



# Dell Service Description

## Incident-Based Support Services – Single-Incident, Multi-Incident, or Annual Support

---

### Service Overview

Dell is pleased to provide Incident-Based Support (the “Service”) in accordance with this Service Description (or “Agreement”) to our consumer (personal use) customers. Dell’s expired hardware warranty support covers the remote diagnosis of problems with your Dell system, including internal factory-installed accessories. The Service is available for a fee and offered on an incident basis to customers who no longer have hardware warranty or service coverage or who have a hardware or software issue that is beyond the scope of the Dell limited hardware warranty or service contract. By purchasing this Service from Dell, the customer (“Customer” or “you”) agrees to be bound by all terms and conditions set forth in this document (the “Service Description”). **THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

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

### Service Eligibility for Software Diagnosis and Repair Incidents

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

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

Incident support may be offered on a: a) single-incident, b) multi-incident, or c) an annual basis; for an additional fee to help resolve isolated and specific software issues. When purchased on a single-incident basis, support is limited to a single Dell branded product. When purchased as multi-incident or an annual support agreement, coverage extends to any Dell Supported Product owned by customer.

This service includes:

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

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



Available Services for Software Support Incident-Based Service	Description of Support
<b>Software</b> (Application or OS Support)	Help with operating system (OS) installation and configuration support or assistance with questions or issues on common applications including accounting software, productivity suites, browsers, and utilities. Basic installation of most 3rd party software. View the current Comprehensive Software Support list for Premium Support for more details on supported software at <a href="http://www.dell.com/comprehensive">www.dell.com/comprehensive</a> .
<b>Networking</b> (Printers, Networking & Wireless Support)	Help setting-up and/or diagnosing peer-to-peer wireless and Ethernet networks. Assistance with printer setup and connecting to an existing wireless network.
<b>Virus Remediation</b> (Virus/Spyware Support)	Help troubleshooting and remediating most virus and spyware
<b>Data</b> (Data Migration, Backup & File Transfer Support)	Help copying data from one hard drive to another and data migration from one system to another. Formatting and preparing drive receiving data transfer to operate in host system. Help backing up customer data from Dell PC to customer owned external media. Help using software utilities to recover missing or corrupt files wherever possible. (Some files may not be recoverable.)
<b>Security</b> (Protected PC Support)	Help with basic configuration and installation of key security software (purchased separately by Customer), and help setting up virus scans and personal firewalls.

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

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

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

- Hardware repair or parts and labor service



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

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

System types eligible for Service include selected: Dell desktops, Dell laptops, Dell tablets and All-In-Ones (AIO) that are less than five years old (from the original date of invoice) ("Supported Products"). Dell may update the Supported Products from time-to-time. Some older model products that are less than 5 years of age still may not be supported if, for example, parts are not readily available.

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

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

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

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

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

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



- 
- Preventative maintenance.
  - Repair of system after virus infection other than installation of the operating system to the default Dell factory settings.
  - Any services, tasks or activities other than those specifically noted in this Service Description.

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

Customers can purchase or receive the Service by calling Dell technical support or engaging in an online chat session with Dell technical support, or, in some limited situations, through the Dell eServices website ([www.dell.com/support](http://www.dell.com/support)). For purchases by phone, contact our tech support agents by calling 1-800-288-4410 and pressing option 1 for consumer (personal use).

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

## **Remote Diagnosis**

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

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

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

## **Support Options**

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

### **Parts Only**

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

### **Mail-In Service (Dell provides shipping box and pays shipping charges)**

After payment is received, Dell will send you a box and prepaid shipping label for you to package and send your product to Dell for repair. In addition to diagnosis, the applicable fee for mail-in service covers labor, shipping and parts to resolve the issue. Parts may include but are not limited to:





# Dell Service Description

## Incident-Based Support Services – Single-Incident, Multi-Incident, or Annual Support

Hard Drives (SATA)  
 Solid State Drives (SSDs)  
 Motherboards  
 LCD Screens

Processors  
 Memory  
 Batteries  
 Network & Graphics cards

DVD and Blue Ray Drives  
 Keyboard & Plastics

Mail-In service is only offered on Dell Tablets, Dell Notebooks and Dell All-In-One devices. Dell Desktops cannot be mailed in for repair. For hardware repair service on Dell Desktops please see Onsite option below.

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

**Important information about returning products to Dell for repair or replacement:** Upon receipt of the shipping supplies, you must package the product in the material provided and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

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

### Onsite Service:

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

Hard Drives (SATA)  
 Solid State Drives (SSDs)  
 Motherboards  
 LCD Screens

Processors  
 Memory  
 Batteries  
 Network & Graphics cards

DVD and Blue Ray Drives  
 Keyboard & Plastics

Onsite Service is only offered on Dell Notebooks, Dell Desktops, and Dell All-In-One devices. Dell Tablets are not eligible for Onsite Service. For hardware repair service on Dell Tablets, please see Mail-In Service option above.



---

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

In some cases the part will be shipped separately. Once you receive the part you are required to call Dell to set up the appointment for the repair. Onsite Service appointments are only available from Monday to Friday between the hours of 8am and 5pm local time.

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

Once you schedule an Onsite Service visit, Dell will dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your call is received by Dell, the service alternative you purchased, parts availability, geographical restrictions and weather conditions. An adult must be present at all times during the service technician's visit. You must grant the service technician free, safe, and full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. A monitor or display, a mouse (or pointing device), and a keyboard must also be provided (at no cost to Dell), if the system does not already include these items. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

### **Parts; Service Requirements – Part Returns and Customer Replaceable Units**

Parts used for the repair, under any of the above listed service options, may be new or refurbished. All replaceable parts come with a limited 90 day warranty. If the replaced part fails or causes your computer to fail we will repair your computer at no additional cost. For additional information on parts warranty visit [Dell Limited Hardware Warranty \(www.dell.com/warranty\)](http://www.dell.com/warranty).

**Part Returns.** You must return the defective parts or products to Dell. If the original product has been mailed to Dell for repair, Dell will keep the defective parts or products. If you choose onsite service, your In-Home/On-Site technician will send the returned parts or products to Dell. If you do not relinquish the defective items to the technician or return the defective items to Dell within 10 days from the receipt of the replacement part or product additional fees will apply. If your system is in-warranty or covered by a Dell service contract and you purchased this Service to receive support that is beyond the scope of the warranty or service contract applicable to your Supported Product, failure to relinquish or return the part or product being replaced within 10 days may result in suspension or termination of your warranty and/or service contract.

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





---

## Service Availability

Phone diagnosis will be available 7 days a week, 7 a.m. to 12 a.m. Central Standard Time, 365 days a year. Dell may not be able to fix all issues for your product. If we are unable to fix your product or do not have the part available we will ship your product back to you unrepaired, and you will be entitled to a refund of the fee (including any diagnostic fee) you paid for the Service. Refunds may take up to 21 days to be processed.

## Order Number

Customer's right to receive incident support is not transferable, and customer must maintain the confidentiality of the order number provided by Dell in connection with these Services. **Dell is not responsible for unauthorized use of a Customer's contract or order number.**

## General Customer Responsibilities

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

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

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

**Data Backup; Removing Confidential Data.** Customer will complete a backup of all existing data, software and programs on all affected systems prior to the delivery of this Service. This includes remote support. Customer should make regular backup copies of the data stored on all affected systems as a precaution against possible failures, alterations, or loss of data. In addition, Customer is responsible for removing any confidential, proprietary, or personal information and any removable media such as SIM cards, CDs, DVDs, or PC Cards regardless of whether an onsite technician is also providing assistance. **DELL WILL HAVE NO LIABILITY FOR:**

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

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

Customer understands and agrees that under no circumstances will Dell be responsible for any loss of software, programs, or data, even if technicians have attempted to assist Customer with their backup, recovery, or similar services. Any such assistance is beyond the scope of any Dell warranty and this Service Description. The



---

assistance is provided in Dell's sole discretion and without any guarantee or warranty of any kind. Neither does Dell provide any guarantee or warranty of any kind with respect to any third party product that a technician may use in assisting Customer.

## **Important Additional Information**

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

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

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

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

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

**No Warranties.** CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE SERVICE, THESE SERVICES ARE PROVIDED "AS IS" AND DELL MAKES NO WARRANTIES REGARDING THE SERVICE OR THE RESULTS OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AS TO THE SERVICES PROVIDED HEREUNDER.

**Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL ARISING FROM OR RELATING TO THIS SERVICE DESCRIPTION, ITS INTERPRETATION, OR THE BREACH, TERMINATION OR VALIDITY THEREOF, THE RELATIONSHIPS WHICH RESULT FROM THIS SERVICE DESCRIPTION, DELL'S ADVERTISING, OR ANY RELATED PURCHASE SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

**Binding Arbitration.** THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ANY AND ALL DISPUTES OR CONTROVERSIES BETWEEN CUSTOMER AND DELL, RATHER THAN JURY TRIALS OR CLASS ACTIONS, ACCORDING TO THE TERMS IN DELL'S U.S. CONSUMER TERMS OF SALE (see [www.dell.com/terms](http://www.dell.com/terms)).

**Limited Liability.** CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICE THAT IS THE BASIS OF THE CLAIM.





---

**Terms and Conditions:** Dell is pleased to provide these services to consumer (personal use) customers in accordance with this Service Description and the applicable “U.S. Consumer Terms of Sale” available at <http://www.dell.com/terms/>.

© 2017 Dell Inc. All rights reserved. Trademarks and trade names may be used in this document to refer to either the entities claiming the marks and names or their products.

