

# HP PC Tune UP Service Agreement ("Agreement")

## Terms and Conditions

**PC Tune Up Service:** HP will provide a one-time PC Tune Up service described in this Service Agreement (the "Agreement") and at [www.hp.com/ie/pctuneup](http://www.hp.com/ie/pctuneup) for services purchased in some certain EMEA countries (see Exhibit A- List of countries). If it is mutually agreed upon by HP and an HP Authorized Representative, an HP Authorized Representative will provide the service on behalf of HP. The PC Tune Up service will be based, in whole or in part, upon information made available by Customer to HP during this engagement. Delivery and acceptance of the PC Tune Up service will occur as set forth in the Service Description. The PC Tune Up service may be purchased on either a per incident or a Care Pack basis.

**1. Customer:** As used herein "Customer" refers to either (a) end-user HP customer who purchases the HP Service described in this Agreement directly from HP or from an authorized HP reseller, wholesaler, or distributor, or (b) an HP Authorized Representative who purchases HP Services in order to obtain support for hardware products at its own or its customer's site.

**2. Activation:** The Service shall be available to Customer on a one-time basis upon reception of the Service reference number and for the Term of this Agreement, but for no longer a period than one (1) year. You acknowledge and agree that your participation in Tune UP Service by your first call or e-mail constitutes acceptance of these Terms.

**3. Service Requirements:** The Customer must be using an HP or Compaq branded PC and running Windows XP (professional & home edition), Windows XP Service Pack 3, Windows Vista, or Windows 7. The Customer's PC must be able to "boot to desktop" and have an internet connection available while on the phone with the PC Tune Up technician. HP warrants that it will perform its services using generally recognized commercial practices and standards.

THE ABOVE WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TO THE EXTENT PERMITTED BY LAW, HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

**4. Intellectual Property Rights:** Customer will not gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP. HP will retain exclusive ownership in all consulting services deliverables created hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under this Agreement. HP grants Customer the right to use the PC Tune Up service deliverables solely in the country in which Customer purchased the service and solely for Customer's personal use.

**5. Limitations of Liability and Remedies:** Limitations of Liability and Remedies: HP will not be liable for performance delays or for non-performance due to causes beyond its reasonable control. To the extent HP is held legally liable to Customer, HP will be liable up to the following extent: (i) damages for bodily injury or death; (ii) direct damages to tangible property for any one or series of connected events up to a limit of 300,000 euros (three hundred thousand euros) or local currency equivalent, or such higher amount imposed by imperative law; (iii) damages caused intentionally or through gross negligence; (iv) damages for which HP is liable regardless of fault (e.g. product liability); (v) damages resulting from the

absence of Service features expressly warranted by HP, and other direct damages for any claim based on a material breach of the Service, up to a maximum of 110% of the total amount paid by Customer for this Agreement, or such higher amount imposed by imperative law. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT, NO WARRANTY IS EXPRESSED OR IMPLIED, AND IN NO EVENT WILL HP, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST OPPORTUNITIES, REVENUES OR PROFITS, WHETHER ACTUAL OR ANTICIPATED), FOR DAMAGES RELATING TO CUSTOMER'S PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, FOR DAMAGES RELATED TO LOSS OF DATA OR SOFTWARE RESTORATION, OR FOR OTHER DAMAGES WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. NOTHING IN THIS AGREEMENT SHALL AFFECT THE STATUTORY RIGHTS OF CONSUMERS, NOR ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

**6. Performance Warranty:** Where provided under applicable law, HP's responsibility and obligations in respect of any statutory warranty for the performance of Service in conformity with this Agreement is limited to a period of up to twelve (12) months following the expiry of the term of this Agreement.

**7. Limitations of Service:** HP does not provide support in relation to products not designated in the Service Description. The HP PC Tune Up Care Pack service will be available for up to 1 year after the Care Pack PC Tune Up is purchased by the Customer. The PC Tune Up Care Pack service will expire if not used within 1 year.

**8. Customer Responsibilities (the product covered by this Agreement and instructions on how to obtain service are described on the attached HP confirmation of payment and/or the back of the physical HP Care Pack):**

- a. Customer or HP Authorized Representative is responsible for registering the product to which the PC Tune Up service will relate, using the registration instructions within each package or as otherwise directed by HP. HP IS NOT OBLIGATED TO PROVIDE THE PC TUNE UP SERVICE IF CUSTOMER OR HP AUTHORIZED REPRESENTATIVE DOES NOT REGISTER SUCH PRODUCTS AS STATED HEREIN.
- b. Customer will make all reasonable efforts to support and cooperate with HP in delivering the PC Tune Up service.
- c. Customer is responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the products to which the PC Tune Up service relates for reconstruction of lost or altered files, data, or programs.
- d. Customer must ensure that an adult representative is present when HP is providing services at Customer's designated location or by telephone.
- e. Customer acknowledges that Customer has no ownership interest in diagnostic software provided by HP, if any, and that HP may remove these diagnostic programs and any HP loaned modems or other equipment upon termination of this Agreement. If diagnostic software is used as part of the PC Tune Up service, the products to which the service relates will be configured in accordance with HP's instructions.

**9. Export regulations:** Customer understands and acknowledges that HP products, technology and technical data are subject to US and other national export and import regulations. Therefore, Customers who export, re-export, or import products, technology, or technical data assume full responsibility for complying with applicable United States and any other national laws and regulations, and for obtaining required export and import authorisations. HP may suspend performance 1) if Customer is in violation of

any applicable laws and regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.

**10. Remote Maintenance:**

- a. Upon entering into the Agreement, and in order for HP's support specialist to analyse Customer's problem, an HP program will collect and transmit information about Customer's computer system to HP's support specialist, which will include personal data of Customer. The data that is collected is based upon which system and diagnostics Customer chooses. The list below is representative, but not all inclusive, of the types of data collected:
  1. Computer and/or printer configuration
  2. Printer setup
  3. Product and Serial Numbers
  4. Hardware diagnostics
  5. System device driver versions
  6. Microsoft ActiveSync version, installation directory and settings
  7. Device manager errors
- b. During a support call, the HP support specialist may launch the remote desktop sharing function for troubleshooting. In order to enable remote desktop sharing, Customer must have working broadband or alternative internet connection. By entering into this Agreement, Customer agrees to permit HP's support specialists to utilise the remote desktop sharing function. The remote desktop sharing function will install some Active X plug-ins into Customer's system. Customer acknowledges that Customer has no ownership interest in any diagnostic or other software that may be installed by HP for the provision of the Service under remote maintenance. If any diagnostic or other software is used or provided to Customer in the field of the Service as part of the remote maintenance, Customer will be responsible for configuring the HP Products and non-HP Products to which the Service relates, provided that HP provides Customer with adequate instructions on how to do so.
- c. All related software and files will be uninstalled automatically when the session is complete or stopped by Customer.
- d. During remote desktop sharing, the HP's support specialist will have access to the Customer's system. The HP's support specialist will only review the information that is necessary to assist Customer with troubleshooting and will only use the collected information to provide Customer with support under the Service. CUSTOMER SHOULD CLOSE ALL PROGRAMS not related to the issue, Customer should remain at Customer's computer during the sharing session to view the agent's activities, and Customer may terminate the session at any time by right clicking the Virtual Network Computing ('VNC') icon in the task tray and selecting Close VNC Server. The HP's support specialist will treat the viewed or collected information as confidential.
- e. Please be advised that technical information changes as new data become available. HP therefore recommends that Customer visit the HP Total Care site regularly for possible updates. Please see [www.hp.com/ie/totalcare](http://www.hp.com/ie/totalcare).

11. **Data Protection:** Any personal data of Customer disclosed to HP in connection with this Agreement or accessed by HP in the provision of the Service will be processed by HP to deliver the Service and in accordance with HP's then-current privacy policy, which is available via the following link <http://h41112.www4.hp.com/privacynotice/ie/en/info.html>. HP may disclose personal data of Customer to other affiliated HP companies, subcontractors (including the HP Authorised Representatives) and business partners who may be located outside the country in which Customer is located. Any transfer of personal data of Customer shall be undertaken in compliance with applicable law to ensure the data is adequately protected. HP will not share personal data with any other third parties before securing the prior consent of Customer.  
Customer acknowledges that further information on Customer's rights in relation to personal data processed by HP are set out in the data privacy rights notice at the following link <http://h41112.www4.hp.com/privacynotice/ie/en/info.html>.
12. **Transfer of Service:** This Agreement may only be assigned with HP's prior written consent.
13. **Term:** This agreement will begin on the date of initial purchase of the PC Tune Up service and will terminate at the earlier of either: (i) the completion of the one-time Per Incident PC Tune Up diagnostic and recuperative steps; (ii) when stated by the PC Tune Up technician; or (iii) in the case of the Care Pack upon the expiration of one year from the date of purchase without customer utilising the service. The service period for each incident is 7-day. This Agreement is not renewable.
14. **Termination:**  
**Per Incident PC Tune Up Service:** The Per Incident PC Tune Up Service will be delivered at the time of purchase and will not be cancelable after the service is delivered.  
  
**Care Pack PC Tune Up Service:** Customer may terminate the Care Pack PC Tune Up Service Agreement, prior to redemption of the service, by notifying HP in writing at Hewlett-Packard Company anytime within 365 day of Agreement purchase, to receive a full refund. 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. Notice of such cancellation by HP will be in writing and given at least thirty (30) days prior to cancellation. If HP cancels, Customer will receive a pro rata refund based on the time expired under the Agreement.
15. **Governing Laws:** This Agreement shall be governed by the laws of the country in which Service is to be delivered, and any disputes arising in connection with this Agreement will be submitted to the ordinary court which is competent in the locality where HP has its main offices in that country.
16. **Severability:** If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
17. **Entire agreement:** This Agreement, which consists of the Service description and these terms and conditions, constitutes the entire and exclusive understanding between the parties relating to the provision of Service as described herein. No other terms and conditions will apply. No change of any of the terms and conditions will be valid unless in writing and signed by a duly authorised representative of each party.

**EXHIBIT A**  
**LIST OF COUNTRIES**

- United-Kingdom
- Ireland
- France
- Germany
- Austria
- Belgium
- Netherlands
- Switzerland
- Spain
- Italy