



## Lenovo Personal Computing Devices Services Agreement

**NOTICE: PLEASE READ THE FOLLOWING TERMS CAREFULLY. THIS LENOVO PERSONAL COMPUTING DEVICES SERVICES AGREEMENT WITH ANY OF ITS ATTACHMENTS ("AGREEMENT") IS A BINDING LEGAL AGREEMENT BETWEEN YOU ("CUSTOMER" OR "YOU") AND THE LENOVO AFFILIATE DESCRIBED BELOW ("LENOVO" OR "WE"). YOU ACCEPT THESE TERMS BY USING OR REGISTERING A SERVICE. IF YOU DO NOT WISH TO ACCEPT THESE TERMS DO NOT USE OR REGISTER THE SERVICE. INSTEAD, NOTIFY LENOVO OR YOUR SELLER WITHIN THIRTY (30) DAYS OF PURCHASE DATE TO CANCEL. EXCEPT AS OTHERWISE PROVIDED IN PART 2 OF THIS AGREEMENT, IF A SERVICE IS USED OR REGISTERED AT ANY TIME, LENOVO WILL NOT PROVIDE A REFUND. THIS AGREEMENT CONSISTS OF THE FOLLOWING PARTS:**

**PART 1- GLOBAL TERMS**

**PART 2- COUNTRY SPECIFIC TERMS**

**THE TERMS OF PART 2 REPLACE OR MODIFY TERMS OF PART 1 ONLY AS SPECIFIED FOR A PARTICULAR COUNTRY.**

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### PART 1 - GLOBAL TERMS

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#### **Contracting Entity:**

This Agreement is between you and Lenovo entity in the country in which you purchased the Service. If no affiliate in the country of purchase is identified by Lenovo then the Lenovo contracting entity is Lenovo PC HK Ltd.

#### **1 What This Agreement Covers**

This Agreement, together with the Lenovo Limited Warranty, is the complete agreement between you and Lenovo regarding Warranty Extension, Warranty Upgrade, Post Warranty, and Other Services (each a "Service" or collectively "Services"), sold via a part number specified on your invoice or order confirmation. It supersedes and replaces prior oral or written communications between you and Lenovo regarding the Service or Services specified in this Agreement. Additional terms in any order or written communications from you shall be void. This Agreement modifies the Lenovo Limited Warranty only as specified below. Capitalized terms used but not defined in this Agreement shall have the meaning given to them in the Lenovo Limited Warranty, which can be viewed at [http://www.lenovo.com/warranty/llw\\_02](http://www.lenovo.com/warranty/llw_02). **Not all Services are available in all regions, countries or products.** This Agreement only applies to the specific Service you purchased.

#### **2 What This Agreement Does Not Cover**

**This Agreement does not apply to Lenovo Servers, Storage and Phone products.**

**Lenovo shall have no responsibility for the following:**

- (i) uninterrupted or error-free operation of a product or Service;
- (ii) loss of, or damage to, your data ;
- (iii) any software programs, whether provided with a product or installed subsequently;
- (iv) failure or damage resulting from misuse, abuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, improper maintenance, or use not in accordance with product information materials;
- (v) damage caused by a non-authorized service provider,
- (vi) 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;
- (vii) products or parts from a Lenovo product or non-Lenovo product with an altered identification label or from which the identification label has been removed.; or
- (viii) any pre-existing defects in your product that occurred on or before the date of this Agreement.

### 3 Registration and Activation

Registration is the process by which Lenovo entitles your hardware product to the Service you have purchased. Service needs to be registered with Lenovo within thirty (30) days of the purchase date. Depending on the Service purchased, activation may be required in addition to registration. The activation process provides location data required to deliver specific service levels as detailed in Section 6.

### 4 Obtaining Service

Contact Lenovo or a Lenovo-Authorized Service Provider ("Service Provider") or Lenovo authorized reseller, if purchased from a reseller, in the country of purchase. You must follow the problem determination and resolution procedures as specified. Service Provider may attempt to diagnose and resolve your problem by telephone, e-mail or remote assistance. For additional information, visit [support.lenovo.com](http://support.lenovo.com).

### 5 Availability of the Service

The specified level of Service may not be available in all locations. Even where Service is indicated as available, there may still be certain geographical limitations such as islands and remote regions or a lack of trained personnel which prevent the provision of Service. Even if Service is indicated as not available, Lenovo may still be able to address your requirements.

### 6 Service Offerings

Services are only compatible with certain products as described in this Agreement and as specified on your invoice.

#### 6.1 Service Definitions

##### A. Customer Replaceable Unit ("CRU")

A CRU is a replacement part that Service Provider will ship for installation by you. CRUs that are easily installed by you are called "Self-service CRUs". Installation of Self-service CRUs is your responsibility. "Optional-service CRUs" are CRUs that require technical skill and tools. Service Provider may install Optional-service CRUs or Self Service CRUs if an optional Service is purchased. You may find CRUs and their designation at [support.lenovo.com/partslookup](http://support.lenovo.com/partslookup) or by contacting Lenovo Representative.

##### B. Field Replacement Units ("FRU")

A FRU is a replacement part that is not a CRU. The installation of a FRU will be handled by a service technician.

##### C. Technician Installed CRUs ("TICRU")

A TICRU is used if a problem with your product may be remedied with a CRU to replace an internal part. A service technician will be dispatched to your location to install the CRU. Replacement of external parts with a CRU remains your responsibility.

##### D. On-site Service

On-site Service means if a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. This Service is available during normal business hours, Monday through Friday, excluding holidays. You must provide a suitable working area for the disassembly and reassembly of the product. For service provided at a residence, an adult must be present at all times during the service technician's visit. At Lenovo's discretion for further investigation, performance test, etc., some repairs may need to be completed at a service center. If so, Service Provider will send the product to the service center at its expense and return the repaired or replacement product.

**On-site Services are only available in certain locations. For certain products service areas may be found at [www.lenovocator.com](http://www.lenovocator.com) or by contacting Lenovo representative. Additional charges may apply outside a Service Provider's normal service area.**

##### E. Hours of Field Service Coverage

- Business Hours: 9x5 coverage is defined as 9 hours per day, 5 days per week, during normal business hours, excluding local public & national holidays
- 24/7 Hours: 24x7 coverage is defined as 24 hours per day, 7 days per week, 365 days per year.

##### F. 8 Hour Response time

8 hour response time target is the time period from when the telephone based troubleshooting is completed and logged, to the delivery of the CRU or arrival of a service technician at your location. This 8-hour period is in addition to the average problem determination time from call placement for both parties to determine problem and define the required action plan.

##### G. 4 Hour Response time

4 hour response target time is the time period from when the telephone based troubleshooting is completed and logged, to the delivery of the CRU or arrival of a service technician at your location. This 4-hour period is in addition to the average problem determination time from call placement for both parties to determine problem and define the required action plan.

##### . Lenovo Representative

A Lenovo Representative shall mean to include Lenovo sales, contact center agent, Lenovo authorized reseller or distributor.

#### 6.2 Service Offering Descriptions

##### A. Warranty Extension

The duration of any extended warranty for your product will be for the period you purchase, commencing on the start date of the original base warranty. Any extension must be purchased during the product's original base warranty (for example if original warranty is 1 year and Warranty Extension is purchased for 3 years, then the total number of years for Warranty Extension is 3 year). Parts consumed through use of the product for example stylus, digitizer pen, and batteries are not covered by this Service. Warranty Period for all Lenovo batteries, stylus, and digitizer pens are limited to 12 months unless otherwise specified. Unless you purchase a separate Battery Warranty Extension, the warranty period for your battery will expire at the end of the period specified in your Lenovo Limited Warranty.

#### **B. Battery Warranty Extension**

The duration of the extended Lenovo Limited Warranty for the battery in your product will be for the period you purchase, beginning on the start date of your battery's original base warranty period. You are entitled to one battery replacement in the event of battery failure during the extended period after your battery's original base warranty period. The battery in your product is a CRU, so a replacement battery will be shipped to you. This Service must be purchased before the end of your product's original battery base warranty period.

#### **C. Sealed Battery Warranty Extension**

The duration of the extended Lenovo Limited Warranty for the battery in your product will be for the period you purchase, beginning on the start date of your battery's original base warranty period. You are entitled to one battery replacement in the event of battery failure during the extended period after your battery's original base warranty period. The battery in your product is a sealed battery and is not a CRU, so your battery will be replaced at a depot or at your location depending on the Warranty Upgrade purchased. This Service must be purchased before the end of your product's original battery base warranty period.

#### **D. Warranty Upgrade**

The service type of your Lenovo Limited Warranty and any applicable Warranty Extension will be upgraded to the Service type below according to the Warranty Service Upgrade options you purchase. For a system upgrade to be honored, the system must also be covered by the original or extended warranty.

**D.1. Depot Service:** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center. You are responsible for disconnecting the product and packing it in the shipping container along with any other parts or information required by Lenovo, and return product to the designated service center. Shipping expenses will be paid by the Service Provider.

Upon resolution, Lenovo will ship the product at your registered location. You will be liable for the cost of any parts not packaged and mailed with the product.

**D.2. Carry In:** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center at your risk and expense. After the product has been repaired or exchanged, it will be made available to you for collection. If you fail to collect the product within a reasonable period, Service Provider may dispose of the product as it sees fit, with no liability to you.

**D.3. Expedited Depot** If a problem with your product cannot be resolved via telephone or through the use of a CRU, your product will be repaired or replaced at a designated service center with expedited turnaround. You are responsible for disconnecting the product and packing it in the shipping container for the return of your product to the designated service center. Shipping expenses will be paid by Service Provider.

**D.4. On-Site Service:** If a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. This Service is available during normal business hours, Monday through Friday, excluding holidays. .

**D.5. On-Site Service – Second Business Day Response (“SBD”):** If a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. A service technician will be dispatched to arrive at your location within two business days. This Service is available during normal business hours, Monday through Friday, excluding holidays. Support calls received by the call center after 4:00pm local time will require an additional day to dispatch a service technician.

**D.6. On-Site Service – Next Business Day Response (“NBD”):** If a problem with your product cannot be resolved via telephone or through a CRU, repair will be performed at your location. A service 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 4:00pm local time will require an additional day to dispatch a service technician. This Service is subject to availability of service parts. .

**D.7. On-Site Service – 8-hour Response (24x7) Response:** If a problem with your product cannot be resolved via telephone, repair will be performed at your location. After you follow the telephone problem determination, a service technician will be dispatched to your location within eight hours as described under the response time section of this agreement. This Service is available 24 hours per day, 7 days per week, and 365 days per year. You must follow the telephone problem determination procedures before a service technician will be dispatched. Provision of this Service is dependent on the availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at [www.lenovo.com/activation](http://www.lenovo.com/activation). This Service may not be available for up to thirty (30) days after location activation.

**D.8. On-Site Service – 4-hour Response (Business Hours):** If a problem with your product cannot be resolved via telephone, repair will be performed at your location within 4 hours as described under the response time section of this agreement. After you follow the telephone problem determination, a service provider technician will be dispatched to your location. You must follow the telephone problem determination procedures before a service technician will be dispatched. This Service is available during normal business hours, Monday through Friday, excluding holidays. This Service is subject to availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at <http://www.lenovo.com/registration>. This Service may not be available for up to thirty (30) days after location activation.

**D.9. On-Site Service – 4-hour Response (24x7):** If a problem with your product cannot be resolved via telephone, repair will be performed at your location. After you follow the telephone problem determination, a service provider technician will be dispatched to your location within 4 hours. This Service is available 24 hours per day, 7 days per week, 365 days per year. You must follow the telephone problem determination procedures before a service technician will be dispatched. Provision of this Service is dependent on the availability of service parts. This Service and the location of your product must be activated with Lenovo. If you change your product's location, you must update your location activation. Instructions for location activation can be found at <http://www.lenovo.com/registration>.

**D.10. International Warranty Service Upgrade:** International Warranty Service Upgrade ("IWS Upgrade") enables customers who travel with an IWS Upgrade to receive Service in eligible countries other than the country in which the Service was purchased. The length of IWS Upgrade is based upon the original warranty period assigned in the country of origin where the machine type was first sold. The Service delivery will be determined by the destination country subject to Service capabilities and parts availability in the destination country. Lenovo makes no commitment that the same method of service purchased in the original country will be provided in the destination country. Service procedures vary by country, and some service and/or parts may not be available in all countries. This may result in select parts being replaced by local country equivalents. Certain countries may require additional documentation, such as proof of purchase or proof of proper importation, prior to performing IWS Upgrade. Service delivery capabilities for specific countries may be found in the Safety, Warranty and Setup Guide for your machine type

## 6.3 Other Services Offerings

### A. Technician Installed CRUs

If a problem with your product may be remedied with a CRU to replace an internal part, a service technician will be dispatched to your location according to your applicable service type to install the CRU. Replacement of external parts with a CRU remains your responsibility.

### B. Keep Your Drive

Keep Your Drive, allows you to retain a defective drive that is replaced under the Lenovo Limited Warranty. This Service applies to the original drive in your product and any replacement storage drive provided for your product under the Lenovo Limited Warranty. You must provide Lenovo serial number of each drive which you retain under this Service and execute any document provided by Lenovo acknowledging your retention of the hard drive. This Service does not apply to any drive provided by Lenovo for a product not purchased by you.

### C. Accidental Damage Protection ("ADP")

This Service covers operational or structural failure caused by:

- (i) liquid spills on the keyboard,
- (ii) unintentional bumps or drops from not more than fifteen (15) feet or five (5) meters,
- (iii) an electrical surge that damages the product's circuitry, or failure of the integrated screen, Lenovo will repair or replace (in its sole discretion) the product; provided, however, that the damage to the product is caused by an accident and is unintentional.

This Service only covers components installed in your product at the time of purchase, including the internal central processing unit, integrated hard disk drive, integrated optical drive, integrated keyboard, integrated pointing devices, integrated screen, optional features installed by Lenovo at the time of purchase, and other components that Lenovo includes as a standard feature with the product.

#### **This Service does not cover the following:**

- a. CRU batteries, light bulbs, memory disks, wire connections, AC adapters, carrying cases or folios, stylus or digitizer pens, cradles, docking stations, port replicators, external keyboards, printers, scanners, external drives, software (preloaded or purchased separately), tapes, CDs, DVDs, film or other media, external modems, external speakers, monitors, external mice or other input/output devices, projectors,
- b. any other components not internal to the product, any pre-existing defects in your product that occurred on or before the date of this Agreement, optional features not installed by Lenovo at the time of purchase, accessories purchased in addition to the base unit, third-party products (those not bearing the Lenovo logo) even if sold by Lenovo, products not purchased from Lenovo or any products repaired by anyone other than Lenovo or a service provider authorized by Lenovo.
- c. Normal wear and tear of the product;
- d. Parts intended to be replaced or consumed - e.g., batteries, stylus, digitizer pen, etc
- e. Cosmetic damage (e.g., scratches, dents, or cracks that do not affect the product's functionality or structural integrity);
  - i. Damage from abuse, misuse, unauthorized modification, unsuitable physical or operating environments, improper maintenance by anyone other than Lenovo-authorized service providers, removal of original parts or alteration of product or identification labels;

- ii. Damage caused by a product not covered under this Agreement or caused by biohazards or human or animal bodily fluids; or
- iii. Theft, loss or damage from fire, flood, or natural disaster, war, terrorism, acts of God

**Purchase Period for ADP:** ADP must be purchased with the product or within ninety (90) days of product purchase. **Coverage Period for ADP:** ADP shall begin on the warranty start date of the product. It will expire at the end of the period specified in your invoice. The Coverage Period terminates immediately if your product is replaced under this Agreement. **Waiting Period for ADP:** When ADP is purchased subsequent to the purchase of your product, you may not exercise your rights to Service for thirty (30) days from the purchase date of the Service. Lenovo reserves the right to inspect your product prior to agreeing to provide Service, when Service is purchased subsequent to the purchase of your product.

#### **D. Priority Technical Support**

This Service provides 24x7 accesses to advanced-level technicians. When you contact a technician, you must follow the problem determination procedures as directed by the technician. The technician will attempt to diagnose and resolve your problem over the telephone and may direct you to download and install software updates. If a problem covered by the Lenovo Limited Warranty cannot be resolved via telephone, repair services will be arranged by the technician according to the applicable warranty service.

##### **D.1 Lenovo and Third-Party Software Support for Priority Technical Support**

Lenovo will provide direct telephone support for installation and basic usage problems for core software (supported software defined by Lenovo and third party software provider). If Lenovo determines the performance of your product is related to a third-party software application (included on collaborative list between Lenovo and third party software provider), Lenovo will contact the third-party software supplier, open a service request on your behalf, and transfer your call to the software supplier. Lenovo is not responsible for third-party software or the acts or omissions of any software supplier. This Service is only available if you have the necessary licenses, support agreements, and entitlements from the software supplier. This Service is available for support of Lenovo software subject to the terms of your software license agreement with Lenovo.

#### **E. Premier Support**

Lenovo shall provide:

##### **E.1 Premier Support Contact Center to facilitate:**

- a) remote troubleshooting and diagnostic assistance (including possibly connecting to your system or products over a secure internet connection);
- b) Original Equipment Manufacturer (“OEM”) Supported Software Support (for systems only);
- c) help with configuration, including resolution refresh rate, display setting, multi-monitor interoperability, connecting to a projector or TV, and support on popular software, device drivers, games, app settings and computer-aided design software (for monitors only);
- d) information regarding your warranty Incident case management to help track, progress and close;
- e) validation of your product serial number and Service entitlements;
- f) 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);
- g) On-site Service NBD (for systems only); and
- h) Product Exchange Service NBD (for monitors only).

##### **E.2 Technical Account Manager (“TAM”) to provide:**

- a) end-to-end case management regarding your warranty incidents to help track, progress and close;
- b) escalation management and a single, designated point of contact for all your warranty Incident management;
- c) where required, coordinate or implement On-site Service NBD (for systems only);
- d) support for preliminary network connectivity requests (for systems only);
- e) where required, coordinate or implement Product Exchange Service NBD (for monitors only); and
- f) online support to Lenovo support forums.

##### **E.3 Warranty Incident Resolution – Remote for Premier Support**

Post completion of Premier Support Call Center troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve your warranty Incident.

##### **E.4. Parts Prioritization for Premier Support**

Prioritization of parts allocation for your warranty incidents.

##### **E.5 OEM Supported Software Support for Premier Support**

OEM Supported Software Support includes 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 TAM 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 TAM will engage with the OEM to register your issue. Lenovo’s TAM will then monitor the issue and update on status and proposed resolutions;

- d) you must have all necessary license and support agreements in place with the OEM prior to the Service;
- e) Lenovo has no responsibility or liability for the performance of the OEM's software, products or services;
- f) Lenovo does not warrant that any issue will be resolved;
- g) 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.
- a) you must have all necessary licenses and support agreements in relation to the OEM Supported Software;
- h) you must maintain the latest minimum release levels or configurations required for the Lenovo products (per [support.lenovo.com](http://support.lenovo.com)) and OEM Supported Software

#### **E.6. Smart Office Services**

Lenovo shall provide the following remote and Onsite Smart Office Services ("Smart Office Services") with Lenovo branded Think Smart Hub 500, Think Smart Hub 700 and its follow-on Smart Office Products ("Smart Office Products"). Smart Office Services are available with Smart Office Products only and for select countries as specified on your invoice or order documentation. To obtain Smart Office Services, Customers must follow the registration/entitlement process outlined in this Agreement within 30 days of purchase date of Smart Office Service. Customer shall provide access to its site, networks and personnel as necessary for the completion of each Smart Office Service selected by Customer. In addition, Customer shall provide to Lenovo written confirmation of Smart Office Service details prior to Lenovo commencement of each Smart Office Service. Unless agreed otherwise between Lenovo and Customer in advance, Smart Office Services are available during normal business hours, Monday through Friday, excluding holidays.

**E.6.1. ASSESS Service:** Lenovo shall remotely assess readiness of Customer environment to support Smart Office Products. Lenovo shall provide an assessment report in support of Assess Service. Customer shall complete the registration process prior to commencement of ASSESS Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

**E.6.2. DEPLOY Service:** Lenovo shall remotely configure, integrate and verify installation of Smart Office Products into Customer's environment. Lenovo will not install backend servers or services, or other infrastructure requirements needed to support Smart Office Products. Customer shall be responsible for ensuring that Smart Office Products function in Customer's environment. Lenovo shall advise on remediation steps if there are issues with integration of Smart Office Products in Customers' environment.

**E.6.3. TRAIN Service:** Lenovo shall remotely provide general training and documentation to assist Customer understand (i) function and operation of Smart Office Products, (ii) how to assess whether Customer environment can support Smart Office Products, (iii) deployment of Smart Office Products within Customer environment and (iv) general maintenance and troubleshooting of issues with Smart Office Products. Customer shall complete the registration process prior to commencement of TRAIN Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

**E.6.4. MAINTAIN Service:** Lenovo shall remotely provide Customers who have installed Smart Office Products within their environments with ongoing technical support, problem determination, and recommended fixes to keep Smart Office Products performing properly for the duration of the MAINTAIN Service. Lenovo will assist Customer in identifying any software-related issues and provide guidance for any recommended software upgrades and provide guidance on 3rd-party interoperability and integration with Smart Office Products. MAINTAIN Service is valid for the specified time from the date of purchase.

**E.6.5. Full Onsite Service:** Lenovo shall provide onsite service for deployment of Smart Office Products which includes configuration, integration, customization, optimization, and verifying installation of Smart Office Product into Customer's environment, including trouble-shooting and resolving installation issues to ensure Smart Office Product is set-up and working properly within Customer's environment. Full-Onsite Services are limited to one physical location of Customer unless otherwise mutually agreed by Lenovo and Customer. Customer must provide access to its facilities and network infrastructure, make appropriate personnel available to facilitate the Service and provide a suitable working area for the Service. Lenovo shall not be responsible for alterations to Customer's facility, including but not limited to cabling, moving furniture, relocating or tearing down partitions or walls on Customer premises. Customer shall complete the registration process prior to commencement of Full Onsite Service at [www.lenovo.com/registration](http://www.lenovo.com/registration)

#### **F. International Service Entitlement ("ISE")**

##### **F.1 ISE Sealed Battery and Keep Your Drive**

ISE enables customers who travel with, or relocate any Lenovo product to receive Sealed Battery Service and/or Keep Your Drive (KYD) Service in any country where such Service is announced and sold by Lenovo or Lenovo authorized resellers. The length of Service is based upon the original warranty period assigned in the country of origin where the Service was first sold by Lenovo or a Lenovo authorized reseller. ISE must be purchased in addition to, Sealed Battery and KYD but only once for any combination of the Services. All Services may not be available in all countries and for all products.

##### **F.2 ISE Accidental Damage Protection**

ISE enables customers who travel with, or relocate any Lenovo product to receive Accidental Damage Protection (ADP) in any country where such Service is announced and sold by Lenovo or Lenovo authorized resellers. The length of Service is based upon the original warranty period assigned in the country of origin where the Service was first sold by Lenovo or a Lenovo authorized reseller. ISE must be purchased in addition to ADP, but only once for any combination of the Services.

#### **G. Post Warranty Service**

If Post Warranty Service is purchased before the base warranty or other Service described in this Agreement expires, it will begin the day after the base warranty or other Service purchased expires. If Post Warranty Service is purchased after the base warranty or other Service purchased expires, Post Warranty Service begins on the day of purchase. Post Warranty Service is available for Lenovo products only if the product is in good working order as determined by Lenovo. Lenovo reserves the right to inspect a product within one month from the purchase date of Post Warranty Service. If Lenovo determines the product is not in good working order, Lenovo will notify you and advise you of the cost to place the product in good working order. If you elect not to

have the product placed in good working order at your expense, you may reject Post Warranty Service and receive a full refund of the purchase price.

#### **7 Lenovo Business Partners**

Lenovo may contract with suppliers and resellers (“Business Partners”) to promote, market, and support certain Services; however, Business Partners are independent and separate from Lenovo. Lenovo is not responsible for the actions or statements of Business Partners, obligations that they may have to you or any products or services that they supply to you under their agreements. When you purchase Service from a Business Partner, the Business Partner establishes the charges and terms for the Service.

#### **8 Purchase of Service from Lenovo**

Payment must be received by Lenovo or a Lenovo reseller in advance of any Service. Except for credit card and debit card transactions, amounts are due upon receipt of invoice. You agree to pay as specified in the invoice, including any late payment fee. You are responsible for any taxes resulting from your purchases under this Agreement. If the Service is not registered with Lenovo, you will be required to provide proof of purchase as evidence of your entitlement to a Service.

#### **9 Lenovo Return/ Cancellation Policy**

Unless a Service has been used or registered, you may cancel a Service within thirty (30) days of the purchase date and obtain a refund or credit. In order to qualify for a refund or credit, you must notify Lenovo or your seller in writing within thirty (30) days of the purchase date. A copy of your invoice must accompany the request.

#### **10 Withdrawal of Service**

Lenovo may withdraw part or all of any Services specified herein on one (1) months' notice to you. If Lenovo withdraws a Service for which you have paid in full and Lenovo has not yet fully provided it to you, then, if purchased directly from Lenovo, Lenovo will give you a prorated refund. You must contact your Lenovo Business Partner for a refund for any Services purchased from them.

**QUEBEC CONSUMERS: IF YOU ARE A CONSUMER WHO PURCHASED THE SERVICE IN THE PROVINCE OF QUÉBEC, SECTIONS 11 AND 12 OF THIS AGREEMENT DO NOT APPLY TO YOU.**

#### **11 Warranty of Services**

Lenovo warrants that the Services will be performed using reasonable care and skill in accordance with the description of the tasks specified in this Agreement for the applicable Lenovo Service. You agree to provide timely written notice of any failure to comply with this warranty

**TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OR CONDITION OF NON-INFRINGEMENT. ALL SOFTWARE, AND THIRD PARTY PRODUCTS ARE PROVIDED “AS IS”, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. THIRD PARTY MANUFACTURERS, SUPPLIERS,**

**LICENSORS OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

Lenovo does not warrant uninterrupted or error-free operation of a Service or that Lenovo will correct all defects.

## **12 Limitation of Liability**

Circumstances may arise where, because of a default on Lenovo's part or other liability, you are entitled to recover damages from Lenovo. Regardless of the basis on which you are entitled to claim damages from Lenovo (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Lenovo's entire liability for all claims in the aggregate arising from or related to each Service or otherwise arising under this Agreement will not exceed the amount of any actual direct damages up to the charges for the Service that is the subject of the claim. This limit also applies to any of Lenovo's subcontractors or resellers. It is the maximum for which Lenovo, its resellers and subcontractors are collectively responsible. The following amounts are not subject to a cap on the amount of damages: a) damages for bodily injury (including death); b) damage to real property; and c) damage to tangible personal property for which Lenovo is solely and legally liable.

Except as expressly required by law without the possibility of contractual waiver, under no circumstances shall Lenovo, its resellers or its subcontractors, be liable for any of the following even if informed of their possibility:

- a. loss of, or damage to, data;
- b. special, incidental, exemplary, or indirect damages or for any economic consequential damages; or
- c. lost profits, business, revenue, goodwill, or anticipated savings.

**AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

## **13 General**

- A. Lenovo reserves the right to subcontract Services, or any part of them, to subcontractors selected by Lenovo.
- B. 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.
- C. 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. 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. In no event shall Lenovo be responsible for loss of data or information on a product or any parts thereof to which Lenovo may be provided access in the course of Services to be provided hereunder.
- E. To the extent applicable to this transaction, each of us is responsible for the supervision, direction, control, and compensation of our respective personnel.
- F. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity.
- G. Each of us is free to enter into similar agreements with others.
- H. Each of us grants the other only the license and rights specified in any applicable license agreements. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise.
- I. You agree not to resell the Service. Any attempt to do so is void unless agreed in writing by Lenovo.
- J. You are responsible for selecting the Services that meet your needs and for the results obtained from the use of the Services.
- K. Neither of us will bring a legal action, regardless of form, arising out of or related to this Agreement or the transaction under it more than two years after the cause of action arose unless otherwise required by applicable local law. After such time limit, any legal action arising out of this Agreement or the transaction under it and all respective rights related to any such action shall lapse, unless otherwise required by applicable law without the possibility of contractual waiver or limitation.
- L. Neither of us is responsible for failure to fulfil any obligations due to causes beyond its control.
- M. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.
- N. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- O. Lenovo's obligation to provide Service is conditional upon your completion of the Registration and/or Activation process.
- P. Lenovo and its affiliates, Business Partners, resellers and subcontractors may collect, process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses anywhere they do business for the purposes of processing and completing your transaction. We may also contact you to notify you about any product recall, safety issue or service actions. Where permissible under local law, we may use this information to inquire about your satisfaction with our products or services or to provide you with information about other products and services. You may opt-out of receiving any further such communications from us at any time. In accomplishing these purposes, we may transfer your information to any country where we or our affiliates and service providers do business and your information may then become subject to the laws of this other jurisdiction and may be available to the applicable government or its agencies under a lawful order made in that jurisdiction; we may provide it to entities acting on our behalf; or we may disclose it where required by law. We will not; however, sell or otherwise transfer personally identifiable information received from you to any third parties for their own direct marketing use without your



consent. Our employees and those of our affiliates or service providers who require it for the purposes of their duties will have access to the file containing your personal information, which will be kept in our offices or on our servers. To the extent provided by applicable law, you may request to have access to this file and the correction of your personal information by contacting our privacy officer at the address set forth in Part 2 of this Agreement.

- Q. Each of us will comply with any laws and regulations that are applicable to this Agreement.
- R. Customer may not assign this Agreement, in whole or in part, without the prior written consent of Lenovo. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement by either of us to an affiliate or to our successor organization by merger or acquisition does not require the consent of the other. Lenovo may also assign its rights to payments under this Agreement without your consent.
- S. Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to our respective successors and assigns.
- T. Each of us hereby waives our right to a jury trial in any action arising under or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

**14 Geographic Scope and Governing Law**

The rights, duties, and obligations of each party are valid only in the country of purchase except that all licenses are valid in accordance with their terms. Unless otherwise expressly stated, the laws of the country in which you purchased the Service govern this Agreement.

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**PART 2 - COUNTRY SPECIFIC TERMS**

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**CANADA**

**1 Definitions**

“You” and “Your” refer to the purchaser.

“We”, “Us”, “Our”, “Obligor”/ “Provider” and “Lenovo” shall refer to Lenovo (Canada) Inc., 55 Idema Road, Markham, Ontario, L3R 1A9 Telephone: 877-453-6686

This is an Agreement between You and the “Obligor”/“Provider” of this Agreement.

The administrator of this Agreement is:

Lenovo (Canada) Inc.  
Customer Relationship Management  
55 Idema Road  
Markham, Ontario  
L3R 1A9  
Attn: Lenovo Services Agreement Administrator