

WestconGroup™

Terms of Use

Instructions

- A) Please provide ALL the company information required at the bottom pages of this application and sign.
- B) For Resellers within the USA fax the completed forms to 914-829-7183. Resellers within Canada please fax to: 800-809-4846.
1. **Limitation on Use:** Customer will have a non-exclusive right to use Westcon's COMPASS E-Commerce system and the information contained on COMPASS E-Commerce ("Information") for Customer's business purposes, without charge. This right may be terminated at anytime by Customer or Westcon. Customer acknowledges that Customer does not own and is not entitled to sell, transfer or assign COMPASS E-Commerce or the Information. Customer is entitled to download one copy of the Information.
 2. **Compliance with Law:** Customer acknowledges and agrees that COMPASS E-Commerce and the Information may be covered by laws and regulations concerning copyrights, patents and export restrictions and Customer agrees to abide by all applicable laws and regulations. Reproduction and use of any portion of the Information supplied on this database is permitted solely for authorized resellers in the promotion of Westcon and the OEM's products and services. All sales are subject to Westcon's "Terms and Conditions of Sale".
 3. **Revisions:** The Information and Terms of Use may be changed at anytime without notice to Customer and Customer agrees to be bound by the most current Terms of Use. Prices quoted do not include shipping and insurance charges and applicable taxes.
 4. **Disclaimer:** Customer's use of COMPASS E-Commerce and the Information is at Customer's sole risk. WESTCON DOES NOT WARRANT THAT THE INFORMATION IS ACCURATE, COMPLETE OR CURRENT. WESTCON WILL NOT BE RESPONSIBLE FOR TYPOGRAPHICAL OR OTHER ERRORS OR OMISSIONS REGARDING THE PRICES OR OTHER INFORMATION SUPPLIED ON THIS DATABASE. Prices are subject to change without notice. Westcon makes no representation as to the contents of any websites that are linked to COMPASS E-Commerce. THE INFORMATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
 5. **LIMITATION OF LIABILITY:** IN NO EVENT WILL WESTCON, ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS AND EMPLOYEES HAVE ANY LIABILITY TO CUSTOMER OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, COMPENSATORY, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR OTHER DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR BUSINESS FOR ANY CLAIM OR LOSSES CAUSED BY ANY ACT, ERROR, DELAY OR OMISSION OF WESTCON, REGARDLESS OF THE THEORY OF LIABILITY ALLEGED OR WHETHER THE CLAIM IS BASED UPON CONTRACT, TORT, BREACH OF STATUTORY DUTY, INDEMNITY, CONTRIBUTION OR OTHERWISE.
 6. **Trademarks:** All brand and product names are trademarks or registered trademarks of their respective companies.
 7. **Non-Disclosure.** Customer agrees that during the term of this Agreement and for a period of three (3) years thereafter, Customer will not disclose, and Customer will use reasonable care to prevent the disclosure of, the Information provided to Customer hereunder. Customer will not sell, assign, transfer, release or otherwise disclose the Information without the prior written consent of Westcon. Customer agrees to use the Information only in the manner described in the COMPASS E-Commerce website. Customer agrees to provide the Information only to Customer's employees on a need to know basis. Customer's obligations hereunder will not apply to Information that is generally known to the public.
 8. **Indemnity.** Customer agrees to indemnify, defend and hold Westcon harmless from any loss caused by Customer's breach of this Agreement.
 9. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, other than conflicts.

ACCEPTANCE: Customer acknowledges receipt and acceptance of Westcon, Inc.'s Terms of Use.

Signature: _____ Title: _____

Print Name: _____ Date: _____

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User Profile Form

All fields on this document are required for registration. For all questions please contact : Sabrina DeSantis 1877-800-7224

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Gold - User will be able to view custom pricing, availability and order-tracking information for the company (*No ordering capability*). **Platinum** - Same as gold and the ability to place orders and RMA's on-line.

* **Login** names must be unique, **Passwords** may be the same.
Both LOGIN and PASSWORD must be a **minimum of SIX** characters.

Full Name:	Phone:	Level of Service
Title:	*Login:	Gold:
E-mail:	*Password:	Platinum:

Full Name:	Phone:	Level of Service
Title:	Login:	Gold:
E-mail:	Password:	Platinum:

Full Name:	Phone:	Level of Service
Title:	Login:	Gold:
E-mail:	Password:	Platinum:

Full Name:	Phone:	Level of Service
Title:	Login:	Gold:
E-mail:	Password:	Platinum: