

Service Description: Alienware Gaming Support and Services

Introduction to Service Description:

Service Provider: Dell Canada Inc., 155 Gordon Baker Rd., Suite 501, North York, Ontario, M2H3N5. Services may be delivered directly by Dell or on Dell’s behalf by Dell’s agents or third party service providers.

Terms and Conditions: This Service Description (“Service Description”) is entered among you the customer (“you” or “Customer”) and the Dell entity identified on your invoice for the purchase of this Service. Dell is pleased to provide these Services in accordance with this Services Description and Dell’s standard terms and conditions of sale for consumers posted at www.dell.ca/terms (English) or www.dell.ca/conditions (French). Please read this document carefully and note that Dell may change the terms of Services at any time. Customer acknowledges and agrees that by using the Services after a change becomes effective indicates Customer’s agreement to such change.

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.ca 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.

Overview of Service:

Dell provides premium Alienware gaming telephone support (“Gaming Phone Support” or the “Services”) to individual customers Monday to Friday; 10:00am to 7:00pm CST. The Program will offer Services on Supported Systems as listed below.

This service is intended for individual consumer customers and not for commercial customers. If you are using a computer that you do not own, it is your responsibility to make sure that you have the right to install, delete and modify software on these systems. If the Supported System is owned by your employer, please consult your employer’s policies to determine if you should be purchasing this service from Dell.

YOU MUST BE OVER THE AGE OF 18 TO PURCHASE GAMING PHONE SUPPORT. GAMING PHONE SUPPORT SERVICES MAY NOT BE USED BY INDIVIDUALS UNDER THE AGE OF 14.

Support Topic	Description
New Game Setup	“New Game Setup and Configuration” includes:

	<ul style="list-style-type: none"> • Setup and configuration of one (1) Supported Game (as defined below), including configuration of video, audio and image quality settings; and • Preparing the Supported System (as defined below) for installation of the Supported Game, installing the Supported Game and ensuring the Supported Game opens properly.
New Game Setup and Peripheral Configuration	<p>“New Game Setup and Peripheral Configuration” includes:</p> <ul style="list-style-type: none"> • New Game Setup and Configuration (as defined above) for one (1) Supported Game; and <p>Setup and configuration for up to a total of three (3) supported gaming hardware items that connect peripherally to a Supported System (“Peripherals”) (including many common audio systems, wireless and/or USB headsets, audio interfaces, gaming mice, keyboards, pads, joysticks, wheels, sound systems and monitors).</p> <p>Please note that Dell will make commercially reasonable efforts to provide Service with respect to a Customer’s peripheral hardware; however, in some instances Service may be unavailable with respect to certain peripheral items.</p>
In-Game Troubleshooting	<p>“In-Game Performance Errors and Problem Troubleshooting” includes (for one (1) Supported Game):</p> <ul style="list-style-type: none"> • Configuration and support of image and audio quality, performance issues, error messages, crashes, loading problems; • Troubleshooting and support of in-game distorted or missing textures as well as clipping and video artifacts on the game; • Troubleshooting and support of in-game distorted audio playback, intermittent video playback or low video frame rate; • Locating and troubleshooting any issues preventing an already installed game from launching; • Troubleshooting with respect to sudden image loss and frozen image during the game; and • Troubleshooting of sudden stop of the game and any error messages impeding appropriate gameplay including black & blue screens.
Game Performance	<p>“Gaming Networking Setup and Optimization” includes (for</p>

<p>Optimization</p>	<p>one (1) Supported Game):</p> <ul style="list-style-type: none"> • Network, router and firewall configuration based on game requirements; • Game optimization, video, audio performance and image quality settings; and • Video card driver configuration to boost performance while maintaining the image quality.
<p>Game Customization and Personalization</p>	<p>“Game Customization and Personalization” includes enhancements gaming experience by assisting and advising the Customer with respect to modules for a game as well as in-game chatting, web browsing, social gaming, web gaming portals and Supported Games communication software servers.</p> <p>We may introduce you to third-party programs and modules that can help manage and enhance your gaming experience, including in-game communication software to be acquired by the customer at customer’s sole expense.</p>
<p>Supported Systems</p>	<p>Gaming Phone Support is limited to the following Dell™ desktop, notebook personal computer systems, and Dell Alienware systems running Microsoft Windows® based operating systems (including Windows™ XP, Windows™ Vista or Windows™ 7 only)::</p> <ul style="list-style-type: none"> • Alienware M18x • Alienware M17x • Alienware M15x • Alienware M14x • Alienware M11x (provided Gaming compatibility measures are met) • Alienware X51 • Alienware Aurora ALX • Alienware Area-51 ALX • Alienware Aurora • Alienware Area-51 • XPS Studio 9100 • XPS 8300 • XPS 625 • XPS 730X / 730X H2C • XPS 710 / 710 H2C • XPS 502X • XPS 702x <p>Other systems, including non–Dell branded systems, running Microsoft Windows® based operating systems (including</p>

	Windows™ XP, Windows™ Vista or Windows™ 7 only) may be supported at Dell's sole discretion.																																	
Supported Games	<p>Gaming Phone Support will support the following games to the extent they are previously purchased from Dell or acquired or downloaded from the original manufacturer (the "Supported Games"):</p> <table border="1"> <tr><td>Batman: Arkham Asylum™</td></tr> <tr><td>Batman: Arkham City™</td></tr> <tr><td>Battlefield 3™</td></tr> <tr><td>Battlefield: Bad Company™ 2</td></tr> <tr><td>Call of Duty® 4: Modern Warfare</td></tr> <tr><td>Call of Duty®: Black Ops</td></tr> <tr><td>Call of Duty®: Modern Warfare® 3</td></tr> <tr><td>Civilization® V</td></tr> <tr><td>Crysis®</td></tr> <tr><td>Crysis® 2</td></tr> <tr><td>Dead Island®</td></tr> <tr><td>Deus Ex: Human Revolution™</td></tr> <tr><td>Elder Scrolls V®: Skyrim™</td></tr> <tr><td>Fallout: New Vegas®</td></tr> <tr><td>Final Fantasy® XIV</td></tr> <tr><td>Grand Theft Auto IV™</td></tr> <tr><td>Half-Life® 2: Episode Two</td></tr> <tr><td>League of Legends®</td></tr> <tr><td>Left 4 Dead™</td></tr> <tr><td>Left 4 Dead™ 2</td></tr> <tr><td>Mass Effect™ 3</td></tr> <tr><td>Microsoft® Flight Simulator X</td></tr> <tr><td>Need For Speed™ The Run</td></tr> <tr><td>Rusty HeartsSM</td></tr> <tr><td>Star Wars®: The Old Republic™</td></tr> <tr><td>StarCraft® II</td></tr> <tr><td>Team Fortress 2®</td></tr> <tr><td>The Witcher® 2</td></tr> <tr><td>Total War™: Shogun™</td></tr> <tr><td>Warcraft® III: Frozen Throne</td></tr> <tr><td>Warcraft® III: Reign of Chaos</td></tr> <tr><td>Warhammer 40,000™: Space Marine™</td></tr> <tr><td>World of Warcraft™</td></tr> </table>	Batman: Arkham Asylum™	Batman: Arkham City™	Battlefield 3™	Battlefield: Bad Company™ 2	Call of Duty® 4: Modern Warfare	Call of Duty®: Black Ops	Call of Duty®: Modern Warfare® 3	Civilization® V	Crysis®	Crysis® 2	Dead Island®	Deus Ex: Human Revolution™	Elder Scrolls V®: Skyrim™	Fallout: New Vegas®	Final Fantasy® XIV	Grand Theft Auto IV™	Half-Life® 2: Episode Two	League of Legends®	Left 4 Dead™	Left 4 Dead™ 2	Mass Effect™ 3	Microsoft® Flight Simulator X	Need For Speed™ The Run	Rusty Hearts SM	Star Wars®: The Old Republic™	StarCraft® II	Team Fortress 2®	The Witcher® 2	Total War™: Shogun™	Warcraft® III: Frozen Throne	Warcraft® III: Reign of Chaos	Warhammer 40,000™: Space Marine™	World of Warcraft™
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Gaming Phone Support Service Does Not Include:

- Labor and/or replacement parts for Dell branded or non-Dell branded hardware or

peripherals. Repair or replacement of Dell products may be covered by Dell's limited hardware warranty located at www.dell.ca/warranty (English) or www.dell.ca/garantie (French) or other service contracts purchased separately from Dell.

- On-site or at-home services. (However, you may be entitled to these services under separate contracts).
- Support when your system does not meet the system-requirements of installed software.
- Support when compatibility of the system to the software is in question or configuration is invalid
- Supporting third party plug-ins like browser helper applications and Flash™ players.
- Providing software upgrades or new software releases.
- Support for Supported Systems or Supported Games located outside of the United States.
- Support for versions of Supported Systems or Supported Games other than the current versions.
- Support for freeware or shareware.
- Remote or on-site training services.
- Scripting, programming, database design or web development.
- Product keys for activation.
- Recovery of lost data or software.
- Issues due to damage to the hardware.
- Any service not expressly described in this Service Description.
- Computers or devices that are managed by any external IT department.
- Enablement of access to corporate systems, email or data.
- Creating illegal copies of software.
- Bypassing copyright protection.
- Supporting or assisting any activity deemed to be illegal or in violation of the terms of this Agreement by Dell in its sole discretion.

Support Procedures:

Receiving Support: You, or persons authorized by you, may call **1-877-330-9732** to receive support.

Complete a backup of all existing data, software and programs on affected storage systems prior to calling Dell for support. As per the Limitation of Liability section below, DELL IS NOT RESPONSIBLE FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS OR LOSS OF USE OF SYSTEM(S) OR NETWORK(S). CUSTOMER UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES WILL DELL BE RESPONSIBLE FOR ANY LOSS OF SOFTWARE, PROGRAMS OR DATA.

A Dell representative will ask for your order number, relevant hardware and software brands, and model or version numbers. To receive Services, you must confirm that you have (a) full access to the hardware and/or software that is the basis of the issue, and (b) completed a back-up of any software or data that may be impacted by the service.

Service Availability: Dell will use commercially reasonable efforts to keep support available Monday to Friday; 10:00am to 7:00pm CST.

Order Number: You are responsible for the security of the order number provided by Dell in connection with the Services. **Dell will not question the authority of a caller requesting Service using a valid contract or order number.**

Spyware/Virus Removal: Customer acknowledges that alteration or removal of some spyware and

virus programs may impair the performance of certain programs. In addition, altering or removing such programs may be restricted by certain software licenses. It is Customer's responsibility to examine such licenses and to ensure that the procedures performed as part of these Services will not affect these licenses, or, if they do, that the effect on such licenses or system performance is acceptable to Customer. Customer further acknowledges that these Services cannot guarantee that additional spyware and viruses will not return to or appear on a customer's system after Services have been rendered.

Third Party Software: If the Customer and technician agree that a third-party tool would be useful to resolve an issue, the Customer will have to personally enter into any license agreements with such third-party. All use of third-party tools is the sole responsibility of the Customer. Under no circumstances will the Dell agent enter into a third party license agreement on the Customer's behalf or be liable for the use of such third-party software.

Removal of Certain Files: The removal of certain files or programs from your computer can impact the performance or functionality of other programs on your computer. The terms of some software license agreements may restrict your right to alter or remove certain files or programs. You acknowledge and agree that you are solely responsible for complying with the agreements governing the software on your computer. **IF YOU REQUEST THAT CERTAIN FILES OR PROGRAMS BE REMOVED FROM YOUR COMPUTER, DELL WILL NOT BE RESPONSIBLE FOR THE RESULTING EFFECTS ON OTHER SOFTWARE OR ANY LICENSE AGREEMENT.**

Third party Game Responsibility: Gaming Phone Support is restricted to the customer's system. Dell will not provide support for games to the extent they interact with third-party platforms or servers (including those hosted by game developers).

Copying of Files: Dell is prohibited by law from copying or otherwise using pirated or copyrighted materials. You represent and warrant that you own the copyright or have a license to make copies to all of the files on your system (or to have copies made on your behalf) and that no file on your system would cause Dell to be liable for copyright infringement if any such file were copied by Dell as part of the Services, including but not limited to, music files, motion picture files or photographic files that are subject to copyright restrictions. You accept responsibility for, and agree to indemnify and hold Dell harmless from, any and all liability, damages, claims or proceedings arising from your breach of this warranty or failure to remove any such files from your system prior to calling Dell for Services.

You are solely responsible for complying with the terms of licenses governing the software programs on your systems. You will indemnify, defend and hold Dell harmless against any loss, cost, damage or expense resulting from breach of any licensing agreement, term or condition arising from or related to your request for Service.

LIMITATION OF LIABILITY DELL WILL HAVE NO LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOSS OR CORRUPTION OF DATA OR SOFTWARE, LOSS OF USE, LOST PROFITS OR LOSS OF BUSINESS. DELL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD-PARTY. CUSTOMER AGREES THAT FOR NO LIABILITY RELATED TO THE SERVICES, WILL DELL BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT CUSTOMER PAID FOR THE APPLICABLE SERVICES.

[Important Additional Information:](#)

Per Incident, Packages and Term: Gaming Phone Support can be purchased as an on-demand

single-incident (for example, the Customer calls support with an issue and then purchases a service to resolve that issue), as a pre-purchased single-incident (for example, the Customer purchases a service as a result of seeing a promotional offer and later calls for service), or as a multiple-incident package (for example, the customer purchases a bundle of services or services to be used over the course of several incidents). EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, ALL SERVICES MUST BE USED WITHIN THE SPECIFIED PERIOD OR THEY WILL EXPIRE. The Customer's invoice or welcome letter states the type of package purchased, including the number of incidents, any particular service, and time period, when applicable.

- **On-Demand Single-Incident, Pre-Purchased Single-Incident, and Multiple-Incident Packages:** For an on-demand single-incident, Dell will address a single issue for you on Supported System as set forth in this Service Description. For a pre-purchased single-incident, Dell will address the particular issue stated on your invoice or welcome letter for you on a Supported System. FOR PRE-PURCHASED SINGLE INCIDENT SERVICES, YOU MUST CALL DELL AND REDEEM THE SPECIFIED SERVICE WITHIN 30 DAYS FOLLOWING THE DATE OF CUSTOMER'S INVOICE OR WELCOME LETTER. FOR A MULTIPLE-INCIDENT PACKAGE, YOU MUST USE THE NUMBER OF INCIDENTS PURCHASED (AS SET FORTH IN CUSTOMER'S INVOICE OR WELCOME LETTER) WITHIN THE INDICATED TIME PERIOD. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, **ANY INCIDENTS NOT USED WITHIN THE SPECIFIED TIME PERIOD WILL EXPIRE, AND YOU WILL NOT BE ENTITLED TO ANY FURTHER SERVICE OR ANY REFUND FOR ANY UNUSED INCIDENT (UNLESS OTHERWISE REQUIRED BY LAW).** Dell deems an issue "resolved" and the Service incident exhausted 3 days after Service is performed, or when Dell notifies you that in Dell's reasonable discretion and after reasonable efforts, the issue is beyond the scope of this Service Description. Prior to expiration of this 3-day period or such determination, you may initiate follow-up calls for Service on the same issue without exhausting an additional Service incident.

Refunds: Before Service is Performed: Within 30 days of the invoice date, you may cancel any unused Service and request a refund for any reason; however, refund amounts for multiple-incident packages will be reduced by the value of the number of incidents used and resolved.

After Service is Performed. Within 3 days of Dell performing a Service, you may call and notify Dell if you believe that the Service issue was not resolved. If Dell agrees that the issue is not resolved and is within the scope of this Service Description, Dell will attempt to re-perform the Service to resolve the issue as part of the same incident for which you called. If at any time Dell determines that Dell cannot complete the Service in accordance with this Service Description, Dell will issue you a refund of the price paid for the applicable Service, provided that refund amounts for multiple-incident packages will be reduced by the value of the number of incidents used and resolved.

Notwithstanding the above limited refund policy, Dell does not guarantee that any particular issue will be resolved to your complete satisfaction, and Dell's sole obligation to you is to use reasonable efforts to resolve an issue in accordance with this Service Description. Except as provided above, there will be no refunds available (except as otherwise required by law).

Cancellation: Dell, at its discretion, may terminate Services with 30 days notice to Customer, in which case, Customer will be entitled to a refund for un-used incidents. Dell reserves the right to immediately suspend or terminate Services with no refund to Customer if Dell, in its sole discretion, determines that Services are being misused and/or Customer has not complied with the terms and conditions of this Service Description.

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

Not Transferable. The Services are not transferable by you. You may not use the Services in connection with a service bureau or any other distributing or sharing arrangement, on behalf of any third-party or with respect to any device not owned by you or software program not installed on devices owned by you.

Payment: Customers must provide a valid payment method to purchase the Service under this Service Description. Customer shall not be entitled to any Service under this Service Description unless and until payment in full is received by Dell.

Claims of Confidentiality or Proprietary Rights: Customer agrees that no information or data disclosed or sent to Dell, over the telephone, electronically or otherwise, is confidential or proprietary to Customer or any third party.

Data Collection; Recording Calls. In carrying out its obligations, Dell, or its third party sub-contractors, may at its discretion, record part or all of the calls between you and Dell. **By utilizing these Services, you consent to have your calls with Dell or its third-party subcontractors monitored or recorded.**

Cooperation with Law Enforcement. Agents may refuse to assist the Customer with sexually explicit, unlawful, offensive, hateful, gratuitously violent content or any other reasonably objectionable material. In addition, Dell may be required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of applicable law, including without limitation, child pornography laws. You acknowledge and agree that Dell may proactively report any such information, including the identity of users, account information, images and other facts to law enforcement personnel, government officials and/ or a third party as Dell believes reasonably necessary or appropriate, as determined by Dell in its reasonable discretion, to meet its legal obligations or protect the rights, property or safety of its employees, other users or third parties. Customers are prohibited from violating or attempting to violate the security of Dell. Violations of system or network security may result in civil or criminal liability. Dell will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Customers who are involved in such violations.

No Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT GIVEN THE NATURE OF THE SERVICES, THE SERVICES ARE PROVIDED "AS IS", AND UNLESS A PROVINCIAL STATUTE EXPRESSLY PROHIBITS, DELL MAKES NO WARRANTY OR CONDITION REGARDING THE SERVICES OR THE RESULTS OF THE SERVICES. DELL DOES NOT WARRANT THIRD PARTY PRODUCTS OR SERVICES PROVIDED FOR THIRD-PARTY PRODUCTS. DELL IS NOT LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.

Third-party software and peripheral products may be covered by the warranties provided by the original manufacturer or the seller of the product. Third-party warranties may vary from product to product. Customer should consult the applicable product documentation for specific warranty information.

Scope of Service: In the course of providing the Services, Dell may determine that the issue is beyond the scope of the Services. Dell may use commercially reasonable efforts to refer Customer to an appropriate alternative resource. Customer acknowledges that Dell may not be able solve Customer's particular problem.

Governing Law: THE PARTIES AGREE THAT THIS AGREEMENT, 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 PROVINCE OF ONTARIO, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

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.

Dispute Resolution:

Before commencing any proceeding in the manner set out below, you will first attempt to resolve any dispute or differences you have with Dell by way of good faith negotiation. The good faith negotiation shall commence by you communicating your position regarding the complaint, claim, dispute, or controversy and the proposed resolution thereof to Dell. Dell will consider your complaint and provide a response. The parties shall then make good faith efforts to negotiate a resolution of the claim, dispute, or controversy. Neither party shall commence any proceedings unless the good faith negotiation fails.

Except where expressly prohibited by applicable statute, 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) YOU MAKE AGAINST DELL, its agents, employees, officers, directors, successors, assigns or affiliates (collectively for purposes of this paragraph, "Dell") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships between the parties, whether pre-existing, present or future, (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Dell's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION at ADR Chambers pursuant to the general ADR Chambers Rules for Arbitration located at www.adrchambers.com. Any award of the arbitrator shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

Where you are located in a province where a statute expressly indicates that an arbitration requirement will not apply to you, as a consumer, you agree to solely make any claim against Dell, on an individual basis, in a small claims court located in Ontario or in the province in which you reside.

Notwithstanding the provisions in this section or anywhere else in this Service Description, Dell shall have the bring any dispute before the courts, including without limitation, the right to seek and obtain any provisional or interim relief from any court of competent jurisdiction to protect its trade-mark, property rights or confidential information or to preserve the status quo.