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WEB HOSTING AND EMAIL RESELLER AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<CustCompany>> (hereafter referred to as "VAR or Reseller") and <<Company>> (hereafter referred to as "Company" or "Provider").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to set forth an Acceptable Use and Reseller Policy under which <<CustCompany>> will provide Reseller services on behalf of Company.

Terms and Conditions

As a service, the standard VAR Agreement with Company is provided below.

1. Right to Resell.

Subject to the terms and conditions of this Agreement, Company grants VAR a non-exclusive right to resell its products and services to VAR's customers with the following agreements:

- a) Provider's service will be provided on an "as is, as available" basis. Further, Provider provides no warranty, written, expressed or implied, for any Web Hosting and Email services provided, including, without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to disruption of service by Provider or its providers beyond the fees paid to Provider for services.
- b) VAR and VAR's Customers ("VAR's End-Users" or "End-Users") will use the Web Hosting and Email services in a manner consistent and compliant with any and all applicable laws of the State of <<State>> and the US Federal Government.
- c) Use of any information obtained by way of Provider is at VAR's own risk, and Provider specifically denies any responsibility for the accuracy

Reseller Initials _____ Company Initials _____

or quality of information obtained through its services. Provider makes no warranty, written, expressed or implied of any guaranteed uptime, or that the service will function at a reliable level based on past performance.

- d) Provider is not responsible for any damages arising from VAR's use of Provider or by VAR's Customer's inability to use the Web Hosting and Email services for any reason.
- e) Provider shall make every reasonable effort to protect data stored on Customer's Server(s). Provider is not responsible for VAR or VAR's Customer's data, files, or directories residing on Provider's equipment. Customer is solely responsible for maintaining data, files, and back-ups.

2. Representation.

VAR shall maintain a sales office for product promotion and is responsible for all costs incurred for the promotion and sale of Company products and services. VAR shall conduct business in its own name and shall not represent itself as an employee or agent of Company. Prospects may be registered with Company and will be protected for 90 days. This protection may be renewed at Company's discretion for a further 90 days.

3. End-User Pricing.

End-User Pricing and VAR Compensation is outlined on Exhibit A, attached, and is subject to change at the sole discretion of Company. VAR may set their own End-User pricing. Company is not responsible for misrepresentations, inaccuracies, errors or other pricing discrepancies made between VAR and any prospective customers that VAR may deal with.

By using Company's Web Hosting services, VAR agrees to comply with the following policies and assume responsibility for the compliance of all End-Users permitted by VAR to use Company products and services.

4. Resale of Services Under this Agreement.

Reseller Initials _____ Company Initials _____

VAR is granted the right to resell Company services to third-parties (“End-Users”) under the following terms. Services include, but are not limited to: Provisioning of email addresses, Web Hosting and Storage Space, Data Transfer, FTP, List Management, or any other Service provided by Company, now or in the future. Unauthorized resale, use or misrepresentation of any Company products or services is strictly prohibited.

5. Limit of Liability.

Company shall not be liable for any content posted, opinions expressed, or actions taken by any of the users of Company services. Any conduct that violates the law, regulation, or the accepted norms of the Internet community or the Community standards in which you live, whether expressly mentioned in this Agreement or not, is strictly prohibited. Company reserves the exclusive right to prohibit any activities that it deems will adversely affect its commercial reputation or goodwill, endanger its Network or impact its customers or expose it to liability or tort.

6. Modification of Agreement.

Company reserves the right to add, modify or delete any provision of this Agreement at any time and without notice. Company reserves the exclusive right and will be the sole arbiters as to what constitutes a violation of any of these provisions.

7. Misuse of System Resources.

It is a violation for anyone who, including but not limited to, employs posts or programs which consume excessive CPU time, server memory, or storage space; permits the use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for their own account; resells access to CGI scripts installed on Company servers. Company reserves the right to terminate any service or process that uses a disproportionate amount of any system resources immediately and without notice to the user.

8. Potentially Tortuous or Illegal Conduct.

Reseller Initials _____ Company Initials _____

The following shall be construed as violations of this Agreement and may result in suspension or deletion of an End-User's account or Termination of this Agreement.

- a) Company Products and Services may only be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, or material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Non-acceptable content or links may include, but is not limited to: Pirated software, Hackers programs or archives, Warez, Game Mods or Patches, Irc Bots, Chat Sites/Servers, Pornography and Adult Content, TGP or any other file or media deemed by Company to be illegal or for which VAR or VAR's Customer do not have the legal right to use, post or otherwise store on Company servers.
- b) No one shall post defamatory, scandalous, or private information about a person without their consent, with intention to inflict emotional distress, or violating trademarks, copyrights, or other intellectual property rights.
- c) Sending of unsolicited email messages (Spam) from or through Company's servers, including, without limitation, commercial advertising or informational announcements, shall be prohibited. Company reserves the right to terminate this Agreement and any other accounts under VAR's account if Company determines that unsolicited mass email has occurred or if Company receives complaints that unsolicited email messages have been sent from VAR's account.
- d) Posting to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles with the intent to engage in

DEMO CONTRACT

Reseller Initials _____ Company Initials _____

This demo contract has been truncated. The complete 6 page
editable version of this document is available in the Contract Pack
template collections

[https://www.proposalkit.com/htm/legal-contract-templates/reseller-
agreements/web-site-hosting-reseller-long-contract.htm](https://www.proposalkit.com/htm/legal-contract-templates/reseller-agreements/web-site-hosting-reseller-long-contract.htm)

Once you purchase, download and install a retail Contract Pack
that includes this contract, the complete version of this contract
will be inserted into your project.

Reseller Initials _____ Company Initials _____

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm

