

HSJ.HOST Reseller Agreement for WHM Reseller Plans

Introduction:

This Reseller Agreement ("Agreement") governs the WHM Reseller Plans offered by HSJ.HOST ("Company", "we", "us", "our"). By subscribing to and utilizing these reseller plans, you ("Reseller", "you", "your") agree to adhere to the terms and conditions outlined in this Agreement.

1. Service Overview:

HSJ.HOST offers WHM Reseller Plans, allowing Resellers to create, manage, and sell hosting accounts to their end customers using the Web Host Manager (WHM) platform.

2. Reseller Obligations:

- ❑ **Account Management:** Resellers are responsible for managing and supporting their end customers. HSJ.HOST will provide support directly to the Reseller and not the Reseller's customers.
- ❑ **Legal Compliance:** Resellers must ensure that the content hosted and the services they provide to their end customers comply with all applicable laws and regulations.
- ❑ **Billing:** Resellers are responsible for billing and collecting payments from their end customers.

3. Company Commitments:

- ❑ **Resources:** We commit to providing the server resources as per the subscribed reseller plan.
- ❑ **Platform Maintenance:** Regular security patches and updates will be applied to the WHM platform for optimal performance and security.

4. Data Backup:

- ❑ While HSJ.HOST may provide backup tools, Resellers are encouraged to maintain their backups for their accounts and their end customers.
- ❑ Resellers are responsible for any data loss that may arise from their or their end customers' actions.

5. Fair Use Policy:

- ❑ Resellers should ensure that their usage and their end customers' usage of resources (bandwidth, storage, CPU) does not adversely affect the server performance or other customers.
- ❑ Activities deemed as excessive use may result in account limitations or additional charges.

6. Prohibited Activities:

- ❑ Hosting or distributing malicious content, including malware and phishing pages.
- ❑ Hosting content that violates copyright, trademark, or other intellectual property rights.
- ❑ Compromising server security or engaging in illegal or discriminatory activities.

7. Termination:

- ☐ Reseller accounts found violating this Agreement may be suspended or terminated without prior notice.
- ☐ Resellers may terminate their agreement by providing written notice in line with the cancellation policies.

8. Limitation of Liability:

- ☐ HSJ.HOST will not be liable for any indirect, incidental, special, or consequential damages resulting from the use or inability to use the reseller services.
- ☐ Our total liability under this Agreement shall not exceed the amount paid by the Reseller for the reseller services.

9. Changes to the Agreement:

HSJ.HOST reserves the right to modify this Agreement at any time. Resellers will be notified of significant changes. Continued use of the reseller services indicates acceptance of the revised terms.

10. Governing Law:

This Agreement is governed by the laws of the Commonwealth of Australia. Any disputes arising from this Agreement will be resolved under the jurisdiction of Australian courts.

By subscribing to our WHM Reseller Plans, you acknowledge that you have read, understood, and agree to be bound by the terms of this Reseller Agreement.