

Welcome to Descartes' Web Shop operated by The Descartes Systems Group Inc. or one of its subsidiaries, as applicable ("Descartes").

These Descartes Store Terms ("**Store Terms**") cover use of the **Descartes Web Shop**, your account with Descartes Web Shop ("**Account**"). "**Descartes Web Shop**" refers to our one or more online venues: accessible via <https://ecommsshop.descartes.com> that allow you to

browse, view, purchase, and rate and review products and services from Descartes and includes your Account. References in these Store Terms to "Descartes," "We," "Us," "Our" refer to Descartes. The Store Terms are subject to the Descartes' Website Terms of Use available at <https://www.descartes.com/legal/general-terms/website-terms-use> ("Descartes Website Terms"), which Descartes Website Terms are incorporated herein by reference. In the event of conflict between the terms and conditions of the Descartes Website Terms and the terms and conditions of these Store Terms, the terms and conditions of these Store Terms shall prevail but only to the extent of such inconsistency or conflict.

By browsing and otherwise using the Descartes Web Shop or creating your Account, you accept and agree to these Store Terms, Descartes Website Terms, Descartes's Privacy Policy, and any applicable terms and conditions, policies or disclaimers found in the Descartes Web Shop or referenced in these Store Terms (collectively the "**Store Policies**"). We encourage you to read the Store Policies carefully as they form part of these Store Terms. YOU MAY NOT USE DESCARTES WEB SHOP IF YOU DO NOT AGREE TO THE STORE TERMS.

TERMS RELATING TO YOUR USE OF THE DESCARTES WEB STORE

1. No Unlawful or Prohibited Use. As a condition of your use of the Descartes Web Shop, you warrant to us that you will not use the Descartes Web Shop for any purpose that is unlawful or prohibited by these Store Terms or the Store Policies. You may not use the Descartes Web Shop in any manner that could damage, disable, overburden, or impair the Descartes Web shop, or interfere with any other party's use and enjoyment of the Descartes Web Shop. You may not attempt to gain unauthorized access to the Descartes Web Shop, other accounts, computer systems or networks connected to the Descartes Web Shop, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Descartes Web Shop. You may not use the Descartes Web Shop in a way that infringes rights of third parties, including willfully harming a person or entity, including Descartes. You may not commercially distribute, publish, license, or sell any products, information or services purchased from the Descartes Web Shop.

2. LIMITATION OF LIABILITY AND OWNERSHIP OF INTELLECTUAL PROPERTY. ALL MATTERS PERTAINING TO LIMITATION OF LIABILITY, COPYRIGHT, TRADEMARK NOTICE AND OWNERSHIP OF INTELLECTUAL PROPERTY WITH REGARDS TO THE DESCARTES WEB SHOP SHALL BE GOVERNED BY THE APPLICABLE PROVISIONS OF [Descartes Website Terms](#).

3. Materials You Provide to Descartes or Post in the Descartes Web Shop. Descartes does not claim ownership of the materials you provide to Descartes (including feedback, ratings, reviews and suggestions) or post, upload, input or submit to the Descartes Web Shop or associated Descartes services for review by others (each a "Submission" and collectively "Submissions"). However, you grant Descartes a royalty-free, perpetual, irrevocable, worldwide, non-exclusive and sublicensable right to use, modify, adapt, reproduce, create derivative works from, translate, edit, perform, distribute, and display your Submission, including your name, in any media. If you publish your Submission in areas of the Descartes Web Shop where it is available broadly online without restrictions, your Submission may appear in demonstrations or materials that promote the Descartes Web Shop and/or our products, services and content. You warrant and represent that you have (and will have) all of the rights necessary to make any Submission you provide and to grant these rights to Descartes, on a perpetual worldwide basis. No compensation will be paid with respect to the use of your Submission. Descartes is under no obligation to post or use any Submission and Descartes may remove any Submission at any time in its sole discretion. Descartes takes no responsibility and assumes no liability for your Submissions or the material others post, upload, input or submit using the Descartes Web Shop.

4. Links to Third-Party Websites. The Descartes Web Shop may include links to third-party websites that are outside the Descartes Web Shop. These linked sites are not under the control of Descartes and Descartes is not responsible for the contents of any linked site or any link contained in a linked site. Descartes is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Descartes of the site. Your use of the third-party website may be subject to that third party's terms and conditions.

5. Privacy and Protection of Personal Information.

Your privacy is important to us. We use certain information that we collect from you to operate and provide the Descartes Web Shop. Please read the Descartes Privacy Policy as it describes the types of data we collect from you ("Data") and how we use your Data. For the purposes of the Store Terms, "Descartes Privacy Policy" means the General Privacy Policy available at <https://www.descartes.com/privacy-center/general-privacy-policy>, <https://www.descartes.com/privacy-center/cookie-usage-notice> and additional privacy terms and processes available at <https://www.descartes.com/resources/legal-compliance>. By using the Descartes Web Store, you expressly consent to Descartes's collection, use and disclosure of your information as described in our Privacy Policy.

Additionally, if in creating your Account, you have opted in and given us express consent, we may Use your information to send you electronic marketing and promotional communications to inform you about our product and services. You may opt out of receiving those communications at any time by using the "Unsubscribe" feature referred to at the bottom of any email we send you.

Descartes agrees to use your information in accordance with Descartes' Privacy Policy applicable to personally identifiable user data. YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY INFORMATION YOU SUBMIT TO DESCARTES.

6. Descartes Store Account.

- i. If you wish to purchase products and services ("Solutions") from us via Descartes Web Shop, you will be required to register an Account, you must complete the registration process by providing us with current, complete and accurate information required by the applicable registration form. If you are signing up on behalf of your employer, your employer shall be the Account owner. If you are signing up for the Account on behalf of your employer, then you must use an employer-issued email address and you represent and warrant that you have the authority to bind your employer to our Store Terms.
- ii. Age of Majority. You acknowledge and agree that: (i) you must be the older of: (i) 18 years, or (ii) at least the age of majority in the jurisdiction where you reside to open an Account and to make purchases via the Account and to perform any other legal acts required of you in connection with the Account.
- iii. Non-Personal Use. You represent and warrant that your Use of any Solution made by You via the Descartes Web Shop are for the running of a business and not for personal, household or family purposes.
- iv. Descartes may reject your application for an Account, or cancel an existing Account, for any reason, in our sole discretion.
- v. You acknowledge that Descartes will use the email address you provide on opening an Account or as updated by you from time to time as the primary method for communication with you pertaining to your use of the Descartes Web Shop including any Orders made via Your Account. You agree to keep all your Account information up to date.
- vi. You are responsible for keeping your password secure. Descartes cannot and will not be liable for any loss or damage from your failure to maintain the security of your Account and password.
- vii. You are responsible for all activity and content, including without limitation images, information or data, provided by, uploaded, collected, generated, stored, displayed, distributed, transmitted, or exhibited by you on or in connection with your Account.
- viii. Your Account is not transferrable.
- ix. A breach or violation of any term in the Store Terms, as determined in the sole discretion of Descartes may result in an immediate termination of your Account.

Terms Relating To The Orders for Solutions Submitted Via Your Account.

7. Orders.

- i. In submitting an order for the Solutions available in our Descartes Web Shop via your Account (each an "Order"), you will be asked to read and agree to the terms and

conditions of the Descartes online customer agreement (“DOCA”). Upon receiving your Order, Descartes will review the Order and the information submitted therewith. Your Order will be effective when accepted by Descartes via an Order completion email on the date we send you such confirmation email (“Order Completion”) to the email address you provided us via your Account. Upon us sending you an Order Completion, your Order shall be a legally binding contract between you and Descartes and will only be terminable as permitted in the DOCA or in section 8 below. We will not charge your credit card or process payment by other payment methods available to you in connection with the Order until Order Completion.

- ii. Availability of certain Solutions may vary depending on where you are located as indicated by the address on your Account. In addition, there may be limits on where we can ship goods, or where we can provide services or digital content. To submit an Order for certain Solutions, you may be required to have a valid billing and shipping address in the specific country or region of the Descartes Web Shop where you are purchasing.
- iii. Descartes may refuse or reject any Order at any time and for any reason prior to Order Completion.
- iv. You must be an end user to submit an Order from the Descartes Web Shop. Resellers are not eligible to submit orders.
- v. If you have any questions or concerns about an Order made via your Account, please contact support@descartes.com for more information.

8. Cancellation of an Order.

- i. Post Order Completion, your Order is non-cancellable or terminable by you unless expressly permitted under, and in accordance with, the terms of the DOCA or section 8 (ii) of these Store Terms.
- ii. Post Order Completion, in the event of pricing or other errors, including errors in Web Shop display, or where we find out that an Order was in breach of the Store Terms, Descartes reserves the right, in our discretion, to either (a) cancel the Order or (b) contact you for instructions. Post Order Completion we may also cancel the Order if your payment cannot be processed in a timely fashion. In the event of cancellation by us post Order Completion, your access to the purchased Solution will be disabled.

GENERAL TERMS

9. **Changing Terms.** Descartes may change the Store Terms at any time and without notice to you. Please review the Store Terms each time you visit the Store and access your Account.

10. **Errors in Descartes Web Store Presentation.** We work hard to publish information accurately, update the Descartes Web Shop regularly, and correct errors when discovered. However, any of the content in the Descartes Web Shop may be incorrect or out of date at any given time. We reserve the right to make changes to the Descartes Web Shop at any time, including to product prices, specifications, offers and availability.

11 **Termination of Account/Suspension of Descartes Web Shop.** Descartes may terminate your Account at any time for any reason, including, without limitation, if we believe you are in breach of these Store Term or the Store Policies. By using the Descartes Web Shop, you agree to be responsible (in accordance with these terms) for any Orders you make or charges you incur prior to such termination. Descartes may change, discontinue, or otherwise suspend your use of the Descartes Web Shop at any time, for any reason, and without prior notice to you.

12. **Interpreting These Terms.** These terms apply to the maximum extent permitted by the relevant law; you may have greater rights in your jurisdiction of residence (or, if a business, your principal place of business). If it is determined that a part of these Store Terms as written are unenforceable in your jurisdiction, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Store Terms remain unchanged.

13. **Assignment.** We may assign, transfer or otherwise dispose of our rights and obligations under these Store Terms, in whole or in part, at any time without notice to you. You may not assign or transfer any rights under these Store Terms.

14. **Choice of Law and Place to Resolve Disputes.**

The Store Terms shall be interpreted, and resolution of any disputes arising out of the Store Term shall be subject to the choice of law and jurisdiction provisions of the [Descartes Website Terms](#).