

## **Harvey Norman Techcrew General Terms and Conditions**

The following terms and conditions for Harvey Norman Techcrew's Service on Demand and Maintain IT! plans shall together solely govern all services and maintenance plans to be performed by Harvey Norman Techcrew for all customers. All other oral or written representations are invalid whatsoever.

Terms and conditions for both Service on Demand and Maintain IT! plans will apply as necessary for the different services and plans rendered as they may be appropriate or relevant to the particular service or plan concerned. An invalid term or condition does not prevent the application of other terms and conditions.

By going ahead with the service or plan, customers are assumed to have read and understood the terms and conditions and agree to abide by the terms and conditions shown here without any reservations on their part whatsoever.

Telephone support is limited to a maximum of 20mins per call and the customer shall be directed to carry-in the unit to the relevant location for support if the issue is not resolvable by telephone support. Telephone support is only available during Harvey Norman Millenia Walk opening hours. Harvey Norman reserves the right to terminate telephone support at any time due to misuse, verbal abuse, or other factors beyond it's direct control.

## **Harvey Norman TechCrew Service On Demand Terms and Conditions**

TechCrew provides ad-hoc carry-in diagnostics, maintenance and data recovery services hereby known as the services. The services are provided to the Customer subject to the following Terms and Conditions of Service. The Customer acknowledges and agrees that by signing this form the Customer has agreed to and accepted the Terms and Conditions set out herein.

1. The Customer will pay for the services rendered, at the rates agreed upon and shown on this form, promptly and without delay upon the services being rendered.
2. The Customer agrees that TechCrew shall have **unlimited access** to the Customer's hardware and software including but not limited to data, files and passwords, for the duration of the services provided by TechCrew to facilitate the provision of the services.
3. The Customer undertakes that the hardware and software provided by the Customer belongs to the Customer without any restrictions, legal or otherwise on it's usage by the Customer, and **indemnify TechCrew and Harvey Norman** against any such claims made against TechCrew or Harvey Norman for claims therein.
4. **Cancellation of the services rendered** after the services has begun, in the process of being completed, or completed is not a valid reason to withhold prompt and full payment for the services rendered. TechCrew reserves the right to bill the

Customer in full for services rendered that were requested by the Customer even upon the Customer's or TechCrew's cancellation later in time.

5. The Customer may terminate the services at any given time, but **no refund** shall be given for any payments already received for services rendered.
6. TechCrew accepts **no liabilities in respect of any problem(s) it may not be able to remedy due to any matter beyond it's direct control** including but not limited in any way to the age, specification or condition of the Customer's hardware or software, Customer's failure to provide appropriate software media, drivers, product support media, product documentation and authentication, or any fault with the Customer's third party providers for services such as Internet, mobile, broadband or TV.
7. The **Customer hereby confirms that a full backup of the Customer's data has been performed** by the Customer as far as possible before the commencement of the services and there are no legal restrictions or impediment to TechCrew providing the services to the Customer. Techcrew accepts no liability whatsoever for any lost data due to the Services performed on the Customer's computer.
8. Any condition or warranty which may be implied or incorporated within this Agreement by reason of statute or common law or otherwise (including warranties as to satisfactory quality and fitness for purpose) is HEREBY EXPRESSLY EXCLUDED.
9. Under no circumstances shall TechCrew be liable either in contract, tort, or otherwise, to the Customer, its employees, agents, or any third party, for any injury or damages, including without limitation, any direct, indirect, special or consequential damages, expenses, costs, profits, lost savings or earnings, interruption to business activity, lost or corrupted data, transport charges, or any other liability arising out of, or related to the services provided by TechCrew or out of the installation, uninstallation, use of, or inability to use the Customer's hardware or software. The Customer will indemnify TechCrew in respect of any loss, damage or injury arising from the rendering of the services. For the avoidance of doubt TechCrew has and assumes **no liability or responsibility for the Customer's data loss, damage or injury** incurred in any circumstances whatsoever.
10. TechCrew will maintain the confidentiality of the Customer's files and/or data and undertakes not to provide or reveal any Customer information to any third party unless in the event it is legally required to do so.
11. For the purposes of data migration and/or backup, the computer system provided to migrate or backup the data from must be **in good working order** for Harvey Norman to perform the data migration or backup. Harvey Norman reserves the right to refuse to perform the service due to non-functional, damaged or obsolete hardware or software, or to impose additional charges for extra Services done on the computer system containing the data to facilitate the service of data migration or backup to the Computer
12. TechCrew reserves the **right to refuse the provision of the services** for any reason including but not limited to circumstances such as the presence of unlicensed or illegal software or material, or material of a seditious, obscene or pornographic nature on the Customer's hardware or software. If for any such reasons not

- limited to the above TechCrew terminates the services the Customer shall still be liable for and pay promptly and fully to TechCrew, at that time, the charges incurred in respect of time spent, in accordance with clause 4 above.
13. TechCrew may make recommendations to the Customer or the Customer may request that a product be provided by TechCrew in order that TechCrew can perform the services. All expressed or implied warranties, descriptions, representations and conditions as to fitness or suitability for any purpose in respect of the services, including in respect of any product, including but not limited to any item of software or hardware provided by TechCrew are expressly excluded.
  14. TechCrew has no liability as to the suitability for the performance of the services, of any product manufactured, sold, or supplied by any third party, whether or not that product has been recommended to the Customer by TechCrew.
  15. Any hardware, software or equipment provided to the Customer shall remain the property of TechCrew unless and when the full payment has been received for goods and services rendered.
  16. In the event of any dissatisfaction with the services provided by TechCrew, the Customer should immediately contact TechCrew to arrange for a return visit. TechCrew warrants the services TechCrew provide for **5 consecutive calendar days**. TechCrew will endeavor to rectify the dissatisfaction in so far as the services rendered caused the dissatisfaction. If the cause of the dissatisfaction is due to a matter beyond the control of TechCrew, the Customer shall pay for the additional time incurred at TechCrew's normal rates. If the problem arose directly as a result of TechCrew's previous service TechCrew will at its discretion waive further charges pertaining to the same one dissatisfaction only, with additional services chargeable at TechCrew's normal rates.

### **Harvey Norman Maintain IT! Plan Terms and Conditions**

Harvey Norman Maintain IT! Plan, (hereby known as the "Plan"), provides carry-in diagnostics, preventive maintenance and software recovery services, (hereby known as the "Services"), for the general maintenance and upkeep of a computer system purchased by the customer from Harvey Norman Singapore, (hereby known as "the Computer"), to have reliable consistent performance throughout its service life, and detect failures and problems early before they cause a loss of use and inconvenience to the customer.

The Services are provided to the customer, (hereby known as the "Subscriber"), subject to the following Terms and Conditions of Service.

The Subscriber acknowledges and agrees that by signing up for the Plan, the Subscriber agrees to abide by the Terms and Conditions set out herein.

## **Coverage**

1. The **1 Year Plan provides 3 Service Incidents for the Computer for up to 12 months** from the date of purchase of the Plan or the completion of the 3 Service Incidents, whichever comes first.
2. The **2 Year Plan provides 5 Service Incidents for the Computer for up to 24 months** from the date of purchase of the Plan or the completion of the 5 Service Incidents, whichever comes first.
3. The Plan is **valid only for carry-in service** to the Harvey Norman Techcrew service counter and does not include any on-site service whatsoever.
4. This Plan is valid in **Singapore only** and is not transferable, and not refundable under any circumstances.
5. The Plan covers the **Services performed on the computer system purchased only** and does not include, but not limited to, the following: any accessories, free gifts or bundled items included in the purchase.
6. The Services covered under the Plan may include, but are not limited to, one or more of the following: operating system recovery, operating system repair, system optimization, software updates, software installation, hardware upgrades, hardware diagnostics, peripheral installation, virus/worm/trojan removal, spyware/adware/malware removal, data backup, data migration, logical data recovery, telephone support.
7. One Service Incident shall comprise of **one visit which may include the provision of one or more of the Services**, but does not include data backup, migration or logical recovery services, which shall constitute a separate Service Incident and will only be provided once in each Plan.
8. **Data backup, migration or logical recovery shall be provided only once in the Plan**, and only one instance of data backup, migration or logical recovery shall be performed under the Plan, including the backup and migration of data during first setup of the Computer. Subsequent requests to perform any or all of the 3 services stated above shall be chargeable separately. Data backup, migration or logical recovery may only be performed on the original hard drive supplied with the Computer under the Plan. All other backup, storage and transfer media including but not limited to USB flash drives, internal and external hard drives, flash memory cards and CDs / DVDs, are expressly excluded from coverage under the Plan.

## **Product Eligibility**

9. The Plan only provides the **Services for home use only** and does not cover support for SOHO, commercial, rental, profit generation or in a multiple user environment such as an office domain.

## **Termination**

10. The Plan shall terminate immediately with no refund of the Plan fee in the event of the following events occurring:

- a. Completion of 3 Service Incidents for the 1 Year Plan.
  - b. Completion of 5 Service Incidents for the 2 Year Plan.
  - c. The lapse of more than 1 calendar year from the date of purchase for the 1 Year Plan.
  - d. The lapse of more than 2 calendar years from the date of purchase for the 2 Year Plan.
  - e. Disposal, subsequent sale, loss or repossession of the Product.
  - f. Unauthorized repair, replacement or modification of the Product.
  - g. **Discovery of fraud or misrepresentation** of any kind committed by the Customer.
  - h. Violation of any of the terms and conditions of this Plan contract.
11. In the event of a term or condition of this Plan being invalid or unfulfillable due to circumstances beyond the parties' control, it shall not be treated as a termination of the whole agreement, and the remainder of the terms and conditions shall retain their full force and effect in this agreement for the Plan.
12. Failure by Harvey Norman to exercise or enforce any right conferred by statute or the Plan shall not be deemed as a waiver of any such rights nor prevent the exercise or enforcement of such rights at a later date.
13. Except in the case of any permitted reassignment of the Plan by Harvey Norman, **a person who is not a party to the Plan has no rights** under the Contracts (Rights of Third Parties) Act or otherwise to enforce any clause of the Plan.

### **Exclusions**

14. **Services excluded from the Plan** include, but are not limited to, the following: change of operating system, change of operating system language, installation of third party software and hardware not purchased at Harvey Norman Singapore, removal of virus/worm/trojan/spyware/adware/malware without a valid internet security suite installed in the Computer for protection against such threats, physical data recovery from a damaged or non-functional hard drive, physical data recovery from media other than the original supplied hard drive, installation, repair and updates of unlicensed software, support for programs in languages other than the operating system language, warranty claims for hardware or software, onsite diagnostics, service or setup, wired/wireless network setup and/or troubleshooting connectivity issues.
15. The Plan **does not cover the product's hardware warranty** which will be referred back to the Original Manufacturer's Warranty or any other warranty which is in effect or otherwise.
16. The Services **does not include training or instruction** in how to use features of a software or hardware other than as required to address the current technical problem on the Computer.
17. The Plan **does not cover the Services on accessories, peripherals and consumables**, including but not limited to the following: cases, power adaptors, headsets, batteries, remote controls, add-ons, upgrades and third party software.
18. Only the **ORIGINAL** operating system supplied with the Computer will be supported by the Plan, all other operating systems are expressly excluded.

19. Only the **ORIGINAL** operating system language supplied with the Computer will be supported, all other language packs and third party software in other languages are expressly excluded.
20. Only the original software supplied with the Computer and any software purchased at Harvey Norman shall be supported under the Plan. All third party software is expressly excluded.
21. **Harvey Norman expressly reserves the right to terminate the Plan or refuse to perform Services due to the installation or storage of unlicensed, illegal, cracked or pirated software on the Computer.**
22. For the purposes of data backup, migration and logical recovery under the Plan, it shall not include, but not limited to, any other hard drive(internal or external), external storage, flash media or any other forms of data storage, except for the **ORIGINAL hard drive supplied with the Computer.**
23. For the purposes of data migration, the computer system provided to migrate the data from must be **in good working order** for Harvey Norman to perform the data migration. Harvey Norman reserves the right to refuse to perform the data migration service due to non-functional, damaged or obsolete hardware or software, or to impose additional charges for extra Services done on the computer system containing the data to facilitate the Service of data migration to the Computer.

#### **Limitations of Liability**

24. Any condition or warranty which may be implied or incorporated within this Agreement by reason of statute or common law or otherwise (including warranties as to satisfactory quality and fitness for purpose) is HEREBY EXPRESSLY EXCLUDED.
25. Under no circumstances shall Harvey Norman nor its affiliates, partners, officers, directors, employees or agents be liable either in contract, tort, or otherwise, to the Subscriber, its employees, agents, or any third party, for any injury or damages, including without limitation, any direct, indirect, special or consequential damages, expenses, costs, profits, lost savings or earnings, interruption to business activity, lost or corrupted data, transport charges, or any other liability arising out of, or related to the Services provided by Harvey Norman or out of the installation, uninstallation, use of, or inability to use the Subscriber's hardware or software.
26. Harvey Norman and its affiliates, partners, officers, directors, employees or agents shall not be liable for any failure or delay in performance due to any cause beyond its control. If Harvey Norman's ability to render the Services is impaired by the Subscriber's failure to cooperate or circumstances beyond the control of Harvey Norman, Harvey Norman may choose not to provide the Services. Service can also be denied if dangerous or unhealthy conditions are present including possible criminal violations.
27. It is **the complete, entire and sole responsibility of the Subscriber to backup** all of the Computer's data, software, information and other files required. The Subscriber hereby confirms that a full backup of the Computer's data has been

- performed by the Subscriber as far as possible before the commencement of the Services and there are no legal restrictions or impediment to Harvey Norman providing the Services to the Customer, and Harvey Norman will not be held responsible for any resultant loss of data, software, information, and other files, and its consequences thereof.
28. Harvey Norman accepts **no liability in respect of any problem(s) it may not be able to remedy** due to any matter beyond its direct control, including but not limited in any way to the age, specification or condition of the Subscriber's hardware or software, Subscriber's failure to provide appropriate software media, drivers, product support media, product documentation and authentication, or any fault with the Subscriber's third party providers for services such as Internet, mobile, broadband or TV.
  29. The Services provided for software issues are only rendered based on the original publisher of the systems software having a working and posted solution through official channels readily available for implementation, without resort to third party intervention. In the event that the original publisher has no available solution, the software issue shall be deemed unserviceable. In the event of the failure of the implemented solution, Harvey Norman shall not be held liable for the failure to resolve the issue.
  30. In the event of an **irresolvable software conflict, or compatibility issues** with the operating system or other software, Harvey Norman shall not be held liable for the failure to resolve the issue.
  31. The Subscriber undertakes to indemnify Harvey Norman in respect of any loss, damage or injury suffered by Harvey Norman in the course of, or arising from, the rendering of the Services.
  32. For the avoidance of doubt Harvey Norman has and assumes no liability or responsibility for the Subscriber's data loss, damage or injury incurred in any circumstances whatsoever.
  33. The Subscriber undertakes that the hardware and software provided by the Subscriber belongs to the Subscriber without any restrictions, legal or otherwise on its usage by the Subscriber, and to indemnify Harvey Norman against any such claims made against Harvey Norman in connection therewith.

### **Consents and Authorizations**

34. The Subscriber hereby consents to Harvey Norman accessing and controlling the Computer in order to provide the Services.
35. The Customer agrees that **Harvey Norman shall have unlimited access to the Customer's hardware and software** including but not limited to data, files and passwords, for the duration of the services provided by Harvey Norman to facilitate the provision of the Services.
36. The Subscriber hereby authorizes any and all access to, modification of, or impairment to the Subscriber's data, systems, or electronic communications that occurs as part of Harvey Norman's provision of the Services and agrees that Harvey Norman is entitled to carry out the Services in accordance with the Plan.

37. The Subscriber hereby permits and licenses Harvey Norman to use and reproduce any and all copyright material contained in the computer (including its systems, programs and data), to the fullest extent allowed by law, for the purpose of providing the Subscriber with the Services.
38. The Subscriber warrants and represents to Harvey Norman that, at all times during the term of the Plan,
  - a. the Subscriber is the owner, or has the right to control the use of the Computer;
  - b. the Subscriber is the owner, or the licensee of all copyright subsisting in the systems, programs and data in the Computer;
  - c. the Subscriber has the right to grant the consents, permissions and licenses granted in this term.
39. The Subscriber acknowledges that certain problems cannot be solved over the telephone and will carry-in the Computer to Harvey Norman's Techcrew service counter for support.

### **Confidentiality and Privacy**

40. Harvey Norman will maintain the confidentiality of the Subscriber's files and/or data and undertakes not to provide or reveal any Customer information to any third party unless in the event it is legally required to do so.
41. Harvey Norman ***reserves the right to refuse the provision of the Services*** for any reason including but not limited to circumstances such as the presence of unlicensed or illegal software or material, or material of a seditious, obscene or pornographic nature on the Subscriber's hardware or software.
42. ***Monitoring or recording of your calls*** may take place for our business purposes, such as quality control and training, to prevent unauthorized use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

### **Fair Use Policy**

43. Excessive, unreasonable or fraudulent use of the telephone support service may impact the quality and reliability of the Services. To ensure this does not occur the Subscriber must not:
  - a. make fraudulent use of the Services, including but not limited to problems not related to the Computer covered under the Plan;
  - b. make multiple service requests caused by lack of regular maintenance;
  - c. make multiple service requests caused by the Subscriber's failure to act on our support recommendations;
  - d. make repeated service requests caused by the Subscriber's failure to consult help and support programs available to the Subscriber, including but not limited to, printed documentation, Help and Support on the Computer and the Internet.

44. Harvey Norman ***reserves the right to terminate phone support*** and request the Subscriber to carry-in the Computer for problems that cannot be reasonably resolved efficaciously with the use of the telephone support service.

### **Entire Agreement**

45. Together with Harvey Norman's invoice for the Computer, these will form the entire agreement between Harvey Norman and the Subscriber of the Plan and no other oral or written representations are valid.
46. Harvey Norman ***reserves the right to add, amend, change or withdraw any of the terms and conditions of the Plan without prior notice.***

### **Goods Provided by Harvey Norman**

47. Harvey Norman may make recommendations to the Subscriber or the Subscriber may request that a product be provided by Harvey Norman in order for Harvey Norman to perform the Services. All express or implied warranties, descriptions, representations and conditions as to fitness or suitability for any purpose in respect of the Services, including in respect of any product, including but not limited to any item of software or hardware provided by Harvey Norman are expressly excluded.
48. Harvey Norman assumes no liability as to the suitability of the performance of the Services, of any product manufactured, sold, or supplied by any third party, whether or not that product has been recommended to the Subscriber by Harvey Norman.
49. Any hardware, software or equipment provided to the Customer shall remain the property of Harvey Norman unless and until the full payment has been received for goods and services rendered.

### **Return Visit and Complaints Policy**

50. In the event of any dissatisfaction with the Services provided by Harvey Norman, the Customer should immediately contact Harvey Norman to arrange for a return visit to Harvey Norman Techcrew. Harvey Norman warrants the Services Harvey Norman provides for ***5 consecutive calendar days***. Harvey Norman will endeavor to rectify the dissatisfaction in so far as the Services rendered caused the dissatisfaction, as far as possible within the scope of the Plan.
51. If the cause of the dissatisfaction is due to a matter beyond the control of Harvey Norman, the Customer may be liable for the additional time incurred at Harvey Norman's normal service rates.
52. If the problem arose directly as a result of Harvey Norman's previous Service Harvey Norman will at its discretion waive further charges pertaining to the same one dissatisfaction only, with additional services chargeable at Harvey Norman's normal service rates.

### **Governing Law**

53. The Plan is governed by the laws of the ***Republic of Singapore*** and any disputes shall be handled solely within the jurisdiction of the Courts of the Republic of Singapore and any other authorities and jurisdictions, be they local or international, are hereby expressly excluded.