

Web Widgets Reseller Agreement

This agreement is between Web Widgets Ltd and the Reseller as stated in Schedule A.

Services Provided

- Rebranded Content Management System
- Rebranded Domain Registration System
- Rebranded Website Transfer Wizard
- Rebranded Free Website Builder Wizard
- Rebranded Login Page with password reminder
- Rebranded FAQ Page (leads to a white labeled FAQ)
- Rebranded invoice headers
- Integration to most payment gateways
- Discounted domain registration fees
- Discounted hosting prices
- All outward emails assume identify of Reseller

Fees

- The reseller agrees to pay a 1 time setup fee as specified in Schedule A.
- The reseller agrees to pay Web Widgets a fixed percentage of the standard retail hosting fees advertised on the Web Widgets website in the reseller's local currency, as specified in Schedule A.
- The Reseller must host at least 1 website with Web Widgets Ltd at full rate on any plan. This website is typically the website on which their login page, domain registration, free trial etc are provided.

Exclusivity / Continuance

- This agreement is not exclusive.
- The Reseller may not sell nor transfer their reseller rights to a third party without Web Widgets permission.
- This agreement will continue so long as the reseller pays all hosting, domain renewal and design fees within 30 days of invoice.

- Should the reseller not pay all hosting fees within 30 days, Web Widgets will continue to host all their customers' websites for a further 30 days in good faith. Should all fees not be cleared by this time, then Web Widgets reserves the right to contact the hosting customers of the Reseller and offer a direct hosting relationship.

Duration of Agreement / Termination of Agreement

- This agreement maybe 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.

End User Customer Hosting/Domain Fees

- The Reseller may determine their own retail domain registration fee.
- The Reseller may determine their own end user retail hosting fees.
- No hosting fees will be indicated to users except the domain fee.

Methodology for Support

- Web Widgets use the "train the trainer" approach.
- The reseller accepts all customer support requests directly.
- The reseller makes a suitable effort to use their training and Web Widgets FAQs to answer questions.
- The reseller poses their question to the Web Widgets help desk
- Web Widgets support desk escalates the request as necessary.
- Web Widgets provides an answer to the reseller within 1 business day.
- The Reseller responds to the customer
- With the permission of the reseller, our staff may contact a customer directly by phone, under the resellers brand, to provide more timely support.

Payment of Hosting Fees

- The end customer should pay their first hosting fee before their website can be made live.

- The customers hosting fees are calculated automatically by the system based on the site live status and account type.
- The discounted reseller hosting fee component is calculated and billed at the exact moment that a customer's retail hosting fee is charged.
- Web Widgets statements are sent on the first business day of each month.
- Payment of reseller fees are payable by direct bank transfer only.
- Payment of reseller fees is required on or before the first business day after the 20th of the month.

Bad Debts

- The Reseller may apply a maximum of 1 month's credit note for hosting to customers who have been taken offline and who have not paid their bill within 90 days. Credit notes will be discounted against current month reseller fees. It is the Resellers job to ensure that bad debtor websites are taken off line forthwith. If funds are later recovered from the bad debtor, then the credit note will be reversed.
- If fees are paid 30 days late, then this agreement is immediately void, and termination clauses come into effect.
- Web Widgets is entitled to seek reimbursement for any reasonable costs required to recover bad debts.

Free Sites and Choice of Hosting Plans

- The Reseller is entitled to several free test websites (for testing only, they may not sell or offer any real world product or service)
- If a website exceeds the allowances of a hosting plan, excess traffic fees or other fees may apply. These fees are discounted to the reseller. The reseller should seek payment from their customer. The reseller should also change the website onto a more appropriate hosting plan.

Confidentiality Agreement

- The Reseller will obtain access to confidential information including administrative functions, internal processes and procedures, trade pricing and other information deemed commercially sensitive. They must treat this information with utmost confidentiality.
- The Reseller must not disclose to any third party any information or software marked as confidential, or that would ordinarily be deemed commercially sensitive in ordinary business practice.
- Staff of the Reseller must be bound by a suitable confidentiality agreement. The Reseller is legally responsible for any breaches of confidentiality by their staff.
- If the Reseller has Web Widgets confidential information, or software installed on their own computers, then the Reseller must take effective measures to prevent unauthorized access to office space

Schedule A

Reseller Name: _____
Reseller Email: _____
Geographical Region: _____
Industry Type (eg Web Designer): _____
Business Contact Phone: _____
Business Website URL: _____
Business Postal Address: _____

Reseller Fees

One Time Reseller Setup Fee: NZ\$1000 + gst
Minimum websites hosted at full rate: 1
Percentage of standard retail hosting: 75% in NZ\$ (Payable monthly by Reseller)
Trade price for domain registrations: \$25+gst per year
Retail price for domain registrations: \$____+gst per year

Signatures

Please initial every page, and sign this one.

Signed on behalf of Web Widgets Ltd:

Name: Reuben Jackson Job Title: Managing Director
Signature: _____ Date: _____

Signed by Reseller: _____ (Company Name)

Name: _____ Job Title: _____
Signature: _____ Date: _____