

Namesco Limited

SCHEDULE J

Terms and Conditions for the provision of Office 365 Services.

Office 365 Services are provided by a third party company, Microsoft Corporation. This Schedule is accepted in conjunction with our [Terms and Conditions](#) and relates to the sale and provision of Office 365 Services through us. In conjunction with these terms you also agree to the "Online Services Use Rights" meaning the Microsoft use rights for Products which are published at <https://www.microsoft.com/en-gb/Licensing/product-licensing/products.aspx> and the Microsoft Cloud Agreement (MCA) which is published at https://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_EMEA_EU-EFTA_ENG_Sep20172_CR.pdf

1. Definitions

In this Schedule:

- a. "**Microsoft**" means the third party company providing the Products and their respective affiliates, subsidiaries and service providers.
- b. "**Minimum Term**" means the minimum amount of time that you may purchase the Product for after the order has been accepted.
- c. "**Online Services Use Rights**" means the usage rights set out by Microsoft who provides this service which you must agree to when using the Product.
- d. "**Service(s)**" means Office 365 Services provided by Microsoft and available for purchase from us as listed at <https://www.names.co.uk/info/company/price-list>.

2. Consequences of termination

- a. On termination for any reason, we will cease providing the Services and they will be deleted.
- b. If the termination is during the Minimum Term you will be liable to pay us the charges that would have arisen from the date of termination until the expiry of the Minimum Term.
- c. If you have a monthly package you are not eligible for a refund.

3. Use of the Services

- a. Your use of the Services is subject to the following Terms and Conditions:
- b. You agree to the "Online Services Use Rights" meaning the Microsoft user rights for Services which are published and include but are not limited to terms governing privacy and the handling of your data.
- c. You represent and warrant that you have the necessary rights to any data, software programs or services that you use in connection with your access or use of the Services and that such activities do not infringe the intellectual property or other proprietary rights of any third party.
- d. You agree to access and use the Services:
 - I. without violating the rights of any third party or purporting to subject us or Microsoft to any other obligations to you or any third party, and
 - II. solely in a manner that comply with all applicable laws and regulations.

- e. We will provide support to you for use of the Services and you will not receive customer support from Microsoft.
- f. This agreement is for the benefit of Microsoft and Microsoft Affiliates, licensors and suppliers, and each of the foregoing shall be entitled in its own right to require the due performance of this agreement.
- g. Availability of the Service, some of its functionality, and language versions varies by country. You may only use the Service or certain functionality of the Service, as is made available in your primary location. Information on availability is located at <https://www.microsoft.com/Licensing/servicecenter/default.aspx> at an alternate site Microsoft identifies.

4. Warranties

- a. We warrant that:
 - I. Services will perform in accordance with our [Service Level Commitment](#).
- b. The limited warranty for Services is for the duration of your use of the Services.
- c. This limited warranty is subject to the following limitations:
 - I. any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
 - II. this limited warranty does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this agreement or the Online Services User Rights, or resulting from events beyond our reasonable control;
 - III. this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and
 - IV. this limited warranty does not apply to free, trial, pre-release or beta Services.
- d. Remedies for breach of limited warranty. If we fail to meet any of the above limited warranties and you notify us within the warranty period that Services do not meet the limited warranty, then we will provide the remedies identified in the [Service Level Commitment](#) for the affected Services. These are your only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.
- e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, WE AND MICROSOFT AND THEIR AFFILIATES AND ALL THIRD PARTY SERVICE PROVIDERS PROVIDE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, DISCLAIM ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.**