



Lenovo
Premium Care

Lenovo Premium Care Terms & Conditions

1. Introduction

Lenovo India Pvt Ltd (Lenovo) is pleased to provide Lenovo Premium Care (the Service) pursuant to these terms and conditions.

2. Definitions

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| 1. Extended Warranty | means the Lenovo Extended Warranty between You and Lenovo for Your supported Lenovo Product(s). |
| 2. Lenovo | means Lenovo India Pvt Ltd Ferns Icon, Level -2, Doddenakund Village, Marathalli Outer Ring Road, Bangalore-560037 |
| 3. Limited Warranty | means the Lenovo Limited Warranty between You and Lenovo for Your Supported Lenovo Product(s). |
| 4. Onsite Support | means support provided by Lenovo at Your registered location to help troubleshoot, diagnose and resolve Warrantable Incidents. |
| 5. Lenovo Preloaded/ Certified Software | may include software such as Norton AntiVirus™, Microsoft® Office software, Adobe® Acrobat® software, Microsoft® Office 365 . Lenovo reserves the right to update or amend this list from time to time (which You can identify by calling Lenovo's Premium Care Support Call Centre). |
| 6. Part(s) | means a genuine product or part provided by Lenovo which may not be new but will be in good working order and at least functionally equivalent to the original Lenovo product or part. |
| 7. Product | means any Lenovo branded hardware or -Lenovo pre-loaded software that Lenovo makes available for purchase by You. Hardware Products include personal computers. |
| 8. Service | means Lenovo's Premium Care Support (India), the scope of which is defined in these terms and conditions and which is provided by Lenovo's authorized service provider. |
| 9. Warrantable Incident | means a defect in materials and/or workmanship under normal use during, and per the terms of, Lenovo's Limited Warranty and Extended Warranty applicable to Your supported Lenovo Product(s) |
| 10. You or Your | means you the purchaser of the service. |

3. What these terms and conditions cover

- 3.1 To the extent permitted by law, these terms and conditions - together with the Lenovo Limited Warranty and any Lenovo Extended Warranty - are the complete agreement between You and Lenovo regarding the Service.
- 3.2 You agree these terms and conditions supersede and replace any prior oral or written communications between You and Lenovo (or Lenovo Authorized Reseller) regarding the Service.
- 3.3 Any additional, amended or different terms in any order or written communications from You shall be void and of no effect.
- 3.4 These terms and conditions are only valid in India

4. Premium Care – Scope of service

4.1 Premium Care call center – 24/7

The Premium Care Call Centre is available 24/7 (excluding national public holidays). Premium Care is not Standard/ default service offering. It is an add on service and the customer has an option to purchase it at an added cost. It is available at additional charges on select Consumer Premium Product Series.. When Premium Care service is bundled or purchased separately by the customer, it runs concurrently with the first year limited warranty of the product. In an event, when an extended warranty is purchased, the customer shall have an option to purchase extended Premium Care service at additional charges. Extended Premium Care service when purchased by the customer, must have a supporting extended warranty enabled on the product prior to Premium Care service activation. Premium Care is not applicable to the Products which are not under warranty. Lenovo will use commercially reasonable efforts to ensure the Premium Care call centre is responsive to Your calls. Customer has to call Premium Care Toll free number to avail the Service. The Premium Care call centre will facilitate:

- a) remote troubleshooting and hardware diagnostic assistance;
- b) Lenovo Preloaded/Certified Software Support specified herein below;
- c) validation of Your Product serial number and Service entitlements;
- d) determine whether Your issue is a Warrantable Incident; and
- e) determine whether Your Warrantable Incident can be resolved via one of the following (at Lenovo's discretion):
 - i) Onsite Support
 - ii) remotely;
 - iii) on a RTD basis

4.2 Warrantable Incident Resolution – Onsite Support

Post completion of Premium Care Support Call Centre troubleshooting, if required (as determined by Lenovo), Lenovo will provide Onsite Support to Your registered location to address Your Warrantable Incident. Onsite support is:

- (a) Available within India only;
- (b) Available only on selected models of Lenovo Products, IDEA Tabs are out of scope.
- (c) Will be provided between Monday to Saturday, 9am – 9pm (local time in Your registered location). Arrival times will depend on Your registered location and Your prompt response to Lenovo's request for confirmation of arrival time
- (d) Does not guarantee the resolution of a Warrantable Incident, nor the resolution of the Warrantable Incident within a given period of time;
- (e) Requires that, where You are not available at Your registered location, the Lenovo service provider will leave contact details to provide evidence of Lenovo's visit. At Lenovo's discretion You may be charged an additional charge for any required follow-up visits.
- (f) Onsite support is rendered on the basis that Premium Care call center phone based troubleshooting has been completed before 3pm India Timing the day before.

4.3 Tablet Support

Post completion of Premium Care Support call center troubleshooting, if required (as determined by Lenovo), Lenovo will provide a part replacement via Pickup - Repair - Return method. No Onsite repair support & no standby unit will be offered under Premium Care for Idea Tablets.

4.4

Warrantable Incident Resolution – Remote

Post completion of Premium Care call centre troubleshooting, if required (as determined by Lenovo), Lenovo will remotely attempt to address and resolve Your Warrantable Incident.

4.5

Parts Prioritisation

You will receive prioritisation of Parts allocation for Your Warrantable Incidents.

4.6

Lenovo Preloaded/Certified Software

Premium Care support for Lenovo Preloaded/Certified Software includes Lenovo providing a single point of contact in pursuant to the following:

- (a) providing operating system and Setup Assistance associated with the Lenovo Preloaded/Certified Software (Note - Setup Assistance only includes: support of Lenovo Preloaded/Certified Software; basic/how-to questions; feature definition questions; and Lenovo Preloaded/Certified Software support available fix/patches assistance and implementation); Software assistance on commonly available software that are either preloaded or purchased separately and installed on Lenovo product which includes Internet browsers, email, DVD or PDF creation, Microsoft Office, McAfee Antivirus or Adobe Acrobat Standard;

- (b) Lenovo's Tech Support Agent acting as a single point of contact;
- (c) it is a pre-condition to this service that You must have all necessary license and support agreements in place for the Lenovo Preloaded/Certified Software;
- (d) Lenovo excludes any and all responsibility or liability for the performance of the Lenovo Preloaded/Certified Software's software, products or services; and
- (e) Lenovo does not warrant that any issue will be resolved

4.7 **Comprehensive Software Support** as part of the Service will be provided for the following pre loaded applications.

Preloaded applications

- (a) Windows® OS
- (b) Lenovo™ SHAREit
- (c) Lenovo OneKey™ Recovery
- (d) Lenovo REACHit
- (e) Lenovo Companion
- (f) Lenovo Solution center
- (g) Lenovo Utility
- (h) Lenovo APP Explorer
- (i) Lenovo Photo Master
- (j) Lenovo WRITEit (Pen)
- (k) Lenovo Onekey Recovery

4.8 **3rd Party Software** (if license is available) support as part of the Service will be provided for the following:

Adobe® Acrobat® standard
 Power DVD / Power 2 GO
 Drop box (basics only)
 McAfee Live Safe
 MS Office
 Norton Anti-Virus
 Norton – Internet Security
 Skype
 Intel 3D real sense (if pre-loaded by Lenovo) MS
 Office 365

4.9 Getting Started assistance

The following Getting Started assistance is part of the Services - Box to Boot support, device setup assistance over the phone only Basic "How To" or feature assistance.

- (a) **Software Installation:**
 - (i) Install software
 - (ii) Setup Internet browser
 - (iii) Configure email services
 - (iv) Install and configure anti-virus software on PC
 - (v) Check to ensure your system is compatible with software to be installed
 - (vi) Perform necessary software updates to ensure your Lenovo installed software's are current
 - (vii) Create desktop, start menu and quick launch bar shortcuts that will help you access the application quicker
- (b) **Connect Device to Network:**
 - (i) Connect up to 4 devices to your wireless network. Devices may include PCs, tablets, smart phones, game consoles, printers or storage devices
 - (ii) Ensure your new devices are visible and accessible through the network
 - (iii) Configure network security settings and confirm ISP Internet connection
- (c) **Other Helpful Actions:**
 - Lenovo product support and Warranty information
 - Help guide on Registration process
 - Hot Fix and patch assistance
 - Basic "How To" or feature definition questions

4.10. Dead Pixel

Zero Tolerance to dead pixels which means screen replacement for even 1 dead pixel on screen which can be confirmed in a diagnostics test.

Screen replacement under Dead Pixel would be honored provided it is caused by manufacturing defect; or normal usage of product over a time and the same should not be a result of tampering or misuse or mishandling of the Product.

Product should not be tampered or external influence or customer induced damage.

4.11. Loaner Unit

A standby computer with pre-loaded operating system will be provided to the customer as specified herein below. The loaner unit may not be of the same configuration. It will be dispatched purely based on Lenovo technical support team's discretion and subject to the customer providing a written acknowledgement.

- (a) Customer is entitled to a loaner unit if the issue is not resolved within 2 to 4 Business days
- (b) The loaner unit may or may not be of equal specification as the original equipment
- (c) SLA for and delivery of loaner unit may vary as per customer location. In the event that the customer location is outside city municipal limits then the customer will need to collect the loaner unit from the nearest Lenovo authorized service center.
- (d) Customer is responsible to return the loaner unit in the same condition as received
- (e) Customer's computer will be returned upon the customer returning the loaner unit and customer acknowledging receipt of customer's computer.
- (f) Acknowledgement will be taken from the customer for the receipt of loaner unit.

4.12. Extended field hours support

A convenient way to address a consumer issue beyond office hours in select cities specified herein below for them to get issues resolved as quickly as possible

(a) Select cities are as below:

- Ahmedabad
- Bhubaneshwar
- Indore
- Kolkata
- New Delhi
- Pune
- Noida
- Guwahati
- Mumbai

- Bangalore
- Cochin
- Hyderabad

- Chennai
- Gurgaon
- Secunderabad
- Jaipur
- Ghaziabad
- Faridabad
- Chandigarh
- Jamshedpur
- Ranchi

4.13. Two Hours rapid response for emails

In the event of customer sending an email to Lenovo Premium Care mailbox, it would be our endeavor that the email would be responded within 2 hours of receiving it.

4.14. Operating System re-installation

In event of Hard Disk Drive replacement under warranty, Lenovo will support in Operation System re-installation back to original factory settings using the recovery media either provided by the customer or a Lenovo owned recovery media when customer does not possess the recovery media. When the recovery media is not available with the customer, Lenovo will arrange the recovery media at no additional cost to the customer.

5. Your Responsibilities

5.1 General

In order to receive the Service, Lenovo requires You to:

- (a) have obtained the necessary permissions to enable Lenovo to access and use Your Products (including any software, data or other information contained within)
- (b) have obtained the necessary permissions to enable Lenovo to attend Your registered location
- (c) cooperate with, and follow the reasonable instructions of, the Lenovo Tech Support Agent or Premium Care call center;
- (d) have the necessary permissions to allow Lenovo to remotely connect to Your Product or system as required to remotely troubleshoot Your Product;
- (e) where Lenovo provides any Onsite Labour at Your registered location, You will provide (at no cost) a safe and sufficient working environment (including access to Your facilities or other electrical products) required to allow Lenovo to provide the Service;
- (f) ensure You have, and maintain, all necessary licenses and support agreements in relation to the OEM Supported Software;
- (g) ensure You maintain the latest minimum release levels or configurations required for the Lenovo Products (per support.lenovo.com/in/en/) and OEM Supported Software;
- (h) complete a back-up of all data, information, software and other applications on Your Products prior to any Service. You are also responsible for removing any confidential, personal or other proprietary information from Your Product as well as any removable media including from any loaner unit provided to you. You are responsible for data back-up including during OS re-installation

6. Exclusions

6.1 General:

The following are excluded from the scope of the Services:

- a) onsite installation or de-installation services;
- b) relocation services;
- c) training services;
- d) cosmetic services, support or accessories;
- e) third party product or software support outside of OEM Supported Software Support;
- f) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You;
- g) back-up services;
- h) advanced wireless, networking or remote installation, set-up or optimization services;
- i) scripting, programming, software or database design, implementation, development or other programming support;
- j) repairs necessitated by software problems;
- k) repairs or support as a result of support, fix, alternation, adjustment or repair by a party other than Lenovo or a Lenovo authorized service provider;
- l) uninterrupted or error-free operation of a Product;
- m) loss of, or damage to, Your data;
- n) damage caused by a non-authorized service provider;
- o) 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;
- p) peripheral or third party products, even if installed by Lenovo; and consumable products such as batteries other than as provided as part of the Services.
- q) Not Included: Troubleshoot ISP Internet connection issues (connection issue must be handled by ISP), help with domains or enterprise networks, connect more than four separate nodes, Setup MAC address filtering, port forwarding or static routing and server support.

7. Other Terms

7.1 Lenovo warrants the Services will be performed with reasonable care and skill.

7.2 Replacements

- (a) When a Service involves the replacement of a Product or Part, the replaced Product or Part becomes Lenovo's property and the replacement Product or Part becomes Your property.
- (b) Only unaltered Lenovo Products and Parts are eligible for replacement. The replacement product or part provided by Lenovo will be in good working order and functionally equivalent to the original product or part. The replacement product or part may not be new.

- (c) Except to the extent permitted by law, the replacement Product or Part shall be warranted for the balance of the period remaining on the original Product.
- (d) Products and Parts presented for repair may be replaced by refurbished Products or Parts of the same type rather than being repaired. Products and Parts that are repaired may be repaired using refurbished Parts. Product repair may result in loss of data, if the Product to be repaired is capable of retaining user-generated data and it will be the customer's responsibility to delete the same and to create a back up for future access as specified under clause 9.1.

8 Limitation of Liability

- 8.1 Lenovo is responsible for loss or damage to Your Product to the extent specified herein below and only while it is in Lenovo's possession or in transit.
- 8.2 If Lenovo is responsible for the transportation, neither Lenovo nor any Lenovo service provider is responsible for loss or disclosure of any data, including confidential information, proprietary information, or personal and or sensitive information, contained in a Product.
- 8.3 Lenovo, including its officers, employees, affiliates, suppliers, resellers, or service providers, shall not be liable for any of the following even if informed of their possibility and regardless of whether the claim is based in contract, tort, warranty, negligence, strict liability or other theory of liability:
 - (a) third-party claims for damages;
 - (b) loss of, disclosure of, or damage to, data or confidential or proprietary information;
 - (c) special, incidental, consequential, punitive or indirect damages; or
 - (d) any loss of profits, business, revenue, goodwill or anticipated savings.

In no case shall the total liability of Lenovo, its officers, employees, affiliates, suppliers, resellers or service providers for damages from any cause exceed the amount paid for the Service.

9. General

- 9.1 Availing the Services constitutes acceptance of these terms and conditions.

By availing these Services, customer agrees to receive communications from Lenovo relating to the Services and customer unconditionally agrees not to make any claim or raise any complaint against Lenovo in this respect.

Lenovo reserves the right, at any time, to amend these Terms and Conditions (including to cancel or discontinue this Service without reason) and not to provide these Services to any customer in cases where Terms and Conditions are not adhered to. Failure by Lenovo to enforce any of their rights at any stage does not constitute a waiver of those rights. If there is a dispute, Lenovo reserves the right, in its sole discretion, to determine the validity of the claim made.

Incomplete, indecipherable or illegible email requests for the Service will not be considered.

Lenovo makes every effort to ensure the accuracy of all information but takes no responsibility for any editorial, photographic or typographic errors.

Lenovo reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

Lenovo does not accept any responsibility for misleading or incorrect information provided by a third party regarding this Service.

In the event of any conflict or inconsistency regarding any instructions, rules and conditions on any advertising or promotional material relating to this Service, these terms shall prevail over all such other instructions, rules and conditions.

Any information exchanged between Lenovo and You is not confidential or proprietary, including any information You disclose over the phone or electronically.

- 9.2 **Privacy:**

- (a) If You obtain this Service, Your contact information, including name, phone numbers, address, and e-mail address may be collected by Lenovo from You directly or from our authorized service providers and used in connection with performing the Service.
- (b) Lenovo may also contact You to inquire about Your satisfaction with the Service or to notify You about any product recalls or safety issues.
- (c) In accomplishing the above purposes, Lenovo may provide Your information to a third party or related entity Lenovo uses to support it in providing the Service. These third parties and related

entities may be located outside India. The relevant countries change from time to time (eg, as Lenovo changes our third party support arrangements) and it is not practicable to list those countries here.

- (d) Lenovo require all parties to whom it discloses Your contact information to only use that information for the purpose of supporting Lenovo to provide the Service and to take appropriate steps to protect Your contact information from unauthorized use or disclosure.
- (e) Lenovo may also disclose Your contact information where required or permitted by law. Lenovo's privacy policy is available at <http://www.lenovo.com/privacy/in/en/> Lenovo's policy contains details about its process for managing any queries or complaints regarding handling personal information.

9.3 You may make inquiries or complaints, and access or correct such information or limit the processing of personal data by contacting the Data Privacy Officer. Note that it will be necessary for Lenovo and the Enterprise of which it is a part to process such information in connection with this Agreement and the Products or Services, without which Lenovo will not be able to carry out its performance of this Agreement. Customer represents and warrants that the consent of individuals whose information Customer has disclosed to Lenovo and the Enterprise of which it is a part have been sufficiently obtained to allow Lenovo and the Enterprise of which it is a part to process the same for purposes relating to this Agreement and the Products or Services.

If any provision of these terms and conditions is deemed unenforceable or void, the remaining provisions shall remain in effect.

- 9.4 Nothing in these terms and conditions affect any statutory rights of consumers that may not be waived or limited by contract.
- 9.5 Neither party is responsible for failure to fulfill obligations due to causes beyond their control including an Act of God; natural calamity; pandemic; earthquake; tsunami; flood; or any man-made calamity (including war, coup, riots, bandh or strikes).
- 9.6 Either party may communicate with the other by electronic means. Such communication is deemed to be in writing to the extent permissible under applicable law. An identification code contained in an electronic document shall be sufficient to verify the sender's identity and the authenticity of the document.
- 9.7 These terms and conditions are governed by India laws and the courts at Bangalore shall have jurisdiction over disputes.