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(as of 25 June 2020)

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Any changes we make to these Terms of Use will be effective immediately upon notice, which we may provide by any means including, without limitation, posting on this Website. Your continued use of this Website after such notice will be deemed acceptance of such changes. You should return to this Website periodically to ensure you are familiar with the most current version of these Terms of Use.

You may not interfere with the security of, or otherwise abuse this Website or any system resources, services or networks connected to or accessible through this Website. You may only use this Website for lawful purposes.

1. JURISDICTION

If you are residing in a jurisdiction that restricts the ability to enter into agreements such as set out in these Terms of Use, you may not enter into this agreement or use this Website.

Furthermore, if you are residing in a jurisdiction where it is forbidden by law to participate in the activities or services offered by this Website, you may not enter into this agreement or use this Website. By using this Website you are explicitly stating that you have verified in your own jurisdiction if your use of this Website is allowed.

We make no representation that materials in this Website are appropriate or available for use in all locations. Those who choose to access the Website do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

We reserve the right to limit the availability of the Website, materials, or other products described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion, and to limit the quantities of any such services, materials, or other product provided.

2. PRIVACY

Ingram Micro is committed to respecting the privacy of the Personal Data of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy practices and how we collect, use and disclose the Personal Data of those individuals who visit this Website. Please see our [Privacy Policy](#) for further information.

3. MEMBERS

In order to access and use certain services available on this Website, you must open and maintain an account (“**Account**”) with us. If you do not agree to these Terms of Use, you shall not have the right to use such services.

During the registration process we will collect Personal Data that may include (but is not limited to) your name, email address, password, and address. Your information may be used by us:



- to verify your eligibility to create and to maintain your Account and to use features of the Website limited only to registered users;
- to ensure that your Account, including your email, is unique;
- to enable us to provide certain security and privacy safeguards;
- to deal with security, debugging and technical support issues;
- to protect ourselves and others from abuse; and
- As permitted in our Privacy Policy.

All of the information you provide to us or that we collect from you in connection with your use of the Website will be governed by these Terms of Use and our Privacy Policy. You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we may terminate your Account and your ability to use this Website and, in our sole discretion, to report you to the appropriate authorities.

You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any reason in our sole discretion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Website via your username or password to any third person.

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

You acknowledge and agree that Ingram Micro is not responsible for the conduct of users in the interactive areas of Ingram Micro's websites. INGRAM MICRO SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, LIABILITY, CLAIMS, SUITS, COSTS, EXPENSES, DAMAGES (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, OR OTHER CAUSE OF ANY KIND BASED UPON OR RESULTING FROM ANY MATERIAL OR CONTENT POSTED IN THE INTERACTIVE AREAS OF INGRAM MICRO'S WEBSITES. You acknowledge and agree that you may be exposed to content that you may find offensive, indecent or objectionable and, that in such respect, you use Ingram Micro's websites at your own risk.

4. INGRAM MICRO'S ELECTRONIC COMMERCE OFFERINGS

The Website may also contain access to Ingram Micro's electronic commerce offerings (the "**Program**"). In addition to your agreement to these Terms of Use, by placing a purchase order using this Website you agree that Ingram Micro's **Sales Terms and Conditions** shall apply to the purchase order submitted.

You agree to appoint an administrator user ("**Administrator**") for the purpose of managing the user identifications and passwords of individuals who will be granted access to the Website. The Administrator's privilege is granted subject to you being fully liable towards Ingram Micro for any acts or omissions of the Administrator, the Authorized Users and any other person who has been granted access to the Site by the Administrator or obtained access to the Site through a Customer Identification (defined below) managed by the Administrator. You may replace an Administrator at any time provided you immediately inform Ingram Micro about the replacement and submit to Ingram Micro all required details of the new Administrator.

The Program allows the Administrator and your authorized users ("**Authorized Users**") to see Ingram Micro's prices, product inventories, and submit purchase orders electronically. You agree that the person using the Program address/password is an Authorized User and has the capacity and authority to place orders for Ingram Micro's products and services on your behalf. Program password security is your responsibility and you shall ensure that each Authorized User utilizes his/her own password issued by Ingram Micro once user's account have been setup by your web administrator through Ingram Micro Website.

In placing an order, you may utilize one or a combination of account name, account number and other forms of identification including password or other code issued to You (together and individually "**Customer's Identification**" or "**Customer Identification**").

You acknowledge that the Customer Identification will allow your Administrator and Authorized Users to place orders online and access confidential information relating to the Customer's statement of account with Ingram Micro, order history, view vendor pricelist, etc.



It is your responsibility to keep the Customer's Identification confidential. You have the sole responsibility for your Customer Identification. You shall immediately inform Ingram Micro in case of loss of password or in case of any abuse or attempted abuse of your password or other Customer Identification.

You agree that you are entirely responsible for use of Customer's Identification and that it is your responsibility to have in place security measures and procedures to ensure use of the Customer Identification only by authorized personnel for authorized purposes. You will be fully liable for any use of the Customer Identification by any former, present or future agent, representative, employee or any other person who has been given a Customer Identification. You will also be liable for any changes regarding the Authorized Users representing you.

You agree that any purchase order placed via the Program or other electronic means mentioning or utilizing Customer's Identification is a valid and binding purchase order submitted by You and, for the avoidance of doubt, the equivalent of a signed purchase order. Accordingly you agree that Ingram Micro is entitled to rely absolutely on any orders placed on the Program which have utilized Customer's Identification and to deliver as directed by such orders and invoice and be paid in respect of such orders.

You acknowledge that Ingram Micro cannot guarantee the security of the Internet and the possibility of interception or corruption of data transmitted from you to Ingram Micro using correct Customer Identification exist and that Ingram Micro is nonetheless entitled to rely on data transmitted in the form it is received at Ingram.

Information of stock availability and ETA (Estimated Stock Arrival) at Ingram Micro's Website during or after order submission by you are subjected to change without prior notice.

Any form of automated electronic or written notification sent to you in response to an order placed, setting out your order details submitted through Ingram Micro's Website, is purely a confirmation that Ingram Micro has received your order, and therefore such notification should not be construed as order acceptance. Any indication of delivery dates, stock availability, price and other details on such notification shall not be binding on Ingram Micro. Ingram Micro's sales team will contact you directly with regards acceptance of your order.

In case you want to keep a record of any purchase order placed via the Program, the order confirmation screen must be printed by you as otherwise an Ingram Micro invoice may be the only documentation provided by Ingram Micro for purchase and payment of Ingram Micro's products and services ordered via the Program.

If a credit or debit card is used to pay for orders on the Website through use of Customer Identification, you shall be fully liable for any loss or damage incurred by Ingram Micro if such card has been used fraudulently. Any credit or debit card order processed on the Website using a Customer Identification granted by the Administrator will be deemed as having been submitted by the Authorized User logged on to the Website at the time of the card payment, and you shall be fully liable and without any redress to Ingram Micro.

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You are responsible for all costs and charges, including without limitation, phone charges and telecommunications equipment, incurred in order to use the Program.



5. CODE OF CONDUCT

You are solely responsible for the content of any communications by you with third parties, including any communications about, concerning or through this Website.

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of Ingram Micro's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use. Ingram Micro may, without notice, temporarily suspend your, or any other party's access to this Website, (including, without limitation, any specific areas hosted within this Website) by deactivating any password(s) or links to the Internet if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as Ingram Micro may in its sole discretion determine is necessary to permit the thorough investigation of such suspended activity.

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Any sweepstakes, contests, and games that are accessible through this Website are governed by specific rules. By entering such sweepstakes or contests or participating in such games you will become subject to those rules. We urge you to read the applicable rules, which are linked from the particular activity, and to review our Privacy Policy which addresses our commitments in respect of the information you submit in connection with such sweepstakes, contests, and games. These promotions may be administered by third parties and additional terms and policies may apply to specific promotions.

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You agree to, upon request, defend, indemnify and hold harmless Ingram Micro, its affiliates, and their respective directors, officers, employees, shareholders, partners, or agents from any and all liabilities, claims, demands, losses and expenses, including attorneys' fees, which arise directly or indirectly from, or relate to: (1) any breach of these Terms of Use for which you are responsible; (2) any User Materials submitted by you or through your Account; or (3) your use of this Website or transmission of any materials or other content through this Website. We reserve the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such matter without our prior written consent. This indemnification section will survive any termination or expiration of these Terms of Use.

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