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zimHosts Reseller Contract

The following agreement is between **zimHosts.com** and you (here forth know as "**The Reseller**"). **zimHosts.com** offers data storage, webhosting, domain registrations and many other internet services; WHEREAS, **RESELLER** is a person or organization who is engaging in the business of reselling the products and services offered by **zimHosts.com**.

NOTE: A Client/ Customer Account denotes an individual webhosting account

A Reseller Account denotes the reseller account which contains atleast 6 Client Accounts.

1. GENERAL TERMS

- 1.1 RESELLER** must have and maintain a good, fundamental understanding of **zimHosts.com**' products, services, and features offered in its webhosting services. **RESELLER** should also have an **average** understanding of relevant Internet related technologies including HTML, the FTP protocol, Telnet, server-side scripting languages, e-mail services, nameservers, DNS, MX records
- 1.2 RESELLER** agrees to engage in the business of reselling **zimHosts.com**' products and services.
- 1.3 RESELLER** is not limited on the prices they set and retain 100% of that profit. **RESELLER** can set their own packages like Bronze, Silver, Gold packages with incremental features up to UNLIMITED as all **zimHosts.com**' packages have unlimited features
- 1.4 RESELLER** acknowledges that resold accounts are not protected by any 30 day money-back guarantee
- 1.5 RESELLER** acknowledges that payment for goods and services are due upfront for the service terms purchased.
- 1.6 RESELLER** must be responsible for providing sales support to all resold accounts.
- 1.7 RESELLER** must be responsible for providing minimal ¹technical support to all resold accounts.

1.8 RESELLER must be responsible for providing reminders for expiring accounts

1.9 While it is the job of **zimHosts.com** to provide the service of registering/transferring/renewing domains of resold accounts, we are not responsible for any problems or delays in caused by this service as provided by ICANN, the global domain governing body.

1.10 RESELLER understands that they are responsible for collection of payment from their resold accounts, and any default of payment for resold services cannot be passed along to zimHosts.com (PVT) LTD

1.11 RESELLER understands that they must have their account in good standing in order to continue to participate in the **zimHosts.com** Reseller program.

In consideration of the above, **zimHosts.com** agrees to provide the same features and services, less technical support and domain name services to all resold customer accounts. Furthermore:

2.1 zimHosts.com agrees to provide the same reliable service, along with the same features to resold accounts as provided to regular **zimHosts.com** clients.

2.2 In the event there is a problem or other issue with any of the Reseller's clients account, **zimHosts.com** will notify Reseller of such issues and not the resold client.

2.3 zimHosts.com will provide Reseller with a primary and secondary nameserver (eg ns.domain.com, ns2.domain.com) to use for any domains they or their clients wish to register.

2.4 zimHosts.com agrees to add any new features to Reseller resold accounts when such features are introduced to regular **zimHosts.com** clients.

2.5 zimHosts.com will not directly market any hosting accounts to the Reseller's clients

2.6 RESELLERS and all resold client accounts are required to follow and adhere to the current terms of service. The **RESELLER** may consider adopting a similar TOS policy. **RESELLERS** will be notified of any questionable activity on any of their resold clients accounts with possible remedies.

2.7 By signing this contract, **RESELLER** agrees to the terms and conditions of the **zimHosts.com RESELLER** program and enters into a 1 year contract renewable at managerial discretion based on all factors listed here. This also denotes the first day of the contract.

2.8 The to-be-reseller qualifies to be a **RESELLER** by purchasing a minimum of **6 ACCOUNTS** paid a month in advance every month. These can be bought one by one.

2.9 Payments must be made under one account on the same date **RESELLER** joined.

2.10 RESELLER is responsible for their own taxes, operational and any other costs.

2.11 RESELLER can set up a website to advertise their products and packages.

2.12 The contract license is non transferrable to another **RESELLER**.

2.13 A client account may be cancelled or replaced by another one. Cancellation is free but a client account **replacement** will incur the same price as a new client account within the **RESELLER** account.

- 2.14 All accounts should abide by the fair usage policy in terms of bandwidth, space and all other features
- 2.15 Accounts found containing illegal content like child pornography or terrorism content or such shall be terminated without notice and may lead to the termination of the **RESELLER** account.
- 2.16 The **RESELLER** agrees that all notices from **zimHosts.com** to the **RESELLER** will be communicated via email and may be posted on our website and will be deemed delivered within five (5) days after the posting.
- 2.17 **zimHosts.com** shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with other services and products the **RESELLER** may choose to market/sell, including but not limited to: damages for lost profits, loss of use, lost data, loss of privacy, damages to third parties. This limited liability clause shall apply even if **zimHosts.com** has been notified of the possibility of any claims. In no event shall **zimHosts.com's** maximum liability exceed the total amount paid by the **RESELLER** for the service or the product.
- 2.18 This Agreement and its Attachments are subject to change. The **RESELLER** will be notified of such changes as they occur via the e-mail contact supplied during the **RESELLER** signup process
- 2.19 The **RESELLER** may not assign its rights, duties or the full **RESELLER** account under this Agreement to another individual or entity without the expressed written consent **of zimHosts.com**
- 2.20 The **RESELLER** agrees to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.
- 2.21 This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral, or written representations, communication, understandings, and agreements between the parties with respect to the subject matter herein.
- 2.22 Nothing in this Agreement, expressed or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.
- 2.23 Each of the parties, to this Agreement represents and warrants that it has full power to enter into this Agreement and has not assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.
- 2.24 By signing this contract you agree that your company name will be listed on our website as one of our authorised agents/ resellers in the region in which you represent.
- 2.25 **zimHosts.com** reserves the right to terminate the contract

zimHosts.com and pfpHosts.com Customer Care