

Part B - Reseller Terms

1. About this Part

This Part B applies if your Order Form states that you are a Reseller.

2. Reseller Rights

We grant you the non-exclusive right to market and resell the Services to your customers.

3. Reseller Independence

Your business is an independent business. Accordingly:

- (a) you are not, and must not (in any circumstances) hold yourself out as our agent, associate or affiliate;
- (b) you must not represent that we are in any way the owner or operator of the business;
- (c) your acts or omissions do not bind us;
- (d) this Customer Contract does not constitute either you or us as a joint venturer, partner, agent, employee or fiduciary of the other.

4. Provision of Services to Others

You:

- (a) will enter in to separate legal agreements with your customers to whom you resell the Services which contain terms and conditions substantially similar to these Customer Terms (but you must not appoint any sub-seller or partner);
- (b) expressly acknowledge that we will not, at any time, be responsible for or liable for the Content or the destination of any Content conveyed by or to you;
- (c) agree that, if you become aware that any End User does not wish to continue to receive Messages, you will take all necessary steps, including notifying us, to ensure that the End User does not continue to receive Messages;
- (d) must ensure that your customers do not do anything that, if done by you, would breach your Customer Contract;
- (e) must comply with any applicable developer terms, including security terms, in relation to your use of developer APIs;
- (f) will ensure that your customers have a valid use case for any Alpha-tags and Sender IDs that they use (in accordance with applicable Law) and you indemnify us against any Claim cost, loss or liability which may arise in connection with your failure to do so; and
- (g) indemnify us against any claim against us by your customer or a Regulator arising out of or in connection with your business or the Services you resell.

5. 90 Day Notice of Termination

If you are a Reseller, then the reference to “30 days” in clause 40.1(a) is deleted and replaced with “90 days”. For the avoidance of doubt this means that you may terminate your Customer Contract at any time (except during the period of the Minimum Term) on 90 days’ written notice to us.