

# LEGAL AGREEMENTS :: INDIVIDUAL SECTORS

[Reseller Master Agreement](#) [This is the main Master agreement that a Reseller signing up under you must agree to. Apart from this Master Agreement, he must also separately agree to terms and conditions for each Product he wishes to resell.]

## **Agreement:**

### RESELLER MASTER AGREEMENT

This Reseller Master Agreement (hereinafter referred to as the "Agreement") is made, entered into and executed on December 30, 2005 (hereinafter referred to as the "Effective Date")

### BETWEEN: -

Techno Developers' Group (hereinafter referred to as "Parent") and you (hereinafter referred to as "Reseller"). If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the term "Reseller" shall refer to such entity. (The Parent and the Reseller may be referred to individually as a "Party" and collectively as the "Parties").

WHEREAS the Parent provides various Products and Services;

AND WHEREAS the Reseller wishes to purchase and resell Parent's Products and Services

NOW, THEREFORE, for and in consideration of the mutual promises, benefits and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parent and the Reseller, intending to be legally bound, hereby agree as follows:

## **1. DEFINITIONS**

1. "Accounting Currency" refers to the Accounting Currency of the Parent within the OrderBox Database.
2. "Advance Account" refers to the credit balance maintained by the Reseller with the Parent.
3. "Business Day" refers to a working day between Mondays to Friday excluding all Public Holidays.
4. "Clear Balance" refers to credit in the Advance Account after deducting any accrued liabilities, Locked Funds and debited amounts.
5. "Confidential Information", as used in this Agreement shall mean all data, information and materials including, without limitation, computer software, data, information, databases, protocols, reference implementation, documentation, functional and interface specifications, provided by Parent to the Reseller under this Agreement, whether written, transmitted, oral, through the Parent Website or otherwise, that is marked as Confidential.
6. "Customer" refers to the customer of the Order as recorded in the OrderBox Database
7. "Parent Products" refer to all Products and Services of Parent which it has provided/rendered/sold, or is providing/rendering/selling through this Reseller Program.
8. "Parent Servers" refer to web servers, Mailing List Servers, Database Servers, OrderBox Servers and any other Machines / Servers that Parent or its Service Providers Operate, for the OrderBox, the Parent Website, the Parent Mailing Lists, Parent Products and any other operations required to fulfill services and operations of Parent.
9. "Parent Website" refers to domains.ignitecreation.com

10. "OrderBox" refers to the set of Servers, Software, Interfaces, Parent Products and API that is provided for use directly or indirectly under this Agreement by the Parent and/or its Service Providers
  11. "OrderBox Database" is the collection of data elements stored on the OrderBox Servers.
  12. "OrderBox Servers" refer to Machines / Servers that Parent or its Service Providers maintain to fulfill services and operations of the OrderBox
  13. "OrderBox User" refers to the Reseller and any Customer, Sub-Reseller, Agent, Employee, Contractee of the Reseller or any other Legal Entity, that has been provided access to the "OrderBox" by the Reseller or through the Reseller's website, directly or indirectly.
  14. "Locked Funds" refers to the amount of funds temporarily debited to the Resellers Advance Account while an Order is being Modified, Deleted, Extended, Cancelled or Processed. "Confirming Locked Funds" refers to the act of permanently debiting this amount to the Reseller's Advance Account. "Canceling Locked Funds" refers to the act of recrediting the amount back to the Reseller's Advance Account.
  15. "Lower Tier Sub-Resellers" - The Reseller may make Parent Products under this agreement available to Sub-Resellers. Further the Reseller agrees that such Sub-Resellers may make Parent Products available to their affiliates, partners, or resellers who may make Parent Products available to their affiliates, partners or resellers and so on (collectively known as "Lower Tier Sub-Resellers").
  16. "Order" refers to a Parent Product purchased directly or indirectly by a Reseller, having a unique Order ID in the OrderBox Database.
  17. "Reseller Contact Details" refers to the Contact Details of the Reseller as listed in the OrderBox Database
  18. "Reseller Control Panel" refers to the set of Web-based interfaces provided by the Parent and its Service Providers to the Reseller which allows him to Manage Orders, Customers, Lower Tier Resellers
  19. "Reseller Master Agreement" refers to this Agreement.
  20. "Reseller Product Agreement Extension" refers to the latest version of a Specific Reseller Product Agreement Extension as posted in the Reseller Control Panel or on the Parent Website.
  21. "Reseller Transactions" refers singly and cumulatively to credits/debits applied to the Resellers Advance Account.
  22. "Selling Currency" refers to the Selling Currency of the Parent within the OrderBox Database
  23. "Service Providers" refers individually and collectively to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that Parent or its Service Providers (recursively) may, directly or indirectly, Engage / Employ / Outsource / Contract for the fulfillment / provision / purchase of Parent Products, OrderBox, and any other services and operations of Parent.
  24. "Sub-Reseller" refers to any Artificial Juridical Persons, Company, Concern, Corporation, Enterprise, Firm, Individual, Institute, Institution, Organization, Person, Society, Trust or any other Legal Entity that is registered as a Sub-Reseller under the Reseller as per the data in the OrderBox Database, or who resells Parent Products through the Reseller
- 2. RESELLER PRODUCT AGREEMENT EXTENSIONS**

1. The Reseller may purchase and resell various Parent Products by executing, in a form and manner prescribed by Parent, one or more Reseller Product Agreement Extensions, which shall then be included as a part of this Agreement.

2. Any conflicting definitions, terms and conditions in a Reseller Product Agreement Extension shall take precedence over the same definition, terms and conditions in this Agreement, and shall be applied only to that Reseller Product Agreement Extension.

### **3. OBLIGATIONS OF THE PARENT**

1. Parent shall make available the latest versions of the Reseller Master Agreement, and the Reseller Product Agreement Extensions in the Reseller Control Panel.
2. Parent will notify the Reseller via email whenever newer versions of any Reseller Master Agreement, or Reseller Product Agreement Extensions are posted in the Reseller Control Panel.