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BY USING THIS SITE, YOU CONFIRM THAT YOU ACCEPT THE TERMS OF THIS POLICY AND THAT YOU AGREE TO COMPLY WITH THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT USE OUR SITE.

ABOUT US

<https://www.westconcomstor.com/ssa/en/our-value/partner-central.html> is a site operated by Westcon International Limited ("We", "us", "our") together with our subsidiaries and affiliates. We are registered in England and Wales under company number 04411310 and have our registered office at Merchant's House, Wilkinson Road, Love Lane Industrial Estate, Cirencester, Gloucestershire, GL7 1YG.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy and Cookie Policy
<https://www.westconcomstor.com/uk/en/legal/privacy-policy/english.html> which set out how we will use your personal information.
- Purchase of goods from our site are governed by our Terms and Conditions of supply
<https://www.westconcomstor.com/uk/en/legal/terms-and-conditions.html> which will apply to all sales.
- Additional terms for Cloud Services in our Cloud Service Reseller Addendum
<https://www.westconcomstor.com/uk/en/our-value/digital-distribution/BlueSky/enrol-intro/enrol-step-2.html>

Notwithstanding the foregoing, the terms of this policy do not apply if you have entered into separate terms with us, in which case those terms shall prevail to the extent they are not otherwise addressed and further provided that the existing terms have not expired or otherwise been terminated.

WE MAY MAKE CHANGES TO THE TERMS OF THIS POLICY

We may amend this policy from time to time. Please check this policy to ensure you understand the terms that apply each time you use our site.

ACCESSING THIS WEBSITE

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

USING OUR SITE AND CONDITIONS OF YOUR ACCOUNT

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify us of any unauthorized use of your username 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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at <https://www.westconcomstor.com/global/en/contact-us.html>.

From time to time, we may restrict access to some parts of the site, or the entire site, to users, including registered users. We reserve the right, in our 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 this policy or are in breach of the Terms and Conditions of Sale posted on the site.

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

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

POSTING AND TRANSMITTING TO THIS SITE

Westcon will not treat information you post or transmit to this site as confidential or proprietary, except as provided for in our Privacy Statement. By sending information to us through the site, you agree that we 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 our Privacy Statement.

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PROHIBITED USES

You may use our site for lawful purposes only. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

BREACH OF THIS POLICY

When we consider that a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this policy constitutes a material breach of the terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Issue legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of this policy. The actions we may take are not limited to those described above and reserve the right to take any other action we reasonably deem appropriate.

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

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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 GBP (£100), or (ii) the total purchase paid by you for all purchases made through the site.

WAIVER AND SEVERABILITY

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

ENTIRE AGREEMENT

With respect to your use of this site, this policy supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

GOVERNING LAW AND JURISDICTION

The terms of this policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

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