

The Summit Group (Australia) Pty Ltd Reseller Agreement

Background

- A. The Summit Group (Australia) Pty Ltd (hereby referred to as "Summit") provides IT & Internet related services including, but not limited to, Domain Name Registration and Management, Email Hosting and Management, DNS Management, Web Hosting, Hosted Exchange, Virtual Servers, Online Backup, Internet & Voice Services ("the Services").
- B. Summit provides the Services to the end user ("Customer"), either directly, or through an Approved Reseller ("Reseller").
- C. Resellers provide a separate and independent service to Summit, with the only correlating relationship being in the context of the Reseller referring customers to Summit in the effort to develop Reseller business interests and ongoing commission yields.
- D. The Reseller is not an employee, representative or contractor of Summit and has no other relationship to Summit other than that set out in this Agreement.

Terms of Agreement ("The Agreement")

1. Accurate Information

Summit will provide the Reseller with accurate pricing and marketing information for the Services through the Summit website, www.thesummitgroup.com.au, related Summit Websites, and through email and written quotations.

The prices for the Services may vary from time to time due to the prices for options and international currency conversions varying. It is the responsibility of the Reseller to ensure that the Reseller has obtained the correct and current pricing for the Services direct from Summit, before quoting or advising or making any representations to the Customer as to the price or availability of the Services. The Reseller shall be liable to the Customer for any discrepancies between Summit prices and those represented by the Reseller.

The Reseller agrees and undertakes that:

- a. The Reseller will represent the Services and prices of Summit accurately.
- b. The Reseller will sell the Services to Customers at the prices determined by Summit.
- c. The Reseller will not charge Customers any commission, finder's fee or other charges for the Services, other than those set by Summit.
- d. The Reseller will not represent himself as being an employee of Summit.
- e. The Reseller will not provide any guarantees or warranties on behalf of Summit over and above those stated in the Summit Terms and Conditions.

2. Provision of Services

When a Reseller submits an order either through the Summit web site or by other means, the Reseller accepts the Summit Terms and Conditions as they may exist from time to time on behalf of the Customer.

Resellers must inform Summit of all transactions placed by the Reseller or placed by Customers based on the Reseller's efforts, or commissions will not be guaranteed to be paid by Summit on such Customers. Any Customer who has signed up with Summit without stating who referred them may be assigned to the Reseller within 14 days of the Customer signing up with Summit, upon written notification from the Reseller being served on Summit. Thereafter, the Reseller forfeits all rights, including commissions in relation to the Customer.

Resellers may impose additional terms and conditions under which the Reseller provides services and/or products to Customers, but may not alter or amend the Summit Terms and Conditions or Acceptable Usage Policy in any way, whether in written form or by representation or undertaking.

3. Commissions

- a. Commission will be paid to the Reseller at the rate of 10% inclusive of GST on the charges (excluding GST) for the selected product plan for life of the Customer.
- b. Commissions will be paid on the following services;
 - i. Web Hosting;
 - ii. Domain Name Registration, Renewal & Transfer;
 - iii. SSL Certificates;
 - iv. Email Marketing;
 - v. Hosted Exchange;
 - vi. Summit Message Security;
 - vii. ADSL, Fibre, Ethernet & Fixed Wireless
 - viii. MPLS Private Networks
 - ix. FlexPBX Fixed Costs
 - x. Other Services as prescribed by Summit from time to time;
- c. Recurring commissions are granted upon account renewal by the Customer.
- d. Reseller Hosting Accounts, Domain Name Registration, added extras (as defined by Summit from time to time) and any excess data charges are exempt from commission.
- e. Commissions are paid upon request from the Reseller, save that the minimum payment frequency must not exceed 3 months, and cannot be paid following the first referral.
- f. If Reseller has an ABN, a Tax Invoice must be lodged prior to any commission being paid by Summit.
- g. Commission is paid via Direct Deposit into in Australian Dollars.
- h. Commission is payable only on the Services which have been paid for by the Customer.
- i. Commission is paid on active Reseller accounts only.
- j. Commission is only payable for accounts that Reseller refers external to existing/own personal or business web hosting accounts held with Summit.
- k. Commission shall not be paid on accounts or matters referred to Summit by the Reseller where these accounts or matters are the private or business accounts of the Reseller.
- l. Customers referred must be a separate, non-related entity to the Reseller to be eligible for commissions.

4. Ownership

- a. Summit retains full ownership of the Customer in the context of all Services provided by Summit. Upon termination of this Agreement, the Customer remains the property of Summit.
- b. Reseller account and earned commission is not transferable or saleable to any other party unless otherwise determined by Summit in its absolute discretion.

5. Suspension

Summit has the right to and may suspend Reseller status if:

- a. The Reseller breaches any of his or her obligations under the Agreement;
- b. The Reseller holds more than one Reseller account;
- c. The Reseller is inactive in selling the Services for a period of not less than 12 months.

6. Termination

Either party may terminate this Agreement by giving the other party 14 days written notice of their intention to terminate.

Summit has the right to terminate Reseller status and this Agreement if:

- a. The Reseller breaches any of his or her obligations under this Agreement.
- b. The Reseller does not sell any Service for 12 months and does not contact Summit annually to confirm the Reseller's details.
- c. The Reseller takes part in or encourages fraudulent activity in any context.
- d. The Reseller brings Summit in to disrepute.

Upon termination of this Agreement for any reason, the Reseller shall immediately:

- a. Cease holding himself/herself out and representing itself as an authorized or otherwise Reseller of Summit;
- b. Cease selling the Services offered by Summit;
- c. Return to Summit any materials relating to the Services and all materials provided by Summit to the Reseller during the course of this Agreement or provided by Summit to the Reseller for the purposes of selling, marketing, promoting or supporting the Services or Summit;
- d. Return to Summit any Customer details, Customer cards or other information and materials relating to any Customers to whom the Services were provided during the course of this Agreement;
- e. Assign any goodwill associated with the Customers to whom the Services were provided during the course of this Agreement to Summit;
- f. Be restrained from canvassing, soliciting, marketing or otherwise contacting the Customers to whom the Services were provided during the course of this Agreement for a period of 6 months from the termination of this Agreement.

7. Governing Laws

- a. This Agreement shall be governed by the laws of Victoria, Australia.
- b. This Agreement is subject to any applicable provisions of the Australian Consumer Law and in the event any provision of this Agreement conflicts with the Australian Consumer Law, that provision shall be severed and read down as far as possible to ensure compliance with the Australian Consumer Law.
- c. The goods supplied by Summit to you are subject to a statutory guarantees. Under these guarantees, you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- d. Where the problem with goods or services provided by or through Summit is not major, we will at our discretion repair, replace or refund the product or fix the problem with the service.

- e. For a major problem with a product or service supplied by or through Summit, we will at our discretion have the right to choose whether to give a replacement or a refund.
- f. For a major problem with a service, you can choose compensation for the drop in value below the price paid, or a refund.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and any previous agreements, understandings or negotiations shall be superseded and replaced by this Agreement.

9. Modifications to Agreement


Summit reserves the right to vary or amend this agreement from time to time without notice.

Agreement Approval


SIGNED on the day of..... 20.....

Reseller to sign:

SIGNED by an authorised person of

Company	
ABN or ACN	
Name & Position	
Signature	

Summit to sign:

SIGNED by an authorised person of The Summit Group (Australia) Pty Ltd (ACN 127 605 065) Greg Lipschitz (Director)	
---	--