**Terms of Service:**

Last updated on: 10/11/2022

These Terms of Service (**"TOS"**) is a legal contract between **HP India Sales Private Limited** (**"Company" / “we”**) and the entity or person (**“You”/ “Your"**) who accesses or uses the website, [www.onehp.in](http://www.onehp.in) (**“OneHP”/ “Website”**)

These TOS constitute an electronic record in accordance with the provisions of the Information Technology Act, 2000 as amended from time to time.

Your browsing/use/access of the Website through any means or your registration on the Website shall signify Your acceptance of these TOS and Your agreement to be legally bound by the same.

If You do not agree with the TOS or the [Privacy Policy](https://www.hp.com/in-en/privacy/privacy.html?jumpid=in_R11928_/in/en/corp/privacy-central/privacy-statements), please do not use the Website or avail the Services.

Certain provisions of these TOS may be superseded by expressly designated legal notices or terms located on pages of the Website and, in such circumstances, the expressly designated legal notice or term shall be deemed to be incorporated into these TOS and to supersede the provision(s) of these TOS to the extent that are designated as being superseded.

1. **Services:**

The Services offered by the Company under these TOS are limited to providing a partner engagement platform for the Company to engage with the partners, communicate on offers, provide product details, conduct training and knowledge sharing sessions, host events etc.

While it is not mandatory for You to opt for the Services provided by the Company, it is preferred that You sign up on the Website to receive the latest updates, news, product details etc. from the Company. If You choose to register on this Website and avail the Services, You will be bound by these TOS. The Company may update these TOS from time to time, if you access this Website, You agree to be bound by the latest TOS. The Website and the communications shared through the Website is independent to the Partner Portal on which You are registered. If You choose not to register on the Website, You will still continue to be registered on the Partner Portal.

1. **Content:**

For purpose of these TOS, “Content” includes but is not limited to videos, audio (for example music and other sounds), audio-visual content, graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials such as white papers, worksheets, presentations, webinars, communications, webpages, brochures, software, published works, research, text, data, information, and other material that can be accessed, used or downloaded from or through the Website. All Content forms part of the Services.

1. **Account Creation:**

To access and use the Services on the Website, You must register on the Website for an OneHP account (“OneHP Account”). To complete Your OneHP Account registration, You must provide the information indicated as required. Unless explicitly permitted, You may create only a single OneHP Account for your organization. Once You complete the OneHP Account registration and verification process, You will be registered on the Website. You can delete Your OneHP Account at any time by accessing “My Profile“ section of the Website. The Company does not pre-screen the information provided by You. It is clarified that deletion of your OneHP Account will in no manner delete your existing Partner Portal account and You will continue to be bound by terms and conditions of the Partner Portal.

1. **Account Management:**

You are responsible for all activities that occur under your OneHP Account, regardless of whether the activities are undertaken by You, Your employees or a third party (including Your contractors or agents). You will have to create a User ID and password to login to Your OneHP Account. It is Your responsibility to maintain confidentiality and security of Your OneHP Account details including password. The Company is not liable for any unauthorized access to Your OneHP Account. If you believe, any unauthorized third party is using Your OneHP Account, please contact the Company immediately.

The Website may send certain communications by short message service (SMS) messaging and email pertaining to the Services.

1. **Rights of the Company:**

The Company may, in its sole and absolute discretion, change these TOS from time to time. The Company will post notice of such changes on the applicable website. If You object to any such changes, Your sole recourse shall be to cease using the Website/Services. Continued use of the Website/Services following notice of any such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the modified terms and conditions.

The Company has the right to terminate/ cancel/ remove Your membership, account, or other affiliation with the Website/Services or change the Website, the information and material available on the Website as well as your eligibility criteria to access the Website or avail the Services or any part thereof at any time and for any reason without prior intimation.

In the preparation of the Website, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors may occur. The Company disclaims any responsibility for any errors and inaccuracy of the information that may be contained on the Website. Company also reserves the right and discretion to make any changes/corrections or withdraw/add information to the Website at any time without notice. The Company will not be liable if, for any reason, access to all or any part of the Website is restricted or unavailable at any time. The Company does not provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on or through the Website for any particular purpose. You acknowledge that such Information and materials may contain inaccuracies or errors and the Company expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Terms/ verbiages used on the Website which may have meanings/ definitions elsewhere are used on the Website for reference purposes only.

Some of the information/ Content on this Website is supplied by independent third parties. The Company makes no warranty as to the accuracy of any such information and hereby disclaims all liability for any third-party-supplied information. In respect of such information/ Content supplied by independent third parties, HP is merely a published of such curated Content and will take down the Content if it violates any law or third party rights.

Certain information on the Website may also contain opinions and views of third parties. The Company shall not be responsible for such opinions or any claims resulting from them. Further, the Company makes no warranties or representations whatsoever regarding the quality, fitness of the information or data for any particular purpose, or the completeness, accuracy, or adequacy of such information and data provided on the Website .

The Company may provide offers and other information such as news and updates, new HP product launches etc., on the Website (“Company Promotions”). Such Company Promotions will be the proprietary of the Company which will be governed as per the Company’s terms and conditions.

1. **Intellectual Property Rights:**
   1. **Company’s Intellectual Property Rights:**

Copyright and other intellectual property rights on the Website and all of its features and functionality including, without limitation, all information, Content, software, code, displays, graphics, design, materials, selections, arrangements, trademarks, and trade names contained on the Website are proprietary property of the Company or its licensors (“Proprietary Property”). Notwithstanding anything in these TOS, You may not use such Proprietary Property without the prior written permission of the Company. You may not remove, alter or obscure any Proprietary Property or other proprietary rights notices incorporated in or accompanying the Website .

Your use of this Website and Services shall be subjected to the following restrictions:

* You will not (a) copy, modify, or create a derivative works of the Website ; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source codes/ object codes/ other parts of the Website ; (c) sell, resell, sublicense, transfer, or distribute any or all of the Services; (d) duplicate any portion of the Website or otherwise or otherwise impersonate, wescrap or use technology to extract data/ information from the Website ; (e) or remove any copyright, trademark, or other proprietary notices from the Website.

* You should not commit any act that amounts to the infringement of intellectual property or making available any material that infringes any intellectual property rights or other proprietary rights of the Company or anyone else.
* Intentionally or unintentionally interfere with, or disrupt with the security of, or gain unauthorized access to user accounts, passwords, servers, or networks connected to or accessible through the Website , or otherwise cause harm to the Company, the Website and/ or Services or potentially expose them to liability or restrict or inhibit anyone’s use or enjoyment of the Website or the Services.

If any third party, including any competent authority, informs the Company, or if Company suspects that You are in violation of any of the above restrictions or these TOS, Company reserves the right to examine Your use of the Website and Service. On such examination, if Company finds any such violation, Company reserves the right to terminate these TOS and registration on the Website and discontinue Your access to the Services with immediate effect.

The Company may provide You with a template to create advertising materials (“Theme”). If You download the Theme, You are permitted to use it only for the purposes of advertising the HP products sold by You. The Company provides You with a non-exclusive, non-transferable, limited, royalty free license to use the Theme materials. The Theme materials cannot be modified by You and can be used on all social media platforms, physical stores, third party platforms and other platforms that enable sale of your HP Products. The Company will be the owner of all the Intellectual Property Rights in the Theme material. You may not transfer, replicate, or provide the Theme to any third party. You will be liable to follow all Company guidelines in this regard. The Company may modify the footer in the Theme that refers to the Company at its discretion.

* 1. **Representations & Warranties:**
     1. You represent and warrant that:

1. You will not use the Website and/or Services, for purposes that are not expressly permitted by these TOS.
2. All the information entered by You is correct to the best of Your knowledge and belief.
3. You will not use the Website for any illegal, harmful or unauthorized purpose, nor will You violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to You in Your jurisdiction, or the laws of India.
4. **Confidentiality and Privacy Policy:**

You will (a) protect and not disclose information made available by the Company that is identified as confidential or that reasonably should be considered confidential; (b) use this information only for internal purposes and in connection with Your use of Business Account; and (c) destroy or return all such information to the Company promptly when the TOS terminate (and, upon request, confirm such destruction in writing). This section covers all confidential information regardless of when and how You receive it.

By accessing or using the Website or the Services, You consent to the use of any information and data which You make available to Company, either through the Website or the Service or otherwise in accordance with these TOS and Company's Privacy Policy. The Company respects your privacy. For more information regarding HP's privacy policies and practices, please visit our[*Privacy Statement*](https://ssl.www8.hp.com/in/en/privacy/privacy.html)*.*

To the extent the Company is processing any personal data to which it has access, the Company’s Customer Data Processing Addendum shall apply. HP’s Customer Data Processing Addendum is available on [www.hp.com/privacy](http://www.hp.com/privacy).

1. **Disclaimer of Warranties:**

THE WEBSITE, SERVICES AND INFORMATION IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITE, SERVICES AND INFORMATION IS WITH YOU. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE WEBSITE, SERVICES, AND INFORMATION (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO WARRANTY THAT THE WEBSITE, SERVICES, OR THE INFORMATION WILL MEET YOUR REQUIREMENTS OR THAT THE WEBSITE, , SERVICES, AND CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS ON THE WEBSITE, , SERVICES, OR THE IN THE INFORMATION WILL BE CORRECTED. THE COMPANY MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, , SERVICES OR THE INFORMATION OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEBSITE . NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR FROM THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR OTHER AFFILIATED COMPANIES, OR THEIR SUPPLIERS (OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY SUCH ENTITIES) (COLLECTIVELY, "THE HP PARTIES") SHALL CREATE ANY WARRANTY. HP DISCLAIMS ALL EQUITABLE INDEMNITIES.

You acknowledge that any Information obtained using the Services is done at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system, or any other hardware and / or software and/or device, including loss of data or effect on the processing speed, resulting from Your use of the Website, Services and Information or download thereof.

1. **Limitation of Liability:**

The Company shall not be liable for any indirect, special or consequential costs or damages of whatever nature, including but not limited to, lost revenues or profits, downtime costs, loss or damage to data or other intangible losses, arising out of or in any way connected with the use of this Website, Services and/or the Agreement or with the delay or inability to use this Website , Services, or for any information, materials and/ or content uploaded, posted, emailed, transmitted and/ or obtained through this Website , or otherwise arising out of the use of this Website , whether based on contract, tort, negligence, strict liability or otherwise. This provision does not any liability which may not be excluded or limited by applicable law.

1. **Indemnity:**

You shall at all times fully indemnify and hold harmless the Company and associate companies, and their respective officers, directors, agents and employees, from any and all costs, losses, claims, demands, damages and liabilities, actions including costs and reasonable attorneys' fees, suffered by any of them as a result of or in connection with a demand, action or claim made by any third party and/or penalty imposed, due to and/or arising out of (i) Your breach of the TOS; and (ii) Your violation of any law, rules or regulations; and (iii) the infringement or Your breach of the rights of any third party including, without limitation, infringement, obscene and/or indecent postings, and on-line defamation, or any copyright, trademark or other intellectual property or any other right of any person and/or entity.

1. **Injunctive Relief:**

In the event of Your breach of these TOS, You agree that the Company will be irreparably harmed and may not have an adequate remedy in money or damages. The Company therefore, shall be entitled in such event to obtain an injunction or other equitable relief in the event such a breach or anticipated breach from any court of competent jurisdiction. The Company's right to obtain such relief shall not limit its right to obtain other remedies under law or contract.

1. **Use of the Website:**

Although the Website may be accessible worldwide, the Company makes no representation that the Services is appropriate or available for use in locations outside India. Those who choose to access the Website from other locations, can do so on their own initiative and at their own risk. If You choose to access the Website from outside India, You are responsible for compliance with local laws in your jurisdiction. Any offer and/or information made in connection with the Website is void where prohibited.

1. **Link to other websites:**

This Website may contain links (“Links”) to websites controlled or offered by third parties (non-affiliates of the Company). Such Links are provided for your reference only. The Company does not control such websites and are not responsible for their contents or the privacy or other practices of such websites. These Terms will not apply to Your use of any third-party website that You access via the Website . Your use of any third-party website may be subject to additional terms and conditions, which we recommend that You read carefully before You visit any such website. The Company hereby disclaims all liability for all information, materials, products or services posted, offered or that may be accessed at any of the third-party Links linked to the Website .

Further, it is up to You to take precautions to ensure that whatever Links You select or software You download (whether from our Website or other websites) is free of such items as viruses, worms, Trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

1. **User Submission:**

Content submitted by users for inclusion on the Service (including, without limitation, any information submitted on message boards, forums or other public areas of the Service) is referred to in these TOS as “User Submissions.” Whether or not any User Submission is published, it will be subject to these TOS. The Company does not guarantee any confidentiality with respect to a User Submission, regardless of whether or not it is published. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. You represent and warrant that you own or have the necessary licenses, rights, consents and permissions to your User Submissions (and all content included therein), including the right to authorize the Company to use the User Submissions in the manner contemplated by the Service and these TOS. The Content submitted by You shall: (i) not violative of any law (ii) not abusive, invasive / violative of another’s rights (iii) incite violence or disturb maintenance of public order, not affect sovereignty & integrity of India, threaten, endanger or jeopardise the security of India or be detrimental to India’s friendly relations with foreign countries etc.

You hereby grant to the Company a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Submissions or any other materials or information (including, without limitation, ideas for new or improved products or services) you communicate to the Company by all means and in any media now known or hereafter developed. You also grant to the Company the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against the Company for any alleged or actual infringement or misappropriation of any proprietary right in your communications to the Company.

The Company neither endorses nor assumes any liability for the contents of any User Submission. However, the Company shall have the right at their sole discretion to remove any User Submission or other content that, in the Company’s judgment, does not comply with these TOS and any other rules of user conduct for the Service, or is otherwise harmful, objectionable, or inaccurate. The Company is not responsible for any failure or delay in removing any such User Submission or other content. You hereby consent to such removal and waive any claim against the Company arising out of such removal of any User Submission, whether it is your own or another user’s.

1. **Force Majeure:**

The Company shall not be liable for any failure and/or delay on their part in performing any of its obligation under this Agreement and/or for any loss, damage, costs, charges and expenses incurred and/or suffered by You by reason thereof if such failure and/or delay shall be result of or arising out of Force Majeure Event set out herein. Explanation: "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Company, including, without limitation, unavailability of any communication system, sabotage, fire, flood, earthquake ,explosion, acts of God, civil commotion, pandemic, epidemic, strikes, lockout, and/or industrial action of any kind, breakdown of transportation facilities, riots, insurrection, hostilities whether war be declared or not, acts of government, governmental orders or restrictions breakdown and/or hacking of the Website and/or Information or the Services.

1. **Governing Law and Jurisdiction:**

The transactions and use of this Website and the Services, shall be governed by, construed, interpreted, and enforced in accordance with the laws of India. All disputes with respect to any matter arising from or in connection with these TOS or the Website or the Services shall be conducted exclusively before the Courts at Bangalore, India and You agree to submit to and be subject to exclusive jurisdiction of the courts of Bangalore.

1. **Grievance Redressal:**

Any complaints, abuse, or concerns with regards to the use of, or technical glitches on the Website, or breach of these TOS should immediately be informed to the designated Grievance Officer mentioned below:

Name: Naina Mishra

Email id: Onehpsupport@hp.com

Address: No. 24, Salarpuria Arena , Hosur Main Road, Bangalore – 560030

Ph no. 08061354988

1. **Miscellaneous:**

The term of these TOS will begin on the date of your completed registration for use of the Services and continue until terminated by us or by You.

If any provision of this TOS is determined to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions thereof, which shall remain in full force and effect.

The Company's failure to insist upon or enforce strict performance of any provision of these TOS together with the Privacy Policy constitute the entire Agreement between the Parties shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these TOS. The Company may assign its rights and duties under these TOS to any party at any time without notice to You.

The communications between the Company and You will be sent and received electronically. When You use the Website and provide any information on the Website; or when You click any of the buttons available on the Website ; or when You send an e-mail to Company, You are communicating with Company through electronic records. You hereby consent that such electronic records, whether sent by You or automatically generated by the computer system when You click on any of the buttons available on the Website, shall be deemed to be communications sent in writing by You. You agree that all electronic communication between the Company and You satisfies any legal requirements that such communications be in writing.

All notices to Company should be in writing and shall be made via e-mail to Onehpsupport@hp.com or such other email address as notified here by the Company and all notices to You shall be made via e-mail to the e-mail address You provide at the time of Your registration or update under Your account details on the Website from time to time.

You acknowledge that Your access to the Website and use of the Services, does not make You an employee or agency or partnership or joint venture or franchise of the Company.

Rights and obligations under the TOS which by their nature should survive will remain in full effect after termination.