



Contract Fax Cover Sheet  
**Tucows Website Builder  
Agreement**

Please use this as your cover page when you fax in your Website Builder Service Agreement.

Before faxing the Agreement to Tucows, please be sure that you have:

Completely reviewed the Agreement, providing all necessary information, namely:

- o Signature Page (page 9)

New Tucows Resellers: To initiate the start-up process, remit your US\$95.00 activation fee (non-refundable) by one of the following methods of payment: (Please note that this is a ONE TIME set-up fee, and is only applicable if you are signing up as a new Tucows Reseller)

- o Credit card (must be accompanied by a signed credit card form which can be found at: <http://resellers.tucows.com/ccpayment.pdf>)
- o Cheque (per s.4.4)
- o Wire transfer (per s.4.4)

\*\*\*New Tucows Resellers: Please fax your credit card form for the activation fee along with the agreement.

**Please provide the information below:**

Company Name: \_\_\_\_\_

Website URL: <http://>\_\_\_\_\_

Tucows Reseller Username: \_\_\_\_\_

If you are a Reseller located in the EU, please provide your VAT Registration Number and the EU country in which you have registered for the VAT.

VAT Registration Number: \_\_\_\_\_

EU Country of VAT Registration: \_\_\_\_\_

Please fax this contract fax cover sheet and **pages 1 and 9** only of the Website Builder Services Agreement to: **416-531-2516**

Thank you,

Tucows Team

**SERVICE PROVIDER AGREEMENT (“AGREEMENT”)  
TO ALLOW FOR THE PROVISION OF  
TUCOWS WEBSITE BUILDER SERVICE**

This Agreement by and between:

**TUCOWS.COM CO.**

**("Tucows")**

**- and -**

**THE RESELLER SIGNING BELOW**

**("Reseller")**

WHEREAS Tucows provides a website builder service to allow end users to build and manage their websites and FTP this information to the Reseller’s servers.

Reseller wishes to provide one or more of the aforementioned services to its end users.

NOW THEREFORE, in consideration of the mutual promises herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged, Tucows and Reseller, intending to be legally bound, hereby agree as follows:

**1. DEFINITIONS**

- (a) "API" means the set of technical specifications making up the application program interface;
- (b) “Agreement” means this document, and all its schedules and other documents incorporated by reference;
- (c) “Brand Management Environment” means the centrally hosted environment that provides the Reseller the ability to set its brand and login on behalf of their customers;
- (d) “Customer” means the end user accessing the Website Builder Engine to create its own web site;
- (e) “Customer Account” means the name which the Customer will use to access the Website Builder Engine;
- (f) “Fee(s)” mean the monies payable for the Service selected by Reseller in accordance with Section 4 herein;
- (g) “Service” means the website builder service described in s.2;
- (h) “Software” means reference client software provided by Tucows to

Reseller;

- (i) “Term” has the meaning outlined in Section 5 of this Agreement;
- (j) “Tucows’ Trademark” means all names, marks, logos, designs, trade dress and other brand designations used by Tucows in connection with its products and services that Reseller has a right to offer pursuant to this Agreement;
- (k) “Website Builder Engine” means the tool which the Customer interacts with in order to create its website;
- (l) “Provisioning Environment” means the Tucows environment which issues Customer Accounts to the Website Builder Engine.

## **2. SERVICES PROVIDED**

- 2.1 Tucows Service is available as the following offering:
  - (a) Centrally hosted Website Builder Engine which will reflect the resellers brand;
  - (b) Centrally hosted Brand Management Interface;
  - (c) Tucows may, without consent, from time to time provide enhancements to the Website Builder Engine and the Brand Management Environment, and API and Software, at no additional charge to Reseller or reduce functionality.
- 2.2 Tucows may provide Reseller the Software, and/or a set of technical specifications making up the API, either of which will enable Reseller to develop its system to facilitate the resale of the Service to its Customers. Subject to the terms of this Agreement, if Tucows provides Reseller with the Software, API, or both, Tucows grants Reseller a non-exclusive, non-transferable worldwide limited license to use the Software and/or API, solely to enable Reseller to offer the Service to Customers. Tucows may from time to time make modifications to the Software and the API licensed hereunder that will enhance functionality or otherwise improve or reduce its functionality. All rights not specifically granted to Reseller are reserved by Tucows, including all intellectual property and moral rights.
- 2.3 Tucows will not give, sell, lease, license or rent lists of Customer Accounts to any third party (unless required by law), to allow such third party to directly market other services or products to Customers, without Reseller consent, not to be unreasonably withheld or delayed.

## **3. RESELLER OBLIGATIONS**

- 3.1 Reseller shall be responsible for providing customer service, billing, technical support and customer interface to accept orders from Customers. As part of its registration of all Customers during the Term, Reseller shall submit all data elements as specified in the interface to the Service using the appropriate Tucows protocols.
- 3.2 Reseller shall comply with, and ensure that its Customers comply with, all

generally applicable policies of Tucows that may be established from time to time to assure sound, safe and legal operation regarding the use of the Service. Without limitation, Reseller agrees, and shall ensure that each and every Customer agrees, not to: (i) interfere with or disrupt the Service on any networks connected to the Service; (ii) take any action that imposes an unreasonable or disproportionately large load on Tucows' infrastructure providing the Service; (iii) modify, decompile, reverse engineer, disassemble or reproduce any of Tucows' licensed or owned software, systems, applications or components used in providing the Service; (iv) display any content that is unlawful or is likely to be the basis of any criminal, civil or regulatory action (including privacy protection actions) in the jurisdiction in which it is posted or intended to be viewed, (v) display any content that Customer does not have a right to make available, or (vi) use deceptive, misleading or unethical practices that are or might be detrimental to Tucows or Customers or the general public.

- 3.3 Reseller acknowledges and agrees that if Tucows, in its discretion, believes Reseller is abusing the Service, or system, not using the system as intended, or abusing the copyright, then Tucows may, in its sole discretion, disable Reseller's ability to sell the Service.
- 3.4 The Reseller is extended a limited license to link to the Website Builder Engine. The Reseller cannot use it other than for the purposes outlined in 2.2, and agrees not to reverse engineer it to create Reseller's own similar service.
- 3.5 Reseller acknowledges and agrees that if requested by Tucows, each Customer upon initiating or renewing access to the Website Building Engine, must agree to be bound by the terms and conditions of an end user license agreement or subscription agreement or acknowledgment of Customer's responsibility, no less protective of Tucows than the form Tucows shall post on its website from time to time at <https://rrc.tucows.com/contracts>.
- 3.6 Reseller acknowledges that Tucows may supply any or all of the Software, API, or Services on its own behalf, or as a sublicensor or reseller on behalf of a third party supplier, and may substitute such third party suppliers without notice. Reseller acknowledges termination by Tucows of the Services or any component thereof, may result in a termination under 5.1, but shall not constitute a breach under 5.2.
- 3.7 Reseller will have the right to advertise, promote and distribute the Tucows Service under the Tucows Trademarks (as defined below). Tucows hereby grants Reseller a license to use the Tucows Trademarks solely in connection with its advertising, promotion and distribution of the Tucows Service which it is entitled to offer under this Agreement.
- 3.8 In performing its obligations hereunder, Reseller may refer to the Tucows Service it is entitled to offer, (and associated Tucows products and services or features), by the associated Tucows Trademarks, provided that such reference is not misleading and complies with any guidelines issued by Tucows from time to time. Except as set forth in this Section 3.6,

Reseller is granted no right, title or license to, or interest in, any Tucows Trademarks. Reseller acknowledges and agrees that any use of the Tucows Trademarks by Reseller will enure to the sole benefit of Tucows. If Reseller acquires any rights in any Tucows Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to Tucows, assign such rights to Tucows along with all associated goodwill.

#### 4. FEES

4.1 A) Reseller shall pay to Tucows those amounts set forth on Schedule A. Tucows shall provide Reseller a monthly statement based on the number of units sold and amounts paid, and any other information pertinent to the calculation, summarizing the amounts owing with respect to same and to be prepaid for the following month.

B) Reseller acknowledges that: additional packages may be added, then existing packages may be removed, and the functionality of particular packages may be increased or decreased, with or without a change in pricing (but price changes shall not be retroactive).

4.2 If there are insufficient funds in Reseller's account at the time of withdrawal, Tucows will decline the order. If during the monthly withdrawal of fees, there is insufficient funds, Tucows will endeavor to send a daily request for payment to the Reseller's billing contact for a five (5) day period. If Reseller has not replenished its account to allow for the outstanding payment within said period, Tucows may suspend the Customers' Service (preventing them from publishing any changes to their websites). If Reseller's account balance is fully depleted at any time, Reseller shall not be permitted to purchase Service until Reseller's account balance has the necessary funds available.

4.3 Reseller bears all risk and responsibility associated with billings to and collections from Customers, and bad debt.

4.4 Payment may be submitted by Reseller in the following manners:

(a) Via wire transfer to:

Beneficiary Bank: [HSBC Bank Canada](#),  
[70 York Street](#)  
[Toronto](#)  
SWIFT: [HKBCCATT](#)  
Beneficiary Name: [Tucows.com Co.](#)  
Beneficiary A/C No: [002-348624-070](#)

Reseller agrees to pay all wire transfer charges.

(b) Via cheque made payable to Tucows.com Co. and delivered to it:

c/o Tucows Inc.  
96 Mowat Avenue  
Toronto, Ontario M6K 3M1

## CANADA

- (c) Via credit card by submitting a signed copy of the form made available for such purpose on Tucows website (<http://resellers.tucows.com/ccpayment.pdf>).

4.5 Tucows reserves the right to change the fees and the process for handling insufficient funds upon notice to Reseller.

## 5. TERM OF AGREEMENT

5.1 This Agreement shall commence on the Effective Date and continue until the earlier of the following: (i) termination by either party upon thirty (30) days written notice, (ii) s.5.2 termination for cause; or (iii) Tucows' election to terminate its Service offering, or any component thereof, in which case Tucows shall endeavour to provide Reseller with reasonable notice of same and use commercially reasonable efforts to service all existing Customers for a commercially reasonable transition period, but shall in no event be obliged beyond the Customer's unexpired term for which Tucows has been paid.

5.2 If a) either Party materially breaches any term of this Agreement, and such breach is not cured within thirty (30) calendar days after written notice thereof is given by the other Party, or b) Reseller has not replenished its account to Tucows' satisfaction, by the end of any calendar month in which Service was suspended, in whole or part, pursuant to s.4.2; then the non-breaching Party may, but is not obliged to: A) terminate this Agreement as of the date specified in such notice of termination; B) cancel some or all of Customers' Customer Accounts. Nothing in this s.5.2 limits the non-breaching party's recourse to these remedies.

5.3 In addition to the foregoing termination rights, if Tucows, in its reasonable discretion, determines that Reseller has breached any provision of this Agreement, is in violation of any Service policy or regulation as amended from time to time, has failed to provide adequate support to Customers, or is engaging in conduct that breaches or may put Tucows in breach of any law or regulation, Tucows may suspend Reseller's or Customers' access to the Service, pending the cure of such breach or violation, or change of such conduct, to the Tucows' satisfaction acting reasonably.

5.4 Upon termination, Reseller's access to the Service shall cease and Reseller shall not be able to renew or create any new Customer accounts. Reseller acknowledges Tucows shall be entitled to directly communicate with Customers to minimize disruption in service, including transition to an alternate Reseller.

## 6. SUPPORT SERVICES

6.1 Tucows shall provide Reseller support using, at its option, any or all of telephone, website or email. Reseller shall bear sole responsibility for

providing support to Customers with respect to the Service.

## **7. MAINTENANCE AND SUSPENSION OF SERVICES**

7.1 Reseller shall employ all necessary employees, contractors, or agents with sufficient technical training and experience to respond to and fix all technical problems concerning the use of the Service, the Software, and the API in conjunction with Reseller's systems. Tucows may from time to time perform maintenance on or otherwise suspend and temporarily shut down the Website Builder Engine and Provisioning Environment. Tucows will make commercially reasonable efforts to minimize any disruption of the Service.

## **8. SECURITY**

8.1 Although information transmitted to Tucows is stored in operating environments which Tucows believe are within industry standards for security, Reseller agrees, and shall ensure that its Customers are advised and agree, that: (i) no data transmission over the Internet can be guaranteed 100% secure; (ii) Tucows is not responsible for any interception or interruption of any communications through the Internet; Reseller and its Customers are responsible for maintaining the security of their respective access codes.

## **9. THIRD PARTY INFORMATION**

9.1 Independent third parties may supply some or all software and information used in one or more components of the Service. While Tucows makes every effort to ensure the accuracy of all software and information, Tucows makes no warranty as to the accuracy of any such software or information.

## **10. REPRESENTATIONS AND WARRANTIES**

10.1 Reseller acknowledges and agrees that Tucows does not warrant, represent or guarantee that the Software, API, or Service will meet the requirements of Reseller or its Customers. The Software, API, and Service are provided "as is" without any warranty, representation or guarantee of any kind. Reseller acknowledges that Reseller, and not Tucows, bears the entire responsibility for hosting of the websites.

WITH REGARD TO THE SOFTWARE, API, AND SERVICE, AND SUPPORT THEREFORE, AND RIGHT TO PROVIDE SAME, TUCOWS (AND EACH OF ITS SUPPLIERS): A) EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, TITLE, NON-INFRINGEMENT, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS; b) DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY OF THE SOFTWARE, API, OR SERVICE WILL MEET THE RESELLER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE, API, OR SERVICE, WILL BE

UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE, API, OR SERVICE WILL BE CORRECTED; AND C) NEITHER WARRANTS NOR MAKES ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE SOFTWARE, API, OR SERVICE, OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE. SHOULD ANY OR ALL OF THE SOFTWARE, API, OR SERVICE, PROVE DEFECTIVE IN WHOLE OR PART, THE RESELLER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

TUCOWS AND ITS SUPPLIERS, SHALL NOT BE LIABLE FOR ANY MISREPRESENTATION, BREACH OF ANY IMPLIED OR EXPRESS WARRANTY OR CONDITION, OR BREACH OF ANY OTHER TERM (INCLUDING A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), OR BE OTHERWISE LIABLE IN CONTRACT, TORT, OR OTHERWISE FOR: (A) INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES; (B) LOSS OF REVENUE; (C) LOSS OF PROFITS; (D) LOSS OF BUSINESS OR GOODWILL; (E) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, SOFTWARE OR HARDWARE; (F) LOST EMAIL OR DATA OR (G) PUNITIVE DAMAGES; EVEN IF TUCOWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE SOLE REMEDY BELOW FAILS OF ITS ESSENTIAL PURPOSE.

RESELLER'S SOLE REMEDY IN THE CASE OF ANY LOSS OR DAMAGE RESULTING FROM ANY MISREPRESENTATION, BREACH OF CONTRACT, NEGLIGENCE, ERROR OR DEFECT IN THE PRODUCTS OR SERVICES PROVIDED BY TUCOWS HEREUNDER SHALL BE TERMINATION OF THIS AGREEMENT, AND THE RETURN OF ANY UNUSED DEPOSIT.

## **11. INDEMNITY**

11.1 Reseller, at its own expense, will indemnify, defend and hold harmless Tucows and its employees, directors, officers, representatives, agents, affiliates and third party beneficiaries (including Tucows' suppliers), against any claim, suit, action, or other proceeding brought against Tucows based on or arising from any claim or alleged claim (i) relating to any product or service of Reseller, including, but not limited to, Reseller's advertising, systems and other processes, fees charged, billing practices and customer service; or (ii) relating to any agreement with any Customer of Reseller. Reseller will not enter into any settlement or compromise of any such indemnifiable claim without Tucows' prior written consent, which consent shall not be unreasonably withheld. Reseller will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Tucows in connection with or arising from any such indemnifiable claim, suit, action or proceeding. If Tucows is threatened with suit by a third party, it may seek written reiteration of Reseller's indemnification obligations; any failure by Reseller to provide said written assurance may result in suspension or termination of its account.

**12. MISCELLANEOUS**

- 12.1 This Agreement shall be governed and construed in accordance with the laws of Ontario and Canada, excepting its choice of law provisions, and the venue shall be Toronto.
- 12.2 The following sections survive termination of this Agreement: 8, 9, 10, 11 and 12.
- 12.3 Additional standard terms relating to this Agreement appear at <https://rrc.tucows.com/contracts> and, as amended from time to time, are incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the later date set forth below.

**Tucows.com Co.**

**Reseller:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Please print)

Name: \_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule A**  
**Service Fee Schedule**

The following Fees shall be charged to Reseller:

All fees in US Dollars

		Initial Fee	Monthly Fee	Export Fee*
1.	Business Card	\$0.25	\$0.25	\$15.00
2.	Starter Website	\$0.50	\$0.50	\$17.00
3.	Personal Website	\$1.00	\$1.00	\$20.00
4.	Small Business Website	\$1.50	\$1.50	\$20.00
5.	Ecommerce Website	\$2.50	\$2.50	\$35.00

At the time each Customer account is initiated, Reseller shall pay to Tucows the initial Fee set forth above. Reseller shall then be charged the monthly Fee set forth above for each month that said Customer continues to use the Service. In the event that the Customer elects to cease use of the service, the export Fee set forth above will be charged to Reseller.

Reseller shall pay a prorated Fee for the balance of the month in which the Customer commences use of the Service. At the beginning of each month, Tucows will advise Reseller of the amount to be prepaid based on the number of Customers, and the specific packages those Customers have chosen. During each month, any changes to packages resulting in changed pricing, or attrition of Customers, shall result in a readjustment of the price to be prepaid by Reseller in the following month.

Reseller acknowledges that: additional packages may be added and/or removed, and the functionality of particular packages may be increased or decreased, with or without a change in pricing (but price changes shall not be retroactive).

In each case the functionality shall be as generally described by the then current version, from time to time, of the specifications set out at [rrc.tucows.com](http://rrc.tucows.com).

\*\*\* Customers may access the Service under either a protected website source code (pursuant to which Customers will not have access to HTML for their website unless they export), or under an open website source code model (pursuant to which Customers will have access to HTML code for their website). The Export Fee only applies if a Customer is using the protected website source code model.