

Reseller Agreement

This agreement is between
Web Widgets Limited (“Us/We”); and
The Reseller (“You”)
as stated in Schedule A.

1. Acceptance of Terms and Conditions

- 1.1. You acknowledge that You have read, understood and agree to these terms and conditions which form a binding contract between You and Us and shall take precedence over any other document or information supplied to You by Us.
- 1.2. For clarification, if you wish for any other terms and conditions to apply that are not contained within these Terms, or that contravene a provision of these Terms, then such further provisions must be agreed by You and Us in writing and signed by your and our authorised representative(s).
- 1.3. In our Terms, words starting with capital letters are defined expressions which are defined in clause 22.

2. Summary of Offer

- 2.1. We will enable You to sell domain names, web hosting, shopping cart, content management and any other services we may offer from time to time using Your own brand.
- 2.2. We will be invisible to the end customer who purchases these services from You subject to clause 7.2.
- 2.3. The end customer pays and communicates with You. You pay and communicate with Us.

3. End User Customer Hosting/Domain Fees

- 3.1. You may determine Your own retail domain registration fee.
- 3.2. You may determine Your own end user retail hosting fees.
- 3.3. No fees will be shown to end users within the CMS except Your preferred domain renewal or registration fee.
- 3.4. You are entitled to some free websites for test/demonstration purposes. Charitable hosting plans are also available at significantly reduced fees, but not free. The criteria in which these are available are set by Us.

4. Reseller Fees

- 4.1. You agree to pay the setup fee as specified in Schedule A.
- 4.2. You agree to pay an on-going hosting fee for your primary reseller website.
- 4.3. You agree to pay Us a fixed percentage (as specified in Schedule A) of the standard retail hosting fees as advertised on Our website in Your local currency.

- 4.4. The standard reseller fee for nz domain name registrations and renewals is specified in Schedule A. Some other domain types incur different fees or have different minimum terms.

5. **Payment**

- 5.1. You will pay Us in clear, irreversible funds the fees noted in Schedule A at the specified times including but not limited to:
 - a. The setup fee detailed in Schedule A on signing and providing us with Schedule A;
 - b. The fixed percentage (as detailed in Schedule A) of Our Standard Retail Hosting Fee in Your local currency no later than the 20th day of each month following the date of invoice
- 5.2. Provided you have applied for a fees account with Us and We have accepted your application (in our sole and absolute discretion), all fees shall be charged in advance with statements emailed or posted to You at the end of each calendar month. You must pay all fees invoiced in full with no deduction or set off no later than the 20th day of each month following the date of the invoice. All such payments are either to be made by direct credit to our bank account (such information will be provided to you upon request) or shall by credit card.
- 5.3. You authorise Us to conduct credit checks on You with any credit reference agency We consider appropriate in Our discretion.
- 5.4. In the event that You wish to cancel any of Our Services You must pay all fees owing to Us in full prior to submitting Your request to cancel. We will charge You and You will pay us in full for any and all Services We provide until the last day of the then current calendar month regardless of whether or not You wish for Us to cease providing You with Our Services prior to that date.
- 5.5. A credit limit applies to all accounts. We may request that you make additional prepayments on your account should your current balance owing exceed our credit limit. We reserve the right to change the credit limit from time to time.
- 5.6. You may charge Your Customer(s) at your discretion.

6. **Non Payment of Our Fees:**

- 6.1. In the event that You do not pay any of the fees due to Us under these Terms on the due date for payment then You will pay to us interest at a rate of 20% per annum calculated daily from the date the payment was due until the date payment is actually made to Us in clear, irreversible funds.
- 6.2. The costs of registering a financing statement or a financing change statement shall be payable by You and We may add the cost of so registering (including but not limited to any agency fees incurred by Us) to the debt You already owe us.
- 6.3. You waive Your right to receive a copy of the verification statement confirming registration of a financing statement, or a financing change statement relating to the security interest granted and registered under these Terms.
- 6.4. You agree that sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, 133 and 134 of the PPSA do not apply and You waive all your rights under those sections.

- 6.5. If payment of any fees due to Us by You under these Terms are not paid when due then you acknowledge and agree that:
- a. We may (at our sole and absolute discretion) register You on a bad debtor database of Our choosing;
 - b. You will meet all costs incurred by Us as a result of Your non-payment of the fees You owe to Us under these Terms (including but not limited to all debt collection agency costs, solicitor's costs and all other costs incurred by Us as a result of Your breach of these Terms);
 - c. Any and all Services We provide to You or Your Customer may be suspended or terminated at Our sole and absolute discretion;
 - d. We may contact Your Customer(s) directly and offer Our Services to them directly.

7. Domain Names

- 7.1. We are an authorized registrar of the NZSRS. We extend to You the opportunity to resell domain registration and renewal services subject to the terms and conditions of the NZ DNC. You must adhere to, and communicate to Your customers, the terms and conditions here: <http://www.websitebuilder.co.nz/termsnz.html>
- 7.2. Using "whois query", end customers could potentially identify a relationship with Us. We will be listed as the Registrar of any domain name registered via Our CMS. We will act professionally and only provide domain name maintenance services as required by the DNC.
- 7.3. Domain Name renewal reminders and UDAI reminders will be emailed to the end customer using Your contact details and reply address. The bank account and other payment details will be Yours. You are obligated by the terms and conditions of the DNC to identify payments for renewals and action those renewals swiftly to prevent the expiry of a domain.
- 7.4. Any domain name not renewed by the expiry date will ordinarily be canceled. However, if a domain name is the only one existing on a live website, then We may attempt to renew that domain in good faith.
- 7.5. We are an agent for the resale of many other domain suffixes.
- 7.6. The fees for domain name renewals are dependent on the suffix, and term of renewal. Domain fees are subject to change over time. Any domain fee indicated in this contract is correct at the time of signing, but will be subject to changes from time to time, with minimal notice given.

8. Web Design

- 8.1. If You instruct us to design and/or develop a website then We will require a 33% deposit. Such fee is non-refundable in all circumstances.
- 8.2. You will provide Us with all the information We may reasonably require in order to carry out Your instruction.
- 8.3. We reserve the right to charge You additional fees to the fees set in the event that Your initial instructions and the information You have provided changes.

9. **Web Hosting**

- 9.1. We will provide Web hosting to You provided You are not in breach of any of these Terms.
- 9.2. Subject to clause 9.3 We will use Our best endeavours to provide a minimum of 99.9% availability of Your website. If you receive less than 99.9% uptime over a 3 month period, We will give You a hosting credit on a pro rate basis of 10% reimbursement per 1% outage.
- 9.3. We take no responsibility for interruptions to Our Web hosting service(s) as We are dependent on Our Service Providers being able to provide Us with the ability to provide Web hosting to You.
- 9.4. We reserve the right to change Our Service Providers from time to time without advising You.
- 9.5. We will provide You with Web hosting in any manner that We consider appropriate at Our sole and absolute discretion.
- 9.6. If any website You ask Us to host exceeds the allowances of the particular Web hosting plan You or Your Customer has chosen, then excess traffic fees and other allowance fees (as detailed on Our Site) will apply and You will be required to pay those fees pursuant to the payment provisions of these Terms.

10. **Your Representations, Warranties, Acknowledgments and Obligations to Us**

- 10.1. Without limiting any of Your other obligations under these Terms, You specifically acknowledge and agree that:
 - a. You are authorised to enter into these Terms by Your company constitution, trust deed, partnership deed or other document of establishment;
 - b. the laws of New Zealand shall exclusively be applied to the interpretation and application of these Terms;
 - c. We provide the Site and Services for use on an “as is” basis and You use the Site and Our Services at Your own risk;
 - d. all the information You have provided to Us is true, correct and accurate in all respects;
 - e. You will at all times keep Your Account login information for the Site (including password) secret and will ensure that such information is stored securely;
 - f. should any information comprising Private Information change from time to time, You will as soon as reasonably possible update Private Information on the Site;
 - g. You will not provide anyone with information sufficient for them to access Your Account;
 - h. You will immediately notify Us if You suspect that someone else may have access to Your Account;

- i. We may email You from time to time about our current or prospective products and services and/or in relation to any queries, comments or answers We may have for You in relation to Our Site and Services;
- j. You will not host a website via Us where such a website contains any information that may:
 - a. encourage any person or group to commit any illegal or harmful acts (including but not limited to any remarks, graphics, images, audio defamatory in nature or that breach the intellectual property rights of another);
 - b. be misleading, deceptive, fraudulent or untruthful;
 - c. adversely affect our brand and reputation (including but not limited to any statements made against our business partners);
 - d. be vulgar, rude, racist, prejudice, sexual or immoral;
- k. You are and will at all times be in a position to meet Our costs associated with the provision of Our Services and in the event that You prudently consider that You may be unable to pay Our fees, You will immediately notify Us;
- l. You have read, understood and accept the terms and conditions of the NZ DNC (which may be found at <http://www.websitebuilder.co.nz/termsnz.html>).
- m. You will ensure that You receive an acknowledgement from Your Customer(s) that he/she/it has read, understood and accepted the terms and conditions of the NZ DNC (which may be found at <http://www.websitebuilder.co.nz/termsnz.html>) prior to requesting Services from Us.
- n. While We will not contact Your Customer(s) directly other than in situations specified in these Terms, it is possible that Your Customers may discover that We are listed as the registrar of any domain name they may register through You if You are using Our Services.
- o. We are not and will not be obligated to provide or to continue to provide You with any Services unless you have paid all fees owing to us.
- p. We accept no responsibility for any credit card transactions completed on Your website(s) or Your Customer(s) website(s).
- q. In order to employ Our Services, You must host at least 1 website with Us at Our advertised plan rates.
- r. We will contact Your Customer(s) using Your contact details for the purposes of domain name renewals and reminders.
- s. That if a domain name is not renewed by You or Your Customer(s) then that domain name will be cancelled unless We are instructed to renew that domain name prior to the expiry date and provided further that You are not in breach of these Terms.
- t. You may not assign or otherwise transfer Your rights and obligations under these Terms to any person or entity without our written consent which may be provided at Our sole and absolute discretion and on terms that We consider appropriate.

11. Exclusivity / Continuance

- 11.1. This agreement is non-exclusive.
- 11.2. We may enter into similar agreements with other businesses in Your industry or region.
- 11.3. You must make at least 1 paying customer website live every 6 months.
- 11.4. Should You not pay all hosting fees by the specified due date, We will continue to host Your customers' websites for a further 30 days in good faith. Should there remain, 30 days after the original due date, any overdue portion, from current or previous months, then this agreement is terminated, and We reserve the right to contact Your hosting customers and offer a direct hosting relationship. If after another 14 days no response has been received from the end customers, their website will be taken offline. (**INITIAL HERE _____**)
- 11.5. This agreement may be terminated with 30 days notice if either party fails to meet their obligations under this contract, and that failure is not amended within those 30 days.

12. Intellectual Property

- 12.1. We own the intellectual property and proprietary rights to the Site including but not limited to Our domain name.
- 12.2. We own the intellectual property and proprietary rights (or have a licence to use) all content on Our Site, including but not limited to all video, audio, images, graphics, layout and design, navigational buttons and text.
- 12.3. We own all intellectual property rights including shopping carts, forums, content management system, and all other templates. We will provide You with a non-exclusive licence for the use of those templates. All custom designs and graphic elements provided for You are Your intellectual property, provided Our fees have been paid pursuant to these Terms.

13. Liability and Indemnity

- 13.1. We are not liable to You, Your Customer(s) or any third party for any of the following that have or may be sustained or incurred as a result of employing Our Services:
 - a. Loss of profit or fees;
 - b. Loss or damage of whatever kind whether direct, indirect, incidental or consequential; and
 - c. Loss in whole or in part of any data or information for whatever reason.
- 13.2. We shall not be liable for Our inability to otherwise provide Services where the reason for that inability is outside of Our control.
- 13.3. We provide industry standard encryption of credit card details via SSL certificates and security behind a firewall, but We do not accept responsibility for any transactions completed on Your website between You and Your customers. Without limiting the generality of this limitation of liability, We are specifically not responsible for transactions occurring through any payment gateways on Your website, or by customers placing fake orders, or customers providing invalid

payment details, or merchants (or their staff) misusing credit card numbers, or any other monetary transaction on a merchant's website. We provide SSL forms for credit card payments, but We do not advise their use, and will not be responsible for any misuse or loss of card details obtained by these means.

13.4. If by reason of law We are found liable to You for any reason whatsoever, then it is expressly agreed and acknowledged that such liability is strictly limited to Our fees charged to You over the preceding 12 months immediately prior to any order or decision that We are liable.

13.5. In the event that through any breach of these Terms or through the use of our Site and/or Services by You and/or Your Customer(s) (as the case may be) We suffer any potential or actual loss, damage or other harm then You agree to indemnify and make good all such losses, damages or other harm including but not limited to:

- a. any consequential loss;
- b. damage to Our reputation and brand;
- c. damage to Our Site;
- d. all such costs incurred by Us as a result of any breach of these Terms including but not limited to as they relate to third party claims.

13.6. We reserve the right to assume an exclusive defence against any third party claim brought against Us as a result of You or Your Customer(s) breach (as the case maybe) of these Terms. In the event that We elect to so assume an exclusive defence, then You will use best endeavours to cooperate with Us. We will meet the costs of such exclusive defence, subject to these Terms.

14. Suspension of Services

14.1. We may suspend any Services available to You or Your Customer(s) in the event that:

- a. these Terms have been breached;
- b. We are required to do so by anybody of competent jurisdiction;
- c. any content uploaded or circulated on any website We host causes operational problems to Us or Our Service Providers;
- d. We have received notice that intellectual property used on any website We host on Your or Your Customer(s) behalf:
 - a. may belong to a third party;
 - b. is being challenged by a third party;

14.2. We may suspend our Services to You and/or Your Customer indefinitely or for a period of time at Our sole and absolute discretion in the event clause 14.1 applies.

14.3. Any obligations under these Terms to Us shall continue to apply during any period of suspension contemplated by this clause 14.

15. **Maintenance and Upgrades of our Site and Services**

15.1. From time to time We may need to temporarily stop access to Our Site or Our Services in order to maintain them.

15.2. In such an instance, We will endeavour to have the Site and Services running properly as soon as reasonably possible.

16. **Claims by Third Parties**

16.1. You will not and You will ensure that Your Customer(s) do not commit any act or omit to perform any act in respect of any third party where there is potential for that third party to bring a claim against Us for any potential or actual loss or losses.

17. **No Warranties**

17.1. Notwithstanding anything to the contrary whether in these Terms or elsewhere expressed on Our Site, We:

- a. do not warrant that the Personal Information stored by Us is unobtainable by hackers;
- b. do not warrant that Your website or Your Customer(s) website (as the case may be) will not be attacked by hackers causing loss and/or damage to You and/or Your Customer(s); and
- c. disclaim and exclude to the maximum extent permitted by law all implied conditions, warranties and representations made on Our Site as far as Our brand and Services are concerned.

18. **Modification of Terms**

18.1. We may amend these Terms from time to time at our sole discretion including but not limited to inserting further obligations on You without consultation with You.

18.2. The date of the latest amendment to these Terms will be noted on the top of these Terms.

18.3. It is Your responsibility to ensure that You are familiar with our Terms at all times and that You advise Your Customer(s) of the fundamental provisions of these Terms that will apply to them. We suggest that these Terms are periodically reviewed by You to keep up to date with any amendments.

19. **Partial Invalidity**

19.1. In the event that any clause in these Terms is held to be invalid, illegal, unenforceable by any body of competent jurisdiction, then that particular clause (or part of a clause as the case maybe) shall not be considered a part of these Terms. All remaining clauses shall remain in full force and effect.

20. **Disputes**

20.1. We must be advised in writing of any dispute You may have with Us.

20.2. You will not initiate proceedings or arbitration against Us unless this clause 20 has been observed.

20.3. After any notice of a dispute referred to in clause 20.1 is given, We shall have 10 working days to contact You to arrange a time to either meet with You at a place We nominate or to arrange a time for a telephone conference at a time We nominate.

20.4. After the 10 working day period referred to in clause 20.3, a meeting between You and Us at a place nominated by Us, or by telephone (as the case may be), must be arranged within a further 10 working days and failing any such agreement as to a meeting or telephone conference time within that further 10 working day period, then either party may appoint an arbitrator to hear the dispute pursuant to the Arbitration Act 1996.

20.5. Notwithstanding the foregoing provisions of this clause 20, We reserve our rights under these Terms to suspend access to Services and to any other rights we may have against You, including but not limited to seeking injunctive relief.

20.6. All notices given in respect to this clause 20 shall be deemed to have been delivered when sent to the last recorded email address We have for You.

21. Entire Agreement

21.1. These Terms supersede all previous agreements, understandings, representations and commitments whether in writing or otherwise.

21.2. These Terms constitute the entire agreement between Us and You relating to the use of the Site and our Services.

22. Definitions

22.1. In these Terms, the following defined expressions have the corresponding meanings:

- a. Account means an online account administered via our Site enabling you to receive the benefit of our Services;
- b. ADLS General Security Agreement means the then current Auckland District Law Society General Security Agreement;
- c. Content Management System means software or a group or suite of applications and tools that enable the user to seamlessly create, edit, review and publish electronic text.
- d. NZ DNC means New Zealand Domain Name Commission;
- e. Privacy Policy means our privacy policy [INSERT LINK TO PRIVACY POLICY];
- f. Private Information means any information we obtain from You including:
 - i. your name, contact details and bank account details;
 - ii. the name(s), contact details and information belonging to Your Customer(s).
- g. Services means any of the following services that we will provide to You subject to these Terms:
 - i. Web hosting;

- ii. Domain names;
 - iii. Content Management System using Your Brand;
 - iv. Domain Registration System using Your Brand;
 - v. Website Builder Wizard using Your Brand;
 - vi. Your Customer Login Page;
 - vii. Your Customer FAQ Page.
- h. Service Providers means entities that provide Us with services that assist or enable Us to provide You or Your Customer(s) with Services including but not limited to NZ DNC and any data centres;
 - i. Our Site means www.website.world, www.websitebuilder.nz, www.websitebuilderworld.com, www.websitebuilder.co.nz, www.webwidgets.co.nz, www.cms-tool.net and any associated links;
 - j. SSL certificates means (Secure Socket Layer Certificate) is a virtual certificate that is assigned to a domain or hosting account and allows information that has been entered into the website by a user (for example credit card information) to be securely encrypted before it is sent to the receiving end to be processed
 - k. Terms means these terms and conditions and includes our Privacy Policy;
 - l. Us, We and Our is reference to Web Widgets Limited;
 - m. You, Your means any person, organisation or group noted in Schedule A intending on using our Services and/or Site.
 - n. Your Brand means your trading brand name and logo (if any) provided it is supplied to us prior to you requesting our Services.
 - o. Your Customer(s) means people and/or entities who have or will:
 - i. purchase domain names from you; and/or
 - ii. instruct you to undertake web hosting (or any of our Services) on his/her/its behalf.
 - p. Your Customer Login Page means a page for the purposes of Your customers to login to the CMS;
 - q. Your Customer FAQ Page means a page with pre-existing helpful content explaining the use of the CMS;
 - r. Website Builder Wizard means an optional customer signup process to help them create their own website;
 - s. Web hosting means making a website accessible via the World Wide Web.

- t. CMS means Content Management System and related services accessed via the CMS login and related functional services provided on a live website.

Schedule A

Your Company Name: _____
Company Registration Number: _____
Your Contact Name: _____
Your Contact Email: _____ (billing email)
Your Contact Address: _____
Geographical Region: _____
Industry Type (eg Web Designer): _____

Test URL or web address of your reseller web space: _____

Reseller Fees

Setup Fee: _____
Percentage of RRP hosting: _____ % (Payable monthly by Reseller)
Trade price for domain registrations: Indicative price: _____ +gst per year (subject to change)
Are you domiciled in NZ for tax purposes? Y / N

Services Provided (Delete Any Not Applicable)

- Reseller Web Hosting at Discount Prices
- Reseller Domains at Discount Prices
- Rebranded Content Management System
- Optional / Rebranded Domain Registration System
- Optional / Rebranded Website Builder Wizard
- Optional / Rebranded Login Page with password reminder
- Optional / Rebranded FAQ Page (leads to a white labeled FAQ)
- All outward emails assume the identity of Reseller above.

Signatures

IMPORTANT NOTE 1: Please initial every page, and sign this one.

IMPORTANT NOTE 2: initial paragraph 11.4

Signed on behalf of Web Widgets Ltd

Name: _Reuben Jackson_ Job Title: _CEO__

Signature: _____ Date: _____

Signed by Reseller: _____ (Company Name)

Name: _____ Job Title: _____

Signature: _____ Date: _____

Schedule B – Setup Instructions

Help us configure your reseller account. (You can change these details later once your account has been configured)

Reseller Company Name: _____

Reseller Contact Name: _____

Reseller Contact Email: _____

Reseller Website URL: _____

Reseller Postal Address: _____

Reseller Phone: _____

Reseller GST/VAT Number: _____

CID Of Reseller Master Site: _____

Customer Payment Options For Domains (1 Option Required)

Retail price for domain registrations: \$_____ +gst per year

Reseller Bank A/C: _____