

Acronis Software Licence Reselling Terms and Conditions

1. Purpose

These Terms and Conditions (the “Terms”) govern the acquisition of software licences (“Licences”) by a customer (“Customer”) from VMotion IT Solutions Ltd. (“Supplier”) for the use of Acronis software products (“Products”) and any related third-party applications, plug-ins, or extensions (“Third-Party Products”), as specified in the Supplier’s quotation or quote (the “Quote”).

2. Governing Law and Jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of the Republic of Ireland.

Any disputes arising under or in connection with these Terms shall fall within the exclusive jurisdiction of the courts of the Republic of Ireland.

3. Scope and Applicability

These Terms apply to all purchases of Acronis Licences and licences for any associated Third-Party Products supplied by the Supplier. Acceptance of the Quote constitutes full agreement to these Terms. Licences may not be cancelled, returned, or refunded.

These Terms supersede all prior communications, proposals, or understandings relating to the purchase of Acronis Licences and Third-Party Products unless explicitly agreed otherwise in writing.

4. Formation of Licence Agreement

The purchase of Licences from the Supplier does not itself create a licence agreement with the Supplier. The right to use any Product is contingent upon the Customer accepting the applicable Acronis end user licence agreements, subscription terms, and policies (“Licence Terms”), which may include, without limitation:

- [Acronis End User Licence Agreement](#)

Acceptance of these Licence Terms creates a direct contractual relationship between the Customer and Acronis and/or the relevant third-party provider. The Supplier is not a party to such agreements and has no authority to amend, waive, or negotiate their terms.

5. Data Protection and Privacy

Any personal data processed in connection with these Terms shall be handled in accordance with the VMotion IT Solutions Ltd. Privacy Policy and in compliance with the GDPR and the Irish Data Protection Acts 1988–2018.

6. Purchase Price, Invoicing, and Payment

The total consideration for the Licences is as set forth in the Quote. Invoices are issued in Euro (EUR) and are payable in accordance with the terms specified in the Quote.

Where the Quote is expressed in another currency, conversion to Euro shall be based on Bank of Ireland's latest published exchange rate on the date the Supplier procures the Licences from Acronis. Prices in other currencies are indicative only.

All amounts are exclusive of Value-Added Tax (VAT), applied as required by the laws of the Republic of Ireland. Upon confirmation of the order, the Supplier shall procure the Licences from Acronis, which will deliver them in accordance with its standard procedures.

Prices published on the G-Cloud Digital Marketplace are fixed for the duration of each individual call-off contract. The Supplier reserves the right to update catalogue prices for future call-off contracts in accordance with framework rules. Any such changes shall not affect existing call-off contracts.

7. Warranties and Representations

The Supplier represents and warrants that it is an authorised reseller of Acronis Products. Except for this authorisation, the Supplier makes no warranties in respect of the Products, including any warranties of merchantability or fitness for a particular purpose. All responsibility for the functionality, quality, availability, and performance of the Products rests solely with Acronis and, where applicable, third-party providers.

The Supplier reserves the right to decline or withdraw an order where Acronis or a third-party provider modifies or withdraws pricing prior to completion of the purchase.

8. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under these Terms due to events beyond its reasonable control, including but not limited to natural disasters, government action, labour disputes, or failures of telecommunications, utilities, or power.

9. Limitation of Liability

To the fullest extent permitted under the laws of the Republic of Ireland, the Supplier shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including loss of profit, data, or goodwill, arising out of or in connection with the use of the Products.

The Supplier's total aggregate liability in connection with these Terms shall not exceed one thousand euro (€1,000).

10. Acceptance and Binding Effect

By accepting the Quote, the Customer agrees that these Terms are legally binding. Any amendments or variations to these Terms must be agreed in writing and signed by authorised representatives of both parties.