Terms and Conditions

Helpdesk by HP Care Services Term Coverage

Support and Consulting Services Agreement

1 Definitions

The following definitions shall apply to the terms and conditions of your Helpdesk by HP Care Services Term Coverage Support and Consulting Services.

"Customer" As used herein "Customer" refers to either an end-user HP customer or a business who purchases the HP Term Coverage Support and Consulting Services described in this Agreement for a specific user/employee, either directly from HP or from an authorised HP reseller, wholesaler, or distributor.

"HP Services Portal" means the web portal available online to Customers from which services can be purchased, scheduled, activated or tracked.

"Service hp.com/uk/helpdesk" 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 Helpdesk – HP Care Services Term Coverage Support and Consulting Services; also referred to herein as "Service Descriptions".

"Helpdesk by HP Care Services Term Coverage Support and Consulting Service" or "Helpdesk by HP Care Services Term Coverage Service" means the individual service to be provided by HP or HP's authorised representatives to Customer pursuant to the terms of this agreement.

"Software" means any application, tools or other software program installed on the Customer's desktop computer for business usage, system operation or diagnostic to facilitate the Helpdesk – HP Care Services Term Coverage Support and Consulting Service. Software can either be those program preloaded or otherwise included in the applicable desktop computer products, those installed by the customer after purchase such Software, or those installed permanently or temporarily by HP to deliver the Helpdesk by HP Care Services Term Coverage Services.

"Term" means the specific period of time that your Helpdesk by HP Care Services Term Coverage Support and Consulting Services and this Agreement will be in effect. The Term begins on the date of purchase and its duration is determined by the selection you make at the time of purchase.

"Third Parties/Reseller" References third parties selected by HP.

2 Helpdesk by HP Care Services Term Coverage Support and Consulting Services Overview

Pursuant to the terms of this Helpdesk by HP Care Services Term Coverage Support and Consulting Services Agreement (this "Agreement"), HP will provide the Helpdesk by HP Care Services Term Coverage Support and Consulting Services described in this Agreement and in the applicable HP Service Description to Customers in United Kingdom, Ireland and France. Subject to the applicable Service Description, the Helpdesk by HP Care Services Term Coverage Support and Consulting Service under this Agreement may include, but are not limited to, remote assistance, hardware or software installation, desktop computer performance tuning or technology consultation.

These Helpdesk by HP Care Services Term Coverage Services are provided in conjunction with desktop computing products in a small office environment. As described in more detail in the applicable Service Description, each Helpdesk by HP Care Services Term Coverage Service has a set of deliverables or features which are Customers during the Term. Customer hereby acknowledges and agrees that the Helpdesk by HP Care Services Term Coverage 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 Helpdesk by HP Care Services Term Coverage Support and Consulting Services. HP may, at its discretion, change the terms of this Agreement from time to time through updates to the HP Services Portal. In the event of any conflict between this Agreement and any Service Descriptions, the terms and conditions of this Agreement shall control.

3 Charges

Customer will prepay for the applicable Helpdesk by HP Care Services Term Coverage Support and Consultive Services (or will pay on a monthly basis when purchased under the HP Subscription offers) at the time such service is purchased from HP or from HP's Resellers or distributors (the "Service Charges"). Customer will pay all applicable taxes.

4 Customer Representations

By purchasing the Helpdesk by HP Care Services Term Coverage 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 Resellers and distributors in connection with the Helpdesk by HP Care Services Term Coverage Support and Consulting Services, including personal information (such as name, business, 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 Helpdesk by HP Care Services Term Coverage Support and Consulting Services are purchased for customer's individual use, not for resale, redistribution or otherwise sharing with other parties or entities; (iv) it shall not engage in abusive or inappropriate activities with respect to the purchased Helpdesk by HP Care Services Term Coverage Support and Consulting Services, such as creating unreasonably high volume of service requests; and (v) at all time during the Term maintain valid license to use any Software required for the Helpdesk by HP Care Services Term Coverage Services and comply with the terms of license of such Software.

5 Service Requirements

Helpdesk by HP Care Services Term Coverage 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 Description (the "Service Requirements"). Without limiting the Services Requirements set forth in the applicable Service Description, to the extent any Software is utilised in connection with the Helpdesk by HP Care Services Term Coverage 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 Helpdesk by HP Care Services Term Coverage 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 Helpdesk by HP Care Services Term Coverage Support and Consulting Services, the products to which the service is provided will be configured in accordance with HP's instructions. During the Term, Customer must maintain a valid email account to receive notices and other information regarding the Helpdesk by HP Care Services Term Coverage Support and Consulting Service. Even if all the Service Requirements are met, the Helpdesk by HP Care Services Term Coverage Support and Consulting Service purchased by Customer may not be available at all times. HP reserves the right to refuse to provide the Helpdesk by HP Care Services Term Coverage Support and Consulting Services if HP reasonably believes that doing so would subject HP to material business or legal risks

6 Warranty

CUSTOMER AGREES AND ACKNOWLEDGES THAT THE HELPDESK BY HP CARE SERVICES TERM COVERAGE SUPPORT AND CONSULTING SERVICES ARE PROVIDED BY HP ON AN "AS IS" BASIS. HP DOES NOT PROVIDE ANY WARRANTY WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, HP DOES NOT PROVIDE ANY WARRANTY WHATSOEVER FOR ANY THIRD PARTY SOFTWARE OR ANY THIRD PARTY SERVICE.

7 Eligibility

Unless otherwise specified in the applicable Service FAQs, Helpdesk by HP Care Services Term Coverage Support and Consulting Services will only be provided to customers located in United Kingdom, Ireland and France.

8 Intellectual Property Rights

Customer will not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP. HP 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 services deliverables solely for Customer's personal use.

9 Limitations of Liability and Remedies

To the extent HP is held legally liable to Customer, HP's liability is limited up to the maximum of the purchase price paid by Customer under this Agreement for the Services at issue. HP will not 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 HP, ITS AFFILIATES, ITS SUBCONTRACTORS, OR SUPPLIERS 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.

10 Non-HP Services

Certain parts of the Helpdesk by HP Care Services Term Coverage Support and Consulting Services may be provided by Third Parties/Resellers (the "Third Party Services"). Customer agrees and acknowledges that such Third Party Services are provided to Customer subject to the terms and conditions of the applicable the Third Party/Reseller. Customer shall comply with such terms and conditions and the applicable Third Party/Reseller is solely responsible for the Third Party Services at issue. HP is not liable for the performance or non-performance of Third Party/Resellers, their products or their services. HP's decision on how long to offer remote assistance services on selected non-HP products is final.

11 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 Description.
- Unless specifically stated in the Service FAQs otherwise, platforms running operating systems such as Linux or non-current versions of operating systems are not covered by the Helpdesk by HP Care Services Term Coverage Support and Consulting Services.
- Unless specifically stated in the Service Description otherwise, HP does not provide physical media, documentation or other physical deliverables to Customer with respect to the Helpdesk by HP Care Services Term Coverage 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 unauthorised modifications made to supported hardware or software.
- HP does not provide service or assistance with respect to topics relating to web development applications.
- Under the Business Ready Suite, which is an integral part of Helpdesk of HP Care, Customer is entitled to perform up to three different tasks with a maximum call duration of 30 minutes.

12 Customer Responsibilities

The Helpdesk by HP Care Services Term Coverage 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 Helpdesk by HP Care Services Term Coverage Support and Consulting Services will be provided following the registration instructions provided on the Helpdesk by HP Care Services Term Coverage Services Portal, in the email communications or as otherwise directed by HP. HP IS NOT OBLIGATED TO PROVIDE HELPDESK BY HP CARE SERVICES TERM COVERAGE SUPPORT AND CONSULTING SERVICES IF CUSTOMER OR HP AUTHORISED REPRESENTATIVE DOES NOT REGISTER WITH HP AS STATED HEREIN.
- Use all reasonable efforts to support and cooperate with HP in connection with the Helpdesk by HP Care Services Term Coverage 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 Helpdesk by HP Care Services Term Coverage 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.
- This service must be purchased for each system, processor, processor core or end user in the Customer's environment that will require support.

13 Transfer of Service

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

14 Termination

HP may terminate this Agreement immediately if (i) HP cease to provide the Helpdesk by HP Care Services Term Coverage Support and Consulting Services (in which case a pro-rata refund will be provided); (ii) Customer breaches the terms or fails to perform its obligations of this Agreement, or (iii) HP reasonably believes that Customer is abusing the Helpdesk through the inappropriate use of the HP Care Services Term Coverage Support and Consulting. In the event of the Customer purchasing the Services under an HP Subscription, the HP Subscription's Terms and Conditions shallbe applied. See the HP Subscription Service FAQs. **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.

15 Entire Agreement

The terms and conditions of this Agreement, together with the applicable terms, conditions or agreements between Customer and HP's Resellers or distributors and the applicable Service Description, 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. No change of any of the terms and conditions will be valid, unless in writing signed by an authorised representative of each party.

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