

WebHostingM Reseller Legal Agreement

Overview

The Reseller Agreement outlines the terms for participating in WebHostingM's Reseller Program(s), allowing you to offer select WebHostingM products and services to your clients. This document constitutes the complete agreement regarding this subject between you and WebHostingM.

By accepting this Agreement, you confirm that you have read and understood its contents, and you acknowledge your commitment to comply with its terms, as well as with the Universal Terms of Service Agreement incorporated by reference here, and any other relevant agreements or policies explicitly included in this document.

The terms **"we"**, **"us"** or **"our"** shall refer to WebHostingM. The terms **"you"**, **"your"**, or **"Reseller"** shall refer to any individual or entity who accepts this Agreement. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

We may, in our sole and absolute discretion, change or modify this Agreement, any policies or agreements which are incorporated herein, and any limits or restrictions on the Reseller Programs or services, at any time, and such changes or modifications shall be effective immediately upon posting to this site.

Your use of the Reseller Programs after such changes or modifications shall constitute your acceptance of this Agreement and Reseller Program limitations as last revised. For this reason, we encourage you to review the terms whenever you use the services.

By joining WebHostingM Reseller Program, you acknowledge that you will also abide by these Partner's terms below and other legal agreements as may be provided or updated.

- [cPanel Terms of Use](#)
- [cPanel Trademark Usage Policy](#)
- [cPanel & WebHost Manager End User License Agreement](#)
- [Plesk.com Terms of Use](#)
- [Webuzo Enduser License Agreement](#)

If you do not agree to be bound by this Agreement and the Reseller Program limitations as last revised, do not continue to use the Reseller Program(s). We may occasionally notify you of changes or modifications to this Agreement by email. It is therefore very important that you keep your account information current. We assume no liability or responsibility for your failure to receive an email notification if such failure results from an inaccurate email address.

If you are reselling domain extensions via the Registries we provide, you acknowledge that WebHostingM along with its domain partners shall serve as the registrar of record for the domain name registration services offered under this Agreement. You acknowledge and agree offering domain registration via WebHostingM Domains, you are bound by the agreement WebHostingM and its partners have with ICANN. You acknowledge and agree that WebHostingM Domains may modify this Agreement in order to comply with its agreement with ICANN, as well as any other terms and conditions set forth by ICANN and/or the Registry applicable to the top level domain or country code top level domain in question.

Notwithstanding the foregoing, you acknowledge and agree that one of our other affiliated ICANN-accredited registrars may instead serve and be identified as the Registrar of Record in certain circumstances (*e.g., as dictated by ICANN, by our relationship with the Registry of any specific top-level domain, etc.*).

2. DESCRIPTION OF SERVICES

WebHostingM Reseller Program provide you a reseller interface from which you may resell domain name registrations, hosting service and email services to your own customers using your own website. The services available for resale may not include all of the services that we offer for sale to your own customers. You agree that we may, from time to time, make changes to your Reseller Program.

Each tier of the WebHostingM Reseller Program has its own pre-determined resources which is also will be the resources available to you as the "**Reseller**". You agree that your Master Reseller resources are the resources that the accounts you own will have access to. Should you need additional resources beyond what your present Reseller tier has access to, you agree that you will upgrade to the next available Reseller tier.

3. LICENSE

Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable license to resell the services. All Reseller Programs are subject to a monthly or annual licensing fee. The services that you choose to resell are subject to [WebHostingM Universal Terms of Service](#)

4. YOUR OBLIGATIONS; LIMITATIONS; RESTRICTIONS

Prices and Fees: Subject to the terms and conditions of this Agreement, you acknowledge that all prices and fees are subject to change from time to time, and at our sole discretion. **Money Back Guarantee:** If within thirty (30) days of the date you purchase a Reseller Program, you want to cancel your Reseller account within justifiable reasons, you are only entitled to a partial refund (minus the payment transaction and migration fee, if applicable) and subject to our [Money Back Guarantee Refund Policy](#). **Customer Notices:** If there are any revisions, modifications, discontinuances or other material changes to the services that require customer notification, you will assist us in notifying your customers. **Confidentiality:** You agree that you will exercise a reasonable level of care and discretion to prevent and restrain the use, disclosure, or reproduction of our Confidential Information. "Confidential Information" includes, but is not limited to, any customer, order, domain name, services-specific, or marketing information, or any other non-public information discovered within your Reseller dashboard.

Confidential Information does not include any information, however designated, that is or subsequently becomes publicly available without your breach of any obligation under this Agreement, became known to you prior to disclosure under this Agreement, became known to you from a source other than us and other than by the breach of another obligation of confidentiality, or is independently developed by you. This obligation shall last three (3) years after the termination of your Reseller Program.

Ethical Standards: Anti-social behaviors is prohibited and will result in termination of your Reseller Program. **Misrepresentations:** You agree that you will not make false or misleading claims about the price, quality, value, inclusion, deliverability, or availability of any of the services. We reserve the right to suspend or cancel your account for non-compliance with these terms. **Registrar:** You acknowledge and agree that you are responsible for complying with all applicable ICANN and Registry policies and procedures. **Audit**

Rights: You acknowledge and agree that we may audit your website and request records and documentation to demonstrate your compliance with the terms and conditions of this Agreement. We reserve the right to suspend or cancel your account for non-compliance with the terms of this Agreement.

5. INTELLECTUAL PROPERTY

You will not use any copyrights, trademarks, service marks, or other intellectual property owned by WebHostingM or its parent or affiliate entities unless specifically authorized by us, will not register any trademark that is substantially or confusingly similar to one owned by WebHostingM or its parent or affiliate entities, and will not register or maintain any internet domain names containing trademarked terms owned by WebHostingM or its parent or affiliate companies (or domain names confusingly similar thereto).

You shall not use any of WebHostingM's or its parent's or affiliates' intellectual property in your advertising except as specifically authorized by us. You further agree not to use WebHostingM's or its parent's or affiliates' trademarks, including our website URLs, as keyword terms in any online advertising campaigns.

No license or right under any copyright, patent, trademark, service mark or other proprietary right or license, except the limited trademark license provided is granted to you or conferred upon you by this Agreement.

6. PROVISIONS SPECIFIC TO RESELLER PROGRAMS

Fraudulent Transactions: You agree to hold us harmless and to indemnify us for and against transactions processed by us on your behalf that are fraudulent in nature. These fraudulent transactions could result from, but are not limited to, misrepresentations in the domain name registration or transfer process, or from the use of stolen or misappropriated credit cards.

Hosting: Your Reseller account will be hosted by us and will be subject to these terms and conditions and also of our Universal Hosting Agreement.

Customer Support: WebHostingM shall use commercially reasonable efforts to provide the services via its website using the our customer portal or via email communications. WebHostingM may on a case-by-case basis and in its sole discretion elect to provide support via telephone free of charge if it deems it necessary to do so in the event of a complicated or time-consuming Incident. WebHostingM shall provide the services, and all incidents shall be submitted, in the English language only.

WebHostingM will provide the services only in connection with incidents that it determines are related to our hosting control panel (**cPanel, Plesk or/and Webuzo**) or any third-party applications included with cPanel, Plesk or/and Webuzo. WebHostingM will not provide the services for incidents that it determines are related to third-party software not included with cPanel, Plesk or/and Webuzo, operating systems, hardware or networks unless WebHostingM determines, on a case-by-case basis and in its sole discretion, that such issues are reasonably related to cPanel, Plesk or/and Webuzo or any third-party applications included with cPanel, Plesk or/and Webuzo.

Tax: You may be required to provide information including, but not limited to, that which relates to tax or confirms your identity in order to comply with all applicable laws based on the country indicated in either the contact or payment sections of your payee account during setup.

Charge Backs: In the event of a credit card charge back related to your purchase of a service, we will deduct the amount of the credit card charge from your account.

Legal Agreements, Policies and ICANN Requirements: Your Reseller site will display a Uniform Term of Service Agreement, Service-level customer agreements, Privacy Policy, ICANN Registrant Rights and Responsibilities, and other legal agreements and policies, some of which your customer will be required to agree to before completing a purchase transaction.

You agree that you will not modify or remove, or attempt to modify or remove, any of the legal agreements and policies included in your Reseller site.

You shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by you in connection with each registration will be deposited with us or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed.

Where escrow is used, your escrow agreement will provide, at a minimum, that data will be released to us in the event you breach this agreement.

Term and Termination: In the absence of notification from you, we will automatically continue providing access to the Reseller Program indefinitely and will charge the Payment Method you have on file at our then current rates for the annual licensing fee. You agree that you will be responsible for notifying us should you desire to terminate your use of the Reseller Program. Notification of your intent to terminate must be provided to us no later than three days prior to your billing date.

We reserve the right, in our sole discretion and without notice, at any time and for any reason, to suspend your access to or use of the Reseller Program. Upon termination, your customers' services will default to us or a related entity. No refunds will be issued to you or your customers for services purchased.

We may terminate your access to the services, in whole or in part, without notice in the event that

- you fail to pay any fees due;
- you violate this Agreement, our Universal Terms of Service, Acceptable Use Policy or any other agreements you have agreed to when signing up for our services;
- your conduct may harm WebHostingM or others or cause WebHostingM or others to incur liability, as determined by us in our sole discretion; or
- as otherwise specified in this Agreement.

In such event, we will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination. Additionally, WebHostingM may charge you for all fees due for the services for the remaining portion of the then current term.

Representations and Warranties: You represent and warrant that all information provided by you to set up your reseller site is true, accurate and complete. You also represent and warrant that the name of your site, URL or other branding is being used in good faith and that you have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's registration, trademark or trade name. You acknowledge and agree that we make no representations or warranties of any kind in connection with this Agreement and specifically make no guaranty to you against the possibility of objection to, or challenge of, the registration or use of any domain name you use in connection with your Reseller Program.

Backups and Data Loss: Your use of the services is at your sole risk. WebHostingM does not maintain backups of dedicated accounts or the services purchased by you. You should not rely on the WebHostingM for backups. It is solely your responsibility to maintain backups. WebHostingM is not responsible for files and/or data residing on your account. You agree to take full responsibility for all files and data transferred and to maintain all appropriate backup of files and data stored on WebHostingM's servers.

7. EXPORT CONTROLS

In addition to U.S. Federal law, [Universal Terms of Service](#), you are required to comply with all relevant U.S. export regulations.

You agree that you will engage in any violation of U.S. export-control regulations which forbids trade and impose economic sanctions and embargoes against certain targeted geographic regions, countries, and governments including Iran, Cuba, Sudan, and Syria. Additional information about U.S. export regulations may be found at [United States Sanctions Programs and Country Information](#)

8. ACCOUNT SECURITY

If any of the services on our website require you to create an account, you must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and you will maintain and promptly update such information to keep it true, current, complete and accurate. You must select a password and a username. WebHostingM may provide you with tools to assist you in evaluating the strength of the password you select to access our website and services, but we cannot guarantee that such password will provide absolute protection.

Additionally, we are not responsible for the protection of any password you use to sign up to any of our newsletters and mailing lists. We will periodically email you the password you use for such newsletters and mailing lists so that password will be inherently insecure. You should use a different password for your account other than the password you use for our newsletters and mailing lists.

You are responsible for maintaining the confidentiality of your password and account. Furthermore, you are responsible for any and all activities that occur under your account. You agree to notify WebHostingM immediately of any unauthorized use of your account or any other breach of security. WebHostingM will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

However, you could be held liable for losses incurred by WebHostingM or another party due to someone else using your account or password. You may not use anyone else's account at any time. If you provide any information that is false, inaccurate, out of date or incomplete, or if WebHostingM has reasonable grounds to suspect that such information is false, inaccurate, not current or incomplete, WebHostingM may suspend or terminate your account and refuse any and all current or future use of the Services, our website or any portion thereof.

It is your responsibility to ensure that scripts/programs installed under your account are secure and permissions of directories are set properly, regardless of the installation method. When at all possible, set permissions on most directories to 755 or as restrictive as possible.

We may (*but not obligated to*) monitor our systems, including without limitation, to ensure that use is authorized, to facilitate protection against unauthorized access, and to verify security procedures,

survivability, and operational security. During monitoring, information may be scanned, examined, recorded, copied and used for authorized purposes. By using the services, you consent to such monitoring.

Any account found connecting to a third-party network or system without authorization from the third party is subject to suspension. Access to networks or systems outside of your direct control requires the express written consent of the third party. We may, at our discretion, request documentation to prove that your access to a third party network or system is authorized.

Any account that is found to be compromised may be disabled and/or terminated.

If you do not clean up your account after being notified by us of an ongoing issue, we reserve the right to keep your account disabled.

Upon your request, we may clean-up your account for an additional fee.

We reserve the right to migrate your account from one data-center to another in order to comply with applicable data center policies, local law or for technical or other reasons without notice.

9. FORCE MAJEURE

WebHostingM is not liable for any default or delay in the performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond our reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

10. DISCLAIMER OF WARRANTY

WEBHOSTINGM DOES NOT WARRANT THAT THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT WILL OPERATE ERROR-FREE OR THAT THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WEBHOSTINGM IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE, SERVICES, CONTENT OR USER CONTENT ARE PROVIDED ON AN "**AS IS**" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WEBHOSTINGM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. WEBHOSTINGM MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT.

11. DISCLAIMER OF CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES SHALL WEBHOSTINGM BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WEBHOSTINGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT, FROM INABILITY TO USE THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE, SERVICES, WEBHOSTINGM CONTENT OR

USER CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, SERVICES, WEBHOSTINGM CONTENT OR USER CONTENT OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. INDEMNIFICATION

You shall indemnify, defend and hold harmless WebHostingM and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns and WebHostingM affiliates (and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns) (collectively, the "WebHostingM Parties") against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the WebHostingM Parties or any one of them in connection with any claims, suits, actions, demands or judgments ("Claims") related directly or indirectly to or arising out of:

- any user content or submission that you submit;
- your use of our website or services;
- your breach of this Agreement, other agreements on our website(s) or any representations and warranties made by you in this Agreement;
- and your violation of any third-party rights.

13. MANDATORY ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

13.1 In the interest of resolving disputes between you and WebHostingM in the most expedient and cost effective manner, you and WebHostingM agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WEBHOSTINGM ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

13.2 Despite the provisions of Section 15.1, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to:

- bring an individual action in small claims court;
- pursue an enforcement action through the applicable federal, state, or local agency if that action is available;
- seek injunctive relief in a court of law; or
- to file suit in a court of law to address an intellectual property infringement claim.

13.3 Any arbitration between you and WebHostingM will be settled under the Federal Arbitration Act, and governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for

Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at adr.org by calling the AAA at 1-800-778-7879, or by contacting WebHostingM.

13.4 A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if such other party has not provided a current physical address, then by electronic mail ("**Notice**"). WebHostingM's address for Notice is:

WebHostingM, 1007 N Orange St, Fl 4, Wilmington DE 19801

The Notice must:

- describe the nature and basis of the claim or dispute; and
- set forth the specific relief sought ("**Demand**")

The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice is received, you or WebHostingM may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or WebHostingM must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any.

If the dispute is finally resolved through arbitration in your favor, WebHostingM will pay you the highest of the following:

- the amount awarded by the arbitrator, if any;
- the last written settlement amount offered by WebHostingM in settlement of the dispute prior to the arbitrator's award;
- \$USD300

13.5 If you commence arbitration in accordance with these Terms, WebHostingM will reimburse you for your payment of the filing fee, unless your claim is for more than \$100, in which case the payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in the State of Delaware, but if the claim is for \$100 or less, you may choose whether the arbitration will be conducted:

- solely on the basis of documents submitted to the arbitrator;
- through a non-appearance based telephone hearing; or
- by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address.

If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse WebHostingM for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and

reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. **13.6 YOU AND WEBHOSTINGM AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, unless both you and WebHostingM agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

13.7 If WebHostingM makes any future change to this arbitration provision, other than a change to WebHostingM's address for Notice, you may reject the change by sending us written notice within 30 days of the change to WebHostingM's address for Notice, in which case your account with WebHostingM will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.

13.8 If Section 15.6 is found to be unenforceable or if the entirety of this Section 15 is found to be unenforceable, then the entirety of this Section 15 will be null and void and, in that case, the parties agree that the exclusive jurisdiction and venue described in Section 13 will govern any action arising out of or related to these Terms. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.

14. TITLES AND HEADINGS; INDEPENDENT COVENANTS; SEVERABILITY

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

15. CONFLICTS

In the event there is a conflict between the provisions of this Agreement and the provisions of the Universal Terms of Service Agreement regarding your participation in WebHostingM Reseller Program, the provisions of our [Universal Terms of Service Agreement](#) shall control.

The logo for WebHostingM, featuring the text "webhostingm" in a white, lowercase, sans-serif font, centered within a green rounded rectangular button.