

## Service Description

### Dell Care Premium

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#### Introduction

Dell is pleased to provide Dell Care Premium for Supported Products (the “Service(s)” or “Support Services”) in accordance with this Service Description (“Service Description”). Your invoice receipt, order acknowledgment, information page or other mutually agreed upon form of invoice or order acknowledgment from Dell (as applicable, the “Invoice”) will include the name of the Service(s) and available service options that you purchased.

#### The Scope of This Service

The features of your Service include:

- Hardware Support for your Supported Product through:
  - Online and phone-based hardware issue troubleshooting and resolution assistance by trained technical support agents. Online chat and email support available at [www.dell.com/support](http://www.dell.com/support).
  - Telephone Support Requests: Available on a 24x7 basis (including holidays)<sup>1</sup>.
  - Replacement parts, when deemed necessary to resolve or prevent an issue.
  - Dispatch of an onsite technician and/or delivery of replacement parts to the Customer location approved by Dell as detailed in this Service Description (after remote diagnosis, as necessary, and according to the support option purchased) to address a Qualified Incident. All incidents that Dell determines to be within the scope of service set forth in this Service Description will be deemed “Qualified Incidents”.
- Dell Care Premium entitlement includes access to SupportAssist for Home PCs, which is enabled via connectivity software, and provides features including, and not limited to the following:
  - Proactive issue detection and automated case creation
  - Predictive detection of hardware failures and automated case creation
  - Self-serve case creation
  - Self-serve part dispatch
  - Malware detection and automatic virus removal. The malware and virus removal capabilities are not available in all regions. For more information, visit [www.dell.com/support](http://www.dell.com/support).
- Comprehensive Software Support (described in more detail in the Comprehensive Software Support section below) which covers:
  - Online support and phone-based software issue troubleshooting and resolution assistance by trained technical support agents. Online and phone-based support is available 24 hours each day, 7 days each week (including holidays)<sup>1</sup> for select end-user applications and operating systems pre- installed by Dell on your Supported Product; and
  - Collaborative Assistance with Dell’s Collaborative Assistance partners for the applicable end- user applications and operating systems pre-installed by Dell on your Supported Product. Please see the Collaborative Assistance section below for more details.
- Remote software resolution assistance for certain commonly available, customer-installed software titles on the Supported Product through commercially reasonable efforts to provide simple “how to” help, software

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<sup>1</sup> Availability may differ outside of the United States and is limited to commercially reasonable efforts. For more information, visit [www.dell.com/support/](http://www.dell.com/support/) to determine how to get more assistance.

installation and un-install assistance, upgrade help or through re-installation of factory settings.

- Remote assistance with antivirus software setup for software titles like McAfee® on your Supported Product.
- Accidental Damage/Complete Care (in Latin America): Dell will repair the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge. See description below in the Accidental Damage(Complete Care Service in Latin America) section.

THIS SERVICE DESCRIPTION IS A CONTRACT BETWEEN YOU AND DELL. PLEASE TAKE THE TIME TO READ THE FOLLOWING TERMS AND CONDITIONS UNDER WHICH DELL MARKETING L.P (FOR CUSTOMERS IN THE U.S.), DELL CANADA INC. (FOR CUSTOMERS IN CANADA), OR THE DELL ENTITY OR DELL AUTHORIZED PARTNER OR RESELLER REFERENCED ON YOUR ORDER DOCUMENTATION (in each case, "DELL"), AGREES TO PROVIDE THE SERVICES. ALL HARDWARE REPAIR SERVICES ARE FOR SUPPORTED PRODUCT ISSUES COVERED BY YOUR DELL LIMITED HARDWARE WARRANTY (FOR CUSTOMERS IN THE US AND CANADA) OR BASIC HARDWARE SERVICES AGREEMENT (US customers see <https://www.dell.com/warranty>). FOR COUNTRIES WHERE DELL DOES NOT SELL DIRECTLY TO END USERS, THESE CONTRACT TERMS MAY VARY DEPENDING UPON THE SELLER'S TERMS. This Service Description is subject to Dell's Consumer Terms of Sale or Dell's Commercial Terms of Sale, as applicable. The provisions herein do not affect any applicable statutory warranties or other rights for consumers.

### Dell SupportAssist for Home PCs

SupportAssist for Home PCs is a software application that provides proactive monitoring of Dell PCs. It leverages machine learning and AI to proactively monitor and measure the overall health of Dell PCs through intelligent, comprehensive, and predictive analytics.

SupportAssist for Home PCs also monitors systems and collects information to assist in providing technical support. In the event an issue is detected, the information collected can be sent to Dell to provide you with an enhanced, personalized, and efficient support experience.

SupportAssist for Home PCs is preinstalled on most PCs shipped out of the Dell Technologies factory. If SupportAssist for Home PCs is no longer installed, you can install it manually on [SupportAssist for Home PCs Support Dell.com](https://www.dell.com/support/assistsupport). To install and use SupportAssist for Home PCs, your system must meet minimum PC requirements. Requirements to enable SupportAssist for Home PCs installation and usage can be found in the SupportAssist [user guide](#) and on [SupportAssist for Home PCs Support Dell.com](https://www.dell.com/support/assistsupport).

SupportAssist for Home PCs must be installed and configured to transmit system data back to Dell to receive benefits not limited to the following:

- Proactive system monitoring for issues impacting normal operation and performance - if required - automatic case creation, and/or automatic part(s) replacement.
- Predictive issue detection before normal operation and performance is impacted and - if required - automatic case creation, and/or automatic part(s) replacement.
- Automatic uploading of diagnostics and other data that allows efficient remote issue diagnoses.
- Automatic driver and firmware updates.

- Malware detection and automatic virus removal. The malware and virus removal capabilities are not available in all regions. For more information, visit [www.dell.com/support](http://www.dell.com/support).

#### **What data is collected by SupportAssist for Home PCs?**

- User information such as computer name, network domain, IP address, and Dell Service Tag.
- Hardware configuration information such as installed devices, processor(s), memory, network devices, and usage.
- Software configuration information such as information about the operating system.

SupportAssist for Home PCs is not designed to collect any personal information, such as personal files, web browsing history, or cookies. However, if any personal data is inadvertently collected or viewed during the troubleshooting process, it will be treated in accordance with the Dell Privacy Policy. Please visit [www.Dell.com/Privacy](http://www.Dell.com/Privacy) to review Dell's full Privacy policy.

To learn more about SupportAssist for Home PCs including configuration, deployment, and usage and to see the latest list of supported products please visit the Dell SupportAssist for Home PCs website at: [SupportAssist for Home PCs Support Dell.com](http://SupportAssist for Home PCs Support Dell.com).

#### **Comprehensive Software Support**

Comprehensive Software Support includes remote software support for select end-user applications and operating systems pre-installed by Dell on your Supported Product. Covered software titles typically include pre-installed end-user client applications such as Microsoft® Windows operating system, McAfee® Antivirus™ software, Microsoft® Office software suite, Intuit® QuickBooks® accounting software, Adobe® Photoshop® software, and Adobe Acrobat® software.

View the current Comprehensive Software Support list at [www.dell.com/comprehensive](http://www.dell.com/comprehensive). Please note that supported third-party products may change at any time without notice to Customers. Please contact a technical support agent for an up-to-date list of covered software products.

Limits on Dell Comprehensive Software Support. Dell does not warrant that any particular software-related question will be resolved or that the covered software product will produce any particular result. Situations giving rise to Customer's questions must be reproducible on a single system (i.e., one central processing unit with its workstation and other peripherals). Dell may conclude that a software issue is sufficiently complex or that the Supported Product is of a nature that precludes effective analysis of the question through remote support. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

#### **Collaborative Assistance**

If a problem arises with certain software pre-installed by Dell on your Supported Product, Dell will serve as a single point of contact, as set forth herein, until the problems are isolated and escalated to the third-party product vendor. Specifically, Dell will contact the third-party vendor and create a "problem incident" or "trouble ticket" on behalf of

Customer, providing the necessary problem documentation. Once a vendor is engaged, Dell will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, Dell will initiate management escalation procedures within Dell and/or the vendor organization.

To be eligible for Collaborative Assistance, the Customer must have the appropriate active support agreements and entitlement with the respective third-party vendor. Once isolated and reported, the third-party vendor provides technical support and resolution for Customer's problem. DELL WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.

View current Collaborative Assistance partners at [www.dell.com/collaborative](http://www.dell.com/collaborative). PLEASE NOTE THAT SUPPORTED THIRD-PARTY PRODUCTS MAY CHANGE AT ANY TIME WITHOUT NOTICE TO CUSTOMERS.

### Remote Software Resolution Assistance for Commonly Available, Customer-Installed Software Titles

Technical support agents provide remote software issue resolution for commonly used, legally-procured Customer installed software titles through "how to" help, software installation and un-install assistance, upgrade help or through re-installation of factory settings. Note that some software may have hardware requirements that exceed a Supported Product's specifications. Dell will provide commercially reasonable efforts to assist customers within the limits of their systems.

The examples of commonly used customer installed software titles below are only for illustrative purposes:

1. Commonly available e-mail programs, such as Outlook® or Windows® Mail App
2. Commonly available internet browser programs, such as Firefox®, Google Chrome™, Opera™ software, or Microsoft® Edge®
3. Commonly available productivity software, such as Microsoft® Office®, Open Office, Adobe® Products, Google Docs™, and Foxit software
4. Commonly available financial software, such as Quicken® and QuickBooks®
5. Commonly available movie and picture editing software, such as Adobe® Photoshop® and Cyberlink® software
6. Commonly available gaming software (may vary by region and from time to time)
7. Microsoft® Store Apps

Technical support agents will provide remote assistance with setting up your wired/wireless network device, as well as setting up your printer on your Supported Product:

1. Help with connecting to your wired/ wireless network
2. Help with printer setup
3. Remote troubleshooting for common wired network, wireless network or printer set up issues specific to the connection process

Technical support agents will provide simple "how to" advice on:

1. How to perform data backup
2. How to connect to the internet

3. How to transfer files to your new computer
4. How to install recommended patches/ fixes
5. How to personalize your desktop
6. How to install peripherals

### Remote Assistance with Antivirus Software Setup on your Supported Product

Customers with current antivirus subscription service can receive assistance with antivirus software scheduling and setup. Note: The Service you purchased with your Supported Product does not cover the actual removal and remediation of a virus or malware once your Supported Product is already infected and damaged by a virus or malware. Assistance with virus or malware removal and remediation may be offered for an additional fee.

### How to contact Dell if you require service

Remote online or phone-based support is a key part of this Service, and remote diagnosis or troubleshooting is required prior to receiving this Service.

#### Step One: Contact Dell for Assistance

- Contact details are available at [www.dell.com/support](http://www.dell.com/support).
- Contact Dell from a location which includes physical access to the Supported Product.
- You will help us serve you better if you have the following information and materials ready when you contact us: your Supported Product's invoice, serial numbers, the service tag number, model number, current version of the operating system, mobile device, phone, or SIM card number, and the brand names and models of any peripheral devices (such as a modem) you are using and other information as requested by Dell.
- Dell will verify the Supported Product, applicable Service and response levels and confirm any expiration of Services.

#### Step Two: Assist with Remote Troubleshooting

- When requested, provide information (if available) on error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- We will work with you through a series of remote troubleshooting steps to help diagnose the issue. You may be asked to access the inside of your Supported Product where safe to do so.
- Follow the instructions and any suggestions carefully. Remote diagnostic and troubleshooting steps like those outlined in Steps One and Two are an essential aspect of reaching the right resolution for your issue. Those steps may require more than one interaction or call with Dell or an extended session.
- If, following completion of remote diagnosis and troubleshooting, Dell determines that your Supported Product's issue is a Qualified Incident and it is necessary to replace a part, return the Supported Product for service, or dispatch an onsite technician for service, then we will provide additional instructions.

### Online, Chat & Email Support

Online, chat, and email support may vary by country<sup>1</sup>. Online, chat, and email support contact information is available at [www.dell.com/support](http://www.dell.com/support).

## Telephone support requests

- Highly trained telephone-based technical assistance is available<sup>1</sup> 24 hours each day, 7 days each week (including holidays).
- For countries where service is primarily provided in local language, Service will only be provided in English language after local business hours.
- For telephone support requests, contact technical support at the number below. When prompted be prepared to enter the express service code located on the Supported Product. Dell reserves the right to change these telephone support numbers at any time.

Locale	Phone Number to Contact Dell
United States	1-800-624-9896 or 1-877-293-1197
Canada	1-800-847-4096
Other Countries	Please refer to the Contact Us section of our online store for a complete list of our contact details and support options or go to <a href="https://www.dell.com/support/incidents-online/en-us/contactsupport">https://www.dell.com/support/incidents-online/en-us/contactsupport</a> and select your correct country option.

## Onsite Service

Provided that all applicable terms and conditions set forth in this Service Description have been fulfilled and following completion of remote troubleshooting, diagnosis, and problem determination by a technical support agent who will determine if the Qualified Incident requires an onsite technician and/or parts to be dispatched or if the issue can be resolved remotely, Dell will dispatch an onsite technician to the Customer's location for the Qualified Incident.

The technical support agent will determine whether such service is available for your Supported Product within your country of residence (e.g., the United States, Canada).

Please tell the technical support agent the full address of your Supported Product's location. Both the performance of service and service response times depend upon the time of day your call or inquiry is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions, and the terms of this Service Description. If you follow the procedures detailed in this Service Description and if your issue is subject to dispatch under this Service Description, then an onsite technician will be dispatched, usually in 1 or 2 business days following completion of remote diagnosis for large metropolitan areas and as soon as possible on a commercially reasonable effort basis for more remote geographical regions to arrive at your location during 9:00 a.m. to 6:00 p.m. local time, Monday through Friday, excluding regularly observed holidays. If the onsite technician is dispatched for service after 5:00 p.m., then the onsite technician may take an additional business day to arrive at your location.

- An adult must be present: For service provided onsite, an adult must be present at all times during the onsite technician's visit.
- Assistance you must provide: The onsite technician must receive full access to the Supported Product, and (at no cost to the technician) have safe working space, and electricity. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the Supported Product does not already include these items. If these requirements are lacking, the onsite technician is not obligated to provide service.

<sup>1</sup> Availability may differ outside of the United States and is limited to commercially reasonable efforts. For more information, visit [www.dell.com/support](https://www.dell.com/support) to determine how to get more assistance.

- If you miss the service visit: If you or your authorized representative is not at the location when the onsite technician arrives, we regret that the onsite technician cannot service your Supported Product. If this occurs, you may be charged an additional charge for a follow-up service call.
- In some countries, the onsite service may be delivered by your seller or a third-party contractor acting on behalf of Dell.

### Customer Replaceable Units (CRU)

Regardless of the service response level purchased, some component parts are specifically designed for easy Customer removal and replacement: such parts are designated as Customer Replaceable Units (“CRU”). If during the remote diagnosis, the technical support agent determines that a Qualified Incident can be resolved with a CRU designated part, Dell will ship the CRU designated part(s) directly to the Customer. The freight method used to ship the CRU part is based on the level of service purchased by the Customer. Service parts for Customers with Onsite Service or Advanced Exchange response times will be shipped via a one to two business day freight method, unless otherwise noted by the technical support agent.

### Other Service Response Options

If, after remote troubleshooting, diagnosis, and problem determination, Dell determines that a repair method other than Onsite Service after remote diagnosis is required for a Qualified Incident, then one of the following service response options in the table below may be selected by Dell depending on the applicable country/region. Dell may also make other service options available to the Customer at the time Customer places a request for service.

If non-Dell options added to the Supported Product are found to be the cause of the reported problem, a service charge may be applied and repair and return times may be delayed. Dell reserves the right to send Customer a whole replacement for the Supported Product or a replacement for portions of the Supported Product rather than repairing and returning the Supported Product that Customer sent for repair.

Customer is obligated to pay at the then-current standard Dell price for any parts removed from the Supported Product and not properly returned to Dell by Customer. Failure to timely pay for parts not properly returned to Dell by Customer may result in suspension of Customer’s service under this Service Description. In the event that the Supported Product is located in an area not currently serviced by a major common carrier or with limited service by one or more major common carriers, Dell’s normal repair service will be delayed.

Customer should not send manuals, confidential, proprietary or personal information, or removable media. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer’s confidential, proprietary or personal information.

Service Response Level:	Country/Region:	Details:
Rapid Mail-In Service: Dell supplies box and pays shipping; or Return to Depot	USA and Canada	If, after remote diagnosis and troubleshooting, Dell determines that the Supported Product requires Rapid Mail-In Service, then packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site, usually in 1 or 2 business days following remote troubleshooting. Dell will use next-business-day delivery when shipping the packaging, shipping instructions, and a pre-paid shipping waybill to Customer. Customer must immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day. Any delay in shipping the Supported Products by Customer to Return depot will result in delay in repair response times.
Mail-In Service; Prepaid Freight	Australia, Brazil, Hong Kong	Mail-in Service is initiated by calling technical support as outlined above. During remote diagnosis and troubleshooting, the technical support agent will determine if the issue requires that the Supported Product be sent to a Dell-designated repair center to support a Qualified Incident. Typical cycle time, including shipping to and from the repair center, is 7 to 12 business days from the date Customer ships the Support Product to Dell.
Carry-In Service	Latin America region and some South Asian countries	Carry-In Service is a "drop-off" service initiated by calling technical support as outlined above. During the remote diagnosis and troubleshooting process, the technical support agent will diagnose whether a hardware fault is the issue: If so, then the Customer will be asked to deliver the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available 5 days per week, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Invoice. Once the Supported Product has been repaired, Dell will contact Customer to plan to retrieve it. Repair service level agreements is between 7 to 12 business days but may vary by country and city.
Partner Led Carry-in Service	Available in certain emerging markets in Europe, the Middle East, Africa, Vietnam, Pakistan, Sri Lanka, Bangladesh, China, and India	Carry-In Service is a "drop-off" service initiated by either contacting or bringing the Supported Product to a Dell-designated repair center or shipping location (at the Customer's cost). Standard service hours are local business hours, available Monday through Friday, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Invoice. Once the Supported Product has been repaired, the Dell Authorized Service Provider will contact Customer to make arrangements to retrieve it. Repair service level agreements is between 7 to 12 business days but may vary by country and city.



Service Response Level:	Country/Region:	Details:
Collect and Return Service	Western Europe, South Africa, Poland, Czech Republic, Malaysia, Singapore, Thailand, South Korea and Taiwan	Collect and Return Service is initiated by contacting technical support. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote diagnosis and troubleshooting process with the technical support agent, 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. Repair service level agreement is between 7 to 12 business days, but may vary by country and city.
Partner Led Collect and Return Service	Available in certain emerging markets in Europe, the Middle East and Africa	Collect and Return Service is initiated by contacting your Dell Authorized Service Provider. If a Qualified Incident in the Supported Product is diagnosed and cannot be resolved through remote diagnosis and troubleshooting process, your Dell Authorized Service Provider will collect your Supported Product and take it to a Dell-designated repair center. Standard service hours are local business hours, available Monday through Friday, excluding local national holidays. Repairs of Qualified Incidents will be performed in accordance with the response time identified on Customer's Invoice. Once the Supported Product has been repaired, the Dell Authorized Service Provider will contact Customer to make arrangements to return it. 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. Repair service level agreements may vary by country and city.
Parts Only Service	Available Globally	For Customer Replaceable Units and Dell branded accessories, Dell will enable Customer to request replacement parts to support a Qualified Incident(s). Dell may provide whole unit exchanges rather than the exchange of individual parts, in which case Dell includes a prepaid shipping container with each replacement part for Customer to use to return the original defective part to Dell.

Service Response Level:	Country/Region:	Details:
Advanced Exchange Service	Available Globally <sup>1</sup>	For Customers with Advanced Exchange Service or, on a courtesy basis at Dell's discretion, Dell may ship a replacement product to the Customer's location to support a Qualified Incident. The replacement product will be shipped via ground shipping. In some instances, at Dell's discretion, an onsite technician may also be dispatched to replace/ install the replacement product. Upon receipt of the replacement product, Customer must return the defective Supported Product to Dell by taking the defective Supported Product to the designated return carrier location within 3 business days. If Dell determines that the Supported Product cannot be returned at a carrier location and Customer must return the Supported Product via a mail-in return method, then Customer shall use the packaging, shipping instructions, and a pre-paid shipping waybill will ordinarily be dispatched to Customer's site with the replacement product. Upon receipt of the replacement product, Customer will immediately package the Supported Product and either mail or schedule carrier pickup on the same day, or the next available day. Should the Customer fail to return the defective item, a fee may be charged.

Service Response Level:	Details:
Terms and conditions applicable to all Non-Field Serviceable Response Options	<p>After remote diagnosis, if the product cannot be serviced in the field due to rationale established by the technical support agent, they will provide instructions on how to return the product to the Dell-designated repair center. The Supported Product must be shipped to the address provided by the technical support agent and prominently labeled with the "Return Authorization Number". The technical support agent will provide the Return Authorization Number. To expedite repair or replacement, enclose a brief description of the issue in writing. Package the product being returned in its original packaging. If the original packaging is not available, the technical support agent may assist by providing packaging; however, a fee may apply for this service.</p> <p>Shipping Precautions: Customer should not send manuals, confidential, proprietary, or personal information, or removable media. Dell is not responsible for lost or corrupted data, damaged or lost media, or Customer's confidential, proprietary, or personal information.</p>

### Dell Care Premium does not include

- Activities not expressly described or defined in this Service Description including but not limited to installation, de-installation, relocation, training assistance, and remote administrative activities.
- Performance or administrative assistance that is not expressly described in this Service Description.
- Supply items, media replacement, operating supplies, cosmetic accessories, or parts such as frames and covers

<sup>1</sup> Availability may differ outside of the United States and is limited to commercially reasonable efforts. For more information, visit [www.dell.com/support](http://www.dell.com/support) to determine how to get more assistance.

or support thereon.

- Batteries in devices older than 12 months and not covered by Dell's Extended Battery Service or batteries purchased with a 3-year defect warranty in devices older than 36 months and not covered by Dell's Extended Battery Service.
- Direct third-party product support or Collaborative Assistance of versions not currently supported by the manufacturer, vendor, or partner.
- Support to the hardware or/and software post-installed by Customer, unless it is covered by a separate service contract purchased from Dell.
- No malware or virus removal beyond SupportAssist for Home PCs capabilities as expressly described in this Service Description.
- Data backup services.
- Any recovery or transfer of data or applications.
- Advanced wireless, networking or remote installation, set-up, optimization, and configuration of applications beyond those expressly described in this Service Description.
- Scripting, programming, database design/implementation, web development, or recompiled kernels.
- Repair of damage or defects in Supported Products which are cosmetic and do not materially affect device functionality.
- Services that, in the opinion of Dell, are required due to unauthorized attempts to install, repair, maintain, or modify hardware, firmware, or software other than by Dell, Dell's Authorized Reseller or Service Provider or by Customers utilizing Customer Replaceable Unit (CRU) parts.
- Technical support for software applications that Dell deems uncommon, not supported by the OEM manufacturer, not listed in the Comprehensive Software Support list, or not being amongst the top gaming titles as determined solely by Dell.
- Technical support for shareware applications.
- Services that, in the opinion of Dell, are required due to improper treatment or use of the products or equipment.
- Support for equipment damaged by act of nature (such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes), misuse, accident (other than those expressly covered by the Accidental Damage/Complete Care Service terms), abuse of the Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), removal or alteration of equipment or parts identification labels, or failure caused by a product for which Dell is not responsible.
- Note: Specific situations may arise where the Supported Product is infected with a virus or malware that prohibits Dell from providing support until the virus or malware has been removed. In those situations, the Customer will be informed by the technical support agent.

#### [Accidental Damage \(Complete Care in Latin America\)](#)

**NOTE: These Accidental Damage/Complete Care Service terms and conditions are NOT applicable to customers in Australia, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, South Africa, South Korea, Spain, Sweden, Switzerland, and the United Kingdom.**

**This is not a contract of insurance. Please read this Agreement carefully.** Customers in EMEA (Europe, Middle East, Africa) and Asia can view their separate Accidental Damage Protection or Accidental Damage Theft Protection Cover Conditions terms, which will describe the terms and conditions applicable to the Accidental Damage/Complete Care Service feature of the Customer's purchase of Dell Care Premium at: [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).

Customers in Australia and New Zealand can access their Dell Accidental Damage Protection Insurance and Product Disclosure Statement which will describe the terms and conditions applicable to the Accidental Damage/Complete Care Service feature of the Customer's purchase of Dell Care Premium at: <https://www.dell.com/servicecontracts>.

This Accidental Damage (Complete Care Service in Latin America) section, the "Accidental Damage/Complete Care Service" applies as follows: During the term of this Service Description and subject to the limitations in this Service Description, we will repair or replace the Supported Product as necessary to correct any damage to the Supported Product which occurs during the usual and customary usage of the Supported Product and is caused by either accidental damage from handling (including drops and spills) or an electrical surge.

Only parts built in or on the base unit of the Supported Product, including parts or accessories that are required for regular operation of the base unit and shipped at point of sale, such as internal memory, built-in LCD, internal components/switches, built-in buttons, drawers, lids or panels, remote controls, or cables are covered.

When the Accidental Damage/Complete Care Service is purchased for a desktop system, both the desktop and the monitor purchased with the desktop will be covered under this Service Description. The Accidental Damage/Complete Care Service does not cover externally-attached computers, peripherals, including, but not limited to printers, or other devices that may work in conjunction with the Supported Product, and this Accidental Damage/Complete Care Service does not cover components, cases, television or monitor wall mounts, wiring, or items classified as "accessories" or "consumables" and not built in or on the base unit of the Supported Product, such as batteries that are out of warranty, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, memory cards, SIM cards, disposable memory devices, wire connections, carrying cases, stylus pens, docking stations, external modems, external speakers, game consoles, game disks, secondary monitors, external mouse for notebooks, external keyboard for notebooks, or other input/output devices, any other components not internal to the Supported Product for which you purchased Accidental Damage/Complete Care Service, or other parts/components requiring regular user maintenance.

If we repair your Supported Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Supported Product.

If we decide that it is necessary to replace the Supported Product rather than repair it, you will receive a Supported Product equivalent to or better than the Supported Product you originally purchased from us, as determined by us in our sole and reasonable discretion.

For any incident that Dell determines is eligible for Accidental Damage/Complete Care Service under this Agreement (for purposes of this Accidental Damage/Complete Care Service section, a "Qualified Incident"), Accidental Damage/Complete Care Service coverage is limited to one Qualified Incident per Supported Product per 12-month period commencing from the start date of the term of Service. The ability to submit an incident does not accumulate or carry over to any subsequent 12-month period. However, each Qualified Incident will be applied to the 12-month period

during which it is reported, even if such incident is resolved during a subsequent period. Once the Qualified Incident limit is reached, Dell may offer to repair Customer's product for an additional charge.

**Service Response Level.** When you request Accidental Damage/Complete Care Service, you must allow Dell to evaluate the Supported Product to determine whether the product qualifies for Accidental Damage/Complete Care Service. Dell's technical support agent will inform you of the options available to you to ship your Supported Product to Dell for evaluation and repair. So long as you follow our directions, as specified in the "Cooperate with Technician" section below, Dell will pay all shipping charges for return of the Supported Product to Dell's service facility. In some instances, Dell may make other evaluation and repair methods available to you as part of the Accidental Damage/Complete Care Service.

**Hardware Only.** Accidental Damage/Complete Care Service support is for hardware only, and that support does not cover software. This software exclusion includes but is not limited to: 1) any defects in or damage, including without limitation malware or virus-inflicted damage (unless such damage is within the scope of the malware and virus support included with Dell Care Premium), to software preloaded on, purchased with or otherwise loaded on the Supported Product and 2) any software loaded through Custom Factory Integration. In addition, this Accidental Damage/Complete Care Service does not cover any other items added through Custom Factory Integration. We will exercise reasonable efforts to, but this Agreement does not guarantee that we will, repair or replace non-software Custom Factory Integration items that may otherwise be excluded components.

**Service Limitations.** Accidental Damage/Complete Care Service does not cover, and we are not obligated to repair or replace:

- Any damage to or defect in the Supported Product that is cosmetic. Under this Agreement, we are not obligated to repair wear and tear on the Supported Product and other superficial items, such as scratches and dents that do not materially impair your use of the Supported Product.
- Any Supported Product that anyone other than Dell or a person we designate has tried to repair. We will not reimburse you for any repairs that you or another person make or attempt to make to the Supported Product.
- Any Supported Product that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation. "Customer Installation" shall include any of the following performed by the Customer or any third party on behalf of the customer: (1) unpacking or moving the Supported Product (2) installation or mounting of a Supported Product to a wall or other structure (or removal of the same following installation) and (3) affixing of brackets or other weight bearing devices designed for mounting or attachment to a wall or other structure (or removal of the same). Customer Installation does not include installation services purchased from Dell.
- Any Supported Product that is lost or stolen. To receive repair or replacement of a Supported Product, you must return the damaged Supported Product to us in its entirety.
- Any Supported Product that is damaged by fire from an external source or that is intentionally damaged or damaged by misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment. If we find evidence of intentional damage, misuse, abuse, failure to follow instructions provided with the Supported Product, or use of the Supported Product in an incorrect environment, we are not obligated to repair or replace the Supported Product.
- Any recovery or transfer of data stored on the Supported Product. You are solely responsible for all data stored on the Supported Product, and it is your responsibility to complete a backup of all existing data, software, and programs on

affected products before receiving services (including telephone support) or shipping products back to Dell. In addition, you are responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, memory cards, CDs, or PC cards. We do not provide you any data recovery services under this Accidental Damage/Complete Care Service Description. However, if Dell determines that replacement of a storage device or hard drive is necessary, we will reload, at no charge to you, the then-current version of major application and operating system software you originally purchased from us, including any installed Custom Factory Integration applications. We do not, however, represent or warrant and this Service Description does not obligate us to ensure that any installed Custom Factory Integration applications will be compatible with the replacement Supported Product.

- Preventive maintenance. It is not necessary that you perform any preventive maintenance on the Supported Product to obtain repair or replacement of a Supported Product covered by these Accidental Damage/Complete Care support terms.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of the covered Supported Product.
- Any damages arising from acts of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.

**Additional Limitations for Service Purchased After the Purchase of the Supported Product.** Where allowed by law, this Accidental Damage/Complete Care Service may also be available for purchase after the date that Customer purchased a product. In those instances, the following conditions and limitations apply:

- **Requests for Accidental Damage/Complete Care Service for the Supported Product cannot be presented until 30 days after the Accidental Damage/Complete Care Service's purchase date, as indicated on Customer's invoice, information page or other order confirmation; provided however, that the 30-day waiting period will not apply to Customers who extend their service period prior to the expiration of the preceding service term.**
- Customer is responsible for ensuring that the Supported Product is in normal operating condition at the time Accidental Damage/Complete Care Service is purchased. Under no circumstances will Dell be responsible for Accidental Damage/Complete Care Service for any damage or defect that existed prior to the Customer's purchase of Accidental Damage/Complete Care Service.

### 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 Online Support Diagnosis, Technical Support Agent, and Onsite Technician.** Customer will cooperate with and follow the instructions given by any Dell remote support diagnosis service or technical support agent. Experience shows that most system problems and errors can be corrected remotely by closely following the remote diagnosis instructions or through close cooperation between the user and the technical support agent.

**Maintain Software and Service Releases.** Customer will maintain software and Supported Products at Dell-specified minimum release levels or configurations as specified on [www.dell.com/support](http://www.dell.com/support). Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell 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 and during the delivery of this Service. 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, or PC Cards regardless of whether an onsite technician is also providing assistance. Dell will not be responsible for the restoration or reinstallation of any programs or data. Unless prohibited by applicable local laws, Dell will have no data loss liability for:

1. Any of your confidential, proprietary or personal information.
2. Lost or corrupted data, programs or software.
3. Damaged or lost removable media.
4. 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.
5. The loss of use of a system or network.
6. For any acts or omissions, including negligence, by Dell or a third-party service provider.

**Antivirus Set up.** Prior to receiving antivirus software setting assistance, the Customer must have an active antivirus subscription service.

**Malware and Virus Remediation.** Malware and Virus removal detected by SupportAssist for Home PCs may also require assistance from Customer, remote support from Dell, or both. Customer acknowledges that alteration or remediation of some malware 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 malware or viruses will not return to or appear on a Customer's Supported Product after Services have been rendered. Given the increasing complexity of anti-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 or virus present after the Service has been performed. Dell expects its Customers to employ protective software, such as anti-virus software and firewalls, to protect a Customer's own network and systems against unauthorized access and the automated spread of malicious software.

**Third Party Warranties.** These Services may require Dell to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else other than the manufacturer works on the hardware or software. Customer will ensure that Dell's performance of Services will not affect such warranties or, if it does, that the effect will be acceptable to Customer. Dell does not take responsibility for third party warranties or for any effect that the Services may have on those warranties.

### Dell Services Terms & Conditions

This Service Description is entered between you, the customer (“you” or “Customer”), and the Dell entity identified on your Invoice for the purchase of this Service.

**For U.S. Consumers:** Dell is pleased to provide these services to Consumers in accordance with this Service Description and the applicable “U.S. Consumer Terms of Sale” at [www.dell.com/terms](http://www.dell.com/terms) (referred to as an “Agreement”).

**For All Customers:** Please see the table below which lists the URL applicable to your Customer location where your Agreement can be located. The parties acknowledge having read and agree to be bound by such online terms. If you are a commercial customer, please refer to the Commercial Terms of Sale for your country.

Terms & Conditions Applicable to Your Purchase of Dell Services		
Customer Location	Customers Purchasing Dell Services Directly from Dell	Customers Purchasing Dell Services Through an Authorized Dell Reseller
<b>United States</b>	U.S. Consumer Terms of Sale at <a href="http://www.dell.com/terms">www.dell.com/terms</a>	U.S. Consumer Terms of Sale at <a href="http://www.dell.com/terms">www.dell.com/terms</a>
<b>Canada</b>	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)	<a href="http://www.dell.ca/terms">www.dell.ca/terms</a> (English) <a href="http://www.dell.ca/conditions">www.dell.ca/conditions</a> (French-Canadian)
<b>Latin America &amp; Caribbean Countries</b>	Visit <a href="http://www.dell.com">www.dell.com</a> Select the End User’s country to find the specific Terms of Sale, then go to the Terms and Conditions section and select the applicable Terms of Sale.	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website <a href="https://www.dell.com/servicecontracts">https://www.dell.com/servicecontracts</a>
<b>Asia-Pacific-Japan</b>	Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="#">Consumer Service Contracts   Dell</a>	Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence, hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. Unless purchased from Dell, you will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.



<p><b>Europe, Middle East, &amp; Africa</b></p>	<p>In addition, Customers located in France, Germany and the UK can select the applicable URL below:</p> <p>Local <a href="http://www.dell.com">www.dell.com</a> country-specific website or <a href="http://www.dell.com/servicecontracts">http://www.dell.com/servicecontracts</a></p> <p>UK: <a href="#">Consumer Service Contracts   Dell UK</a></p> <p>FRANCE: <a href="#">Service Contracts for Individuals   Dell France</a></p> <p>GERMANY: <a href="#">Service Contracts for Home Users   Dell Germany</a></p>	<p>Service Descriptions and other Dell service documents which you may receive from your seller shall not constitute an agreement between you and Dell but shall serve only to describe the content of Service you are purchasing from your seller, your obligations as a recipient of the Service and the boundaries and limitations of such Service. As a consequence, hereof any reference to “Customer” in this Service Description and in any other Dell service document shall in this context be understood as a reference to you whereas any reference to Dell shall only be understood as a reference to Dell as a service provider providing the Service on behalf of your seller. Unless purchased from Dell, you will not have a direct contractual relationship with Dell with regards to the Service described herein. For the avoidance of doubt any payment terms or other contractual terms which are by their nature solely relevant between a buyer and a seller directly shall not be applicable to you and will be as agreed between you and your seller.</p>
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**Note:** Customers may access their local Dell website by simply accessing [www.dell.com](http://www.dell.com) from a computer connected to the internet within their locality or by choosing among the options at Dell’s “Choose a Region/Country” drop down menu.

#### **All Customers:**

Prior to the expiration of your service contract and subject to the limitations set forth in this Service Description, you may be able to extend your service period based on available options then in effect for your Supported Product; provided however, that the duration of your service contract shall not extend beyond the duration of the hardware warranty (including any warranty extensions). Please note that this is independent of any statutory warranty rights you may have under mandatory local consumer law. Customer further agrees that by renewing, modifying, extending, or continuing to utilize the Service beyond the initial term, the Service will be subject to the then-current Service Description available for review at [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts).

To the extent that any terms of this Service Description conflict with any terms of the Agreement, the terms of this Service Description will prevail, but only to the extent of the specific conflict, and will not be read or deemed to replace any other terms in the Agreement which are not specifically contradicted by this Service Description.

By placing your order for the Services, receiving delivery of the Services, utilizing the Services or associated software or by clicking/checking the “I Agree” button or box or similar on the Dell.com website in connection with your purchase or within a Dell software or internet interface, you agree to be bound by this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity, you represent that you have authority to bind such entity to this Service Description, in which case “you” or “Customer” shall refer to such entity. In addition to receiving this Service Description, Customers in certain countries may also be required to execute a form of signed Order Documentation.

## Additional Terms & Conditions Applicable to Support & Warranty-Related Services

- 1. Term of Service** This Service Description commences on the date you place your order and continues through the Term of Service. The "Term of Service" begins on the invoice date and extends for the term indicated on the Customer's invoice. For countries where Dell does not sell directly to end customers, the Service Description commences at the time of first purchase and lasts for a period as stated by Dell in supporting documents (e.g., Dell invoice) and Dell website. Unless otherwise agreed in writing between Dell and the Customer, purchases of Services under this Service Description shall be solely for Customer's own use and not for resale or service bureau purposes.
- 2. Supported Products** This Service is available on Supported Products which include select Dell (PC's) branded products which are purchased in a standard configuration ("Supported Products"). The specific Product covered under this Service Description is described on your invoice or the information page included with your copy of this Service Description. Supported Products are added regularly, so please contact a sales representative or visit [www.dell.com/support](http://www.dell.com/support) for the most up-to-date list of Services that are available on your Supported Products. Each Supported Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by Customer for each Supported Product. Please refer to the Service Tag on your Supported Product when contacting Dell for this Service.
- 3. Hardware Warranty Scope.** Support-related services may include technical support options (telephone, internet, etc.) and service parts and related labor services to repair or replace defect(s) in materials and workmanship pursuant to and occurring within the warranty period applicable to the Supported Product(s) (a "Qualified Incident"). Please see [www.dell.com/warranty](http://www.dell.com/warranty) or your regional Dell website for warranty information or contact a technical support agent for more details.
- 4. International Travel Support.** Dell provides service and support options when traveling with Supported Products outside of your home country and for a period of less than six (6) months. Certain service and support features may not be available and is subject to the terms of the Geographical Limitations & Relocation section. Additional terms and conditions apply; please contact Dell technical support for more details or visit <https://www.dell.com/support/contents/article/contact-information/international-support-services/dell-international-support>.
- 5. Inspection.** Dell reserves the right to inspect the Supported Product to confirm that it is in normal operating condition. Dell may, for an additional charge, offer Customer repair options to return the underlying product to normal operating condition.  
If, upon inspection, Dell determines that the damage or defect for the Supported Product existed before the Service was purchased, then the request for Service will be denied.
- 6. Parts and Product Ownership.** All Dell parts or components removed from the Supported Product and any original products for which Customer received a replacement product become the property of Dell. If Dell delivers a replacement part, component, or product to Customer, Customer must relinquish the item to Dell, unless Customer has purchased "Keep Your Hard Drive" for the affected product, in which case Customer may retain the respective hard drive(s). If Customer does not relinquish the item to Dell as required above, or if the unit is not returned within ten (10) days in accordance with written instructions provided with the replacement

unit (in the event the replacement unit was not delivered in person by a Dell onsite technician), Customer agrees to pay Dell for the replacement unit upon receipt of invoice. **IF YOU FAIL TO PAY DELL FOR ANY PART, COMPONENT, OR PRODUCT, THEN DELL MAY CANCEL THIS SERVICE DESCRIPTION, SUSPEND YOUR WARRANTY AND/OR SERVICE SUPPORT ON ANY DELL PRODUCT YOU MAY OWN UNTIL THE APPLICABLE AMOUNT IS PAID, AND/OR TAKE OTHER LEGAL STEPS.** A suspension of warranty or service for failure to properly return a part, component, or product will not toll the term of your warranty or service contract.

7. **Parts.** Dell uses, and Customer expressly authorizes the use of, new and reconditioned parts and products made by various manufacturers in performing repairs and replacing products.
  
8. **Advanced Exchange.** If applicable in your region, Dell may offer to provide a replacement part or product (“Replacement Item”) to you on an Advanced Exchange basis, regardless of the original level of service purchased by you. Before providing an Advanced Exchange, Dell may require a valid credit card number and credit authorization or payment for the Replacement Item from you prior to sending you such Replacement Item. If you do not wish to provide credit authorization or payment pursuant to this paragraph, you will not receive a Replacement Item on an Advanced Exchange basis. We will not charge your credit card for the Replacement Item, or we will refund your payment for such Replacement Item as long as: 1) you return the original part or product to us within 10 days of your receipt of the Replacement Item and 2) we confirm that your product issue is covered under the warranty applicable to Customer's Supported Product(s) or a valid support contract. Please see [www.dell.com/warranty](http://www.dell.com/warranty) or your regional Dell website for warranty information or contact a technical support agent for more details. If we do not receive your original part or product within 10 days, we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, will not refund your payment. If upon receipt of your original part or product, we determine that your product issue is not covered under the applicable warranty or valid support contract, then you will be given the opportunity to return the Replacement Item, at your sole expense, within ten (10) days from the date we contact you regarding the lack of coverage for your issue, and if you do not return the Replacement Item, then we will charge your credit card for the then-current standard price for the Replacement Item, or, if payment was required in advance of shipment, then we will not refund your payment.

### Important Additional Information

**No Warranties.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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 HEREUNDER.

**Limitation of Liability.** TO THE EXTENT ALLOWED BY LOCAL LAW, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND DELL’S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT, OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A PRO-RATED REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICE THAT IS THE BASIS OF THE CLAIM. UNDER NO CIRCUMSTANCES WILL DELL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, COST, PROFITS, LOST SAVINGS OR EARNINGS, LOST OR CORRUPTED DATA, OR OTHER LIABILITY ARISING OUT OF OR RELATED TO THIS

AGREEMENT, OR OUT OF THE INSTALLATION, DEINSTALLATION, USE OF, OR INABILITY TO USE THE SYSTEM, OR OUT OF THE USE OF ANY SERVICE MATERIALS PROVIDED HEREUNDER.

THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF (i) INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (ii) IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

**Binding Arbitration.** FOR CUSTOMERS IN THE US AND CANADA, THIS SERVICE DESCRIPTION REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. FOR ALL OTHER CUSTOMERS: THE DISPUTE RESOLUTION TERMS THAT APPLY TO YOU ARE SET OUT IN YOUR TERMS OF SALE. Neither Dell nor you may institute any action in any form arising out of this Service Description more than eighteen (18) months after the cause of action has arisen, or in the case of nonpayment, more than eighteen (18) months from the date of last payment.

**Governing Law.** THIS AGREEMENT SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. DIFFERENT GOVERNING LAW PROVISIONS MAY APPLY TO YOU AS SET FORTH IN EXHIBIT A OR IN THE APPLICABLE TERMS OF SALE.

**Severability.** If any provision of this Service Description is void or unenforceable, the parties agree to delete it and agree that the remaining provisions will continue to be in effect.

**Commercially reasonable limits to scope of service.** Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Product was designed. Customer acknowledges that Dell may not be able solve Customer's particular problem.

**Optional services.** Optional services (including point-of-need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to the terms and conditions of this Service Description.

**Assignment and Subcontracting.** Dell may subcontract this Service and/or assign this Service Description to qualified third party service providers who will perform the Service on Dell's behalf.

**Complete Agreement.** THIS SERVICE DESCRIPTION IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DELL AND IT SUPERSEDES ALL PRIOR ORAL AND WRITTEN PROPOSALS AND COMMUNICATIONS PERTAINING TO THE SUBJECT MATTER HEREOF.

**Cancellation.** If you purchased this service from a seller other than Dell, please see your sales receipt or other sales documentation for return policy, and please visit your original place of purchase for returns, cancellations, or refunds. FOR CUSTOMERS WHO PURCHASED FROM DELL, UNLESS OTHERWISE STATED IN THE APPLICABLE TERMS OF SALES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING TO DELL AT LEAST THIRTY (30) DAYS WRITTEN NOTICE OF THE DECISION TO CANCEL. DELL WILL ISSUE A REFUND TO YOU FOR ANY UNUSED PORTION OF THE SERVICE TERM FOR WHICH YOU HAVE PAID. IF MORE THAN THIRTY (30) DAYS HAVE TRANSPIRED FOR THE CURRENT CONTRACT YEAR, THEN A REFUND WILL NOT BE PAID FOR THAT CURRENT CONTRACT YEAR. THE BASE LIMITED HARDWARE WARRANTY OR BASIC HARDWARE SERVICES AGREEMENT, AS APPLICABLE, MAY NOT BE CANCELED. CANCELLATION OF EXTENDED WARRANTIES

OR ADDITIONAL SERVICES AT ANY TIME AFTER THE ORDER IS PLACED MAY REDUCE ANY APPLICABLE DISCOUNT AND MAY REQUIRE RETURN OF THE COMPLETE PRODUCT.

If you are a consumer, the Cancellation clause above does not affect any applicable statutory warranties or rights for consumers.

Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms.
- Customer refuses to cooperate with the assisting technical support agent or onsite technician.
- Customer fails to abide by all of the terms and conditions set forth in this Service Description.
- If you threaten the technical support agent or onsite technician either verbally or physically.
- If your location or the general area where the product is located is infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by the onsite technician; or
- Customer repeatedly misuses this Service for out of scope issues or otherwise violates the terms of Dell's fair use policy as provided herein.

If Dell cancels this Service for any of the above reasons, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless local law requires other cancellation provisions that may not be varied by agreement. If Dell cancels this Service for any of the above reasons, Customer shall not be entitled to any refund of fees paid or due to Dell. Additionally, Dell may, at its discretion, terminate the Services on thirty (30) days' notice to Customer, in which case Customer will be entitled to a pro-rated refund of any unearned fees for Services that Customer paid.

**Geographic Limitations & Relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available in all areas. In situations when relocation occurs to a country where the Service is already available, Dell will use commercially reasonable efforts to honor the Service obligation, per the terms of Service in the destination country. In situations where relocation occurs to a country where the Service is unavailable, the Service does not transfer.

Service options, including service levels and technical support hours will vary by geography and are subject to entitlement verification. Certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Products is subject to local service availability and may be subject to additional fees.

Limitations could include:

- support in the language(s) used by Dell for providing support in the new country,
- the availability of labor and parts (in particular, some parts such as foreign language keyboards or AC adapters, may not be available),
- the ability to support software not in local language, or not designed for the local market.

Customer must transfer the service tag on the Supported Product to the local country if relocating permanently to a different country. Specific rules for ownership transfers can be found at:

<https://www.dell.com/support/kbdoc/000125103>.

**Transfer of service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Product and this Service, or Customer purchased the Supported Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at [www.dell.com/support](http://www.dell.com/support) (for the US and Canada) and <https://www.dell.com/servicecontracts>. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Product to a geographic location in which this Service is not available (or is not available at the same price) as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available. The Service may not be transferred to another device or Service Tag.

**Fair Use Policy.** The use of these Services is subject to Dell's fair use policy. Dell's fair use policy provides that if at any time a user is found to be abusing the Services by exceeding the level of reasonably expected use, then Dell reserves the right to suspend or cancel these Services. In addition, to the extent allowed by local law, Dell reserves the right to suspend or cancel any Services that Dell, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than the eligible customer or his or her permitted transferee hereunder, or (c) for any computer system other than a Supported Product.

**Recording Calls.** In carrying out its obligations to provide Dell Care Premium (the "Services") and to the extent allowed by local law, Dell, or its third-party subcontractors, may at Dell's discretion and solely for the purposes of monitoring the quality of Dell's response, record part or all of the calls, chat, email, and other interactions between you and Dell. Dell will handle your personal data, which may include transfer of your data to other jurisdictions, in accordance with [Dell's Privacy Statement](#). If you do not agree with these terms, please do not use the Services.

## Exhibit A

### Country-Specific and State-Specific Terms and Conditions

Unless separate governing law and jurisdiction provisions are set forth for the Customer's country in this Exhibit A or elsewhere in this Service Description, each party agrees to the governing law and jurisdiction provisions set forth in the terms of sale for the Service, without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods.

#### Country-Specific Provisions on Governing Law and Jurisdiction for Asia-Pacific and Japan (APJ) Customers.

The governing law and which courts can adjudicate any dispute arising out of or in connection with this Service Description depends on where Customer is domiciled. Each party agrees to the applicable governing law below, without regard to choice or conflicts of law rules or the United Nations Convention on the International Sale of Goods, and to the exclusive jurisdiction of the applicable courts below.

If Customer is domiciled in:	The governing law is:	The courts having jurisdiction are:
<b>China</b>	Laws of People's Republic of China	Exclusive jurisdiction of the People's Court in Xiamen
<b>Hong Kong and Macau</b>	Laws of Hong Kong	Non-exclusive jurisdiction of the courts of Hong Kong
<b>Taiwan</b>	Laws of Taiwan	Non-exclusive jurisdiction of the Taipei District Court in the ROC
<b>Korea</b>	Laws of Korea	Non-exclusive jurisdiction of the Seoul Central District Court
<b>Malaysia</b>	Laws of Malaysia	Non-exclusive jurisdiction of the courts of Malaysia
<b>Singapore</b>	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore
<b>Thailand</b>	Laws of Thailand	Non-exclusive jurisdiction of the courts of Thailand
<b>India</b>	Laws of India	Exclusive jurisdiction of the courts in Bangalore
<b>Indonesia</b>	Laws of Republic of Indonesia	Non-exclusive jurisdiction of Central Jakarta district court
<b>Any other country in the Asia Pacific &amp; Japan region not otherwise mentioned</b>	Laws of Singapore	Non-exclusive jurisdiction of the courts of Singapore
<b>Australia</b>	Laws of Australia	Non-exclusive jurisdiction of the courts of New South Wales
<b>New Zealand</b>	Laws of New Zealand	Non-exclusive jurisdiction of the courts of New Zealand

#### Country-Specific Provisions for Customers in Canada

**Governing Law.** THIS SERVICE DESCRIPTION SHALL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO (IF YOU ARE LOCATED OUTSIDE OF QUEBEC) OR THE LAWS OF THE PROVINCE OF QUEBEC (IF YOU ARE LOCATED IN QUEBEC) AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

**Notices.** Any written notices provided by you to Dell must be sent to the following address: Dell Canada Inc., 155 Gordon Baker Rd. Suite 501, North York, ON, M2H3N5, Attn: Service and Support Department.

#### **Country-Specific Provisions for U.S. Customers**

Notices. Any written notices provided by you to Dell must be sent to the following address: Dell Marketing L.P., One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department.

#### **Country-Specific Provisions for EU Customers**

AS A CONSUMER, YOU MAY BE ENTITLED BY LAW TO REMEDIES FREE OF CHARGE IN CASE OF CONFORMITY DEFECT FOR THE SOFTWARE PURCHASED FROM DELL. NOTHING SET OUT IN THIS SERVICE DESCRIPTION AFFECTS OR REDUCES THE STATUTORY RIGHTS AND REMEDIES UNDER APPLICABLE CONSUMER PROTECTION LAWS THAT, BY LAW, MAY NOT BE ALTERED OR REDUCED.

#### **Country-Specific Provisions for Customers in LATAM**

In case of conflict between this Service Description and Dell's Consumer Terms of Sale or Dell's Commercial Terms of Sale, as applicable, the latter will control. NOTHING SET OUT IN THIS SERVICE DESCRIPTION AFFECTS OR REDUCES THE STATUTORY RIGHTS AND REMEDIES UNDER APPLICABLE CONSUMER PROTECTION LAWS THAT, BY LAW, MAY NOT BE ALTERED OR REDUCED.

#### **State-Specific Provisions for U.S. Customers who purchased for personal, family, or household purposes**

The terms stated in this paragraph are specific to warranties and services purchased for a separate charge in certain states. If you are not a permanent resident of the state identified in each paragraph below at the time you purchase the service for a separate charge, then you are not eligible for these rights and/or remedies. We are not obligated to provide the service under these terms except in the states specified below. The term "Agreement" in this section refers to this Service Description.

**Alabama and Georgia Customers.** The obligations of Dell under this Agreement are backed by the full faith and credit of Dell.

**California Customers.** You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within 30 days of receipt of this Agreement, you will receive a full refund if no claims have been made against the contract. If any claim has been made against the contract, then you will receive a pro-rata refund based on the retail value of any service performed. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the



number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Colorado Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**District of Columbia Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Florida Customers.** The terms stated in this paragraph are specific to permanent residents of Florida who purchase both the hardware and this Agreement for personal, family or household purposes. If you are not a permanent resident of Florida at the time you purchase the hardware and this Agreement for personal, family or household purposes, then you are not eligible for these rights and/or remedies. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. In the event you cancel this Agreement, you are entitled to a refund, which shall be based upon 90 percent of the unearned pro-rata purchase price less any claims that have been paid or less the cost of repairs made on your behalf. In the event the contract is canceled by Dell, the refund shall be based upon 100 percent of the unearned pro-rata purchase price. Arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing at the time a claim is asserted or a demand for arbitration is made that both parties want the arbitration to be binding. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Florida's laws governing service warranty associations in certain instances, then the laws of Florida shall govern in such instances. No fees for service transfer or downgrading due to geographic limitations apply. If service downgrades are required as a result of transferring the hardware to a new location, then you may cancel this Agreement and receive a pro-rata refund as set forth immediately above. Dell Marketing L.P. is a licensed service warranty association in Florida, and it is the issuer of this Agreement. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438- 2390.

**Hawaii Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Illinois Customers.** You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation.

**Kentucky Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Maine Customers.** You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder for the full purchase price of the Agreement and any sales tax refund required by state law. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. After the applicable twenty (20) or ten (10) day period has lapsed or if a claim has been made under the Agreement during that time period, you may cancel the Agreement and we will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least fifteen (15) days prior to cancellation by Dell and the notice will state the effective date of the cancellation and reason for the cancellation. If this Agreement is canceled by Dell for a reason other than non-payment of the provider fee, Dell will refund to you 100% of the unearned pro rata provider fee, less any claims paid. An administrative fee not to exceed 10% of the provider fee may apply upon cancellation by Dell. The obligations of Dell under this service contract are insured

under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438- 2390.

**Maryland Customers.** If you return the service contract within twenty (20) days of the date the contract was mailed to you, or the date the contract was delivered to you if it was delivered at the time of sale, and if no claim has been made under the contract, the service contract will be void and Dell will refund to you, or credit your account, the full purchase price of the service contract. If we fail to refund the purchase price of the service contract to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty equal to ten (10) percent of the value of the consideration paid for the service contract for each month that the refund is not paid or credited. Your right to void this service contract is not transferable and applies only to the original purchaser of the service contract, and only if no claim has been made prior to cancellation.

**Massachusetts Customers.** You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after we sent the Agreement to you or within ten (10) days of delivery if the Agreement was provided to you at the time of sale and you have not made a claim under this Agreement, then this Agreement is void and Dell shall refund to the Agreement holder, or credit the account of the Agreement holder or other payer of record, if different, for the full purchase price of the Agreement. The right to void this Agreement as provided in this subsection is not transferable and shall apply only to the original purchaser of the Agreement, and only if no claim has been made prior to the return of the Agreement to Dell. If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. If Dell cancels this Agreement, Dell shall mail a written notice to the owner of this Agreement at the last known address of such owner that is contained in our records at least five (5) days prior to cancellation by Dell. Prior notice is not required if Dell cancels due to nonpayment; a material misrepresentation; or a substantial breach of duties by the service contract holder relating to the covered product or its use. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Minnesota Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Montana Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Nevada Customers.** You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement within twenty (20) days after your receipt of this Agreement and you have not made a claim under this Agreement, you are entitled to a full refund of the Total Price. If you cancel this Agreement any time after twenty (20) days after your receipt of this Agreement or if you cancel this Agreement and have made a claim at any time under this Agreement, you are entitled to a refund of the unearned premium calculated on a pro rata basis, minus a cancellation fee of 10% of the Total Price. We may cancel this Agreement for any reason within seventy (70) days after your receipt of this Agreement. We may cancel this Agreement thereafter only if:

- You fail to pay an amount when due.
- You are convicted of a crime that results in additional service under this Agreement.
- It is discovered that you committed fraud or made a material misrepresentation in obtaining this Agreement or submitting a claim.
- It is discovered that you engaged in an act or omission, or violated a condition of this Agreement, after the date of this Agreement which substantially and materially increases the service due under this Agreement; or
- A material change occurs to the nature or scope of the service that causes it to be substantially and materially increased beyond that contemplated as of the date of this Agreement.

If we cancel or suspend this Agreement as provided above, we will send you written notice at the address indicated in our records. The notice will include the effective date of the cancellation or suspension, which will not be less than fifteen (15) days after the date we send you the notice of cancellation or suspension, and you will have the right to contact us to cancel the contract in lieu of suspension. In addition, in the case of cancellation, you will be entitled to a refund of the unearned premium calculated on a pro rata basis. If we fail to deliver to you within forty-five (45) days any unearned premium to which you are entitled as provided above, you will be entitled to an additional amount equal to 10% of the Total Price for every thirty (30) days such refund is delayed beyond the 45-day period. You are not required to pay a deductible to receive the service. The service covers only the types of defects expressly identified in this Agreement. Any other defects in the hardware existing prior to the date of this Agreement are not covered by the service. Repairs initiated or completed without Dell's prior approval will not be covered under this service contract. This Agreement shall be governed by the laws of the State of Nevada. The arbitration provisions of this Agreement shall not apply to disputes arising solely from this Agreement. Dell may assign its administrative obligations to a third party that is registered in Nevada but may not transfer its provider obligations unless the new provider files its own service contract in compliance with NEV. REV. STAT. ANN. §§ 690C.010, et seq. If you are not satisfied with the handling of the claim per this contract, you may contact Nevada's Insurance Division for assistance by use of the toll-free number of the Division which is available on the Division's Internet website at <https://doi.nv.gov/>. The current toll-free telephone number is (888) 872-3234. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement

insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**New Jersey Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**New Mexico Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**New York Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. In addition to the services specified under this Agreement, Dell will provide repair and replacement services as to defects in materials or workmanship, or wear and tear, to the extent provided in Dell's Limited Hardware Warranty (see <https://www.dell.com/warranty>), including any warranty extensions, the provisions of which Limited Hardware Warranty are incorporated by reference herein. Dell's Limited Hardware Warranty may be included with the purchase and in the price of the covered hardware. Such incorporation by reference shall not enlarge or diminish your rights or Dell's obligations under the Limited Hardware Warranty, provided, however, the duration of this Agreement shall not extend beyond the duration of the Limited Hardware Warranty (including any warranty extensions). In the event of a conflict between the provisions of this Agreement and the Limited Hardware Warranty, the provisions of this Agreement shall control. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**North Carolina Customers.** You are entitled to written notification before the sale of a service agreement that the purchase of a service agreement is not required either to purchase or obtain financing on the covered hardware. You may cancel this Agreement at any time by following the procedures for cancellation set forth in this Agreement. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the date you receive the covered hardware until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service

on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Oklahoma Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Oregon Customers.** The contact information for Dell Marketing L.P. is One Dell Way, Round Rock, TX 78682, Attn: Service and Support Department, (800) 624-9897. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Oregon law. Those laws may give you certain rights, or impose other requirements, such as a right to exhaust internal appeals prior to arbitration and a right to arbitrate in Oregon (unless you and Dell agree otherwise) with Oregon law as the governing law. In addition, arbitration must be by mutual agreement between the parties if such mutual agreement is expressly required by Oregon law governing private contacts. This Agreement shall be governed by the laws of the State of Texas as set forth in Section 6; however, to the extent such governing law is expressly prohibited by Oregon's laws governing service contract obligors in certain instances, then the laws of Oregon shall govern in such instances. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**South Carolina Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we are obligated to pay you a 10% penalty per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. If we cancel this Agreement, we will send you written notice of the cancellation at least fifteen (15) days prior to the effective date of cancellation. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Texas Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement and we fail to refund the purchase price of this Agreement to you within forty-five (45) days after your cancellation, we

are liable to you for a penalty of no more than 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. Any unresolved complaints concerning Dell or questions concerning the regulation of service contract providers may be addressed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711-2157, telephone (512) 463-6599 or (800) 803-9202 (within Texas). The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed or if a refund or credit is not paid within forty-five days of cancellation of the contract, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Vermont Customers.** The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Virginia Customers.** If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <https://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**Washington Customers.** If you cancel this Agreement pursuant to the procedures for cancellation set forth in this Agreement above and we fail to refund the purchase price of this Agreement to you within thirty (30) days after your cancellation, we are obligated to pay you a penalty of 10% per month of the amount of the refund due and owing to you. Your right to cancel this Agreement only applies to the original owner of the Agreement and may not be transferred to subsequent owners of the Agreement. The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Washington law. Those laws, including Wash. Rev. Code 48.110.070 (14) and the state Uniform Arbitration Act (Wash. Rev. Code 7.04A et seq.), may give you certain rights, such as a right to arbitrate in Washington at a location in closest proximity to your permanent residence (unless you and Dell agree otherwise). The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

**Wisconsin Customers.** This warranty is subject to limited regulation by the Office of the Commissioner of Insurance. Dell Technologies Inc. shall be considered the obligor on the service obligations hereunder.

**Wyoming Customers.** The arbitration provisions in this Agreement do not apply to the extent those provisions are expressly prohibited by Wyoming law. Those laws may give you certain rights, such as the right to voluntarily enter into a written agreement to arbitrate, and, to the extent required by Article 19, Section 8 of the Constitution of the State of Wyoming, arbitration of any and all claims and disputes arising solely out of the terms and conditions of this Agreement is non-binding unless the parties agree in writing that both parties want the arbitration to be binding. The final determination in any proceeding instituted pursuant to the arbitration provisions set forth in this Agreement may be submitted to a court of competent jurisdiction in accordance with Sections 1-36-101 to -119 of the Wyoming Statutes. This Agreement shall be governed by the laws of the State of Texas; however, to the extent such governing law is expressly prohibited by Wyoming's laws governing service contract providers in certain instances, then the laws of Wyoming shall govern in such instances. If you cancel this Agreement within thirty (30) days after this Agreement was provided to you, and no claims have been made against this Agreement, then this Agreement is void and we shall refund to the Agreement holder, or credit the account of the Agreement holder, with the full purchase price of the Agreement. The right to void the Agreement as provided in the preceding sentence is not transferable and shall apply only to the original Agreement purchaser. If you cancel this Agreement after thirty (30) days of your receipt of this Agreement, you are entitled to a pro-rata refund as follows: Refund = The Total Price minus (a) the number of days from the invoice date or other start date noted on your invoice or information page until we receive notice of your cancellation divided by the term of this Agreement; (b) 0.1 multiplied by the Total Price; and (c) the cost of any repair or replacement provided to you before cancellation. A 10% penalty per month shall be added to a refund that is not paid within 45 days after return of the service contract. If Dell cancels this Agreement, Dell shall mail a written notice to the holder of this Agreement at the last known address of such holder that is contained in our records at least ten (10) days prior to cancellation by Dell, and the notice shall state the effective date of cancellation and the reason for cancellation. Prior notice is not required if Dell cancels due to non-payment of the provider fee, a material misrepresentation by the Agreement holder to Dell, or a substantial breach of duties by the Agreement holder relating to the covered product or its use. The obligations of Dell under this service contract are insured under a service contract reimbursement insurance policy, and if Dell fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurer under the service contract reimbursement insurance policy by contacting Starr Indemnity & Liability Company, 399 Park Avenue, 2nd Floor, New York, NY 10022 (855) 438-2390.

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