



PremiumCare (Taiwan) Terms & Conditions PremiumCare(台灣) 條款

(中譯文僅供參考，與原文相較不盡完整，亦有歧異，如有疑義應以英文本為準)

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1. Introduction 前言

Lenovo Technology B.V., Taiwan Branch (**Lenovo**) is pleased to provide Lenovo PremiumCare (the **Service**) pursuant to these terms and conditions.

荷蘭商聯想股份有限公司台灣分公司(下稱「**聯想**」)很高興依據下列條款提供聯想 PremiumCare 服務(下稱「**本服務**」)。

2. Important Notice – Consumer Protection Act 重要說明 – 消費者保護法

THESE TERMS AND CONDITIONS GIVE YOU SPECIFIC LEGAL RIGHTS. YOU ALSO HAVE OTHER RIGHTS AT LAW, INCLUDING UNDER THE TAIWAN CONSUMER PROTECTION ACT. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS OR RIGHTS AT LAW, INCLUDING RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

本條款賦予台端特定法律上之權利。台端亦有其他法律上之權利，包括台灣消費者保護法。本保固並不影響台端之法定或法律上之權利，包括不得以契約拋棄或限制之權利。

You hereby confirm that You have been offered by Lenovo with a reasonable period to review these terms and conditions, and have carefully reviewed the terms and conditions before the agreement of the same.

台端茲確認聯想業提供合理期間供台端審閱本條款，並於同意該等條款前已仔細審閱其內容。

3. Definitions 定義

CRU CRU	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). 係指客戶更換單元(亦即聯想得透過提供零件予台端自行安裝，解決保固事件)。
Extended Warranty 延長保固	means the Lenovo Extended Warranty between You and Lenovo for Your supported Lenovo Product(s). 係指台端與聯想間針對聯想支援產品之聯想延長保固。
Lenovo 聯想	means Lenovo Technology B.V., Taiwan Branch 係指荷蘭商聯想股份有限公司台灣分公司
Limited Warranty 有限保固	means the Lenovo Limited Warranty between You and Lenovo for Your supported Lenovo Product(s). 係指台端與聯想間針對聯想支援產品之聯想有限保固。
SBD 同一營業日	means Same Business Day. 係指同一營業日。
NBD 次一營業日	means Next Business Day. 係指次一營業日。
NBD Onsite Labour 次一營業日現場服務	means NBD labour provided by Lenovo at Your registered location to help troubleshoot, diagnose and resolve Warrantable Incidents. 係指聯想於次一營業日在台端之登錄場所協助問題分析、診斷及解決保固事件所



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提供之服務。

OEM
原廠

means Original Equipment Manufacturer.
係指原始設備製造商。

OEM Supported Software
原廠支援軟體

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 PremiumCare Call Centre).

包括相關軟體，例如 Norton AntiVirus™、Microsoft® Office 軟體、Intuit® QuickBooks® 會計軟體、Adobe® Photoshop® 軟體。聯想保留隨時更新或修改該等清單之權利(台端得致電聯想 PremiumCare 客服中心確認等清單)。

Part(s)
零件

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.

係指聯想所提供之正廠產品或零件，其可能並非新品，但將處於良好工作狀態，且其功能至少等同於原始聯想產品或零件。

Product
產品

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.

係指聯想提供予台端，供台端購買之聯想品牌或第三方品牌之硬體或軟體。硬體產品包括個人電腦、伺服器、儲存裝置及配件。軟體產品包括電腦軟體程式(無論係預載或另外提供者)及相關授權資料，例如文件等。

Program
程式

means a software Product.
係指軟體產品。

RTD
RTD

means Return to Lenovo Service Centre
係指於聯想服務中心退貨。

Service
本服務

means Lenovo's PremiumCare, the scope of which is defined in these terms and conditions.

係指聯想之 PremiumCare，其範圍如本條款之定義。

TECHNICAL SUPPORT AGENT
技術支援代表

means Technical call center agent.
係指技術客戶中心代表。

Warrantable Incident
保固事件

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).

係指在通常使用上有材料及/或作工之瑕疵，且符合適用於台端之聯想支援產品上的聯想有限保固及延長保固條款。

You or Your
台端

means you the purchaser of the Service.
係指您，本服務之買方。



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4. What these terms and conditions cover

本條款規範之項目

- 4.1 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.
於法律允許之前提下，本條款－以及聯想有限保固及聯想延長保固－係台端與聯想關於本服務之完整協議。
- 4.2 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.
台端同意本條款應替代及取代，台端及聯想先前(或聯想授權經銷商)就本服務所為之口頭或書面溝通。
- 4.3 Any additional, amended or different terms in any order or written communications from You shall be void and of no effect.
任何台端以指示或書面溝通所為之額外、修正或歧異條款，應視為無效且不生任何效力。
- 4.4 These terms and conditions are only valid in Taiwan.
本條款僅於台灣有效。

5. PremiumCare – Scope of Service

優質保固－服務範圍

- 5.1 **09:00-24:00 (Mon-Fri), 09:00 – 13:00 (Sat) Contact Center**
09:00-24:00 (Mon-Fri), 09:00 – 13:00 (Sat) 客服中心

The PremiumCare Call Centre is available 09:00-24:00 (Mon-Fri), 09:00 – 13:00 (Sat) (excluding national public holidays). PremiumCare 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 PremiumCare Call Centre is responsive.

PremiumCare 客服中心提供 週一至週五 9:00 - 24:00，週六 9:00 - 13:00 (週日及國定假日除外) 服務。

PremiumCare 並非標準/預設之服務，而係加值服務－客戶得選擇支付額外費用購買。得於系統上選擇額外費用取得優質保固。優質保固係與有限保固併同運作。聯想將盡商業上合理努力確保PremiumCare 客服中心即時回覆。

- a) remote troubleshooting and diagnostic assistance (including possibly connecting to your system or products over a secure internet connection);
遠端問題分析及診斷協助(包括可能透過安全網路連結，連結至台端的系統或產品)；
- b) Original Equipment Manufacturer (“OEM”) Supported Software Support;
原始設備製造商(下稱「原廠」)支援軟體之協助；
- c) information regarding your warranty Incident case management to help track, progress and close;
關於台端的保固事件的案件管理資訊，以協助追蹤、進行及結案；
- d) validation of your product serial number and Service entitlements;
啟動台端之產品序號及本服務使用權；



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- 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
決定台端之問題是否為保固事件；及決定台端之保固事件是否可透過下列方式之一解決(由聯想決定)；及
- f) On-site Service NBD (Excluding Tablets)
次一營業日現場服務(不包括平板電腦)。

5.2 Warrantable Incident Resolution – Onsite Labour 保固事件解決 – 現場服務

- (a) Post completion of PremiumCare Call Centre troubleshooting, if required (as determined by Lenovo), Lenovo will provide Onsite Labour to Your registered location to address Your Warrantable Incident.
於 PremiumCare 客服中心完成問題分析後，如有需要(由聯想決定)，聯想將於台端之登錄場所提供現場服務，回應台端之保固事件。
- (b) Onsite Labour is available in Taipei, New Taipei City or remote locations that are reachable by public transportation (excludes off-shore islands), or other areas as may be approved by Lenovo - provided PremiumCare Call Centre phone based troubleshooting has been completed before 4:30pm 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 4:30pm 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.
現場服務限於台北市、新北市或大眾運輸可到達之偏遠地區(除離島外)，或聯想認可之其他區域 - 若 PremiumCare 客服中心透過電話進行之問題分析於當地時間下午 4:30 時前完成，將於次一營業日指派一名服務供應商之技師至台端之所在地。本服務僅於週一至週五(假日除外)之通常營業時間提供。針對客服中心於當地時間下午 4:30 時後所收到的支援來電，將需額外一日(次二營業日)指派服務供應商之技師。本服務需在現有服務零件的情形下方得提供。台端必須提供合適的工作地點供產品之拆解及組裝。某些維修可能需於服務中心內完成。於此情形，服務供應商將自費把產品送至服務中心，並自費返還維修後或更換後之產品予台端。
- (c) NBD Onsite Labour:
次一營業日現場服務
 - (i) are available only on selected models of Lenovo Products;
僅適用於特定型號之聯想產品；
 - (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;
將於週一至週五(週六、週日及國定假日除外)，上午 9:00 時 – 下午 9:00 時(台端登錄場所之當地時間)提供。到達時間將視台端之登錄場所及是否立即回應聯想要求確認到達時間而定；
 - (iii) do not guarantee the resolution of a Warrantable Incident, nor the resolution of the Warrantable Incident within a given period of time;
不保證可解決保固事件，或在一定期間內解決保固事件；及



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(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.

當台端不在您的登錄場所時，聯想服務供應商將留下連絡方式以證明聯想之到訪。依聯想之決定，就所需之後續到訪，得向台端收取額外費用。

5.3 Warrantable Incident Resolution – Remote

保固事件之解決 - 遠端

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

於 PremiumCare 客服中心完成問題分析後，如有必要(依聯想之決定)，聯想將於遠端試圖回應及解決 台端之保固事件。

5.4 OEM Supported Software Support

原廠支援軟體之支援

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:

原廠支援軟體之支援，包括由聯想依據下列規定，針對原廠支援軟體之問題，提供單一窗口及協助與原廠聯繫：

- (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);
就原廠支援軟體，提供作業系統及安裝協助 (**註** - 安裝協助僅包括：原廠支援軟體之支援；基礎/如何安裝問題；功能定義問題；及原廠提供之修正/補釘協助及應用)；
- (b) Lenovo's Technical support agent acting as a single point of contact to facilitate communication between You and the OEM;
聯想之技術支援代表將擔任單一窗口，協助台端與原廠間的溝通；
- (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;
直到台端之問題經確認、確定並回報予原廠為止，聯想之技術支援代表將與原廠聯繫登錄台端之問題。聯想之技術支援代表將監控問題並更新狀態及預定之解決方案；
- (d) it is a pre-condition to this service that You must have all necessary licence and support agreements in place with the OEM;
此服務之前提為台端必須擁有所有必要的原廠授權及支援合約；
- (e) Lenovo excludes any and all responsibility or liability for the performance of the OEM's software, products or services; and
聯想對於原廠軟體、產品或服務的效能，不負任何責任或義務；及
- (f) Lenovo does not warrant that any issue will be resolved; and
聯想不保證任何問題均可解決；及



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- (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.
台端瞭解並同意原廠可能無法提供解決方案。台端接受當無法取得解決方案 – 或台端無法接受解決方案時 – 仍應視為聯想已盡提供合作支援之義務。

5.5 Comprehensive Software Support 全面軟體支援

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.

聯想將盡合理努力解決客戶聯繫我們所提出之問題，但聯想不負責提供無法取得或超出聯想合理認知之解決方案，特別是但不限於，若客戶之問題係與非聯想品牌軟體之錯誤有關者。聯想在任何方面，對於未能針對該等非聯想品牌軟體提供支援者，不負任何責任。

(i) Preloaded applications

預載應用程式

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

第三方軟體(如有授權)

- (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



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- (i) Intel 3D real sense (if pre-loaded by Lenovo)
- (j) MS Office 365

5.6 **Getting Started Assistance**

開始使用之協助

Box to Boot support, device setup assistance over the phone

透過電話進行開箱至啟動支援、裝置設定協助

(a) Software Installation:

軟體安裝：

- (i) Install software
安裝軟體
- (ii) Setup internet browser
設定網路瀏覽器
- (iii) Configure email services
設置電子郵件服務
- (iv) Install and configure anti-virus software on PC
於電腦內安裝及設置防毒軟體
- (v) Check to ensure your system is compatible with software to be installed
檢查並確保台端之系統與安裝之軟體相容
- (vi) Perform necessary software updates to ensure your Lenovo installed software's are current
進行必要的軟體更新，以確保 台端所安裝之聯想軟體為最新版
- (vii) Create desktop, start menu and quick launch bar shortcuts that will help you access the application quicker
創設桌面、開始清單及快速啟動欄位捷徑，以幫助台端快速進入應用程式

(b) Connect Lenovo Device to Network:

連線聯想裝置至網絡：

- (i) Connect up to 4 devices to your wireless network. Devices may include PCs, tablets, smart phones, game consoles, printers or storage devices
最多連線四款裝置至 台端之無線網絡。裝置包括電腦、平板電腦、智慧型手機、遊戲機、印表機或儲存裝置
- (ii) Ensure your new devices are visible and accessible through the network
確保台端之新裝置可顯示並可透過網絡存取
- (iii) Configure network security settings and confirm ISP Internet connection
設置網絡安全設定並確認ISP網路連線

(c) Other Helpful Actions:

其他有益之行動

- (i) Lenovo product support and Warranty information
聯想產品支援及保固資訊
- (ii) Help guide on Registration process
協助指導登錄流程
- (iii) Hot Fix and patch assistance



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最新修正及補釘協助。

- (iv) Basic “How To” or feature definition questions
基本「如何操作」或功能定義問題

5.7 **Annual PC health Check** **年度電腦健檢**

This service can be availed at Lenovo Service Centers only.
此服務僅於聯想服務中心提供。

- (a) Perform a step by step check with our proprietary tune-up tool
使用專屬調教工具逐步檢驗
- (b) Optimize operating system settings
最佳化作業系統設定
- (c) Calibrate memory management
校正記憶體管理
- (d) Retrieve valuable hard drive free space
回復重要硬碟可用空間
- (e) Optimize internet & browser settings
最佳化網路及瀏覽器設定
- (f) Schedule defragmentation and bad sector checks
安排磁碟重組及壞軌檢查
- (g) Update critical Windows files and service packs and enable automatic updates to keep your system healthy
更新重要 Windows 檔案及服務包及啟動自動更新，俾使台端之系統健全

Above testing and checking are executed by Lenovo tools and Windows built-in tools.
以上之測試與檢查是通過聯想工具和 Windows 內置系統執行

6. **Your Responsibilities** **台端之責任**

6.1 **General** **一般條款**

In order to receive the Service, Lenovo requires You to:
為接受本服務，聯想要求台端：

- (a) have obtained the necessary permissions to enable Lenovo to access and use Your Products (including any software, data or other information contained within);
已取得必要之許可，使聯想得存取或使用台端之產品(包括任何軟體、數據或其他內含之資訊)；
- (b) have obtained the necessary permissions to enable Lenovo to attend Your registered location;
已取得必要之許可，使聯想得進入台端之登錄場所；
- (c) cooperate with, and follow the reasonable instructions of, the Lenovo TECHNICAL SUPPORT AGENT or PremiumCare Call Centre;



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與聯想技術支援代表或 PremiumCare 客服中心合作，並遵照其合理指示；

- (d) have the necessary permissions to allow Lenovo to remotely connect to Your Product or system as required to remotely troubleshoot Your Product;
已有必要之許可，於有需要進行遠端問題分析時，允許聯想得遠端連線至台端之產品或系統；
- (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;
若聯想於台端之登錄場所提供次一營業日現場服務，台端將(免費)提供所需之安全及充足的工作環境(包括進入台端之設施或其他電子產品)，使聯想得以提供本服務；
- (f) ensure You have, and maintain, all necessary licenses and support agreements in relation to the OEM Supported Software;
確保台端就原廠支援軟體，擁有及維持所有必要的授權及支援合約；
- (g) ensure You maintain the latest minimum release levels or configurations required for the Lenovo Products (<http://support.lenovo.com/tw/en/>) and OEM Supported Software; and
確保台端就聯想產品(<http://support.lenovo.com/tw/en/>)及原廠支援軟體所需維持最新的最低發布等級或規格；及
- (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.
於提供本服務前，完成所有產品內之資料、資訊、軟體及其他應用程式之備份。台端亦應負責移除產品內之所有機密、個人或其他專屬資訊，以及可移除之媒體。

7. Exclusions 除外條款

7.1 General 一般條款

The following are excluded from the scope of the Services:
下列事項不在本服務之範圍內：

- (a) installation or de-installation services;
安裝或解除安裝服務；
- (b) relocation services;
遷移服務；
- (c) training services;
訓練服務；
- (d) cosmetic services, support or accessories;
外觀修整服務、支援或配件；



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- (e) third party product or software support outside of OEM Supported Software Support;
第三方產品或原廠支援軟體以外的軟體支援；
- (f) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You;
因濫用、意外、修改、不適合之實體或作業環境、自然災害、功率變動或台端不適當的維護所導致的故障或損壞；
- (g) software, spyware, malware or other virus or malicious software removal;
移除軟體、間諜軟體、惡意軟體或其他病毒或惡意軟體；
- (h) back-up services;
備份服務；
- (i) advanced wireless, networking or remote installation, set-up or optimization services;
進階無線、網絡或遠端安裝、設置或最佳化服務；
- (j) scripting, programming, software or database design, implementation, development or other programming support;
編碼、程式、軟體或資料庫設計、應用、開發或其他程式支援；
- (k) repairs necessitated by software problems;
因軟體問題的必要修復；
- (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;
因聯想或聯想授權服務供應商以外之當事人進行支援、修補、修改、調整或維修所導致之維修或支援；
- (m) uninterrupted or error-free operation of a Product;
產品運作未中斷或正確無誤；
- (n) loss of, or damage to, Your data;
台端資料之遺失或毀損；
- (o) damage caused by a non-authorized service provider;
非授權服務供應商所導致之毀損；
- (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;
第三方產品所導致之故障或毀損，包括聯想依台端之要求所提供或整合至聯想產品內者；
- (q) peripheral or third party products, even if installed by Lenovo; and
週邊產品或第三方產品，縱使係聯想所安裝者；及
- (r) consumable products such as batteries other than as provided as part of the Services.
消耗性產品，例如非基於本服務之一部分所提供的電池。



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8. Other Terms 其他條款

8.1 Lenovo warrants the Services will be performed with reasonable care and skill.
聯想保證將以合理的注意及技能履行本服務。

8.2 Replacements 更換

- (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.
當本服務涉及更換產品或零件，經更換之產品或零件將成為聯想的財產，而更換後之產品或零件成為台端之財產。
- (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.
僅未經變更之聯想產品及零件符合更換之條件。聯想所提供之更換後之產品或零件，將處於良好工作狀態且其功能將等同於原始產品或零件。更換後之產品或零件可能非新品。
- (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.
除法律允許者外，更換後之產品或零件的保固期為原始產品剩餘之保固期間。
- (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.
供維修之產品及零件除可對其進行維修者外，尚得以相同型式之整新產品或零件更換之。維修之產品及零件得使用整新零件維修之。若供維修之產品可儲存使用者資料，產品維修可能導致資料遺失。

9. Limitation of Liability 責任限制

9.1 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.
聯想僅於持有產品或運送期間(如聯想應負責運送)時，始就台端產品之遺失或毀損負責。

9.2 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.
聯想或聯想服務供應商對資料之遺失或揭露概不負責，包括產品內含之機密資訊、專屬資訊或個人資訊。

9.3 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:
聯想，包括其主管、員工、關係企業、供應商、銷售商或服務供應商，對於下列事項概不負責，縱使渠等知悉其發生之可能性，且不論該等主張或請求係基於契約、侵權行為、保固、過失、嚴格責任或其他責任理論：



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- (a) third-party claims for damages;
第三方請求之損害；
- (b) loss of, disclosure of, or damage to, data or confidential or proprietary information;
資料或機密資訊或專屬資訊之遺失、揭露或毀損；
- (c) special, incidental, consequential, punitive or indirect damages; or
特別性、附帶性、衍生性、懲罰性或間接損害；或
- (d) any loss of profits, business, revenue, goodwill or anticipated savings.
任何利潤、營業、收益、商譽或預期節省之損失。

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.

在任何情況下，聯想、其主管、員工、關係企業、供應商、銷售商或服務供應商針對任何原因所生之損害的全部責任，不得超過實際直接損害或針對服務所支付之金額。

10. General 一般條款

10.1 Any information exchanged between Lenovo and You is not confidential or proprietary, including any information You disclose over the phone or electronically.

聯想與台端所交換之任何資訊，包括台端透過電話或電子方式所揭露之任何資訊，均非機密或專屬資訊。

10.2 Privacy:
隱私權：

- (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.
若台端取得本服務，聯想得直接自台端或自其授權服務供應商蒐集您的聯絡資訊，包括姓名、電話號碼、地址及電子郵件地址，並用於有關本服務之履行。
- (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.
聯想得聯絡台端詢問您對本服務的滿意度，或通知台端關於產品召回或安全性之問題。
- (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 Taiwan, for which the PremiumCare Call Centre will be located at Malaysia or other relevant countries. 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 Your personal data to outside of Taiwan and You accept that such transfer is necessary for the performance of the agreement between You and Lenovo regarding the Service.



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為達成上述目的，聯想得將 台端之資訊提供予聯想使用支援其提供本服務之第三方或相關企業，其中 PremiumCare 客服中心係位於馬來西亞或其他相關國家。該第三方及相關企業可能位於台灣境外。相關國家可能隨時變更(例如當聯想變更其第三方支援安排時)，因此無法於此列該等國家清單。接受本條款即代表台端並同意且接受將個人資料傳輸至台灣境外，且台端接受該等傳輸對於台端及聯想間關於本服務之合約履行具有必要性。

- (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.
聯想要求所有接受台端之聯絡資訊之當事人，僅可在支援聯想提供本服務之目的內使用該等資訊，並採取適當措施保護台端之聯絡資訊，免受未經授權之使用或揭露。
- (e) Lenovo may also disclose Your contact information where required or permitted by law. Lenovo's privacy policy is available at <https://www3.lenovo.com/tw/zh/privacy/> Lenovo's policy contains details about its process for managing any queries or complaints regarding handling personal information.
聯想得於法律要求或允許之情形下揭露台端之聯絡資訊。聯想之隱私權政策請參閱 <https://www3.lenovo.com/tw/zh/privacy/>。聯想的政策包含其管理詢問或關於處理個人資料之客訴的程序。

10.3 If any provision of these terms and conditions is deemed unenforceable or void, the remaining provisions shall remain in effect.

若本條款之條文被視為無法執行或無效之情形，其餘條文仍應有效。

10.4 Nothing in these terms and conditions affect any statutory rights of consumers that may not be waived or limited by contract.

本條款不影響不得以契約免除或限制之消費者法定權利。

10.5 Neither party is responsible for failure to fulfill obligations due to causes beyond their control.

各方當事人若因無法控制之原因而未能履行其義務，概不負責。

10.6 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.

各方當事人得以電子之方式與他方當事人聯繫。該等聯繫在適用之法律允許之前提下應視為書面之方式作成。電子文件中所包含之身分代碼應足以確認寄送人之身分及文件的真實性。

10.7 These terms and conditions are governed by Taiwan law and the Taiwan Taipei District courts shall have jurisdiction over disputes for first instance.

本條款之準據法為台灣法，相關爭議應以台灣台北地方法院為第一審管轄法院。