



# MyD3 Terms of Sale



## MyD3 Terms of Sale

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# MyD3 Terms of Sale

**MyD3** is Data#3's business to business eCommerce portal. Data#3 acts as reseller of the Products and delivers Packaged Services made available through MyD3. These MyD3 Terms of Sale apply to purchases Your organisation makes through MyD3. A reference in these MyD3 Terms of Sale to You and/or Your organisation, is a reference to the organisation on whose behalf You transact.

Data#3 may update the MyD3 Terms of Sale at any time to reflect, for example, changes in Third Party requirements or when additional Products or Packaged Services are made available in the Catalogue. The MyD3 Terms of Sale presented at the time of purchase will be the terms that apply to a particular transaction.

If You do not agree to the MyD3 Terms of Sale, do not place an order through MyD3. Instead, You may download your Cart and contact your Account representative or our Support Team.

Capitalised terms used in these Terms of Sale are defined in Schedule 1 to these Terms of Sale.

## 1 Transacting through MyD3

- 1.1 **MyD3 Terms of Use:** the [MyD3 Terms of Use](#) apply to and are incorporated as part of the MyD3 Terms of Sale.
- 1.2 **Acceptance of an Order:** When You are ready to make an offer to purchase, You will be asked to "Complete Order" or "Make a Commitment" or "Update Subscription" (or like wording). By proceeding with the order at that point, You are making an irrevocable offer to purchase the selected Products and/or Packaged Services. An offer is not accepted by Data#3 until the earlier of:
  - (1) Data#3 provides electronic confirmation in MyD3; or
  - (2) Your Product subscription status in MyD3 is updated to 'Active' and is not showing as 'Locked' or 'Pending'; or
  - (3) You receive a confirmation email from Data#3.

Data#3 is not obliged to accept an offer. If Your offer cannot be accepted for any reason, Your subscription will show as 'Locked' or 'Pending' until acceptance or refusal. Data#3 may contact you to discuss completion of the transaction. You may be asked to resubmit your Order for reasons including but not limited to a change in Third Party pricing following submission.
- 1.3 **Requesting a Quotation:** You may contact our Support Team for a quotation if You prefer to transact outside MyD3. Pricing in Your Cart is only valid at the time it is viewed for purchases via MyD3. Transactions outside MyD3 are subject to the price and terms agreed at the time an agreement is formed. Where no reference to terms is made, Data#3's Terms of Trade will apply. If Your organisation has a Punch Out Process, a separate written agreement will apply.
- 1.4 **Changes to an Order:** Cancellation or changes to an Order are not permitted, unless approved in writing by the Third Party and Data#3. Cancellation and/or changes cannot be requested through MyD3. To request a cancellation or change, You must contact Data#3's Support Team within Business Hours.
- 1.5 **Good Faith:** each party will cooperate and act reasonably and in good faith to ensure the timely progress and fulfillment of our respective obligations under these MyD3 Terms of Sale.

## 2 The MyD3 Catalogue

- 2.1 **Products and Packaged Services:** Data#3 has made a selection of Products and Packaged Services available for purchase through MyD3. Data#3 may update the Catalogue at its discretion from time to time.
- 2.2 **Third Party T&Cs:** Products available on MyD3 are offered subject to the terms and conditions published by the applicable Third Party. These Third Party T&Cs describe the Product specifications and govern Your organisation's use rights and obligations in the Product together with any applicable agreement with Data#3. Data#3 will use reasonable endeavours to provide You with a copy of the Third Party T&Cs. By purchasing a Product, You accept the Third Party T&Cs relevant to that Product and agree to comply with your obligations under them, regardless of whether they have been provided to You by Data#3. Third Party T&Cs are typically published on the Third Party's website. You may contact our Support Team for assistance in locating the applicable Third Party T&Cs. You indemnify Data#3 for any loss we incur in connection with your breach of the Third Party T&Cs.
- 2.3 **Microsoft T&Cs:** when You purchase Microsoft Products You must comply with the relevant Microsoft Agreement. Importantly, the Microsoft Customer Agreement accessible via <https://aka.ms/customeragreement> will apply to Microsoft Cloud Solution Provider (CSP) Products ("Microsoft Cloud Asset Products"). You must not purchase Microsoft Cloud Asset Products if you do not accept these terms. You indemnify Data#3 for any loss we incur in connection with your breach of the Microsoft Customer Agreement.
- 2.4 **Products:** hardware, software, 'as a Service' offerings, associated support and maintenance and Third Party services ("Products"), are manufactured, developed or delivered by Third Parties and resold through MyD3 by Data#3. You are entitled to the benefit of the Product or service warranty, 'as a Service' service levels, and any support or maintenance You purchase. Data#3 is not responsible for the delivery or enforcement of the warranty, service levels or support and maintenance. If you become entitled to a remedy as a result of a Third Party's failure to meet any service levels, Data#3 will only be liable for such remedy to the extent the Third Party makes the remedy available to Data#3. Data#3 will have no liability if the Third Party makes the remedy available to You directly. For the avoidance of doubt, Data#3 does not subcontract any Third Party services via MyD3.
- 2.5 **Product Security and Cloud Hosting:** Where a Product is deployed in Your IT environment or requires hosting or storage of information by a Third Party on your behalf, You acknowledge the Third Party's privacy and security measures will apply as specified in the Third Party T&Cs. Data#3 is not responsible for the secure development, deployment or operation of Products. You indemnify Data#3 for any loss or damage You incur in connection with an information security incident caused or contributed to by a Product. Unless specified otherwise by the Third Party, You are responsible for back up of Your data hosted or stored by a Third Party.
- 2.6 **Packaged Services:** Data#3 may make its own professional or managed services available for sale through MyD3 (each a "Packaged Service"). Packaged Services will be delivered in accordance with a standardised service description ("Service Description") and are sold subject to these MyD3 Terms of Sale. Where a Packaged Service involves the resale of a Third Party service, the Third Party T&Cs are included in the Service Description and form part of the terms of sale for that Packaged Service. The Third Party

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T&Cs will take precedence to the extent of any inconsistency with a term in these MyD3 Terms of Sale.

- 2.7 **Cloud View:** Within MyD3, you may be given access to tools to assist you to monitor and manage your usage of Third Party Cloud Assets (“**Cloud View**”). Cloud View processes information received from the Third Party Cloud Asset Product provider. The information provided is for your internal business use only and may not be published outside of MyD3. Data#3 does not make any warranty that the information aggregated by Cloud View will be complete and error free at all times. You should refer to invoicing information provided by Data#3 as the source of truth for information on Your actual Product usage. You must promptly raise a ticket in MyD3 to notify Data#3 of any actual or suspected errors or omissions in your Cloud View data. Data#3 does not warrant the availability of Cloud View. Data#3 may perform maintenance or changes to Cloud View at any time and will use reasonable endeavours to maintain continuity.

- 2.8 You are the owner of data in Your Cloud View reports, but Data#3 or its licensors retain all background intellectual property in the Cloud View tool. Cloud View is made available to you subject to the MyD3 Terms of Use.

### 3 Customer's General Obligations

- 3.1 **Selection of Products:** You are responsible for ensuring that the Products You purchase through MyD3 are fit for Your intended purpose and that You purchase an adequate quantity for Your organisation. Products can only be returned, cancelled or suspended in accordance with the Third Party T&Cs. Data#3 is not responsible for Your or the Third Party's compliance with the Third Party T&Cs.
- 3.2 **Business Use:** Products made available through MyD3 are for Your own business use, in the country in which Your organisation is registered. Products may not be on-sold, exported or used offshore without written consent from Data#3. Compliance with this clause is important to ensure availability of warranty and support from the Third Party and for compliance with Sanctions Law. You indemnify Data#3 for any damage arising from Your breach of this clause or any Third Party T&Cs. This clause is not intended to restrict the use of personal devices for periods of travel.
- 3.3 **Customer Responsibilities:** The Service Description for Packaged Services may outline customer responsibilities that are essential for the successful delivery of the services. You are required to perform all customer responsibilities or dependencies stated in the Service Description or otherwise agreed in writing. To enable Data#3 to deliver Products or Packaged Services, You will ensure that:
- (1) any information requested of You is provided in a timely manner and is current, accurate and complete;
  - (2) You do not unreasonably withhold or delay the provision of any agreement, acceptance, approval, assistance or other resource required by Data#3;
  - (3) if required to deliver the Products or Packaged Services, Data#3 is provided with necessary access to your systems and premises and that you securely manage Data#3's offboarding once access is no longer required
- 3.4 **Privacy Consents:** You must ensure appropriate consent is obtained to enable Data#3 to share relevant Personal Information and other relevant data with a Third Party for the purpose of making the Product or Packaged Service available to Your organisation and its personnel. Data#3 collects and uses information provided to it in accordance

with its Privacy and Information Policy available via <https://www.data3.com/privacy/>. Data#3 will obtain a copy of any Third Party privacy and/or security policy for your review, on request. Data#3 is not responsible for any of your data that is accessed or stored by a Third Party.

- 3.5 **Site Preparation:** You will be responsible for all site preparation as required to enable efficient delivery and implementation of the Products and Packaged Services, as the context admits.
- 3.6 **Policies and Procedures:** You are responsible to ensure that Data#3 is specifically and sufficiently informed of Your relevant policies and procedures (including in relation to information security management) that you request Data#3's compliance with during delivery of Packaged Services. Data#3 does not accept, and is not deemed to have accepted, any such policy or procedure until and unless otherwise confirmed by Data#3 in writing to You.

### 4 Termination of Products and Packaged Services

- 4.1 **Minimum Term and Auto-Renewal:** the minimum term for delivery of Cloud Asset Products or Packaged Services will be agreed in MyD3. Some Products may automatically renew on expiry of the initial term in accordance with the relevant Third Party T&Cs.
- (1) For some Microsoft Products, if subscription is discontinued, there will be no grace period for accessing services. In such circumstances, data retention is preserved but the subscription cannot be recovered or re-activated in accordance with the Microsoft terms and conditions.
  - (2) To minimise the risk of premature account administration, when the initial commitment term expires, the default renew option selected will be 'Renew to Extended Service Term (“**EST**”)'. Where an EST is adopted, Your subscription will continue on a month to month basis until otherwise changed by You in MyD3.
  - (3) You will be responsible for any pricing differences between EST subscriptions and those with a minimum term.
- 4.2 **Minimum Commitment:** on acceptance of an order for relevant Cloud Asset Products and/or Packaged Services, You commit to paying all future amounts relevant to that order referenced in MyD3 at any time, during the agreed minimum term. Amounts referenced in MyD3 may change if you add Products to your Cloud Asset subscription during the minimum term.
- 4.3 **Early Termination - Products:** early termination and/or cancellation of auto-renewing Cloud Asset Products is only permitted in accordance with the Third Party T&Cs. You are responsible for managing required notice periods and for payment of early termination costs imposed by the Third Party or Data#3. If you choose to transfer your Cloud Asset Product to an alternate reseller, You must provide Data#3 with 30 days' advanced written notice. You will be responsible for all costs invoiced by Data#3 until the Third Party Cloud Asset Provider ceases invoicing Data#3. You must therefore follow all reasonable directions given by Data#3 and comply with any Third Party process to give effect to Your transfer.
- 4.4 **Early Termination - Packaged Services:** unless specified otherwise in the Service Description, Data#3 requires a minimum of 90 days' advanced written notice for cancellation or early termination of any Packaged Service. You may also incur Early Termination Costs if specified in the Service Description.

If:

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- (1) Products have been sold with the inclusion of Packaged Services ("**Bundle**"), then Early Termination Costs may include the amounts that would have become due during the minimum term, for all or any component of that Bundle, but for the early termination or any subsequent term where notice of cancellation or termination is not provided with at least five business days' notice additional to that required by the Third Party T&Cs to account for administrative processes;
- (2) Your Packaged Service requires deployment of Products, the cost of which is included in payments to be made by instalment (either expressly or as a Bundled charge), all charges for Products that would have become due, but for the early termination will become due and payable on the date of termination. The Service Description will specify whether the Early Termination Costs will include some or all of the service or transition costs.

### 5 Data#3's General Obligations

#### 5.1 Resale of Products: Products are resold by Data#3 in accordance with the following:

- (1) Any delivery dates are estimates only, and are subject to change at any time, without prior notice. Data#3 is not responsible for delays in delivery caused by a Third Party or for other reasons beyond the reasonable control of Data#3;
- (2) Data#3 is not responsible for an inability to supply Products as a result of changes related to the supply of Products by the relevant Third Party;
- (3) Risk of loss or damage to Products will pass to You when the Products are delivered to You;
- (4) Except for software, title in Products will remain with Data#3 until the Products have been paid for by You in full. The Third Party will retain title in software.
- (5) Warranties for the Products are limited to the Warranties referenced at clause 2.4. Data#3 will provide you with reasonable assistance in obtaining the benefit of such warranty. For purchases of Products under \$100,000 (or the relevant monetary value prescribed by law to reflect the definition of a consumer), You are entitled to the consumer guarantees under the Australian Consumer Law, which cannot be excluded by Data#3.

#### 5.2 Access Credential Management: in order to perform Product delivery and Packaged Service functions, Data#3 may require remote access to Your Products. Access may be required for functions such as responding to billing enquiries, provisioning licence or warranty entitlements and delivering support. Data#3 employs Roles Based Access Control on a Just Enough, Just in Time basis. For example, when providing Cloud Asset services for Microsoft Products, as a minimum, Data#3 must be provided with ongoing Billing Administrator, Directory Readers, Licence Administrator, Service Support Administrator and Usage Summary Reports Reader Entra ID roles, but may require higher level privileges to provide Microsoft Product support or Packaged Services. All access credentials remain Your property. Data#3 will use appropriate technical and organisational controls to preserve the security of the access credentials. You acknowledge that Data#3 cannot provide the Cloud Asset services, support or related Packaged Services via MyD3 without the minimum access levels listed above. You indemnify Data#3 for any loss or damage you incur in

connection with your restriction of our access.

- 5.3 **Compliance with Laws and Policies:** Data#3 agrees to operate and perform its obligations in accordance with any applicable laws. Data#3 will require that its personnel comply with Your specific policies and procedures that they are trained in and made aware of in accordance with clause **Error! Reference source not found.** above.

### 6 Prices and Payment

- 6.1 **Cart Pricing:** Unless You are informed otherwise prior to acceptance of your order, and subject to clause 6.2 the price for Products and Packaged Services is the price presented in Your Cart at the time You place an order. Your Cart may be refreshed by MyD3 at any time prior to order placement.
- 6.2 **Price Amendments:** Data#3 reserves the right to requote at any time prior to order acceptance, if its costs change for reasons outside of its control (e.g. vendor price changes or currency fluctuations). Prices are exclusive of GST.
- 6.3 **Currency Fluctuations:** Prices are in Australian currency unless specified otherwise. Prices may be based on a foreign currency to Australian dollar exchange rate. Amounts invoiced for later instalments under subscription or consumption agreements may vary in accordance with changes in the exchange rate and you agree to pay such amounts.
- 6.4 **Payment Terms:** You must have a Credit Application approved by Data#3 in order to make purchases in MyD3. Unless the Products being purchased are Cloud Assets or Packaged Services, you will be invoiced for all Products following delivery to your site. Payment is due within the terms agreed in your Credit Application. Payment must be made to the bank account nominated on Data#3's invoice. If applicable, payment may be made at the time of purchase using a credit card in MyD3.
- 6.5 **Instalment Payments:** Certain Products (including Cloud Asset Products) and Packaged Services will be charged by instalment in accordance with an agreed billing cycle ("**Billing Cycle**"). You agree to pay all fees and charges for instalments at the time they fall due. The date for each payment due in a Billing Cycle will be displayed in MyD3 ("**Billing Date**"). Without prejudice to the minimum commitment made in accordance with clause 4.2, Data#3 will provide an invoice for each Billing Cycle and Your payment will be due within the payment terms agreed in Your Credit Application. For Products with pricing based on consumption, ingestion or usage, the amount invoiced will be based on the consumption, ingestion or usage measured by the Third Party. Amounts paid are non-refundable unless approved by the Third Party. If You dispute any invoiced amount, You must provide written notice to Data#3 within 5 business days of the Billing Date. Unless Data#3 at its sole discretion, confirms that it has made an invoicing error, Data#3 will use commercially reasonable efforts to assist you to obtain a resolution from the Third Party, and You accept that the Third Party's decision is final.
- 6.6 **Failure to make Payment:** Data#3 may suspend or terminate Cloud Assets if You fail to make payment within 15 Business Days of the due date. You acknowledge that this is fair and reasonable action for Data#3 to mitigate its loss caused by your failure to pay on time. Unless the Third Party provider accepts the suspension or termination of payments for Your Cloud Asset, you will remain liable to Data#3 for all current and future invoices under the agreed minimum initial term, notwithstanding Data#3's suspension or termination of your Cloud Asset subscription. Data#3 is not liable for any loss or damage that may arise as a result of early suspension or termination of the Cloud Assets, and you are

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solely responsible for ensuring processes are in place to mitigate such loss or damage.

### 7 Adding Products to a suite

7.1 **Existing CSP Customer transferring to MyD3:** if You are an existing CSP Customer, management of Your CSP will be transferred to MyD3. Any existing licence entitlements will be reflected in MyD3 and You may make changes to Your Product suite in accordance with clause 7.3. The terms of Your existing CSP reseller agreement will continue to apply for the initial term, except that You may use MyD3 to add Products to your CSP subscription in accordance with these Terms.

7.2 **New CSP Agreements:** A new CSP agreement is formed when You place an initial order for Microsoft Cloud Access Products through MyD3 and nominate Data#3 as Your CSP for a new period (“**CSP Agreement**”).

7.3 **Cloud Asset Product Management – CSP:** Once You have an established CSP Agreement in MyD3, You may use MyD3 to add CSP Products to Your CSP Agreement. These MyD3 Terms of Sale will apply to any amendments You make to Your CSP Product suite. Payment for CSP Products added to Your CSP Agreement will be invoiced with the next Billing Cycle and will continue to be billed until termination of your CSP Agreement. Termination of a CSP Agreement must only occur in accordance with Microsoft’s Third Party T&Cs or as otherwise agreed in writing by Microsoft and Data#3.

### 8 Packaged Service specific conditions

8.1 **Packaged Service SLAs:** during the agreed term, Packaged Services will be delivered in accordance with the relevant Service Description, including any service levels it sets out. Service level failures will be managed in accordance with the regime provided in the relevant Service Description. Your rights and Data#3’s obligations in the event of service level failures are limited to the described service level failure regime. Where no regime is specified, Data#3 offers to meet its service level obligations on a best efforts basis.

8.2 **Third Party Tooling:** You acknowledge and agree that a Packaged Service may be dependent on incorporated Third Party Tools. These tools may require:

- (1) the resale or sublicense of SIEM or other monitoring software (“**Monitoring Software**”) by Data#3 to conduct functions specified in a Service Description; or
- (2) access to or the resale by Data#3 of, certain products, services and solutions provided by Third Parties, to enable Data#3 to meet its obligations under a Service Description.

8.3 **Use of Third Party Tools:** Your use of Third Party Tools must not breach the Third Party T&Cs, including any end user licence agreement, which may be referenced in the Service Description. Data#3 reserves the right, without liability and in its sole discretion, to suspend or terminate the provision of the applicable Packaged Service in response to Your breach of any applicable Third Party T&Cs.

8.4 **Reliance on Third Party Tools:** While Data#3 has taken care to select reliable Third Party Tools, Data#3 makes no representations and provides no warranties as to the availability, functionality or performance of the Third Party Tools other than those set out in the Service Description or in documentation published by the Third Party provider.

8.5 **Limited Liability where Third Party Tools fail:** Data#3’s liability to You for any loss or damage caused or contributed to by the performance or non-performance of a

Third Party Tool (if any) shall in no circumstances exceed \$5,000. This clause sets out Your sole remedy and Data#3’s entire liability arising out of the availability, functionality or performance of the Third Party Tools.

8.6 **Telecommunications and the Internet:** Data#3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over third party communications networks and facilities, including any networks and facilities provided by You or by third parties, or the internet, and You acknowledge that the Packaged Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities and such delays will not constitute a breach of these Terms by Data#3. You remain responsible for data transferred over third party communications networks and facilities and must ensure transfer is in accordance with applicable local laws.

8.7 **Packaged Service Limited Warranty:** You acknowledge that the use of the Packaged Services may not be without interruption and may not be free of errors and that the existence of errors or interruptions shall not constitute a breach of these MyD3 Terms of Sale. Except for those warranties that cannot be excluded by Australian law, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these Terms or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including any implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

8.8 **High Risk Applications:** You acknowledge and agree that the Packaged Services have been designed and tested by Data#3 or its Third Parties for use in ordinary business environments and not for use in any high-risk applications, including the operation of nuclear facilities, aircraft navigation, air traffic control, emergency communications systems, life support machines, weapons systems, any critical infrastructure (as defined in the *Security of Critical Infrastructure Act 2018* (Cth)) or any other application where the failure, interruption, inadequacy or malfunction of any Packaged Service can reasonably be expected to result in death, personal injury, severe property damage or severe environmental harm (**High Risk Applications**).

### 9 Confidentiality

9.1 Except as expressly provided elsewhere under the MyD3 Terms of Sale, each party shall maintain in confidence the Confidential Information disclosed by the other party and apply security measures no less stringent than the measures which that party applies to protect its own like information (but in any event not less than a reasonable degree of care) to prevent unauthorised disclosure and use of the Confidential Information.

### 10 Risk Apportionment

10.1 **Exclusion of Consequential Loss:** Notwithstanding anything to the contrary contained in these MyD3 Terms of Sale, neither party will be liable to the other or a third party for any indirect, special, incidental, punitive, exemplary or consequential loss or damages whether such damages are alleged as a result of tortious conduct (including negligence) or breach of contract or a liability arising under an indemnity or otherwise even if the other party has been advised of the possibility of such damages and regardless of whether any remedy herein shall have proven ineffective. Such loss or damages shall include but not be limited to cost of removal and reinstallation of the Products, claims by third parties, loss of goodwill, loss of profits, loss of use of data or software, interruption of business or other economic loss. Nothing in this clause shall operate to exclude liability for

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death or personal injury resulting from either party's negligence.

10.2 **Limitation of Liability:** Data#3's maximum liability to You in aggregate for all claims, damages, costs, losses and expenses, made against Data#3 in contract, tort, pursuant to an indemnity or for any other common law or statutory cause of action or any wilful, unlawful or negligent act or omission of Data#3 or its employees, personnel, agents or subcontractors, under or in connection with:

- (1) any loss, damage, cost or expense ("**Loss**") arising from the sale of the Product or Packaged Service that gave rise to the Loss:
  - a. In respect of Products the price paid by You to Data#3 for the Product;
  - b. In respect of Packaged Services, the lesser of \$500,000 and the price paid by You to Data#3 for the Packaged Service in the 12 months preceding the date the cause of action arose.
- (2) In no event will Data#3's liability to You exceed \$1,000,000 in relation to a single claim or series of related claims.

10.3 **Related Body Corporate ("RBC") losses:** In respect of any Products and/or Packaged Services provided for the benefit of any RBC, Data#3 will have the benefit of the limitations and exclusions of liability available to it under these MyD3 Terms of Sale as if Data#3 was supplying those Products and/or Packaged Services to You and You indemnify Data#3 in respect of any liability to each RBC to the extent the liability would not have arisen had those Products and/or Bundled Services been provided to You.

10.4 **Proportionate Liability:** Subject to the limitations and exclusions of liability in this clause, if a party ("**Claimant**") makes a claim or commences proceedings against the other party ("**Recipient**") seeking indemnification against, compensation for or recovery of any liabilities, losses, damages, costs or expenses suffered or incurred by the Claimant in connection with these MyD3 Terms of Sale, the Recipient's liability for that claim or those proceedings will be reduced proportionately to the extent that any act or omission of the Claimant or any of its officers, agents, employees or contractors causes or contributed to those liabilities, losses, damages, cost or expenses.

## 11 Term

11.1 Each transaction taking place in MyD3 creates an individual and independent contract that will commence on acceptance of the order and continue in force for the term set out therein or until each party has fulfilled its obligations under that individual contract (or it is cancelled or terminated in accordance with the individual contract and these Terms).

## 12 Disputes

12.1 **Dispute Resolution Process:** In the event of a dispute arising, You must first contact the Support Team or a manager within Data#3. The parties will work to resolve the dispute through negotiation before lodging any formal claim.

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### Schedule 1 - Definitions

**Cart** means any section in MyD3 which shows the Products or Packaged Services You have selected and provides the then current price for that selection. The Cart will also provide an option for You to make an offer to purchase the Products.

**Catalogue** means the Products and Packaged Services made available by Data#3 for purchase in MyD3, regardless of how they are displayed.

**Cloud Assets** means any subscription, usage, ingestion or consumption based product that is made available to MyD3 users under the Cloud Asset tab in MyD3 or otherwise identified as a Cloud Asset Product. Cloud Assets typically comprise Products 'as a Service' such as Software as a Service or Infrastructure as a Service.

**Confidential Information** means any trade secrets embodied in any information relating to, but not limited to, the commercial activities, product pricing, technologies, business processes, client relationships, strategic information and any other information related to the conduct of each party's businesses.

**Distributor** means a third party distributor of Products that offers products to Data#3 for resale (often subject to Third Party terms).

**Entra ID** means Microsoft's cloud-based identity and access management service (formerly known as Azure Active Directory) used to manage user identities, authentication and access to applications and services.

**Microsoft Agreement** means the applicable agreement entered into directly between a customer and Microsoft governing the licensing and use of Microsoft Products, including any Microsoft Customer Agreement, licence terms, service descriptions, subscription terms and service level agreements applicable to those Products.

**Packaged Services** is defined in clause 2.6

**Products** means goods and/or services included in the Catalogue or otherwise open to Customer offers on MyD3 as described in clause 2.4.

**Punch Out Process** is a process that enables You to access MyD3 from Your organisation's Enterprise Resource Platform.

**Third Party** means an original licensor, equipment manufacturer, cloud service provider, Distributor, host, and/or support and maintenance provider that has appointed Data#3 as a reseller of its Products or made its Products available to Data#3 for resale through a Distributor.

**Third Party T&Cs** means the specifications, terms and conditions applied by any Third Party to a Product or its use. These may include any end-user licence agreement (EULA), product warranties, scope or level of service, privacy and security or any other terms applied by a Third Party to the acquisition or use of a Product.

**Third Party Tools** means software, tools, platforms or services owned, licensed or provided by a third party and used in connection with the delivery of the services.

**Sanctions Law** means laws in Australia or elsewhere, that prevent the export of Products to identified countries. Sanctions Laws are typically enacted to combat terrorist or other sanctioned activity

**Service Description** is defined in clause 2.6

**Support Team** means the Data#3 sales and products support team contactable, including via [Contact Us - Data#3](#).