



Terms and Conditions of Sale

Effective Date: January 1, 2026

Company Legal Name: IT Partner LLC

DBA: O365HQ

Address: 3422 Old Capitol Trail #679, Wilmington, DE 19808-6124, USA

Contact Email: sales@o365hq.com

Phone: +1-855-700-0365

Contents

Table of Contents	Error! Bookmark not defined.
1. Scope and Acceptance	3
2. Product Availability and Pricing.....	3
3. Order Acceptance	3
4. Payment Terms.....	3
5. Taxes	3
6. Shipping and Risk of Loss	3
7. Returns and RMA Policy.....	3
8. Software Licensing and Cloud Services	4
9. Subscription Auto-Renew Disclosure.....	4
10. Manufacturer Warranty	4
11. Vendor and TD SYNEX Flow-Down Terms	4
12. Vendor Outage and Service Dependency Disclaimer	4
13. Limitation of Liability	4
14. Mandatory Arbitration	4
15. Force Majeure.....	5
16. Export Compliance.....	5
17. Account Security	5
18. Governing Law.....	5
19. Revision History.....	5

1. Scope and Acceptance

These Terms and Conditions ('Terms') govern all purchases made through MyShop ('Seller', 'we', 'us', or 'our').

By placing an order, Customer ('Customer', 'you') agrees to these Terms.

2. Product Availability and Pricing

All pricing is subject to change based on distributor pricing including TD SYNEX and authorized vendors.

Prices exclude taxes, shipping, insurance, configuration, and installation unless stated.

3. Order Acceptance

Orders are not accepted until shipment or written confirmation.

Seller reserves the right to cancel or limit any order.

4. Payment Terms

Accepted payment methods include credit card, ACH, wire, and approved credit accounts.

Late payments may incur 1.5% monthly interest or the maximum permitted by law.

Seller reserves the right to suspend services for overdue accounts.

5. Taxes

Customer is responsible for all applicable taxes unless valid exemption certificates are provided.

6. Shipping and Risk of Loss

All shipments are FOB Shipping Point unless otherwise agreed.

Risk transfers upon shipment.

7. Returns and RMA Policy

All returns require RMA approval.

Restocking fees of 15–25% may apply.

Software, subscriptions, and special orders are non-returnable.

8. Software Licensing and Cloud Services

All software is governed by publisher EULA and service agreements.

Seller is not responsible for vendor service performance.

9. Subscription Auto-Renew Disclosure

Subscriptions automatically renew unless cancelled prior to renewal date.

Customer authorizes recurring billing.

Subscription fees are non-refundable once service begins.

10. Manufacturer Warranty

Products carry manufacturer warranty only.

Seller disclaims all implied warranties.

11. Vendor and TD SYNEX Flow-Down Terms

Customer agrees to comply with manufacturer and distributor requirements including TD SYNEX terms.

Vendor restrictions, licensing rules, and supply limitations apply to all purchases.

12. Vendor Outage and Service Dependency Disclaimer

Seller is not liable for downtime or service interruption caused by third-party vendors, cloud providers, or manufacturers.

13. Limitation of Liability

Seller shall not be liable for indirect, consequential, or incidental damages.

Total liability shall not exceed amount paid for product or service.

14. Mandatory Arbitration

All disputes shall be resolved through binding arbitration under the American Arbitration Association rules.

Customer waives right to jury trial and class action participation.

15. Force Majeure

Seller is not responsible for events outside reasonable control including supply chain disruptions, cyber incidents, or governmental actions.

16. Export Compliance

Customer must comply with U.S. export laws including ITAR, EAR, and OFAC.

17. Account Security

Customer is responsible for maintaining account credentials and activity.

18. Governing Law

These Terms shall be governed by Delaware law.

19. Revision History

Revision 1.0 – Initial Release – January 1, 2026