



talking your language

Proweb Service Reseller Agreement



Fact - "Beneath the surface, business has been changing; e-business technologies are penetrating industry regardless of sector, company size or location." CBI/KPMG

Proweb (UK) Ltd offer straightforward advice and support on all aspects of web strategy and development. We specialise in serving the needs of small to medium sized businesses recognising that this market needs the right advice from a partner they can trust and, above all, to receive impartial, valuable advice that leads to direct business benefit.

Positioned For Success

One of the key features behind Proweb's success has always been its ability to devise, develop and provide cost effective innovative solutions meeting the Internet needs of UK business. The diverse skills that our resellers bring to the Scheme play a major role in this success and, at present, this ranges from value-added consultancy to specialist network and web design services. Proweb welcomes all applications from those interested in becoming an authorized Reseller, who are interested in proactively promoting and reselling a quality portfolio of products.

Market Growth

Relatively few of the current 10 million Internet users in the UK today are taking advantage of all the business opportunities available. However, with the introduction and continuing growth of business intelligence, E-commerce and online banking, this figure is set to radically alter in the near future. Proweb sees its Reseller Scheme as an ideal means by which to offer its solutions portfolio and meet growing demand.

Income Opportunities

Proweb have a range of commission and residual income plans for Proweb resellers that enable people to make the most of their existing contacts (both personal and business) and to generate a short term income opportunity or a long term residual income. Proweb can work with you to plan out the most appropriate sales proposition and the most appropriate commission structure to enable you to meet your goals.

Reseller Profile

We invite all value-added resellers and distributors to join the Reseller Scheme irrespective of your particular area of expertise. We believe that this enhances market opportunities for both you and Proweb and continues to provide our mutual customers with world class solutions.

Our Commitment to the Scheme

We think of our resellers not just as business partners but as an extension of Proweb, enabling our mutual clients to benefit from a reliable, cost-effective, fast but totally professional service. In addition, Proweb offers full telephone support on all services as well as regular updates on new products and technology.



If you would like any assistance with completing these forms or require further information on any of our other services, please do not hesitate to contact us.

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Credit Terms

You receive extended credit terms of 14 days instead of the usual 7 days corporate customers have. This should enable you to collect from your own End Users in the majority of cases prior to settling your Proweb account.

Points of Contact

As a Reseller, you are given your own Account Manager to accelerate the processing of any orders you need to place or queries you may have.

In addition, an online control panel allows you to view all of the services you currently have for all your clients, including renewal dates, your payment structure and invoices etc.

Proweb Resellers:

Proweb currently has resellers throughout the UK selling its services. These range from computer stores, training companies and individuals who believe in Proweb as a quality service provider and who are interested in creating a long-term residual income for themselves or for their business and planning for their future.

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Proweb (UK) Ltd is committed to developing partnerships with like minded companies who understand that e-business development is about more than flashy web sites and search engines and that even the smallest business deserves professional advice and service.

Our partnership programmes operate on 2 levels with varying levels of commitment and reward including:

- **Reseller Program:**
Full online administration suite, dedicated account and support manager, full range of products to resell to your client base. You set your prices to your customers, we invoice you at a discounted rate. You provide first line support backed up where necessary by your Proweb Support Manager.
- **Affiliates Scheme:**
We invoice your client at our standard retail rates, and invite you each month to invoice us for your commission for each service and product you have sold. Ideal for small companies offering Value Added Services that are not core to your overall business plan. Proweb handle all support and accounts information.

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What Can I Sell?

Anything up to the full range of Proweb (UK) Ltd products including:

- Domain Registration
- Variety of simple hosting packages, tailored to your clients needs
- Dialup Connectivity
- Broadband Services
- Web Marketing & Live Statistics
- eCommerce Solutions
- Content Management Suites
- Online & Offline Multimedia Design and Developments

Resellers can benefit from upto 50% commission across all of our services, enabling you to have predictable residual income through offering a new Product Set, with no initial start up costs or ongoing maintenance for your hosting equipment. Everything is controlled by Proweb giving you continual peace of mind.

To sign up to our reseller programme, please complete the details on the following page and fax back to 01159 118 413.

An Account Manager will be assigned to your company immediately, and they will contact you to discuss your requirements in further detail, ensuring you get the most out of your reseller account with Proweb (UK) Ltd.

Your account manager is available at all times ensuring you are aware of new products and services introduced to the Proweb (UK) Ltd product range.

We look forward to receiving your completed form, and enjoying a long and mutually beneficial partnership.



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Reseller Agreement Registration Form

I have read the terms and conditions listed in this agreement and I understand and agree with them in full. Also the information I have supplied in this contract is true to the best of my knowledge.

Reseller Information:

Name of Company:	
Contact Address:	
Invoice Address (if different from above)	
Signature of Clients Authorised Representative	
Name of Clients Authorised Representative	
Position In Company	
Date of Signature	
Type of Partner Programme (delete as applicable)	Reseller / Referral

For Office Use Only

Accepted By	
Name of Person Accepting Contract	
Date of Signature	
Reseller Reference	

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Terms & Conditions of Services Supplied

1. Basis of Supply

- 1.1 These Conditions are the only terms and conditions on which ProWeb (UK) Limited ("the Supplier") is prepared to supply Internet services ("Services") to its Customer and these Conditions shall apply to the exclusion of any other express or implied conditions, including any terms and conditions to which the order of the Customer may purport to be subject
- 1.2 No variation or addition to these Conditions shall be binding upon the Supplier unless agreed in writing between a director of the Supplier and the Customer or, where the Customer is not an individual, a duly authorised representative of the Customer
- 1.3 Subject to any variation in accordance with clause 1.2, these Conditions (together with the matters referred to on the face of the Supplier's standard order form submitted by the Customer and accepted by the Supplier) embody the entire understanding of the parties and override any prior promises, undertakings or representation including any such statements concerning the Services, by employees or agents of the Supplier
- 1.4 In these Conditions, "Contract" means the contract for the provision of the Services by the Supplier to the Customer

2. Charges

- 2.1 The Customer shall pay the registration, set-up, monthly fees and other charges for the Services as stated on the Supplier's list of charges last published before the date on which the Customer's order for the Services is accepted.
- 2.2 The Supplier reserves the right at any time to increase the charges payable for the Services or to vary the Services upon not less than 60 days' written notice to the Customer such notice to expire at the end of one of the Customer's quarterly or annual payment periods as referred to at clause 3 below
- 2.3 The charges are exclusive of any application Value Added Tax or any other taxes, levies or duties which will be added or charged on invoices at the appropriate rates

3. Payment

- 3.1 All charges are payable quarterly or annually in advance by credit card or direct debit. An invoice will be rendered to the Customer following acceptance of the Customer's initial order and no Services will be provided until payment of that invoice has been received by the Supplier. Invoices for subsequent quarters or years shall be paid by the Customer on or before expiry of the preceding quarter or year ("the due date")
- 3.2 If the Customer fails to make any payment by the due date, then, without prejudice to any other right or remedy available, the Supplier shall be entitled in its sole discretion to:-
 - 3.2.1 suspend the provision of the Services to the Customer;
 - 3.2.2 charge interest (both before and after any judgment) on a day to day basis at the rate of 4% above the base lending rate of National Westminster Bank plc from time to time until payment;
 - 3.2.3 determine the Contract

4. Limitations on use of the Services

- 4.1 The Services comprise a facility shared by the Customer with other customers of the Supplier. The Supplier cannot accordingly guarantee access to the Services at all times. It also reserves the right to disconnect the Customer from the Services if the Customer has been logged in for a period of more than 30 minutes and disconnection is necessary in order to allow other customers reasonable access to the Services.
- 4.2 The Customer shall not allow any simultaneous access to the Services using the same log-in and shall not allow use of an e-mail address by anyone other than the specific individual, company, division, department or other entity for which it was provided.
- 4.3 The Customer undertakes to use the Services for lawful purposes only and in accordance with any terms and conditions applicable to any third party services accessed through use of the Services and agrees, without prejudice to the generality of the foregoing, not to use the Services in order to transmit or receive any material that:-
 - 4.3.1. is obscene, blasphemous or defamatory;
- 4.3.2 infringes the intellectual property rights (including without limitation, copyright, moral rights and rights in confidential information) of any third party
- 4.4 The Customer acknowledges that, whatever assistance may be given by the Supplier in the production of the Customer's "home pages", the content of those pages remains entirely the responsibility of the Customer. The customer accordingly undertakes to ensure that such pages will not contain any material of the type referred to at clauses 4.3.1 or 4.3.2 above.
- 4.5 The Customer agrees to indemnify and keep indemnified the Supplier against all losses and all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Supplier arising out of the Customer's use of the Services or any Communications Software (as defined at clause 7 below) provided by the Supplier or out of any breach by the Customer of its undertaking at clause 4.4 above. The Customer further agrees promptly to notify the Supplier of any such claim, to give all such assistance as the Supplier may reasonably require in order to defend the same and promptly to cease the activity which is the subject of such a claim, if so requested by the Supplier.
- 4.6 The Customer is responsible for and must provide all telephone and other equipment and services in order to obtain access to the Services.
- 4.7 The Customer undertakes to keep its password secret and secure. Should it fail to do so and a third party gain access therefore, the Customer shall indemnify the Supplier against the third party's use of the Services in accordance with the terms of clause 4.5 above.
- 4.8 Except as expressly permitted in writing by the Supplier, the Customer may not reproduce, redistribute, retransmit, publish or otherwise transfer or commercially exploit any information, software, or other material received through use of the Services.

5. EXCLUSION OF WARRANTIES

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- 5.1 THE CUSTOMER ACKNOWLEDGES THAT THE SUPPLIER HAS NO CONTROL OVER THE OWNERSHIP, QUALITY OR DECENCY OF MATERIAL ACCESSED THROUGH THE INTERNET. THE CUSTOMER ACCORDINGLY AGREES THAT ITS USE OF THE SERVICES SHALL BE AT ITS SOLE RISK AND EXPENSE AND ACKNOWLEDGES THAT THE SUPPLIER MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER REGARDING THE RESULTS TO BE OBTAINED FROM USING THE SERVICES OR AS TO THE OWNERSHIP, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF MATERIAL ACCESSED THROUGH USE OF THE SERVICES
- 5.2 THE SUPPLIER AGREES TO PROVIDE THE SERVICES WITH REASONABLE CARE AND SKILL AND TO ENDEAVOUR TO MAKE AVAILABLE THE SERVICES THROUGHOUT THE PERIOD OF THE CONTRACT. THE SUPPLIER DOES NOT, HOWEVER, WARRANT THAT ITS PROVISION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
- 5.3 SUBJECT AS EXPRESSLY PROVIDED IN THESE CONDITIONS, ALL WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW

6. LIMITATIONS OF LIABILITY

- 6.1 THE SUPPLIER SHALL BE UNDER NO LIABILITY (EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF THE SUPPLIER):-
- 6.2 FOR ANY LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL) SUSTAINED OR INCURRED BY THE CUSTOMER AS A RESULT OF ITS ACCESSING OF THE INTERNET OR ITS RECEIPT OR USE OF ANY MATERIAL CONTAINED ON THE INTERNET;
- 6.3 FOR ANY LOSS OF PROFITS OR GOODWILL OR ANY TYPE OF INDIRECT OR CONSEQUENTIAL LOSS EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR HAD BEEN ADVISED TO THE SUPPLIER AS A POSSIBILITY (AND WHETHER CAUSED BY THE NEGLIGENCE OF THE SUPPLIER, ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF SERVICES OR FAILURE BY THE SUPPLIER TO PROVIDE THE SERVICES
- 6.4 IN AN AMOUNT IN EXCESS OF THE TOTAL CHARGES PAID BY THE CUSTOMER FOR THE SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CUSTOMER'S CLAIM AGAINST THE SUPPLIER.

7. Communications Software

- 7.1 The Supplier may provide the Customer with or allow the Customer access to third party communications software ("Communications Software") which is freeware, shareware, or demonstration software. No charges is made in respect of the provision of Communications Software and the Supplier does not purport to grant to the Customer any right to use or any other rights in respect of the same. There is no obligation upon the Customer to use Communications Software provided by the Supplier in order to access the Services.
- 7.2 Any Communications Software provided by the Supplier is used by the Customer entirely at its own risk and expense and the Supplier makes no warranties or representations and will accept no liability in respect thereof. (The Supplier will, however, provide free of charge a further copy of any such Communications Software if a defect due to faulty materials or workmanship occurs in the disk upon which it was originally supplied by the Supplier during a period of 90 days from the date of such supply.) The Customer undertakes to use such Communications Software strictly in accordance with the terms of the licence granted by the relevant third party including, without limitation, any terms relating to the payment of fees.

8. Suspension of Services

If the Customer is, at any time, in material breach of this Agreement, the Supplier may forthwith by written notice to the Customer (and without prejudice to its other rights and remedies) suspend the provision of any or all of the Services to the Customer for the period during which the breach continues.

9. Term and Termination

- 9.1 The Contract shall continue until terminated by either the Supplier or the Customer giving at least 30 days' written notice to the other, such notice to expire at the end of one of the Customer's quarterly or annual payment periods as referred to at clause 3 above.
- 9.1.1 The Supplier may agree to waive the 30 day notice period where the Client may pay an administration charge set out at the time of cancellation.
- 9.2 The Supplier may terminate the Contract by notice in writing to the Customer:-
- 9.2.1 in the circumstances referred to at clause 3.2 above; or
- 9.2.2 if the Customer commits any other material breach of this Agreement provided that, if the breach is capable of remedy, the notice shall only be given if the Customer shall not have remedied the same within 30 days of having been given notice in writing specifying the breach and requiring it to be remedied; or
- 9.2.3 the Customer being a company shall pass a resolution (or suffer an order of the Court to be made) for its winding up, or if a Receiver or an Administrator shall be appointed, or if a petition for the appointment of an Administrator shall be presented in respect of it, or being an individual or partnership shall suspend payment or propose to enter into any composition with creditors or become unable to pay its debts (or have no reasonable prospect of so doing) or suffer a bankruptcy order.

10. Force Majeure

The Supplier shall not be liable to the Customer or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations under the Contract if the delay or failure was due to any cause beyond the Supplier's reasonable control including, but not limited to, industrial action, war, fire, prohibition, or enactment of any kind on the part of any governmental, parliamentary or local authority, power failure or break down in machinery or any act of omission of the Customer.

11. General

- 11.1 The Contract is personal to the Customer who shall not assign, transfer, sub-contract or in any other manner make over to any third party (whether in whole or in part) the benefit and/or burden of the Contract.
- 11.2 Any notices to be served by either party on the other under these Conditions shall be in writing and served, in the case of notice to the

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Supplier, at its registered office address and, in the case of the Customer, at its address as stated on the order form for the Services or, in either case, at such alternative address as the one party may from time to time designate by written notice to the other.

- 11.3** No waiver by the Supplier of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 11.5** The Contract is governed by the laws of England and the English Courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of it.

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