Service Description

Premium Phone Support

Introduction to your service agreement

Premium Phone Support service (the "Service" or "Services") provides remote technical support for hardware and software issue resolution through trained phone support specialists for the Dell branded products purchased in connection with the Services (the "Supported Dell Products"). A list of Supported Dell Products can be located on the customer's invoice. All Services provided under this Service Desription are provided remotely via telephone, and do not include any on-site assistance. From time to time, email and chat support may also be available. Software issue resolution includes simple how to advice for commonly available applications such as internet browsers, operating system software, personal finance software, productivity applications, e-mail applications and movie/picture editing software made available via telephone. In addition, how to advice is available for antivirus setup and printer/networking connection to Dell products, also made available via telephone.

This Service Description ("Service Description") is entered between you the customer ("you" or "Customer") and the Dell entity identified on your invoice for the purchase of this Service. This Service is subject to and governed by Customer's separate signed master services agreement with Dell that explicitly authorizes the sale of Premium Phone Support or, in the absence of such agreement, Dell's terms of sale applicable to Dell customers, which is available at **www.Dell.com/Terms** or your local country-specific **www.Dell.com** website, hereby incorporated by reference and available in hardcopy from Dell upon request. The parties acknowledge having read and agree to be bound by such online terms.

By placing your order for the Services, utilizing the Services, or by clicking/checking the "I Agree" button or box on the Dell.com website in connection with your purchase, you agree to be bound by all terms and conditions of this Service Description and the agreements incorporated by reference herein. If you are entering this Service Description on behalf of a company or other legal entity you represent that you have authority to bind such entity to this Service Description, which case "you" or "Customer" shall refer to such entity.

The scope of your service agreement

Premium Phone Support for the duration of the hardware limited warranty purchased for your Supported Dell Products.

This Service provides Premium Phone Support for the duration of the Service purchased, as indicated on your invoice. In specific situations where support is needed for tasks beyond the scope of this contract, Dell may offer additional services through the phone support agent for an additional fee. This Service does not modify the parts and labor service contract or limited hardware warranty that may also accompany the Customer's Supported Dell Product(s).

The features of your service include:

- **Item 1: Phone based hardware and software issue resolution by trained Dell experts**
  - Depending on your location, telephone support hours may be extended beyond other Dell standard service operations hours.
  - Includes hardware troubleshooting and resolution assistance.

- **Item 2: Remote software resolution assistance details: Dell experts provide software issue resolution on Supported Dell Products through simple how to help, software installation and un-install assistance, upgrade help or through re-installation of factory settings.**

  Software resolution assistance is limited to commonly available software titles that are either purchased on the Supported Dell Product or may be purchased separately and are installed on Supported Dell Products. Applications listed below are

illustrative. Final determination on whether specific software is supported will be made by the trained Dell technician at the time of contact.

- Commonly available e-mail programs, which may include but are not limited to Outlook® or Outlook Express®
- Commonly available Internet browser programs, which may include but are not limited to Firefox®, Google Chrome™, Opera™ software or Windows® Internet Explorer
- Commonly available productivity software, which may include but is not limited to MS Office, Open Office, Adobe Photoshop Elements, Adober Reader, Google Docs.
- Commonly available financial software, which may include but is not limited to Quicken®,
- Commonly available movie and picture editing software, which may include but is not limited to Adobe® Photoshop®, Picasa™ or Roxio® Easy Media Creator

- **Item 3: Remote assistance with Antivirus software setup on your Supported Dell Product**
  - Customers with current antivirus subscription service receive assistance with antivirus software scheduling and setup.
  - Note: This service does not cover actual virus removal.

- **Item 4: Remote assistance with setting up your wired/wireless network device, as well as setting up your printer on your Supported Dell Product**
  - Help with connecting to your wired/ wireless network
  - Help with printer setup
  - Troubleshooting for common wired network, wireless network or printer set up issues specific to the connection process

- **Item 5: Simple how to advice on:**
  - How to perform data backup
  - How to connect to the internet
  - How to transfer files to your new computer
  - How to install recommended patches/ fixes
  - How to personalize your desktop

Premium Phone Support does not include:

- On-site support or assistance
- Antivirus and malware removal on infected products
- Technical support for shareware applications
- Technical support for software applications that Dell deems uncommon or not supported by the OEM manufacturer
- Support for 3rd party hardware
- Support for advanced wired/ wireless networking or network optimization
- Support for web development, database programming or scripting assistance
- Parts and labor service
- Note: Specific situations may arise where the Supported Dell Product is infected with a virus that prohibits Dell from providing support until the virus has been removed. In those situations, the customer will be informed by the Dell phone technician.

Service specific customer responsibilities

- To keep your Supported Dell Product(s) eligible for Service, you must:
  - Ensure that software is maintained at minimum release levels and configurations as specified by Dell on the original product invoice and on www.support.dell.com; and install remedial replacement parts, patches, software updates or subsequent releases as directed by Dell.
- **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.**
- Prior to antivirus software setting assistance, the customer must have an active antivirus subscription service.

How to contact Dell if you require service

Online, Chat & Email Support:

Online, chat and email support may be available. Online, chat and email support contact information is available at **www.Support.Dell.com**

Telephone support requests:

This Service provides telephone support for Customers. Technical assistance is available for both hardware and software issue resolution. Actual phone hours vary by country. Dell reserves the right to change these telephone support hours at any time.

- 24x7 - New Zeland

Step One: call for assistance

- For telephone support requests, contact Dell at the number below. When prompted be prepared to enter the express service code located on the Supported Dell Product.
- Call from a location which includes physical access to the Supported Dell Product.
- Provide the Service Tag number and other information as requested by the analyst. The analyst will verify Customer's Supported Dell Product, applicable Service and response levels and confirm any expiration of Services.
- Dell reserves the right to change these telephone support numbers at any time.

Locale	Phone number to contact Dell
New Zealand	0800 935 515

Step Two: assist with telephone-based troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps you have already taken to attempt to solve the problem.
- The analyst will work with you through a series of troubleshooting steps to help diagnose the issue.
- If service under your limited hardware warranty or parts and labor service contract is required to resolve your issue, the analyst will provide additional instructions.

Terms and conditions of this Service

1. Supported Dell Products

This Service is available on select Dell Inspiron™, Dell XPS, and Alienware branded products which are purchased in a standard configuration. Supported Dell Products are added regularly so please contact your Dell sales representative or www.dell.co.nz for the most up-to-date list of which Services are available on products purchased from Dell.

Each Supported Dell Product is tagged with a serial number (the "Service Tag"). A separate service agreement must be purchased by the Customer for each Supported Dell Product. Please refer to the Service Tag on your Supported Dell Product when contacting Dell for this Service.

2. Term of service

This Agreement commences on the date you place your order and continues through the Term of Service. The “Term of Service” begins on the invoice date and extends for the term indicated on the Customer’s invoice. Unless otherwise agreed in writing between Dell and the Customer, purchases of Services under this Agreement shall be solely for Customer’s own internal use and not for resale or service bureau purposes.

3. Customer responsibilities

A. Authority to Grant Access. Customer represents and warrants that it has obtained permission for both Customer and Dell to access and use the Supported Dell Product, the data on it, and all hardware and software components included in it, for the purpose of providing these Services. If Customer does not already have that permission, it is Customer's responsibility to obtain it, at Customer's expense, before Customer asks Dell to perform these Services. In situations where virus infection prohibits Dell from performing Service, virus removal may be required prior to Service performance.

B. Cooperate with tech support analysts. Customer agrees to cooperate with and follow the

instructions given by Dell tech support analysts (phone, email, and chat, as applicable).

C. **Maintain software and serviced releases.** Customer must maintain software and Supported Dell Product(s) at Dell-specified minimum release levels or configurations as specified on www.support.dell.com for the Supported Dell ProductSupported Dell Product. Customer must also ensure installation of remedial replacement parts, patches, software updates or subsequent releases as directed by Dell in order to keep the Supported Dell Product(s) eligible for this Service.

D. **Data backup.** Complete a backup of all existing data and programs on all affected systems prior to the delivery of this Service by Dell. DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS or loss of use of system(s) arising out of this Service or related support activities or any act or omission, including negligence, by Dell or a third-party service provider.

E. **Third party warranties.** These Services may require Dell 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 works on the hardware or software. It is Customer's responsibility to ensure that Dell's performance of Services will not affect such warranties 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 the Dell Services may have on those warranties.

4. Important additional information

A. **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.

B. **Limitation of Liability**. TO THE FURTHEST EXTENT AS PERMITTED BY APPLICABLE LAW, 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.

C. **Governing Law and Dispute Resolution.** These Terms and Conditions are governed by and construed in accordance with the laws of New Zealand and are subject to the non-exclusive jurisdiction of the courts of New Zealand.

D. **Severability.** 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.

E. **Commercially reasonable limits to scope of service.** Dell may refuse to provide Services if, in its opinion, providing the Services creates an unreasonable risk to Dell or Dell's Service providers or is beyond the scope of Services. Dell is not liable for any failure or delay in performance due to any cause beyond its control. Service extends only to uses for which the Supported Dell Product was designed. Customer acknowledges that Dell may not be able solve Customer's particular problem.

F. **Optional services.** Optional services (including point-of–need support, installation, consulting, managed, and professional, support or training services) may be available for purchase from Dell and will vary by Customer location. Optional services may require a separate agreement with Dell. In the absence of such agreement, optional services are provided pursuant to the terms and conditions of this Service Description.

G. **Assignment.** Dell may assign this Service and/or Service Description to qualified third party service providers.

H. **Cancellation.** Dell may cancel this Service at any time during the Service term for any of the following reasons:

- Customer fails to pay the total price for this Service in accordance with the invoice terms;
- Customer refuses to cooperate with the assisting analyst;
- Customer fails to abide by all of the terms and conditions set forth in this Service Description; or

- Customer repeatedly misuses this Service for out of scope issues or otherwise violates the terms of Dell's fair use policy as provided herein.

If Dell cancels this Service for any of the above reasons, Dell will send Customer written notice of cancellation at the address indicated on Customer's invoice. The notice will include the reason for cancellation and the effective date of cancellation, which will be not less than ten (10) days from the date Dell sends notice of cancellation to Customer, unless applicable law requires other cancellation provisions that may not by varied by agreement. If Dell cancels this Service for any of the above reasons, Customer shall not be entitled to any refund of fees paid or due to Dell. Additionally, Dell may, at its discretion, terminate the Services on thirty (30) days notice to Customer, in which case Customer will be entitled to a pro-rated refund of any unearned fees for Services that Customer paid.

I. **Geographic limitations & relocation.** This Service will be delivered to the site(s) indicated on the Customer's invoice. This Service is not available in all areas. In situations when relocation occurs to a destination country where the Service is already available, Dell will make every effort to honor the Service obligation, per the terms of Service in the destination country. In situations where relocation occurs to a country where the Service is unavailable, the Service does not transfer. Service options, including service levels and technical support hours will vary by geography and certain options may not be available for purchase in Customer's location. Dell's obligation to supply the Services to relocated Supported Dell Products is subject to local service availability and may be subject to additional fees.

J. **Transfer of service.** Subject to the limitations set forth in this Service Description, Customer may transfer this Service to a third party who purchases Customer's entire Supported Dell Product before the expiration of the then-current service term, provided Customer is the original purchaser of the Supported Dell Product and this Service, or Customer purchased the Supported Dell Product and this Service from its original owner (or a previous transferee) and complied with all the transfer procedures available at www.support.dell.com. A transfer fee may apply. Please note that if Customer or Customer's transferee moves the Supported Dell Product to a geographic location in which this Service is not available (or is not available at the same price) as Customer paid for this Service, Customer may not have coverage or may incur an additional charge to maintain the same categories of support coverage at the new location. If Customer chooses not to pay such additional charges, Customer's Service may be automatically changed to categories of support which are available at such price or a lesser price in such new location with no refund available.

K. **Fair Use Policy.** The use of these Services is subject to Dell's fair use policy. Dell's fair use policy provides that if at any time, in Dell's sole discretion, a user is found to be abusing the Services by exceeding the level of reasonably expected use, then Dell reserves the right to suspend or cancel these Services. In addition, Dell reserves the right to suspend or cancel any Services that Dell, in its sole discretion, determines are being used (a) fraudulently, (b) by any person other than the eligible customer or his or her permitted transferee hereunder, or (c) for any computer system other than a Supported Dell Product.

For more information about any of our service offerings, please contact your Dell representative or visit www.Dell.co.nz/services

Availability varies by country.

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