

Terms of Use

These terms of use, together with any other agreements or terms incorporated by reference (the "**Terms**"), govern Your use of the HP Essentials Portal, and all the Materials that HP makes available to You through this Portal. These Terms constitute a binding and enforceable legal contract between HP and You, and You hereby agree to the Terms by using the Portal. If You are entering into these Terms on behalf of a company or another legal entity, You represent that You have the authority to bind such entity to these Terms, in which case the term "You" will refer to such entity. Capitalized terms can be found in the body of these Terms including in Appendix A.

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS PORTAL. USING THIS PORTAL INDICATES THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOU CANNOT USE THIS PORTAL IF YOU DO NOT ACCEPT THESE TERMS.

1. Accessing the HP Essentials Portal

- a. **Registration.** Following the initial registration of an Account You will have the ability to access the Portal and use the Materials solely for the Permitted Purpose.
- b. **Links to Third Party Websites.** HP provides links on the Portal to third-party websites. If You use these links, You will leave the Portal. HP is not obligated to review any third-party websites that You link to from This Portal, does not control any of the third-party websites, and is not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, HP does not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If You decide to access any of the third-party websites linked to from This Portal, You do so entirely at Your own risk and You shall be deemed subject to the privacy policies and terms and conditions for those third-party websites; These Terms are not applicable to Your use of any such third-party websites.
- c. **Other Agreements; Software, Services or Access.** HP may provide products (such as hardware or software), services (such as software subscription services, hardware maintenance or repair or software maintenance, installation, or training) or access via this Portal under the terms of a separate agreement between You and HP, such as a license agreement or separate terms of sale and warranty terms (each, an "Other Agreement"). HP's obligations regarding any product, service, or access that it makes available to You under any Other Agreement shall be governed solely by the Other Agreement under which such product, service or access is provided and these Terms shall not be deemed or construed to alter the terms of any such Other Agreement. If there is an inconsistency between these Terms and any Other Agreement, the Other Agreement will control. For example, the use of any software that is made available to download from HP websites ("Software") is governed by the terms of the end user license agreement, if any, that accompanies or is included with the Software ("License Agreement"). You may not install any Software that is accompanied by or includes a License Agreement unless You first have agreed to the License Agreement. If there is no License Agreement, then these Terms will govern Your use of that Software. HP's sale and delivery obligations will be to the HP authorized distributor or reseller buying from HP. If You do not purchase directly from HP, You must agree Your own purchase and delivery terms with the HP authorized partner that you have selected to purchase from.

2. Registration and User Account

- a. **Establishing an Account.** You must have a registered Account in order to use the Portal and Materials.
- b. **Account Information.** You must safeguard and not disclose Your Account username and password and You must supervise the use of such Account. You must provide us accurate and complete information in order to create an Account. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT USERNAMES AND PASSWORDS. YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER THE ACCOUNT. You must notify us immediately of any unauthorized use of Your Account or any other breach of security.
- c. **Deletion of Account Data.** You may instruct HP to delete Your Account data at any time.
- d. **Use of Data.** HP may collect User Data, and You hereby grant HP permission to collect User Data available on the Portal and to use such User Data to provide the Materials, improve the Portal performance and functionality, and improve the Materials. HP may also use User Data (i) to respond to duly authorized information requests of police, law enforcement, or other governmental authorities; (ii)

to comply with any applicable law, regulation, subpoena, discovery request or court order; (iii) to investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity; or (iv) to enforce/protect the rights and properties of HP or its affiliates or subsidiaries. HP's Privacy Statement at <http://www8.hp.com/us/en/privacy/privacy.html> governs the collection and use of any personal data.

- e. **Technical Support.** Technical support is made available through the support form found on the Portal. HP will make reasonable efforts to respond to any problems reported using the form within two (2) business days.

3. Use Obligations and Restrictions

- a. **Permitted Use.** We authorize Your limited use of the Portal and Materials for the Permitted Purpose. Any other use of the Portal and Materials beyond the Permitted Purpose is prohibited.
- b. **Obligations.** You agree to comply with all applicable laws, rules and regulations, including those regarding data privacy, intellectual property rights, import and export control in Your use of the Portal and Materials.
- c. **Restrictions.** You must not misuse the Portal or Materials. For example, You may not, whether by Yourself or anyone on Your behalf: (a) sell, resell, or lease the Materials or access or attempt to access the Materials by any means other than the interface we provided or authorized; (b) circumvent any access or use restrictions put into place to prevent certain uses of the Materials, attempt to gain unauthorized access to any part of the Portal or Materials or violate the security or integrity of the Portal; (c) use the Portal to store, share or transmit content which is unlawful, infringing, harmful or which violates any person's rights, including privacy rights and intellectual property rights; (d) attempt to disable, disrupt, impair, or destroy the Materials, or Portal; (e) reverse engineer or decompile the Materials, attempt to do so, or assist anyone in doing so; or (f) use any high-volume automated means (including robots, spiders, scripts or similar data gathering or extraction methods) to access the Portal or Materials; or (g) share any information or data available on the Portal with any third party without HP's prior written consent, nor to anyone within Your own company without a need-to-know for the Permitted Purpose.
- d. **Confidentiality.** Prices, promotions, specifications, images, availability, and terms of offers are HP Confidential and subject to the confidentiality terms in Your Agreement.

4. Modifications to Portal and Materials

HP reserves the right to modify, suspend, or discontinue the Portal and/or Materials at any time without notice to You. HP would, however, like You to be aware of the following:

- a. HP may make changes to the Portal and/or Materials, or to the products, services and prices described in the Portal, at any time without notice.
- b. The Portal and Materials may be out of date and HP makes no commitment whatsoever to update the Portal.
- c. Information published on the Portal may refer to products, programs, or services that are not available in Your country.

5. Intellectual Property Rights

- a. **Retention of Rights.** All rights not expressly granted to You under these Terms are reserved by HP and its licensors. We and our licensors reserve all rights, title and interest to the Materials, the Portal and Materials, and any of their related intellectual property rights. The Terms do not convey to You an interest in or to HP's intellectual property rights. Nothing in the Terms constitutes a waiver of HP's Intellectual Property Rights under any law.
- b. **Feedback.** To the extent You provide us any feedback, comments or suggestions about the Portal or Materials ("**Feedback**"), You grant us a royalty-free, fully paid up, worldwide, perpetual and irrevocable license to incorporate the Feedback into the Materials or any of our current or future products or services, and to use, disclose, reproduce, license or otherwise distribute, and exploit any Feedback as HP sees fit, entirely without obligation or restriction of any kind on account of any Intellectual Property Rights or otherwise.

- c. **Trademarks.** If You have an existing relationship with HP, You must adhere to the specific trademark use guidelines and terms provided in your written agreement. If your existing agreement with HP authorizes You to display HP trademarks but does not contain specific trademark use guidelines, the guidelines set out or referenced herein apply to Your use of HP trademarks. Graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Service or Portal are trademarks or trade dress of HP in the U.S. and other countries. HP's trademarks and trade dress may not be used in connection with any product or service that is not HP's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits HP. All other trademarks not owned by HP that appear in the Materials or Portal are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by HP.
- d. **Materials.** You may only use and reproduce any Materials for the Permitted Purpose and if You follow our HP Brand Guidelines communicated to You by HP. Initial Brand Guidelines can be accessed at: <https://brandcentral.hp.com/us/en.html>. Without limiting the foregoing, you acknowledge that the Materials, as well as the arrangement of them on the Portal are copyrighted works of HP group, Copyright © [dates of creation] HP Development Company, L.P. or the original content provider. Except as otherwise expressly permitted by the Terms, required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

6. Indemnification

You agree to indemnify, defend, and hold harmless HP and its affiliates 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 Your (or anyone using your account's) violation of these Terms. HP 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 HP's defense of such claim.

7. Disclaimers of Warranties

- a. THE PORTAL AND MATERIALS ARE PROVIDED ON AN "AS IS", AND "AS AVAILABLE" BASIS, AND HP DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO RELIABILITY OF SERVICE, WARRANTIES OF NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. WE DISCLAIM ALL LIABILITY AND ANY OBLIGATIONS FOR ANY HARM OR DAMAGE CAUSED BY ANY THIRD PARTY HOSTING PROVIDERS.
- b. OTHER THAN AS EXPRESSLY STATED IN THE TERMS WE DO NOT WARRANT THAT THE PORTAL OR MATERIALS WILL BE SECURE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF DEFECTS. YOU ASSUME THE ENTIRE RISK RELATING TO THE USE OR PERFORMANCE OF THE PORTAL AND THE MATERIALS, AND HP SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY THEREIN.

8. Limitation of Liability

- a. IN NO EVENT WILL HP BE LIABLE FOR (I) INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES NOT DIRECTLY ATTRIBUTABLE TO HP OR (II) LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, IN EACH CASE ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PORTAL OR MATERIALS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF HP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. IN NO EVENT WILL HP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS OR TO THE PORTAL OR MATERIALS EXCEED AN AMOUNT GREATER THAN US\$100.00 or the equivalent amount in local currency.
- c. THESE LIMITATIONS WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Therefore, some of the above disclaimers and limitations of liability may not apply to You. To the extent HP 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 HP's liability shall be limited to the minimum amount permitted under such applicable law.

9. Term and Termination

- a. **Term.** These Terms commence on the date You first accept them and will remain in effect until Your Account is terminated.
- b. **Termination.** You may stop using the Portal and Materials at any time. We may suspend or terminate Your Account at any time at our discretion and without notice. Upon termination of Your Account, your access to the Portal and Materials will be terminated, and from the date of termination You will no longer be able to access Your Account.
- c. **Survival.** The provisions of these Terms that, by their nature and content, must survive the termination of these Terms in order to achieve the fundamental purposes of these Terms shall so survive. Without limiting the generality of the foregoing, the Intellectual Property Rights, Disclaimers of Warranties, Limitation of Liability, Governing Law and Jurisdiction and General sections, will survive the termination or expiration of the Terms.

10. Governing Law and Jurisdiction

These Terms are governed by the laws of the country of HP or the HP Affiliate offering You access to the Portal and the courts of that locale will have jurisdiction, however, HP or its Affiliate may, bring suit for payment in the country where the You are located. You and HP agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.

11. General

- a. **Global Trade Compliance.** You understand and acknowledge that the Portal and Materials may be subject to US and other national export and import regulations and certify that You are not a citizen or party of a country which is subject to certain trade control embargoes, sanctions, prohibition and restriction, to include all countries identified in country groups D:1, E:1 and E:2, as identified in Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations, see <https://www.bis.doc.gov/index.php/documents/regulation-docs/2255-supplement-no-1-to-part-740-country-groups-1/file>, without having first obtained required government authorization. HP may suspend performance if You are in violation of any applicable laws or regulations.
- b. **Changes to Terms.** HP may change the Terms from time to time, and such change will become effective fifteen (15) days after the date on which it is posted on the Portal. By continuing to access or use the Portal or Materials You agree to be bound by the revised Terms.
- c. **Severability.** If any part of these Terms is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the rest of these Terms and shall not affect the validity and enforceability of any of the remaining provisions of these Terms. In such cases, the part deemed invalid or unenforceable shall be construed in a manner consistent with applicable law to reflect, as closely as possible, the original intent of the parties.
- d. **Waiver.** No waiver by us of a breach of any of the provisions of terms of these Terms shall be construed as a waiver of any preceding or succeeding breach of any of the provisions of these Terms.
- e. **Relationship.** Nothing in these Terms shall be construed as creating any agency, partnership, trust arrangement, fiduciary relationship, or any other form of joint enterprise between You and HP.
- f. **Entire Agreement.** These Terms contain the entire agreement between HP and You relating to Your use of the Portal and the Materials and supersedes any and all prior agreements between HP and You in relation to the same. You confirm that, in agreeing to accept these Terms, You have not relied on any representation except as has expressly been made by HP in these Terms.
- g. **Assignment.** You may not assign Your rights or delegate Your obligations under these Terms without HP's prior written consent. Any purported assignment contrary to this section will be null and void. HP may assign its obligations hereunder among the various HP entities within the HP Inc. group, by a change to the definition of HP hereunder which change will become effective upon posting on the Portal.
- h. **No Third Party Rights.** There are no third-party beneficiaries to these Terms. Without limiting this section, Users are not third-party beneficiaries to Your rights under these Terms.

Revision Date: February 2024

Appendix A – Definitions

1. **"Agreement"** means Your HP Partner Agreement.
2. **"Account"** means an online account registered by You (or by HP on Your behalf) for the purpose of using the Portal and the Materials.
3. **"Connected Devices"** means the computing device (for example, PC or mobile device) which You connect to or access the Portal.
4. **"Materials"** means all text, data, information, software, graphics, photographs, videos and more, including training materials, technical data sheets, documentation, user guides/manuals, and other information regarding HP's products and services provided via the Portal for You to use, subject to the terms of Your HP Partner Agreement.
5. **"Permitted Purpose"** means for the purposes of Your purchase (directly or indirectly), promotion and resale in the Territory of HP's products and services indicated on the Portal or otherwise communicated by HP to You, in accordance with Your Agreement.
6. **"Portal"** means the HP Essentials Portal for HP Authorized Partners to access, view, and use the Materials.
7. **"User Data"** means data relating to Your use of the Portal, the Connected Devices and access to the Materials, including but not limited to information related to:
 - a. Your contact information (if applicable), including name, email and physical addresses, phone number, and your organization/company's name;
 - b. Your Connected Devices' IP address and serial number;
 - c. settings, preferences chosen, and resource access; and
 - d. Your Account username and password.
8. **"We", "Us", "HP" or "Our"** is defined as HP Inc. and/or the HP entity with whom You have a registered Account to access the Portal and the Materials, typically the HP entity with whom You have entered into the Agreement.
9. **"You" or "Partner"** means the company or other legal entity for which You are accepting these Terms.
10. Any capitalized words that are not otherwise defined in these Terms are defined in the Agreement.