

HP SmartFriend Subscription Plans - Terms of Service



Last Updated: April 4, 2024

These HP SmartFriend Subscription Plans Terms of Service and any applicable addenda (collectively, the **"Agreement"**) are a binding contract between HP Inc., located at 1501 Page Mill Road, Palo Alto, CA 94304 (**"HP"** or **"we"** or **"us"** or **"our"**) and the customer (**"you"** or **"your"** or **"user"** or **"Customer"**) of the HP SmartFriend Services (as defined below).

THESE TERMS CONTAIN A CLASS ACTION WAIVER THAT REQUIRES THAT ALL CLAIMS BE BROUGHT INDIVIDUALLY, NOT AS A CLASS REPRESENTATIVE OR CLASS MEMBER. BY ENROLLING IN THE HP SMARTFRIEND SERVICES AND ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO A CLASS ACTION.

PLEASE READ THIS AGREEMENT CAREFULLY. YOU MUST AFFIRMATIVELY ACCEPT THIS AGREEMENT TO SUBSCRIBE TO HP SMARTFRIEND SERVICES (AS DEFINED HEREIN). WHEN YOU GIVE YOUR ACCEPTANCE, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL THE TERMS IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN YOU HAVE NO RIGHT TO ACCESS OR OTHERWISE USE THE HP SMARTFRIEND SERVICES. USING OR OTHERWISE ACCESSING ANY PART OF THE HP SMARTFRIEND SERVICES INDICATES THAT YOU ACCEPT THESE TERMS AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT.

WE ENCOURAGE YOU TO SAVE OR PRINT A COPY OF THIS AGREEMENT FOR REFERENCE. THE HP SMARTFRIEND SERVICES IS AVAILABLE ONLY IN THE UNITED STATES. HP RESERVES THE RIGHT TO MAKE HP SMARTFRIEND SERVICES AVAILABLE IN OTHER JURISDICTIONS.

WE MAY MODIFY PRICING AND THE TERMS HEREIN FROM TIME TO TIME SUBJECT TO SECTION 4 (MODIFICATIONS TO THIS AGREEMENT, SERVICES AND SERVICE FEE). PLEASE REVIEW THE PRICING TERMS AND OUR RIGHTS TO MODIFY OR CANCEL. YOUR CONTINUED USE OF THE HP SMARTFRIEND SERVICES AFTER NOTICE OF MODIFICATION HAS BEEN GIVEN IS DEEMED YOUR ACCEPTANCE OF THE MODIFICATION.

In addition, certain features and functionality made available to you through the HP SmartFriend Services may be subject to (1) additional terms of use that we make available to you from time to time for your information and/or applicable consent, and (2) additional third party terms, which may be provided to you at the time those services are offered or at the time of enrollment or when you register for the HP SmartFriend Services. By Using such portions of the HP SmartFriend Services thereof, you agree to be bound by the additional terms of use and/or additional third-party terms that may be applicable to such portions. In the event any of the additional terms of use governing such portion are in conflict with the terms of this Agreement, the applicable additional terms will control your use of and access to such portions of the HP SmartFriend Services.

1. DEFINITIONS.

As used in this Agreement, the following capitalized terms have the following meanings:

"Add Ons" means certain additional services, capacity, enhancements, features, Third-Party Services or other elements that may be made available to you from time to time through the HP Subscription Portal or other channels.

"Customer" refers to either (a) end-user HP customer who purchases the HP SmartFriend Services described in this Agreement directly from HP or from an authorized HP reseller, wholesaler, or distributor.

"Enrollment Start Date" means the date on which you enroll for HP SmartFriend Services through your My Account or Service Account.

"HP Subscription Portal" means either the (i) <https://www.hp.com/us-en/shop>, (ii) <https://www.hp.com/us-en/services/consumer/smartfriend-overview.html> (iii) HP customer support center or the call center through assisted sales, or (iv) through any other HP web portal available on-line to Customers from which HP SmartFriend Services can be purchased, activated or renewed and from which contract details or HP SmartFriend Services details can be accessed. The HP Subscription Portal also provides details of features, functionalities, deliverables, system requirements, activation methods and limitations of the HP SmartFriend Services.

"HP Tools" means any applications, tools or software programs downloaded, installed, and used permanently or temporarily by or on behalf of HP to deliver the HP SmartFriend Services.

"HP SmartFriend Services" or **"Services"** means the individual subscription services (such as service suites) to be provided by or on behalf of HP to Customer pursuant to the terms of this Agreement and the Data Sheet (**"Supporting Materials"**) incorporated by reference.

"Service Account" or **"My Account"** means the Customer user account that must be used or created at the time of enrollment using your HPID for HP SmartFriend Services and maintained throughout the Subscription Term.

If you have subscribed to HP SmartFriend Services through (i) <https://www.hp.com/us-en/shop> then you can access your My Account here or (ii) <https://www.hp.com/us-en/services/consumer/smartfriend-overview.html>; then you can access your My Account here.

"HPID" means your existing or new unique user identification that helps you to enroll and access your My Account or Service Account.

"License Key" means a serial number (or file and accompanying serial number) that enables the Customer to activate and use the Software provided as part of the purchased Services.

"Software" means any application, tools or other software program installed on the Customer's personal computer or device for personal usage, system operation or diagnostics. Software can be those software programs preloaded or otherwise included in the applicable personal computer or device products, those installed by the Customer after purchase of such Software.

"Subscription Plan" means the amount paid by Customer for HP SmartFriend Services (beginning on the Enrollment Start Date) based on their subscription plan which may be either monthly or annually.

"Subscription Term" means the period for which you have access to HP SmartFriend Services beginning on the Enrollment Start Date.

"Third-Party Services" means any applicable services, materials or information, in any form or medium, including any Software, documents, data, content, or specifications that may be used in conjunction with,

or of or relating to the Services (as updated from time to time), or use thereof that are not owned or proprietary to HP.

2. SERVICES DESCRIPTION.

Pursuant to the terms of this Agreement, HP will provide the HP SmartFriend Services to Customers in the **United States**. In connection with the HP SmartFriend Services, HP may license to Customer, or may require Customer to license from third parties, at no additional cost, certain HP Tools. Part of the HP SmartFriend Services may be provided by third parties selected by HP. Customer's acceptance of these terms and conditions will be deemed to occur upon Customer's purchase of the HP SmartFriend Services. In the event of any conflict between this Agreement and any applicable Supporting Materials, the terms and conditions of this Agreement shall control.

Notwithstanding the terms and conditions of this Agreement, all or any portion of the HP SmartFriend Services or HP Tools or Software which constitutes non-proprietary HP software or services provided by third parties, is licensed subject to the terms and conditions of the software license agreement accompanying such Third Party Services or Software whether in the form of a discrete agreement, shrink wrap license or electronic license terms, end user license agreement accepted at time of download by the Customer. Use of such Third-Party Services or Software by Customer shall be governed entirely by the terms and conditions of such Third Party Services or Software terms and/or license agreement.

3. AGREEMENT TO CONTRACT ELECTRONICALLY.

Your use of the Services signifies your agreement to contract with HP electronically. This means that when you click the button to accept this Agreement, you are agreeing to all of the terms in this Agreement with the intent of entering into a contract with HP. In addition, HP may

communicate with you by e-mail, MyAccount or through the HP Subscription Portal. You agree that all such notices and other communications that HP provides to you electronically satisfy any legal requirement that such communications be in writing.

Costs associated with your maintaining an email account or internet services are your responsibility and are not included in the Services.

You further acknowledge and agree that all-Information pertaining to billing and invoicing relating to the Services will be communicated to You through your Service Account and/or the HP Subscription Portal and/or by other notifications, including to your registered email ID with HP.

4. MODIFICATION TO THIS AGREEMENT, SERVICES AND SERVICE FEE.

HP may at any time modify this Agreement or any part, version or feature of the HP SmartFriend Services (including without limitation the service description, subscription prices and promotions) to:

- a. reflect changes in HP technology / other systems;
- b. reflect changes in regulatory requirements, legislative changes or ombudsman decisions;
- c. implement new HP SmartFriend Services offerings, promotions, or programs being made available; or
- d. implement minor adjustments and improvements;
- e. reflect changes in HP's costs.

These changes will not affect Customer's use of the HP SmartFriend Services.

HP may communicate with you by email, or by posting notices on your Service Account or HP Subscription Portal. We will give you at least thirty (30) days' prior notice of any of the material modifications made to Services in accordance with this Section 4. Notice is deemed given on the earliest day that (i) we communicate such changes by posting notices on your Service Account or HP Subscription Portal, or (ii) we email notice to the email listed on your Service Account. You agree that all such notices, disclosures, and other communications that HP provided to you electronically satisfy any legal requirement that such communications be in writing. Costs associated with you maintaining an email account, internet services, or Service Account are Your responsibility and are not included in the HP SmartFriend Services.

You agree that your continued use of the HP SmartFriend Services after notice has been given in accordance with this Section 4 will be deemed your acceptance of the modified Agreement and such other modifications as listed above. If you do not agree with any modifications by HP as per this Section 4, you should not use the HP SmartFriend Services and cancel the Services in accordance with Section 9 ("**Cancellation**") below.

In the event you cancel your HP SmartFriend Services pursuant to this Section 4, you will continue to have access to HP SmartFriend Services through the end of your Monthly Billing Cycle or the

Annual Billing Cycle subject to your Subscription Plan (as detailed in Section 7 below). Any pre-paid amount paid for the HP SmartFriend Services are non-refundable and we do not provide refunds or credits for any partial subscription periods or unused HP SmartFriend Services. If you cancel your HP SmartFriend Services, your Service Account will automatically close at the end of your applicable current billing period.

5. CHANGES TO SERVICES.

HP will occasionally provide automatic bug fixes, updates or upgrades or make modifications to the HP SmartFriend Services in its discretion including, without limitation, to maintain or enhance your experience, improve the cost efficiency or performance of the HP SmartFriend Services, or to comply with applicable laws, regulations, or orders. These changes may not be consistent across all HP SmartFriend Services and may include the addition or discontinuance of a feature or functionality. HP reserves the right to make changes by providing you a notice for any material changes in accordance with Section 4 ("**Modifications to This Agreement, Services and Services Fee**"). above. All such upgrades and modifications are provided to you pursuant to this Agreement.

HP reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice, including by revising your order accordingly if necessary (including charging the correct price) and/or cancelling your Services and refunding any amount charged.

HP continually upgrades and revises its services to provide you with new and improved services. HP may revise, discontinue, or modify Services at any time in accordance with Section 4 ("**Modifications to This Agreement, Services and Services Fee**") above. HP shall have no liability of any kind if a service that has been subscribed to is unavailable.



6. YOUR RESPONSIBILITIES.

- i. Representations, Warranties, and Covenants. By enrolling to the Services, you hereby represent that:
 - a. You are at least eighteen (18) years old, have the legal right, capacity and authority to enter into this Agreement with HP and to be legally bound by its terms;
 - b. You are not purchasing the Services in your capacity as a public sector employee or otherwise intend to use the Services for any government or public sector-related use;
 - c. Any and all Information provided by you to HP or HP authorized resellers, wholesalers, distributors, third parties in connection with the Services, including but not limited to personal data (for example: your name, address, credit/debit card number and expiration date, other information regarding your Payment Method (as defined herein), and email or account information, etc.), is true, accurate and complete, and you will notify HP or the HP authorized third parties, as applicable, of any change to such information;
 - d. You are purchasing the Services for your individual use, and not for resale, redistribution or to otherwise share with any other person or entity, and you will not offer the Services to any person or entity or collect any fees in connection with the Services;
 - e. You shall not abuse the Services or otherwise engage in illegal activities with respect to the Services (including without limitation by tampering with the Services or attempting to use any device, software, routine or data that interferes or attempts to interfere with the working or functionality of the Services);
 - f. You at all time during the term (as determined below) maintain valid licenses and License Key to use any Software, at no additional cost, required in respect of which HP SmartFriend Services is requested and comply with the terms of license of such Software.
 - g. You are responsible for the actions of others who use your Service Account, your Dashboard, or otherwise use your Services; and
 - h. You are responsible for all usage of your Service Account and will indemnify HP and hold HP harmless with respect to all claims, liabilities, losses and other costs arising from your breach of this Agreement or otherwise related to your use of the Services. HP reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in doing so will not excuse your indemnity obligations.
- ii. Responsibility for Users

You are responsible for the use of the Services and any activity under your Service Account by you and any user regardless of whether the actions were authorized or unauthorized and our knowledge of such actions.
- iii. Acceptable use of the Services

You must not misuse or abuse the Services and shall not engage in any of the following activities:

 - a. Compromising the integrity of the Services, including probing, scanning, or testing the vulnerability of the Services or network unless otherwise authorized by HP to perform such activities.
 - b. Using the Services for any different purpose than it was

intended for in its corresponding usage parameters or documentation.

- c. "Phishing", "spoofing", misrepresentation of yourself or
- d. falsely implying any association with HP.
- e. Using the Services to violate the privacy of others, including phishing, posting other people's confidential information without prior consent or collecting and gathering personally identifiable information about other customers using the Services.
- f. Using the Services to stalk, harass, or post direct content that is obscene, violent, libelous, or otherwise unlawful or tortious against others.
- g. Using the Services for any illegal purpose, or in violation of law (including without limitation, data, privacy, and export control laws).
- h. Accessing, copying content, or searching the Services by any means other than our publicly supported interfaces.
- i. Disparaging HP, its partners and its affiliates.
- j. Using the Services in a way that is inconsistent with your chosen Subscription Plan. Such use will result in the invalidation of the Services and could result in HP cancelling your Services as per Section 9 ("**Cancellation**") below.

If HP believes a violation of this Section 6 has occurred, HP may suspend or terminate your access to and use of the Services or terminate this Agreement, without advance notice to you, subject to forfeiture of any pre-paid Service Fee. HP reserves the right, but are not required to under this Agreement, to take any action against anyone who, in our sole discretion, violates, or is suspected of violating this Section 6 including, without limitation, reporting a violator to law enforcement authorities or cooperating with law enforcement who validly request information from us.

7. SERVICE FEE.

- i. The amount payable by you for the HP SmartFriend Services shall be as specified on the HP Subscription Portal at the time you place your order or enroll to subscribe for the Services. HP at its sole discretion may operate time-limited discounts or promotions on HP SmartFriend Portal or through other HP website or through an email to you (subject to your consent). If you purchase the Services by calling the HP customer support center or the designated HP SmartFriend Services call center, subject to your agreement over the phone, in addition to the Service Fee, a set-up fee of USD 35.00 (or such amount as may be applicable at that time) may apply to each such purchase by way of an assisted sales over the phone. For the purposes of clarification, any unassisted purchase of HP SmartFriend Services through HP Subscription Portal DO NOT incur any set up fee.
- ii. Customer will pay all applicable taxes. All such payments of HP SmartFriend Service charges and applicable taxes shall be in accordance with this Section 7.

iii. Subscription Plans

While ordering HP SmartFriend Subscription plans (each a "**Subscription Plan**") the Customer is required to provide a valid and accepted payment method such as a valid debit or credit card ("**Payment Method**"). The available Subscription Plans for the HP SmartFriend Services are:



Monthly Subscription Plan: This is a recurring 30-day advance billing cycle ("**Monthly Billing Cycle**") charged to the Customer's Payment Method on file. The Customer is entitled to receive HP SmartFriend Services from the Enrollment Start Date.

a. **Annual Subscription Plan:** This is a recurring 1- year (365 days) advance billing cycle ("**Annual Billing Cycle**") charged to the Customer's Payment Method on file. The Customer is entitled to receive HP SmartFriend Services from the Enrollment Start Date.

Unless you have canceled your Services in accordance with Section 9 ("**Cancellation**") below, from your Enrollment Start Date, your Payment Method will be charged, and the Services will automatically renew each month or year (subject to the Subscription Plan you have enrolled for).

Subject to the Subscription Plan selected by you, your Payment Method will be charged on a monthly or annually for (i) the fee for your Monthly or Annual Subscription Plan, (ii) any other applicable charges over and above your applicable Subscription Plan ("together referred to as "**Service Fee**"), and (iii) applicable taxes.

For example, if your Enrollment Start Date for a Monthly Subscription Plan is on January 1st your Payment Method will be charged with a Service Fee beginning 1st of every calendar month for the Services to be provided in that calendar month. Similarly, if your Enrollment Start Date for an Annual Subscription Plan is on January 1st, your Payment Method will be charged with an annual Service Fee on January 1st of each calendar year.

iv. HP's right Upon Payment Defaults

In the event that HP is unable to collect payment from Your Payment Method at the time payment becomes due, HP may temporarily cease your access to the Services until payment in full can be collected by HP. If HP is unable to collect payment from You, HP will cancel Your Service and terminate this Agreement pursuant to Section 9 ("**Cancellation**").

v. Price Increases

HP may increase or otherwise change the Service Fee or otherwise change or add Services/Subscription Plans at any time in HP's sole discretion with prior notice to You in accordance with Section 4 ("**Modifications to This Agreement, Services and Services Fee**"). Any such changes to Service Fee and Services will become effective no earlier than the beginning of your next Monthly Billing Cycle or Annual Billing Cycle, as applicable, commencing thirty (30) days from HP's announcement of those changes or additions in accordance with Section 4 ("**Modifications to This Agreement, Services and Services Fee**").

vi. Payment Processor

HP uses a third-party payment processor to invoice and process payment for the Services. The processing of payments is subject to any additional terms, conditions, and policies of the payment processor. HP reserves the right to change or add third-party payment processors at its discretion.

vii. Additional Payment Terms

a. **Service Fee and Adjustments.** Your Fee may be adjusted

during your Subscription Term if you make changes to your Subscription Plan, subscribing to Add-Ons, or becoming subject to any credit or additional charges. Such applicable Service Fee adjustments may be made by issuing and applying the credits or charges to your Service Account, as applicable.

b. **Disputed Fees.** If you have any dispute regarding any Fees charged to you by us for the Services, you may contact us by calling HP customer support at 1-866-211-5207 within thirty (30) days of the date of the invoice in dispute.

c. **Taxes.** All Fees stated in your invoice are exclusive of taxes, levies, duties, tariffs or similar governmental assessments, including, sales, value-added, goods and services tax, use or withholding taxes, assessable by any jurisdiction, (collectively, "Taxes"). You agree to pay all Taxes, and any related penalties and interest, associated with the use of the Services, except for those taxes based on HP's net income. If applicable law requires us to charge, collect and remit any Taxes on your behalf, such Taxes will be added to your billing statement for payment by you. In such case, you represent that you are registered for tax purposes with the appropriate taxing authority, and at HP's request, you will provide us with your tax registration number and any other necessary information requested. Posted prices do not include sales tax, which will be charged to you where applicable.

d. **Errors or Mistakes in Service Fee.** HP reserves the right to correct any errors or mistakes in HP pricing that it makes, even if it has already requested payment. HP disclaims any liability for damages or losses relating to any loss of profits or loss of commission as a result of business transactions not concluded due to Service Fee adjustments.

8. SUBSCRIPTION TERM.

The Service will begin on the Enrollment Start Date to the HP SmartFriend Services and unless terminated in accordance with Section 9 ("**Cancellation**") below, the Services will continue either monthly or annually as per the Subscription Plan selected by you.

9. CANCELLATION.

i. For Subscription purchases made on <https://www.hp.com/us/en/shop>:

You may terminate this Agreement at any time, i.e., cancel the HP SmartFriend Services, within your online Service Account by logging into '[My Account](#)' and then clicking on "Cancel". You may also cancel by calling HP at (866) 211-5207. To avoid being charged for the following month, cancellations must be submitted at least two (2) business days prior to the start of your next billing cycle of Monthly Subscription Plan or the Annual Subscription Plan, as applicable.

ii. Purchases made on <https://www.hp.com/us-en/services/consumer/smartfriend-overview.html>:

You may terminate this Agreement at any time, i.e., cancel the HP SmartFriend Services, within your online Service account by logging into '[Manage my services](#)' and then clicking on "Cancel". You may also cancel by calling HP at (866)-211-5207. To avoid being charged for the following month, cancellations must be submitted at least two (2) business days prior to the start of your next billing cycle of Monthly Subscription Plan or the Annual Subscription Plan, as applicable.

HP may terminate your Services and this Agreement at any



time during the Subscription Term if Customer fails to perform or observe any condition of this Agreement with HP. Notice of such cancellation by HP will be communicated to you through email or your Service Account by giving at least thirty (30) days prior to cancellation to you. Notwithstanding the foregoing, HP may terminate this Agreement immediately if (i) Customer breaches the terms of this Agreement, including but not limited to failing to pay the Service Fee when due; (ii) HP reasonably believes that Customer abuses the HP SmartFriend Service. In the event of such cancellation by HP, you will not receive any pro-rata refund and your Services will cease from the effective date of termination of your Services.

iii. Consequences of Cancellation

You agree that HP will not be liable to you for any cancellation of your Service or refusal of access to the Services. Upon cancellation of your Services for any reason mentioned in this Agreement, any rights granted to you under this Agreement will terminate and you must immediately cease all use of the Service. Furthermore, any promotion incentives or offers that you earned pursuant such promotion or offer will immediately expire upon termination of your Services.

iv. No Ownership

For avoidance of doubt, you DO NOT own the Services or Software or Third Party Services provided by HP or any Third Party under this Agreement, even if you pay a Service Fee. All Services or Software or Third Party Services provided to you as part of the Services remains HP or respective Third Party owned equipment, and HP or respective Third Party retains title in it.

10. PROTECTION OF PERSONAL DATA.

Any personal data of Customer disclosed to HP in connection with this Agreement or accessed by HP in the provision of the HP SmartFriend Services will be processed by HP to deliver the HP SmartFriend Services or in accordance with your consent. HP will only collect and use your personal data in compliance with applicable data protection laws and in accordance with the HP Privacy Statement (available at: <https://www.hp.com/us-en/privacy/privacy-central.html>).

11. HP SMARTFRIEND SERVICE REQUIREMENTS.

HP SmartFriend Services are provided based on the assumption that Customer meets certain requirements (such as PC hardware and software requirements) as further described in the applicable SmartFriend Services [Data Sheet](#) ("Service Requirements"). Without limiting the SmartFriend Services Requirements set forth in the applicable [Data Sheet](#), to the extent any Software is utilized in connection with the Services, Customer must ensure that such Software is utilized in connection with the Services, Customer must ensure that such Software is rightfully obtained via appropriate license(s) and are the current version of such Software and properly installed. With respect to HP SmartFriend Services that can only be delivered remotely, Customer's PC must be able to "boot to desktop" and it is Customer's responsibility to have adequate Internet connection as required for HP to provide the Services.

If diagnostic software is used as part of the HP SmartFriend Services, the products to which the Services is provided will be configured in accordance with HP's instructions. During the term of this Agreement, Customer must maintain a valid email account to receive notices and other information regarding the Services.

Even if all the Service Requirements are met, the HP SmartFriend Services purchased by Customer may not be available at all times. HP reserves the right to refuse to provide the HP SmartFriend Service if HP reasonably believes that doing so would subject HP or any of its Third-Party Service providers to material business or legal risks.

12. THIRD PARTY SOFTWARE.

In connection with the HP SmartFriend Services, Customer may be required to install or use certain third-party Software (the "Third Party Software"). Customer agrees and acknowledges that the Third-Party Software is licensed to Customer by the respective owners or licensees of such Third-Party Software, not by HP. Customer may have to accept and agree the terms and conditions provided by the respective owners or licensees prior to installing or using such Third-Party Software. In such cases Customer authorizes HP and its authorized service providers to download, install and use the Third-Party Software and accept the terms and conditions of any such Third-Party Software licenses on Customer's behalf that are required for the performance of the HP SmartFriend Services. Alternatively, HP may instruct Customer to review and accept such terms if they are agreeable to Customer. Customer acknowledges and agrees that certain Third-Party Software may include trial versions that will expire and cease to function after a certain period (usually 30 days) unless Customer purchases a separate license to continue using such Third-Party Software.

Customer agrees that HP may, but is not obligated to, remove any HP Tools downloaded to your personal computer or device during the HP SmartFriend Services after HP has completed or terminated the support incident.

13. WARRANTY.

EXCEPT TO THE EXTENT PROHIBITED BY LAW: CUSTOMER AGREES AND ACKNOWLEDGES THAT THE HP SMARTFRIEND SERVICES ARE PROVIDED BY OR ON BEHALF OF HP ON AN "AS IS," "AS AVAILABLE" BASIS WITH ALL FAULTS. HP, ITS THIRD-PARTY LICENSORS, ITS SUPPLIERS (INCLUDING, WITHOUT LIMITATION, GLOBAL SERVICE PROVIDERS), ITS AFFILIATES, ITS CONTRACTORS AND SUBCONTRACTORS, ITS PARTNERS AND ITS THIRD-PARTY SERVICE PROVIDERS OR ANY DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF ANY OF THE FOREGOING (EACH OF THE FOREGOING ARE AN "HP PARTY" AND COLLECTIVELY THE "HP PARTIES") DOES NOT PROVIDE ANY WARRANTY WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE HP PARTIES SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NONE OF THE HP PARTIES PROVIDES ANY WARRANTY WHATSOEVER FOR ANY THIRD-PARTY SOFTWARE OR ANY THIRD-PARTY SERVICE. USE OF THE HP SMARTFRIEND SERVICES AND ANY SOFTWARE IS AT CUSTOMERS' OWN RISK AND IS NOT WARRANTED. NO HP PARTY WARRANTS THAT THE HP SMARTFRIEND SERVICES AND SOFTWARE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR THE LIKE. NO HP PARTY SHALL BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR PERSONAL COMPUTER OR DEVICE, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. NO HP PARTY MAKES ANY WARRANTY REGARDING ANY TRANSACTIONS EXECUTED USING THE HP SMARTFRIEND SERVICES OR THE INTERNET. NO HP PARTY MAKES ANY WARRANTY REGARDING THE CONTENT AND INFORMATION ACCESSED BY



USING THE HP SMARTFRIEND SERVICES OR ANY LINKS DISPLAYED. CUSTOMER EXPRESSLY ASSUMES ALL RISK AND RESPONSIBILITY FOR USE OF THE HP SMARTFRIEND SERVICES, THE SOFTWARE AND THE INTERNET GENERALLY. DO NOT USE THE HP SMARTFRIEND SERVICES OR THE SOFTWARE IN ANY HIGH-RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY, ENVIRONMENT, OR BUSINESS MAY RESULT IF AN ERROR OCCURS.

14. ELIGIBILITY.

If your HP SmartFriend Services was purchased in the U.S., you must call the U.S. phone number for the HP SmartFriend Services as listed in this Agreement or on the HP Subscription Portal even if you are travelling outside of the U.S. Additional telecom charges may apply per your phone plan in such event.

15. INTELLECTUAL PROPERTY RIGHTS.

Customer will not gain by virtue of this Agreement or using the HP SmartFriend Service any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP or any HP affiliate. As applicable HP or the third party will retain exclusive ownership in all Services provided hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques to Services under this Agreement. HP grants Customer the right to use the HP SmartFriend Services solely for Customer's personal use.

16. LIMITATIONS OF LIABILITY AND REMEDIES.

IF YOU ARE IN ANY WAY DISSATISFIED WITH THE HP SMARTFRIEND SERVICE OR ANY PART THEREOF INCLUDING, BUT NOT LIMITED TO A SERVICE PLAN, TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE HP SMARTFRIEND SERVICE AND/OR THE APPLICABLE HP SERVICE PLAN AND PAY ANY APPLICABLE CANCELLATION CANCELLATION FEES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL HP, ITS SUCCESSORS, OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO DOWNTIME COSTS, LOST PROFIT, LOST REVENUE OR LOST DATA OR OTHER CONTENT) OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICE, WHETHER BASED IN CONTRACT, TORT, STATUTE OR ANY OTHER LEGAL THEORY, EVEN IF HP, ITS SUCCESSORS, OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, TO THE EXTENT HP, ITS SUCCESSORS, OR AFFILIATES ARE HELD LEGALLY LIABLE TO YOU, HP'S, ITS SUCCESSORS', AND AFFILIATES' AGGREGATE MAXIMUM LIABILITY TO YOU IS LIMITED TO THE AMOUNT OF THE FEE PAID BY YOU TO HP FOR THE HP SMARTFRIEND SERVICE AND/OR A SERVICE PLAN FOR THE ONE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH YOUR CLAIM AROSE OR SUCH AMOUNT AS IS THE MINIMUM AMOUNT ALLOWABLE AS SUCH A LIMIT ON LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE REMEDIES PROVIDED IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES.

Some jurisdictions do not allow the exclusion or limitation of particular types of damages, so the above limitation or exclusions may not apply to You in their entirety but will apply to the maximum extent permitted by applicable law.

17. LIMITATIONS OF SERVICE:

- HP does not provide support in relation to hardware or software products not designated as part of the Services.

- Repair or service of hardware or software or parts exchange is not included in the Services.
- Unless specifically stated in the Services [Data Sheet](#) otherwise, platforms running operating systems such as Linux are not covered by the HP SmartFriend Services.
- Unless specifically stated in the Service [Data Sheet](#) otherwise, HP does not provide physical media, documentation or other physical deliverables to Customer with respect to the HP SmartFriend Services.
- HP does not support or provide service to any non-supported software or older version of Software more than 180 days past release of its current version, unless otherwise agreed by HP.
- HP is not liable for the performance or non-performance of third-party vendors, their products, or their support services. HP's decision on how long to offer "how to" assistance on selected non-HP products is final.
- Unless specifically stated in the Service Data Sheet otherwise, HP does not support or provide service to any network or internet connectivity matters of Customer.
- HP is not responsible to provide HP SmartFriend Services that, in the reasonable opinion of HP, are required due to Customer's inappropriate use of the PC or the software applications.
- HP is not responsible to provide HP SmartFriend Services that, in the reasonable opinion of HP, are required due to Customer's unauthorized modifications made to supported hardware or software.
- HP does not provide service or assistance with respect to topics relating to web development applications.
- HP is not responsible to resolve 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.

18. ADDITIONAL CUSTOMER RESPONSIBILITIES.

- The HP SmartFriend Service covered by this Agreement, relevant instructions on how to access the applicable services are communicated to Customer upon purchase. It is recommended that you visit the HP Subscription Portal to access other information such as changes to the HP SmartFriend Services, modifications to this Agreement and other updates.
- Use all reasonable efforts to support and cooperate with HP in connection with the HP SmartFriend Services, including without limitation, to provide all information necessary for HP to deliver the HP SmartFriend Services timely and to enable HP to determine the level of support eligibility. Customer acknowledges that HP's ability to deliver this service 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.
- Ensure that the HP SmartFriend Service is used only by the Customer or the number of users otherwise authorized. HP reserves the right to terminate any HP SmartFriend Service if such service is found to have been used by multiple users not authorized to use the Services.
- Be responsible for the management and protection of the unique access number(s) to the subscribe or use the HP SmartFriend Service to prevent any fraudulent use by other users.



- Be responsible for the security of its proprietary and confidential information and for maintaining a procedure external to the hardware products to which the HP SmartFriend Services is provided for reconstruction of lost or altered files, data, or software programs.
- Acknowledges that Customer has no ownership interest in HP Tools or diagnostic software provided by HP, if any, and will cooperate with HP to remove these programs upon completion of the applicable HP SmartFriend Service.

19. TRANSFER OF HP SMARTFRIEND SERVICE.

- This Agreement may only be assigned with HP's prior written consent.

20. GOVERNING LAWS.

- Any disputes arising out of or otherwise relating to this Agreement, whether based on contract, tort, fraud, or any other legal theory, shall be governed by the law of the State of California without regard to its conflict-of-law principles.

- YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE
- LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION
- ARISING OUT OF OR CONNECTION WITH THE SERVICES AND
- THESE TERMS WILL BE RESOLVED INDIVIDUALLY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING IN THE FORUM DESIGNATED ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

21. ENTIRE AGREEMENT.

The terms and conditions of this Agreement, together with the Supporting Materials constitute the entire understanding between the parties relating to the provision of HP SmartFriend Services described herein and will supersede any previous communication, representation, or agreement whether oral or written. Customer's additional or different terms and conditions will not apply. Customer's acceptance of this Agreement is deemed to occur upon Customer's enrollment to HP SmartFriend Service.

For more information, contact our technical support center at 1-866-211-5207.

Sign up for updates: <https://hp.com/go/getupdated>

