



# Premium Care (Malaysia) Terms & Conditions

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## 1. Introduction

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Lenovo Technology Sdn Bhd (**Lenovo**) is pleased to provide Lenovo Premium Care (the **Service**) pursuant to these terms and conditions.

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## 2. Definitions

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<b>CRU</b>	means Customer Replaceable Unit (i.e. where a Warrantable Incident can be resolved through the provision of a Part by Lenovo for you to self-install).
<b>Extended Warranty</b>	means the Lenovo Extended Warranty between You and Lenovo for Your supported Lenovo Product(s).
<b>Lenovo</b>	means Lenovo Technology Sdn Bhd of Jalan SS 21/39, Damansara Utama, 47400 Petaling Jaya, Selangor, Malaysia
<b>Limited Warranty</b>	means the Lenovo Limited Warranty between You and Lenovo for Your supported Lenovo Product(s).
<b>SBD</b>	means Same Business Day.
<b>NBD</b>	means Next Business Day.
<b>NBD Onsite Labour</b>	means NBD labour provided by Lenovo at Your registered location to help troubleshoot, diagnose and resolve Warrantable Incidents.
<b>OEM</b>	means Original Equipment Manufacturer.
<b>OEM Supported Software</b>	may include software such as Norton AntiVirus™, Microsoft® Office software, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software and Adobe® Acrobat® software. Lenovo reserves the right to update or amend this list from time to time (which you can identify by calling Lenovo's Premium Care Call Centre).
<b>Part(s)</b>	means a genuine product or part provided by Lenovo which may not be new but will be in good working order and at least functionally equivalent to the original Lenovo product or part.
<b>Product</b>	means any Lenovo branded or third party hardware or software that Lenovo makes available for purchase by You. Hardware Products include personal computers, servers, storage devices and accessories. Software Products include computer software Programs (whether pre-loaded or provided separately) and related licensed materials such as documentation.
<b>Program</b>	means a software Product.
<b>RTD</b>	means Return to Lenovo Service Centre
<b>Service</b>	means Lenovo's Premium Care, the scope of which is defined in these terms and conditions.
<b>TECHNICAL SUPPORT AGENT</b>	means Technical call center agent.
<b>Warrantable Incident</b>	means a defect in materials and/or workmanship under normal use during, and per the terms of, Lenovo's Limited Warranty and Extended Warranty applicable to Your supported Lenovo Product(s).



# Premium Care (Malaysia) Terms & Conditions

**You or Your** means you the purchaser of the Service.

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### 3. What these terms and conditions cover

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- 3.1 To the extent permitted by law, these terms and conditions - together with the Lenovo Limited Warranty and any Lenovo Extended Warranty - are the complete agreement between You and Lenovo regarding the Service.
- 3.2 You agree these terms and conditions supersede and replace any prior oral or written communications between you and Lenovo (or Lenovo Authorized Reseller) regarding the Service.
- 3.3 Any additional, amended or different terms in any order or written communications from You shall be void and of no effect.
- 3.4 These terms and conditions are only valid in Malaysia.

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### 4. Premium Care – Scope of Service

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#### 4.1 24/7 365 Days Contact Center

The Premium Care Call Centre is available 24/7 (including national public holidays). Premium Care it is not Standard/ default offering. It is an add on service - customer has an option to purchase it at an added cost. It is available at additional charges on select systems. It runs concurrently with the limited warranty.

Lenovo will use commercially reasonable efforts to ensure the Premium Care Call Centre is responsive

- a) Troubleshooting and diagnostic assistance;
- b) Original Equipment Manufacturer (“OEM”) Supported Software Support;
- c) information regarding your warranty Incident case management to help track, progress and close;
- d) validation of your product serial number and Service entitlements;
- e) determine whether your issue is a warranty Incident; and determine whether your warranty Incident can be resolved via one of the following (at Lenovo’s discretion); and
- f) On-site Service NBD (Excluding Tablets)

#### 4.2 Warrantable Incident Resolution – Onsite Labour

- (a) Post completion of Premium Care Call Centre troubleshooting, if required (as determined by Lenovo), Lenovowill provide Onsite Labour to Your registered location to address Your Warrantable Incident.
- (b) Onsite Labour is available in Malaysia territories that are reachable by public transportation (excludes off-shore islands and/or remote areas as communicated to You), or other areas as may be approved by Lenovo - provided Premium Care Call Centre phone based troubleshooting has been completed before 3:00pm (Local time), a service provider technician will be dispatched to arrive at Your location on the next business day. This Service is available during normal business hours, Monday through Friday, excluding holidays. Support calls received by the call center after 3:00pm local time will require an additional day (N2BD) to dispatch a service provider technician. This Service is subject to availability of service parts. You must provide a suitable working area for the disassembly and reassembly of the product. Some repairs may need to be completed at a service center. If so, the service provider will send the product to the service center at its expense and return the repaired or replacement product to you at its expense.
- (c) NBD Onsite Labour:
  - (i) are available only on selected models of Lenovo Products;
  - (ii) will be provided between Monday to Friday, 9am – 9pm (local time in Your registered location), excluding Saturday, Sunday and public holidays. Arrival times will depend on Your registered location and Your prompt response to Lenovo’s request for confirmation of arrival time;



# Premium Care (Malaysia) Terms & Conditions

(iii) do not guarantee the resolution of a Warrantable Incident, nor the resolution of the Warrantable Incident within a given period of time;

(iv) require that, where You are not available at Your registered location, the Lenovo service provider will leave contact details to provide evidence of Lenovo's visit. At Lenovo's discretion You may be charged an additional charge for any required follow-up visits.

#### 4.3 **Warrantable Incident Resolution – Remote**

Post completion of Premium Care Call Centre troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve Your Warrantable Incident.

#### 4.4 **OEM Supported Software Support**

OEM Supported Software Support includes Lenovo providing a single point of contact and collaborative assistance to engage with OEMs on OEM Supported Software concerns, pursuant to the following:

- (a) providing operating system and Setup Assistance associated with the OEM Support Software (**Note** - Setup Assistance only includes: support of OEM Support Software; basic/how-to questions; feature definition questions; and OEM available fix/patches assistance and implementation);
- (b) Lenovo's Technical support agent acting as a single point of contact to facilitate communication between You and the OEM;
- (c) until Your issue is identified, isolated and escalated to the OEM, Lenovo's Technical support agent will engage with the OEM to register Your issue. Lenovo's Technical support agent will then monitor the issue and update on status and proposed resolutions;
- (d) it is a pre-condition to this service that You must have all necessary licence and support agreements in place with the OEM;
- (e) Lenovo excludes any and all responsibility or liability for the performance of the OEM's software, products or services; and
- (f) Lenovo does not warrant that any issue will be resolved; and
- (g) You understand and agree that resolutions may not be available from the OEM. You accept that where no resolution is available – or where the resolution is unacceptable to You – that Lenovo's obligation to provide collaborative support is still fulfilled.

#### 4.5 **Comprehensive Software Support**

Lenovo will use reasonable efforts to solve problems that Customer contacts us about but Lenovo cannot be responsible for providing solutions that are either not available or are beyond Lenovo's reasonable knowledge, in particular, but not limited to, if Customer's problem is linked to a non-Lenovo branded software bug. Lenovo shall not be held liable in any way for failure to provide support for such non-Lenovo branded software.

- (i) Preloaded applications
  - (a) Windows® OS
  - (b) Lenovo™ SHAREit
  - (c) Lenovo OneKey™ Recovery
  - (d) Lenovo REACHit



## Premium Care (Malaysia) Terms & Conditions

- (e) Lenovo Companion
- (f) Lenovo Solution center
- (g) Lenovo Utility
- (h) Lenovo APP Explorer
- (i) Lenovo Photo Master
- (j) Lenovo WRITEit (Pen)
- (k) Lenovo Onekey Recovery

(ii) 3rd Party Software (if license is available)

- (a) Adobe® Acrobat® standard
- (b) Power DVD / Power 2 GO
- (c) Drop box (basics only)
- (d) McAfee Live Safe
- (e) MS Office
- (f) Norton Anti-Virus
- (g) Norton – Internet Security
- (h) Skype
- (i) Intel 3D real sense (if pre-loaded by Lenovo)
- (j) MS Office 365

#### 4.6 **Getting Started Assistance**

Box to Boot support, device setup assistance over the phone

- (a) Software Installation:
  - (i) Install software
  - (ii) Setup internet browser
  - (iii) Configure email services
  - (iv) Install and configure anti-virus software on PC
  - (v) Check to ensure your system is compatible with software to be installed
  - (vi) Perform necessary software updates to ensure your Lenovo installed software's are current
  - (vii) Create desktop, start menu and quick launch bar shortcuts that will help you access the application quicker
  
- (b) Connect Lenovo Device to Network:
  - (i) Connect up to 4 devices to your wireless network. Devices may include PCs, tablets, smart phones, game consoles, printers or storage devices
  - (ii) Ensure your new devices are visible and accessible through the network
  - (iii) Configure network security settings and confirm ISP Internet connection
  
- (c) Other Helpful Actions:
  - (i) Lenovo product support and Warranty information
  - (ii) Help guide on Registration process
  - (iii) Hot Fix and patch assistance
  - (iv) Basic "How To" or feature definition questions

#### 4.7 **Annual PC health Check**

This service can be availed at Lenovo Service Centers only.

- (a) Perform a step by step check with our proprietary tune-up tool
- (b) Optimize operating system settings and features to industry benchmarks
- (c) Calibrate memory management



# Premium Care (Malaysia) Terms & Conditions

- (d) Retrieve valuable hard drive free space
- (e) Optimize internet & browser settings
- (f) Schedule defragmentation and bad sector checks
- (g) Update critical Windows files and service packs and enable automatic updates to keep your system healthy
- (h) Leverage the unique features within each operating system version

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## 5. Your Responsibilities

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### 5.1 General

In order to receive the Service, Lenovo requires You to:

- (a) have obtained the necessary permissions to enable Lenovo to access and use Your Products (including any software, data or other information contained within);
- (b) have obtained the necessary permissions to enable Lenovo to attend Your registered location;
- (c) cooperate with, and follow the reasonable instructions of, the Lenovo Technical Support agent or Premium Care Call Centre;
- (d) have the necessary permissions to allow Lenovo to remotely connect to Your Product or system as required to remotely troubleshoot Your Product;
- (e) where Lenovo provides any NBD Onsite Labour at Your registered location, You will provide (at no cost) a safe and sufficient working environment (including access to Your facilities or other electrical products) required to allow Lenovo to provide the Service;
- (f) ensure You have, and maintain, all necessary licenses and support agreements in relation to the OEM Supported Software;
- (g) ensure You maintain the latest minimum release levels or configurations required for the Lenovo Products (<http://support.lenovo.com/hk/en/>) and OEM Supported Software; and
- (h) Complete a back-up of all data, information, software and other applications on Your Products prior to any Service. You are also responsible for removing any confidential, personal or other proprietary information from Your Product as well as any removable media.

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## 6. Exclusions

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### 6.1 General

The following are excluded from the scope of the Services:

- (a) installation or de-installation services;
- (b) relocation services;
- (c) training services;
- (d) cosmetic services, support or accessories;
- (e) third party product or software support outside of OEM Supported Software Support;



# Premium Care (Malaysia) Terms & Conditions

- (f) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You;
- (g) software, spyware, malware or other virus or malicious software removal;
- (h) back-up services;
- (i) advanced wireless, networking or remote installation, set-up or optimization services;
- (j) scripting, programming, software or database design, implementation, development or other programming support;
- (k) repairs necessitated by software problems;
- (l) repairs or support as a result of support, fix, alternation, adjustment or repair by a party other than Lenovo or a Lenovo authorized service provider;
- (m) uninterrupted or error-free operation of a Product;
- (n) loss of, or damage to, Your data;
- (o) damage caused by a non-authorized service provider;
- (p) failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo Product at your request;
- (q) peripheral or third party products, even if installed by Lenovo; and
- (r) Consumable products such as batteries other than as provided as part of the Services.

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## 7. Other Terms

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7.1 Lenovo warrants the Services will be performed with reasonable care and skill.

### 7.2 Replacements

- (a) When a Service involves the replacement of a Product or Part, the replaced Product or Part becomes Lenovo's property and the replacement Product or Part becomes Your property.
- (b) Only unaltered Lenovo Products and Parts are eligible for replacement. The replacement Product or Part provided by Lenovo will be in good working order and functionally equivalent to the original Product or Part. The replacement Product or Part may not be new.
- (c) Except to the extent permitted by law, the replacement Product or Part shall be warranted for the balance of the period remaining on the original Product.
- (d) Products and Parts presented for repair may be replaced by refurbished Products or Parts of the same type rather than being repaired. Products and Parts that are repaired may be repaired using refurbished Parts. Product repair may result in loss of data, if the Product to be repaired is capable of retaining user-generated data.

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## 8. Limitation of Liability

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8.1 Lenovo is responsible for loss or damage to Your Product only while it is in Lenovo's possession or in transit, if Lenovo is responsible for the transportation.

8.2 Neither Lenovo nor any Lenovo service provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal information, contained in a Product.



## Premium Care (Malaysia) Terms & Conditions

- 8.3 Lenovo, including its officers, employees, affiliates, suppliers, resellers, or service providers, shall not be liable for any of the following even if informed of their possibility and regardless of whether the claim is based in contract, tort, warranty, negligence, strict liability or other theory of liability:
- (a) third-party claims for damages;
  - (b) loss of, disclosure of, or damage to, data or confidential or proprietary information;
  - (c) special, incidental, consequential, punitive or indirect damages; or
  - (d) any loss of profits, business, revenue, goodwill or anticipated savings.

In no case shall the total liability of Lenovo, its officers, employees, affiliates, suppliers, resellers or service providers for damages from any cause exceed the amount of actual direct damages, nor the amount paid for the service.

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### 9. General

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- 9.1 Any information exchanged between Lenovo and You is not confidential or proprietary, including any information You disclose over the phone or electronically.
- 9.2 Privacy:
- (a) If You obtain this Service, Your contact information, including name, phone numbers, address, and e-mail address may be collected by Lenovo from You directly or from our authorized service providers and used in connection with performing the Service.
  - (b) Lenovo may also contact You to inquire about Your satisfaction with the Service or to notify You about any product recalls or safety issues.
  - (c) In accomplishing the above purposes, Lenovo may provide Your information to a third party or related entity Lenovo uses to support it in providing the Service. These third parties and related entities may be located outside Malaysia. The relevant countries change from time to time (eg, as Lenovo changes our third party support arrangements) and it is not practicable to list those countries here. By accepting these terms and conditions, You consent and agree to the transfer of our personal data to outside of Malaysia and You accept that such transfer is necessary for the performance of the agreement between You and Lenovo regarding the Service.
  - (d) Lenovo require all parties to whom it discloses Your contact information to only use that information for the purpose of supporting Lenovo to provide the Service and to take appropriate steps to protect Your contact information from unauthorized use or disclosure.
  - (e) Lenovo may also disclose Your contact information where required or permitted by law. Lenovo's privacy policy is available at <http://www3.lenovo.com/my/en/privacy/> Lenovo's policy contains details about its process for managing any queries or complaints regarding handling personal information.

You may make inquiries or complaints, and access or correct such information or limit the processing of personal data by contacting the Data Privacy Officer via telephone at +603 7710 9012 or via e-mail at [Lenovomy@lenovo.com](mailto:Lenovomy@lenovo.com). Note that it will be necessary for Lenovo and the Enterprise of which it is a part to process such information in connection with this Agreement and the Products or Services, without which Lenovo will not be able to carry out its performance of this Agreement. Customer represents and warrants that the consent of individuals whose information Customer has disclosed to Lenovo and the Enterprise of which it is a part have been



## Premium Care (Malaysia) Terms & Conditions

sufficiently obtained to allow Lenovo and the Enterprise of which it is a part to process the same for purposes relating to this Agreement and the Products or Services.

- 9.3 If any provision of these terms and conditions is deemed unenforceable or void, the remaining provisions shall remain in effect.
- 9.4 Nothing in these terms and conditions affect any statutory rights of consumers that may not be waived or limited by contract.
- 9.5 Neither party is responsible for failure to fulfill obligations due to causes beyond their control.
- 9.6 Either party may communicate with the other by electronic means. Such communication is deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.
- 9.7 These terms and conditions are governed by Malaysia laws and the Malaysia courts shall have jurisdiction over disputes. Subject to the rights provided to Lenovo's affiliates as set out in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms.