

Terms of Use

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Please read these Terms of Use carefully before you start to use the Website. By clicking that you accept or agree to the Terms of Use when this option is presented to you, you are indicating you accept and agree to be bound and abide by these Terms of Use and Westcon's Privacy Statement, found at www.westcongroup.com/sites/westcon-group-global/global/privacy-statement, incorporated herein by this reference. If you do not want to agree to these Terms of Use or Westcon's Privacy Statement, you must exit the Website.

Changes to the Terms of Use

Westcon reserves the right to make changes to these Terms of Use at any time, without prior notice. If you use the Website after Westcon posts a change, such use will indicate your acceptance of the change. If you do not accept the change, do not use the Website. You should check these Terms of Use periodically. Westcon also reserves the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. Westcon will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period.

Accessing the Website and Account Security

By using this Website, you represent and warrant that you are authorized to access the Website on behalf of your company or employer.

To access or utilize the Website, or certain features of the Website, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.

If you choose, or you are provided with, a user name, password or any other piece of information as part of Westcon's security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify Westcon of any unauthorized use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

From time to time, Westcon may restrict access to some parts of the Website, or the entire Website, to users, including registered users. Westcon reserves the right, in its sole discretion, to disable any user identification code or password, whether chosen by you or provided by us, at any time if in our opinion, you have failed to comply with any provision of these Terms of Use or are in breach of the Terms and Conditions of Sale posted on the Website.

Westcon does not represent that the Website is appropriate or available for use in every jurisdiction; access to the Website from locations where its contents are illegal is not authorized and is at your own risk.

Posting and Transmitting to a Site

Westcon will not treat information you post or transmit to the Website as confidential or proprietary, except as provided for in the Westcon Privacy Statement. By sending information to Westcon through the Website, you agree that Westcon may use that information for the purposes of processing and fulfilling product and service orders, and providing warranty and maintenance support, as well as for those purposes identified in the Westcon Privacy Statement.

Accuracy of Information and Disclaimer of Warranty

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Our Website may contain links to other websites. We accept no responsibility or liability for any content, functionality or services offered on or through any third party website that is linked from or to the Website.

Limitation of Liability

EXCEPT WHERE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL WESTCON, ITS AFFILIATES, SUBSIDIARIES OR EMPLOYEES OR REPRESENTATIVES HAVE ANY LIABILITY WITH RESPECT TO ANY CLAIMS OR DAMAGES (WHETHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE) AS A RESULT OF YOUR ACCESS OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE OR ITS CONTENT, FUNCTIONALITIES OR SERVICES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACCESS AND USE THE WEBSITE AT YOUR OWN RISK.

If the laws of your jurisdiction prohibit waivers of liability, in the event that we are found to be liable to you for any claims or damages, our liability shall in no event exceed the lesser of (i) one-hundred thousand U.S. Dollars (\$100,000.00), or (ii) the total purchase paid by you for all purchases made through the Website.

Ownership

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Online Purchases

All purchases through Westcon's Website made by you are governed by Westcon's Terms and Conditions of Sale, which are posted on the Website and hereby incorporated into these Terms of Use.

Indemnification

You agree to defend, indemnify and hold harmless Westcon, its affiliates and their respective officers, directors, employees, contractors, agents and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms of Use or your use of the Website, including, without limitation, any use of the Website's content, as well as any functionality or services offered on or through the Website, other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Choice of Law and Venue

These Terms of Use shall be governed by the laws and exclusive jurisdiction of the State of New York without regard to its conflicts of law principles. You agree that the state and federal courts located in New York City, New York, shall have sole and exclusive jurisdiction and venue over any matter arising out of this Agreement and each party hereby submits itself and its property to the venue and jurisdiction of such courts. You irrevocably waive any objection that it may now or hereafter have to the laying of venue of any such proceeding in such court, including any claim that such proceeding has been brought in an inappropriate or inconvenient forum. The UN Convention on Contracts for the International Sale of Goods does not apply. You expressly waive any right to a jury trial regarding disputes related to these Terms of Use.

Waiver and Severability

Failure by Westcon to enforce any provision of these Terms of Use shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Terms of Use. In the event that any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect.

Entire Agreement

These Terms of Use and Westcon's Privacy Statement, along with the Terms and Conditions of Sale, constitute the sole and entire agreement between you and Westcon with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.