

HP SmartFriend Subscription Plans Terms & Conditions



Definitions

The following definitions shall apply to the terms and conditions of your subscription.

“Customer”

As used herein “Customer” refers to either (a) end-user HP customer who purchases the Subscription Services described in this Agreement directly from HP or from an authorized HP reseller, wholesaler, or distributor.

“HP Subscription Portal”

Means the web portal available on-line to customers from which subscription services can either be purchased, activated or renewed and from which contract details or services details can be accessed.

“License Key”

Means a serial number (or file and accompanying serial number) that enables the Customer to activate and use the Software provided as part of the purchased Subscription Services.

“Service”

Refers to the website (which is incorporated by reference) providing the details of features, functionalities, deliverables, system requirements, activation methods and limitations of each service included in the Subscription Services. Services are also referred to in this Agreement as “Service Descriptions”.

“Subscription Services”

Means the individual service or set of services (such as service suites) to be provided by or on behalf of HP 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 Subscription Services. 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, and those downloaded, installed and used permanently or temporarily by or on behalf of HP to deliver the Subscription Services.

Subscription Services

Pursuant to the terms of this Service Agreement (this “Agreement”), HP will provide the Subscription Services, including support, protection, collaboration and other PC management services described in this Agreement and in the applicable HP Services as described, to Customer in the United States. In connection with the Subscription Services, HP may license to Customer, or may require Customer to license from third parties, certain Software. Part of the Subscription Services may be provided by third parties selected by HP. Customer hereby acknowledge and agree that the Subscription Service is 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 Subscription 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 a pre-determined period of the applicable Subscription Service at the time such service is purchased from HP or from HP's authorized resellers, wholesalers or distributors. Terms for returns and/or refunds applicable to prepaid services are identified in return policy of the original place of purchase. Customer will pay all applicable taxes.

Customer Representations

By purchasing the Subscription 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 Subscription 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 Subscription 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 Subscription 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 Subscription Services and comply with the terms of license of such Software.

Service Requirements

Subscription 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 FAQs (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 Subscription Service, 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 Subscription 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 Subscription Services, the products to which the service is provided will be configured in accordance with HP's instructions. During the term of this Agreement, Customer must maintain a valid email account to receive notices and other information regarding the Subscription Service. Even if all the Service Requirements are met, the Subscription Services purchased by Customer may not be available at all times. HP reserves the right to refuse to provide the Subscription 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.

Third Party Software

In connection with the Subscription Services, Customer may be required to install or use certain third party Software (the "Third Party Software"). Customer agrees and acknowledges that the Third Party Software is licensed to Customer by the respective owners or licensees of such Third Party Software, not by HP. Customer shall accept and agree the terms and conditions provided by the respective owners or licensees prior to installing or using such Third Party Software.

Warranty

CUSTOMER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTION 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 SUBSCRIPTION SERVICES AND ANY SOFTWARE IS AT CUSTOMER'S OWN RISK AND IS NOT WARRANTED. NO HP PARTY WARRANTS THAT THE SUBSCRIPTION 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 SUBSCRIPTION SERVICES OR THE INTERNET. NO HP PARTY MAKES ANY WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SUBSCRIPTION SERVICES OR ANY LINKS DISPLAYED. CUSTOMER EXPRESSLY ASSUMES ALL RISK AND RESPONSIBILITY FOR USE OF THE SUBSCRIPTION SERVICES, THE SOFTWARE AND THE INTERNET GENERALLY. DO NOT USE THE SUBSCRIPTION 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, the Subscription Services will only be provided to Customers located in the US. HP does not provide Subscription Services to customer not located in the US.

Intellectual Property Rights

Customer will not gain by virtue of this Agreement or using the Subscription 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 Subscription 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 Subscription 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 Subscription Services after HP has completed or terminated the Subscription 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 are not covered by the Subscription 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 Subscription 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.
- HP is not liable for the performance or non-performance of third party vendors, their products or their support services. Third party services may be subject to additional terms and conditions with the third party vendor. HP's decision on how long to offer "how to" assistance on selected non-HP products is final.
- 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 unauthorized attempts by non-HP personnel to install, repair, maintain, or modify hardware, firmware, or software, or due to other causes external to the equipment or software
- 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.
- HP is not responsible to resolve hardware-related problems encountered during the verification testing process, unless such service is covered by an active HP warranty or an applicable HP hardware support agreement.

Customer Responsibilities

The Subscription Service covered by this Agreement, relevant instructions on how to access the applicable services are communicated to Customer on the product purchased. In addition, Customer must:

- Visit the HP Subscription Portal frequently to access other information such as changes to the Subscription Services, modifications to this Agreement or the [Service](#) and applicable updates.
- Register the product or users to which the Subscription Services will be provided following the registration instructions provided. HP IS NOT OBLIGATED TO PROVIDE SUBSCRIPTION 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.
- Ensure that the purchased Subscription Service is registered to and used by a single user or the number of users otherwise authorized. HP reserves the right to terminate any Subscription Service if such service is found to have been used by multiple customers or unauthorized users.

- Be responsible for the management and protection of the unique access number(s) to the purchased Subscription Service's to prevent any fraudulent use by other users.
- Use all reasonable efforts to support and cooperate with HP in connection with the Subscription 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 Subscription Services are provided for reconstruction of lost or altered files, data, or software programs.
- Acknowledges 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 Subscription Services and will terminate either when the support service has been provided, or at the end of the specified number of months of service purchased. All orders will continue until terminated by either party under the provisions of this Agreement. Services not redeemed expire 6 months from the purchase date.

Termination

Returns and/or refunds of prepaid services are dictated from the original place of purchase return policy. Either HP or Customer may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party. The Customer may terminate the Agreement directly with HP, by submitting a cancellation in writing to the address or calling the number provided below. The Customer will receive a pro rata refund based on the time expired less the cost of any consulting services delivered. HP may terminate at any time after the effective date of this Agreement if Customer fails to perform or observe any condition of this Agreement with HP. Notice of such cancellation by HP will be in writing and given at least thirty (30) days prior to cancellation. If HP cancels, Customer will receive a pro rata refund based on the time expired under the Agreement and costs for any technical support or claims consumed. Notwithstanding the foregoing, HP may terminate this Agreement immediately if (i) HP cease to provide the Subscription Services; (ii) Customer breaches the terms of this Agreement, or (iii) HP reasonably believes that Customer abuses the Subscription Services. HP may, at its discretion, change the features or functionalities of certain Subscription Service, substitute certain components of the Subscription Service with similar services provided by a different party (HP or third party) or discontinue certain components of the Subscription Service (collectively, "Service Changes"). HP will provide reasonable notice to Customer with respect to any Service Changes and may, at HP's sole discretion, adjust the Service Charges according to the Service Changes. Customer acknowledges that any software licensed to Customer may cease to operate or function properly after the termination and cancelation of Subscription Services or Service changes is effective.

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, contact our technical support center at 1-800-474-6836.

For SmartFriend services purchased in the United States, Hewlett-Packard Company located at 3000 Hanover Street, Palo Alto, CA 94304, is legally and financially obligated to provide the consulting support services described in this Agreement and these obligations are backed by the full faith and credit of HP.

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