



Terms of use e-Store

1 Introduction

- 1.1 These e-Store terms of use (the “Terms”) shall govern the use of the e-commerce platform (the “e-Store”) and any hardware, software and/or services (“Products”) ordered and purchased through the e-Store (“Orders”) and are binding and enforceable against every person that accesses or uses the System (“You”, “Your” or “User”) including each User who registers to purchase Products (“Registered Users”). By using e-Store, You are explicitly acknowledging that You have read, understood and agree to be bound by the Terms. If You disagree with the Terms, You should not use our System.
- 1.2 The e-Store, which includes the purchasing platform, is owned by and operated by or on behalf of NTT Netherlands B.V., a company registered in the Netherlands under registration number 08051702, having its principal place of business at Veemweg 23-25, 3771 MT Barneveld (“NTT NL”, “We”, “Us” or “Our”). The Terms apply to Products ordered from the e-Store and are binding and enforceable against You and every Registered User. The Terms shall also apply to contracts for the repair, maintenance, testing, placement into service, and refurbishment of the corresponding Orders in the e-Store, insofar as these do not fall within the applicable scope of a separately concluded agreement negotiated between You and NTT NL (together, the “Parties” to these Terms).
- 1.3 Should You have an existing and still current agreement with NTT NL, such as a Master Supply Agreement or similar, the terms of that existing agreement shall take precedence over the e-Store Terms in the event of a conflict, ambiguity or omission in the Terms. In the absence of any prior written agreement between You and NTT NL, the Parties acknowledge and agree that all quotes (“Quotations”) and/or Orders and the delivery and receipt of the Products to be provided hereunder shall be governed by these Terms and NTT NL’s Standard Terms and Conditions. These terms and conditions are published on the website <https://hello.global.ntt/en-us/legal/termsand-conditions>. NTT will send You NTT NL’s General Terms and Conditions upon request.

2 General

- 2.1 These Terms govern the ordering, delivery and use of Products made available on the e-Store (the “Services”). You as User and NTT NL agree that Orders provided to NTT NL are exclusively for the purpose of confirming Your purchase of the specified Products and the price thereof.

3 Registration

- 3.1 Only Registered Users may order and purchase the Products on this Platform.
- 3.2 To become a Registered User, You shall be required to provide certain information and personal details to NTT NL to enable us to create a User account.
- 3.3 You agree to provide accurate and complete information upon creation of an account, and You further agree to update Your information, from time to time, in order to keep it accurate, current and complete.
- 3.4 For security purposes You shall not be allowed to access Your account to purchase Products if You fail to enter the correct username and password. You are responsible for ensuring the confidentiality, security and integrity of Your username and password.
- 3.5 You agree that, once the correct username and password relating to Your account have been entered, irrespective of whether the use of the username and password is unauthorised or fraudulent, You shall be liable for payment, in accordance with the applicable payment terms, of any Orders made, save where the Order is cancelled by You in accordance with these Terms.
- 3.6 You agree to notify NTT NL immediately in the event that You become aware of or reasonably suspect that there is unauthorised access to Your account or use of Your username or password and You agree to take steps to lessen any resultant loss or harm.
- 3.7 If a User account is created in order to purchase Products on behalf of an organisation or company, such User is agreeing to these Terms for that organisation or company and warrants that he/she has the necessary authority to bind that organisation or company to these Terms. In such case “You” and “Your” shall refer to that organisation or company.
- 3.8 You agree that You shall not in any way use any device, software or other instrument to interfere, or attempt to interfere, with the proper working of the e-Store or any information contained in the e-Store. In addition, You agree that You shall not use any robot, spider, other automatic device, or manual process, to monitor, copy, distribute or modify the e-Store or Platform, or the information contained therein, for any reason whatsoever.
- 3.9 You may not use the e-Store to distribute material, which is defamatory, offensive, contains, or amounts to, hate speech, or is otherwise unlawful.
- 3.10 You may not display, publish, copy, print, post or otherwise use the e-Store, nor the information contained therein, without the express prior written consent of an authorised NTT NL representative.
- 3.11 To the extent You provide any data or information concerning Yourself as part of becoming a Registered User or purchasing and using Products (“Submitted Information”), such as address, telephone numbers (including mobile), email addresses, and information such as trade references, You represent and warrant that such Submitted Information is true, correct, and current, and that You have the right to possess and use all such Submitted Information. With respect to any Submitted Information relating to the Products, You have the sole

responsibility for the accuracy, quality, completeness, appropriateness, and intellectual property ownership of, as well as any data protection obligations arising from, all such Submitted Information. By providing Submitted Information to us, You represent and warrant that the Submitted Information is not consumer information and relates to a business, and that such submission is accurate to Your best knowledge, not confidential, and not in violation of any laws, rules or regulations, contractual restrictions, or other third party rights. In addition, NTT NL is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Submitted Information. You hereby grant to NTT NL a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicensable, fully paid up and royalty-free right to copy, distribute, publish, remove, retain, add, and use in any way known now or discovered in the future, anything that Submitted Information, without any further consent, notice and/or compensation to You or any third Parties.

- 3.12 To the extent You upload, submit or otherwise provide information to us, other than Submitted Information, which relates to Your customers', prospects, or vendors in connection with the Products (the "Customer Data"), You represent and warrant that You have all requisite rights and permissions so to do. For the avoidance of doubt, trade reference data and other information You provide in connection with Your use of any Products relating to Your own business (including any online business directory) are not included within the definition of Customer Data. You hereby grant NTT NL a license to store and use the Customer Data for the purposes of providing the applicable Products to You. You shall fully indemnify and hold NTT NL, its licensors and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including lawyers' fees and costs) arising out of or in connection with a claim alleging that the provision of the Customer Data to NTT NL infringes the rights of, or has caused harm to, a third party.

4 Quotations and purchases

- 4.1 Quotations are valid for seven (7) days from the date shown on the Quotation. Quotations are issued errors and omissions excepted. Quotations are exclusive of Value Added Tax or any other Duties, Levies & Taxes.
- 4.2 Registered Users may place Orders for Products. You bindingly order the Products in the shopping cart by clicking the "Place Order" or "Finalize and Send" button at the end of the ordering process. NTT NL shall notify You whether an order has been accepted or declined via the email address provided to NTT NL upon registration.
- 4.3 The pricing is based on the discount and list prices afforded to NTT NL by Manufacturer or other Supplier and is subject to change at the Third Party service providers' discretion. In the event of any such changes to either the list prices or the discounts available, NTT NL reserves the right to update relevant quotations in line with such changes.

5 Use of the e-Store

- 5.1 The e-Store may only be used by You as part of Your commercial or public service activity. The goods purchased are not consumer goods intended for resale.

6 Your Representations and Warranties; Indemnification

- 6.1 In addition to representations and warranties you have made elsewhere in these Terms, you represent and warrant that (i) you possess the legal right and ability to enter into these Terms and to comply with these Terms and are duly authorized to act for any business on behalf of whom you are acting when interacting with us or as to whom you are providing Submitted Information; and (ii) you will cooperate with and provide all necessary information and resources to assist us in providing the Products to you and, where obsolete versions of Software are no longer being supported by us, that you will upgrade your hardware and/or software, at your own expense, in order to maintain compatibility with a supported version of the applicable Software.
- 6.2 In addition to the indemnification obligations set forth elsewhere in these Terms, you agree to indemnify, defend and hold harmless NTT NL, and our respective directors, officers, shareholders, employees and agents (collectively, the "Indemnified Parties"), at your expense, against any and all claims, actions, proceedings, and suits and all related liabilities, losses, damages, judgments, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable lawyers' fees and other dispute resolution expenses) ("Claim") incurred by any Indemnified Party arising out of or relating to your (i) violation or breach of any of these Terms or any policy or guidelines referenced herein (including your unauthorized use or distribution of the Products), (ii) your violation of any law, rule, regulation or rights of others in connection with your use of any Products, or (iii) infringement, violation or misappropriation of any copyright, trade secret, or any other intellectual property rights or the violation of any property or privacy right of any third party through your use of the Submitted Information and Customer Data or the provision thereof to NTT NL in accordance with these Terms.

7 Disclaimer

- 7.1 NTT NL shall take reasonable steps to ensure that the content of the e-Store is accurate and complete, however NTT NL makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the e-Store or as to the accuracy, completeness or reliability of any information on the e-Store.

- 7.2 In addition to the disclaimers contained elsewhere in these Terms, NTT NL also makes no warranty or representation, whether express or implied, that the information or files available on the E-Store are free of viruses, spyware, malware, Trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of NTT NL, its employees, agents or authorised representatives. NTT NL thus disclaims all liability for any damages, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the e-Store.
- 7.3 By using the e-Store you warrant that you are 18 (eighteen) years of age or older and of full legal capacity. If you are under the age of 18 (eighteen) or if you are not legally permitted to enter into a binding agreement, then you may use the e-Store only with the involvement and supervision of your parent or legal guardian. If your parent or legal guardian supervises you and gives his/her consent, then such person agrees to be bound to these Terms and to be liable and responsible for you and all your obligations under these Terms.

8 Linking to third party service providers

- 8.1 This e-Store may contain links or references to other service providers ("Third Party service provider") which are outside of our control, including those of advertisers, distributors, Manufacturers and technical support providers. These Terms do not apply to those Third-Party service providers, and NTT NL is not responsible for the practices and/or privacy policies of those Third Party service providers.
- 8.2 All use of Third Party service providers is entirely at your own risk and NTT NL shall not be responsible for any loss, expense, claim or damages, whether direct, indirect or consequential, arising from your use of such Third Party service providers or your reliance on any information contained thereon.

9 Miscellaneous

- 9.1 If a provision of these e-Store Terms and Conditions is or becomes invalid, this shall not affect the other provisions.
- 9.2 Termination of an Order or one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the other provisions of these Terms, which are intended to continue to have effect after such termination.
- 9.3 Each Order incorporating these Terms shall form a separate agreement between the parties and shall constitute the entire agreement between the parties regarding the subject matter thereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not stated in these Terms.

10 Change of Terms

- 10.1 NTT NL may, in its sole discretion, change any of these Terms at any time. It is your responsibility to regularly check these Terms and make sure that you are satisfied with the changes. Should you not be satisfied, you must not place any further Orders on, or in any other way use, your account.
- 10.2 Any such change shall only apply to your use of this eStore after the change is displayed on the e-Store. If you use the e-Store after such amended Terms have been displayed on the e-Store, you shall be deemed to have accepted such changes.

11 Governing law and jurisdiction

- 11.1 These Terms and the relationship between you and NTT NL and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with Dutch law and the Parties agree to submit to the exclusive jurisdiction of the Dutch Courts in Midden-Nederland who shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms.