coques, mallettes ou sacs, etc., ont été fournis ou mis à disposition pour une utilisation avec votre produit, vous devez vous efforcer d'utiliser ces accessoires de protection afin d'éviter les dommages causés à votre produit. L'abus est défini comme la manipulation intentionnelle de votre/vos produit(s) d'une manière nuisible, préjudiciable ou offensante pouvant entraîner des dommages. Tout dommage résultant de ce type de manipulation n'est pas couvert par les plans Premium et Smartphone. Les progrès technologiques peuvent entraîner un remplacement de produit dont le prix est inférieur à celui du produit original. Aucun remboursement ne sera effectué sur la base de la différence de coût du produit de remplacement. Si votre produit est remplacé, nous n'aurons aucune autre obligation de réparer ou de remplacer votre produit et vous ne serez pas en droit d'effectuer toute réclamation supplémentaire pour sa réparation ou son remplacement.

AVANTAGES SUPPLÉMENTAIRES AUX TERMES DU PRÉSENT CONTRAT DE SERVICE :

1. **REJET DE GARANTIE LEMON :** si nous avons effectué trois (3) réparations de service pour le même problème sur un composant individuel de votre produit depuis l'expiration du délai de garantie du fabricant (« Réparations de service justifiées »), et si le composant de ce produit nécessite une quatrième réparation pour le même problème, tel que déterminé par nous, nous nous réservons le droit de remplacer votre produit par un produit aux caractéristiques et fonctionnalités égales ou équivalentes qui ne sera pas nécessairement de la même marque. Le coût du remplacement ne dépassera pas le prix d'achat initial de votre produit et pourra être inférieur en raison des progrès technologiques. Une fois qu'un produit est remplacé, le présent Contrat de service est alors considéré comme rempli et nous n'avons pas d'autre obligation de fournir un service aux termes du présent Contrat de service. Les contrôles d'entretien préventif, le nettoyage, le diagnostic du produit, l'éducation de la clientèle, les réparations/remplacements accessoires, les problèmes liés aux logiciels, et toutes les réparations non autorisées effectuées sur l'équipement ne sont pas considérés comme des réparations aux fins du présent Rejet de garantie Lemon. Les services de réparation effectués alors que votre produit est couvert par la garantie du fabricant ne sont pas considérés comme des Réparations de service justifiées.
2. Si vous avez acheté un **plan Premium** ou un **plan Smartphone**, le présent Contrat de service fournit l'avantage supplémentaire suivant pendant la durée du présent Contrat de service :
 - **PRODUITS DE PRÊT TEMPORAIRE POUR LES ORDINATEURS OU LES TÉLÉPHONES PORTABLES :** en cas de sinistre couvert, vous pouvez faire une demande de prêt temporaire de téléphone portable ou d'ordinateur portable pendant la durée de réparation de votre produit. Vous devez retourner le produit de prêt à l'administrateur ou au revendeur Microsoft agréé le plus proche avant que votre produit de remplacement ou votre produit réparé vous soit remis.

LIEU DE SERVICE : vous serez responsable de la livraison ou de l'expédition, en port payé, et assuré, de votre produit vers notre centre de service autorisé le plus proche ou vers le revendeur Microsoft de services le plus proche.

DURÉE DE LA COUVERTURE :

- Plans de réparation et de remplacement : la couverture prévue par le présent Contrat de service commencera immédiatement après expiration de la portion la plus courte de la garantie originale écrite du fabricant et demeurera en vigueur pendant la durée spécifiée dans la documentation de vente fournie au moment de l'achat, sous réserve des dispositions de la section « LIMITE DE RESPONSABILITÉ ». Le fabricant du produit a la responsabilité principale du remplacement ou de la réparation de votre produit au cours de la période de garantie originale du fabricant (« Période de garantie du fabricant »). Si votre produit est remplacé, ou si nous vous avons remboursé, le présent Contrat de service cessera complètement après le remplacement de votre produit. Tous les produits et/ou les pièces remplacés dans le cadre du présent Contrat de service deviennent notre propriété dans leur intégralité.
- Plans Premium et Smartphone : la couverture prévue par le présent Contrat de service commence à la date à laquelle vous achetez votre produit ou à la date à laquelle votre produit d'origine vous a été livré, et demeure en vigueur pendant la durée spécifiée dans la documentation de vente fournie au moment de l'achat, sous réserve des dispositions de la section « LIMITE DE RESPONSABILITÉ ». Le présent Contrat de service tient compte de la garantie du fabricant de votre produit; il ne remplace pas la garantie du fabricant de votre produit, mais il fournit certaines prestations complémentaires énumérées dans le présent Contrat de service au cours de la période de garantie du fabricant original. Les pièces et services couverts par la garantie du fabricant pendant la période de garantie du fabricant original ou qui font l'objet d'un rappel du fabricant sont la responsabilité du fabricant et ne sont pas couverts dans le cadre du présent Contrat de service. Après expiration de la garantie du fabricant, le présent Contrat de service continue d'offrir les prestations prévues par la garantie du fabricant (à l'exclusion du programme de prêt de tout fabricant), ainsi que certaines prestations complémentaires énumérées dans le présent Contrat de service.

FRANCHISE :

- Abonnement SmartPhone uniquement : chaque réclamation admissible relative à votre produit est sujette à une franchise non remboursable de cinquante dollars (50,00 CAD) qui est versée lorsque la réparation ou le remplacement de votre produit est approuvé(e) par votre administrateur. Aucune franchise ne sera appliquée à une panne couverte résultant de défauts dans le matériel ou la fabrication, ou l'usure normale.
- Autres abonnements : aucune franchise n'est requise pour l'obtention d'un service sur votre produit.

LIMITE DE RESPONSABILITÉ :

- Plan SmartPhone uniquement : pour toute réclamation, la limite de responsabilité en vertu du présent Contrat de service est inférieure (1) au coût réel de la réparation autorisée; ou (2) au remplacement par un produit neuf ou reconditionné de mêmes sorte et qualité, pas nécessairement de la même marque, et de performances comparables. La couverture dans le cadre du présent Contrat de service se limite à deux (2) réclamations de remplacement pendant la durée du présent Contrat de service; dans le cas où nous effectuons des versements pour des réparations ou remplacements, dont la somme est égale ou supérieure au PDSF du produit à la date d'achat, nos obligations en vertu du présent Contrat de service seront remplies et vous n'aurez droit à aucune autre réclamation dans le cadre du présent accord de service. Les avancées de la technologie peuvent conduire en une unité de remplacement d'un PDSF inférieur à celui de votre produit original. Aucun remboursement ne sera effectué sur la base de la différence de prix entre l'unité de remplacement et le produit original.
- Tous les autres plans : notre responsabilité en regard de toutes les réclamations que vous adressez conformément au présent Contrat de service n'excèdera pas le prix de détail de votre produit, à la date d'achat de votre produit, taxes déduites. Dans le cas où la somme cumulée de toutes les réclamations que vous adressez dans le cadre du présent Contrat de service est égale ou supérieure au prix de détail de votre produit, nous n'aurons pas la moindre obligation de remplacer votre produit, et vous n'aurez aucun droit d'effectuer d'autres réclamations sur votre produit.

NI NOUS NI L'ADMINISTRATEUR NE SERONT TENUS RESPONSABLES DE TOUT DOMMAGE INDIRECT OU CONSÉCUTIF, Y COMPRIS MAIS SANS S'Y LIMITER, LES DOMMAGES MATÉRIELS, LES PERTES DE TEMPS OU DE DONNÉES RÉSULTANT DE LA DÉFECTUOSITÉ DE TOUT PRODUIT OU ÉQUIPEMENT OU DE RETARDS DE SERVICE OU DE L'INCAPACITÉ À FOURNIR LE SERVICE.

CE QUI N'EST PAS COUVERT : (A) TOUT ÉQUIPEMENT SITUÉ EN DEHORS DU CANADA OU DES ÉTATS-UNIS D'AMÉRIQUE; (B) ÉQUIPEMENT VENDU SANS GARANTIE DU FABRICANT/DÉTAILLANT OU VENDU « TEL QUEL »; (C) PRODUITS BÉNÉFICIAIRE D'UNE COUVERTURE INFÉRIEURE À CELLE DE LA GARANTIE PIÈCES ET MAIN D'ŒUVRE ORIGINALE DE QUATRE-VINGT-DIX (90) JOURS DU FABRICANT/DÉTAILLANT; PRODUITS USAGÉS, RECONSTRUITS OU RECONDITIONNÉS BÉNÉFICIAIRE D'UNE COUVERTURE INFÉRIEURE À CELLE DE LA GARANTIE/COUVERTURE DU GROSSISTE DE QUATRE-VINGT-DIX (90) (D) PRODUITS UTILISÉS À DES FINS COMMERCIALES OU ÉDUCATIVES (ORGANISMES MULTIUTILISATEURS); (E) MAINTENANCE, RÉPARATION OU REMPLACEMENT NÉCESSITÉ(E) PAR LA PERTE OU LES DOMMAGES RÉSULTANT DE TOUTE CAUSE AUTRE QUE L'UTILISATION ET L'USAGE NORMAUX DU PRODUIT SELON LES SPÉCIFICATIONS DU FABRICANT ET LE MANUEL DE L'UTILISATEUR, Y COMPRIS SANS S'Y LIMITER, LE VOL, L'EXPOSITION AUX CONDITIONS MÉTÉOROLOGIQUES, LA NÉGLIGENCE, LA MAUVAISE UTILISATION, L'ABUS DE L'UTILISATEUR, L'UTILISATION D'UNE SOURCE DE COURANT/ÉLECTRIQUE INADAPTÉE, ETC.; (F) RÉPARATIONS NON AUTORISÉES, INSTALLATION OU RACCORDS INADÉQUATS OU DOMMAGES PENDANT LE TRANSPORT; (G) CHANGEMENTS OU AMÉLIORATIONS DE LA COULEUR, TEXTURE, FINITION, EXPANSION, CONTRACTION OU TOUT DOMMAGE COSMÉTIQUE DE VOTRE PRODUIT, QUELLE QU'EN SOIT LA CAUSE, Y COMPRIS, MAIS SANS S'Y LIMITER, ÉRAFLURES ET MARQUES QUI N'AFFECTENT PAS LE FONCTIONNEMENT DU PRODUIT; (H) MANQUE D'ENTRETIEN SPÉCIFIÉ PAR LE FABRICANT OU MODIFICATION INAPPROPRIÉE DE L'ÉQUIPEMENT; (I) DOMMAGES PHYSIQUES OU COSMÉTIQUES À VOTRE PRODUIT CAUSÉS PAR DU VANDALISME, UNE INFESTATION D'ANIMAUX OU D'INSECTES, LA ROUILLE, LA POUSSIÈRE, LA CORROSION, DES BATTERIES DÉFECTIVES, UNE FUITE DE BATTERIE, DES PHÉNOMÈNES NATURELS OU AUTRES PÉRILS EXTERNES PROVENANT DE L'EXTÉRIEUR DU PRODUIT; (J) ÉQUIPEMENT UTILISÉ DANS DES ENVIRONNEMENTS INDUSTRIELS. ÉQUIPEMENT UTILISÉ DANS DES ENVIRONNEMENTS INDUSTRIELS PEUT ÊTRE DÉFINI COMME : (I) TOUTE UTILISATION DE L'ÉQUIPEMENT INCOHÉRENTE AVEC SOIT LA CONCEPTION DE L'ÉQUIPEMENT OU LE MODE D'UTILISATION DE L'ÉQUIPEMENT PRÉVU PAR LE FABRICANT, OU (II) TOUT CAS DANS LEQUEL LE FABRICANT DE L'ÉQUIPEMENT N'HONORERAIT PAS LA GARANTIE DE L'ÉQUIPEMENT; (K) DOMMAGES ACCIDENTELS (SAUF EN CAS D'ACHAT COMME COUVERTURE SUPPLÉMENTAIRE), ÉCRANS D'AFFICHAGE FISSURÉS OU ENDOMMAGÉS OU DOMMAGES DUS À L'EAU OU DES MARQUES DE LIQUIDE ET/OU AURÉOLES; (L) COMPOSANTS NON CONTENUS DANS LES BOÎTIERS DU/DES PRODUIT(S) COUVERT(S), (M) TOUTE CONDITION PRÉEXISTANTE S'ÉTANT PRODUITE AVANT LA DATE EN VIGUEUR DE CE CONTRAT; (N) SERVICE NÉCESSAIRE EN RAISON D'UN ENTREPOSAGE INADAPTÉ, D'UNE VENTILATION INADÉQUATE, D'UNE RECONFIGURATION DE L'ÉQUIPEMENT OU D'UN USAGE OU MOUVEMENT IMPROPRE DE L'ÉQUIPEMENT, Y COMPRIS LE FAIT DE NE PAS PLACER L'ÉQUIPEMENT DANS UN LIEU CONFORME AUX EXIGENCES PUBLIÉES DU FABRICANT EN MATIÈRE D'ESPACE OU D'ENVIRONNEMENT. O) TOUTE UTILISATION DE L'ÉQUIPEMENT INCOHÉRENTE AVEC SOIT LA CONCEPTION DE L'ÉQUIPEMENT, SOIT LE MODE D'UTILISATION DE L'ÉQUIPEMENT PRÉVU PAR LE FABRICANT; (P) TOUTE INSTALLATION EMPÊCHANT UN SERVICE NORMAL; (Q) TOUT CAS DANS LEQUEL LE FABRICANT DE L'ÉQUIPEMENT N'HONORERAIT LA GARANTIE DE L'ÉQUIPEMENT; (R) LE FAIT DE NE PAS UTILISER TOUS LES MOYENS RAISONNABLES POUR PROTÉGER VOTRE PRODUIT CONTRE LES DOMMAGES SUPPLÉMENTAIRES APRÈS UNE DÉFAILLANCE; (S) LES CONSOMMABLES, COMME LES BATTERIES, AMPOULES, CORDONS ÉLECTRIQUES, ETC.; (T) LES FRAIS DE TRANSPORT NON AUTORISÉS SI LE SERVICE EST SPÉCIFIÉ SUR VOTRE REÇU DE VENTE COMME ACCEPTÉ; (U) LE(S) PRODUIT(S) AVEC NUMÉROS DE SÉRIE EFFACÉS OU MODIFIÉS. (V) LES RÉPARATIONS RECOMMANDÉES PAR UN ATELIER DE RÉPARATION NON NÉCESSITÉES PAR LA DÉFECTUOSITÉ DE VOTRE PRODUIT; (W) TOUTE RÉPARATION RÉSULTANT DU FAIT QUE DES PIÈCES SOUS GARANTIE N'ONT PAS ÉTÉ FOURNIES OU ENVOYÉES PAR LE FABRICANT; (X) DOMMAGES OU DÉFECTUOSITÉ DE L'ÉQUIPEMENT COUVERT(ES) PAR LA GARANTIE DU FABRICANT, UN RAPPEL DU FABRICANT OU DES BULLETINS D'USINE (QUE LE FABRICANT SOIT EN AFFAIRES OU PAS AVEC UNE ENTREPRISE PERMANENTE.); (Y) LES FRAIS DE NETTOYAGE, L'ENTRETIEN

PRÉVENTIF OU LA FORMATION DU CLIENT RELATIVE AU PRODUIT; (Z) SYSTÈMES OU COMPOSANT(S) COUVERTS PAR UNE GARANTIE DU FABRICANT, UNE ASSURANCE OU UN AUTRE CONTRAT DE SERVICE; (AA) LES DOMMAGES À UNE PIÈCE COUVERTE CAUSÉS PAR UNE PIÈCE NON COUVERTE; (AB) LE SERVICE REQUIS À LA SUITE D'UNE MODIFICATION DE L'ÉQUIPEMENT OU DE RÉPARATIONS EFFECTUÉES PAR TOUTE PERSONNE AUTRE QUE LE PRESTATAIRE AUTORISÉ, CES AGENTS, DISTRIBUTEURS, SOUS-TRAITANTS OU LICENCIÉS, OU L'UTILISATION DE FOURNITURES AUTRES QUE CELLES RECOMMANDÉES PAR LE FABRICANT; (AC) LES FRAIS RELIÉS À UN DIAGNOSTIC « AUCUN PROBLÈME TROUVÉ », PROBLÈMES NON LIÉS À UNE DÉFECTUOSITÉ, Y COMPRIS MAIS SANS S'Y LIMITER, LES ARTICLES NON COUVERTS, LES BRUITS, GRINCEMENTS ET AUTRES PROBLÈMES SIMILAIRES INTERMITTENTS QUI NE SONT PAS DES DÉFECTUOSITÉS DE PRODUITS; (AD) LES FRAIS D'ENTRETIEN PRÉVENTIF OU LES DOMMAGES CAUSÉS PAR UN ENTRETIEN PRÉVENTIF IMPROPRE; (AE) ÉQUIPEMENT DE LOCATION PUBLIQUE OU PRODUITS UTILISÉS DANS DES ENVIRONNEMENTS COLLECTIFS (L'UTILISATION D'UN PRODUIT À CES FINS ANNULE LE PRÉSENT CONTRAT DE SERVICE); (AF) LES DOMMAGES CAUSÉS PAR UNE COLLISION AVEC UN AUTRE OBJET; (AG) LA RESPONSABILITÉ OU LES DOMMAGES À LA PROPRIÉTÉ, OU LES BLESSURES OU LE DÉCÈS DE TOUTE PERSONNE SURVENANT LORS DE L'UTILISATION OU L'ENTRETIEN DU PRODUIT; (AH) LES FRAIS ENCOURUS PAR LE DÉMONTAGE OU LA RÉINSTALLATION DE L'INFRASTRUCTURE FIXE LORSQUE LE PRODUIT RÉPARÉ OU REMPLACÉ EST ENLEVÉ OU REMIS DANS UNE INSTALLATION SUR MESURE; (AI) LES DOMMAGES MATÉRIELS ET LOGICIELS DU PRODUIT CAUSÉS PAR, Y COMPRIS SANS S'Y LIMITER, DES VIRUS (OU CODES OU PROGRAMMES INTRUSIFS SIMILAIRES), PROGRAMMES RÉSEAUX, MISE À NIVEAU, FORMATAGE DE TOUTE SORTE, PROGRAMMES D'APPLICATIONS TIERS, LOGICIEL PERSONNALISÉ (COMME DES GESTIONNAIRES D'INFORMATION PERSONNELLE, SONNERIES, JEUX OU ÉCONOMISEURS D'ÉCRAN) OU TOUT SUPPORT, CONFIGURATION, INSTALLATION OU RÉINSTALLATION DE TOUT LOGICIEL, TOUTE APPLICATION OU TOUTE DONNÉE; ET (AJ) LES DONNÉES PERSONNELLES.

DANS LE CAS OÙ LE FABRICANT DE VOTRE PRODUIT CESSERAIT SES ACTIVITÉS OU QUE LE FABRICANT NE FOURNIRAIT PLUS LE SUPPORT AU PRODUIT ET QUE TOUTES LES SOURCES DE PIÈCES AIENT ÉTÉ UTILISÉES PENDANT LA PÉRIODE DE COUVERTURE DU PRÉSENT CONTRAT DE SERVICE, L'OBLIGÉ ET L'ADMINISTRATEUR SERONT EXCUSÉS DE LA FOURNITURE DES SERVICES MENTIONNÉS DANS LES PRÉSENTES ET VOUS RECEVREZ UN REMBOURSEMENT INTÉGRAL DU PRIX VERSÉ PAR VOUS POUR LE CONTRAT DE SERVICE, MOINS LES RÉCLAMATIONS PAYÉES.

QUE FAIRE SI VOTRE PRODUIT COUVERT REQUIERT UN SERVICE : appelez-nous au numéro gratuit 877-696-7786 et expliquez le problème. Nous tenterons de le résoudre par téléphone. Si nous ne trouvons pas de solution, vous serez invité à apporter ou envoyer votre produit à un centre de service agréé ou un magasin Microsoft désigné. Pour obtenir plus rapidement le service, ayez avec vous votre preuve d'achat datée (reçu) et votre numéro de contrat de service lorsque vous passez l'appel. Vous devrez fournir votre preuve d'achat (reçu) au moment du service.

REMARQUE : CE CONTRAT DE SERVICE EST SUSCEPTIBLE D'ÊTRE ANNULÉ SI VOUS EFFECTUEZ DES RÉPARATIONS NON AUTORISÉES. Le service sera fourni durant les heures normales de bureau et aux États-Unis uniquement. Toute pièce ou unité remplacée dans le cadre du présent Contrat de service deviendra notre propriété dans son intégralité.

RENOUVELLEMENT : le présent Contrat de service est susceptible, à notre discrétion, d'être renouvelé à son expiration. Si nous offrons de renouveler votre couverture, le prix de renouvellement cité reflètera l'ancienneté de votre produit et le coût de remplacement au moment du renouvellement.

TRANSFERT DE CONTRAT DE SERVICE : le présent Contrat de service peut être transféré à toute personne au Canada en contactant l'administrateur au numéro gratuit 877-696-7786.

GARANTIE : nos obligations dans le cadre de ce Contrat de service sont assurées par une police d'assurance délivrée par Industrial Alliance Pacific General Insurance Corporation, 2165 West Broadway, Vancouver, C.-B. V6K 4N5.

ANNULATION : vous pouvez annuler ce Contrat de service à tout moment. Pour organiser l'annulation du présent accord de service, appelez l'administrateur au numéro gratuit suivant 877-696-7786. Si vous annulez dans les trente (30) premiers jours qui suivent l'achat de ce Contrat de service, vous recevrez un remboursement intégral du prix total de votre Contrat de service, moins toute réclamation payée ou en cours de paiement.

Si votre demande de résiliation est effectuée plus de trente (30) jours après la date d'achat, vous recevrez un remboursement au prorata du prix du Contrat de service basé sur le temps restant de votre Contrat de service, moins toute réclamation payée, sujet à des frais d'administration de dix dollars (10,00 CAD) ou dix pour cent (10 %) du prix d'achat du Contrat de service, le plus bas des deux prévalant, à moins que le droit provincial ne prescrive autrement.

Nous ne pouvons annuler le Contrat de service que pour les raisons suivantes : non-paiement du prix d'achat du Contrat de service, fraude ou représentation matérielle erronée. Si nous annulons ce Contrat de service, nous vous fournirons un avis d'annulation par écrit mentionnant les raisons d'une telle résiliation, au plus tard quinze (15) jours avant la date effective de résiliation, et rembourserons intégralement votre achat, moins toute réclamation payée ou en cours de paiement.

Ce Contrat de service, y compris ses termes, conditions, limitations et exclusions, ainsi que le reçu du produit acheté, constitue l'ensemble du Contrat, et aucune représentation, promesse ou condition non citée dans le présent document ne saura modifier ces éléments, sauf si la loi l'exige. Une fois la transaction effectuée, Microsoft Corporation sera rémunérée par une somme extraite du prix d'achat du Contrat de service.

Microsoft Assure Plan



Service Agreement Provider:
AMT Warranty Corp.
2200 Highway 121, Suite 100
Bedford, TX 76021
Telephone: (800) 342-5349

CONGRATULATIONS! Thank You for Your recent purchase of the Microsoft Assure Plan (the "Service Agreement"). We hope You enjoy the added comfort and protection this Service Agreement provides. Please keep this document in a safe place along with the sales receipt/invoice that You received when You purchased this Service Agreement, as You will need them to verify Your coverage at the time of service. This information will serve as a valuable reference guide and will help You determine what is covered under the Service Agreement.

MICROSOFT ASSURE PLAN

DEFINITIONS: Throughout this Service Agreement, the words "**We**," "**Us**," and "**Our**" mean the party obligated to provide service under this Service Agreement as the service agreement provider, who is AMT Warranty Corp., 2200 Highway 121, Suite 100, Bedford, TX 76021 (P.O. Box 1189, Bedford, TX 76095). The words "**You**" and "**Your**" refer to the contract holder of the Product covered by this Service Agreement or to the person to whom this Service Agreement was properly transferred (if applicable). "**Product**" means the item(s) which the contract holder purchased with and is covered by this Service Agreement. "**Failure**" means the mechanical or electrical breakdown of Your Product caused by defects in materials or workmanship during normal usage of Your Product. "**Deductible**" means the amount You are required to pay (if any), as shown under the "**Deductible**" section for covered repairs and replacements. "**Cosmetic Damage**" means damages or changes to the physical appearance of the Product that does not impede or hinder the Product's normal operational function; such as scratches, abrasions, or changes in color, texture, or finish. "**Microsoft Corporation**" ("**Microsoft**") refers to the retailer from whom You purchased the Product and Service Agreement. "**MSRP**" means the Manufacturer's Suggested Retail Price of the Product as of its date of purchase.

WHAT IS COVERED: We agree to repair or replace Your Product in the event the Product is rendered inoperable due to a Failure during the term of this Service Agreement, if the Product is not covered under any other insurance, warranty, or service contract. Parts used to repair or replace Your Product may be new, used, rebuilt, refurbished, or non-original manufacturer's parts that perform to the factory specifications of the Product. This Service Agreement does not cover repair or replacement of the Product for any of the causes, or provide coverage for any losses set forth in the section entitled **WHAT IS NOT COVERED** below.

COVERAGE PLANS:

1. **REPLACEMENT PLAN:** If You purchased a Replacement Plan, in the event of a covered claim, We will replace the Product with a new, rebuilt, or refurbished product of equal or similar features and functionality or, at Our sole discretion, reimburse You for replacement of the product during the term of this Service Agreement.
2. **REPAIR PLAN:** If You purchased a Repair Plan, in the event of a covered claim, We will furnish or pay for labor and/or parts required to repair the Failure of Your Product during the term of this Service Agreement. Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are

unavailable. In the event we are unable to repair Your Product due to unavailability of parts, or the cost to repair Your Product exceeds the cost of a comparable replacement product, We will replace Your Product with a product of equal or similar features and functionality, or reimburse You for costs incurred by You for the purchase of a replacement product.

3. **PREMIUM PLAN:** If You purchased a Premium Plan, in the event of a covered claim, we will furnish or pay for labor and/or parts required to repair Your Product due to the following causes of Failure during the term of this Service Agreement:
- Accidental Damage from Handling (ADH) such as damage from drops, spills, and liquid damage associated with the handling and use of Your Product;
 - Power surge, if caused by power outage while Your Product is properly connected to an electrical outlet. **Important Note: Power surge does not cover damages caused by or resulting from improper installation or connection to an incorrect power source.**

Non-original manufacturer's parts of like kind and quality may be used if the original manufacturer's parts are unavailable. In lieu of repairing the Product, We reserve the right, at Our sole discretion, to replace Your Product with a product of equal or similar features and functionality, or to reimburse You for costs incurred by You for the purchase of a replacement product.

4. **SMARTPHONE PLAN:** If You purchased a SmartPhone Plan, in the event of a covered claim, We will furnish labor and/or parts required to repair Your Product due to the following causes of Failure during the term of this Service Agreement:
- Accidental damage from handling (ADH), such as damage from drops, spills, and liquid damage associated with the handling and use of Your Product;
 - Normal wear and tear;
 - Defective battery; provided such battery is the original rechargeable unit supplied by the manufacturer of Your Product with Your initial purchase. You are limited to one (1) battery replacement during the term of this Service Agreement;
 - Damaged or defective buttons or connectivity ports located on Your Product, if such damage or defect impacts the functionality of Your Product. **Cosmetic Damage is not covered under this Service Agreement.**
 - Defective pixels when there are at least three (3) defective pixels throughout the display area on the screen of Your Product;
 - Power surge, if caused by power outage while Your Product is properly connected to an electrical outlet. **Important Note: Power surge does not cover damages caused by or resulting from improper installation or connection to an incorrect power source.**
 - Dust, internal overheating, internal humidity/condensation; or
 - Defects in materials or workmanship.

In lieu of repair, We reserve the right, at Our sole discretion, to replace Your Product with a new or reconditioned Product of equal or comparable value to Your original Product, or, at Our sole discretion, reimburse You for costs incurred by You to purchase a replacement device (which shall not exceed the MSRP of Your original Product). Accessories that are not integral to the function of Your Product will NOT be provided with Your replacement Product. Replacement Products will include the International Manufacturer's Equipment Identification (IMEI), the Electronic Serial Number (ESN) or the Mobile Equipment ID (MEID) of the mobile device, and may not be the same brand as Your original Product. Should the replacement model differ from the original, a home charger will also be provided to You. In the event a replacement Product is not available in the same color as Your original Product, a different color model will be provided to You.

Important Note: ADH coverage does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, Cosmetic Damage and/or other damage that does not affect unit functionality, or damage caused during shipment by You. If protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with Your Product, You must make every effort to utilize these product accessories for protection against damage to Your Product. Abuse is defined as the intentional treatment of Your Product(s) in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by the Premium and SmartPhone Plans. Technological advances may result in a replacement product with a lower selling price than the original product. No refund will be made based on the replacement product cost difference. If Your Product is replaced, We will have no further obligation to repair or replace Your replaced Product and You will not be entitled to make any further claims for its repair or replacement.

ADDITIONAL BENEFITS UNDER THIS SERVICE AGREEMENT:

1. **NO LEMON GUARANTEE:** If We have completed three (3) service repairs for the same problem on an individual component of Your Product, which first began after the manufacturer's warranty period had expired ("Qualifying Service Repairs"), and if that Product component requires a fourth repair for the identical problem as determined by Us, We reserve the right to replace Your Product with one of equal or similar features and functionality, not necessarily the same brand. The cost of the replacement will not exceed the original purchase price of Your Product and may be less due to technological advances. Once a Product is replaced, then this Service Agreement is considered fulfilled and We shall have no further obligation to provide service under this Service Agreement. Preventative maintenance checks, cleaning, product diagnosis, customer education, accessory repairs/replacements, computer software related problems, and any unauthorized repairs done to the equipment are not considered repairs for the purposes of this No Lemon Guarantee. Repair services performed while Your Product is under the manufacturer's warranty period are not considered Qualifying Service Repairs.
2. If you purchased a **Premium Plan** or **SmartPhone Plan**, this Service Agreement provides the following additional benefit during the term of this Service Agreement:
 - **TEMPORARY LOANER PRODUCTS FOR LAPTOPS OR MOBILE PHONES:**
In the event of a covered claim, You may be eligible to receive a temporary loaner mobile phone or laptop while Your Product is being repaired. You must return the loaner product to the Service Agreement Provider or the nearest authorized Microsoft retail location before Your replacement or repaired Product will be provided to You.

PLACE OF SERVICE: You will be responsible for carry-in delivery or shipment, prepaid and insured, of Your Product to Our authorized service facility or designated Microsoft retail store location for service. For products that are deemed non-transportable by Us, We will arrange to repair or replace Your Product at Your location during normal business hours. For in-home service to be scheduled, You must provide the following: (1) accessibility to the Product; (2) a non-threatening and safe environment; and (3) an adult over the age of 18 to be present for the period of time Our authorized technician is scheduled for service and while Our authorized technician is on Your property servicing Your Product.

TERM OF COVERAGE:

- **Repair and Replacement Plans:** Coverage under this Service Agreement shall commence immediately upon expiration of the shortest portion of the manufacturer's original written warranty, and shall remain in effect for the term specified in the sales documentation provided to You at the time of purchase, subject to the provisions of the "LIMIT OF LIABILITY" section. The Product manufacturer has primary responsibility for replacement or repair of Your Product during the original equipment manufacturer's warranty period ("OEM Warranty Period"). If Your Product is replaced or if You have been

reimbursed by Us, this Service Agreement shall terminate completely upon replacement of Your Product. All products and/or parts replaced under this Service Agreement become Our property in their entirety.

- **Premium Plans and SmartPhone Plans:** Coverage under this Service Agreement begins on the date You purchase Your Product or on the date Your original product was delivered to You, and shall remain in effect for the term specified in the sales documentation provided to You at the time of purchase, subject to the "LIMIT OF LIABILITY" section. This Service Agreement is inclusive of Your Product's manufacturer's warranty; it does not replace Your Product's manufacturer's warranty, but it does provide certain additional benefits as listed within this Service Agreement during the OEM Warranty Period. Parts and services that are covered under the manufacturer's warranty during the OEM Warranty Period or that are subject of a manufacturer's recall are the responsibility of the manufacturer and are not covered under this Service Agreement. After the manufacturer's warranty expires, this Service Agreement continues to provide the benefits provided by the manufacturer's warranty (excluding any manufacturer's loaner program), as well as certain additional benefits as listed within this Service Agreement.

DEDUCTIBLE:

- **SmartPhone Plans Only:** Each eligible claim for Your Product is subject to a non-refundable, forty-nine dollar (\$49.00) Deductible; which shall be paid at the time repair or replacement of Your Product is approved by the Service Agreement Provider. No Deductible shall apply to a covered Failure resulting from defects in materials or workmanship or normal wear and tear.
- **Tablets:** There is a forty-nine dollar (\$49.00) Deductible for In-Store Service on all Tablets.
- **All other Plans:** There is no Deductible required to obtain service on Your Product.

LIMIT OF LIABILITY:

- **SmartPhone Plans Only:** For any single claim, the limit of liability under this Service Agreement is the lesser of (1) the actual cost of the authorized repair; or (2) replacement with a new or refurbished product of like kind and quality, not necessarily the same brand, that is of comparable performance. Coverage under this Service Agreement is limited to two (2) replacement claims during the term of the Service Agreement; in the event We make payments for repairs or replacements which in the aggregate equal or exceed the MSRP of the Product as of the date of purchase, Our obligations under this Service Agreement will be fulfilled and You will not be entitled to make any further claims under this Service Agreement. Technological advances may result in a replacement device with a lower MSRP than Your original Product. No refunds will be made based on the cost difference between the replacement device and the original Product.
- **All other Plans:** Our liability in connection with all claims that You make pursuant to this Service Agreement shall not exceed the retail value of Your Product, as of the purchase date of Your Product, less taxes. In the event the aggregate sum of all claims made by You under this Service Agreement is equal to or exceeds the retail value of Your Product, neither We shall have any further obligation to replace Your Product and You will not be entitled to make any further claims on Your Product.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME, OR LOST DATA RESULTING FROM THE FAILURE OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE.

WHAT IS NOT COVERED: (A) ANY EQUIPMENT LOCATED OUTSIDE THE UNITED STATES OF AMERICA, ITS TERRITORIES AND COMMONWEALTHS, OR CANADA; (B) PRODUCTS

WITH LESS THAN AN ORIGINAL NINETY (90) DAYS MANUFACTURER'S/RETAIL PARTS AND LABOR LIMITED WARRANTY; USED, REBUILT OR REFURBISHED PRODUCTS WITH LESS THAN NINETY (90) WARRANTY/DEALER COVERAGE (C) PRODUCTS USED FOR COMMERCIAL OR EDUCATIONAL PURPOSES (MULTI-USER ORGANIZATIONS); (D) MAINTENANCE, REPAIR, OR REPLACEMENT NECESSITATED BY LOSS OR DAMAGE RESULTING FROM ANY CAUSE OTHER THAN NORMAL USE AND OPERATION OF THE PRODUCT IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND OWNER'S MANUAL, INCLUDING BUT NOT LIMITED TO, THEFT, EXPOSURE TO WEATHER CONDITIONS, OPERATOR NEGLIGENCE, MISUSE, ABUSE, IMPROPER ELECTRICAL/ POWER SUPPLY, ETC.; (E) UNAUTHORIZED REPAIRS, IMPROPER INSTALLATION OR ATTACHMENTS OR TRANSPORTATION DAMAGE; (F) CHANGES OR ENHANCEMENTS IN COLOR, TEXTURE, FINISHING, EXPANSION, CONTRACTION OR ANY COSMETIC DAMAGE TO YOUR PRODUCT HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, SCRATCHES AND MARRING THAT DOES NOT AFFECT THE PRODUCTS OPERATIONAL PERFORMANCE; (G) LACK OF MANUFACTURER SPECIFIED MAINTENANCE OR IMPROPER EQUIPMENT MODIFICATIONS; (H) PHYSICAL OR COSMETIC DAMAGE TO YOUR PRODUCT DUE TO VANDALISM, ANIMAL OR INSECT INFESTATION, RUST, DUST, CORROSION, BATTERY LEAKAGE, OR ACTS OF NATURE OR ANY OTHER EXTERNAL PERIL ORIGINATING FROM OUTSIDE THE PRODUCT; (I) EQUIPMENT USED IN INDUSTRIAL SETTINGS. EQUIPMENT USED IN INDUSTRIAL SETTINGS MAY BE DEFINED AS: (J) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED, OR (II) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (K) ACCIDENTAL DAMAGE (UNLESS PURCHASED AS ADDITIONAL COVERAGE), CRACKED OR DAMAGED DISPLAY SCREENS OR DAMAGE DUE TO WATER OR LIQUID MARKS AND/OR RINGS; (L) COMPONENTS NOT CONTAINED WITH THE HOUSINGS OF THE COVERED PRODUCT(S), (M) ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT; (N) SERVICE NECESSARY BECAUSE OF IMPROPER STORAGE, IMPROPER VENTILATION, RECONFIGURATION OF EQUIPMENT OR IMPROPER USE OR MOVEMENT OF THE EQUIPMENT; (O) ANY UTILIZATION OF EQUIPMENT THAT IS INCONSISTENT WITH EITHER THE DESIGN OF THE EQUIPMENT OR THE WAY THE MANUFACTURER INTENDED THE EQUIPMENT TO BE USED; (P) ANY INSTALLATION THAT PREVENTS NORMAL SERVICE; (Q) ANY AND ALL CASES IN WHICH THE MANUFACTURER OF THE EQUIPMENT WOULD NOT HONOR ANY WARRANTY REGARDING THE EQUIPMENT; (R) FAILURE TO USE REASONABLE MEANS TO PROTECT YOUR PRODUCT FROM FURTHER DAMAGE AFTER A FAILURE OCCURS; (S) CONSUMABLES SUCH AS BATTERIES, BULBS, POWER CORDS, ETC.; (T) UNAUTHORIZED TRANSPORTATION CHARGES IF SERVICE IS SPECIFIED ON YOUR SALES RECEIPT AS CARRY IN; (U) PRODUCT(S) WITH REMOVED OR ALTERED SERIAL NUMBERS. (V) REPAIRS RECOMMENDED BY A REPAIR FACILITY NOT NECESSITATED BY THE FAILURE OF YOUR PRODUCT; (W) ANY REPAIR THAT IS A RESULT OF IN-WARRANTY PARTS NOT BEING PROVIDED OR SHIPPED BY THE MANUFACTURER; (X) DAMAGE OR EQUIPMENT FAILURE WHICH IS COVERED BY MANUFACTURER'S WARRANTY, MANUFACTURER'S RECALL, OR FACTORY BULLETINS (REGARDLESS OF WHETHER OR NOT THE MANUFACTURER IS DOING BUSINESS AS AN ONGOING ENTERPRISE.); (Y) CLEANING EXPENSES, PREVENTIVE MAINTENANCE, OR CUSTOMER EDUCATION REGARDING THE PRODUCT; (Z) SYSTEMS OR COMPONENT(S) THAT ARE COVERED BY A MANUFACTURER'S WARRANTY, INSURANCE OR ANOTHER SERVICE CONTRACT; (AA) SERVICE REQUIRED AS A RESULT OF ANY ALTERATION OF THE EQUIPMENT OR REPAIRS MADE BY ANYONE OTHER THAN THE AUTHORIZED SERVICE PROVIDER, ITS AGENTS, DISTRIBUTORS, CONTRACTORS, OR LICENSEES OR THE USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY THE MANUFACTURER; (AB) NON-FAILURE PROBLEMS, INCLUDING BUT NOT LIMITED TO, ITEMS NOT COVERED, NOISES, SQUEAKS AND OTHER SIMILAR INTERMITTENT ISSUES ARE NOT PRODUCT FAILURES; (AC) COST OF PREVENTIVE MAINTENANCE OR DAMAGES CAUSED BY IMPROPER PREVENTIVE MAINTENANCE; (AD) PUBLIC RENTAL EQUIPMENT OR PRODUCTS USED IN COMMUNAL SETTINGS (USE OF A PRODUCT FOR THESE PURPOSES WILL VOID THIS SERVICE AGREEMENT); (AE) DAMAGE CAUSED BY COLLISION WITH ANOTHER OBJECT; (AF) LIABILITY OR DAMAGE TO PROPERTY, OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF THE OPERATION, MAINTENANCE, OR USE OF THE PRODUCT; (AG) EXPENSES INCURRED FROM THE DISMANTLING OR

REINSTALLATION OF FIXED INFRASTRUCTURE WHEN REMOVING OR RETURNING REPAIRED OR REPLACED PRODUCT INTO A CUSTOM INSTALLATION; (AH) DAMAGE TO PRODUCT HARDWARE AND SOFTWARE CAUSED BY, INCLUDING, BUT NOT LIMITED TO, VIRUSES (OR SIMILAR UNAUTHORIZED INTRUSIVE CODE OR PROGRAMS), NETWORK PROGRAMS, UPGRADES, FORMATTING OF ANY KIND, THIRD PARTY APPLICATION PROGRAMS, CUSTOMIZED SOFTWARE (SUCH AS PERSONAL INFORMATION MANAGERS (PIM), RING TONES, GAMES OR SCREEN SAVERS) OR ANY SUPPORT, CONFIGURATION, INSTALLATION OR REINSTALLATION OF ANY SOFTWARE, APPLICATION OR DATA; AND (AI) PERSONAL DATA.

SHOULD THE MANUFACTURER OF YOUR PRODUCT GO OUT OF BUSINESS OR THE MANUFACTURER NO LONGER PROVIDE PRODUCT SUPPORT AND ALL PARTS SOURCES HAVE BEEN EXHAUSTED DURING THE COVERAGE PERIOD OF THIS SERVICE AGREEMENT, WE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER AND YOU SHALL RECEIVE A FULL REFUND OF THE PURCHASE PRICE PAID BY YOU FOR THE SERVICE AGREEMENT LESS CLAIMS PAID.

WHAT TO DO IF COVERED PRODUCT REQUIRES SERVICE: Call Us at 1-877-696-7786 toll-free and explain the problem. We will attempt to resolve the problem You are experiencing over the telephone. If We cannot resolve the problem, You will be directed to an authorized service center or designated Microsoft retail store. This Service Agreement will provide coverage for eligible service conducted by a service center or Microsoft retail store authorized by Us. For faster service, have Your dated proof of purchase (sales receipt) and Service Agreement number available when You place the call. You will be required to provide a copy of Your proof of purchase (sales receipt) at time of service. **NOTE: THIS SERVICE AGREEMENT MAY BECOME VOID IF YOU MAKE UNAUTHORIZED REPAIRS.** Service will be provided during normal business hours and in the USA or Puerto Rico only. Any and all parts or units replaced under this Service Agreement become Our property in their entirety.

RENEWAL: This Service Agreement may at Our discretion be renewed at the expiration of its term. 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.

TRANSFER OF SERVICE AGREEMENT: This Service Agreement may be transferred to any person in the United States or Puerto Rico by contacting Us at 1-877-696-7786 toll-free.

GUARANTEE: This is not an insurance policy. We have obtained an insurance policy to insure Our performance under this Service Agreement. Should We fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Wesco Insurance Company, at 1-866-505-4048 or 59 Maiden Lane, 6th Floor, New York, NY 10038.

CANCELLATION: You may cancel this Service Agreement at any time. To arrange for cancellation of this Service Agreement, call Us at 1-877-696-7786 toll-free. If You cancel within the first thirty (30) days after purchasing this Service Agreement, You will receive a 100% refund of the full purchase price of Your Service Agreement.

If Your cancellation request is made after thirty (30) days of the purchase of the Service Agreement and during the period in which the manufacturer's warranty associated with the Product is still in effect, the amount to be refunded to You will be based on the result of \$65.00 multiplied by the years in which the Service Agreement was in effect prior to the expiration of the Product's manufacturer's warranty. If We collected more than this result, Your refund will be this result and We will retain the difference between the amount We collected from You and this result. If We collected less than this result, You will receive a pro-rata refund of the Service Agreement purchase price. If Your cancellation request is made after the expiration of the Product's manufacturer's warranty, You will receive a pro-rata refund of the Service Agreement purchase price, less the cost of repairs made (if any). In the event We fail to provide You with Your due refund within thirty (30) days of

Your cancellation request, We will pay You an additional 10% monthly penalty of the refund amount due to you.

If We cancel this Service Agreement, We must provide You with a written notice at least fifteen (15) days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. If We cancel this Service Agreement, You will receive a refund based upon one hundred percent (100%) of the unearned pro-rata purchase price of this Service Agreement.

This Service Agreement, including the terms, conditions, limitations, exceptions and exclusions, and the sales invoice for Your Product, constitutes the entire Service Agreement and no representation, promise, or condition not contained herein shall modify these items, except as required by law.

The terms & conditions are available on Our website at www.microsoft.com or call [1-\(800\) 723-5440](tel:1-800-723-5440) to have a copy mailed to You.

Plan De Protección De Microsoft



Proveedor del Contrato de Servicio:
AMT Warranty Corp.
2200 Highway 121, Suite 100
Bedford, TX 76021
Telephone: (800) 342-5349

¡FELICITACIONES! ¡Gracias por su compra reciente del Plan de Protección Microsoft (el "Contrato de Servicio")! Esperamos que disfrute de la mayor comodidad y protección que ofrece este Contrato de Servicio. Guarde este documento en un lugar seguro junto con el recibo/factura de compra que usted recibió cuando compró este Contrato de Servicio, pues los necesitará para verificar su cobertura en el momento del servicio. Esta información servirá como una valiosa guía de referencia y le ayudará a determinar lo que está cubierto en virtud del Acuerdo de Servicio.

PLAN DE PROTECCIÓN DE MICROSOFT

DEFINICIONES: A lo largo de este Contrato de Servicio, los términos "nosotros", "nos" y "nuestro" significan la parte obligada a prestar el servicio bajo este Contrato de Servicio como el proveedor del Contrato de Servicio, que es AMT Warranty Corp., 2200 Highway 121, Suite 100, Bedford, TX 76021 (PO Box 1189, Bedford, TX 76095). Las palabras "usted" y "su" se refieren al tenedor del contrato del Producto cubierto por este Contrato de Servicio o a la persona a quien este Contrato de Servicio se transfirió propiamente (si procede). **"Producto"** significa el elemento o los elementos que el tenedor del contrato compró y que está o están cubiertos por este Contrato de Servicio. **"Falla"** significa la avería mecánica o eléctrica de su Producto causado por defectos en los materiales o la mano de obra durante el uso normal de su Producto. **"Deducible"** significa la cantidad que usted deberá pagar (si alguna), según se indica en la sección de "Deducible" para reparaciones y reemplazos cubiertos. **"Daños Estéticos"** significa daños o cambios a la apariencia física del Producto que no impiden o dificultan el funcionamiento operacional normal del Producto, tales como rayazos, abrasiones o cambios en el color, la textura o el acabado. **"Microsoft Corporation" ("Microsoft")** se refiere a la tienda donde compró el Producto y el Contrato de Servicio. **"MSRP"** significa el Precio al Detal Sugerido del Manufacturero para el Producto a la fecha de su compra.

LO QUE ESTÁ CUBIERTO: Nos comprometemos a reparar o reemplazar su Producto en caso de que el Producto quede inutilizado debido a una Falla durante la vigencia de este Contrato de Servicio, si el Producto no está cubierto por algún otro seguro de garantía o contrato de servicio. Las piezas utilizadas para reparar o reemplazar su Producto pueden ser nuevas, usadas, reconstruidas, reacondicionadas o piezas no originales del fabricante que funcionan a tenor con las especificaciones de la fábrica para el Producto. Este Contrato de Servicio no cubre la reparación o el reemplazo del Producto por ninguna de las causas, o provee cobertura de las pérdidas establecidas en la sección titulada **LO QUE NO ESTÁ CUBIERTO** abajo.

PLANES DE COBERTURA:

1. **PLAN DE REEMPLAZO:** Si ha adquirido un Plan de reemplazo, en caso de una reclamación cubierta, reemplazaremos el Producto por un producto nuevo, reconstruido o restaurado de características y funcionalidad iguales o similares o, a nuestra sola discreción, le reembolsaremos por el reemplazo del Producto durante la vigencia de este Contrato de Servicio.
2. **PLAN DE REPARACION:** Si ha adquirido un plan de reparación, en caso de una reclamación cubierta, proveeremos o pagaremos por la labor y/o las piezas

necesarias para reparar la Falla de su Producto durante la vigencia de este Contrato de Servicio. Se podrán usar piezas no originales del fabricante de la misma clase y calidad si las piezas originales del fabricante no están disponibles. En el caso de que no pudimos reparar su Producto debido a la falta de piezas, o el costo para reparar su Producto excede el costo de un producto de reemplazo comparable, reemplazaremos su Producto con un producto de características y funcionalidad iguales o similares, o reembolsaremos los costos incurridos por usted para la compra de un producto de reemplazo.

3. **PLAN PREMIUM:** Si ha adquirido un Plan Premium, en caso de una reclamación cubierta, proveeremos o pagaremos por la labor y/o las piezas necesarias para reparar de su Producto debido a las siguientes causas de Falla durante la vigencia de este Contrato de Servicio:

- Daños Accidentales de Manipulación (Accidental Damage from Handling o "ADH" por sus siglas en inglés), tales como daños causados por caídas, derrames y daños de líquidos asociados con el manejo y uso de su Producto;
- Sobrecarga eléctrica, si es causada por un corte de energía mientras su Producto está conectada correctamente a una toma eléctrica. **Nota Importante: sobrecarga eléctrica no cubre daños causados por o como resultado de la instalación inadecuada o la conexión a una fuente de alimentación de energía incorrecta.**

Se pueden usar piezas no originales del fabricante de la misma clase y calidad si las piezas originales del fabricante no están disponibles. En lugar de reparar el Producto, nos reservamos el derecho, a nuestra única discreción, a sustituir su Producto por un producto de características y funcionalidad iguales o similares, o a reembolsarle por los costos incurridos por usted en la compra de un producto de reemplazo.

4. **PLAN PARA TELÉFONO INTELIGENTE (SMARTPHONE):** Si usted ha adquirido un Plan para SmartPhone, en caso de una reclamación cubierta, proveeremos la labor y/o las piezas necesarias para reparar de su Producto debido a las siguientes causas de Falla durante la vigencia de este Contrato de Servicio:

- Daños Accidentales de Manipulación (Accidental Damage from Handling o "ADH" por sus siglas en inglés), tales como daños causados por caídas, derrames y daños de líquidos asociados con el manejo y uso de su Producto;
- Uso y desgaste normal;
- Batería defectuosa, siempre que dicha batería sea la unidad original recargable suministrada por el fabricante de su Producto con su compra inicial. Usted está limitado a un (1) reemplazo de batería durante la vigencia de este Contrato de Servicio;
- Botones o puertos de conectividad dañados localizados en su Producto, si dicho daño o defecto impacta la funcionalidad de su Producto. **Los Daños Estéticos no están cubiertos bajo este Contrato de Servicio.**
- Píxeles defectuosos cuando hay por lo menos tres (3) píxeles defectuosos en el área de visualización de la pantalla de su Producto;
- Sobrecarga eléctrica, si es causada por un corte de energía mientras su Producto está conectado correctamente a una toma eléctrica. **Nota Importante: Sobrecarga eléctrica no cubre daños causados por o como resultado de la instalación inadecuada o la conexión a una fuente de alimentación de energía incorrecta.**
- Polvo, sobrecalentamiento interno, humedad/condensación interna; o
- Defectos en los materiales o la labor.

En lugar de reparar, nos reservamos el derecho, a nuestra única discreción, a sustituir su Producto por un producto nuevo o reacondicionado de valor igual o comparable a su Producto original, o, a nuestra sola discreción, a reembolsarle los costos incurridos por usted en la compra de un dispositivo de reemplazo (que no podrá exceder el precio sugerido del fabricante de su Producto original). Los accesorios que no son esenciales para

la operación de su Producto NO serán suministrados con el producto de reemplazo. Los Productos de reemplazo incluirán la Identificación Internacional del Fabricante del Equipo (International Manufacturer's Equipment Identification o "IMEI", por sus siglas en inglés), el número de serie electrónico (Electronic Serial Number o "ESN", por sus siglas en inglés) o la ID del Equipo Móvil (Mobile Equipment ID o "MEID", por sus siglas en inglés) del dispositivo móvil, y puede que no sea la misma marca de su Producto original. Si el modelo de reemplazo difiere del original, se le proveerá un cargador para su casa. En el caso de que un Producto de reemplazo no está disponible en el mismo color que su Producto original, se le proveerá un modelo de un color diferente.

Nota Importante: La cobertura ADH no ofrece protección contra el uso y desgaste normal, robo, hurto, extravío, virus, conducta temeraria, abusiva, deliberada o intencionada asociada con la manipulación y el uso del producto. Daños Estéticos y/o cualquier otro daño que no afecta la funcionalidad de la unidad, o daños causados durante su envío hacia usted. Si se proporcionaron o se pusieron a su disposición elementos de protección, tales como estuches, fundas o bolsas, etc., usted debe hacer todo lo posible por utilizar estos accesorios de los productos para la protección de su Producto contra daños. El abuso se define como el trato intencional dañino, perjudicial u ofensivo de su Producto o sus Productos que puede resultar en daños a los mismos. Los daños resultantes de este tipo de trato NO están cubiertos por los planes Premium y SmartPhone. Los avances tecnológicos pueden resultar en un producto de reemplazo con un precio de venta inferior al del producto original. No se hará reembolso alguno basado en la diferencia del costo del producto de reemplazo. Si su Producto es reemplazado, no estaremos bajo ninguna otra obligación de reparar o reemplazar su Producto reemplazado y usted no tendrá derecho a hacer ninguna otra reclamación para su reparación o reemplazo.

BENEFICIOS ADICIONALES BAJO ESTE CONTRATO DE SERVICIO:

- 1. NO GARANTÍA DE LIMÓN:** Si hemos completado tres (3) servicios de reparación para el mismo problema en un componente individual de su Producto, que comenzó la primera vez después que el período de garantía del fabricante había expirado ("Reparaciones de Servicio que Califican"), y si ese componente del Producto requiere una cuarta reparación por el mismo problema según determinado por nosotros, nos reservamos el derecho de reemplazar su Producto por uno de iguales o similares características y funcionalidad, y no necesariamente de la misma marca. El costo del reemplazo no excederá el precio original de compra de su Producto y puede ser menor debido a los avances tecnológicos. Una vez que un Producto es reemplazado, entonces este Contrato de Servicio se considera cumplido y no estaremos bajo ninguna obligación adicional de proveer servicio bajo este Contrato de Servicio. Los controles de mantenimiento preventivo, limpieza, diagnóstico del producto, la educación del cliente, reparaciones / reemplazos de accesorios, problemas relacionadas con la programación de computadoras, y cualesquiera reparaciones no autorizadas hechas al equipo no se consideran reparaciones para fines de esta No Garantía de Limón. Los servicios de reparación realizados mientras su Producto está en el periodo de garantía del fabricante no se consideran Servicios de Reparación que Califican.
- 2.** Si usted ha adquirido un Plan Premium o un Plan para SmartPhone, este Contrato de Servicio provee los siguientes beneficios adicionales durante la vigencia de este Contrato de Servicio:
 - **PRODUCTOS TEMPOREROS PRESTADOS PARA COMPUTADORAS PORTÁTILES O TELÉFONOS MÓVILES:** En caso de una reclamación cubierta, usted puede ser elegible para recibir un teléfono móvil o una computadora portátil prestada mientras su Producto está siendo reparado. Usted debe devolver el producto prestado al Proveedor del Contrato de Servicio o a la tienda Microsoft autorizada más cercana antes de que le entreguen a usted su Producto de reemplazo o reparado.

LUGAR DE SERVICIO: Usted será responsable por llevar personalmente, o por el envío, pre-pagado y asegurado, de su Producto a nuestro centro de servicio autorizado o tienda al detal designado de Microsoft para el servicio. Para los productos que consideramos no transportable, nosotros haremos los arreglos para reparar o reemplazar su Producto en su local durante horas normales de trabajo. Para programar un servicio a domicilio, deberá proporcionar la siguiente información: (1) la accesibilidad al Producto, (2) un ambiente no amenazante y seguro, y (3) un adulto mayor de 18 años quien estará presente durante el período de tiempo en que nuestro técnico autorizado está programado para dar el servicio y mientras nuestro técnico autorizado está en su propiedad reparando su Producto.

VIGENCIA DE LA COBERTURA:

- **Planes de Reparación y Reemplazo:** La cobertura bajo este Contrato de Servicio comenzará inmediatamente después del vencimiento de la parte más corta de la garantía original escrita del fabricante, y permanecerá en vigor durante el plazo indicado en la documentación de venta proporcionada a usted al momento de la compra, sujeto a las disposiciones de la sección de "LÍMITE DE RESPONSABILIDAD". El fabricante del producto tiene la responsabilidad primaria de reemplazar o reparar su Producto durante el período de garantía del fabricante del equipo original (OEM Warranty Period). Si su Producto es reemplazado o si usted ha sido reembolsado por nosotros, este Contrato de Servicio se extinguirá por completo al reemplazar su Producto. Todos los productos y/o las piezas reemplazadas bajo este Contrato de Servicio se convertirán en propiedad de nosotros en su totalidad.
- **Planes Premium and Planes SmartPhone:** La cobertura bajo este Contrato de Servicio comienza en la fecha de compra de su Producto o en la fecha en que se le entregó a usted su producto original, y permanecerá en vigor durante el plazo indicado en la documentación de venta proporcionada a Usted al momento de la compra, sujeto a la sección sobre "LÍMITE DE RESPONSABILIDAD". Este Contrato de Servicio incluye la garantía del fabricante de su Producto; no reemplaza la garantía del fabricante de su Producto, pero sí ofrece ciertos beneficios adicionales que se enumeran en este Contrato de Servicio durante el período de garantía del producto original. Las piezas y los servicios que están cubiertos por la garantía del fabricante durante el período de garantía del producto original o que son objeto de retiro por el fabricante, son la responsabilidad del fabricante y no están cubiertos por este Contrato de Servicio. Después de caducada la garantía del fabricante, este Contrato de Servicio continúa proveyendo los beneficios proporcionados por la garantía del fabricante (excluyendo cualquier programa de equipo prestado del fabricante), así como ciertos beneficios adicionales que se indican en este Contrato de Servicio.

DEDUCTIBLE:

- **Planes para SmartPhones Únicamente:** Cada reclamación elegible para su Producto está sujeto a un Deducible no-reembolsable de cuarenta y nueve dólares (\$49.00), que es pagadero al momento en que el Proveedor de Contratos de Servicio aprueba la reparación o el reemplazo de su Producto. No se aplicará un deducible a una Falla cubierta como resultado de defectos en los materiales o la mano de obra o el uso y desgaste normal.
- **Tabletas:** Hay un deducible de cuarenta y nueve dólares (\$49.00) para servicio "In-Store" en todas las Tabletas.
- **Todos los Demás Planes:** No se requiere un Deducible para obtener servicio para su Producto.

LÍMITE DE RESPONSABILIDAD:

- **Planes para SmartPhones Únicamente:** Para cualquier reclamación individual, el límite de responsabilidad en virtud del presente Contrato de Servicio es el menor de (1) el costo real de la reparación autorizada, o (2) su reemplazo por un producto nuevo o reacondicionado del mismo tipo y calidad, no necesariamente la misma marca, que sea de un rendimiento comparable. La cobertura bajo este Contrato de Servicio está limitada a dos

(2) reclamaciones de reemplazo durante la vigencia del Contrato de Servicio; en el caso de que nosotros paguemos por reparaciones o reemplazos que en el agregado igualan o superan el precio sugerido del Producto a partir de la fecha de compra, nuestras obligaciones bajo este Contrato de Servicio se considerarán cumplidas y usted no tendrá derecho a presentar ninguna otra reclamación en virtud de este Contrato de Servicio. Los avances tecnológicos pueden dar lugar a un dispositivo de reemplazo con un precio sugerido inferior al de su producto original. No se harán reembolsos basado en la diferencia entre el costo del dispositivo de reemplazo y el Producto original.

- **Todos los Demás Planes:** Nuestra responsabilidad en relación a todas las reclamaciones que usted realiza en virtud de este Contrato de Servicio no podrá exceder el valor de venta de su Producto, a partir de la fecha de compra de su Producto, menos los impuestos. En el caso de que la suma total de todas las reclamaciones hechas por usted bajo este Contrato de Servicio es igual o superior al valor de venta de su Producto, tampoco tendremos ninguna obligación adicional de reemplazar su Producto y usted no tendrá derecho a hacer ninguna reclamación adicional sobre su Producto.

NO SEREMOS RESPONSABLES POR DAÑOS INCIDENTALES O CONSECUENTES, INCLUYENDO, PERO NO LIMITADO A: DAÑOS A LA PROPIEDAD, PÉRDIDA DE TIEMPO, O PÉRDIDA DE DATOS COMO RESULTADO DE LA FALLA DE ALGUN PRODUCTO O EQUIPO O DE RETRASOS EN SERVICIO.

LO QUE NO CUBRE LA GARANTÍA: (A) CUALQUIER EQUIPO LOCALIZADO FUERA DE LOS ESTADOS UNIDOS DE AMERICA, SUS TERRITORIOS Y TERRITORIOS ASOCIADOS, O CANADÁ, (B) PRODUCTOS CON MENOS DE LA GARANTÍA ORIGINAL LIMITADA DEL FABRICANTE/PIEZAS AL DETAL Y LABOR DE NOVENTA (90) DÍAS; PRODUCTOS USADOS, RECONSTRUIDOS O REACONDICIONADAS CON UNA COBERTURA DE GARANTÍA/ DISTRIBUIDOR DE MENOS DE NOVENTA (90) DÍAS (C) PRODUCTOS UTILIZADOS CON FINES COMERCIALES O EDUCACIONALES (ORGANIZACIONES CON MÚLTIPLES USUARIOS), (D) MANTENIMIENTO, REPARACIÓN O REEMPLAZO NECESARIO DEBIDO A PERDIDA O DAÑO COMO RESULTADO DE ALGUNA CAUSA QUE NO SEA EL USO Y LA OPERACIÓN NORMAL DEL PRODUCTO DE ACUERDO A LAS ESPECIFICACIONES DEL FABRICANTE Y EL MANUAL DEL PROPIETARIO, INCLUYENDO, PERO NO LIMITADO A, ROBO, EXPOSICIÓN A CONDICIONES CLIMÁTICAS, NEGLIGENCIA DEL OPERADOR, MAL USO, ABUSO, ALIMENTACIÓN INCORRECTA DE FUENTE/CORRIENTE ELÉCTRICA, ETC., (E) REPARACIONES NO AUTORIZADAS, INSTALACIÓN O ADITAMENTOS INCORRECTOS O DAÑOS DURANTE SU TRANSPORTE, (F) CAMBIOS O MEJORAS EN EL COLOR, LA TEXTURA, EL ACABADO, LA EXPANSIÓN, CONTRACCIÓN O CUALQUIER DAÑO ESTÉTICO A SU PRODUCTO SIN IMPORTAR SU CAUSA, INCLUYENDO, PERO NO LIMITADO A, RAYAZOS Y RASPADURAS QUE HACE NO AFECTAN EL FUNCIONAMIENTO DEL PRODUCTO, (G) LA FALTA DE MANTENIMIENTO ESPECIFICADO POR EL FABRICANTE O MODIFICACIONES INADECUADOS AL EQUIPO, (H) DAÑOS FÍSICOS O ESTÉTICOS A SU PRODUCTO DEBIDO A VANDALISMO, INFESTACIÓN POR ANIMALES O INSECTOS, MOHO, POLVO, CORROSIÓN, FUGAS DE BATERÍAS O ACTOS DE LA NATURALEZA O CUALQUIER OTRO PELIGRO EXTERNO QUE ORIGINA FUERA DEL PRODUCTO: (I) EQUIPO UTILIZADO EN ENTORNOS INDUSTRIALES. SE PUEDE DEFINIR EQUIPOS USADOS EN ENTORNOS INDUSTRIALES COMO: (J) CUALQUIER USO DE LOS EQUIPOS QUE ES INCOMPATIBLE CON EL DISEÑO DEL EQUIPO O LA MANERA EN QUE EL FABRICANTE PRETENDIÓ QUE SE USARA EL EQUIPO, O (II) CUALESQUIERA Y TODOS LOS CASOS EN QUE EL FABRICANTE DEL EQUIPO NO HONRARÍA LA GARANTÍA RELACIONADA CON EL EQUIPO, (K) DAÑOS ACCIDENTALES (A MENOS QUE SE ADQUIERA COMO COBERTURA ADICIONAL), PANTALLAS AGRIETADAS O DAÑADAS O DAÑOS DEBIDO A MARCAS Y/O ANILLOS DE AGUA O LÍQUIDOS; (L) COMPONENTES NO INCLUIDOS CON LA CAJA DEL PRODUCTO O LOS PRODUCTOS CUBIERTOS, (M) CUALESQUIERA Y TODAS LAS CONDICIONES PRE-EXISTENTES QUE OCURRAN ANTES DE LA FECHA DE VIGENCIA DE ESTE CONTRATO; (N) SERVICIO NECESARIO DEBIDO A ALMACENAMIENTO INADECUADO, VENTILACIÓN INADECUADA, RECONFIGURACIÓN DE EQUIPO O USO O MOVIMIENTO INADECUADO DEL EQUIPO; (O) EL USO DELO EQUIPO QUE ES INCOMPATIBLE CON EL DISEÑO DEL EQUIPO O LA MANERA EN QUE EL FABRICANTE PRETENDIÓ QUE SE USARA EL EQUIPO, (P) CUALQUIER INSTALACIÓN QUE IMPIDE

UN SERVICIO NORMAL, (Q) CUALESQUIERA Y TODOS LOS CASOS EN LOS QUE EL FABRICANTE DEL EQUIPO NO HONRARÍA NINGUNA GARANTÍA EN RELACIÓN AL EQUIPO, (R) DEJAR DE USAR MEDIOS RAZONABLES PARA PROTEGER SU PRODUCTO DE DAÑOS ADICIONALES DESPUÉS DE OCURRIR UNA FALLA; (S) CONSUMIBLES, TALES COMO BATERÍAS, BOMBILLAS, CABLES DE ALIMENTACIÓN DE ENERGÍA ELÉCTRICA, ETC.; (T) CARGOS DE TRANSPORTE NO AUTORIZADOS SI EL SERVICIO ESPECIFICADO EN SU FACTURA QUE USTED LLEVE EL PRODUCTO PARA SERVICIO EN LA TIENDA, (U) PRODUCTO(S) CON LOS NÚMEROS DE SERIE REMOVIDOS O ALTERADOS. (V) REPARACIONES RECOMENDADAS POR UN CENTRO DE REPARACIÓN NO NECESITADOS DEBIDO A LA FALLA DE SU PRODUCTO; (W) CUALQUIER REPARACION QUE SEA EL RESULTADO DE PIEZAS EN GARANTÍA QUE NO SON SUMINISTRADAS O ENVIADAS POR EL FABRICANTE, (X) DAÑOS O FALLAS DEL EQUIPO QUE ESTÁN CUBIERTOS POR LA GARANTÍA DEL FABRICANTE, UNA NOTIFICACIÓN DE RETIRO DEL PRODUCTO POR EL FABRICANTE O BOLETINES DE LA FÁBRICA (INDEPENDIEMENTE DE SI EL FABRICANTE ESTÁ O NO HACIENDO NEGOCIOS COMO UNA EMPRESA EN MARCHA); (Y) GASTOS DE LIMPIEZA, MANTENIMIENTO PREVENTIVO O EDUCACIÓN AL CLIENTE RELATIVOS AL PRODUCTO, (Z) SISTEMAS O COMPONENTES QUE ESTÁN CUBIERTOS POR LA GARANTÍA DEL FABRICANTE, UN SEGURO U OTRO CONTRATO DE SERVICIO, (AA) SERVICIO REQUERIDO COMO RESULTADO DE ALTERACIÓN AL EQUIPO O REPARACIONES HECHAS POR ALGUIEN QUE NO SEA EL PROVEEDOR DE SERVICIO AUTORIZADO, SUS AGENTES, DISTRIBUIDORES, CONTRATISTAS O CONCESIONARIOS O EL USO DE LOS SUMINISTROS DISTINTOS DE LOS RECOMENDADOS POR EL FABRICANTE (AB) PROBLEMAS DE NO FALLA, INCLUYENDO, PERO NO LIMITADO A, ARTÍCULOS NO CUBIERTOS, RUIDOS, CHIRRIDOS Y OTROS PROBLEMAS INTERMITENTES SIMILARES QUE NO SON FALLAS DEL PRODUCTO, (AC) EL COSTO DE MANTENIMIENTO PREVENTIVO O DAÑOS CAUSADOS POR MANTENIMIENTO PREVENTIVO INCORRECTO, (AD) EQUIPO DE ALQUILER PÚBLICO O PRODUCTOS UTILIZADOS EN ENTORNOS COMUNITARIOS (EL USO DE UN PRODUCTO PARA ESTOS FINES ANULARÁ ESTA CONTRATO DE SERVICIO), (AE) DAÑOS CAUSADOS POR COLISIÓN CON OTRO OBJETO; (AF) RESPONSABILIDAD O DAÑOS A LA PROPIEDAD, LESIONES O MUERTE DE ALGUNA PERSONA QUE SURJA DE LA OPERACIÓN, MANTENIMIENTO O EL USO DEL PRODUCTO; (AG) GASTOS INCURRIDOS POR EL DESMONTAJE O LA REINSTALACIÓN DE LA INFRAESTRUCTURA FIJA AL REMOVER O DEVOLVER UN PRODUCTO REPARADO O REEMPLAZADO A UNA INSTALACIÓN PERSONALIZADA, (AH) DAÑOS AL EQUIPO (HARDWARE) Y LOS PROGRAMAS (SOFTWARE) DEL PRODUCTO CAUSADO POR, INCLUYENDO, PERO NO LIMITADO A, VIRUS (O CÓDIGOS O PROGRAMAS SIMILARES NO AUTORIZADOS), LOS PROGRAMAS DE LA RED, ACTUALIZACIONES, FORMATEO DE CUALQUIER ÍNDOLE, PROGRAMAS DE APLICACIONES DE TERCEROS, PROGRAMACIONES PERSONALIZADAS (TALES COMO MANEJADORES DE INFORMACIÓN PERSONAL (PERSONAL INFORMATION MANAGERS O "PIM", POR SUS SIGLAS EN INGLÉS), TONOS DE LLAMADAS, JUEGOS O PROGRAMAS DE ANIMACIÓN PARA LA PANTALLA (SCREENSAVERS), O CUALQUIER APOYO, CONFIGURACIÓN, INSTALACIÓN O REINSTALACIÓN DE ALGÚN PROGRAMA, APLICACIÓN O DATOS; Y (AI) DATOS PERSONALES.

SI EL FABRICANTE DE SU PRODUCTO CIERRA SUS OPERACIONES O EL FABRICANTE YA NO PROVEE APOYO PARA EL PRODUCTO Y TODAS LAS PIEZAS SE HAN AGOTADO DURANTE EL PERIODO DE COBERTURA DE ESTE CONTRATO DE SERVICIO, NOSOTROS ESTAREMOS EXENTOS DE CUMPLIR CON ESTE CONTRATO Y USTED RECIBIRÁ EL REEMBOLSO TOTAL DEL PRECIO PAGADO POR USTED POR EL SERVICIO MENOS CUALQUIER RECLAMACIÓN PAGADA.

QUÉ HACER SI LOS PRODUCTOS CUBIERTOS REQUIEREN SERVICIO: Llámenos, libre de cargos, al 1-877-696-7786 y explique el problema. Intentaremos resolver el problema que usted está experimentando a través del teléfono. Si no podemos resolver el problema, usted será dirigido a un centro de servicio autorizado o una tienda Microsoft designada. Este Contrato de Servicio brindará cobertura para servicios elegibles llevados a cabo en un centro de servicio o tienda de Microsoft autorizada por nosotros. Para un servicio más rápido, tenga su comprobante de compra (recibo) y el número del Contrato de Servicio disponible cuando haga la llamada. Se le pedirá que proporcione una copia de su comprobante de compra (recibo de compra) al momento del servicio. **NOTA: ESTE CONTRATO DE SERVICIO PUEDE SER ANULADO SI USTED HACE REPARACIONES NO**

AUTORIZADAS. El servicio se prestará durante el horario normal y únicamente en los EE.UU. o Puerto Rico. Todas y cada una las piezas o unidades reemplazadas en virtud de este Contrato de Servicio se convertirán en nuestra propiedad en su totalidad.

RENOVACIÓN: Este Contrato de Servicio puede ser, a nuestra discreción, renovada al vencer su vigencia. Si ofrecemos renovar su cobertura, el precio de renovación citado reflejará la edad de su Producto y el costo de reemplazo prevaleciente del Producto al momento de la renovación.

TRANSFERENCIA DEL CONTRATO DE SERVICIO: Este Contrato de Servicio puede ser transferido a cualquier persona en los Estados Unidos o Puerto Rico al comunicarse con nosotros, libre de cargos, al 1-877-696-7786.

GARANTÍA: Esto no es una póliza de seguro. Hemos obtenido una póliza de seguros para asegurar nuestro desempeño bajo este Contrato de Servicio. Si dejamos de pagar alguna reclamación o dejamos de reemplazar el Producto cubierto bajo este Contrato de Servicio dentro de los sesenta (60) días después de que se devuelva o, si usted desea cancelar este Contrato de Servicio, y nosotros no devolvemos la parte del precio no devengado del Contrato de Servicio, usted tiene derecho a presentar una reclamación directa contra el asegurador, Wesco Insurance Company, al 1-866-505-4048 ó a 59 Maiden Lane, 6th Floor, New York, NY 10038.

CANCELACIÓN: Usted puede cancelar este Contrato de Servicio en cualquier momento. Para gestionar la cancelación de este Contrato de Servicio, llame, libre de cargos, al 1-877-696-7786. Si usted cancela dentro de los primeros treinta (30) días después de adquirir este Contrato de Servicio, se le reembolsará el 100% del precio total de adquisición de su Contrato de Servicio.

Si su solicitud de cancelación se hace después de treinta (30) días siguientes a la adquisición del Contrato de Servicio y durante el período en que la garantía del fabricante asociado con el Producto todavía está en vigor, el monto a ser reembolsado a usted estará basado en el resultado de \$65.00 multiplicado por los años en que el Contrato de Servicio estaba en vigor antes del vencimiento de la garantía del fabricante del producto. Si cobramos más que este resultado, su reembolso será este resultado y nosotros retendremos la diferencia entre la cantidad que le cobramos de usted y este resultado. Si cobramos menos que este resultado, usted recibirá un reembolso proporcional del precio de adquisición del Contrato de Servicio. Si su solicitud de cancelación se hace después del vencimiento de la garantía del fabricante del Producto, usted recibirá un reembolso proporcional del precio de adquisición del Contrato de Servicio, menos el costo de las reparaciones realizadas (si alguna). Si nosotros no efectuamos su devolución dentro del plazo de treinta (30) días a partir de su solicitud de cancelación, nosotros le pagaremos a usted una penalidad adicional de un 10% mensual de la cantidad del reembolso adeudada a usted.

Si nosotros cancelamos este Contrato de Servicio, debemos proporcionarle una notificación escrita con por lo menos quince (15) días de antelación, enviada a la última dirección conocida, con la fecha efectiva de la cancelación y el motivo de la cancelación. Si nosotros cancelamos este Contrato de Servicio, usted recibirá un reembolso basado en el cien por ciento (100%) del precio de adquisición prorrateado no devengado de este Contrato de Servicio.

Este Contrato de Servicio, incluyendo los términos, condiciones, limitaciones, excepciones y exclusiones, y el recibo de compra de su Producto, constituye la totalidad del Contrato de Servicio y ninguna representación, promesa o condición no mencionadas en el presente modificará estos artículos, excepto cuando sea requerido por la ley.

Los términos y condiciones están disponibles en nuestro sitio web en www.microsoft.com, o llame al 1-(800) 723-5440 para obtener una copia por correo.