

HP SMARTFRIEND SERVICES TERMS AND CONDITIONS (IRELAND)

Consumer Protection:

The benefits provided under HP SmartFriend Services apply in addition to all rights consumers may have in relation to defective products under HP Limited Warranty provided with HP Products or under consumer protection laws related to nonconforming of goods with the contract of sales, which are not limited or affected in any manner by this Agreement. For further information about consumer statutory rights please visit: [Consumer Legal Guarantee](#)

1. **Services:** Hewlett-Packard Ireland Limited, whose registered office is at Liffey Park Technology Campus, Barnhall Road, Leixlip, Co Kildare, Ireland ("HP") will provide HP Smartfriend services ("Services") as described in these terms and conditions and the applicable Service data sheet provided to with your order confirmation (collectively this "Agreement") to end-user customers ("Customers") located in Ireland. The "Service data sheet" details the features, functionalities, deliverables, system requirements, activation methods, covered products and limitations of each Service (please see <http://www.hp.com/ie/smartfriend>).
2. **Types of Services:** You may choose either Pre-paid Services or Subscription Services at the time of purchase as further described here:
 - a) **"Pre-paid Services"** are Services that Customer pays in full at time of purchase subject to the following terms:
 - i. **Charges:** Customer will pay the full cost to HP or HP reseller, including taxes, for the Prepaid Service at the time of purchase (the "Service Charges"). HP may use a third party to facilitate HP order and invoicing processes, as further specified in the Service data sheet.
 - ii. **Term:** This Agreement will begin on the date of initial purchase of the Prepaid Service and will terminate when all included Services have been rendered. Customer will select the usage period, either a per incident one-time use or usage over an identified multi-month period of time, and specific Services to be provided at the time of purchase.
 - iii. **Termination by Customer:** Customer may terminate this Agreement without cause by cancelling any Prepaid Service within fourteen (14) days from the date of conclusion of the contract by submitting a written cancellation or calling the number provided by HP in the e-mail of confirmation of the purchase or registration (when applicable) of the Service. Customer will receive a refund of the Service Charge paid in advance where such cancellation is made. Where the Prepaid Services have been already been commenced with the Customer's prior express consent, Customer will not receive a full refund but will receive an amount proportionate to the amount of any service that still remains to be completed at the date of cancellation
 - b) **"Subscription Services"** are Services that the Customer pays for on a monthly basis subject to the following terms:
 - i. **Charges:** Customer will prepay to HP or HP reseller the first month of Service at the time of purchase (the "Monthly Service Charge"). Customer will pay the Monthly Service Charge on a monthly basis beginning on the second month of service for the duration of the Term. Monthly Service Charge includes all applicable taxes. HP may use a third party to facilitate HP order and invoicing processes, as further specified in the Service data sheet.
 - ii. **Term:** This Agreement will begin on the date of initial purchase of the Subscription Service or upon registration, when required as specified in the Service data sheet, and shall continue for twelve (12) months unless earlier terminated by either party ("Term"). The Agreement will automatically renew for additional 12 months at the then current rates ("Renewal Term"), unless either party terminates the Agreement prior to the expiration of the Term or any Renewal Term. Within a reasonable time before the end of the Term or any Renewal Term, HP will inform the Customer about the expiration

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date and the then applicable rates. If the Customer is unwilling to renew the Agreement, they may elect to terminate the Agreement on the expiration date of the Term or any Renewal Term by written cancellation or calling the number provided by HP in the e-mail of confirmation of the purchase or registration (when applicable) of the Service.

- iii. **Termination by Customer:** Customer may terminate this Agreement at any time by submitting a written cancellation or calling the number provided by HP in the e-mail of confirmation of the purchase or registration (when applicable) of the Services at least thirty (30) days in advance of termination date. If the Customer chooses to terminate this Agreement prior to the end of the Term, HP will not refund the Monthly Service Charge of any started service month as at the termination date. The Customer may cancel the Subscription Service purchased through the Internet or other distant sales means without notice within 14 days of the conclusion of the contract by submitting a written cancellation or calling the number provided by HP in the e-mail of confirmation of the purchase or registration (when applicable) of the Service and receive a refund of the initial Monthly Service Charge paid in advance, except if the services have been fully performed with Customer's prior express consent
3. **Customer Representations:** By purchasing the Services, Customer hereby represents that: (i) it has the legal right, capacity and authority to enter into this Agreement with HP and be legally bound by the terms and conditions herein; (ii) any and all information provided by Customer to HP or HP resellers in connection with the Services, including personal information (such as name, address, credit card number, expiration date, email account, etc.), is true, accurate and complete, and will promptly inform HP of any change to such information; (iii) the Services are purchased for Customer's individual use, not for resale, redistribution or otherwise to share with other parties or entities; (iv) Customer shall not engage in abusive or inappropriate activities with respect to the purchased Services, such as creating unreasonably high volume of service requests; and (v) at all time during the Term, Customer will maintain a valid license to use any software required for the Services and will comply with the terms of such license for any such software.
 4. **Service Requirements:** Customer must meet certain requirements (such as PC hardware and software requirements) as further described in the applicable Service data sheet (the "Service Requirements"). In addition, to the extent any software is utilized in connection with the Service, Customer must ensure that such software is rightfully obtained via appropriate license(s) and that the current version of such software is properly installed. With respect to Services that can only be delivered remotely, Customer's PC must be sufficiently functional so that it is able to support the delivery of the Service. If the PC is not sufficiently functional, a hardware repair is necessary before Services can be delivered remotely. It is also Customer's responsibility to have adequate Internet connection as required for HP to provide the Service. If diagnostic software is used as part of the Services, the products to which the Service is provided will be configured in accordance with HP's instructions. During the Term, Customer must maintain a valid email account to receive notices and other information regarding the Service. Even if all the Service Requirements are met, the Service purchased by Customer may not be available at all times.
 5. **Warranty:** HP will honor all statutory warranties required by applicable law.
 6. **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 or any third party Software provider. HP will retain exclusive ownership in all 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 services deliverables solely for Customer's personal use.
 7. **Limitations of Liability and Remedies:** To the extent HP is held legally liable to Customer, HP's liability is limited up to the maximum of the purchase price paid by Customer under this Agreement for the Services at

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issue. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP, ITS AFFILIATES, ITS SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING DOWNTIME COSTS OR LOST PROFIT), OR OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE.

8. Limitations of Service:

- a) HP does not provide support in relation to hardware or software products not designated in the Service data sheet.
- b) Repair or service of hardware or software or parts exchange is not included in this Service unless clearly stated otherwise in the Service data sheet.
- c) Unless specifically stated otherwise in the Service data sheet, HP does not provide physical media, documentation or other physical deliverables to Customer with respect to Services.
- d) HP does not support or provide service to any non-supported software or any version of software that is more than 180 days after release of its current version, unless otherwise agreed by HP.
- e) Unless specifically stated otherwise in the Service data sheet, HP does not support or provide service to any network or Internet connectivity matters of Customer.
- f) HP is not responsible for providing Services that, in the reasonable opinion of HP, are required due to Customer's inappropriate use of the PC or the software applications.
- g) HP is not responsible for providing Services that, in the reasonable opinion of HP, are required due to Customer's unauthorized modifications made to supported hardware or software.
- h) HP does not provide service or assistance with respect to topics relating to Web development applications.
- i) HP is not responsible for resolving hardware-related problems encountered during the verification testing process, unless such service is covered by an active HP warranty or an applicable HP hardware support agreement.
- j) HP is not responsible for protecting Customer data and will not provide data backup prior to HP providing Services.

9. Customer Responsibilities: Confirmation of payment and relevant instructions on how to access the applicable Services will be communicated to Customer via e-mail. In addition, Customer must

- a) Where registration is required under the Service data sheet, register the product or users to Services within the stated timeframe following the registration instructions provided in the e-mail communications or where purchased from an HP reseller, in the documentation provided with the product packaging. IF REGISTRATION IS REQUIRED, THEN HP IS NOT OBLIGATED TO PROVIDE SERVICES IF CUSTOMER DOES NOT REGISTER WITH HP OR HP RESELLER AS STATED HEREIN.
- b) Ensure that the purchased Service is registered to and used by a single user or the number of users otherwise authorized. HP reserves the right to terminate any Service if such service is found to have been used by multiple customers or unauthorized users.
- c) Be responsible for the management and protection of the unique access number(s) to the purchased Service's to prevent any fraudulent use by other users.
- d) Use all reasonable efforts to support and cooperate with HP in connection with the Services, including without limitation, to provide all information necessary for HP to deliver the Services timely and to enable HP to determine the level of support eligibility. Customer acknowledges that HP's ability to deliver the

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Services is dependent upon the Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data provided to HP by Customer.

- e) Be responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products to which the Services are provided for reconstruction of lost or altered files, data, or software programs. For clarity, Customer is solely responsible for backing up its data to an external source prior to HP providing Services.
- f) Acknowledge that Customer has no ownership interest in software provided by HP pursuant to the Services, if any, and will cooperate with HP to remove such software upon completion of the applicable Service.

10. Transfer of Service: Customer may assign this Agreement only with HP's prior written consent.

11. Termination By HP: HP may terminate this Agreement immediately if (i) HP ceases to provide the Services, in which case a pro rata refund of Service Charges or Monthly Service Charges will be given; (ii) Customer breaches the terms of this Agreement, or (iii) HP reasonably believes that Customer abuses the Services, such as for instance if Customer is requesting support for more products than the maximum specified in the Service data sheet. HP may change the features or functionalities of certain Service, substitute certain components with similar services or discontinue certain components of the Service (collectively, "Service Changes"). HP will provide 30 days' notice to Customer with respect to any Service Changes.

12. Privacy: Any personal data of Customer disclosed to HP in connection with this Agreement or accessed by HP in the provision of the Services will be processed by HP to deliver the Service and in accordance with HP's privacy policy (available at: <http://www8.hp.com/us/en/privacy/ww-privacy.html>) and Personal Data Rights Notice (available at: <http://welcome.hp.com/country/privacy/privacynotice/index.html>). In addition, data provided to HP reseller for the purchase of the Services will be processed according to the HP reseller privacy policy available to you at time of purchase from them.

13. Governing Laws: Any disputes arising in connection with this Agreement provided by HP to Customer located in the Ireland will be governed by the laws and the courts of the country and locality of Customer.

14. Entire Agreement: The terms and conditions of this Agreement (together with the Service data sheet) constitute the entire understanding between the parties relating to the provision of Services described herein and will supersede any previous communication, representation or agreement whether oral or written between the parties. Customer's additional or different terms and conditions will not apply. There are no implied terms and conditions. Customer's acceptance of this Agreement is deemed to occur upon Customer's purchase of service. No change of any of the terms and conditions will be valid unless in writing signed by authorized personnel of each party.

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