

TD TaaS Programme - Terms and Conditions of Use

PLEASE READ THESE TD TAAS PROGRAMME - TERMS AND CONDITIONS OF USE CAREFULLY. BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE THAT YOU ARE AUTHORISED TO ACCEPT THESE TERMS AND CONDITIONS OF USE (INCLUDING THE DATA PRIVACY POLICY) BY THE ORGANISATION THAT YOU ARE REGISTERING AND THAT YOU AGREE THAT THE ORGANISATION YOU ARE REGISTERING ACCEPTS TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

1. Definitions

- 1.1 « **Reseller** » means any legal entity that uses the Platform and purchases Products and Services from Tech Data for resale to End-Users.
- 1.2 « **Tech Data's Standard Terms and Conditions** » means Tech Data's Standard Terms and Conditions of Supply which are available at <https://eu.techdata.com/terms-conditions>.
- 1.3 « **Funder** » means any legal entity able to provide financing solutions through the Platform to facilitate the subscription of Tech Data Products by Reseller's End-Users, including but not limited to government institutions, schools and higher education establishments. The financing solutions may include operational lease or financial lease.
- 1.4 « **TD TaaS Platform** » or « **Platform** » means the platform, available through InTouch or any other Tech Data group's platform, designed to enable the Reseller to participate in the TD TaaS Programme.
- 1.5 « **TD TaaS Programme** » ou « **Tech Data Tech-as-a-Service Programme** » means the programme designed by Tech Data Group under which the Reseller may use the Platform to introduce its End-Users to Funder(s), and, where funding has been arranged between the relevant End-User and the Funder (and subject to an agreement between the Funder and the End-User and, if applicable, between the Funder and the Reseller), order the Products and Services which would be purchased by the Funder and leased to the End-User via the Platform's Reseller Management Infrastructure too ("**RMI tool**").
- 1.6 « **Tech Data** » means Tech Data Nederland B.V., registered with the Trade and Companies Register of Bodegraven under no 30128649, having its registered office at Tolnasingel 2, 2411 PV Bodegraven, whose VAT number is NL005363184B01.

2. Preamble

- 2.1 These TD TaaS Programme - Terms and Conditions of Use (« **Terms** ») are the terms on which Tech Data provides its Resellers with its TD TaaS Platform (including any services, features, content and interfaces provided by Tech Data through the Platform), being stated however that what is not explicitly regulated by these Terms shall be regulated under Tech Data's Standard Terms and Conditions. In the event of conflict between these Terms and Tech Data's Standard Terms and Conditions, these Terms shall prevail when concerning the use of the Platform.
- 2.2 In order to create a user account and/or use the Platform, the Reseller shall have entered into a binding agreement with Tech Data which shall include an acceptance of these Terms as well as the Tech Data's Standard Terms and Conditions and, to the extent applicable, a legally binding agreement with the Funder. The Reseller shall also have a valid Tech Data customer account.
- 2.3 The Reseller shall print and keep a copy of these Terms for future reference. These terms are available in several languages. In the event of interpretation conflict, the English version shall prevail.
- 2.4 Tech Data may amend these Terms from time to time in order to reflect changes to the Platform and for legal, regulatory or security reason. Tech Data will notify Reseller of any such changes by email or as part of Reseller's login process.
- 2.5 In the event of questions, complaints or comments about the Platform or these Terms, please contact taas@techdata.nl.

3. Data Privacy

- 3.1 Both Tech Data and the Reseller will comply with all relevant local data protection and privacy law to which they may be subject at the relevant time. Reseller warrants that where Reseller is providing information on its customers and end users (together the "End-Users") into the Platform Reseller has their permission or another legal basis to do so. Please see Tech Data Privacy Policy at <https://www.techdata.com/privacy/> or see how Tech Data uses personal information that is uploaded to or otherwise entered on the Platform.

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4. The Platform

- 4.1** Tech Data grants the Reseller a non-exclusive, non-sublicensable and non-transferable right to access, use and interact with the Platform for its intended purpose during the term of this contract, subject to these Terms.
- 4.2** Tech Data will use commercially reasonable efforts to make the Platform available to the Reseller and exercise reasonable care in maintaining the Platform and ensuring that Products and Services information and pricing is complete and accurate, being provided however that the Platform may only entitle the Reseller to : (i) estimate the financing solutions conditions (duration, periodicity and lease amount) depending on the financing request, the Products and Services and the End-User profile ; (ii) download the contractual documentation to be entered between the End-User and the Funder and (iii) monitor the request progress and status.
- 4.3** Tech Data does not make any statement (express or implied) that the Reseller's use of the Platform will produce and/or generate any particular outcome (including in relation to volumes of Products and Services sales).
- 4.4** Tech Data is constantly looking for ways to improve and expand the Platform. Reseller agrees that Tech Data may do so at any time to the extent that it is not materially detrimental to Reseller's use of the Platform.
- 4.5** Tech Data is only making the Platform available to Resellers and Funders as an intermediary. The Reseller is responsible for communicating the offering, benefits and content of the Platform to its End-Users. The Reseller shall assume exclusive responsibility for the lawfulness of any arrangement entered into via the Platform. Tech Data expressly excludes any liability for this. Tech Data accepts no responsibility for, and shall have no involvement with any contact, commercial relationship, contractual relationship or other dealings a Reseller may have with a Funder introduced via the Platform. Tech Data shall not be liable to the Reseller and its End-Users for any loss or damage which the Reseller and/or the End-Users suffer in respect of the same.
- 4.6** Reseller agrees to compensate and defend Tech Data fully against any claims or legal proceedings (including any costs or losses Tech Data may incur or suffer related to these) brought against Tech Data by any other person in respect of any relationship or dealings the Reseller or its End-User may have with a Funder. Reseller agrees that Reseller or its End User will not involve Tech Data in any dispute between Reseller and/or its End-User and a Funder.

5. Registration

- 5.1** In order to use the Platform, Reseller is are required to be a registered user. In order to become a registered user, Reseller will be asked to set-up a password and username. Reseller is responsible for maintaining the confidentiality of its password and username and is responsible for all activities that are carried out under them. Tech Data will not be responsible for losses suffered by Reseller where its password or user name is used by someone else. Reseller agrees to notify Tech Data immediately by email to: taas@techdata.nl if the Reseller becomes aware of or suspects any unauthorized use of its password or username.

6. Reseller's use of the Platform

- 6.1** Reseller confirms and promises that:
- (a) all information and details provided by Reseller to Tech Data (including on registration, at the time of its request for financing solutions or with respect to its End-User) are true, accurate and up to date in all respects and at all times;
- (b) all Reseller's or End-User's information and details provided by Reseller to Tech Data have been legally collected and Reseller is authorized, as per any applicable Data Privacy laws and regulations, to share such information and details with Tech Data and any Funder;
- (c) Reseller will carry out such training and development as is required to ensure that all persons authorized by Reseller to operate the Platform shall have appropriate knowledge of its functionality and benefits and are able to provide a uniformly high standard of service and advice to End-Users;
- (d) Reseller will at all times comply with and ensure that anyone authorized by Reseller (including but not limited to its End-Users if applicable) to use the Platform will comply with the restrictions on the use of the Platform and as set out in these Terms;

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(e) Reseller will have, at any time, all authorization, approvals, permits, VAT number and any other registration formality made necessary by the competent authorities, and any other document or status made necessary by any applicable law. Reseller expressly agrees to compensate and defend Tech Data fully against any claims or legal proceedings (including any costs or losses Tech Data may incur or suffer related to these) brought against Tech Data as consequence of Reseller's breach of this paragraph (e), particularly in the event Reseller fails to comply with any applicable law, regulation, or directive.

6.2 Reseller agrees that it will not, and will ensure that anyone authorized by the Reseller to use the Platform will not:

(a) for the duration of these Terms sidestep and/or otherwise try to circumvent the Platform, use the Platform to perform End-Users credit checks and/or financing solutions offer simulations, and approach any Funder directly in respect of the Products and Services, unless otherwise expressly agreed by us in writing;

(b) use the Platform for any unlawful purpose, including (but not limited to) for money laundering or terrorism financing;

(c) use the Platform in any way that interrupts, damages, impairs or renders the Platform less efficient;

(d) impersonate any other person (living or dead), misrepresent Reseller's connection with a person or entity, or provide false or otherwise misleading information;

(e) transfer files that contain viruses, trojans or other harmful programs;

(f) authorise, encourage or assist any other person to, copy, modify, reverse-engineer, decompile, disassemble, alter or otherwise tamper with any software (including source code), databases and other technology that forms part of the Platform except to the extent that it is necessary for the purposes of integrating the Platform with the operation of other software or systems used by Reseller and Tech Data has refused to provide the necessary information or carry out the work for a reasonable commercial fee;

(g) access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Platform security measures;

(h) email, publish, submit or otherwise disseminate any content which is unlawful, defamatory, libellous, slanderous, obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or that is otherwise inappropriate; or

(i) submit personal data of Reseller's End-Users into the Platform without their prior permission or another legal basis to do so.

6.3 Without prejudice to the additional terms that may be defined by the Funders, each Products basket created on the Platform by Reseller shall include, at least, one (1) Product procured from Tech Data subject to Tech Data's Standard Terms and Conditions which are available at <https://eu.techdata.com/terms-conditions>, save where Tech Data has informed the Reseller in writing that it is unwilling or unable to supply. For the seek of clarity, it is specified that only new Products are part of the TD TaaS Programme. Used products and products from outlet or destocking shops or products with damaged packaging are excluded.

6.4 Reseller will, as soon as it become aware, notify Tech Data in writing of any dispute that has arisen in the relation to the condition of any Products ordered and supplied via the Platform.

6.5 Tech Data may monitor Reseller's use of the Platform to ensure that the usage rules set out in these Terms are being followed.

7. Rights Granted and Reserved

7.1 Reseller's use of the Platform and its contents grants no rights to Reseller in relation to Tech Data's intellectual property rights or intellectual property rights of third parties.

8. Fees

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- 8.1** The Platform is currently provided to Reseller by Tech Data free of charge, but Reseller acknowledges that Tech Data may charge Reseller for using the Platform in the future.
- 8.2** Where Tech Data intends to introduce charges for the use of the Platform, Tech Data will give the Reseller no less than thirty (30) days' written notice. If the Reseller does not wish to pay the charges, Reseller may cancel its subscription to the Platform by notifying Tech Data in writing no less than fourteen (14) days before the date on which the charges are to be introduced.
- 9. Term and Termination**
- 9.1** These Terms will begin on the date Tech Data sends an email to the Reseller confirming its subscription to the Platform and will continue until terminated in accordance with this clause 9.
- 9.2** Reseller or Tech Data may terminate these Terms for convenience at any time by giving each other thirty (30) days' notice in writing by email to its registered email address or by registered letter to its registered office address.
- 9.3** Tech Data may also immediately suspend Reseller's access to the Platform and/or terminate these Terms (in whole or in part) on notice to Reseller (which may be via email) if:
- (a) Reseller breaches any of its obligations or restrictions under these Terms and/or under Tech Data's Standard Terms and Conditions; or
 - (b) Reseller or any of its End-User breaches any of its obligations or restrictions under its Funder's agreement; or
 - (c) to the extent permitted by any applicable law, if insolvency proceedings are brought against Reseller, or if Reseller does not pay a court judgment on time, or if Reseller makes an arrangement with its creditors or if Reseller's assets are the subject of any form of seizure.
- 9.4** On termination:
- (a) any rights that have accrued to Reseller or to Tech Data at the date of termination will remain enforceable;
 - (b) Tech Data will stop providing access to the Platform and any related support services; and
 - (c) Reseller will stop using the Platform, save that Reseller may continue to access the RMI tool to manage existing customer arrangements for as long as such arrangements remain in force.
- 9.5.** Termination of these Terms shall not terminate or in any way otherwise affect any arrangement Reseller or End-User may have entered into with a Funder. To re-iterate, any such arrangement is a distinct and separate agreement to these Terms, and legally binding only between Reseller and a Funder and/or between End-User and a Funder.
- 9.6** In the event of Platform access suspension and/or termination of these Terms, Reseller may ask Tech Data by email through taas@techdata.nl for a report of financing solutions requests status sent before such a suspension or termination.
- 10. Limits on Tech Data's liability**
- 10.1** Tech Data accept liability for death or personal injury caused by Tech Data's negligence or that of its employees and agents. Tech Data does not seek to exclude liability for fraudulent misrepresentation by Tech Data or its employees or agents or for any liability that cannot be limited or excluded by law.
- 10.2 Tech Data is not liable to Reseller and End-Users for:**
- (a) any losses not caused by Tech Data's breach;
 - (b) any loss (whether direct or indirect) of profits, loss of revenues, loss of opportunity, loss of goodwill, loss of data or damage to reputation;
 - (c) any indirect or consequential losses; or
 - (d) any failure to provide the Platform or to meet any of Tech Data's obligations under these Terms where such failure is due to Reseller's breach or events beyond Tech Data's reasonable control.

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- 10.3** Tech Data's total liability to Reseller for any loss or damage howsoever arising out of or in connection with these Terms shall be limited to EUR 15,000 or any equivalent in local currency.
- 10.4** Tech Data is not responsible for, and disclaim any and all liability arising from/in connection with, any arrangement entered into between Reseller, its End-Users and any Funder, including without limitation, responsibility for:
- (a) its legality, quality, integrity, truthfulness, accuracy, or completeness;
 - (b) any statements, promise, assurances, warranties or other information made or given by Reseller or End-User to Funders.
- 10.5** Tech Data provides the Platform on an 'as-is' basis and does not guarantee that the Platform will be available or fault free and does not accept any liability for any errors or omissions. Save as set out in these Terms, Tech Data does not make any representation, warranties, conditions or endorsements of any kind whatsoever (express or implied) about the Platform or any messages and information sent from or through the Platform, including, but not limited to, any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose.
- 10.6** Tech Data may suspend or terminate the Platform (or Reseller's access to it) without notice or liability to Reseller at any time if Tech Data feel this is necessary (for example for maintenance or upgrades), but will make commercially reasonable efforts to notify Reseller of the same in advance.
- 10.7** While Tech Data takes reasonable precautions to prevent the existence of computer viruses and/or other malicious programs in the Platform Tech Data accepts no liability for them.
- 11. General**
- 11.1** Reseller agrees that as part of Tech Data's marketing and promotion of the Platform, Tech Data may publicly refer to Reseller (both orally and in writing) as being a user of the Platform.
- 11.2** Tech Data may transfer its rights or obligations or sub-contract its obligations under these Terms to another other legal entity. These Terms are personal to Reseller. Reseller may not transfer its rights or obligations under these Terms to anyone else.
- 11.3** These Terms constitute the entire agreement and understanding of Reseller and Tech Data relating to these Terms and supersedes any previous agreement or understanding between Reseller and Tech Data in relation to the same. Neither Reseller nor Tech Data have relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person that is not set out in these Terms.
- 11.4** If Tech Data delays exercising or fail to exercise or enforce any right available to Tech Data under these Terms, this does not constitute a waiver of that right or any other rights under these Terms. A waiver by Tech Data of any default shall not constitute a waiver of any subsequent default. No waiver by Tech Data shall be effective unless it is expressly stated to be a waiver and is communicated to Reseller.
- 11.5** If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.
- 11.6** These Terms are not intended to give rights to anyone except Reseller and Tech Data.
- 11.7** Tech Data will make commercially reasonable effort to resolve any disputes over these Terms. If Reseller wish to take court proceedings against Tech Data, Reseller must do so within the competent courts designated in the applicable Tech Data's Standard Terms and Conditions which are available at <https://eu.techdata.com/terms-conditions>. The law designated in the applicable Tech Data's Standard Terms and Conditions which are available at <https://eu.techdata.com/terms-conditions> shall also apply to these Terms.

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