

TERMS AND CONDITIONS OF USE FOR ALEF CSP PLATFORM

This section indicates the conditions under which Alef Distribution RO SA allows the use of the site by potential visitors or customers. By accessing and browsing this site, you accept *de facto*, the conditions of use described below.

1. The user agrees to use the services and information presented on our site only for legal purposes. The user undertakes:
 - a. to not change, distribute, transmit, display, publish, reproduce, license, create derivative products, transfer or sell any information or services obtained from or through this site.
 - b. to not use nor allow any third party to use of information and services available on the dedicated portal, to transmit or receive materials that contravene the legal provisions in force or have obscene content, abusive, vulgar, defamatory, offensive, threatening or any behavior that violates intellectual property rights or affects the privacy of another person, urges racial, ethnic hatred or is in any other way offensive; Platform URL is customized for each partner with format "resellername.alef.cloud"
 - c. to not perform the activity of cracking or hacking, or of the attacks of the "Denial of Service" type. Users who violate the security of the systems or networks will be sued in court, civil and criminal.
2. The user agrees to exonerate from liability and not to act Alef Distribution RO in court as regards any claim raised by a third party, resulting from the use of the service or the communications network of Alef Distribution RO and the Internet by the User. , as well as in respect of any loss (direct, indirect, consequential or otherwise), costs, actions, lawsuits, claims, expenses (including court costs) or other liabilities, suffered in some way as a result of the violation or ignorance by the User of these conditions.
3. The user expressly declares that he understands and agrees with the following statements:
 - a. The use of the services and information presented on our site is at your own risk. The services and information presented on our site are provided on the "as is" or "as available" principle. Alef Distribution RO SA is not responsible for any loss suffered by the User, directly or indirectly, resulting from or in any way related to the use or performance of the service, this website or the websites related to it.
 - b. Alef Distribution RO SA does not offer any guarantee that:
 - i. the services and information presented on our site meet all your requirements
 - ii. the services and information presented on our site are provided uninterrupted, on time, safely or without errors
 - iii. any program error is corrected
 - iv. the services and information presented on our site that are made available to users are free of viruses or other components that could harm the users and cannot be responsible for any action based on those information or services.
 - c. Any material downloaded or otherwise obtained using the services and information provided by Alef Distribution RO SA is thus at its discretion and may be used only at the User's own risk. The user is the only person responsible for any damage caused to the computer from which the services and information are accessed or other data loss that may result from downloading any materials.
 - d. No advice or other oral or written information, obtained by the User from Alef Distribution RO through the service, does not create a guarantee that is not expressly stipulated in the Conditions for the provision of telecommunications services.
4. Services offered by ALEF Distribution RO SA are completely circumscribed to the technical and legal conditions offered by Microsoft, regarding the Confidentiality, Data Protection, the Guarantees of the Services, the applicable Microsoft Terms and Conditions, indicated at <https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default.aspx#04> and <https://privacy.microsoft.com/ro-ro>
5. Any inclusion of links to other sites or networks is made solely for the help of the User and does not imply in any way the responsibility of Alef Distribution RO SA for the material available on or through those sites or networks and no association with their operators. The user accesses those sites and uses their products and services exclusively at his own risk.

6. Alef Distribution RO SA does not guarantee that the services or materials provided by third sources are acceptable and available in any area of Romania. If the User accesses other content or services from the sites of third parties, Alef Distribution RO SA is not responsible for the non-compliance by the User of the local laws or other normative acts in force in those countries.
7. The user expressly declares that he is aware that all stylized representations, all logos and associated symbols and their combinations with any word or graphic symbol, used on this site, are registered trademarks of Alef Distribution Ro SA or of associated and / or affiliated companies and are protected by the legislation in force.
8. By accessing this site you agree that Alef Distribution RO SA has the right to process your personal data, disclosed as a result of using the services and information displayed on the website: <https://www.alef.com/en/>.
9. **Changes to the conditions** - Alef Distribution RO SA may modify these conditions at certain intervals without informing the User. Such changes will be notified to the User by posting on the website <https://www.alef.com/en/>. Changes made in this way are deemed to be accepted by the User if he continues to use the services and information after posting them on the website.
10. **Jurisdiction.** By accessing this site, the User accepts that this contract the terms and the related terms as well as any disputes related to it are governed and interpreted in accordance with the laws of Romania, and the User admits to submit to the exclusive jurisdiction of the courts in the territory of Romania.
11. **Confidentiality.**
 - a. In view of the Confidential Information made available or accessible to the User during the access to the platform, ALEF and / or its affiliates, the User will use all information only for the authorized purpose and will not use, disclose or use any of the confidential information in any other way for the gain, benefit or self-interest or of another person and, in particular, but not limited to it, will not use any of the Confidential Information for commercial or competitive purposes (directly or indirectly);
 - b. The user undertakes to not copy, reproduce, distribute or disclose in whole or in part any other person, company, corporation or entity, any of the Confidential Information to which he has access to the platform or any aspect related to the operation of the platform and also to not allow third parties access to the platform.
 - c. Also, it is obliged, according to the legal provisions, to apply the appropriate technical and organizational measures for the protection of personal data against accidental or illegal destruction, loss, modification, disclosure or unauthorized access, as well as against any other form of illegal processing.
 - d. Alef Distribution RO SA is not responsible for any damages suffered by the User or another person as a result of non-compliance with the conditions regarding confidentiality regarding the use by the User of this site. Some services that the user accesses on this site allow Alef Distribution RO to receive personal information.
12. The images of the products presented on the site are informative.
13. Prior to accessing CSP platform and purchase of licenses thru Microsoft CSP program partner must comply with the eligibility criteria for the program and additional local regulation regarding the solutions developed by Microsoft.
14. The partner must follow the procedure of using the platform in accordance with the user guide present in the in the platform or provided by Alef.
15. The partner has the responsibility to verify the status of subscriptions ordered through the CSP program and to update the number of licenses respectively their status (active / suspended) until the 4th of each month, end of day. Otherwise the information will be used by Microsoft in issuing the invoice for the current month.
16. At the end of the 12 months billing cycle of the subscription, in accordance with the mechanism implemented by Microsoft, the subscriptions will be automatically renewed, and price changes may be applied. At anniversary Microsoft will apply the prices available in the month that subscription is renewed. Partner has the responsibility to inform the end user and to update subscriptions in platform where needed.
17. In accordance with the Microsoft procedure, the partner is responsible for transmitting to the end user the terms and conditions of use for subscriptions available through the Cloud Solution Provider program, also

known as the Microsoft Customer Agreement. The documents are made available in the CSP Platform and accessible at Microsoft portal: <https://www.microsoft.com/licensing/docs/customeragreement>.

18. The partner can open through the Alef CSP platform Azure subscriptions also known as "usage based" subscriptions. Placing an order for this product will not automatically activate the services available through the Azure platform. The configuration of the services and implicitly their cost is the responsibility of the partner / end user, depending on the conditions agreed between the two entities.
19. Alef grants end-user's platform access with the purpose of placing orders, to track their status and/or consumption of services. This functionality is not automatically available to the end user, it will be activated only if partner sends an invite to end user. If partner chooses to activate this functionality, end user will automatically receive platform notifications in accordance with standard setting for platform user activities. Billing of subscriptions to end users will not be done by Alef but by the partner thru which order was placed.
20. End user benefiting of Microsoft products thru the Cloud Solution Provider program will need to grant admin rights to Alef for orders to be provisioned into the Microsoft system. If tenant is created thru the platform end user primary contact will receive tenant details by email (platform notification).
21. Reseller/End user platforms will be updated in accordance with new procedure/changes made by vendor, improvements requested by distributor or due to unforeseen cases.
22. Alef team can provide support, upon request, to partner in choosing / configuring the services available thru CSP Program.