

# HP SmartFriend PC Setup Terms & Conditions



## Definitions

The following definitions shall apply to the terms and conditions of your Per Use Support and Consulting Services:

### **“Customer”**

As used herein “Customer” refers to an HP customer who purchases the HP Support and Consulting Services described in this Agreement either directly from HP or from an authorized HP reseller, wholesaler, or distributor.

### **“HP Service Portals”**

Means the web portals available on-line to Customers from which services can be purchased, scheduled, activated or tracked, and refers to the webpage providing the details of features, functionalities, deliverables, time limitations, number of covered use or calls, system requirements, activation methods and limitations of each service included in the Per Use Support and Consulting Services.

### **“Service”**

refers to the webpage (which is hereby incorporated by reference) providing the details of features, functionalities, deliverables, time limitations, number of covered use or calls, system requirements, activation methods and limitations of each service included in the Per Use Support and Consulting Services. Service are also referred to in this Agreement as “Service Descriptions”.

### **“Per Use Support and Consulting Services” or “Per Use Services”**

Means the individual service to be provided by HP or HP’s authorized representatives to Customer pursuant to the terms of this Agreement and the other documents incorporated by reference.

### **“Software”**

means any application, tools or other software program installed on the Customer’s personal computer or device for personal usage, system operation or diagnostic to facilitate the Per Use Support and Consulting Service. Software can be those software programs preloaded or otherwise included in the applicable personal computer or device products, those installed by the Customer after purchase of such Software, those downloaded, installed and used permanently or temporarily by or on behalf of HP to deliver the Per Use Service.

## Per Use Support and Consulting Services Overview

Pursuant to the terms of this Service Agreement (this “Agreement”), HP will provide the Per Use Support and Consulting Services described in this Agreement and in the applicable Service, to Customer in the United States. Subject to the applicable, the Per Use Support and Consulting Services under this Agreement may include, but are not limited to, remote or onsite assistance, hardware or software installation, training, break-fix support, personal computer performance tuning, or technology consultation. These Per Use Services are provided in conjunction with at-home personal computer products. As described in more detail in the applicable, each Per Use Service has a set of deliverables or features which are delivered on a Per Use basis to Customers. Customer hereby acknowledges and agrees that the Per Use Support and Consulting Services are offered by HP with the condition that Customer accepts without modification the terms and conditions set forth herein. Customer’s acceptance of these terms and conditions will be deemed to occur upon Customer’s purchase of the Per Use Support and Consulting Services. HP may, at its discretion, change the terms of this Agreement from time to time without notice to Customer. In the event of any conflict between this agreement and any Service Descriptions, the terms and conditions of this Agreement shall control.

## Charges

Customer will prepay for the applicable Per Use Support and Consulting Services at the time such service is purchased from HP or from HP's authorized resellers, wholesalers or distributors. Customer will pay all applicable taxes. Additional fees and charges, such as extra travel expenses, parts and extra labor required for delivering the Per Use Services may apply and be billed to Customer by HP or HP's authorized resellers, wholesalers or distributors. Terms for returns and/or refunds applicable to prepaid services are identified in the return policy of the original place of purchase. Refunds are no longer available once the PIN has been exposed or scratched off.

## Customer Representations

By purchasing the Per Use Support and Consulting Services, Customer hereby represents that: (i) it has the legal right, capacity and authority to enter into this Agreement with HP and be legal bound by the terms and conditions herein; (ii) any and all information provided by Customer to HP or HP's authorized resellers, wholesalers, distributors and third party service providers in connection with the Per Use Support and Consulting Services, including personal information (such as name, address, credit card number, expiration date, email account, etc.), is true, accurate and complete, and any change to such information will be promptly informed to HP; (iii) the Per Use Support and Consulting Services are purchased for customer's individual use, not for resale, redistribution or otherwise share with other parties or entities; (iv) it shall not engage in abusive or inappropriate activities with respect to the purchased Per Use Support and Consulting Services, such as creating unreasonably high volume of service requests; and (v) at all time during the term (as determined below) maintain valid licenses to use any Software required for the Per Use Services and comply with the terms of license of such Software.

## Service Requirements

Per Use Support and Consulting Services are provided based on the assumption that Customer meets certain requirements (such as PC hardware and software requirements) as further described in the applicable Service (the "Service Requirements"). Without limiting the Services Requirements set forth in the applicable Service, to the extent any Software is utilized in connection with the Per Use Support and Consulting Services, Customer must ensure that such Software is rightfully obtained via appropriate license(s) and are the current version of such Software is properly installed. With respect to Per Use Support and Consulting Services that can only be delivered remotely, Customer's PC must be able to "boot to desktop" and it is Customer's responsibility to have adequate Internet connection as required for HP to provide the service. If diagnostic software is used as part of the Per Use Support and Consulting Services, the products to which the service is provided will be configured in accordance with HP's instructions. During the term of the Agreement, Customer must maintain a valid email account to receive notices and other information regarding the Per Use Support and Consulting Services. Even if all the Service Requirements are met, the Per Use Support and Consulting Services purchased by Customer may not be available at all times. HP reserves the right to refuse to provide the Per Use Support and Consulting Services if HP reasonably believes that doing so would subject HP or any of its third party service providers to material business or legal risks.

## Warranty

CUSTOMER AGREES AND ACKNOWLEDGES THAT THE PER USE SUPPORT AND CONSULTING SERVICES ARE PROVIDED BY OR ON BEHALF OF HP ON AN "AS IS," "AS AVAILABLE" BASIS WITH ALL FAULTS. HP, ITS THIRD PARTY LICENSORS, ITS SUPPLIERS (INCLUDING, WITHOUT LIMITATION, GLOBAL SERVICE PROVIDERS), ITS AFFILIATES, ITS CONTRACTORS AND SUBCONTRACTORS, ITS PARTNERS AND ITS THIRD PARTY SERVICE PROVIDERS OR ANY DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF THE FOREGOING (EACH OF THE FOREGOING ARE AN "HP PARTY" AND COLLECTIVELY THE "HP PARTIES") DOES NOT PROVIDE ANY WARRANTY WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HP PARTIES SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NONE OF THE HP PARTIES PROVIDES ANY WARRANTY WHATSOEVER FOR ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY SERVICE. USE OF THE PER USE SERVICES

AND ANY SOFTWARE IS AT CUSTOMER'S OWN RISK AND IS NOT WARRANTED. NO HP PARTY WARRANTS THAT THE PER USE SERVICES AND SOFTWARE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. NO HP PARTY SHALL BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR PERSONAL COMPUTER OR DEVICE, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. NO HP PARTY MAKES ANY WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE PER USE SERVICES OR THE INTERNET. NO HP PARTY MAKES ANY WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE PER USE SERVICES OR ANY LINKS DISPLAYED. CUSTOMER EXPRESSLY ASSUMES ALL RISK AND RESPONSIBILITY FOR USE OF THE PER USE SERVICES, THE SOFTWARE AND THE INTERNET GENERALLY. DO NOT USE THE PER USE SERVICES OR THE SOFTWARE IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

## Eligibility

Unless otherwise specified in the applicable Service FAQs, the Per Use Support and Consulting Services will only be provided to Customers located in the US. HP does not provide Per Use Support and Consulting Services to customer not located in the US.

## Intellectual Property Rights

Customer will not gain by virtue of this Agreement or using the Per Use Services any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP or any HP Party. The applicable HP Party will retain exclusive ownership in all services deliverables created hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under this Agreement. HP grants Customer the right to use the Per Use Services solely for Customer's personal use.

## Limitations of Liability and Remedies

To the extent any HP Party is held legally liable to Customer, the aggregate liability for all HP Parties is limited up to the maximum of the purchase price paid by Customer under this Agreement for the Per Use Services at issue. No HP Party will be liable for performance delays or for nonperformance due to causes beyond its reasonable control. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL ANY HP PARTY BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE.

## Non-HP Services

Certain part of the Per Use Support and Consulting Services may be provided by third parties selected by the HP Parties (the "Third Party Services"). Customer agrees and acknowledges that such Third Party Services are provided to Customer subject to the terms and conditions of this Agreement as well as of the applicable third party providers. Customer shall comply with such terms and conditions and the applicable third party provider is solely responsible for the Third Party Services at issue. HP is not liable for the performance or non-performance of third party providers, their products or their services. HP's decision on how long to offer remote or onsite assistance services on selected non-HP products is final. Customer hereby authorizes the HP Parties to download, install and utilize certain third party Software and accept the terms and conditions of any such third party Software Licenses on Customer's behalf. Alternatively, HP may instruct Customer to review and accept such terms if they are agreeable to Customer. Customer acknowledges and agrees that certain of the Software may include trial versions that will expire and cease to function after a certain period of time (usually 30 days) unless Customer purchases a separate license to continue using such Software. Customer agrees that HP may, but is not obligated to, remove any Software downloaded to your personal computer or device during the Per Use Services after HP has completed or terminated the Per Use Services.

## Limitations of Service:

- HP does not provide support in relation to hardware or software products not designated in the Service FAQs.
- Repair or service of hardware or software or parts exchange is not included in this service unless clearly stated otherwise in the Service.
- Unless specifically stated in the Service FAQs otherwise, platforms running operating systems such as Linux or MAC OS are not covered by the Per Use Support and Consulting Services.
- Unless specifically stated in the Service otherwise, HP does not provide physical media, documentation or other physical deliverables to Customer with respect to the Per Use Support and Consulting Services.
- HP does not support or provide service to any non-supported software or any version of Software that is more than 180 days after release of its current version, unless otherwise agreed by HP.
- Unless specifically stated in the Service FAQs otherwise, HP does not support or provide service to any network or Internet connectivity matters of Customer.
- HP is not responsible to provide services that, in the reasonable opinion of HP, are required due to Customer's inappropriate use of the PC or the software applications.
- HP is not responsible to provide services that, in the reasonable opinion of HP, are required due to Customer's unauthorized modifications made to supported hardware or software.
- HP does not provide service or assistance with respect to topics relating to Web development applications.

## Customer Responsibilities

The Per Use Support and Consulting Service covered by this Agreement, confirmation of payment and relevant instructions on how to access the applicable services will be communicated to Customer via e-mail. In addition, Customer must:

- Register the product or users to which the Per Use Support and Consulting Services will be provided following the registration instructions provided on the HP Per Use Services Portal, in the email communications or as otherwise directed by HP. HP IS NOT OBLIGATED TO PROVIDE PER USE SUPPORT AND CONSULTING SERVICES IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER WITH HP AS STATED HEREIN.
- Use all reasonable efforts to support and cooperate with HP in connection with the Per Use Support and Consulting Services, including without limitation, to provide all information necessary for HP to deliver the services timely and to enable HP to determine the level of support eligibility. Customer acknowledges that HP's ability to deliver this service is dependent upon the Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data provided to HP by Customer.
- Be responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products to which the Per Use Support and Consulting Services are provided for reconstruction of lost or altered files, data, or software programs.
- Ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.
- Acknowledge that Customer has no ownership interest in diagnostic software provided by HP, if any, and will cooperate with HP to remove these diagnostic programs upon completion of the applicable service.

## Transfer of Service

This Agreement may only be assigned with HP's prior written consent.

## Term

This Agreement will begin on the date of initial purchase of the Per Use Services and will terminate upon the earlier of (i) one year after the date of initial purchase or (ii) when all included support services have been rendered.

## Governing Laws

Any disputes arising in connection with this Agreement will be governed by the laws of the State of California. The courts of the State of California shall have exclusive jurisdiction over any disputes related to this Agreement.

## Entire Agreement

The terms and conditions of this Agreement, together with the applicable terms, conditions or agreements between Customer, HP's authorized resellers, wholesalers or distributors and the HP Parties and the applicable Service, constitute the entire understanding between the parties relating to the provision of services described herein and will supersede any previous communication, representation or agreement whether oral or written. Customer's additional or different terms and conditions will not apply. Customer's acceptance of this Agreement is deemed to occur upon Customer's purchase of service. *No change of any of the terms and conditions will be valid, unless in writing signed by an authorized representative of each party.*

**For more information,**  
[hp.com/go/getupdated](http://hp.com/go/getupdated)



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