

Terms of Use

These Terms of Use (“TOU”) is a legal contract between HP India Sales Private Limited (“Company”) and the entity or person (“Customer”/ “You”/ “Your”) who access or uses the <https://www.hpconnect.in> (“HP Connect”/ “Website”) and governs Your use of the Website.

This TOU constitutes an electronic record in accordance with the provisions of the Information Technology Act, 2000, as amended from time to time.

Your use/access/browsing of the Website through any means or Your registration on the Website shall signify Your acceptance of this TOU and Your agreement to be legally bound by the same. If you do not agree with this TOU or the [Privacy Policy](#), please do not use the Website.

Company may, in its sole and absolute discretion, change these TOUs (including any other links that are referenced) from time to time. Company will post notice of such changes on the Website as applicable. If You object to any such changes, Your sole recourse shall be to cease using the Website. Continued use of the Website following notice of any such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the modified terms and conditions.

The Company will collect certain personal information about You in connection with Your access and use of the Website. Company's use of such information is governed by the provisions of the [Privacy Policy](#), which is deemed incorporated in this TOU and forms part of this TOU.

Service:

The Website offers You an experience of HP’s product and service offerings (“Services”). It provides a suggestive pricing of the Services. If You are interested in purchasing the Services, You may register on the Website and HP shall connect You with an HP Authorized Reseller. The terms of purchase of Services are solely between You and the HP Authorized Reseller, including finalization of the prices and terms of sale. HP shall have no role, liability and obligation in this regard. HP may reach out to You to provide a confirmation once the sale has been completed. The Company does not pre-screen the information provided by You and is in no manner privy to the terms of the contract of sale and/ or any transaction between You and the HP Authorized Reseller. You acknowledge that the Services may be accessible by other entities and the Company makes no promise of exclusivity.

HP Authorized Resellers may provide offers, promotions, discounts etc., on the Services. The terms and conditions pertaining to such offers will be solely decided by that HP

Authorized Reseller, who will also solely be responsible for any disputes regarding such offers. The Company shall have no liability in this regard.

HP Authorized Resellers are independent third-party entities operating independently from the Company. These HP Authorized Resellers are neither employees, agents, representatives, nor partners of the Company, and no employer-employee, principal-agent, joint venture, or partnership relationship exists between the Company and any HP Authorized Reseller. The Company is not responsible or liable for any acts, omissions, representations, warranties, commitments, or agreements made by these HP Authorized Resellers. Furthermore, the Company expressly disclaims any liability for any loss, damage, or dispute arising from Your dealings with HP Authorized Resellers, including but not limited to product quality, pricing, delivery, or after-sales support. You are advised to conduct their own due diligence when engaging with HP Authorized Resellers and to refer to the HP Authorized Resellers directly for any issues or queries related to their transactions.

Account creation:

Whenever you provide the Company with any information for registration, you agree to: (a) provide true, correct, complete, and accurate information; (b) maintain and promptly update such information to keep it true, complete, and accurate. To register an account, you may also be asked to choose a password and a username. Your username and password are personal to you and is not to be shared with anyone else. You are responsible for taking reasonable steps to maintain the confidentiality of the password and account, and You are fully responsible for all activities that occur under your password or account identification, except where the Company has otherwise experienced a security or data breach which has resulted in the unauthorized distribution or use of your password or account. You agree to immediately notify the Company of any unauthorized use of Your password or account or any other breach of security to the extent that such information is known to you. Without limiting any rights which the Company may otherwise have, the Company reserves the right to take the following actions, as it deems necessary or reasonable, to ensure the security of the Website and your account, terminating your account, changing your password, or requesting additional information, to the extent permitted by law, to authorize transactions on Your account. Notwithstanding the above, except where the Company is responsible for a previous breach of your information which has resulted in the following circumstances, the Company may rely on the authority of anyone accessing Your account or using Your password and will not be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of the Company under this provision, (ii) any compromise of the confidentiality of Your account or password and (iii) any unauthorized

access to Your account or use of your password. You may unsubscribe from the email if you wish to opt out of the email subscribing list.

Your Obligations:

Persons who are "competent " to contract within the meaning of the Indian Contract Act, 1872 shall be eligible to register on the Website. The Company will not be responsible for any consequence that arises as a result of misuse of any kind of the Website by Your usage. You warrant that all the data provided by You while registering on the Website is current, accurate and complete. The Company reserves the right to terminate Your registration and / or refuse to provide You with access to the Website if it is discovered that You are under the age of eighteen (18) years or is otherwise not competent to contract or any information provided by You is inaccurate. You acknowledge that the Company does not have the responsibility to ensure that You conform to the aforesaid eligibility criteria. It shall be Your sole responsibility to ensure that You meet the required qualification.

Your personal and non-commercial use of t Website shall be subjected to the following restrictions:

- You will not: (a) copy, modify, or create a derivative works of the Website; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source codes/ object codes/ other parts of the Website; (c) duplicate any portion of the Website or otherwise impersonate, web-scrap or use technology to extract data/ content from the Website; (e) or remove any copyright, trademark registration, or other proprietary notices from the Website.
- You will not use the Website for purposes that are not expressly permitted by: (i) this TOU; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdiction.
- You will not: (a) use this Website or any part thereof for commercial purposes of any kind, or (c) use the Website in any way that is unlawful or harms the Company or any other person or entity as determined by the Company.
- You should not commit any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of the Company or anyone else.
- Intentionally or unintentionally interfere with, or disrupt with the security of, or gain unauthorized access to user accounts, passwords, servers, or networks connected to or accessible through the Website, or otherwise cause harm to Company, the Website or potentially expose them to liability or restrict or inhibit anyone's use or enjoyment of the Website

- You should not provide, or contribute any false, inaccurate, or misleading information. If any third party, including any competent authority, informs the Company, or if Company suspects that You are in violation of any of the above restrictions or this TOU, Company reserves the right to examine Your use of the Website. On such examination, if Company finds any such violation, Company reserves the right to terminate this TOU and registration on the Website and discontinue Your usage with immediate effect.

Further, You acknowledge and agree that:

- The Services are not a marketplace, and any contract of sale made through the Services is directly between You and the HP Authorized Reseller.
- Your organization is validly existing and in good standing as per the applicable laws (including but not limited to obtaining and complying with the requirements of any license or permit that may be necessary) in Your use of the Service and Your performance of obligations under this TOU.
- All the information entered by You is correct to the best of Your knowledge and belief.
- You are solely responsible for the Services that You may purchase from the HP Authorized Reseller (including description, price, fees, taxes that you calculate, defects, required legal disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations.
- You will not use the Website for any illegal, harmful or unauthorized purpose, nor will You violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to You in Your jurisdiction, or the laws of India.

Disclaimers:

In the preparation of the Website, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. The Company disclaims any responsibility for any errors and inaccuracy of the information that may be contained on the Website. Company also reserves the right and discretion to make any changes/corrections or withdraw/add the contents at any time without notice. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Some of the information/ content on this Website is supplied by independent third parties. The Company makes no warranty as to the accuracy of any such information and hereby disclaims all liability for any third-party-supplied information. In respect of such information/

content supplied by independent third parties, HP is merely a publisher of such curated content and will take down the content if it violates any law or third-party rights.

THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU.

THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

To the extent the Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the amount of The Company's liability shall be limited to the minimum amount permitted under such applicable law.

You acknowledge that usage of this Website is done at your own discretion and risk and that You will be solely responsible for any damage to your computer system, or any other hardware and / or software and/or device, including loss of data or effect on the processing speed, resulting from Your use of the Website and contents or download thereof

Limitation of Liability:

IN NO EVENT WILL ANY OF THE PARTIES BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR (B) DIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES), ARISING OUT OF OR IN CONNECTION WITH THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEBSITE), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF ANY PARTY HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION DOES NOT LIMIT ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

Indemnification

You agree to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (i) Your violation of this TOU; and/or (ii) a demand, action or claim made by any third party in relation to Your use/access this Website; and/or (iii) Your unauthorized use of the Website; and/or (iv) Your

violation of any law, rules or regulations; (v) and/or the infringement or breach by You of the rights of any third party. Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with the Company's defense of such claim.

Injunctive Relief:

In the event of Your breach of this TOU, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company, therefore, shall be entitled in such event to obtain an injunction or other equitable relief in the event of such a breach or anticipated breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies under law or contract.

Use of the Website:

Although the Website may be accessible worldwide, the Company makes no representation that the Website and the content is appropriate or available for use in locations outside India. Those who choose to access the Website from other locations, can do so on their own initiative and at their own risk. If You choose to access the Website from outside India, you are responsible for compliance with local laws in your jurisdiction. Any offer and/or information made in connection with the Website is void where prohibited.

Intellectual Property Rights:

Copyright and other intellectual property rights on the Website and all of its features and functionality including, without limitation, all information, content, software, code, displays, graphics, design, materials, selections, arrangements, trademarks, and trade names, contained on the Website are proprietary property of the Company or its licensors ("Proprietary Information"). All trademarks and trade names displayed on the Website are trademarks of HP and/or its licensors. Notwithstanding anything in this TOU, You may not use such Proprietary Information without the prior written permission of the Company.

Subject to Your compliance with the provisions of this TOU, the Company hereby grants You a limited, non-exclusive permission to access and to use this Website. You agree that the Proprietary Information is the sole property of HP and is protected by the applicable laws. Except as expressly granted by this TOU, nothing on the Website shall be deemed to confer a license, assignment or any other right, interest or title to the Proprietary Information belonging to the Company in favour of You.

You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website. The Company

claims no ownership interest in any third-party content and expressly disclaims any liability concerning those materials.

The Company respects the intellectual property rights of others and asks You to do the same. The Company may, in appropriate circumstances and at our discretion, terminate the access to the Website for users/ You who infringe the intellectual property rights of others.

Force Majeure:

The Company shall not be liable for any failure and/or delay on their part in performing any of its obligation under this TOU and/or for any loss, damage, costs, charges, and expenses incurred and/or suffered by You by reason thereof if such failure and/or delay shall be result of or arising out of Force Majeure Event set out herein. Explanation: "Force Majeure Event" means any event due to any cause beyond the reasonable control of HP, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake ,explosion, acts of God, civil commotion, pandemic, epidemic, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions breakdown and/or hacking of this Website.

Governing Law and Jurisdiction:

This TOU shall be governed by the laws the laws of India. All disputes with respect to any matter arising from or in connection with this TOU or the Website shall be conducted exclusively before the Courts at Bangalore, India and You agree to submit and be subject to exclusive jurisdiction of the courts of Bangalore.

Grievance Redressal

Any complaints, abuse, copyright infringement notices or concerns with regards to the use of this Website, including copyright infringement, processing and disclosure of Information provided by You or breach of this TOU or any applicable law should immediately be informed to the designated Grievance Officer mentioned below:

Name: Saurabh Panday

Address: HP India Sales Pvt Ltd 2Fl, 24 Salapuria Arena, Hosur Main Road, P.C 560030
Bangalore Karnataka

Email address: solutions@hpconnect.in

Miscellaneous

The failure of the Company to exercise or enforce any right or provision of These Terms shall not constitute a waiver of such right or provision.

If any provision of These Terms is found by a court of competent jurisdiction to be invalid, You nevertheless agree that the court should endeavor to give effect to the intentions of the Company and You as reflected in the provision, and that the other provisions of this TOU remain in full force and effect.

The section titles in the TOU are for convenience only and have no legal or contractual effect.

This TOU shall remain in full force and effect notwithstanding any termination of Your use of the Website.

This TOU will be interpreted without application of any strict construction in favor of or against You or the Company.

The communications between the Company and You will be sent and received electronically. When You use the Website and provide any information on the Website; or when You click any of the buttons available on the Website; or when You send an e-mail to the Company, You are communicating with the Company through electronic records. You hereby consent that such electronic records, whether sent by You or automatically generated by the computer system when You click on any of the buttons available on the Website, shall be deemed to be communications sent in writing by You. You agree that all electronic communication between the Company and You satisfies any legal requirements that such communications be in writing.

You acknowledge that solely Your access to the Website does not make You an employee or agency or partnership or joint venture or franchise of the Company.

All notices to HP should be in writing and shall be made via e-mail to solutions@hpconnect.in or such other email address as notified here by the Company and all notices to You shall be made via e-mail to the e-mail address You provide at the time of Your registration]

This TOU, together with the other documents/ links provided herein, constitute the entire agreement between You and the Company concerning the Website.

Rights and obligations under the TOU which by their nature should survive will remain in full effect after termination.