

# Pylogen Hosting

## *Annexure A - Reseller Terms and Conditions*

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The following Reseller Terms and Conditions forms part of our Terms and Conditions, which may be subject to change from time to time. It is the Reseller's responsibility to ensure that it complies with the latest edition in force at any given time. This agreement is noted as **Annexure A**.

This is an agreement between you, the purchaser (hereinafter referred to as the Reseller) and Pylogen CC t/a Pylogen regarding your use of Pylogen's hosting environments. This Agreement governs the Terms and Conditions under which Pylogen makes the services offered available to resellers in connection with web hosting or similar services.

### **1. Client Support**

- a. The Reseller is entirely responsible for providing technical support to all resold accounts' holders.
- b. Pylogen staff will not provide support directly to the Reseller's clients and if Pylogen become aware of such, a once-off non compliance penalty of R250.00 shall be charged to the Reseller's account per incident.
- c. The reseller agrees to self diagnose all issues reported by its clients until such time that he or she has exhausted all options before requesting Pylogen to investigate and resolve such issues.
- d. In the event that an issue is resolved by Pylogen where the reseller has not investigated or taken necessary steps to self diagnose such issues, Pylogen may charge to the reseller the equivalent of a hour's support @ R150/hour.

### **2. Financial Arrangements**

- a. The Reseller is responsible for collection of payment from their resold accounts, and any default of payment for resold services cannot be passed credited to Pylogen.
- b. Pylogen shall not be held liable for any taxes or other fees to be paid in accordance with or related to purchases made from the Reseller's clients for

Pylogen's services. The Reseller's agree to take full responsibility for all taxes and fees of any nature associated with the resale of products..

### **3. Control Panel Administration**

- a. All administrative functions remain the responsibility of the Reseller including but are not limited to creating domains, e-mail account setups, password management, e-mail client setup, domain transfers etc.

### **4. Domain Registration and Transfers**

- a. Pylogen provide reseller domain registration and transfers. The reseller has to ensure that all hosted accounts are correctly set up prior to requesting Pylogen to register or transfer any domains. Pylogen may not be held responsible or liable for delays in conjunction with this service.

### **5. Competency**

- a. The Reseller is required to have a fundamental understanding of the Internet and its communication protocols.
- b. In the event that the Reseller is not familiar with terminology or the workings of a service, the Reseller agrees to first consult the internet and other available literature to familiarise itself before requesting assistance from Pylogen.

### **6. Reseller's Responsibilities**

- a. In the event of the Reseller's sub-account being compromised due to weak passwords, the reseller assumes and accepts all liability for such account and where applicable, any related penalties and fees shall be charged to the Reseller's account.
- b. The Reseller assumes and accepts all liability for Acceptable Use Policy Violations by its sub-accounts, and where applicable, any related penalties and fees shall be charged to the Reseller's account.

### **7. Software and Script Installations & Support**

- a. Pylogen does not provide any software installation service. No reliance should be placed on any of the facilities provided by Pylogen, including but not limited to control panels or any other software installation scripts.
- b. In certain instances a reseller may require the assistance of Pylogen to assist in the debugging of a supported script or its installation process. In such event, Pylogen may provide limited advice at no additional cost, subject to the following conditions:
  - i. The script is supported and known to run within the constraints of a shared Windows hosting environment.
  - ii. The reseller is able to complete the installation without any input or

change by a Pylogen engineer.

- iii. The environment configuration information required for the application to function is not documented within the control panel.

## 8. **Modification**

- a. Pylogen reserves the right to add, delete, or modify any provision of this Policy at any time without notice.