ITSAILOR

CSP Marketplace Terms

Effective 28 October 2026. Current version: https://www.itsailor.io/legal/csp-marketplace-terms

We resell software licences, Microsoft's as a Microsoft CSP Indirect Reseller and other vendors' through Pax8, our distributor, invoiced by Michal Jatczak, a sole trader registered in Malta. You pay first; we then provision, and if provisioning fails we fix the order or refund you. The vendor's rules decide cancellations: for a Microsoft seat-based subscription, a full refund if we execute the cancellation within 24 hours of purchase or renewal, a pro-rated refund until day 7, then the term is binding. Business customers in the EU only.

01 Who sells what

These terms apply when you order a software licence from us online, in the client panel or at a checkout on itsailor.io, whether it is Microsoft's or another vendor's sold through Pax8. They supplement the Terms of Service; where the two differ, these terms control for licences.

- **We are the seller.** The licences are sold and invoiced by Michal Jatczak, trading as ITSailor (VAT MT32760411) for our own account, as a Microsoft Cloud Solution Provider (CSP) Indirect Reseller. We are not Microsoft's or Pax8's agent.
- **We are your first contact** for ordering, billing, seat changes and cancellations.
- **Microsoft is the licensor.** Your right to use the software comes from Microsoft under the Microsoft Customer Agreement (section 3). Pax8 is our distributor; you have no contract with Pax8. For another vendor's licence, that vendor is the licensor under its own terms.

02 Microsoft NCE rules

Microsoft seat-based subscriptions follow Microsoft's New Commerce Experience (NCE) rules. They pass through to you unchanged, and we cannot override them.

The 7-day window. You may cancel a subscription, or reduce its seats, within 7 days (168 hours) of its purchase or of each renewal. Seats added during a term can be reduced within 7 days (168 hours) of being added, but the subscription itself can be cancelled only in the window of its purchase or of a renewal. A cancellation executed within 24 hours of the purchase or renewal is refunded in full; any other cancellation or reduction executed inside the window is refunded pro rata for the unused days. "Purchase" means when we place your order with Microsoft through Pax8, after your payment (section 4), not when you pay; "renewal" means when Microsoft completes the renewal. We give you either time, in UTC, on request. We add no fee of our own. You may add seats at any time.

Software subscriptions and perpetual software. A Microsoft software subscription can be cancelled within 7 calendar days of purchase for a pro-rated refund, and its seats cannot be reduced after that. Microsoft perpetual software, such as an LTSC licence, can be returned for a full refund within 30 calendar days of purchase, and not after.

> **After day 7 the term is binding**
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> Once the 7-day window closes, the subscription is fixed for the term you chose and its fees cannot be refunded. A cancellation requested later takes effect at the end of that term.

Monthly or annual. You choose one of three terms, and the order page shows the term and its price before you pay. A monthly term, billed monthly, renews each month and can be reduced or cancelled at each renewal, within that renewal's 7-day window. An annual term, billed monthly, is fixed for 12 months once day 7 passes, and all 12 monthly payments are due even if you stop using the licences; it costs less per seat than a monthly term, and usually more over

the year than paying up front. An annual term, paid up front, is fixed for 12 months once day 7 passes and is paid in full when you order.

03 Microsoft Customer Agreement

Before a licence can be activated, a person authorised to bind your organisation must accept the Microsoft Customer Agreement, Microsoft's direct contract with you. We collect that person's name and email with your confirmation of their authority, and pass them to Microsoft through Pax8. We cannot change the agreement. If it is not accepted, the licence does not activate and section 4 applies to your payment.

04 Payment first, then provisioning

You pay through Stripe before we place the order: the full price of an annual term paid up front, or the first month of a term billed monthly. We place it with Pax8 within one business day (Malta) of your payment, usually within minutes; a SEPA Direct Debit payment counts once it has settled, which can take several business days.

- **If provisioning fails,** we tell you the same business day where we reasonably can, try to complete the order with corrected details and, if it cannot be completed, refund the affected amount in full to your original payment method. A payment never ends without either a working licence or a refund.
- **If we place the order late through our own fault,** you get a credit of 10% of the first month's fees for the affected subscription (for an annual term paid up front, 10% of one twelfth of the annual fee), on your next invoice or as a refund. This credit is the only remedy for late placement. It does not apply to delay caused by wrong or incomplete details, pending acceptance of the Microsoft Customer Agreement or VAT verification, Pax8 or Microsoft processing, fraud or sanctions screening, or force majeure, and it does not limit the refund for failed provisioning.

05 VAT and prices

Prices exclude VAT unless stated otherwise. VAT, where due, is shown before you pay.

- **EU business outside Malta** with a VAT number we verify in VIES: reverse charge. We invoice at 0% with the note "Reverse charge - Article 44 and 196 of Council Directive 2006/112/EC", and you account for the VAT.
- **Business in Malta:** Maltese VAT at the current rate.

A verified VAT number belonging to your organisation is required. While verification is pending we may hold provisioning; if the number cannot be verified, we ask you for a corrected one or refund you under section 4.

06 Cancellations and refunds

- **Cancelled within 24 hours of purchase or renewal** (Microsoft seat-based subscriptions, section 2): full refund, if the cancellation is executed within that time.
- **Up to 7 days (168 hours) after purchase or renewal:** cancel or reduce seats for a refund pro rata for the unused days.
- **Seats added during a term:** those seats can be reduced within 7 days (168 hours) of being added, pro rata; the subscription itself cannot be cancelled until the window of its next renewal.
- **Microsoft perpetual software:** full refund if returned within 30 calendar days of purchase.
- **After day 7:** the term is binding and not refundable. A monthly term can be stopped at its next renewal. An annual term runs to the end of its 12 months, and if it is billed monthly, every monthly payment stays due.
- **Failed provisioning:** full refund (section 4).

Send cancellations and seat reductions to billing@itsailor.io with your order number, as early in the window as you can. We act during Malta business hours (Monday to Friday, 09:00 to 17:00 Malta time, Maltese public holidays excepted): a

request that reaches us by 15:00 on a business day is executed that day, a later one by 12:00 on the next business day. The refund is the one Microsoft grants when the cancellation or reduction is executed. Apart from failed provisioning and mandatory consumer rights (last paragraph of this section), we never refund more than Microsoft or Pax8 refunds to us. Refunds come with a credit note referencing the original invoice.

Business customers only. By ordering you confirm that you buy for your trade, business or profession and may bind the organisation named in the order. Consumers can ask for an assisted sale at billing@itsailor.io. If a purchase is nonetheless a consumer purchase in law, your mandatory consumer rights apply in full.

07 Data

To provision licences we process your organisation's details and billing data, your Microsoft tenant ID or domain, your company registration number, the name and email of the person accepting the Microsoft Customer Agreement, and the products, seats and terms you order. We are the controller of this order data and share it with Pax8 and Microsoft to fulfil the order and with Stripe for payment, as the Privacy Policy explains. Pax8 receives it as an independent controller. Microsoft processes your tenant content as your processor, under its agreement with you.

Buying a licence for your existing tenant does not give us an admin role in it: a reseller relationship carries none. If you order a new tenant, Pax8 creates it, and Microsoft may then set up a default admin relationship (GDAP) for Pax8 and for us that you are not asked to approve. We assign no one to ours and end it within 2 business days of provisioning. Pax8 holds its relationship under its own terms with Microsoft, not on our instructions, and we never ask Pax8 to act inside your tenant. When Pax8 creates the tenant, Microsoft issues the first administrator sign-in to Pax8: change that password and set up your own multi-factor authentication when you first sign in. You can see and remove any partner's admin roles at any time in the Microsoft 365 admin center, under Settings, Partner relationships. Admin access for work you ask us for separately, paid or free (such as the Licensing Audit), uses Microsoft's granular delegated admin privileges (GDAP) with least-privilege roles, only with your authorisation, and we then act as your processor under section 14 of the Terms of Service.

08 Your responsibilities and indemnities

You are responsible for:

- accurate provisioning details, and a Microsoft Customer Agreement signatory who may bind your organisation;
- choosing the right term and number of seats, since the NCE rules in section 2 apply to what you choose;
- using the licences under the Microsoft Customer Agreement and Microsoft's product terms, inside your own organisation: no resale or transfer;
- your tenant, credentials and data.

Your indemnities. You will cover us against third-party claims, fines and losses, including reasonable legal costs, arising from: use of the licences in breach of the Microsoft Customer Agreement, Microsoft's product terms or acceptable-use policies; a breach of export-control or sanctions law, including a transfer to a sanctioned party or territory; inaccurate provisioning details or a signatory without authority; or personal data processed unlawfully in the licensed services. We tell you about such a claim without undue delay and do not settle it without your consent, which you will not unreasonably withhold.

Intellectual-property claims about Microsoft products are handled by Microsoft under the Microsoft Customer Agreement. We give no separate indemnity for them and help you route such a claim to Microsoft.

09 Term, renewal and price

- **Auto-renewal.** Subscriptions renew for a term of the same length unless cancelled within the window of the current term; an annual renewal starts a new 12-month commitment unless cancelled within its first 7 days. We remind you at least 30 days before an annual renewal.
- **Renewal price.** We tell you about a change to the per-seat renewal price at least 30 days before the renewal; renewing after that is acceptance. We never change the price inside a term.
- **Payment.** You pay through Stripe, by SEPA Direct Debit or card, before we place an order, and each later payment in advance of the period it covers. A monthly term and an annual term billed monthly are charged on the same day each month; an annual term paid up front is charged in full on each renewal date. Cancelling a card, a direct debit mandate or the payment itself does not end a commitment.
- **If a payment fails.** We tell you by email and Stripe tries again; you can pay or change your payment method in the client panel. If the amount is still unpaid 7 days after our email, we may suspend the affected licences until it is paid, under section 16 of the Terms of Service. A monthly term that stays unpaid ends at the earliest renewal Microsoft allows, and days already delivered stay payable. An annual term stays committed: its remaining monthly payments stay due on their dates, if a payment is still unpaid 30 days after its due date we may ask for all remaining payments of the term at once, and while a payment is unpaid we may set the subscription not to renew, so it ends with the current term. If the payment for a renewed annual term paid up front fails and is still unpaid on day 5 of the new term, we cancel the renewal within Microsoft's 7-day window and the days used are payable. Paying everything due before the term ends lifts a suspension and restores the renewal.
- **Microsoft product changes.** If Microsoft retires or restructures a product you hold, we tell you and offer the nearest equivalent. We are not liable for Microsoft's catalogue decisions.
- **Suspension** follows section 16 of the Terms of Service. It does not shorten a committed term or reduce fees due for it.

10 Liability and governing law

- **Our warranty.** We place and manage your orders with reasonable skill and care, and give the provisioning commitment in section 4. Microsoft warrants its products under the Microsoft Customer Agreement; we make no warranty or service level on behalf of Microsoft or Pax8.
- **Signed agreements.** A signed agreement with you may set a limit of liability for the subscriptions it covers.
- **Excluded loss.** Neither party is liable for indirect or consequential loss, or for lost profits, revenue, savings, goodwill, business opportunity or data. This does not reduce fees due for a committed term.
- **Never limited.** Nothing limits liability for fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, anything else the law does not allow to be limited, or the refund for failed provisioning in section 4.
- **Microsoft outages.** We are not liable for Microsoft or Pax8 outages, defects, security incidents or catalogue changes. Your remedy for a Microsoft service failure is the credit under Microsoft's Service Level Agreement. Tell us about a qualifying outage with the tenant and the incident ID from the Microsoft service health dashboard: if your notice reaches us in time for Microsoft's claim deadline, which can be as short as one month after the billing month, we submit the claim through Pax8 and pass on 100% of any credit Microsoft grants, on your next invoice.
- **Scope and law.** Sales under these terms are limited to business customers established in the EU with a valid EU VAT number; others can ask for an assisted sale at billing@itsailor.io. Everything these terms do not cover, including confidentiality, force majeure and changes, follows the Terms of Service. These terms are governed by Maltese law and the courts of Malta have jurisdiction, without prejudice to mandatory consumer rights in the case described in section 6.

11 Other vendors

For a licence from a vendor other than Microsoft, sold through Pax8, that vendor's own terms and its rules on term, renewal, cancellation and refunds apply in place of the Microsoft rules in sections 2, 3 and 6. Before you pay, we tell you in writing the vendor's term, renewal and cancellation rule for what you order. If the vendor allows a cancellation, we refund what the vendor or Pax8 refunds to us for it; apart from failed provisioning (section 4), we never refund more. Sections 4, 5, 7 and 10 apply to these licences as they apply to Microsoft licences.

12 Contact

- Orders, billing, refunds and seat changes: billing@itsailor.io
- Contracts and legal questions: legal@itsailor.io
- Privacy: privacy@itsailor.io
- Phone: +356 9912 1061

Post: Michal Jatczak, trading as ITSailor, Level 1, Unit 60, Door No 63, Connecticlub Business Center, Triq Il-Ballut (Zona Industrijali, Mosta), MST 4001, Mosta, Malta.