



# Dell Service Description

## Incident Based Support

---

### Service Overview

Dell is pleased to provide Incident Based Support (the “Service”) in accordance with this Service Description (or “Agreement”) to our consumer (personal use) customers. Dell’s expired hardware warranty support covers the remote diagnosis of problems with your Dell system, including internal factory-installed accessories. The Service is available for a fee and offered on a single incident basis to customers who no longer have hardware warranty or service coverage or who have a hardware or software issue that is beyond the scope of the Dell limited hardware warranty or service contract. By purchasing this Service from Dell, the customer (“Customer” or “you”) agrees to be bound by all terms and conditions set forth in this document (the “Service Description”).

This service description is a contract between you and Dell. Please take the time to read the following terms and conditions under which Dell (“Dell”) agrees to provide the services.

This Service Description is subject to Dell’s Consumer Terms of Sale. **Dell’s commercial warranties and/or service offerings do not affect any applicable statutory warranties or other rights for consumers.**

### Service Eligibility for Software Diagnosis and Repair Incidents

System types eligible for Service include selected Dell desktops, Dell laptops, Dell tablets and All-In-Ones (AIO). Dell may update the Supported Products from time-to-time.

To receive the Service, Customer must confirm they have full access to the hardware that is the basis of the problem, and have completed a back-up of any software or data that may be impacted by the Service, as Dell is not responsible for loss of data or applications. See Customer Responsibilities for more information.

Single Incident Support Software Repair Service may be offered on a per incident basis or a multi-incident/annual basis for an additional fee to help resolve isolated and specific software issues. When purchased as a single-incident, support is limited to a single Dell branded product. When purchased as a multi-incident package for a specific contract term (for example, four incidents per contract year), one or more Dell branded products are covered, but unused incidents expire at the end of the contract term. This service includes:

- Remote troubleshooting assistance for a software issue during local business hours (excluding local national holidays).
- A single diagnostic event of remote troubleshooting assistance for common support issues in accordance with the table below listing the available services and description of support, when available and with Customer’s consent, in which Dell technicians may connect directly to your system over a secure internet connection to expedite troubleshooting.

Incident-based support provides help with one of the following:

Available Services for Software Support Incident-Based Service	Description of Support
Software (Application or OS Support)	Help with operating system (OS) installation and configuration support or assistance with questions or issues on common applications including accounting software, productivity suites, browsers, and utilities. Basic installation of most 3rd party software.

<b>Networking</b> (Printers, Networking & Wireless Support)	Help setting-up and/or diagnosing peer-to-peer wireless and Ethernet networks. Assistance with printer setup and connecting to an existing wireless network.
<b>Virus Remediation</b> (Virus/Spyware Support)	Help troubleshooting and remediating most virus and spyware
<b>Data</b> (Data Migration, Backup & File Transfer Support)	Help copying data from one hard drive to another and data migration from one system to another. Formatting and preparing drive receiving data transfer to operate in host system. Help backing up customer data from Dell PC to customer owned external media. Help using software utilities to recover missing or corrupt files wherever possible. (Some files may not be recoverable.)
<b>Security</b> (Protected PC Support)	Help with basic configuration and installation of key security software (purchased separately by Customer), and help setting up virus scans and personal firewalls.

**Spyware/Virus Remediation.** Customer acknowledges that alteration or remediation of some spyware and virus programs may impair the performance of certain programs. In addition, altering or removing such programs may be restricted by certain software licenses. It is Customer’s responsibility to examine such licenses and to ensure that the procedures performed as part of these Services will not affect these licenses, or, if they do, that the effect on such licenses or system performance is acceptable to Customer. Customer further acknowledges that these Services cannot guarantee that additional spyware and viruses will not return to or appear on a Customer’s system after Services have been rendered. Given the increasing complexity of anti-malware/virus remediation activities, and the variety of problems that can arise as a result of the introduction of malicious code, Customer acknowledges that Dell’s performance of this Service does not provide any guarantee that there will be no malware present after the Service has been performed. Dell expects its customers to employ protective software, such as anti-virus/anti-malware software and firewalls, to protect its own network and systems against unauthorized access and the automated spread of malicious software. In addition, prior to receiving antivirus software setup assistance, the customer must have an active antivirus subscription service.

**Copying of Files.** There are legal prohibitions against copying copyrighted materials. Customer acknowledges that Customer owns the copyright or has a license to make copies to all of the files on their system and that Customer does not have any files on their system which would cause Dell to be liable for copyright infringement if those files were copied by Dell as part of the Services, including but not limited to, music files, motion picture files or photographic files that are subject to copyright restrictions. Customer accepts responsibility for, and agrees to indemnify and hold Dell harmless from, any and all liability, damages, claims or proceedings arising out of Customer’s failure to remove any such files from their system prior to calling Dell for Services.

**Additional exclusions for Software Repair Incidents.** For the avoidance of doubt, the following activities are not included in the scope of software repair incidents:

- Hardware repair or parts and labor service
- Technical support for shareware applications
- Technical support for software applications that Dell deems uncommon or not supported by the OEM manufacturer
- Games and add-on packages from date of purchase (e.g. educational packs).
- Support for advanced wired/wireless networking or network optimization
- Support for web development, database programming or scripting assistance
- Where Dell determines there is no trouble found (the error cannot be recreated)
- Any services, tasks or activities other than those specifically noted in this Service Description.

### **Service Eligibility for Hardware Diagnosis Incidents**

System types eligible for Service include selected Dell desktops, Dell laptops, Dell tablets and All-In-Ones (AIO) that are less than five years old (from the original date of invoice) (“Supported Products”). Dell may update the Supported

Products from time-to-time. Some older model products that are less than 5 years of age still may not be supported if, for example, parts are not readily available.

The service only covers diagnosis of a hardware issue, additional fees may be incurred if parts and labor are required for repair with your consent, having previously established a separate quote for the parts and/or installation services.

The Service does not include software media, software, application troubleshooting, non-Dell parts or the upgrading of parts. A Dell technical agent can assist you in determining the right upgradable part, at an additional fee, should you require this support.

Peripheral Parts are not covered with this Service. "Peripheral Parts" are parts that are detached from the computer, including but not limited to keyboards, mice, external hard drives and monitors.

To receive the Service, Customer must confirm they have full access to the hardware that is the basis of the problem, and have completed a back-up of any software or data that may be impacted by the Service, as Dell is not responsible for loss of data or applications. See Customer Responsibilities for more information.

**Additional exclusions for Hardware Repair Incidents.** For the avoidance of doubt, the following activities are not included in the scope of hardware repair incidents:

- General usage and "how to" questions for hardware or software.
- Configuration and diagnosis of the Dell factory-installed operating system or factory-installed applications for use with customer-installed applications and hardware.
- Configuration, installation and validation of operating systems, software, applications or drivers/fixes (not supplied by equipment manufacturer).
- Commercial upgrades whether purchased from Dell's Authorized Reseller or not, e.g. Microsoft® products.
- Configuration of all communication software, unless required for troubleshooting.
- All non-equipment manufacturer-supplied hardware and peripherals, their installation and compatibility with Dell branded hardware. The original manufacturer of the product may provide support.
- Non-equipment manufacturer supplied software and peripherals, unless otherwise specified.
- BIOS/Firmware upgrades for non-Dell branded systems, unless part of fault resolution.
- Invalid software and hardware configurations.
- Backing up and restoring customer's data.
- Customer applications and data.
- Consumable parts such as (but not limited to) AC adapters, screws, bumpers, plastics, cables, latches and doors and wear and tear to items such as plastics and diskettes.
- Non-critical failures that fall within industry specified tolerances (e.g. noise, individual LCD pixels).
- Games and add-on packages from date of purchase (e.g. educational packs).
- Preventative maintenance.
- Repair of system after virus infection other than installation of the operating system to the default Dell factory settings.
- Any services, tasks or activities other than those specifically noted in this Service Description.

## **Purchasing Service and Contacting Dell for Service**

Customers can purchase or receive the Service by calling Dell technical support or engaging in an online chat session with Dell technical support, or, in some limited situations, through the Dell eServices website ([www.dell.com/support](http://www.dell.com/support)). For purchases by phone, contact our tech support agents by calling the numbers indicated on the Dell website.

When you contact Dell for service, a Dell technician will ask for Customer's order number, relevant hardware and software brands, and model or version numbers. To receive Services, Customer must confirm that Customer (a) has full access to the hardware and/or software that is the basis of the problem, and (b) has completed a back-up of any software or data that may be impacted by the Supported Product.

## **Remote Diagnosis**

Remote online or phone-based diagnosis or troubleshooting is a key part of this Service. Remote diagnosis may require more than one interaction or call with Dell or an extended session, and you may be asked to access the inside of your product where safe to do so.

After remote diagnosis, the agent may offer you Support Options for hardware repair for an additional charge. As an alternative, when you contact Dell or during remote diagnosis, Dell may offer you the option of sending your product to Dell or one of its service agents for further diagnosis, and, following this diagnosis, Dell may then offer you Support Options for repair for an additional charge.

You also may visit [www.dell.com/support](http://www.dell.com/support) to take the hardware diagnostic test. There is no diagnosis fee for use of Dell's online diagnostics tool without assistance by a Dell agent. If, after you take the test, you still have questions, you may contact Dell for fee-based support.

## **Support Options**

Dell may offer you one of the following support options to address your issue; however, these options may not be available in all circumstances and are subject to additional fees. Diagnosis is included as part of each support option, but additional charges will apply if additional issues are found; however, you will be contacted before any work is done to explain the charges and to obtain payment should you wish Dell to continue with the repair. Payment must be received prior to Dell's delivery of support.

### **Parts Only**

The support agent will diagnose the issue over the phone and then you may purchase the applicable part to repair your product yourself without further assistance from Dell technical support, Dell repair center, or any Onsite service.

### **Consumer Collect & Return Service.**

Collect and Return Service is initiated by calling Dell Technician as outlined above. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through telephone-based troubleshooting with the Dell Technician, a Dell representative will collect your Supported Product and take it to a Dell-designated repair center. This service method includes labor and the repair or replacement of parts in the main system unit, including monitor, keyboard, and mouse, if not ordered separately. Typical cycle time is ten (10) business days including shipping to and from the repair center.

If it is determined during the repair that additional and/or different parts are needed or if the problem was undetectable during diagnosis, Dell will contact you. Dell will obtain your consent prior to performing any additional work or charging you for such work. Payment must be received from Customer by Dell prior to Dell performing any additional work. If the new diagnosis results in a less expensive repair, Dell will provide a credit to you for the difference.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as SIM cards, DVDs/CDs, or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. You may also need to remove peripherals such as keyboards, monitors, mice and printers. Any additional hardware device you've installed on your computer should also be removed prior to the technician performing the service. An example would be additional memory. Dell is not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by the phone technician. See Customer Responsibilities section below.

### **Onsite Service:**

Upon completion of remote diagnosis, a Dell service technical agent can come to your location to repair your hardware issue. The price of this service includes the remote diagnosis, plus repair labor, shipping of parts, and providing replacement parts to resolve the issue. Parts may include but are not limited to:

Hard Drives (SATA)

Solid State Drives (SSDs)

Motherboards

LCD Screens  
Processors  
Memory

Batteries  
Network & Graphics cards  
DVD and Blue Ray Drives

Keyboard & Plastics

Onsite Service is only offered on Dell Notebooks, Dell Desktops, and Dell All-In-One devices. Dell Tablets are not eligible for Onsite Service.

If it is determined during the repair that additional and/or different parts are needed or the problem was undetectable during diagnosis, Dell will contact you. Dell will obtain your consent prior to performing any additional work or charging you for such work. Payment must be received from Customer by Dell prior to Dell performing any additional work. If the new diagnosis results in a less expensive repair, Dell will provide a credit to you for the difference.

In some cases the part will be shipped separately. Once you receive the part you are required to call Dell to set up the appointment for the repair during local working days and local office hours.

### **Important information about Onsite Service after Remote Diagnosis:**

This Service provides a Dell Authorized Service Technician (“Service Technician”) and/or parts at your location to repair and/or replace parts in the main system unit (including monitor, keyboard and mouse, if not ordered separately) following telephone and/or online remote diagnosis, and if the issue cannot be resolved remotely.. Please tell the Dell Technician the full address of your System’s location. If you follow these procedures, a Service Technician and/or part(s) will, in most cases, be dispatched to arrive at your location for Consumer Onsite/In-Home Hardware Service on the next business day during local business hours on local business days; excluding regularly observed holidays, following completion of remote diagnosis. If the Service Technician is dispatched for Consumer In-Home Hardware Service after 17:00 local time, the Service Technician may take an additional business day to arrive at your location.

- a. An Adult Must Be Present At Residences.** For service provided at a residence, an adult must be present at all times during the Service Technician’s visit.
- b. Assistance You Must Provide.** The Service Technician must receive full access to the System and (at no cost to Dell Authorized Service Provider) have working space, electricity, and a local telephone line. If these requirements are lacking, Dell Authorized Service Provider is not obligated to provide service.
- c. If You Miss The Service Visit.** If you or your authorized representative is not at the location when the Service Technician arrives, we regret that the Service Technician cannot service your System. If this occurs, you may be charged an additional charge for a follow-up service call.

## **Parts; Service Requirements – Part Returns**

**Customer Replaceable Units.** If the Dell Technician determines that the defective unit is one that is easily disconnected and reconnected, such as keyboard, monitor, hard drives in portable computers, or any other component designed from time to time as a component that may be replaced by the customer, you may receive such component to install without a Service Technician arriving onsite.

**Replacement Parts.** If the Dell Technician determines that your System needs a replacement part, you authorize the Service Technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render onsite repairs. You may incur a charge if you fail to allow the Dell Authorized Service Provider to return non-working/unused units/warranty parts to Dell. If you fail to return the non-working/unused unit/warranty parts to Dell within the ten (10) days return period, you will be invoiced for the fair market cost of the part. Replacement parts may be reconditioned or refurbished where permitted by local laws and are replaced on the basis of specification and not on brand and model.

## **Service Availability**

Phone diagnosis will be available within local business hours during local business working days. Dell may not be able to fix all issues for your product. If we are unable to fix your product or do not have the part available we will ship your product back to you unrepared, and you will be entitled to a refund of the fee (including any diagnostic fee) you paid for the Service. Refunds may take up to 21 days to be processed.

## Order Number

Customer must maintain the confidentiality of the order number provided by Dell in connection with these Services. **Dell is not responsible for unauthorized use of a Customer's contract or order number.**

## General Customer Responsibilities

**Authority to Grant Access.** Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Products, the data located thereon and all hardware and software components included therein, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services.

**Cooperate with Remote Diagnosis, Phone Technical Agent and On-site Service Technician.** Customer will cooperate with and follow the instructions given by Dell or its agents, including during remote diagnosis or onsite support. Experience shows that most product problems and errors can be corrected remotely as a result of close cooperation between the user and the technician.

**Maintain Software and Serviced Releases.** Customer will maintain software and Supported Products at Dell-specified minimum release levels. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Products eligible for this Service.

**Data Backup; Removing Confidential Data.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to the delivery of this Service. This includes remote support. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, DVDs, or PC Cards regardless of whether an onsite technician is also providing assistance.

The following limitation of liability provisions do not apply in Germany, Austria, Switzerland and France, where the limitation of liability provisions as set out in Dell's Terms and Conditions of Sale will apply. Further to the limitation of liability provisions as set out in the Consumer Terms and Conditions of Sale, the liability for loss of data is further limited to the costs of reinstalling the backup in these countries.

DELL WILL HAVE NO LIABILITY FOR:

- ❑ ANY OF YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- ❑ LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE;
- ❑ DAMAGED OR LOST REMOVABLE MEDIA;
- ❑ DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED TO DELL;
- ❑ THE LOSS OF USE OF A SYSTEM OR NETWORK;
- ❑ AND/OR FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY DELL OR A THIRD-PARTY SERVICE PROVIDER.

Dell will not be responsible for the restoration or reinstallation of any programs or data. When returning a Supported Product or part thereof, Customer will only include the Supported Product or part which has been requested by the phone technician.

Customer understands and agrees that under no circumstances will Dell be responsible for any loss of software, programs, or data, even if technicians have attempted to assist Customer with their backup, recovery, or similar services. Any such assistance is beyond the scope of any Dell warranty and this Service Description. The assistance is provided in Dell's sole discretion and without any guarantee or warranty of any kind. Neither does Dell provide any guarantee or warranty of any kind with respect to any third party product that a technician may use in assisting Customer.



## Important Additional Information

**Term.** The Service is provided on a per-incident basis only through the diagnosis of the applicable issue. When Service is purchased for Software issues as a multi-incident package for a specific contract term (for example, four incidents per year), unused incidents expire at the end of the contract term. Customer may terminate this Service for a refund at any time prior to the diagnosis of the applicable issue for such incident. Dell, at its discretion, may terminate this Service with prior notice to Customer.

**Claims of Confidentiality or Proprietary Rights.** Customer agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

**Service Validity.** The Service is valid for only one user. Customer may not use the Service in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third parties or with respect to any hardware or software not personally owned by the Customer. Dell reserves the right to suspend or terminate the Service if Dell, in its sole discretion, determines that the Service is being misused, being used by any person other than Customer, or being used in breach of this Agreement.

**Payment.** Customers must pay prior to receiving the Service.

**Out of Scope.** The Service does not cover and Dell is not obligated to provide any services not expressly described in this Service Description. In addition, in the course of providing the Service, Dell may determine that the issue is beyond the scope of the Service. Dell may use commercially reasonable efforts to refer Customer to the appropriate alternative resource; however, Dell will not transfer Customer directly to an alternate resource. Customer acknowledges that Dell may not be able to diagnose or solve Customer's particular problem.

**System Location.** The Single Incident Support Service defined in this Agreement is available for customers located in the country where you have purchased the Supported Product from Dell.

**Transfer of this Agreement.** Subject to the limitations set forth in this Service Description, You may transfer this Service to anyone who buys your entire System before the expiration of your service period (as specified on your invoice), provided you are the original purchaser of the System and you have transferred this Service Description from its original owner (or a previous transferee) and have complied with all the transfer rules in this Service Description.

**Limitations to service coverage. This agreement is of limited duration and coverage.** This Service Description extends only to original purchasers of the System shown on your invoice and located within the country in which the System was purchased, and to any person who buys the System and this Service Description from the original purchaser or a subsequent transferee; within the same country and as long as all transfer procedures have been complied with.

**No Warranties.** Customer acknowledges and agrees that given the nature of the service, these services are provided "as is" and Dell makes no warranties regarding the service or the results of the service, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. Dell expressly disclaims all warranties as to the services provided above.

**Terms and Conditions.** Dell is pleased to provide these services to consumer (personal use) customers in accordance with this Service Description and the applicable Consumer Terms of Sale available at [www.dell.com/terms/](http://www.dell.com/terms/). By subscribing to this Service, you agree to having read and accepted the applicable Dell Consumer Terms of Sale.

© 2018 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products.