

## Premium Service Plan for Consumers

### **Service Overview**

The Dell Premium Service Plan for Consumers utilizes the Dell Your Tech Team support service (the "Service" or "Services"). In connection with the Services, you will be assigned a support team available to you 24 hours per day, seven days per week to provide phone-based technical support assistance as set forth in this document (the "Service Description") for in-warranty Supported Products<sup>1</sup> under the terms and conditions of each Supported Product's limited hardware warranty ("Limited Warranty").

For more information and the terms and conditions of the Accidental Damage Service which is included in the Premium Service Plan for consumers, please see: the Accidental Service contract/ service description located at:

[http://www.dell.com/content/topics/global.aspx/services/main/service\\_contracts?c=us&cs=19&l=en&s=dhs](http://www.dell.com/content/topics/global.aspx/services/main/service_contracts?c=us&cs=19&l=en&s=dhs)

By calling Dell's technical support contact number and then entering the express service code Customer used to purchase the Service, Customer will be routed directly to Customer's assigned technical support team.

The Service is staffed by technicians who are trained to support all Supported Products in the household. Customer may contact the assigned team directly by e-mail and request a response from the team. Customer may request a specific technician for support. Dell will make commercially reasonable efforts to connect the Customer with the requested technician. Customer may request to schedule support times.

By purchasing these Services from Dell, Customer agrees to be bound by all terms and conditions set forth in this Service Description. Please read this document carefully and note that Dell may change the terms of Services at any time. Customer acknowledges and agrees that using the Services after a change becomes effective indicates Customer's agreement to such change.

**Limits on Service.** Dell will utilize Customer's bill-to address to define the household and determine which products are Supported Products. Service extends only to Supported Products that are located within the United States, excluding rent-to-own units. Service extends only to original purchasers of the Service who are located within the United States. Services are not transferable. Service is limited to technical support of up to 30 Supported Products. Service does not include any additional parts, replacement, dispatching, or on-site service beyond that included in a Supported Product's Limited Hardware Warranty. Service does not expand, abridge, or otherwise in any way modify any warranties or service contracts that accompany Supported Products.

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<sup>1</sup> "Supported Products are Dell-branded Consumer products and Alienware-branded Consumer products with Dell identification number labeled as "Service Tag," purchased from Dell Home & Home Office or Dell Outlet Home & Home Office, online or via telephone, or from a Dell-authorized retail store. Products that do not contain a "Service Tag" are not Supported Products."

Service does not include the preventive maintenance, installation, de-installation, or relocation services and operating supplies, or repairs necessitated by software problems or as a result of alteration, adjustment, or repair by anyone other than Dell (or its representatives). In addition, Service only applies to the Supported Product's original hardware and software configuration that shipped from Dell's factory. Dell is not obligated to troubleshoot or repair any Supported Product or its component that has been damaged as a result of (i) accident, misuse, or abuse of the Supported Product or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Dell (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) moving a Supported Product from one geographic location to another or from one entity to another.

Furthermore, this Service **does not** include:

- Support for third party applications and hardware. Customers may be directed to the third-party vendor or other Dell service offerings for assistance with common third-party applications and hardware. Additional fees apply.
- Dell on Call - Technicians will be capable of supporting issues considered in-scope for the Dell On Call service, but this Service will not include any incidents or support for Dell On Call issues. Additional fees apply.
- Expired Warranty Support – Technicians will be capable of providing Expired Warranty Support for Supported Products, but this Service will not include any incidents or support for products with expired warranties. Additional fees apply.

### **Support Procedures**

#### **Customer Responsibilities.**

- **Complete a backup of all existing data and programs on affected storage systems prior to Dell providing support. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**
- Ensure that software is at minimum release levels and configurations as specified by Dell on the original product invoice.
- Install remedial replacement parts, patches, software updates, or subsequent releases as directed by Dell.
- Ensure that the express service code Customer used to purchase this Service is always used when requesting Service.

**Receiving Support.** To receive support, Customer should call 1-800-624-9896. Customer should enter the express service code Customer used to purchase this Service when prompted.

**Service Availability.** Dell will use commercially reasonable efforts to make the Services available 7 days a week, 24 hours a day, 365 days a year. Dell may modify its service delivery model in the event of circumstances arising beyond its reasonable control. Hold times may be affected by multiple variables including, but not limited to, time of day, product release cycle, product recall occurrences, and total number of Customers.

### **Important Additional Information**

**Term.** Services will run for the term indicated on Customer's invoice. Customer may be entitled to extend the term depending on available options then in effect and in accordance with Dell's then-current procedures.

- 1-year Service – Customer must have at least one (1) year left on the warranty on Customer's Supported Product in order to purchase one year of Service.

**Reassignment.** Dell reserves the right to reassign Customer to a different team.

**Cancellation.** Dell may cancel this Service at any time during the Service term if Customer fails to pay the total price for this Service in accordance with the invoice terms; Customer fails to abide by the terms of this Service Description; or Customer's repeated misuse of this Service for out of scope issues. Dell may, at its discretion, terminate this Service on thirty (30) days notice to Customer, in which case Customer will be entitled to a pro-rated refund of any unearned fees for the Services that Customer paid.

**Claims of Confidentiality or Proprietary Rights.** Customer agrees that any information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is not confidential or proprietary to Customer.

**Third Party Warranties.** In order to provide this Service, Dell may have to access hardware or software that is not manufactured by Dell. Some manufacturers' warranties may become void if Dell or anyone else, other than the manufacturer or its authorized representative, works on the hardware or software. It is Customer's responsibility to ensure that Dell's performance of these Services will not affect the warranty, or, if it does, that the effect will be acceptable to Customer. **DELL DOES NOT TAKE RESPONSIBILITY FOR THIRD-PARTY WARRANTIES OR FOR ANY EFFECT THAT DELL SERVICES MAY HAVE ON THOSE WARRANTIES.**

**Third-Party Service Agreements.** Customer acknowledges that services for Supported Products may be available from retailers of Supported Products, and the Services in this Service Description may be similar or identical to services available from such retailers. Customer further acknowledges that, unless expressly provided otherwise, Dell's provision of Services under this Service Description is separate and distinct from services provided by a retailer of Supported Products.

**Governing Law.** **THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL** arising from or relating to this Service Description, its interpretation, or the breach, termination, or validity thereof, the relationships which result from this Service Description, Dell's advertising, or any related purchase **SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.**

**Binding Arbitration.** **ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT, OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND DELL,** its agents, employees, principals, successors, assigns, and affiliates.

(collectively for purposes of this paragraph, "Dell") arising from or relating to this Service Description, its interpretation, or the breach, termination, or validity thereof, the relationships which result from this Service Description (including, to the full extent permitted by applicable law, relationships with third parties that are not signatories to this Service Description), Dell's advertising, or any related purchase **SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM ("NAF")** under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and Dell. **NEITHER** Your Tech Team Consumer Service/ Consumer Premium Service Offer v. 25

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**CUSTOMER NOR DELL SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Dell will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which Customer resides. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee-shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

**No Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE SERVICE, THESE SERVICES ARE PROVIDED "AS IS" AND DELL MAKES NO WARRANTIES REGARDING THE SERVICE OR THE RESULTS OF THE SERVICE. DELL IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND ITS CONTROL.**

**Limitation of Liability. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DELL'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT, OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS A PRO-RATED REFUND OF THE AMOUNTS PAID TO DELL FOR THE SERVICE THAT IS THE BASIS OF THE CLAIM.**

**Miscellaneous.** If any provision of this Service Description is void or unenforceable, the parties agree to delete it and agree that the remaining provisions will continue to be in effect.

**Terms and Conditions.** Dell is pleased to provide these Services in accordance with this Service Description and the terms and conditions of Dell's standard invoice terms and conditions of sale (see <http://www.dell.com/policy/legal/termsofsale.htm>).