MICROSOFT COMPLETE FOR BUSINESS FOR WINDOWS 365 DEVICES
Commercial Insurance Policy
Terms & Conditions

These terms and conditions are in addition to rights and protections provided under any consumer protection laws and regulations which apply in the province or territory where **You** live.

Please keep this important terms and conditions document and the **Purchase Order** together in a safe place, as both will be needed at the time of a **Claim**. The information contained in this **Policy** and the **Summary of Cover** provided to **You** at the time of the sale is intended to serve as a valuable reference guides to help **You** determine and understand what is **Covered** under **Your Policy**. For any questions regarding the information contained in this **Policy**, or **Your Cover** in general, please contact the **Administrator** using this website: https://support.microsoft.com.

This **Policy** is underwritten 100% by Technology Insurance Company, Inc., a Canadian branch ("**Insurer**"), whose registered office is at 330 Eagle Street, c/o CAS Accounting, Newmarket, ON, L3Y 1K1, Canada. The **Insurer** is authorised and regulated by the Office of the Superintendent of Financial Institutions (OFSI) and the Québec Autorité des marchés financiers ("**AMF**") (AMF Register-Insurer Number: 3001227360). These details can be checked on the OFSI Register at https://www.osfi-bsif.gc.ca/en/supervision/who-we-regulate and the AMF website by visiting: www.lautorite.qc.ca. This **Policy** was issued in the course of Technology Insurance Company, Inc.'s business in Canada.

If **You** would like to receive a copy of **Your Policy** documentation in paper format free of charge, please contact **Us** via the **Administrator** by emailing msespbus@microsoft.com or writing to Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052-7329. Please make sure to state **Your** device serial number, the main policyholder's name, and the address to which **You** would like the **Administrator** to send the paper copy.

DEFINITIONS

Throughout this **Policy** terms and conditions document, the following capitalised and bolded words have the below stated meaning:

- **"Accidental Damage":** physical damage to the **Product** following a sudden and unforeseen accident which affects the functionality of **Your Product** and is not otherwise specifically excluded from this **Policy**.
- **"Administrator":** Microsoft Canada Inc., 4400-81 Bay Street, Toronto, Ontario M5J 0E7. Website www.microsoft.com.
- **"Breakdown":** the mechanical and/or electrical failure of the **Covered Product** that results in it no longer being able to perform its intended function, including defects in materials or workmanship and not normal wear and tear, and that occurs during normal use of the **Product**.
- **"Claim(s)":** a request for **Repair** and/or **Replacement** in accordance with this **Policy** made by **You**.
- **"Cover", "Covered":** the benefits set out in the "What Is Covered – General" section of this **Policy.**
- **"Deductible":** the amount **You** are required to pay, per **Claim**, for services **Covered** under this **Policy** (if any).
- **"Limit of Liability":** **Our** maximum liability to **You** for any **Claim** and in total during the **Term** of this **Policy** as detailed in the "Cover Policy Options" section.
- **"Manufacturer", "Microsoft":** Microsoft Corporation located at One Microsoft Way, Redmond, WA 98052 USA, the original equipment manufacturer. Website is www.microsoft.com.
- **"Policy(ies)":** the contract between **You** and **Us**, which is made up of this terms and conditions document, **Purchase Order** and **Summary of Cover** detailing all cover provisions, conditions, exclusions, and limitations for the 'Microsoft Complete for Business for Windows 365 Devices' policy that has been provided to **You** at the time of the sale.
- **"Product" "Covered Product":** the eligible **Microsoft** Windows 365 series device purchased by **You** that is **Covered** under this **Policy**.
- **"Purchase Order":** the original purchase receipt provided at the point of sale that confirms the date on which the **Policy** and **Covered Product** were purchased, as well as the **Term** and specific plan under the "Cover Policy Options**"** section.

- **"Repair(s)":** the actions **Microsoft** takes to mend, remedy, or restore **Your Covered Product** to a sound functioning state following an **Accidental Damage** or **Breakdown Claim**. Parts used to Repair the **Product** may be new, used or refurbished or non-original **Manufacturer** parts that perform to the factory specifications of the original **Product**.
- **"Replace", "Replacement":** an item supplied to **You** through the **Administrator's** arrangement in the event **Microsoft** determines the **Covered Product** is not suitable for **Repair**. **Microsoft** reserves the right to **Replace** the **Covered Product** with a new, rebuilt, or refurbished model of equal or similar features and functionality. **Microsoft** makes no guarantee that a **Replacement** will be the same model, size, dimensions, or colour as the previous **Product**.
- **"Retailer"** or **"Distributor":** the seller that has been authorised by **Microsoft** to sell this **Policy** to **You**.
- **"Summary of Cover":** The document detailing all cover provisions, conditions, exclusions, and limitations for the 'Microsoft Complete for Business for Windows 365 Devices' policy that has been provided to **You** at the time of the sale on **Your** online **Microsoft** account and/or the email confirmation sent by **Microsoft**, which confirms **Your Cover** under this **Policy**.
- **"Term":** the duration of the **Policy** (e.g., 2 or 3 years) by which the provisions of this **Policy** are valid as stated on **Your Summary of Cover** and/or **Purchase Order**.
- **"Territory":** the jurisdiction where **Your Policy** was purchased and is valid in**,** specified in the "Territory" section below.
- **"We", "Us", "Our":** the **Insurer**, Technology Insurance Company, Inc., a Canadian branch.
- **"You", "Your":** the purchaser/owner/lessee of the **Product(s) Covered** by this **Policy.** In the event of an eligible transfer, this definition refers to the person to whom this **Policy** has been properly transferred.

TERRITORY

This **Policy** is valid and eligible for purchase in all Canadian provinces and territories.

EFFECTIVE DATE OF COVER AND POLICY TERM

1. **Cover** for **Accidental Damage** begins as shown on **Your Purchase Order** and/or **Summary of Cover** and continues for the remainder of **Your Term** or until the **Limit of Liability** is reached, whichever is sooner.
2. **Cover** for a **Breakdown** begins upon expiration of the **Manufacturer's** original parts and/or labour warranty and continues for the remainder of **Your Term** as shown on **Your Purchase Order** and/or **Summary of Cover** or until the **Limit of Liability** is reached, whichever is sooner.
3. Notwithstanding the foregoing, if **You** are a lessee of the **Protected Product** and **Your** device lease expires or otherwise terminates, **Your Protection** ends simultaneously with **Your** lease**.**

PRODUCT ELIGIBILITY

In order to be eligible for **Cover** under this **Policy,** the **Product** must: (i) be a **Covered Product**; (ii) be purchased from **Microsoft** or an authorised **Retailer**; and (iii) have a minimum twelve (12) months **Manufacturer's** warranty attached to the **Product**.

WHAT IS COVERED – GENERAL

During the **Term** described in the 'Effective Date of Cover and Policy Term' section, in the event of a **Covered Claim** for **Breakdown** or **Accidental Damage**, this **Policy** provides for:
   i. the labour and/or parts necessary to **Repair** the **Product**; or
   ii. at **Microsoft's** sole discretion, a **Replacement** for the **Covered Product** in lieu of such **Repair**; or
   iii. a straight **Replacement** for the **Covered Product** if detailed under **Your Summary of Cover**.

Microsoft will **Repair** or **Replace Your Product** pursuant to the provisions of this **Policy**. If **Microsoft** decides to **Replace Your Product**, technological advances may result in a **Replacement** with a lower selling price than the previous **Covered Product**, and no reimbursement based on any **Replacement** item cost difference will be provided. Any and all parts or units **Replaced** under this **Policy** become **Microsoft's** property in their entirety. When a **Replacement** is applicable and provided in lieu of **Repair**, any accessories, attachments and/or peripherals that are integrated with the **Product**, but that were not provided and included by the **Manufacturer** in the packaging and with the original sale of the **Covered Product**, will not be included with such **Replacement**.

Please refer to the "Cover Policy Options" section that is applicable to **Your Policy** for full details.

IMPORTANT NOTICES REGARDING COVER UNDER THIS POLICY

A. If **Microsoft** provides a **Replacement** to **You** any or all of the following may apply:
   ▶ **Microsoft** reserves the right to **Replace** a defective **Product** with a new, rebuilt, or refurbished item of equal or similar features and functionality, which may not be the same model, size, dimension, or colour as the previous **Product.**
   ▶ Technological advances may result in a **Replacement** that has a lower retail or market price than the previous **Product**, and in such situation, this **Policy** shall not provide **You** with any reimbursement for such price difference.
   ▶ Any and all **Product** parts, components or entire units **Replaced** under the provisions of this **Policy** shall become **Microsoft's** property in their entirety.
B. **Cover** described under this **Policy** shall not replace or provide any duplicative benefits during any valid **Manufacturer's** warranty. During such period, anything covered under the **Manufacturer's** warranty is the sole responsibility of the **Manufacturer** and shall not be **Covered** under this **Policy**; regardless of the **Manufacturer's** ability to fulfil its obligations.
C. **Cover** under this **Policy** is limited to that which is specifically described in this document, as applicable to **Your Policy**. Anything not specifically expressed within this **Policy** is not **Covered** (including but not limited to any training services provided separately by **Microsoft** or **Microsoft's** affiliates).
D. **Your** responsibilities: It is **Your** responsibility to backup any/all software and/or data on a regular basis; especially, prior to commencement of any services **Covered** under this **Policy**. Software and/or data transfer or restoration services are not **Covered**.
E. In the event of a service incident where a **Breakdown** is not identified by **Our** authorized servicer, **You** are responsible for all costs in association with such service, including any shipping fees.

COVER POLICY OPTIONS
(As indicated on **Your Purchase Order and/or Summary of Cover** and applicable to **You**).

Details regarding **Your Policy** can be found in English and French at https://aka.ms/W365ProtectionPlans.

When purchased, this **Policy** provides the **Cover** that is described in the "What is **Covered –** General" section, including **Breakdown** and/or **Accidental Damage**, subject to the following provisions:

WINDOWS 365 DEVICE POLICY COVERED PRODUCTS
Windows 365 series device plus any other components contained in the original device packaging, such as a power supply unit with attached cords, if any, are **Covered** under this **Policy**.

WINDOWS 365 DEVICE POLICY LIMIT OF LIABILITY
Under **Your** Windows 365 Device **Policy**, **You** are **Covered** for a maximum of two (2) **Claims** for a **Covered Product** and a maximum of one (1) **Claim** for a power supply unit when included in the original device packaging (as shown in the table below), during the **Policy Term** for the **Repair** and/or **Replacement** of **Your** device in the event of **Breakdown** or **Accidental Damage**, subject to the **Limit of Liability**.

ONCE THE TWO (2) **CLAIM** WINDOWS 365 SERIES DEVICE LIMIT IS REACHED, **COVER** UNDER THIS **POLICY** WILL END, REGARDLESS OF ANY REMAINING TIME UNDER THE CURRENT **POLICY TERM**.

COVERED COMPONENT	MAXIMUM NUMBER OF COVERED CLAIMS
Windows 365 series device	two (2)
Power supply unit with attaching cords when included in the original device packaging	one (1)

DEDUCTIBLE

Under **Your Policy**, no **Deductible** payment is required.

COVER OF REPLACEMENT PRODUCT

A **Replacement** provided under this **Policy** will be automatically considered as the **Product** referenced throughout the provisions of this **Policy**, and **Cover** for such **Replacement** will continue for the remainder of **Your** current **Policy Term** (assuming there is remaining time under **Your** current **Term** and that the **Limit of Liability** has not been reached). A **Replacement** will not extend **Your** current **Policy Term**.

WHAT IS NOT COVERED – EXCLUSIONS

THIS POLICY DOES NOT COVER ANY CLAIM IN CONNECTION WITH OR RESULTING FROM:

a) Pre-existing conditions incurred by **You** or known to **You. "**Pre-existing conditions" refers to damages or defects associated with the **Product** that existed before this **Policy** was purchased.

b) Improper packaging and/or transportation by **You** or **Your** representative resulting in damage to the **Product** while it is in transit, including improperly securing the **Product** during transportation.

c) Any indirect loss (which refers to a loss or cost incurred by **You** resulting from an insured event but which itself is not specifically **Covered** under this **Policy** including but not limited to: (i) property damage, lost time, lost data or lost income resulting from a defined **Breakdown**, or **Accidental Damage** event, any non-defined mechanical/electrical failure, training services provided separately by **Microsoft** or its affiliates, or any other kind of damage of or in association with the **Product**; including, but not limited to any non-**Covered** equipment used in association with the **Product**; (ii) delays in rendering services or the inability to render service for any reason; (iii) the unavailability of any parts/components; (iv) any costs incurred by **You** associated with customised installations to fit the **Product** such as third party stands, mounts, and customised alcoves and the like; or (v) a **Replacement** that is a different model, size, dimension or colour as the previous **Product**.

d) Liability or damage to property, or injury, or death to any person arising out of the operation, maintenance, or use of the **Product**, or a **Replacement** provided under the provisions of this **Policy**.

e) Modifications, adjustments, alterations, manipulation, or repairs made by anyone other than a service technician authorised by **Microsoft** or other than in accordance with **Manufacturer's** specifications.

f) Damage from freezing, overheating, rust, corrosion, warping or bending.

g) Wear and tear, or gradual deterioration of **Product** performance.

h) The intentional treatment of the **Product** in a harmful, injurious, malicious, reckless, or offensive manner which results in its damage and/or failure.

i) Damage to or malfunction of **Your Product** caused by or attributed to digital content, software (whether pre-loaded or otherwise), including without limitation the operation of a software virus, lack of availability of software updates, or any other software/ digital based malfunction.

j) Loss, theft, or malicious mischief or disappearance.

k) Events which happen by chance, including, for example: riot, nuclear radiation, war/hostile action or radioactive contamination, environmental conditions, exposure to weather conditions or perils of nature, collapse, explosion, or collision of or with another object, fire, any kind of precipitation or humidity, lightning, dirt/sand, smoke, governmental act, or internet or other telecommunications malfunction.

l) Lack of performing the **Manufacturer's** recommended maintenance, operation/storage of the **Product** in conditions outside of the **Manufacturer's** specifications or instructions.

m) **Product(s)** that are subject to a **Manufacturer's** recall, warranty, or rework to repair design or component deficiencies, improper construction, **Manufacturer** error regardless of the **Manufacturer's** ability to pay for such repairs.

n) **Product(s)** that have removed or altered serial numbers.

o) Cosmetic damage to **Your Product**, including marring, scratching, and denting unless such cosmetic damage results in loss of functionality.

p) Normal periodic or preventive maintenance, adjustment, modification, or servicing.

q) Accessories or add-on items that are not listed in the "Cover Policy Options" section above (regardless of whether such were originally supplied by **Microsoft** within a single, all-in-one packaged purchase).

r) Cost of component parts not **Covered** by the **Product's** original **Manufacturer's** warranty, or any non-operating/non-power-driven part, including, for example: plastic parts or other parts such as accessory cables, batteries (except as may be otherwise stated in this **Policy**), connectors, cords, fuses, keypads, plastic body or moulding, switches and wiring.

s) Any **Claim** where **Purchase Order** had not been provided except where **We** and **Microsoft** agree to transfer the benefit of the **Policy**.

t) Any **Claim** for the restoration of software or data, or for retrieving data from **Your Product**.

u) Any loss, damage, liability, or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system.

v) Any **Claim** or benefit under this **Policy** to the extent the provision of such **Cover**, payment of such **Claim** or provision of such benefit would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Canada, or United States of America.

CLAIMS

IMPORTANT: THE SUBMISSION OF A CLAIM DOES NOT AUTOMATICALLY MEAN THAT THE ACCIDENTAL DAMAGE OR BREAKDOWN TO YOUR PRODUCT IS COVERED UNDER YOUR POLICY. IN ORDER FOR A CLAIM TO BE CONSIDERED YOU WILL NEED TO FIRST CONTACT THE ADMINISTRATOR FOR INITIAL DIAGNOSIS OF THE PROBLEM WITH YOUR PRODUCT. THERE IS NO COVER UNDER THIS POLICY FOR ANY DAMAGE CAUSED TO YOUR PRODUCT BY ANY UNAUTHORISED REPAIR(S).

Msft-Canada-Complete for Business for Windows 365-2.10.25

Please comply with the following procedures to obtain authorisation and service as soon as reasonably possible. Failure to observe these procedures may invalidate **Your Claim**.

Please have **Your Purchase Order** readily available and call the **Administrator** at the telephone number found at https://aka.ms/GlobalSupportPhoneNumbers or visit https://aka.ms/W365ProtectionPlans for English or French. The **Administrator's** authorised representatives will promptly obtain details regarding the issue **You** are experiencing with the **Product** and will first attempt to resolve the situation over the telephone and/or remotely. If the **Administrator** is unsuccessful in resolving the issue over the telephone and/or remotely, **You** will be provided with a **Claim** service request number and further instructions on how to obtain service for **Your Product**.

Please do not take or return **Your Product** to the **Retailer** or send **Your Product** anywhere, unless **Microsoft** instructs **You** to do so. If **You** are instructed by **Microsoft** to take the **Product** to an authorised servicer near **You** or to a **Retailer**, or if **You** are instructed to mail-in the **Product** elsewhere (such as an authorised depot centre), please be sure to include all of the following:
   a) The defective **Product**;
   b) A copy of **Your Purchase Order**;
   c) A brief written description of the problem **You** are experiencing with the **Product**; and
   d) A prominent notation of **Your Claim** service request number that **Microsoft** gave to **You**.

NOTE: If **Microsoft** requires **You** to mail the **Product** elsewhere, **Microsoft** will provide **You** with specific instructions on how to mail the **Product**. For mail-in service, **Microsoft** will pay for shipping to and from **Your** location if **You** follow all instructions. **You** are urged to use caution when transporting and/or shipping the **Product**, as **Microsoft** is not liable for any freight charges or damages due to improper packaging by **You** or **Your** authorised representative.

Cover is only provided for eligible services that are conducted by a servicer, **Retailer**, or depot centre which has been authorised by **Microsoft**. If **Your Term** expires during the time of an approved **Claim**, the **Claim** will be handled in accordance with the terms and conditions of this **Policy**.

FRAUD
1) If **You** make a fraudulent **Claim** under this **Policy**, **We**:
   a) are not liable to **Cover** the **Claim**; and
   b) may by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under (1) (b) above:
   a) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
   b) **We** need not return any of the premiums paid.

RENEWABILITY

This **Policy** does not renew and will expire at the end of **Your Term.**

TRANSFERABILITY

Coverage under this **Policy** cannot be transferred by **You** to any other party or product except where **You**, as the leasing company, are commercially leasing the **Covered Product** and **Policy** to another party who is domiciled in the **Territory**. **You**, as the leasing company, are solely responsible to provide a copy of the **Purchase Order** to enable the lessee to file a **Claim**. In the event of a transfer, the lessee will be **Covered** for the remainder of the **Term**, subject to the **Limit of Liability**.

CANCELLATION

YOUR RIGHT TO CANCEL
You may cancel this **Policy** at any time by informing the **Administrator** of the cancellation request at the details below.

You may contact the **Administrator** via email at msespbus@microsoft.com, call the **Administrator** at the phone number found at https://aka.ms/GlobalSupportPhoneNumbers, or write to the **Administrator** at: Insurance Policy Cancellations, Microsoft Canada Inc., 4400-81 Bay Street, Toronto, Ontario M5J 0E7.

COOLING OFF PERIOD
If **Your** cancellation request is within forty-five (45) days of the **Policy** purchase date, **You** will receive a one hundred percent (100%) refund of the **Policy** purchase price paid by **You** unless **You** have already made a **Claim(s)** under the **Policy** then there will be a deduction of the value of the **Claim(s) You** received, from any refund.

AFTER THE COOLING OFF PERIOD
If **Your** cancellation request is made after forty-five (45) days of the **Policy** purchase date, **You** will receive a pro-rata refund of the **Policy** purchase price paid by **You** unless **You** have already made a **Claim(s)** under the **Policy** then there will be a deduction of the value of the **Claim(s) You** received, from any refund.

OUR RIGHT TO CANCEL
If **We** cancel this **Policy, We** and/or the **Administrator** will provide written notice to **You** at least thirty (30) days prior to the effective date of cancellation. Such notice will be sent to **Your** physical mailing address in **Our** file (email or physical address as may be required by Law), with the reason for and effective

date of such cancellation. If **We** cancel this **Policy**, **You** will receive a pro-rata refund based upon the same criteria as outlined above and no cancellation fee applies.

We may cancel this **Policy** for the following reasons:
a) non-payment of the **Policy** purchase price by **You**,
b) deliberate misrepresentation by **You**, or
c) substantial breach of duties under this **Policy** by **You** in relation to the **Product** or its use.
d) to comply with applicable laws or regulations preventing **Us** from providing **Coverage**, **We** may cancel this **Contract** with immediate effect.

COMPLAINTS PROCEDURE

It is always **Our** and **Microsoft's** intention to provide **You** with a first-class service. However, if **You** are not happy with the service, please notify **Us** via one of Microsoft's representatives at the telephone number found at https://aka.ms/GlobalSupportPhoneNumbers or via email: msespbus@microsoft.com.

Microsoft will reply within five (5) business days from when they receive **Your** complaint. If it is not possible to give **You** a full reply within this time (for example, because a detailed investigation is required), **Microsoft** will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a full reply and from whom. In most cases **Your** complaint will be resolved within four (4) weeks. If it will take longer than four (4) weeks, they will explain the current position and let **You** know when **You** can expect a response.

You may also notify Technology Insurance Company, Inc. via its representatives at the telephone number found at (905) 853-0858 ext. 222 or via email: csexsmith@casaccount.com. Technology Insurance Company, Inc. will reply within ten (10) business days from when they receive **Your** complaint. If it is not possible to give **You** a full reply within this time (for example, because a detailed investigation is required), Technology Insurance Company, Inc. will give **You** an interim response telling **You** what is being done to deal with **Your** complaint, when **You** can expect a full reply and from whom. In most cases **Your** complaint will be resolved within sixty (60) days. If it will take longer than sixty (60) days, Technology Insurance Company, Inc. will explain their current position and let **You** know when **You** can expect a response. For more information about **Our** complaints policy, please visit https://ticcanada.ca in English and French.

PRIVACY AND DATA PROTECTION

DATA PROTECTION
We and **Microsoft** (as the **Manufacturer**) are committed to protecting and respecting **Your** privacy in accordance with the applicable Privacy Legislation ("Legislation")**.** By purchasing this **Policy**, **You** agree that **We** may collect and process data on **Your** behalf when **We** provide the services contemplated under the **Policy.** For information on how **Microsoft** processes **Your** personal data please visit https://privacy.microsoft.com/en-CA for English or https://privacy.microsoft.com/fr-CA for French. **We** are not responsible for Microsoft's processing of **Your** personal data. Below is a summary of the ways in which **We** process **Your** personal data. This summary is not exhaustive and does not limit **Our** practices. By agreeing to this **Policy**, **You** also provide **Us** **Your** consent for the collection, the use and the retention of **Your** personal data as set forth in **Our** privacy policy. For more information about **Our** processing, handling or storage of personal data, please visit **Our** website at https://ticcanada.ca for English and French.

HOW WE COLLECT YOUR PERSONAL DATA
We collect the following categories of personal data, being any information relating to an identified or identifiable individual: (i) contact information (e.g., phone number, email address, mailing address); and (ii) customer financial information or payment card data, sales, **Claim,** and complaint information and related communications. This information is collected directly from **You**.

HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH
We will process **Your** personal data, in the following ways:
a) **We** use **Your** personal data for the purposes of providing **Claims** and any other related purposes. This processing is necessary for the performance of the contract between **Us** and **You**.
b) **We** use **Your** personal data in de-identified form for research or statistical purposes: for **Us** to analyze historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes and to meet **Our** legal obligations.
c) We use **Your** contact information and communication preferences, to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**, where **You** have consented to be contacted for such purposes.
d) **We** use **Your** contact information to notify **You** about changes to **Our** service.
e) **We** use **Your** personal data to safeguard against fraud, money laundering, terrorist financing and to meet general legal or regulatory obligations.

DISCLOSURE OF YOUR PERSONAL DATA
We or Microsoft may disclose **Your** personal data to various third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include the entities below and others as set forth in **Our** or **Microsoft's** privacy policies:
a) **Our** personnel, employees or agents who have a need to process the personal data in order to perform their duties, including but not limited to finance, customer service, marketing, and claims and complaint handling, and as needed to provide **You** with insurance products and services that **You** request;
b) fraud detection agencies, who may process **Your** personal data in order to provide **Us** with fraud detection services; and
c) accountants who may have access to aggregated de-identified data in order to provide accounting advice and services to **Us**.

We or **Microsoft** may also disclosure **Your** personal data to regulatory authorities, and other third parties as may be required by law.

Some of these third parties may be located outside of Canada, meaning that **Your** personal data may be transferred to countries outside of Canada. Similarly, if **You** are located in Québec, some of **Your** personal data may be communicated outside of Québec. Accordingly, **Your** personal data may be accessible to foreign courts, law enforcement and national security entities. If **You** have any questions, or wish to receive further written information about **Our** policies and practices with respect to the processing of personal data by service providers or affiliates outside of Canada, please contact **Us** via the **Administrator** at msespbus@microsoft.com or writing to Microsoft Canada Inc., 4400-81 Bay Street, Toronto, Ontario M5J 0E7.

YOUR RIGHTS
Depending on the province in which **You** are located, and subject to any limitations under the Legislation, **You** may have the right to:
   a) Access and obtain a copy of the personal data in **Our** control and information about how this personal data is processed;
   b) Request erasure of **Your** personal data;
   c) Ask to update or correct any inadequate, incomplete, or inaccurate data;
   d) Ask **Us** to provide **Your** personal data to **You** in a structured, commonly used, machine-readable format, or **You** can ask to have it "ported" directly to another person or body;
   e) Lodge a complaint with **Us**;
   f) Withdraw **Your** consent at any time where **Our** processing is based on **Your** consent, without affecting the lawfulness of processing based on **Your** consent before its withdrawal.

If **You** wish to exercise **Your** rights, please contact **Us** using the details above or **You** may submit requests via **Our** website by clicking here. **You** may unsubscribe from marketing messages by clicking the appropriate link any marketing message **We** send to **You**.

PROTECTION AND RETENTION
We will protect **Your** personal data with safeguards commensurate with the sensitivity of the data. These include physical, organizational, and technical safeguards. Unfortunately, the transmission or storage of personal data via the internet or other electronic means is not completely secure. Although **We** will do **Our** best to implement safeguards to protect **Your** personal data, **We** cannot guarantee the security of **Your** data that is transmitted or stored electronically.

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the **Policy**, or business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

GENERAL PROVISIONS
1. **Subcontract; Assign. We** may subcontract or assign performance of **Our** obligations to third parties, but **We** shall not be relieved of **Our** obligations to **You** when doing so.
2. **Waiver; Severability.** The failure or delay of any party to enforce any provision hereunder shall not constitute a waiver of any such right. If any provision of these terms and conditions should be declared unenforceable or invalid under any applicable law, such provision shall be interpreted to conform with legal authority, and in all other respects the terms and conditions shall remain in full force and effect.
3. **Notices. You** expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address **You** provide **Us**. All notices or requests pertaining to this **Policy** will be in writing and may be sent by any reasonable means including by mail, email, text message or recognized commercial overnight courier. Notices to **You** are considered delivered when sent to **You** by email that **You** provided to **Us**, or seven (7) days after mailing to the street address **You** provided.
4. **Law.** The governing law for the **Policy** is the law in the province or territory in which the **Covered Product** was purchased whose courts have non-exclusive jurisdiction to hear any disputes between the parties to this **Policy**.
5. Every action or proceeding against the Insurer for the recovery of insurance money payable under this Policy is absolutely barred unless commenced within the time set out in the Insurance Act or Limitations Act or other similar disposition of the applicable Territory.

ENTIRE AGREEMENT
This **Policy**: including the **Purchase Order**, the **Summary of Cover,** (where applicable, the Québec Fact Sheet, Product Summary, and the Notice of Rescission), terms, conditions, limitations, exceptions, and exclusions constitute the entire agreement between **Us** and **You** and no representation, promise or condition not contained within this **Policy** shall modify these items, except as required by law.

Microsoft and Windows 365 are trademarks of the **Microsoft** group of companies.

SPECIAL JURISDICTIONAL REQUIREMENTS
Regulation of **Policies** varies based on province or territory of purchase and **Retailer** location. Any provision within this **Policy** that conflicts with the laws of the province or territory in which this **Policy** was purchased (or where applicable, the province or territory in which **You** are located), shall automatically be considered modified in conformity with such enforceable laws and regulations.

British Columbia, Alberta, Saskatchewan and Manitoba
For residents of British Columbia, Alberta, Saskatchewan and Manitoba, the following Statutory Conditions (collectively, **Statutory Conditions**) are deemed to be part of **Your Policy.** In the event of any conflict or inconsistency between **Your Policy** and the **Statutory Conditions**, the **Statutory Conditions** will govern and control.

STATUTORY CONDITIONS
For purposes of this section, "loss" means a **Covered Claim** for **Breakdown** or **Accidental Damage** as set forth under the "Definitions" section of the **Policy**.

1. **Misrepresentation:**

If **You** falsely describe the property to **Our** prejudice or misrepresent or fraudulently omit to communicate any circumstance that is material to be made known to **Us** in order to enable it to judge the risk to be undertaken, the **Policy** is void as to any property in relation to which the misrepresentation or omission is material.

2. **Property of Others:**

We are not liable for loss or damage to property owned by a person other than **You** unless (a) otherwise specifically stated in the **Policy**, or (b) the interest of the Insured in that property is stated in the **Policy**.

3. **Change of Interest:**

We are liable for the loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

4. **Material Change In Risk:**

   a.   **You** must promptly give notice in writing to **Us** or **Our** agent of a change that is (i) material to the risk, and (ii) within the control and knowledge of **You**.

   b.   If **We** or **Our** agent are not promptly notified of a change under subparagraph (a) of this condition, the **Policy** is void as to the part affected by the change.

   c.   If **We** or **Our** agent are notified of a change under subparagraph (a) of this condition, **We** may (i) terminate the **Policy** in accordance with Statutory Condition 5, or (ii) notify **You** in writing that, if **You** desire the **Policy** to continue in force, **You** must, within 15 days after receipt of the notice, pay to **Us** an additional premium specified in the notice.

   d.   If **You** fail to pay an additional premium when required to do so under subparagraph (c)(ii) of this condition, the **Policy** is terminated at that time and Statutory Condition 5(b)(i) applies in respect of the unearned portion of the premium.

5. **Termination of Insurance**

   a.   The **Policy** may be terminated (i) by the **Insurer** giving to the insured 15 days' notice of termination by recorded/registered mail or 5 days' written notice of termination personally delivered, or (ii) by **You** at any time on request.

   b.   If the **Policy** is terminated by the **Insurer**, (i) the **Insurer** must refund the excess of premium actually paid by **You** over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the **Policy**, and (ii) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

   c.   If the **Policy** is terminated by **You**, the **Insurer** must refund as soon as practicable the excess of premium actually paid by **You** over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the **Policy**.

   d.   The 15-day period referred to in subparagraph (a)(i) of this condition starts to run on the day the recorded/registered mail or notification of it is delivered to **Your** postal address.

6. **Requirements After Loss:**

   a.   On the happening of any loss or damage to **Your** property, **You** must, if the loss or damage is covered by the **Policy**, in addition to observing the requirements of Statutory Condition 9, (i) immediately give notice in writing to the **Insurer**, (ii) deliver as soon as practicable to the **Insurer** a proof of loss in respect of the loss or damage to **Your** property verified by statutory declaration (1) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed, (2) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as **You** know or believe, (3) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of **You**, (4) stating the amount of other insurances and the names of other insurers, (5) stating the interest of **Your** and of all others in that property with particulars of all liens, encumbrances and other charges on that property, (6) stating any changes in title, use, occupation, location, possession or exposure of the property since the **Policy** was issued, and (7) stating the place where **Your** property was at the time of loss, (iii) if required by the **Insurer**, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and (iv) if required by the **Insurer** and if practicable, (1) produce books of account and inventory lists, (2) furnish invoices and other vouchers verified by statutory declaration, and (3) furnish a copy of the written portion of any other relevant contract.

   b.   The evidence given, produced or furnished under subparagraph (a)(iii) and (iv) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. **Fraud:**

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under the Misrepresentation provision above invalidates the claim of the person who made the declaration.

8. **Who May Give Notice And Proof:**

Notice of loss under Statutory Condition 6(a)(i) may be given and the proof of loss under Statutory Condition 6(a)(ii) may be made (a) by **Your** agent if (i) **You** are absent or unable to give the notice or make the proof, and (ii) the absence or inability is satisfactorily accounted for, or (b) by a person to whom any part of the insurance money is payable, if **You** refuses to do so, or in the circumstances described in clause (a) of this condition.

9. **Salvage:**

   a.   In the event of loss or damage to the insured property, **You** must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the **Policy**, including, if necessary, removing the property to prevent loss or damage

Msft-Canada-Complete for Business for Windows 365-2.10.25

or further loss or damage to the property.

b.   **We** must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by **You** under subparagraph (a) of this condition.

10. **Entry, Control, Abandonment:**

After loss or damage to insured property, **We** have: (a) an immediate right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, and (b) after **We** have secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but (i) without **Your** consent, **We** are not entitled to the control or possession of the insured property; and (ii) without **Our** consent, there can be no abandonment to it of the insured property.

11. **In Case of Disagreement:**

a.   In the event of disagreement as to the value of insured property, the value of the property saved, the nature and extent of the repairs or replacement required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act of the applicable province or territory whether or not **Your** right to recover under the **Policy** is disputed, and independently of all other questions.

b.   There is no right to a dispute resolution process under this condition until (i) specific demand is made for it in writing; and (ii) the proof of loss has been delivered to **Us**.

12. **When Loss is Payable:**

Unless the **Policy** provides for a shorter period, the loss is payable within sixty (60) days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to **Us**.

13. **Repair or Replacement:**

a.   Unless a dispute resolution process has been initiated, **We**, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of **Our** intention to do so within 30 days after receiving the proof of loss.

b.   If **We** give notice under subparagraph (a) of this condition, **We** must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

14. **Notice Requirements:**

a.   Written notice to the **Insurer** may be delivered at, or sent by recorded/registered mail to, the chief agency/chief officer or head office of the **Insurer** in the applicable province or territory.

b.   Written notice to **You** may be personally delivered at, or sent by recorded/registered mail addressed to, **Your** last known address as provided to the **Insurer** by **You**.

Québec; New Brunswick

The present **Policy** was drafted and provided in English at **Your** request. **You** confirm that **You** were first provided with a French copy of the present **Policy**. It is the parties' express will that the **Policy** be drawn up in the English language and **You** confirm **Your** agreement to be bound by this English version of the **Policy**, including in respect of any discrepancies between the French and English version of this **Policy**.

La présente **Police** a été rédigée et fournie en Anglais à **Votre** demande. **Vous** confirmez que **Vous** avez préalablement reçu ou avez pu accéder à une copie de la **Police** en français. La volonté expresse des parties est que le **Police** soit rédigée et conclue dans la langue anglaise et **Vous** confirmez que vous acceptez d'être lié par cette version anglaise de la **Police**, y compris en ce qui concerne toute divergence entre la version française et la version anglaise de la **Police**.

Québec

The following disclosures are added to the "Complaints Procedure" section: If **You** remain dissatisfied with the manner in which **Your** complaint has been handled, or with the results of the complaint protocol, **You** may contact the **AMF** at:

Place de la Cité, Tour PwC
2640, boulevard Laurier,
Bureau 400
Québec (Québec) G1V 5C1
Québec City: 418-525-0337
Montréal: 514-395-0337
Toll-Free: 1-877-525-0337
Fax: 418-525-9512
Website: www.lautorite.qc.ca

Msft-Canada-Complete for Business for Windows 365-2.10.25