

## **Veritas Learning Portal - Terms of Sale**

The following terms and conditions (the "Terms") apply to all purchases of products or services ("Products") sold by Veritas through this Veritas Learning Portal (the "Site"). "Veritas" means Veritas Technologies LLC, Veritas Storage (Ireland) Limited, or any other Veritas affiliate or subsidiary, as appropriate, depending on Your location. "You" or "Your" refers to the individual who has placed an order to purchase the Products through the Site. Any policy or materials specifically referred to in these Terms are incorporated into the Terms by reference. Please read the Terms below carefully. By placing an order on the Site, You agree to abide by these Terms. These Terms do not affect any mandatory and/or statutory rights that You have as a consumer under applicable law. In the event of a conflict between these Terms and the End User License Agreement or Services Agreement applicable to any Product, the End User License Agreement or Services Agreement shall control.

### **1. Order and Acceptance.**

A Product order submitted by You constitutes Your offer to Veritas to purchase the Products pursuant to these Terms and is subject to acceptance by Veritas. Any prices or Products referred to on the Site are subject to availability and do not constitute an offer by Veritas. After you place an order, Veritas may send you a communication confirming receipt of Your order and containing the details of Your order. You agree and understand that any such communication confirming receipt of Your order does not constitute acceptance of Your order by Veritas. Veritas' acceptance of Your order becomes effective when Veritas dispatches the Products ordered by You and accepts Your payment.

### **2. Price and Payment Terms.**

a. Prices payable for Products are those in effect at the time of Product dispatch, unless expressly agreed otherwise. Despite our efforts, occasionally an error in the price or description of a Product may be reflected on the Site. In such case, Veritas will contact you for instructions before dispatch where you have the option to cancel your order or proceed to place order based on revised price or description of a Product.

b. Veritas reserves the right to withdraw any discount and/or to revise any Product price on the Site at any time prior to acceptance of Your order. The final Product price will be reflected prior to your confirmation of Your order.

c. The places or countries ("Territory") that Veritas delivers Products to are as provided on the Site. Unless otherwise specified, prices quoted on the Site are:

(i) Exclusive of the costs of shipping or handling to the place of delivery within the Territory (charges for which are referenced on the Site); and

(ii) Exclusive of any taxes. You shall pay all value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges and other similar taxes; and any regulatory cost recovery and other surcharges that are owed under this agreement and that Veritas is permitted to collect from You.

You agree to pay VAT, taxes, shipping or handling for the Products as specified on the Site when You submit Your order.

d. Payment may only be made using any of the payment options specified on the Site.

e. Payment will be charged upon dispatch of the Product. Veritas reserves the right to verify credit or debit card payments prior to its acceptance of Your order.

f. For invoiced payments, each invoice will be due on and payable within the time period noted on Your invoice, measured from the date of the invoice. If at any time you fail to pay any amount due on the relevant due date, Veritas may by notice declare all invoiced amounts unpaid at that date to be immediately due and payable.

g. No set-off or counterclaim may be deducted from any amount payable by You to Veritas without written consent of Veritas.

### **3. Delivery and Risk of Loss.**

a. Delivery times and dates referenced on the Site or in any order communications from Veritas are estimates only, and Veritas is not liable in the event of a delivery delay.

b. Veritas may charge You for any extra costs arising from changes you make to Your delivery address after You submit an order.

c. Delivery of all Products shall be Ex Works (EXW) Veritas' shipping point – Incoterms 2010. For any tangible Products, title passes to You when such items are made available to the carrier at Veritas' shipping point.

d. If You refuse or fail to take delivery of Products provided in accordance with these Terms, any risk of loss or damage to the Products shall nonetheless pass to You, without prejudice to any other rights or remedies Veritas may have, including:

(i) Veritas shall be entitled to immediate payment in full for the Products delivered and either to effect delivery by whatever means Veritas considers appropriate, or to store Products at your risk and expense;

(ii) You shall be liable pay on demand all costs of Product storage and any additional costs incurred as a result of Your refusal or failure to take delivery; and

(iii) If You refuse or fail to take delivery for a period of 30 days, Veritas may dispose of the Products ordered by You at Veritas' discretion.

### **4. Returns.**

Please review the applicable Services Agreement for information regarding return of Products purchased from the Site.

### **5. Privacy.**

Please review Veritas' [Privacy Policy](#) which governs your visit to the Site and any purchase transaction, to understand our practices.

### **6. Unauthorized Products and Brand Protection.**

a. You may not alter, unbundle or break the Product down to components for distribution, transfer, resale or any other purposes. You are strictly prohibited from separating a product key from the associated software and transferring the product key to a third party for any purposes.

b. All Product must only be obtained in the first instance from Veritas (or Veritas' authorized partners, as applicable). If, in Veritas' reasonable judgment, the original acquisition of a Product from Veritas (or Veritas' authorized partners, as applicable) occurred using a fraudulently obtained credit card or any other

unauthorized means, Veritas has no obligations to provide customer services or any support to You for the Product in question or to allow the subscription to continue.

c. Veritas reserves, in its sole discretion, the right to deactivate subscriptions to the Product which has been obtained through any unauthorized means.

## **7. Other Important Information.**

a. **Disclaimer of Warranty.** Your use of the Site is at your risk. Veritas makes no warranties or representations as to its accuracy and we specifically disclaim any liability or responsibility for any error or omissions in the content of the Site. Please refer to the applicable End User License Agreement or Services Agreement for information regarding Product warranties.

b. **Limitation of Liability.** Neither Veritas nor any other party involved in creating, producing, or delivering the Site is liable for any damages, in any event including consequential damages, arising out of Your access to, or use of, or inability to use or access, the Site. In no event shall Veritas be liable for damage incurred as a result of materials or information infringing third parties' rights, or for inaccurate, invalid or illegal materials or information. Veritas assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, Your computer equipment or other property on account of Your access to, use of, or browsing in the Site or Your downloading of any materials, data, text, images, video, or audio from the Site. Please refer to the applicable End User License Agreement or Services Agreement for information regarding limitations on liability applicable to the Products.

c. **Proprietary Rights.** Veritas retains ownership of all proprietary rights in the Products and/or the Site and in all trade names, trademarks and service marks associated or displayed with the Products. You will not remove, deface or obscure any of Veritas' copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Products.

d. **Force Majeure.** Veritas shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond Veritas' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, lockouts, or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, Veritas may be excused from such performance to the extent it is delayed or prevented by such cause.

e. **Export Regulation.** The export or re-export of the Products and related technical data and services (collectively "Controlled Technology") is subject to applicable export laws and regulations including, but not limited to, the U.S. Export Administration Regulations, the European Union Council Regulations, and the Singapore Strategic Goods Control Act. The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited. Controlled Technology may also be subject to various import, distribution and/or use restrictions requiring action on Your behalf prior to use of the Controlled Technology. Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria, Sudan, the Crimea Region of Ukraine and to any other country or region subject to relevant trade sanctions. Controlled Technology is further prohibited for export or re-export to any person or entity named on relevant lists maintained by the U.S. government (including, but not limited to, lists published by the U.S. Department of Commerce, the U.S. Department of State, and the U.S. Department of Treasury), in addition to lists published by the authorities in applicable foreign jurisdictions. You may not export any Controlled Technology for use in connection with chemical, biological, or nuclear weapons or missiles capable of delivering such weapons. Furthermore, You may not export any Controlled Technology to any military entity, or to any other entity for any military purpose, unless subject to a valid license specifically permitting such export. You agree to comply with all applicable export or import control laws and regulations, and You represent that You are not under the control of, located in, or a resident or national of any prohibited country or region and are not a prohibited person or entity.

## **8. General.**

If You are located in the Americas, these Terms will be governed by the laws of the State of California, United States of America. If you are located in the Asia Pacific Rim, these Terms will be governed by the laws of Singapore. If You are located in Europe, the Middle East or Africa, these Terms will be governed by the laws of England and Wales. Notwithstanding the foregoing, nothing in the Terms will derogate from any rights You may have under existing consumer protection legislation or other applicable laws in Your jurisdiction. Should You have any questions concerning the Terms, or if You desire to contact Veritas for any reason, please review the FAQ at <https://www.veritas.com/services/education-services/faq> for Veritas Education Services contact information.