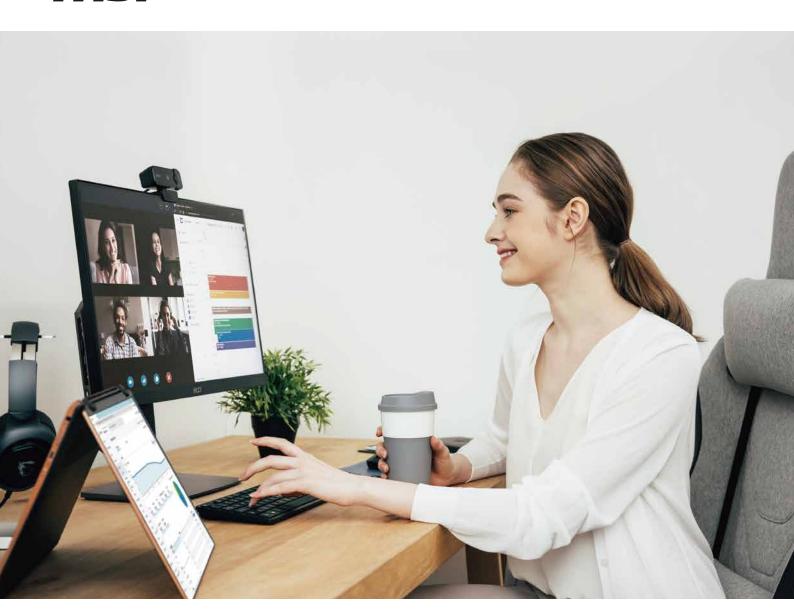
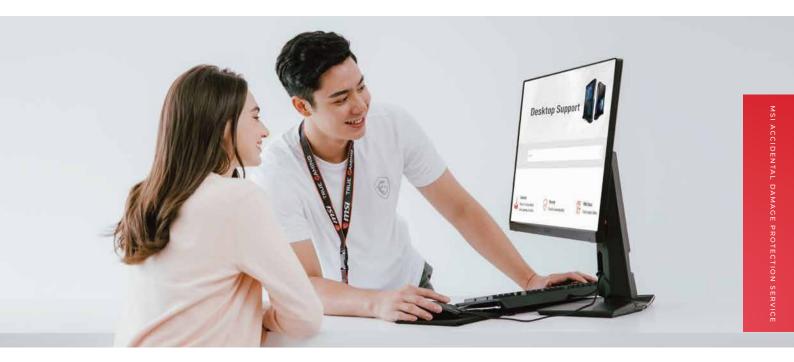
msi





MSI Accidental
Damage Protection
Package



Products damaged by falls, collisions, spillage, or abnormal voltage during normal use are not be covered by regular after sales warranty services. Customers who purchased the Accidental Damage Protection Package along with their eligible product may have the product damaged in the situations described above serviced once within twelve (12) months of the package activation. The Accidental Damage Protection Package is an additional, value added after sales service provided on top of MSI's regular warranty services. All after sales services under the Accidental Damage Protection Package will be performed by MSI's authorized repair centers. The Accidental Damage Protection Package terms may complement other MSI standard service terms and compatible warranty extension packages. Notwithstanding the above, the Accidental Damage Protection Package does not replace or prevail in the event of a conflict with other MSI standard service terms and warranty extension packages.

Accidental Damage Protection Service Registration and Activation Process:

Step 1 Become MSI Member

Please enter the MSI Member Center website located at https://account.msi.com/login, click the members tab, and sign up to be a MSI member according to the website instructions.

Step 2 Register your product

Log into the MSI member site and register your product by filling in the relevant details.

Step 3 Activate Accidental Damage Protection

Click the Accidental Damage Protection Package activation link, input and register your ID and activation code listed on your purchased Accidental Damage Protection Package Digital Membership Card to complete the process.

Accidental Damage Protection Service Scope

Eligible products:

New and eligible MSI product purchased in 2021 or after, and registered for the Accidental Damage Protection Package during the product warranty period. Refurbished products are excluded from eligibility.

Eligible parts:

MSI product internal parts, including, graphics card, motherboard, CPU, VRAM, RAM, LCD module, hard drive, optical drive, keyboard, internal network card, fan, touch panel, battery, and power adapter. Refurbished parts are excluded from eligibility.

Ineligible Product and Parts:

Third party modules, including without limitation, external optical drive, mouse, non-MSI bundled or included parts or accessories, and parts or components not originally used in the MSI product.

Provision of Service:

The Accidental Damage Protection Package provides one (1) free after sales service for eligible products that have sustained accidental damage due to covered incidences (see below) during: i) each twelve (12) month period starting from the date of purchase for the eligible product registered under the Accidental Damage Protection Package; and ii) the eligible product's original warranty period.

Unused claims will expire at the end of each prescribed twelve (12) month period and will not carry over to subsequent prescribed periods. The Accidental Damage Protection Package duration will vary depending on the plan purchased.

Additional charges will apply if the Accidental Damage Protection Package service is used more than once during each prescribed twelve (12) month period.

Covered Incidences:

- 1.Accidental drops
- 2.Accidental fluid spillage
- 3. Abnormal voltage

Service Limitations:

This service does not apply to the following types of damage or scenarios:

- Regular wear and tear or external damage caused by use of the product in the ordinary course. For example, without limiting the foregoing, product surface wear, paint peel, aging, scratch, or dent which does not affect the product functionality.
- 2. Damage caused by natural disasters and forces beyond reasonable control, including without limitation floods, fires, blizzards, typhoon, etc., and acts of terror, civil unrest, wars, earthquake, etc.
- 3. Damage caused by animals, creatures, or pests, including without limitation, chewing, biting, scratching, etc., animals, creatures, or pests including, without limitation, termites, rats, cockroach, etc.
- 4. Damage caused by self-installation, removal, modification, repair, or service by non-MSI authorized service centers.
- 5. Damage caused by preventative measures not authorized or advised by MSI.
- 6. Damage to or loss of product due to loss, theft, or robbery.
- 7. Product or Product component with its serial number altered, switched, modified, damaged, or otherwise rendered undecipherable.

- 8. Damage caused by the product user, whether intentional or by permission, in order to gain the benefits of this service package through misrepresentation or fraud. MSI has the sole, discretionary right to deny services under this service package if the user attempts to obtain services through improper means such as concealment or fraud. In the event of fraud or misrepresentation, MSI may, at its sole discretion, terminate this service package while reserving all rights and remedies available by contract or by law.
- 9. Any loss or damage incurred during transportation, including without limitation, regular or express mail. MSI's standard packaging method should prevent any damage to the product during transportation. If the product is damaged or lost due to external forces, the logistics company shall be liable.
- 10. Any defect caused by use of parts, accessories, or external devices not approved or otherwise authorized by MSI.
- 11. Damage caused by intentional or deliberate misuse, abuse, or improper use, including without limitation, application of blunt force, failure to follow instructions or warnings, intentional burning, etc.
- 12. The eligible product's original warranty term has expired.

Service package purchase timeframe:

The Accidental Damage Protection Package may be purchased subject to the following conditions: i) the package must be purchased within 30 days of the purchase of an eligible MSI product; and ii) the eligible MSI product and purchase receipt must be inspected and approved by MSI's authorized service center or partner. In addition, the purchased Accidental Damage Protection Package must be registered and activated via MSI's website within one (1) month of purchase. The service package will be terminated if the customer does not complete the activation process within the prescribed timeframe.

Service Term and Query

Service Start Date: Upon registration and activation of the Accidental Damage Protection Package with the corresponding eligible product.

Service Period: For the duration specified in the package purchase document, starting from the purchase date of the eligible MSI product registered under the Accidental Damage Protection Package.

Service Termination

The Accidental Damage Protection Package will be terminated upon expiration of the Accidental Damage Protection Package term or the expiration of the corresponding eligible product's original warranty period, whichever is earlier.

Service Package Detailed Information:

MSI's authorized service centers will repair and replace parts, as needed, when processing products.

Services include:

- MSI authorized service centers will provide comprehensive services to ensure products are restored to regular functionality. Customer designated parts replacement service will not be provided.
- MSI's original factory parts will be used for all replacement parts. The performance
 of replacement parts will not be lower than the original component to be
 replaced. All original parts replaced and removed during service will become
 MSI's property.
- 3. If the product is unable to be serviced due to lack of spare parts or economic feasibility, the product will be replaced with another product with the same or substantially the same specifications.

How to Obtain Service:

Upon the Occurrence of a Covered Incidence:

- 1. Contact MSI's service team or authorized service center to make an appointment for Accidental Damage Protection service. Provide your product as instructed on the appointment date. Your product will serviced under the Accidental Damage Protection Package if the MSI service center determines your product meets all eligibility requirements.
- 2. We recommend that you backup all data and information regularly, and especially before providing your product in for diagnosis and servicing under this service package. MSI shall not be liable to you for any and all loss or damage arising from loss or deletion of any data or information stored in the product.

- 3. You are responsible for ensuring that any damage or continuing damage to the product is minimized to the extent possible. Any damaged part or component will need to be provided to the MSI authorized repair center for diagnosis and, if applicable, for re-use.
- 4. You are required to provide any reasonable request for documentation under the Accidental Damage Protection Package, including without limitation, purchase invoice or receipt, or product serial number.

Standard Terms and Conditions

- 1. The Accidental Damage Protection Package coverage period is effective for the duration specified in the package purchase document, starting from the purchase date of the eligible MSI product registered under the Accidental Damage Protection Package. The coverage period shall not exceed the corresponding eligible product's original warranty period. The package service will be effective only after registration of the Accidental Damage Protection Package with the corresponding eligible product. If the eligible product purchase invoice or receipt is unavailable, the product manufacture date will be used to calculate the package coverage period.
- 2. The product owner and MSI are not liable to one another under this service package if the cause for product damage arises due to an uncovered incidence. For example, if the product is damage during transportation, the user may claim damages against the logistics provider; however, neither the product owner nor MSI are liable to one another.
- 3. You are required to ensure the service package registration information and any service reservation information are consistent and correct. Accordingly, the service package user name, telephone, product serial number, MSI member contact email should not be changed at will.
- 4. Users should sign or apply their chop where indicated upon confirming that the MSI authorized service center has completed its report and/or service.

- 5. The service package user cannot transfer, in whole or by part, any benefits or rights arising under this service package to another third party, or designate another third party beneficiary to this service package. All unauthorized transfers or assignments shall be null and void.
- 6. If any provision under this service package is invalidated by a competent court, the remain provisions shall remain in full force and effect.
- 7. MSI and its authorized service centers shall not be liable or responsible under the following circumstances:
 - (1) Third party claims
 - (2) Loss or damage of product user's data or information.
 - (3) Any and all special, incidental, consequential, or indirect damages, including without limitation, loss of revenue, loss of business, loss of data, loss of use, loss of opportunity, or any other costs or expenses arising therefrom.
- 8. The Accidental Damage Protection Package can only be purchased in the country where you purchased the MSI product. Furthermore, the Accidental Damage Protection Package only applies to certain specified model(s) and eligible city and country. Please read detailed information on your local MSI website.
- 9. The Accidental Damage Protection Package does not provide international / global warranty coverage. The Accidental Damage Protection Package is only applicable within the country and specific city in which the eligible MSI product and the service package is purchased.
- 10. The Accidental Damage Protection Package, if not registered and activated after purchase, may be refunded within fourteen (14) days of purchase.
- 11. The Accidental Damage Protection Package, once registered and activated, cannot be refunded.

Limitation of Liability

The warranties provided in this policy shall be MSI's sole warranty. MSI does not directly or indirectly warrant that the product is of merchantable quality or fit for any particular purpose. All such implied warranties are hereby disclaimed and excluded by MSI. All Products are given "as is".

THE LIMITED WARRANTY PROVIDED UNDER THIS SERVICE PLAN IS PROVIDED IN ADDITION TO RIGHTS PROVIDED BY CONSUMER LAW AND DOES NOT EXCLUDE, LIMIT, OR SUSPEND THE RIGHTS OF THE CONSUMERS GUARANTEED BY APPLICABLE CONSUMER LAWS AND REGULATIONS. EXCEPT AS PROHIBITED BY LAW, MSI SHALL NOT BE LIABLE TO YOU, UNDER ALL THEORIES OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFIT OR GOODWILL, LOSS OR DAMAGE TO BUSINESS EARNINGS, OR LOSS OR DAMAGE TO DATA OR INFORMATION). IN NO EVENT SHALL MSI'S TOTAL LIABILITY ARISING FROM THIS SERVICE PLAN ON A CUMULATIVE BASIS FOR ALL CLAIMS OR CAUSES OF ACTION, UNDER ANY THEORIES OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCT.

PRIVACY POLICY

MSI or its authorized service center/partner may ask you for information in order to provide the requisite services to you that may, as applicable and without limitation, include your email, name, product serial number, purchase information, address, phone number, and other information reasonably requested by our staff. In addition, we may indirectly gather information from you via cookies or website embedded analytics. The information we collect will be used in the following manner: to provide services to you, to verify your eligibility, to contact you if needed, to product(s) can be sent to you, to store registered product data for as long as an ongoing relationship exists between us (eg. When you use our warranty or associated services, etc.), and to use solely for internal market studies for developing better products and services. Your information will not be shared with third parties, except: i) to third party processors such as our internet service and website providers and our service partners in order for us to provide services to you; or ii) when reporting or responding to actual or suspected breach of applicable laws to legal and regulatory authorities such as courts or the police to the extent needed.

Because of the international nature of our business, MSI transfers information within the MSI group, and to third parties as referenced above, in connection with the purpose set forth in these terms and conditions. Therefore, we may transfer information to countries that may have different laws and data protection compliance requirements that those applicable in the country you are located.

Further details of how your information may be used and processed are detailed in MSI's privacy policy, available at https://www.msi.com/page/privacy-policy. The MSI Privacy Policy constitutes a part of this terms and conditions, and is hereby incorporated by reference with full force and effect.

MISCELLANEOUS

This terms and conditions is governed and construed by the laws of India, regardless of conflict of law principles, and all disputes arising from these terms and conditions shall be adjudicated by a court closest to MSI's subsidiary or affiliate in the country where the Accidental Damage Protection Package was purchased shall have jurisdiction. If MSI does not have an official subsidiary or affiliate in the region, then a court closest to where MSI's designated repair center providing service under the Accidental Damage Protection Package shall have jurisdiction. Any provision invalidated by a competent court shall be stricken, and the remaining terms and conditions will remain in full force and effect. Failure by MSI to enforce any right shall not be deemed to be a waiver. MSI shall not be liable for any failure to perform due to circumstances beyond its reasonable control. This terms and conditions shall not be assigned or otherwise transferred by you to any other third party; all unauthorized assignments are null and void. This terms and conditions constitute the entire agreement between the parties with respect to the services provided, and supersede any prior agreements, communications, representations, or discussions, oral or otherwise.