

Customer One

Terms and Conditions

These terms and conditions ("**Terms**") cover the use of "Customer One" (the "**Product**") which consists of a bundle between Microsoft products, websites and services covered by the [Microsoft Customer Agreement](#) and ALEF training services ("**ALEF Services**"). You accept these Terms by creating a Microsoft account, through your use of the ALEF Services, or by continuing to use the ALEF Services after being notified of a change to these Terms.

This Customer Agreement (the "**Agreement**") is between Customer and ALEF and consists of these Terms. This Agreement takes effect when the Customer accepts these Terms. The individual who accepts these Terms represents that he or she is authorized to enter into this Agreement on behalf of the Customer.

Code of Conduct

The user undertakes:

- 1) not modify, distribute, transmit, display, publish, reproduce, license, create derivative products, transfer, or sell any information or services obtained from or through this service.
- 2) not to use and not allow any third party to use the information and services available on the website www.exemplualeftrainingondemand.ro to transmit or receive materials that contravene the legal provisions in force or have obscene content, abusive, vulgar, defamatory, offensive, threatening, violates any intellectual property right or affects the privacy of another person, urges racial, ethnic hatred or is in any other way offensive;
- 3) not to 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.

Product offer and billing

Price list

Prices for the Product will be communicated via one or more price lists that are posted on the ALEF websites and consist on:

- a) the price for using OLS Subscription Microsoft 365 Business Standard (the price available under the Microsoft [Cloud Solution Provider Agreement](#))
- b) ALEF Services as defined bellow:
 1. For a number of **users between 1-19**: **Free of charge on-demand Training** for configuring and using „Microsoft Bookings“ to schedule and manage appointments, „Microsoft Forms“ for creating feedback forms and „Microsoft Teams“ for online meetings.
 2. For a number of **users above 20**: 1 (One) **Online Training** for configuring and using „Microsoft Bookings“ to schedule and manage appointments, „Microsoft Forms“ for creating feedback forms and „Microsoft Teams“ for online meetings and projects collaboration, **one time fee of 200 EUR**, without VAT, payed in advance.

Billing

a) The Microsoft OLS Subscription for Microsoft 365 Business Standard are sold for a term of 12 months. The Customer may choose to be billed and pay for on a monthly or annual basis as follows:

1. If billed monthly, new OLS Subscriptions will be renewed automatically 12 full calendar months after the date on which the Customer purchases the OLS Subscription. If Customer chooses to not renew, Company must cancel the OLS Subscription in advance of the next scheduled invoice. For those new OLS Subscriptions billed monthly, Company will be billed in advance for each month at Customer's scheduled invoice date, based on the applicable monthly OLS Subscription price.
2. If billed annually, new OLS Subscriptions will be renewed automatically 12 full calendar months after the date on which the Customer purchases the OLS Subscription. If Customer chooses to not renew, Company must cancel the OLS Subscription in advance of the next scheduled invoice. The Customer will be billed in advance and in full at the Customer's next scheduled monthly invoice.

The unit price for the Online Service will not change during the term of the OLS Subscription (e.g. the price of the Online Services as of the OLS Subscription start date will apply for all 12 months of the fixed term). Any subsequent adjustments to OLS Subscriptions (e.g. adding seats) made mid-billing cycle will be calculated and post-billed at the subsequent invoice. If an OLS Subscription is canceled before its fixed term expires and during Company's billing cycle, 1) Microsoft may provide a prorated credit for the un-used pre-paid portion of the canceled OLS Subscription in the Company's subsequent invoice and 2) Microsoft will not invoice Company for any future scheduled billings for that OLS Subscription. At this time, OLS Subscriptions that are canceled will not incur an Early Termination Charge. At a future date, however, Early Terminations Charges may be incurred for new OLS Subscriptions that are canceled prior to their expiration. OLS Subscriptions will automatically renew for 12 months at the end of a subscription term. Renewal pricing will be based on the then-current pricing at renewal.

- b) For a number of **users above 20** the Customer will be billed in advance and in full for ALEF Services, for a one time fee of 200 EUR, without VAT.

Order

The Customer must electronically submit an order for the Product. Upon receipt of the order, Microsoft will provision the Products based on the provided Customer information. It may take up to 4 hours for the Customer to get access to the OLS Subscription.

For a number of users between 1-19, ALEF will provide a link to the Customer where he can access the on-demand training for configuring and using „Microsoft Bookings“ for scheduling and managing appointments, „Microsoft Forms“ for creating feedback forms and „Microsoft Teams“ for online meetings.

For a number of users above 20, after the Customer sends the proof of payment for ALEF Services, ALEF will send an online training request in the next 7 days, or at a convenient time for the customer, but not later than 2 months after the payment.

Invoice

ALEF will send an invoice to the Customer for the OLS Subscription between the 6th and 15th day of the next scheduled monthly invoice.

For ALEF Services, ALEF may choose to send an invoice in the next 3 working days after the Order is submitted.

Confidential Information

Definition of Confidential Information.

(1) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to Parties and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by parties or its Representatives (whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities

of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; (vi) any quantitative or qualitative or locality information about Disclosing Party's infrastructure; and (vii) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all its Confidential Information as trade secrets.

(2) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

Warranties

The user expressly declares that he understands and agrees with the following statements: The use of the services and information presented on our site/portal is at your own risk. The services and information presented on our site are provided on the “as is” or “as available” principle. ALEF 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.

ALEF does not offer any guarantee that:

- a) the services and information presented on our site meet all your requirements.
- b) the services and information presented on our site are provided uninterrupted, on time, safely or without errors.
- c) any program error is corrected.
- d) 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.

Limitation of Liability

The user agrees to exonerate from liability and not to act ALEF in court as regards any claim raised by a third party, resulting from the use of the service or the communications network of ALEF 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.

Termination

This Agreement is effective until terminated by a party, as described in the section Terms and Termination from the [Microsoft Customer Agreement](#).