

HP Personal Consulting Services

Terms and Conditions (US and Canada)



1. Personal Consulting Services

Hewlett-Packard Company located at 3000 Hanover Street, Palo Alto, CA 94304 (“HP”) will provide Personal Consulting Services (the “Personal Consulting Service(s)”) as described in these HP Personal Consulting Service Terms and Conditions and the applicable Service Description (collectively, the “Agreement”).

2. Definitions

- a. **“Customer”** means the end-user HP customer who purchases the Personal Consulting Service described in this Agreement directly from HP or from an authorized HP reseller.
- b. **“HP Services Portal”** means the web portals which may be available on-line to certain Customers from which Personal Consulting Services can be purchased, scheduled, tracked, activated or renewed and from which Agreement or Service Description details can be accessed.
- c. **“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 services, when applicable.
- d. **“Service Description”** means the Data Sheet detailing the features, functionalities, deliverables, system requirements, activation methods and limitations of each Personal Consulting Service.
- e. **“Software”** means one or more HP or third party software products or programs which may be provided to Customer by HP or third parties, if applicable, in connection with various elements of the Personal Consulting Services and will be subject to separate licensing terms accompanying the Software. Customer agrees and acknowledges that such Software is licensed to Customer by the respective owners or licensees of such Software. Customer shall accept and agree the terms and conditions provided by the respective owners or licensees prior to installing or using such Software.

3. Types of Personal Consulting Services

Customer will choose either Prepaid Services or Subscription Services at the time of purchase as further described here:

- a. **Prepaid Services** are Personal Consulting Services that Customer pays for in full at the time of purchase subject to the following terms:
 - i. **Charges:** Customer will pay the full cost, including taxes, for the Prepaid Service at the time of purchase (the “Service Charges”).
 - ii. **Term:** This Agreement will begin on the date of initial purchase of the Prepaid Service and will terminate when all included support services have been rendered. Customer will select the usage period, either a per incident one-time use or usage over an identified multi-month period of time, and specific services to be provided at the time of purchase.
 - iii. **Termination by Customer:** Customer may terminate this Agreement by cancelling any Prepaid Service prior to the expiration of the applicable valid usage period for a pro rata refund of the Service Charge by submitting a written cancellation or calling the number provided by HP. However, no cancellation is acceptable for any Prepaid Service, and no refund is provided to Customers, after the expiration of the applicable valid of usage period or after Customer has used all of the Prepaid Services selected at time of purchase.

- b. **Subscription Services** are the Personal Consulting Services that the Customer pays for on a monthly basis subject to the following terms:
- i. **Charges:** Customer will prepay for any activation fee and the first month of Personal Consulting Service at the time of purchase (the “Monthly Service Charge”). Customer will pay the Monthly Service Charge on a monthly basis beginning on the second month of service for the duration of the Term and Renewal Term, if any. Customer will pay all applicable taxes as part of the Monthly Service Charge.
 - ii. **Term:** This Agreement will begin on the date of initial purchase of the Subscription Service and shall continue for the specific duration as described in the specifically named service (SKU) purchased unless earlier terminated by either party (the “Term”). If neither party terminates the Agreement prior to the expiration of the Term, then the Agreement will automatically renew on a month-to-month basis at then-current rates (“Renewal Term”).
 - iii. **Termination by Customer:** Customer may terminate this Agreement by submitting a written cancellation or calling the number provided by HP at least thirty (30) days in advance of termination date. If the Customer chooses to terminate this Agreement prior to the end of the Term, early termination fees may apply as further described in the Service Description. If Customer cancels the Subscription Service within 30 days of the initial purchase, Customer may receive a refund of the initial Monthly Service Charges paid in advance, unless Customer has utilized the service prior to such cancellation, in which case the refund may be reduced based on the cost of the services provided prior to termination.

4. Customer Representations

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

5. Service Requirements

Customer must meet certain requirements (such as PC hardware and software requirements) as further described in the applicable Service Description (the “Service Requirements”). In addition, to the extent any Software is utilized in connection with the Personal Consulting Service, Customer must ensure that such Software is rightfully obtained via appropriate license(s) and that the current version of such Software is properly installed. With respect to Personal Consulting Services that can only be delivered remotely, Customer’s PC must be sufficiently functional so that it is able to support the delivery of the service. If the PC is not sufficiently functional, a hardware repair is necessary before Personal Consulting Services can be delivered remotely. It is also 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 Personal Consulting Services, the products to which the service is provided will be configured in accordance with HP’s instructions. During the Term and Renewal Term, Customer must maintain a valid email account to receive notices and other information regarding the Personal Consulting Service. Even if all the Service Requirements are met, the Personal Consulting Service purchased by Customer may not be available at all times. HP reserves the right to refuse to provide the Personal 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 PERSONAL 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 AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. 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 Description, HP Personal Consulting Services will only be provided under this Agreement to Customers located in the US.

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 or any third party Software provider. 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 Personal Consulting Services at issue. 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, STATUTE OR OTHERWISE.

10. Limitations of Service

- a. HP does not provide support in relation to hardware or software products not designated in the Service Description.
- b. Repair or service of hardware or software or parts exchange is not included in this Personal Consulting Service unless clearly stated otherwise in the Service Description.
- c. Unless specifically stated otherwise in the Service Description, platforms running operating systems such as Linux or MAC OS are not covered by the Personal Consulting Services.
- d. Unless specifically stated otherwise in the Service Description, HP does not provide physical media, documentation or other physical deliverables to Customer with respect to the Personal Consulting Services.
- e. 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.
- f. Unless specifically stated otherwise in the Service Plan Description HP does not support or provide service to any network or Internet connectivity matters of Customer.
- g. HP is not responsible for providing services that, in the reasonable opinion of HP, are required due to Customer’s inappropriate use of the PC or the software applications.
- h. HP is not responsible for providing 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.
- i. HP is not responsible for providing services that, in the reasonable opinion of HP, are required due to Customer’s unauthorized modifications made to supported hardware or software.

- j. HP does not provide service or assistance with respect to topics relating to Web development applications.
- k. HP is not responsible for resolving 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.
- l. HP is not responsible for protecting Customer data and will not provide data backup prior to HP providing Personal Consulting Services.

11. Customer Responsibilities

The Personal 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:

- a. If applicable, visit the HP Services Portal frequently during the Term and Renewal Term to access updates to the Personal Consulting Services, this Agreement or the Service Plan Descriptions.
- b. If applicable, register the product or users to which the Personal Consulting Services will be provided by following the registration instructions provided on the HP Services Portal, in the e-mail communications or otherwise. IF REGISTRATION IS REQUIRED, THEN HP IS NOT OBLIGATED TO PROVIDE PERSONAL CONSULTING SERVICES IF CUSTOMER DOES NOT REGISTER WITH HP AS STATED HEREIN.
- c. Ensure that the purchased Personal Consulting Service is registered to and used by a single user or the number of users otherwise authorized. HP reserves the right to terminate any Personal Consulting Service if such service is found to have been used by multiple customers or unauthorized users.
- d. Be responsible for the management and protection of the unique access number(s) to the purchased Personal Consulting Service's to prevent any fraudulent use by other users.
- e. Use all reasonable efforts to support and cooperate with HP in connection with the Personal 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.
- f. Be responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products to which the Personal Consulting Services are provided for reconstruction of lost or altered files, data, or software programs. For clarity, Customer is solely responsible for backing up its data to an external source prior to HP providing Personal Consulting Services.
- g. Acknowledge that Customer has no ownership interest in Software provided by HP pursuant to the Personal Consulting Services, if any, and will cooperate with HP to remove such Software upon completion of the applicable service.

12. Transfer of Service

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

13. Termination by HP

HP may terminate this Agreement immediately if (i) HP ceases to provide the Personal Consulting Services, in which case a pro rata refund of Service Charges or Monthly Service Charges will be given; (ii) Customer breaches the terms of this Agreement, or (iii) HP reasonably believes that Customer abuses the Personal Consulting Services. HP may, at its discretion, change the features or functionalities of certain Personal Consulting Service, substitute certain components with similar services or discontinue certain components of the Personal Consulting 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 or Monthly 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 of this Agreement or as a result of Service Changes.

14. Governing Laws

Any disputes arising in connection with this Agreement provided by HP to Customer located in the US 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 arising from a Customer located in the US. In no event will any cause of action be brought against HP more than one year after the cause of action has accrued.

Entire Agreement

The terms and conditions of this Agreement (together with the Service Plan 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. There are no implied terms and conditions. *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 authorized personnel of each party.*

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