



ThinkPlus Service Description
Fixed Term Data Recovery Service

PART NUMBER: 80Y5944, 80Y5727

NOTICE: PLEASE CAREFULLY READ THE FOLLOWING SERVICE DESCRIPTION UNDER WHICH LENOVO (HONG KONG) LTD OR ITS DESIGNATED AFFILIATE(S) (“LENOVO” OR “WE”) WILL PROVIDE FIXED TERM DATA RECOVERY SERVICE (“SERVICES”) TO YOU (“YOU” OR “CUSTOMER”). LENOVO WILL PROVIDE SERVICE TO YOU ONLY IF YOU FIRST COMPLETE THE REGISTRATION PROCESS. PLEASE READ THIS SERVICE DESCRIPTION TOGETHER WITH THE GENERAL TERMS AND CONDITIONS AS ATTACHED

Service Scope

1. This Service is to provide multiple times of data recovery service to failed hard disk (“Serviced Hard Disk”) of Serviced Products within the Service Term as defined below. Lenovo will service You by attempting to recover the data on the Serviced Hard Disk of eligible Lenovo PC (“Serviced Product”) when the Serviced Hard Disk comes across the data loss due to mechanical failure, accidental deletion, software crash, or malware.

The Services Include:

- Removing the Serviced Hard Drive from the Serviced Product.
- Recovering data from Serviced Hard Disk on a best-effort basis
- Storing the Recovered data on DVD/CD disk provided by Lenovo or other media provided by Customer at time of Serviced Hard Drive collection (“Storage Media”).

Recovered data will be stored at recovery labs till the service completion report is acknowledged by You.

2. Serviced Products

This Service is valid only for one 3.5” desktop IDE, SATA or SSD drive or one 2.5” or 1.8” notebook IDE, SATA or SSD drive provided by Lenovo as a part of Your Serviced Product with capacity of no more than 500 GB. The aforementioned drive shall only be original from [Serviced Product](#). Any replacement of third party hard drive or any Lenovo hard drive upgrade or replacement by You shall not be included to this Service.

This Service is available on selected Lenovo notebook and desktop purchased in Hong Kong SAR which is in a standard configuration. You shall retain and present a proof for the eligible Serviced Product in order to avail for the Service.

3. Service Term and Service Time



You must purchase this Service together with Your newly purchased Serviced Product. Service not purchased on the same date of the Serviced Product is void. You shall provide the serial number of the Serviced Product when You purchase this Service. Lenovo reserves the right to refuse servicing You if it is reasonably concluded by Lenovo that the Service is not purchased together with the Serviced Product.

Customer shall register online as specified below in “Customer Responsibilities” to activate this Service within 30 calendar days from the invoice date of this Service and the Serviced Product. **If Customer does not register within 30 days, Lenovo reserves the right to terminate this Service. In this event, Lenovo will not provide any Service to the Customer, with no Customer entitlement to refund.**

This Service will be for the term which commences from the date You purchase this Service together with the Serviced Product and ends (1) one (1) year or three (3) years after that, as specified in the invoice of this Service or (2) the original warranty of Your Serviced Products expires or terminates, whichever is earlier.

The service time of Lenovo shall accord with that of the warranty of Your Serviced Product.

4. Types of Recovery Services

The following Service types will apply with respect to this Data Recovery Service, depending on the Service type You have purchased:

- Logical Recovery - The failed Serviced Hard Drive will not be disassembled physically and no hardware components of the hard drive will be repaired, modified or replaced during the Service. In order for data to be recovered successfully, software tools or applications will be used in the recovery process. If You are only entitled to Logical Recovery Service, no Physical Recovery Service will be provided to You.
- Physical Recovery – If it is deemed as necessary by Lenovo and authorized by You, the failed Serviced Hard Drive will be disassembled physically and hardware components of the hard drive might be repaired, modified or replaced. If any part or component is provided during the Physical Recovery, no warranty of any kind is provided to such part or component. **At Lenovo’s discretion, the facility nearest to You (possibly outside of Hong Kong SAR) will provide the Physical Recovery Service.** If You are entitled to and have authorized Physical Recovery service, Logical Recovery might be performed as well without additional charge to You at Lenovo’s discretion.

5. Lenovo Service Provider

The services of inspecting on the Serviced Hard Drive, Logical Recovery and Physical Recovery will be carried out by a third party service vendor engaged by Lenovo. For more information, please consult with Lenovo representative at Lenovo hotline.



Service Does Not Include

Additional to the part of "Service Exclusion" in the General Terms and Conditions, this Service does not include:

- a Installation or set-up service of any kind;
- b Configuration of hardware/peripherals/devices;
- c Backup of applications or operating systems;
- d Troubleshooting of applications, application compatibility issues, viruses or Internet connectivity;
- e Data destruction;
- f Data transfer except for storing the recovered data onto separate Storage Media ;
- g Service to hard drive out of the scope of Serviced Hard Drive, or hard drive not covered by original Warranty of Your Serviced Product;
- h Other activities such as, installation, de-installation, relocation, preventative maintenance, training assistance, remote administration; and
- i Any activity not specifically set forth in this Service Description.

Lenovo and Lenovo Service Provider reserves the right not to perform the recovery service if the data loss results from or caused by (i) misuse,, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You; (ii) willful act, deliberate act, recklessness, malicious act or vandalism of non-Lenovo party; or (iii) non-authorized service provider as determined by Lenovo. In this case, Lenovo reserves the right to terminate this Service and not refund any to You.

Lenovo and Lenovo Service Provider reserves the right not to perform the recovery service before or after You authorize the recovery work, if it is found that there is a permanent data loss due to complete or partial overwriting or severe data platter damage due to crashing of read-write heads, decided by Lenovo or Lenovo Service Provider at their own discretion. In this case, Lenovo reserves the right to terminate this Service and not refund any to You.

Customer Responsibilities

Additional to and/or to further clarify your responsibilities as specified in the General Terms and Conditions, you shall ensure the fulfillment of the following responsibilities for Lenovo to perform the Service.

- Retain and present the proof of entitlement, such as, the invoice or delivery receipt of the Serviced Product (with serial number and machine type of such) and the invoice of the Service.
- Register online (URL: <http://www.lenovo.com/hk/thinkplusregistraion>) to activate the Service within 30 days from the invoice date of this Service and the Serviced Product.
- Maintain warranty of Your Serviced Product during Data Recovery Service coverage period.



- Understand and agree that the Serviced Product, the Serviced Hard Drive and the data therein may be damaged prior to Lenovo's receipt of the Serviced Hard Drive, and performance of the Service may result in the destruction of or further damage to the Serviced Hard Disk and/or data stored therein.
- Understand and agree that no guarantee can be made to the result of this Service, which is dependent on many factors, including but not limited to the damage level and damage type of the Serviced Hard Disk. Lenovo agrees to make commercially reasonable efforts to attempt said recovery.
- Follow Lenovo instruction and present Your instruction in a timely manner during the Service procedure, including providing adequate detail to validate this Service.
- Understand and agree that the one who is responsible for delivering and collection the hard drive and the data storage is the rightful owner of the data requested to be recovered, or that the rightful owner of the data has given the customer permission to have the data recovered, on behalf of Customer.
- Make payment in a timely manner before the service is performed.
- If the Service is performed on Customer's site, provide Lenovo technician with safe and adequate work environment with sufficient space for the delivery of Services, including but not limited to: (1) sufficient power, electrical outlets, and power strips are provided to properly run the system; (2) access to office communications equipment necessary to provide the Services, including but not limited to phones, phone/data lines and fax access; and (3) all site or facility specific hardware and/or software.

IMPORTANT NOTICE: If any of the obligations on Customer are not immediately fulfilled upon starting any part of the Service, Lenovo or Lenovo Service Provider will accomplish as much of the Service as reasonably possible under the circumstances. In no event will Customer be entitled to any refund for amounts paid by Customer or to receive any additional service.

IMPORTANT NOTICE ABOUT YOUR DATA

The Physical Recovery will be performed by a Lenovo Service Provider outside Hong Kong SAR if necessary. Therefore, the data on Serviced Hard Drive, including personal data might be transferred outside Hong Kong. By purchasing the Physical Data Recovery Service, You irrevocably authorize Lenovo Service Provider to perform such service and agree on such transfer and further process for purpose of this Service. You will comply with all applicable data protection and privacy laws and represents that You have all permissions and consents necessary from applicable data and information rights holders (including individuals with respect to their personal information) to transfer the Serviced Hard Drive containing such data and information to Lenovo for recovery.

This Service may require Customer to authorize Lenovo or Lenovo Service Provider to



send their Serviced Hard Drive outside of Hong Kong SAR. Accordingly, Customer may have additional service steps and responsibilities associated with import or export, such as completing customs forms and cooperating with local export requirements.

Lenovo and Lenovo Service Providers will use their best efforts to hold Your data in the strictest confidence. Lenovo or Lenovo Service Provider will not process Your data for other purposes or transfer Your data to any other party without Your consent, unless otherwise required by applicable laws.

Service Procedure

1. Serviced Hard Disk collection

The Service level regarding collection of Your Serviced Hard Disk shall accord with the service level of the original warranty of Your Serviced Product.

- If the Service level of Your Serviced Product warranty is carry-in:

You shall go to Lenovo service centers to drop Your Serviced Hard Disk.

If onsite collecting of the Serviced Hard Disk is requested by You, You shall call Lenovo Service hotline (852) 31402778 to schedule the onsite collection. You shall provide information and follow the instruction of Lenovo phone coordinator to identify Your request and arrange resources. A surcharge will occur in such case.

- If the Service level of Your Serviced Product warranty is on-site:

You shall call Lenovo Service hotline (852) 31402778 to schedule the onsite collection. You shall provide information and follow the instruction of Lenovo phone coordinator to identify Your request and arrange resources.

Lenovo will contact You within 1 working days of receiving Your request call. Lenovo will provide at least one time slot of onsite collection within 2 days from the date of the request call.

You shall confirm Your acceptance of this Agreement by signing it before any Service is provided by Lenovo.

2. Recovery Service

Recovery service, including Logical Recovery and Physical Recovery will be performed according to the Service type You have purchased.

After the recovery service is finished, the Serviced Hard Drive, the Storage Media (if any data is recovered) and a service completion report will be delivered to Lenovo service center where You dropped the Serviced Hard Drive.

You will be contacted by Lenovo service center to collect Your Serviced Hard Drive and the Storage Media (if applicable). You shall sign the service completion report before the above items are passed to You.



3. Change of Service

No change of Service is available after Lenovo collects Serviced Hard Drive from You. If the onsite collection time needs to be changed after an appointment is made, you shall request for such change prior to 1 working day before the initial scheduled time and date. There may be limited availability of appointment dates and time for rescheduled collection. Lenovo may change or delay collection appointments due to Lenovo technician availability, weather related instances, or unforeseen physical or traffic issues. The change of Service may lead to additional service charges and modified service response times.

4. Service Cancellation and Termination

Lenovo may cancel this Service at any time during the service term if Customer refuses the assistance of a Lenovo technician or makes abusive claims for data recovery. In this event, Lenovo will provide Customer with a written notice of cancellation, with no Customer entitlement to refund.

LIMITATION OF LIABILITIES

Lenovo is only responsible for loss of Your Serviced Hard Drive as tangible property if it is lost while it is 1) in Lenovo's possession or 2) in transit in those cases where Lenovo is responsible for the transportation charges.

To the maximum extent permitted by law, LENOVO WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMMS or loss of use of system arising out of the Services or support or any act or omission, including negligence, by Lenovo or Lenovo Service Provider.



General Terms and Conditions of Lenovo Service (Non-Warranty Service)

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By purchasing, registering, or ordering the Services, or allowing others to do so, You accept and agree to be bound by this Agreement.

This agreement consists of General Terms and Conditions and the Service Description which is incorporated into this agreement by reference (collectively called “the Agreement”), is the complete and exclusive agreement regarding Your acquisition of the Services described in the Service Description and replaces any prior oral or written communications between You, Your Lenovo reseller or Lenovo. In the event of a conflict between the General Terms and Conditions and the Service Description, except for the variation in the Service Description explicitly allowed by the General Terms and Conditions, the General Terms and Conditions will prevail. The Services can only be purchased from Lenovo or an authorized Lenovo reseller.

“Affiliate” means any legal entity that You or We own, which owns You or Us, or which is under common ownership with You or Us. “Ownership” means more than 50% ownership.

1. **Services**

Lenovo will provide to You the Services as specified in the Service Description.

Services extend only to uses for which the computer hardware, software or peripheral products or their parts and components that are subject to the Service (“Serviced Product”) were designed.

The Service may be provided by Lenovo or a service provider authorized by Lenovo (“Lenovo Service Provider”).

2. **Services Exclusion**

Unless otherwise specified in the Service Description, the Services do not cover:

- a Uninterrupted or error-free operation of Serviced Product;
- b Loss of, or damage to, Your data;
- c Internet service, hardware (including any products, devices, peripherals, accessories or their components), or software;
- d Warranty service; (Warranty service is pursuant to the Serviced Product’s separately purchased warranty service agreement)
- e Failure or damage resulting from or caused by (i) misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You; (ii) willful act, deliberate act, recklessness, malicious act or



- vandalism of non-Lenovo party; or (iii) non-authorized service provider;
- f Failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request;
- g Any software, programs or applications, whether provided with the product or installed subsequently (except to the extent specifically stated in the Serviced Description);
- h Any accessories, peripherals, attachments or associated products or parts which are separable from the Serviced Product, whether or not provided by Lenovo;
- i Any repair or renewal of diskettes, printing ribbons, typefaces or other consumable supplies;
- j Cosmetic damage of Serviced Products;
- k De-installation, re-installation, relocation, preventative maintenance, remote administration or configuration of product, software or application;
- l Customization or optimization of Your desktop, including desktop icons, folders, or the configuration of applications, except as expressly stated in this Service Description;
- m Spyware/virus detecting, removal or disaster recovery (such as application software and reloading data);
- n Scripting, programming, database design/implementation, Web development or recompiled kernels;
- o Other activities not specifically stated in the Service Description.

3. *Lenovo Items*

In case any Lenovo branded hardware, software, application or parts to Lenovo branded products (“Lenovo Items”) are provided by Lenovo during the performance of the Services, no warranty is provided to Lenovo Items to the maximum extent permitted by applicable laws, unless explicitly specified in the Service Description. Your entitlement to warranty of the Lenovo Items (if any) shall be governed by separate documents accompanied such as Lenovo Statement of Limited Warranty.

When a type of Service involves the replacement of a hardware or part, the item Lenovo provides to You becomes Your property and the one replaced becomes Lenovo’s property. You represent that all removed items are genuine and unaltered. The item provided by Lenovo may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty status (if any) of the item replaced, unless otherwise stated in the Service Description. Before Lenovo exchanges a product or part, You agree to remove all features, parts, options, alternations, and attachments not under Lenovo’s Services.

4. *Third Party Items and Services*

In case any non-Lenovo branded hardware, software or application (“3rd-Party Item”) is needed during the performance of the Services, You shall obtain appropriate and sufficient rights, authorization or license of such. You shall get full knowledge of and accept the agreement governing the usage of such 3rd-Party Items before requesting Lenovo to perform Services.



In case any 3rd-Party Item is delivered by Lenovo to You during performance of the Services according to the Service Description, Lenovo is acting as Your representative as user, but not the reseller or agent of the providers of such 3rd-Party Items, even if they are recommended by Lenovo. You shall get full knowledge of and agree to the terms and conditions governing the use of such items before agreeing or instructing Lenovo to purchase them on behalf of You.

Some manufacturers' warranties may become void if Lenovo or anyone else other than the manufacturer works on the 3rd-Party Item. You shall get full knowledge of and accept the effect Lenovo's performance of Service may have over the warranty of such 3rd-Party Item before requesting for Service. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LENOVO IS NOT LIABLE FOR THE PERFORMANCE OR NON-PERFORMANCE OF THIRD PARTY VENDORS, THEIR PRODUCTS OR SERVICES, OR THE COMPATIBILITY OF ANY 3RD-PARTY ITEM WITH LENOVO PRODUCTS, NOR SHALL LENOVO BE LIABLE FOR ANY EFFECT THAT THE SERVICES MAY HAVE ON WARRANTIES OF THIRD PARTY ITEMS. YOU SHALL LOOK EXCLUSIVELY TO THE THIRD PARTY PROVIDER FOR ANY DAMAGES OR LIABILITY WITH RESPECT TO THE PROVISION OF SUCH THIRD PARTY PRODUCTS.

In some occasions, Lenovo Service Provider may offer or provide You with services or products other than the Services in their own name. Lenovo takes no liabilities of such offering, services or products, whether or not they are provided together with or related to the performance of Services, if they are not specified in the Service Description. Please ensure You differentiate the activities of such third party service provider on their own behalf and on Lenovo's behalf.

5. Your Responsibilities

Our ability to deliver the Services depends upon Your full and timely cooperation, as well as the accuracy and completeness of any information You provide, which includes but is not limited to:

- a You shall provide Serviced Products, and other required hardware, software, application, system and services, whether or not Lenovo branded, which shall be, in Our reasonable opinion, in working condition and at minimum release levels or configurations. In case any 3rd-Party Items are involved, You shall make the proof of entitlement, license agreement, user manual, drive disk, README file and other materials of such items available to Lenovo technicians.
- b You shall obtain appropriate authorization or permission for You and Lenovo to access and use the Serviced Products, the data on it, and all hardware and software components included in it, for the purpose of providing the Services, at Your own expenses before You request for the Services.
- c You shall ensure that Customer information including, but not limited to, credit card information and passwords is kept confidential and safeguarded. Lenovo will only use the information provided by You, including Your ID and password for the purpose of the Services. You are fully responsible for all activities that occur under Your ID and Password.
- d It is Your responsibility to relocate the product (if any), secure and back-up all programs,



data and funds contained in a product. Lenovo, or Lenovo technicians shall not be responsible at any time for data loss, alteration, or corruption of any software, program, data or files.

- e You shall contact Lenovo and provide all necessary information and/or material as requested by Lenovo as instructed in the Service Description for Us to arrange resources and schedule an appointment for the Services. You shall cooperate with and follow the instructions given by Lenovo technicians. In case Your selection or instruction is needed for Lenovo to complete the Services, You shall make such selection or instruction in reasonable time frame as determined by Lenovo and be responsible for the result of such.
- f Where Services require on-site performance, You must provide free, safe and sufficient access to Your facilities and the Serviced Product. Sufficient access includes sufficient working space, electricity, and a local telephone line. A monitor or display, a mouse (or pointing device), and keyboard must also be provided (at NO cost to Lenovo), if the system does not already include these items. You are responsible to ensure a person at least 18 years of age is present during the entire time period Services are provided. You shall notify Lenovo if the Service will be performed in an environment that poses a potential health hazard to Lenovo technicians. Lenovo may decline to perform Services in such circumstances and return all charges paid.
- g Lenovo has no obligation to provide Services until You have fully paid under this Agreement.

Your failure to fulfill Your responsibilities may result in additional service charges and modified service response time, or the Services being considered completed as decided by Lenovo at Lenovo's discretion.

6. TITLES AND LICENSE

You agree and undertake that You have the obtained due, appropriate and sufficient authorization from any third party for Lenovo to perform the Services. You will defend, hold harmless and indemnify Lenovo, Lenovo's affiliates, Lenovo's contractors and Lenovo's employees from any and all claims, allegation, prohibition, litigation or liabilities arising out of any actual or alleged infringement of such third party rights, including but not limited to intellectual property rights, and will pay any and all damages, fines, attorney fees, settlement payments and other costs arising hereof.

Except as otherwise agreed by Lenovo, Lenovo will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by Lenovo under this Agreement. Lenovo will retain all intellectual property rights with respect to the processes, tools and software applied by Lenovo during performance of the Services. Any use by You, including the execution, reverse engineering, decompilation, reproduction, modification, distribution, transmission, republication, display, transfer or performance, except as specifically permitted by Lenovo is prohibited. In addition, Your use of any software in connection with the Services is pursuant to the terms accompanying the software.

7. CHARGES, PAYMENT, AND TAXES



Payment must be made to the Lenovo or Lenovo reseller from whom You acquired these Services.

For purchases from Lenovo, except for credit card and debit card transactions, amounts are due upon Your purchase of the Service and shall be paid in full before provision of Services. You agree to pay as specified by Us in the invoice, price list, or other similar documentations, including any late payment fee. You are responsible for any taxes resulting from this Agreement.

If a Service is quoted at an incorrect price due to typographical error or error in pricing information: 1) Lenovo has the right to refuse or cancel any orders placed for the Service quoted at the incorrect price, even if Lenovo has confirmed the receipt of your order and charged you, either via credit card, debit card or other methods; and 2) if Lenovo has charged your credit or debit card but subsequently canceled your order, Lenovo will promptly issue a credit to your credit or debit card account for the amount charged.

8. LIMITED WARRANTIES

Lenovo warrants that Lenovo will perform Services using reasonable care and skill. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY US. Lenovo does not warrant uninterrupted or error free operation of any deliverable or Service.

9. LIMITATION OF LIABILITY, EXCLUSIONS

FOR ANY BREACH OF THIS SERVICE OR THESE TERMS AND CONDITIONS BY LENOVO, CUSTOMER'S REMEDY AND LENOVO'S LIABILITY WILL BE LIMITED TO A REFUND OF THE SERVICE CHARGE PAID FOR THE SERVICE. TO THE EXTENT LENOVO IS HELD LEGALLY LIABLE TO CUSTOMER AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, LENOVO'S LIABILITY IS LIMITED TO DAMAGES FOR BODILY INJURY AND DAMAGES TO TANGIBLE PERSONAL PROPERTY, AND FOR OTHER ACTUAL AND DIRECT DAMAGES, UP TO THE SERVICE CHARGE PAID BY YOU FOR THE SERVICE AT ISSUE, REGARDLESS OF THE BASIS ON WHICH YOU ARE ENTITLED TO CLAIM DAMAGES FROM LENOVO (INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM). This limit also applies to any of Lenovo's subcontractors, suppliers and program developers. It is the maximum for which Lenovo and its subcontractors, suppliers and program developers are collectively responsible.

UNDER NO CIRCUMSTANCES IS LENOVO, ITS SUBCONTRACTORS, SUPPLIERS, PROGRAM DEVELOPERS OR YOUR LENOVO RESELLERS LIABLE FOR ANY OF THE FOLLOWING 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OF, OR



DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR SAVINGS, BUSINESS INTERRUPTION OR DOWNTIME, BUSINESS OPPORTUNITY LOSS, OR GOODWILL), EVEN IF INFORMED OF THEIR POSSIBILITY..

10. GENERAL

Lenovo may provide You or Your authorized user with an offering number and an authorization number which will entitle You to avail the Services. In such case, You are responsible for the security of Your offering and authorization numbers.

You will provide your business information like names, business phone numbers, and business e-mail addresses, and Personal Data to Us when You register during the performance of this Agreement. Personal Data refers to any data from which it is practical to determine the identity of an individual, such as name, address, email address, telephone number, credit card number, or Service account number. Lenovo and its Affiliates and any entities or persons acting on their behalf may (if permissible by law) store, process, use Your Personal Data and business information anywhere Lenovo and its Affiliates do business with respect to the Service (for purposes of registration, processing Your transaction, providing the Service to You, communicating about administrative issues, providing customer service or otherwise to manage Our business relationship with You). Lenovo's processing of Your Personal Data will be handled in accordance with Lenovo's Privacy Policy (located at <http://www.lenovo.com/privacy/hk/en/>).

Both You and Lenovo agree that, under this Agreement, all information exchanged is non confidential. If either You or Lenovo requires the exchange of confidential information, it will be under a signed confidentially agreement.

Neither You nor Lenovo will bring a legal action arising out of or related to this Agreement, more than two years after the cause of action arose unless otherwise provided by applicable law without the possibility of contractual waiver or limitation.

Each of us will provide the other with notice and allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.

Neither You nor Lenovo is responsible for failure to fulfill any obligation due to causes beyond its control.

You agree to acquire Service only for Your own use, and not for reselling, leasing, trading, or loaning to others, and agree that any attempt to do so is void.

Neither of us may assign this Agreement, in whole or in part, without the prior written consent of the other. Any attempt to do so is void. Neither of us will unreasonably withhold such consent. The assignment of this Agreement, in whole or in part, within the enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. Lenovo is also permitted to assign its rights to payments under this Agreement without obtaining Your consent.



Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

Each of us will comply with all laws and regulations that are or may be applicable to this Agreement (including but not limited to those governing export control and import).

Any terms which by their nature extend beyond the termination of this Agreement remain in effect until fulfilled and shall apply to respective successors and assignees.

Nothing in this Agreement affects any statutory rights that cannot be waived or limited by contract. In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

All Your rights and all Lenovo's obligations are valid only in the Hong Kong Special Administrative Region unless otherwise specified in the Service Description.

The Laws of the Hong Kong Special Administrative Region will govern, interpret, and enforce all of Your and Lenovo's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Lenovo and You expressly waive any right to a jury trial regarding disputes related to this Agreement.

Lenovo reserves the right to update its Agreement at any time, effective upon posting an updated version at Lenovo website; however, Your rights and obligations shall be as provided in the version of this Agreement available to You at the time of Your purchase of Services.