



## ThinkPlus and Lenovo Care Service Description Lenovo Protection Service for Notebook

NOTICE: PLEASE CAREFULLY READ THE FOLLOWING SERVICE DESCRIPTION UNDER WHICH LENOVO (HONG KONG) LTD OR ITS DESIGNATED AFFILIATE(S) (“LENOVO” OR “WE”) WILL PROVIDE [LENOVO PROTECTION SERVICE FOR NOTEBOOK](#) SERVICE (“SERVICE”) 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. Pursuant to this Agreement, Lenovo will repair or, if Lenovo decides it is necessary in its sole discretion, replace the Lenovo Notebook (“Serviced Product”) if it experiences operational or structural failures under normal operating conditions and handling resulting from liquid spills on the keyboard, unintentional drops and bumps of the Serviced Product, an electrical surge that damages the Serviced Product’s circuitry, or the accidental failure of the integrated LCD screen (hereinafter “Accidental Damage”). Customer only needs to bear a minimum repair charge (“Service Fee”) for each repair action within the Service Term.

### 2. Serviced Products

This Service is available on the Lenovo notebook (excluding desktop, server, workstation or storage product) purchased in Hong Kong SAR or Macau SAR in a standard configuration. You shall retain and provide a proof for the eligible Serviced Product in order to avail for the Service.

### 3. Location

This Service is only available in Hong Kong SAR and Macau SAR.

Lenovo will provide Service either at your location (called On-site), or at Lenovo’s service center (called Carry-in), depending on the service level of Your Serviced Product’s warranty service.

The on-site performance of Service is only available for one location within Hong Kong SAR or Macau SAR as designated by Customer, the change of which shall be subject to the Service change procedure.

### 4. Service Term and Service Time

The Service term will be specified in the invoice, delivery note or other transactional documentation of this Service. Lenovo will stop this Service once the Warranty Service entitled by You upon the Serviced Product expires.



For the Protection Service for 1<sup>st</sup> warranty year, the Service term commences on the date of Your purchase of this Service and ends on last date of first year of Your Limited Warranty.

For the Protection Service for 2<sup>nd</sup> and 3<sup>rd</sup> warranty year, the Service will begin on the date whichever is later of the following: (1) one year (for 2<sup>nd</sup> / 2<sup>nd</sup> and 3<sup>rd</sup> years protection coverage) or two years (for the 3<sup>rd</sup> year protection coverage) from the purchase of Serviced Product and (2) You purchase this Service; and will expire once Lenovo stops to provide Warranty services to you.

You **MUST** complete the online registration successfully within 30 days from the date of Your purchasing this Service in order to activate this Service. **You shall register and request for Service before the expiration date, following Lenovo's relevant procedure. Otherwise, no service will be offered. In this event, no refund will be arranged to the customer.**

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

## Customer Responsibilities

Additional to and/or as further clarification of 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 provide 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/thinkplusregistration>) for the Service and provide required information.
- Follow Lenovo instruction and procedure about claiming for Service.
- Complete a backup of all existing data and programs on affected systems. LENOVO WILL HAVE NO LIABILITY FOR ANY LOSS, BACK-UP, OR RECOVERY OF ANY DATA, PROGRAMS, OR FOR LOSS OF USE OF SYSTEM(S).
- If the Service is on-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 items Customer is required to provide are not immediately available to the Lenovo technician upon beginning of the Service, the Lenovo technician will



accomplish as much of the Service as reasonably possible under the circumstances, and Customer will be responsible for any further work. In no event will Customer be entitled to any refund for amounts paid by Customer to receive any additional service.

## Service Procedure

### 1. Claim for Service

In the event of any Accidental Damage occurring to the Serviced Product covered by this Agreement, which might give rise to a claim under this Service You shall:

- a Notify Lenovo within seven (7) working days by written notice;
- b Take all reasonable steps to minimize the extent of any damage;
- c Preserve damaged parts and make them available for inspection by Lenovo; and
- d Provide all information and documentary evidence with respect to the claim as Lenovo may reasonably require.

### 2. Service Fees

For Accidental Damages case(s) occurred in Hong Kong and /or Macau, You shall pay the charges for this Service for each incident before the performance of this Service, as the total repair cost which include parts and labor. If the Service charge is equal to or more than the maximum amount specified below, You only need to pay the maximum amount for each time of Service. If the actual Service charge is less than the maximum amount, You shall pay the actual charge for each time of Service.

Notebook Series	Maximum Amount for Service in HK (HK\$)	Maximum Amount for Service in Macau (MOP)
IdeaPad S series / IdeaPad G series / Lenovo B series / Lenovo V series / ThinkPad X100e	HK\$ 500	MOP 516
IdeaPad Y & U series	HK\$ 1,200	MOP 1,238
ThinkPad (excluding ThinkPad X100e)	HK\$ 2,000	MOP 2,064

### 3. Scheduling of Service

To obtain Service, contact a Service Provider. See <http://www.lenovo.com/hk/productregistration> for a link to telephone numbers of service providers by country.

### 4. Change of Service

If the service time or location 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 Service events. Lenovo may change or delay Service appointments due to parts or 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.



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

NOTICE: PLEASE CAREFULLY READ THE FOLLOWING TERMS UNDER WHICH LENOVO (HONG KONG) LTD OR ITS DESIGNATED AFFILIATE(S) (“LENOVO” OR “WE”), WILL PROVIDE SERVICE AS DESCRIBED IN THE ACCOMPANIED SERVICE DESCRIPTION (“SERVICES”) TO YOU (“YOU” OR “CUSTOMER”). LENOVO WILL PROVIDE SERVICE TO YOU ONLY IF YOU FIRST COMPLETE THE REGISTRATION PROCESS.

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 (“3<sup>rd</sup>-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 3<sup>rd</sup>-Party Items before requesting Lenovo to perform Services.

In case any 3<sup>rd</sup>-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 3<sup>rd</sup>-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 3<sup>rd</sup>-Party Item. You shall get full knowledge of and accept the effect Lenovo’s performance of Service may have over the warranty of such 3<sup>rd</sup>-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 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 or Macau Special Administrative Region unless otherwise specified in the Service Description.

The Laws of the Hong Kong Special Administrative Region or Macau 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.