

# HP Care Pack Support Terms

Hewlett-Packard Vietnam Ltd



If you are a consumer (i.e. individual purchasing the services primarily for non-professional use) [click here](#)

If you are not a consumer (i.e. individual or company purchasing the services primarily for professional use) [click here](#)

## HP Care Pack Support Terms for consumers

### Consumer Protection Laws

The benefits provided under the HP Care Pack support services apply in addition to all rights consumer may have under the HP Limited Warranty provided with HP Products and/or under applicable consumer protection laws.

Your statutory consumer rights are not limited or affected in any manner by this Agreement.

### 1 Parties

These terms represent the agreement (“**Agreement**”) that governs the delivery of HP Care Pack support services from Hewlett-Packard Vietnam Ltd (“**HP**”) to a consumer who purchases the HP Care Pack support services either directly from HP or through an HP authorized partner for their own private use (a “**Customer**”).

### 2 “HP Care Pack support services”

are those services which are:

- Described in datasheet provided to you with your registration certification (the “Supporting Material”), which sets forth HP’s offering and eligibility requirements, service limitations and customer responsibilities. Supporting Material can be found at [HP’s Care Pack Central site: www.hp.com/go/cpc](http://www.hp.com/go/cpc).
- For HP products (“HP product”) purchased in the Asia-Pacific and Japan (“APJ”). The HP product covered by this Agreement and instructions on how to obtain HP Care Pack support services are described on the HP registration certifications furnished to Customer and/or at the back of the physical HP Care Pack or Service Agreement, which are incorporated herein by this reference.
- Either:
  - purchased at time of sale of the supported HP product, or within 90 days of such purchase; or
  - purchased at the end of the warranty or prior support coverage period (“Post-Warranty and Renewal HP Care Pack,” as more fully described below)

### 3 Prices and Taxes

Customer will prepay for HP Care Pack support services at the time of purchase.

Customer will pay all applicable taxes. If purchasing directly from HP, Customer agrees to pay all invoiced amounts according to the terms and conditions in HP Store website; if not, the reseller payment terms apply.

## 4 Cancellation

- **Complimentary cancellation.** Full refunds for prepaid HP Care Pack support services are available from the place of purchase only if Customer cancels within thirty (30) days of the start date of the Agreement, and provided no HP Care Pack support services have been provided by HP at time of cancellation. HP may discontinue HP Care Pack support services no longer included in HP's support offering upon sixty (60) days' written notice in which case a pro rata refund of prepaid HP Care Pack support services will be provided.
- **Withdraw Right for distant and off-premises contract.** The above cancellation rights are in addition to and do not limit Customer statutory rights to withdraw from distant and off-premises contracts. Therefore, if Customer purchases the HP Care Pack support services online, via phone or other distant sales or off-premises method, Customer has the right to withdraw from this Agreement, without giving any reason, within 14 days from the day of conclusion of this Agreement. Customer can exercise the above withdraw right and receive the corresponding refund. If purchasing directly from HP, Customer must follow the instructions provided in the HP store website where Customer purchased the HP Care Pack support services; if not, the reseller withdrawal terms will apply. If Customer expressly requested in writing to begin the performance of the HP Care Pack support services before expiration of the withdrawal period, Customer shall pay an amount which is in proportion to what has been provided until Customer has communicated his/her withdrawal, in comparison with the HP Care Pack support services that still remains to be completed at the date of withdrawal.

## 5 Location

Unless otherwise specified in the Supporting Material, HP will not deliver HP Care Pack support services on HP products moved outside the APJ and, within APJ, only in countries where HP has a Support Responsible Office or an authorized support representative. In addition, delivery of HP Care Pack support services outside of the applicable HP coverage areas – as specified in the Supporting Material – may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours (that may be communicated upon request to HP or HP resellers at any time). Relocation of any HP product under this Agreement outside of the APJ area is your responsibility and may result in additional support and administrative charges, and modified service levels and response times, under the then applicable conditions and rates in the relocation area (that may be communicated upon request to HP or HP resellers at any time).

## 6 Eligible Products:

To be eligible to purchase HP Care Pack support services, the HP product must be maintained in good operating condition. Customer represents to HP that the HP product will be maintained in good operating condition. Any HP software product covered by this Agreement must be that bundled with the HP product at the time of delivery by Customer and must be at its current or immediately preceding version level at the time support services are requested under these Terms. In addition:

- Support for software bundled with the HP product at the time of delivery is included in the HP Care Pack support services. No other software is covered by this Agreement, including non-bundled compatible software used with the HP product. Support for software bundled with the HP product is limited to verbal assistance with:
  - Answering Customer installation questions (first steps and prerequisites);
  - Setting up and configuring the software (first steps); and
  - Interpreting system error messages, and Isolating system problems to software usage problems.

- Unless otherwise expressly indicated in the relevant Supporting Material, Support for software bundled with the HP product does not include, among other things:
  - Generating or diagnosing user-generated programs or source codes;
  - Bug fixes or software repair;
  - Interconnectivity or compatibility problems specific to third party products, including non-bundled third-party software installed or used by Customer in connection with the use of the HP Product;
  - Installation of non-HP software products;
  - System optimization and customization; and
  - Network configuration.

## 7 Services Performance

HP Care Pack support services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any service concerns and HP will re-perform any service that fails to meet this standard. HP is not liable for the performance or non-performance of third party vendors, their hardware or software products, or their support services. HP will honor all statutory warranties required by applicable law.

## 8 Customer Responsibilities

- Customer will make all reasonable efforts to support and cooperate with HP in resolving the problem requiring support remotely, for example, starting and executing self-tests or diagnostic programs, providing all necessary information, or performing basic remedial activities upon HP's request.
- Customer will ensure that HP service personnel are provided with sufficient electrical power to perform necessary hardware maintenance and operating supplies used during normal operation.
- Customer must notify HP if any HP products serviced are being used in an environment that poses a potential health hazard to HP employees or subcontractors.
- Customer must ensure that an adult representative 18 years or older is present when HP is providing HP Care Pack support services at Customer's designated location or by telephone.
- If remote HP Care Pack support services are available, Customer will allow HP to keep system and network diagnostic programs resident on the covered HP product and provide HP login access for the exclusive purpose of performing diagnostics.
- Customer acknowledges that Customer has no ownership interest in any diagnostic software provided or utilized by HP and that HP will remove these diagnostic programs and any HP loaned modems or other equipment upon termination or expiration of this Agreement. When capable, the covered HP products must be configured to permit access to one voice-grade telephone line and one data-quality telephone line; both must have terminations located near the covered HP product. Upon HP's request, Customer will run HP-supplied diagnostic programs before having an HP product serviced under this Agreement.
- Customer shall remove all personal and/or confidential data from the defective product before it is returned to an HP designated location for repair or replacement. HP is not responsible for data stored on the returned product.

## 9 Confidentiality and Personal Information

Customer is responsible for the security of its proprietary and confidential information, including personally identifiable information Any personal data of Customer disclosed to HP in connection with this Agreement or accessed by HP in the provision of the HP Care Pack support services will be processed by HP to deliver the Service and in accordance with HP's privacy policy (available at: <http://www8.hp.com/us/en/privacy/ww-privacy.html>) and Personal Data Rights Notice (available at: <http://welcome.hp.com/country/privacy/privacynotice/index.html>)

## 10 Limitation of Liability

Nothing in this Agreement shall limit or exclude HP's liability for (i) death or personal injury caused by HP's negligence, or (ii) fraud, or (iii) any liability which cannot be excluded by applicable law. Neither HP nor its affiliates shall be liable for losses which do not result directly from HP's own breach, even if such loss is a foreseeable result of the breach (such loss will include downtime costs or lost profits), or other damage whether based in contract, tort, statute or otherwise. Nothing in this Agreement affect your statutory Rights as consumer.

## 11 Limitations of Service

HP Care Pack support services do not cover any damage or failure caused by:

- Failure or functional limitations of any non-HP software or product impacting systems receiving HP Care Pack support service;
- Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
- Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
- Abuse, neglect, accident, fire or water damage, electrical disturbances, transportation by anyone other than HP; or other causes beyond HP's control; or
- Malware (e.g. Virus, worm, etc.) not introduced by HP.

## 12 Registration

Customer is responsible for registering the product to be supported within ten (10) days of purchase of the HP Care Pack support service, using the registration instructions within each package, email, or as otherwise directed by HP. In the event a covered HP product changes location or the support service is transferred with the sale of a used product, registration (or a proper adjustment to existing HP registration) is to occur within ten days of purchase from previous owner. HP IS NOT OBLIGATED TO PROVIDE SUPPORT SERVICES IF CUSTOMER DOES NOT REGISTER HP PRODUCT AS STATED HEREIN.

## 13 Assignment

This Agreement may only be assigned in connection with sale of the covered HP product. Customer as assignor must inform HP when the covered product is sold. The assignment must be in writing, signed by the assignor and available for inspection by HP. Assignment will not be valid if in breach of local or U.S. export regulations. Customer is responsible for any taxes or fees associated with any assignment of the Agreement. Notwithstanding the foregoing, HP services may be delivered by an HP authorized partner.

## 14 HP Care Pack sold during Warranty

This Agreement among other HP Care Pack support services, apply to HP Care Pack support services sold during manufacturer warranty, i.e. a HP Care Pack support services which provide additional services to the services provided in the original manufacturer warranty.

## 15 Post Warranty or Renewal HP Care Pack Support Services

Certain select HP products may be eligible for the purchase of a Post Warranty or Renewal HP Care Pack. Such services must be purchased and registered as follows: i) no earlier than 90 days prior to expiration of the original product warranty or previously purchased HP Care Pack; and ii) no later than 30 days following expiration of the product warranty or previously purchased HP Care Pack (except for Renewal HP Care Packs purchased on HP products that have a lifetime warranty in which case this 30 day requirement is not applicable). Only one Post Warranty or Renewal HP Care Pack can be purchased and registered on the same HP product at the same time.

## 16 Term and Termination

- **HP Care Pack sold during warranty.** This Agreement begins on the start date of the hardware HP product warranty period and will terminate either upon completion of the specified number of years of service purchased; or for services with page limits or other specified usage limits, it will terminate upon the earlier of: i) reaching the specified page or usage limit (or page count) or ii) completion of the specified number of years of service purchased. Page count is defined as the number of pages (printed or plain) that have passed through a printer's print engine and recorded on the test page.
- **Post Warranty or Renewal HP Care Pack.** This Agreement begins upon the later of: i) expiration of the original product warranty ii) expiration of previous support coverage, or iii) the HP Care Pack purchase date, as applicable, and terminates upon completion of the specified number of years of service purchased.
- **Termination.** HP may terminate at any time after the effective date of this Agreement if Customer fails to perform or observe any material condition of this Agreement with HP, such as paying the HP Care Pack support services, register the product or follow the conditions above to assign this Agreement. Customer may terminate this Agreement for legitimate reasons, as determined by applicable law.

## 17 Governing Laws

Any disputes arising in connection with this Agreement will be governed by the laws of the country where the HP entity offering the services are based.

## 18 Entire Agreement

This Agreement (together with the Supporting Materials describing the Services purchased) represents the entire understanding of the parties with respect to its subject matter and supersedes any previous communications or agreements that may exist. HP's obligations are limited to this Agreement. 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 HP Care Pack support services. No change of any of the terms and conditions will be valid unless agreed in writing signed by each party.

# HP Care Pack Support Terms for non-consumers

## 1 Parties

These terms represent the agreement (“**Agreement**”) that governs the delivery of HP Care Pack support services from Hewlett-Packard Vietnam Ltd (“**HP**”) to (a) an end-user customer who purchases the HP Care Pack support services either directly from HP or through an HP authorized partner for their own internal use; or (b) an HP partner authorized to obtain HP Care Pack support services for their end-user customers or for the partner’s own end-use (either, a “**Customer**”).

## 2 “HP Care Pack support services”

are those services which are:

- Described in datasheet and the supplemental datasheet (the “Supporting Material”), which set forth HP’s offering, eligibility requirements, service limitations and customer responsibilities. Supporting Material can be found at [HP’s Care Pack Central site](#) and click [here](#) to access the supplemental datasheet terms for support.
- For HP products (“HP products”) purchased in Asia-Pacific and Japan (“APJ”).
- Either:
  - purchased at time of sale of the supported HP product, or within 90 days of such purchase; or
  - purchased at the end of the warranty or prior support coverage period (“Post-Warranty and Renewal Care Pack,” as more fully described below).

## 3 Prices and Taxes

Customer will prepay for HP Care Pack support services at the time of purchase. Customer will pay all applicable taxes. If purchasing directly from HP, Customer agrees to pay all invoiced amounts within thirty (30) days of HP’s invoice date; if not, the reseller payment terms apply.

## 4 Cancellation

Full refunds for prepaid services are available from the place of purchase only if Customer cancels within thirty (30) days of the start date of the Agreement, and provided no HP Care Pack support services have been provided by HP at time of cancellation. If the Supporting Material has a different cancellation provision, the terms of this Section 4 shall take precedence. HP may discontinue HP Care Pack support services no longer included in HP’s support offering upon sixty (60) days’ written notice.

## 5 Location

Unless otherwise specified in Supporting Material, HP will not deliver HP Care Pack support services on HP products moved outside APJ and, within APJ, only in countries where HP has a support responsible Office or an authorized support representative.

## 6 Services Performance

HP Care Pack support services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and HP will re-perform any service that fails to meet this standard. HP is not liable for the performance or non-performance of third party vendors, their products, or their support services.

## 7 Intellectual Property Rights

No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the ordered services.

## 8 Intellectual Property Rights Infringement

HP will defend and/or settle any claims against Customer that allege that an HP-branded Care Pack support service as supplied under this Agreement infringes the intellectual property rights of a third party. HP will rely on Customer's prompt notification of the claim and cooperation with our defense. HP may modify the HP Care Pack support service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the balance of any pre-paid amount. HP is not responsible for claims resulting from any unauthorized use of HP Care Pack support services.

## 9 Confidentiality

Customer is responsible for the security of its proprietary and confidential information. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for 3 years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.

## 10 Personal Information

Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer in providing services. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of delivering the services ordered. Customer is responsible for the security of its proprietary and confidential information, including PII.

## 11 Limitation of Liability

HP's liability to Customer under this Agreement is limited to the amount payable by Customer for the relevant HP Care Pack support service. Neither Customer nor HP will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. HP will not be liable for performance delays or for nonperformance due to causes beyond its reasonable control. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence; acts of fraud; willful repudiation of the Agreement; nor any liability which may not be excluded or limited by applicable law.

## 12 Limitations of Service

HP Care Pack support services do not cover any damage or failure caused by:

- Failure or functional limitations of any non-HP software or product impacting systems receiving HP Care Pack support service;
- Improper use, site preparation, or site or environmental conditions or other non-compliance with applicable Supporting Material;
- Modifications or improper system maintenance or calibration not performed by HP or authorized by HP;
- Abuse, neglect, accident, fire or water damage, electrical disturbances, transportation by anyone other than HP; or other causes beyond HP's control; or
- Malware (e.g. Virus, worm, etc.) not introduced by HP.

## 13 Registration

Customer or HP authorized partner is responsible for registering the product to be supported within ten (10) days of purchase of the support service, using the registration instructions within each package, email, or as otherwise directed by HP. In the event a covered HP product changes location or the HP Care Pack support service is transferred with the sale of a used product, registration (or a proper adjustment to existing HP registration) is to occur within ten days of purchase from previous owner. HP IS NOT OBLIGATED TO PROVIDE SUPPORT SERVICES IF CUSTOMER DOES NOT REGISTER HP PRODUCT AS STATED HEREIN.

## 14 Assignment

This Agreement may only be assigned in connection with sale of the covered HP product. Customer or HP authorized partner as assignor must inform HP when the covered product is sold. The assignment must be in writing, signed by the assignor and available for inspection by HP. Assignment will not be valid if in breach of local or U.S. export regulations. Customer is responsible for any taxes or fees associated with any assignment of the Agreement. Notwithstanding the foregoing, HP services may be delivered by an HP authorized partner.

## 15 Post Warranty or Renewal HP Care Pack Support Services

Certain select HP products may be eligible for the purchase of a Post Warranty or Renewal HP Care Pack. Such services must be purchased and registered as follows: i) no earlier than 90 days prior to expiration of the original product warranty or previously purchased HP Care Pack and ii) no later than 30 days following expiration of the product warranty or previously purchased HP Care Pack (except for Renewal HP Care Packs purchased on HP products that have a lifetime warranty in which case this 30 day requirement is not applicable). Only one Post Warranty or Renewal HP Care Pack can be purchased and registered on the same product at the same time.

## 16 Term and Termination

- **HP Care Pack sold during warranty.** This Agreement begins on the start date of the hardware HP product warranty period and will terminate either upon completion of the specified number of years of service purchased; or for services with page limits or other specified usage limits, it will terminate upon the earlier of: i) reaching the specified page or usage limit (or page count) or ii) completion of the specified number of years of service purchased. Page count is defined as the number of pages (printed or plain) that have passed through a printers print engine and recorded on the test page.
- **Post Warranty or Renewal HP Care Pack.** This Agreement begins upon the later of: i) expiration of the original product warranty ii) expiration of previous support coverage, or iii) the HP Care Pack purchase date, as applicable, and terminates upon completion of the specified number of years of service purchased.
- **Network or Software Support.** This Agreement begins on the date of registration or thirty (30) days after purchase, whichever occurs first; and will terminate upon the earlier of: i) completion of the specified number of years of service purchased or, ii) if applicable, upon closure of the last covered incident.
- **Termination.** 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.



## 17 Timeliness of Action

In no event will any cause of action be brought against HP more than one year after the cause of action has occurred.

## 18 Governing Laws

Any disputes arising in connection with this Agreement will be governed by the laws of the country where the HP entity offering the services are based.

## 19 Entire Agreement

This Agreement represents the entire understanding of the parties with respect to its subject matter and supersedes any previous communications or agreements that may exist. HP's obligations are limited to this Agreement. However, for HP authorized partners, the HP Partner Agreement may have additional terms that apply between HP and Partner. 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 HP Care Pack support services. No change of any of the terms and conditions will be valid unless in writing signed by an authorized representative of each party. If you are recognized as a consumer for the purchase of the support services hereunder, the consumer terms above apply: [click here](#).

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