

HP Care Pack Support Terms

United States



1. Parties

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

“**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 products purchased in the United States.
- Either:
 - purchased at time of sale of the supported 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 a data sheet, HP will not deliver HP Care Pack support services on products moved outside the United States.

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 greater of \$300,000 or 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 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

End-user 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 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 PRODUCT AS STATED HEREIN.

14. Assignment

This Agreement may only be assigned in connection with sale of the covered product. End-user 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 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 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 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 State of California. The courts of the State of California shall have jurisdiction.

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. In some states, you may be recognized as a consumer for the purchase of the support services hereunder, in which case, the consumer terms at this URL apply: hp.com/go/totalcare/terms-and-conditions

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