



Lenovo Live Assistant Terms and Conditions

Lenovo Live Assistant is not a standard/default offering. It is an add on service - customer has an option to purchase it at an added cost. It runs independent of and separate to any Lenovo Warranty. Lenovo will use commercially reasonable efforts to ensure the Lenovo Live Assistant Customer Engagement Centre is responsible for remote troubleshooting and diagnostic assistance (including possibly connecting to your system or products over a secure internet connection and other services described here.

Lenovo Live Assistant Customer Engagement Centre is available via telephone, chat, or remote session. Times will vary according to location but will be no less than reasonable working business hours in that geographic area, and at other times contingent upon Lenovo's discretion.

Your permission – Remote Access

In order to provide some services to you it will be necessary for you to give us permission to access your product securely. By requesting Lenovo to provide such services, completing the security steps to provide such access, or giving verbal consent for such access over the phone, you accept and consent to Lenovo potentially processing your data for such purposes. We strongly suggest you close any windows open during an incident call which may contain personal data. You must ensure you have the authority and ownership of any device in order to provide access to Lenovo.

During your Services session, the following information may be collected and sent to Lenovo via secured connection or from the computer on which the Support Tool or software is installed:

- Any information entered by the Customer into Lenovo's online interface when requesting the Services;
- The type and version of operating system and Internet browser used by the personal computer or laptop being serviced.
- The hardware installed on the computer being serviced.
- The application, software and tools on the computer being serviced.
- Installed hardware and peripherals
- Installed Operating System
- Installed programs and active processes information
- Application log file information and registry data.
- Browser information including security and temporary file settings;
- System information related to the operating system, memory and disk space, proxy configuration, and directory listings for the Support Tool or software;
- The security status (good/fair/poor) of the computer as determined by the Support Tool or software.
- The number of files scanned, threats found, and threats fixed by the Support Tool or software;
- The type of threats found;
- The number and type of threats remaining that have not been fixed by the Support Tool or software;
- Whether a firewall is active;
- Whether antivirus software is installed, running, and up to date;

All the information indicated as being collected in this section is necessary for the purpose of analyzing, diagnosing, resolving problems and optimizing the functionality of Lenovo's products. This information may be collected by or transferred to a Lenovo affiliate located outside of the United States; however this information will not be shared outside of the Lenovo network.

Lenovo may disclose the collected information if required to do so by a law enforcement officials as required or permitted by law or in response to a subpoena or other legal process.

Incidents

Lenovo Live Assistant provides support and assistance to customers covering a wide range of personal computer questions, issues and third party hardware or application software products based on the description of the service ordered (each a "Service"). This will cover an individual incident basis, Lenovo will provide access to one or more support specialists ("Service Agent") for the performance of the specific type of Service purchased including assistance, setup or resolve services ("Service Incident"). A Service Incident does not include future repairs beyond the specific incident.

Each Service Incident is separate from another Service Incident. A Service Incident will be closed once Lenovo has taken reasonable efforts to complete the Service. The customer will have seventy-two (72) hours from the time the Service Incident is closed to contact Lenovo for additional assistance. If Lenovo is not contacted within this time frame, the incident will be considered new in nature and will be subject to additional charges. A Service Incident will expire within 30 days of the purchase date.

Scope of Services

In the course of providing the Services, Lenovo may determine that the issue is beyond the scope of the Services. Customer acknowledges that Lenovo may not be able solve Customer's particular problem. The Customer acknowledges that not all spyware, malware or virus can be successfully removed, and that such removal or removal attempts may impact the performance of other software programs on the customer's system. Lenovo does not guarantee or warrant that any or all spyware, malware or virus will be or can be removed, and Lenovo does not guarantee or warrant instances where spyware, malware or virus removal or removal attempt impacts the performance of other programs on customers' systems. Troubleshooting may be time intensive due to the complexity of virus removal.

Lenovo does not support all products and will determine at its discretion which products it supports.

Some issues may require the Customer to return their computer to its original state, reload the operating system, application software, reload personal settings and data, or work with a third party hardware or software vendor to resolve their problem. Lenovo or its affiliates are not responsible for any loss of data. It is assumed and expected that the customer will make regular data backups and has backed up all data prior to the Service being commenced.

A Service Incident may require multiple contacts and/or call backs to complete.

Customer Responsibilities

The Customer agrees to:

- 1) Follow the procedures and policies as they pertain to Lenovo Services;
- 2) Cooperate with the Service Agent and assist in performing the repair activities as directed;
- 3) **Backup any and all computer hard disk drives and/or other storage devices prior to the commencement of any services;**
- 4) Ensure that the computer meets all requirements and specifications required for each hardware or software application installed;
- 5) Provide the Service Agent with required passwords and key codes as needed;
- 6) Ensure that Customer has all legal rights, including copyrights for all software and other files on products being serviced;

- 7) Assume responsibility for problem resolution due to third party hardware and software compatibility issues;
- 8) obtain the necessary permissions to enable Lenovo to access and use your products (including any software, data or other information contained within);
- 9) have the necessary permissions to allow Lenovo to remotely connect to Your Product or system as required to remotely troubleshoot Your Product;
- 10) ensure You maintain the latest minimum release levels or configurations required for the applicable products
- 11) complete a back-up of all data, information, software and other applications on Your Products prior to any Service.
- 12) accepted any third party's end user license agreement where required.
- 13) Use the Service on a 'fair use basis' for one individual per subscription and not to transfer to any third party or obtain advice for a third party's product 'by the back door' under cover of Customer's subscription.

Exclusions

The Services do not include:

- (a) Onsite installation or de-installation services; (b) relocation services; (c) training services; (d) cosmetic services, support or accessories; (e) third party product or software support outside of OEM Supported Software Support; (f) failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by You; (g) back-up services; (h) advanced wireless, networking or remote installation, set-up or optimization services; (i) scripting, programming, software or database design, implementation, development or other programming support; (j) repairs necessitated by software problems; (k) repairs or support as a result of support, fix, alternation, adjustment or repair by a party other than Lenovo or a Lenovo authorized service provider; (l) uninterrupted or error-free operation of a Product; (m) troubleshooting of ISP internet connection issues (connection issue must be handled by ISP) (n) help with domains or enterprise networks, and (o) support with consumable products such as batteries other than as provided as part of the Services (p) support with gaming devices including but not limited to Sony Playstation, Xbox.