

## Resellers Program Terms and Conditions

By signing up for our free reseller program, you agree to abide by the Reseller Terms and Conditions, which represent the responsibilities and obligations included in each part of the mutual partnership between you – as a private label reseller of ours, and us – Level 7 Systems Ltd., a UK company.

This is an Agreement between You - the Reseller of our products and services, and Level 7 Systems Ltd. - the UK based company. This Agreement explicates the terms and conditions that You - the Reseller - agree to abide by when signing up for a reseller program with our company, as well as the responsibilities included in our business partnership and the basis upon which all transactions between You and Level 7 Systems Ltd. will take place. You - the Reseller - also agree to be bound by the terms and conditions of this Agreement for any transaction made by another person using your Reseller account, whether or not the transaction was made on your Reseller behalf.

The Effective Date of this agreement shall be considered to be the date on which You - the Reseller - completed the signup process of Level 7 Systems reseller program.

Whereas, Level 7 Systems Ltd. is a fully-operational Internet communication services company; and whereas, the Reseller desires to purchase Internet communication services, as well as any other services or products that may be available from Level 7 Systems Ltd., for the purpose of reselling these Services to the Reseller's customers;

Therefore, Level 7 Systems Ltd. and the Reseller agree as follows:

1. **LEVEL 7 SYSTEMS LTD.** grants the Reseller a non-exclusive, non-transferable license to resell its products and services worldwide. The Services are subject to Level 7 Systems' Terms of Service.
2. **SERVICE BRANDING & MARKETING RIGHTS** – Level 7 Systems Ltd. authorizes the Reseller to brand the Services by using the Reseller's PRIVATE BRAND name and logo.
  - **Reseller website** – Level 7 Systems Ltd. gives the Reseller the possibility to use ready-made turn-key templates to set up his/her own Reseller website(s). The templates contain customizable areas and can be edited by the Reseller to his/her own individual website concept with certain limitations.
  - **Marketing Rights** – Level 7 Systems Ltd. also gives the Reseller the right to build his/her own marketing strategies and market his/her products and services according to his/her own individually conceived marketing concept and preferences. The Reseller may use any marketing approaches and means of popularizing the Services (forums, blogs, social networks, personal or business websites, printed media, etc.), as long as those do not include any publications contradicting to the common online ethics and allowed online activities, and do not constitute an infringement of any copyrights, or other rights of third parties, or a violation of any applicable law and/or terms or agreements explicated in this document and its coherent policies.
3. **SERVICE PRICING** - The Reseller acknowledges that all prices, discount rates and transaction fees are subject to change. Level 7 Systems Ltd. will provide its Services to the Reseller according to the Level 7 Systems Ltd.'s Wholesale Price List available in Attachment 1 which is an integral part of this agreement. Selection of services and setting of retail prices can be done by the Reseller from his/her Partner [Control Panel](#).

4. **SERVICE PAYMENT** - The Reseller authorizes Level 7 Systems Ltd. to charge each customer purchasing a service through his/her Reseller website with the exact service price amount (in the currency(ies)) designated by the Reseller.

- **Fraudulent Transactions** - The Reseller agrees to hold Level 7 Systems Ltd. unharmed and to indemnify Level 7 Systems Ltd. for transactions processed by Level 7 Systems Ltd. on behalf of the Reseller that are fraudulent in nature. Such fraudulent transactions can result from, but are not limited to: misrepresentations during the registration process, or the use of stolen or misappropriated credit cards.

5. **RESELLER COMMISSION** - The Reseller Program gives the Reseller an option to earn a monthly commission, the amount of which depends on the sales he/she has made for the period of one month (the month prior to the month of the commission payment release date). The commission amount is calculated per sold single product and/or service on the basis of a simple formula:

**[ (0.96 x retail price) - wholesale price = commission due]**

The due commission represents the net difference between the wholesale cost and the retail cost of all products and/or services sold within a month.

The commissions are issued at the beginning of each month. They can be paid in one of the four supported currencies (GBP, USD, EUR, JPY) and through one of the following payment methods: PayPal or bank wire.

The minimum amount for payment of the reseller commission is \$50.00 US. Their commission payment will also be reduced by \$15 in order to be covered the costs of the wire transfer.

6. **CHARCHBACKS, MONEYBACK & REFUNDS**

**Chargeback Policy** - In the event of a claimed chargeback where no reverse payment procedure can be initiated, the respective customer hosting account will remain suspended and a \$20 USD fee will be withdrawn from the commission of the Reseller, whose client's account has been the reason for the chargeback (in order to be covered the fees imposed to Level 7 Systems Ltd. from our authorized retailers for the claimed unauthorized transaction).

**Refunds** - If a refund has been requested from your customer and completed, the profit for that particular transaction will be deducted from your reseller commission. If the given customer has received his/her refund, however Level 7 Systems Ltd. has already paid you the commission for the transaction, then Level 7 Systems Ltd. will deduct the exact commission amount for that reseller sale of yours from your next month commission payment.

7. **TECHNICAL SUPPORT** – Level 7 Systems Ltd. will provide technical support to the Reseller and all his/her customers via any of the following support channels: e-mail, live chat, ticketing system. Resellers may choose also to provide support to their customers themselves.

8. **NOTICES** - The Reseller agrees that all notices (except for notices concerning breach of this Agreement) from Level 7 Systems Ltd. to the Reseller may be posted on our web site - <http://level7systems.co.uk/en/partners>. Notices concerning breach of this Agreement will be sent either to the e-mail address that the Reseller has provided in his reseller profile or mailed by first class mail to the postal address that the Reseller has on file with Level 7 Systems Ltd. In both cases, delivery shall be deemed to have been made five (5) days after the notice has been sent. Notices from the Reseller to Level 7 Systems Ltd. should be made by e-mail sent to the address provided on our web site.

9. **PRIVACY** - The Reseller agrees to abide by the [Privacy Policy](#) of Level 7 Systems Ltd. in his/her dealings with customers and others, and to post the Privacy Policy on the Reseller's website HOME page. Failure to comply with the Privacy Policy of Level 7 Systems Ltd. will be deemed a breach of this Agreement.
10. **RESTRICTION / REFUSAL OF SERVICE** - The Reseller agrees that Level 7 Systems Ltd., in its sole discretion and without liability to the Reseller, may terminate this Agreement if the Reseller is found to be using Level 7 Systems Ltd.'s Services in association with unsolicited commercial e-mail (SPAM) or morally objectionable activities. Morally objectionable activities may include, but are not be limited to: activities that are in nature defamatory, embarrassing, harmful, abusing, threatening, slanderous or harassing third parties; activities prohibited by any applicable law of the United States and/or foreign territories in which the Reseller conducts business; activities designed to encourage unlawful behavior of others, such as hate crime, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm minors in any way. In the event that Level 7 Systems Ltd. terminates this Agreement for SPAM or any morally objectionable activity described in this document, no refund payment will be issued to the Reseller and/or his customer(s).
11. **NO SOLICITAION** - The Reseller agrees that he/she will NOT approach Level 7 Systems' employees with proposals to hire them as his/her own employees or contractors. If the Reseller were to hire any of Level 7 Systems' employees, the Reseller agrees to pay Level 7 Systems Ltd. - for each employee hired - the greater amount of a three years salary that the Reseller is to pay that employee or \$100 000 USD.
12. **LIMITED LIABILITY** – Level 7 Systems Ltd. shall not be liable under any circumstances for any special, consequential, incidental or punitive damages arising out of or in any way connected with this Reseller Agreement and/or any services and products that the Reseller may choose to resell, including but not limited to: damages for lost profits, loss of service use, loss of data, loss of privacy, damages to third parties. This limited liability clause shall apply even if Level 7 Systems Ltd. has been notified of the possibility of any claims. Level 7 Systems' liability is limited to the extent permitted by law in states that do not allow the exclusion or limitation of liability for consequential or incidental damages. In no event shall Level 7 Systems' maximum liability exceed the total amount paid by the Reseller for the Service or the product.
13. **RESELLER ANNOUNCEMENTS** – Level 7 Systems Ltd. agrees to contact the Reseller via email or ticketing system in relation to any customer's case that requires a feedback from the Reseller and reserves the right to take measures to resolve the case if no response is received by you the Reseller within 48 hours of the email/ticket submission.
14. **MODIFICATION** - This Agreement and its attachments are subject to change. Level 7 Systems Ltd. reserves its right to modify these policies upon need without prior notice. All such changes will be announced on our website: <http://level7systems.co.uk/en/partners>. Therefore, resellers are encouraged to periodically review these Terms and Agreements, as well as our news postings, in order to have always up-to-date and applicable policy information.
15. **TERMINATION** - The Reseller may terminate this Agreement and his/her reseller account at any point. However, if the Reseller has active customer accounts signed up through his/her reseller website(s), the Reseller needs to send a notice to Level 7 Systems Ltd. 30 days prior to the termination date of his/her account, either by sending a ticket from his/her Partner Control Panel or by e-mailing to [support@level7systems.co.uk](mailto:support@level7systems.co.uk). This is requested in order for Level 7 Systems Ltd. to have the opportunity to transfer all active customer accounts of the Reseller (all the Reseller's customers default in such cases to Level 7 Systems Ltd.) and ensure that the customers' services will not suffer an unexpected downtime.

16. **ASSIGNMENT** - The Reseller may not assign its rights or duties under this Agreement to another individual or entity without the expressed written consent of Level 7 Systems Ltd., which will not be unreasonably withheld. Level 7 Systems Ltd. may assign its rights and obligations under this Agreement without prior notice, as long as the Service continues to operate as outlined in this Agreement.
17. **SEVERABILITY** - The provisions of this Agreement are severable. If any part of the Agreement is found to be unenforceable, invalid, or void, then that part will be interpreted in accordance with the applicable law as closely as possible in line with the original intention of both parties of the Agreement. The remaining provisions of the Agreement will remain in full force and effect.
18. **ENTIRETY** - This document and its attachments constitute the entire agreement and contract between the parties mentioned herein (Level 7 Systems Ltd. and the Reseller of our Services), and supersedes any and all prior and contemporaneous, oral, or written representations, communication, understandings, and agreements between these parties with respect to the subject matter reviewed herein.