

## Terms of Sale

### GENERAL TERMS OF SALE OF ZENTYAL AND DISTRIBUTION CHANNEL

#### 1. About this document

1.1 This document contains the Terms of Sale (the "Terms") applicable to the sale of products and services offered through our website [www.zentyal.com](http://www.zentyal.com). These products and services will be provided by MILLSICO LLC (hereinafter, "MILLSICO"), a company duly organized and existing under the Laws of United States, with business address in 304W 115th st PH B, Nueva York, NY, 10026, United States, as a licensee/distribution partner of the products or services marketed under the Zentyal brand. MILLSICO in this sense acts as a supplier of the products and services of Gesforeda, S.L. (hereinafter, "ZENTYAL"), a Spanish company with business address in Paseo Ruiseñores number 14-16, floor 10, 50006, Zaragoza (Spain).

1.2 By purchasing, downloading, installing or using the Products and/or Services, the customer or user ("You") accepts, without any limitation, the terms and conditions of 1. these Terms 2. the specific terms applicable to the product you are purchasing, indicated below in the Annex ("Special Terms", which terms prevail over these with respect to use of the Products/Services) 3. Our [Legal Notice and Privacy Policy](#) with respect to the processing of your personal data (jointly, the "Agreement").

1.3 You declare that you are an adult and have the legal capacity to accept this Agreement and that all information provided is true, complete and up-to-date. If You are purchasing the Products and/or Services on behalf of a corporation or legal entity, You hereby declare and guarantee to have sufficient powers to represent and bind the indicated legal person.

1.4 These Terms apply to customers, end users, partners, training centers and any other user of Zentyal Products and Services. Additional conditions and exceptions apply to Zentyal Partners agreed with ZENTYAL, holder of Zentyal rights and services. If you want to become a Zentyal Partner, please contact us through [www.zentyal.com](http://www.zentyal.com).

#### 2. Technical requirements and purchasing process

2.1 When purchasing our Products and/or Services, you must be aware of the existing limitations and requirements in relation to computer systems, other applications or computer programs, or connectivity for accessing and using them with their full features and options. Also, to use some of our Products and/or Services, You must have a valid client account.

2.2 You can purchase our Services through our website at <https://www.zentyal.com/shop/>. Once You have completed the purchasing process, You will receive an email confirmation and these Terms.

2.3 You must register at our store at <https://www.zentyal.com/shop/> to purchase our Products and/or Services. All the data you provide must be complete, accurate and up to date. You are responsible for maintaining the confidentiality of the access data for the client account, and are fully responsible for all activities that occur under this account. You agree to immediately notify MILLSICO any unauthorized use of the client account or any other breach of security. MILLSICO cannot and will not be liable for any loss or damage arising from Your failure to comply with this section.

### 3. Conditions applicable to our Products and Services

3.1 By accepting this Terms and purchasing our Products and/or Services You will be allowed: a) to receive, use and/or access to add-ons, support and other services under the Zentyal brand; b) to access, participate and complete our on-line courses and or our certification exams in order to obtain the relevant certification and recognition; and c) to use Zentyal documentation and materials for your personal or professional (non-commercial) use, especially for training and certification processes. All in accordance with these Terms and the Specific Terms applicable to the relevant product/service set out below.

### 4. Privacy and data protection

4.1 By purchasing our Products and/or Services You provide us some data that may be considered personal in accordance to Spanish and European Laws. This data will be used for processing your purchase and for providing our Products and/or Services under the Law, these Terms and our [Legal Notice and Privacy Policy](#).

4.2 Where applicable (particularly when you purchase commercial Zentyal software products and services), You hereby agree and authorize us to provide your client data to the partner assigned to You under these Terms, and to any other service provider, intermediary or professional involved or related to the Products and/or Services purchased by You, to the limit extent for providing them.

4.3 We will process your data in accordance with our Privacy Policy only for providing the Products and/or Services and on the basis of your authorization and instructions. The data may not be retained or used for other purposes, except when required by Law and when expressly indicated and accepted by You.

4.4 In relation to support services, we can process customers' personal data, specifically in accordance with EU General Data Protection Regulation 2016/679. Where applicable, You can download and sign our Data Protection Addendum [here \(Zentyal Data Protection Addendum\)](#).

### 5. Intellectual and industrial property

5.1 Our Products, including software, applications, databases, books and other documents, and their code, design, images, logos, sounds and texts are protected under intellectual property laws and international treaties and property, except indicated, of ZENTYAL. You agree to use the same in accordance with the applicable license terms. Any non-authorized transformation of such contents, or the removal or modification of any proprietary notices, including copyright and trademark notices, contained in those contents is strictly prohibited.

### 6. Pricing and payment

6.1 Prices or fees to be paid by You for the Products and/or Services are provided by your partner or established in your order form and shopping cart, broken down into the Product/Service price, taxes and, if applicable, delivery costs. Prices appearing in our shop, before adding the Products and/or Services to the cart, do not include any taxes or delivery costs.

6.2 Prices must be paid in Euro or US Dollars. You agree to pay the amounts indicated in total price or fees, not including any transaction or payment costs, charges for foreign currency exchange or any other imposed by any third party. Any failure by You to make payment in full or in part by the due date may allow MILLSICO to suspend or cancel the Products and/or Services and/or this Agreement.

6.3 By providing us with a payment method the User acknowledges that he/she is authorized to use the means of payment and payment addresses and that all the provided information is accurate and true, (b) authorizes MILLSCO to collect the fee for the services to which the user has decided to subscribe, (c) commits to update his/her account information, including e-mail address, payment card number, expiration date or any other relevant information, so that MILLSCO can complete the necessary transactions and is able to get in touch with the user if necessary. All products or services will be invoiced at the time of hiring.

## 7. Warranties and liability

7.1 Except as provided in the Special Terms, and to the maximum extent permitted by mandatory applicable law, in no event will MILLSCO be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Products and/or Services, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory.

7.2 In any case, MILLSCO's maximum cumulative liability and clients, customers and users' exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount paid by You for the Services.

7.3 MILLSCO will not be liable for non-fulfillment of obligations, or any damages, by third parties that may affect the provision, access and use of the Services, including any acts or omissions of a partner.

## 8. Return policy

8.1 You may freely cancel your purchase and ask for a return within a period of seven working days following the date on which You receive or have access to the Products and/or Services. In this case, You must notify MILLSCO of your petition and, where applicable, send to MILLSCO offices, at your own cost and risk, the purchased item in its original packaging.

8.2 Once the item is received by MILLSCO and everything is correct, we shall repay the amount paid by You within a maximum period of thirty days.

8.3 This return policy is conditioned upon the Products and/or Services not being activated, installed or in any way used by You. Moreover, we will not admit any return if the seal, packaging or item has been opened or damaged.

## 9. Termination

9.1 Without prejudice to the Specific Terms applicable to each Product or Service you have acquired, this Agreement may be terminated in case of expiration of its term and non-renewal.

9.2 Furthermore, any party may terminate early this Agreement in case of breach or failure to comply with these Terms obligations by the other party, giving 15 days' notice in writing.

## 10. Changes to these Terms

10.1 MILLSCO reserves the right to make, at any time, any changes and updates to the Products and/or Services, as well as to these Terms, without prejudice to acquired rights, and to temporarily suspend access to perform maintenance tasks

or improvements, and no claim whatsoever for this or for the damages or inconvenience deriving from this shall be admissible.

10.2 Any change on these Terms will be noticed to You by email. Any later access or use of the Products and/or Services implies the full acceptance of those changes.

## 11. Miscellaneous

11.1 You acknowledge and agree that your latest email provided to MILLSICO is Your full address for any communication from MILLSICO required or permitted to be given hereunder, including for issuing invoices to you in electronic format.

11.2 Any waiver or concession on the part of MILLSICO shall not limit or affect its rights with respect to any future breach of any of the provisions of these Terms of Service.

11.3 These Terms of Service constitutes the entire agreement between the parties with respect to the subject matter hereof.

## 12. Applicable law and jurisdiction

12.1 The Terms and Conditions herein shall be construed and applied in all its extent according to the laws of the state of New York, United States.

12.2 By accepting them and unless was not permitted by Law, You hereby irrevocably submit to the exclusive jurisdiction of the relevant court sitting in New York, United States, in any action or proceeding arising out of or relating to this Terms of Service.

## Annex – Terms applicable to Products and Services

1. Books. Our books are intellectual property of ZENTYAL, or, where appropriate, of third-party licensors and their content is protected by national and international copyright laws. Except as otherwise provided by applicable law, you may not copy, distribute or communicate to the public the books or any part of them. Nothing in these conditions implies the concession of license or any right in favour of the Client.

2. Online Training and Certification. The conditions for participating in the online training courses and taking the ZeCA exam are set out [here](#).

3. Zentyal Server. On acquiring the Commercial Zentyal Server Edition, you accept the corresponding terms set in the Terms and Conditions that are available [here](#).

Without prejudice to the Zentyal Terms and Conditions:

3.1 IPR. Large part of our software is released under GNU General Public License version 2 or higher, which means anyone is allowed to copy, distribute or modify our software under the terms of this licenses. No restrictions nor additional conditions, in terms of copyright, will be imposed to You. However, keep in mind that certain developments are subject to other licenses or specific restrictions. In case of doubt, contact us.

3.2 Partners. ZENTYAL and MILLSICO have a network of partners which provide commercial support and services, including installation, integration and configuration, updates, remote server monitoring and management and

maintenance services. Our policy is that those services related to Zentyal software are provided by companies and professionals near your area, who understand your needs and requirements.

3.3 Quality of Service. Our partners undergo an assessment and validation process and they declare their commitment to ensure a high level of services. In case your partner does not comply with the Zentyal Terms and Conditions and/or the other agreements signed with You, You may request for a change of partner. In this case, You must notify MILLSICO, who will try to solve the dispute through amicable negotiation by both parties. In the event this was not possible and MILLSICO recognizes a significant breach of the partner obligations and duties, a new partner will be assigned to You. In any case, you acknowledge that Zentyal partners act as independent contractors, without MILLSICO or ZENTYAL assuming any liability arising from the services provided by them or in relation to the business that customers and partners can subscribe to each other.

3.4 Technical support. Technical Support on our Products and Services will be provided by the partner in accordance to the [Zentyal Support Customer Guide](#), which will form part of this agreement.

3.5 Independence. You hereby acknowledge and accept that the services and terms agreed by You and the partner are outside your relationship with MILLSICO/ZENTYAL.