

HP SmartFriend Service Plans Terms & Conditions

Consumer Protection Laws

The benefits provided under the HP SmartFriend Service Plans apply in addition to all rights consumers may have under the HP Limited Warranty provided with HP Products (or other manufacturer commercial guarantee for non-HP products, if available) and / or under applicable consumer protection laws.

In particular, according to the Consumer Rights Act 2015 (UK) / Sale of Goods and Associated Guarantees Directive 1999/44/EC. S.I. No. 11/2003 (Ireland) sellers are obliged to guarantee to consumers that products are in conformity with the relevant contract of sale at the time of delivery. These rights expire six years from delivery of the goods for products purchased in England, Ireland or Wales and five years from delivery of the goods for products purchased in Scotland.

Your statutory consumer rights are not limited or affected in any manner by this Agreement. For further information about such rights please consult the following link: [Consumer Legal Guarantee](#) (UK) or visit your local consumer authority or local consumer advice website: www.adviceguide.org.uk / <https://www.citizensinformation.ie>.

Parties

These HP SmartFriend Service Plans Terms & Conditions (this “Agreement”) are between you and the following HP entity or its successors (“HP”):

HP entity details	For Customers located / services provided in the United Kingdom:	For Customers located / services provided in the Republic of Ireland:
Name	HP Inc UK Limited	HP Technology Ireland Limited
Address	Earley West, 300 Thames Valley Park Drive, Reading, RG6 1PT, United Kingdom	Liffey Valley Office Campus, 1st Floor, Block B, Quarryvale, Co. Dublin D22 X0Y3, Ireland
Registered Number	09408979 England	34508
VAT ID:	GB 206 9537 96	IE 9Y632150
HP Customer Support Telephone	+44-207-660-8828	+35-315-33-9912

By placing an order with HP via the HP SmartFriend Portal for a HP SmartFriend Service Plan, you are agreeing to be bound by this Agreement. Therefore, before placing an order, you should carefully read this Agreement. If you do not accept this Agreement, then please do not order any HP SmartFriend Services from the HP SmartFriend Portal.

Your use of the HP SmartFriend Portal is governed by the separately posted [HP Terms of Use](#).

Definitions

The following definitions shall apply in this Agreement:

“Customer”, “you”, “your”

As used herein “Customer”. “you”, “your” refers to the end-user HP customer who purchases the HP SmartFriend Services described in this Agreement directly from HP.

“HP SmartFriend Portal”

Means the web portal available on-line to customers from which HP SmartFriend Services can either be purchased, activated or renewed and from which contract details or services details can be accessed.

“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”

Means the individual service or set of services (such as service suites) to be provided by or on behalf of HP to Customer, including support, protection, collaboration and other PC management services described in this Agreement, the applicable datasheet and the HP SmartFriend FAQs (“Supporting Material”), which set out HP’s offering and eligibility requirements, service limitations and customer responsibilities.

“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 and those installed by the Customer after purchase of such Software.

HP SmartFriend Services

Pursuant to the terms of this Agreement, HP will provide the HP SmartFriend Services. 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. HP may also engage third parties to provide part of the HP SmartFriend Services.

Changes to this Agreement and/or the HP SmartFriend Services

HP may at any time modify this Agreement or any part, version or feature of the HP SmartFriend Services 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.

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

Any modifications due to the above stated reasons shall apply automatically from the date of such a change. For all other changes, the Customer will be notified thirty (30) days in advance by way of posting a notice of the modification on the website or sending a notification to the last available email address.

A continued use of the HP SmartFriend Services after any modification become effective, indicates acceptance of the modified Agreement by the Customer. If you do not accept the modifications, do not use the HP SmartFriend Services beyond the effective date of the modification and contact the

Customer support to cancel the HP SmartFriend Services. A refund will be made of any fees pre-paid for the remainder of the term you purchased.

In the event of any conflict between this Agreement, any datasheet and HP SmartFriend Services FAQs, this Agreement shall control.

Charges

Prices shall be as specified on the HP SmartFriend Portal at the time you place your order. HP may operate time-limited discounts.

You will also be charged any applicable value added taxes ("VAT"); no value added taxes refund system for overseas residents is currently available from HP.

HP reserves the right to change information, services and / or prices published on the HP SmartFriend Portal at any time, but such changes will not affect any purchase in respect of which we have already sent you an order confirmation.

HP may also increase or otherwise change the plan fee, and add additional fees, for any HP SmartFriend Service Plan, or otherwise change or add HP SmartFriend Service Plans at any time in HP's sole discretion with prior notice to Customer in accordance with the "Changes to this Agreement and / or the HP SmartFriend Services" section above. For the Subscription Plans, any such changes to the plan fees and the addition of other fees will become effective no earlier than the beginning of the monthly billing cycle after thirty (30) days from HP's announcement of the changes or additions. For pre-paid plans such change will be applicable on renewal of the Service Plan.

Payment for the HP SmartFriend Services

While ordering HP SmartFriend Pre-paid or Subscription plans (each a "Service Plan") the Customer is required to provide a valid and accepted payment method such as a valid debit or credit card ("Payment Method").

Pre-paid Plans: Customer will prepay for a pre-determined period using their Payment Method for the applicable HP SmartFriend Services at the time such service is purchased from HP. The Customer is entitled to receive the HP SmartFriend Services from the date of payment.

Subscription Plans: The monthly subscription plan(s) has a recurring 30-day advance billing cycle ("Billing Cycle") when Customer's Payment Method will be charged. The Customer is entitled to receive the HP SmartFriend Services from the date of first payment. In the event that HP is unable to charge the Payment Method when the subscription fee falls due, HP may temporarily cease your access to the HP SmartFriend Services until payment is collected. If HP is unable to collect payment, HP may cancel the HP SmartFriend Services and terminate this Agreement pursuant to the "Termination" section below.

Customer Representations

By purchasing the HP SmartFriend Services, Customer hereby represents that: (i) it is at least 18 years of age, resides within the United Kingdom or Ireland and has the legal right, capacity and authority to enter into this Agreement with HP and be legal bound by the terms and conditions herein; (ii) any and all information provided by Customer to HP or HP's authorized resellers, wholesalers, distributors and third party service providers in connection with the HP SmartFriend Services, including personal information (such as name, address, credit card number, expiration date, email account, etc.), is true, accurate and complete, and any change to such information will be promptly informed to HP; (iii) the HP SmartFriend Services are purchased for Customer's individual use, not for resale, redistribution or otherwise share with other parties or entities; (iv) it shall not engage in abusive or inappropriate activities with respect to the purchased HP SmartFriend Services; and (v) at all times during the term (as determined below) maintain valid licenses to use any Software for which the HP SmartFriend

Services are requested and comply with the terms of license of such Software.

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 law and in accordance with the HP Privacy Statement (available at: www.hp.com/go/privacy). To exercise your rights of access, rectification, opposition or deletion, please use the 'Contact HP Privacy Office' form available from HP's Personal Data Rights Notice http://www8.hp.com/uk/en/privacy/privacy_notice.html.

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 Supporting Material (the "Service Requirements"). Without limiting the Service Requirements set forth in the applicable Supporting Material, to the extent any Software is being supported with the HP SmartFriend Services, Customer must ensure that such Software is rightfully obtained via appropriate license(s) and the current version of such Software is properly installed. For delivery of the HP SmartFriend Services, Customer's PC must "boot to desktop" and it is Customer's responsibility to maintain internet connection adequate for HP to provide the HP SmartFriend Services. If diagnostic software is required to be used in the delivery of the HP SmartFriend Services, the hardware covered by the service must be configured in accordance with HP's reasonable instructions in order to receive the service. During the term of this Agreement, Customer must maintain a valid email account to receive notices and other information regarding the HP SmartFriend Services. Even if all the Service Requirements are met, the HP SmartFriend Services purchased by Customer may not be available at all times due to circumstances outside of HP's reasonable control.

Third Party Software

In order to receive the benefit of 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 the terms and conditions provided by the respective owners or licensees prior to the installation or use of such Third Party Software. In such cases Customer hereby authorizes HP and its authorised 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 of time (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.

Warranty

HP will perform the HP SmartFriend Services using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any service concerns and HP will re-perform any HP SmartFriend Services that fails to meet this standard. HP is not liable for the performance or non-performance of third-party vendors, their hardware or software products, or their support services. HP will honour all statutory warranties required by applicable law.

Location

Unless otherwise specified in the applicable Supporting Material, the HP SmartFriend Services will only be provided in the United Kingdom or Ireland.

Intellectual Property Rights

Customer will not gain by virtue of this Agreement or using the HP SmartFriend Services any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by HP or any HP affiliate. HP grants Customer the right to use the HP SmartFriend Services solely for Customer's personal use. Customer grants HP a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for HP and its designees to perform the HP SmartFriend Services.

Limitations of Liability and Remedies

HP is responsible to Customer for foreseeable loss and damage caused by HP. If HP fails to comply with this Agreement, HP is responsible for loss or damage you suffer that is a foreseeable result of HP breaking this Agreement or HP failing to use reasonable care and skill, but HP is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both HP and Customer knew it might happen, for example, if Customer discussed it with HP during the sales process.

HP will not be liable for loss of data as it expects Customers to make appropriate arrangements to back up their data.

The HP SmartFriend Services under this Agreement are intended for Customer's use as a consumer only. If Customer uses the HP SmartFriend Services for any commercial, business or re-sale purpose HP will have no liability to Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

In addition, for business customers (i.e. individuals or companies purchasing HP SmartFriend Services for professional use), HP's liability under this Agreement is limited to the amount paid or payable by Customer for the relevant order for the twelve (12) months preceding the breach.

In all cases, HP does not exclude or limit in any way our liability to Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Customer's legal rights in relation to the HP SmartFriend Services.

Limitations of Service:

- HP does not provide support in relation to hardware or software products not designated in the Supporting Material or software that is not under a valid license.
- Repair or maintenance of hardware or software or parts exchange is not included in this service unless clearly stated otherwise in the Supporting Material.
- Unless specifically stated in the Supporting Material, platforms running operating systems such as Linux are not covered by the HP SmartFriend Services.
- Unless specifically stated in the Supporting Material, 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 a previous version of Software 180 days after release of the latest 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. Third party services may be subject to additional terms and conditions with

the third party vendor. HP's decision on how long to offer "how to" assistance on selected non-HP products is final.

- Unless specifically stated in the Supporting Material, HP does not support or provide services in relation to any network or Internet connectivity matters of Customer.
- HP is not responsible to provide services that, in the reasonable opinion of HP, are required due to Customer's inappropriate use of the PC or the software applications.
- 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.
- The HP SmartFriend Services only offer remote assistance services and do not involve onsite visits by HP technicians. HP shall make reasonable efforts to resolve a support incident remotely through mechanisms set out in this Agreement and the Supporting Material. In cases where an incident requires onsite visit or physical inspection of the product, the Customer may have to make alternate arrangements and that is not covered under this HP SmartFriend Services.

Customer Responsibilities

The HP SmartFriend Services covered by this Agreement and relevant instructions on how to access the applicable services are communicated to Customer upon completion of purchase. HP also recommends that the Customers visit the HP Subscription Portal to access other information such as changes to the HP SmartFriend Services, modifications to this Agreement and applicable updates.

In addition, Customer must:

- 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 services timely and to enable HP to determine the level of support eligibility. Customer acknowledges that HP's ability to deliver HP SmartFriend Services is dependent upon the Customer's full and timely cooperation with HP, as well as the accuracy and completeness of any information and data provided to HP by Customer.
- Ensure that the purchased HP SmartFriend Service is used by a single user or the number of users otherwise authorized. HP reserves the right to terminate any HP SmartFriend Services if such services are found to have been used by unauthorized users.
- Be responsible for the management and protection of the unique access number(s) to the purchased HP SmartFriend Services to prevent any fraudulent or unauthorised 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 for which the HP SmartFriend Services are provided for reconstruction of lost or altered files, data, or software programs.
- Acknowledges that Customer has no ownership interest in the HP tools or diagnostic software provided by HP, if any, and will cooperate with HP to remove these programs upon completion of the applicable service if requested by HP.

Transfer of Service

This Agreement may only be assigned by Customer upon written notice to HP and consistent with the terms of this Agreement and the applicable Supporting Material. The assignment must be in writing, signed by the assignor and available for inspection by HP. Customer will not be permitted to continue using the HP SmartFriend Services following an assignment. Assignment will not be valid if in breach of local laws, this Agreement or U.S. export regulations.

Term

This Agreement will begin on the date of initial purchase of the HP SmartFriend Services and will terminate either at the end of the specified number of months of service purchased or, in the case of monthly Subscription Plans, when the Customer cancels the subscription in accordance with the provisions of the "Termination" section below or defaults on the monthly payment.

Termination

- **Complimentary cancellation by Customer.** Full refunds for HP SmartFriend Services are available from HP only if Customer cancels within thirty (30) days of the start date of the Agreement.
- **Pre-paid plans.** No cancellation for convenience permitted after the initial 30-day period.
- **Subscription Plans.** After the initial 30-day period, Customer may cancel a renewal (i.e. cancel the HP SmartFriend Services effective as of the last day of Customer's current billing period). Customer's Payment Method will be charged in full for Customer's last monthly billing period, and no refunds will be provided for HP SmartFriend Services that Customer did not use during that last monthly billing period or otherwise.

To cancel under this section, Customer may contact the SmartFriend customer support provided above..

- **Withdraw Right for distant and off-premises contract.** The above cancellation rights do not limit Customer's statutory rights to withdraw from distant and off-premises contracts. Customer also has the right to change its mind and withdraw from this Agreement, without giving any reason, within 14 days from the day of conclusion of this Agreement. Customer can exercise the above withdrawal right and receive the corresponding refund. Customer may inform HP by contacting the SmartFriend customer support or using the applicable model cancellation form below. If Customer expressly requested in writing to begin the performance of the HP SmartFriend Services before expiration of the withdrawal period, HP has the right to require the Customer to pay an amount which is in proportion to what has been provided until Customer has communicated his/her withdrawal, in comparison with the HP SmartFriend Services that still remains to be completed at the date of withdrawal.

Model cancellation Form (UK)

(Complete and return this form only if you wish to withdraw from the contract)

To HP Inc UK Limited, Earley West, - 300 Thames Valley Park Drive -, Reading, RG6 1PT, United Kingdom:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following provision of the following service,

Ordered on (*)/received on (*)

Name of consumer(s),

Address of consumer(s),

Account number / subscription ID,

[*] Delete as appropriate

Model cancellation Form (Ireland)

(Complete and return this form only if you wish to withdraw from the contract)

To HP Technology Ireland Limited Liffey Valley Office Campus, 1st Floor, Block B, Quarryvale, Co. Dublin D22 X0Y3, Ireland:

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following provision of the following service,

Ordered on (*)/received on (*)

Name of consumer(s),

Address of consumer(s),

Account number / subscription ID,

[*] Delete as appropriate

• **Cancellation by HP.**

(i) **Cancellation upon reasonable notice.** HP may cancel the HP SmartFriend Services at any time upon at least thirty (30) days' prior written notice due to:

(a) changes in technology / other systems;

(b) changes in regulatory requirements, legislative changes or ombudsman decisions,

(c) changes in HP's costs;

(d) Customer's HP SmartFriend Services account being inactive for more than 12 consecutive months;

(e) HP ceasing to provide the HP SmartFriend Services or a particular version, part or feature of the HP SmartFriend Services; or

(f) any other reason,

in which case HP will make a pro rata refund of prepaid HP SmartFriend Services.

(ii) **Cancellation for cause.** Notwithstanding the foregoing, HP may terminate this Agreement immediately upon notice to Customer if: (i) Customer breaches the terms of this Agreement (including but not limited to failing to pay), or (iii) HP reasonably believes that Customer is abusing the HP SmartFriend Services, and Customer fails to remedy the breach/abuse within seven (7) days after being notified in writing of the details.

Governing Laws

Any disputes arising in connection with this Agreement will be governed by the laws of the country and locality of delivery and the courts of that locale will have jurisdiction.

Entire Agreement

The terms and conditions of this Agreement, together with the applicable Supporting Material, constitute the entire understanding between the parties relating to the provision of services described herein and will supersede any previous communication, representation or agreement whether oral or written. Customer's additional or different terms and conditions will not apply.

For more information, contact our technical support center at

UK: +442076600596 (*Press 3 for PCs >>Press 3 for SmartFriend Support*)

Ireland: +35315339808 (*Press 3 for PCs >>Press 3 for SmartFriend Support*).

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