

4.OBLIGATIONS OF THE RESELLER

1. The Reseller shall be responsible for providing customer service, billing support, and technical support to their Sub-Resellers, Lower Tier Sub-Resellers & Customers.
2. The Reseller acknowledges that in the event of any dispute and/or discrepancy concerning any data element of an Order, Sub-Reseller, Lower Tier Sub-Reseller or Customer in the OrderBox Database, the data element in the OrderBox Database records shall prevail.
3. The Reseller acknowledges that all information of the Customer in the OrderBox, including authentication information is accessible to Parent and its Service Providers
4. The Reseller will not make any changes to any information or configuration of an Order without explicit authorization from the customer of that Order
5. The Reseller shall comply with all other terms or conditions established by Parent and/or its Service Providers from time to time
6. Reseller acknowledges that Parent Products maybe obtained through Service Providers, and as such, changes in structure, or contracts may occur, and as a result services may be adversely affected. Reseller acknowledges and agrees that Parent shall not have any liability associated with any such occasion.
7. The Reseller agrees that Parent Products under this agreement may be made available to Customers, Sub-Resellers and Lower Tier Sub-Resellers only after they enter into a legally binding agreement which is no less protective of Parent than this Agreement and which contains the requirements contained herein applicable to the Reseller. The Reseller acknowledges and agrees that the Reseller will be responsible for ensuring Customers', Sub-Resellers' and Lower Tier Sub-Resellers' compliance with such applicable terms and conditions and shall be responsible for any liability resulting from Customers', Sub-Resellers' and Lower Tier Sub-Resellers' noncompliance with such terms and conditions.
8. The Reseller agrees to provide, maintain and update, current, complete and accurate information for all the data elements about the Reseller in the OrderBox Database.
9. During the term of this Agreement and for three years thereafter, Reseller (himself/herself/itself or by its Agent / Authorised Representative) shall maintain the following records relating to its dealings with Parent, Sub-Resellers, Customers, Prospective Customers and/or their Agents or Authorized Representatives: -
 1. In electronic, paper or microfilm form, all written communications with respect to Parent Products.
 2. In electronic form, records of the accounts of all, current / past Orders with the Reseller, including dates and amounts of all payments, discount, credits and refunds.
 3. Reseller shall make these records available for inspection by Parent upon reasonable notice not exceeding 14 days.

5. REPRESENTATIONS AND WARRANTIES

Parent and the Reseller represent and warrant that: -

1. they each have all requisite power and authority to execute, deliver and perform their obligations under this Agreement;
2. This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation, enforceable against the Reseller and Parent in accordance with its terms;

3. The execution, delivery, and performance of this Agreement and the consummation by Parent and the Reseller of the transactions contemplated hereby will not, with or without the giving of notice, the lapse of time, or both, conflict with or violate: -

1. any provision of law, rule, or regulation;
2. any order, judgment, or decree;
3. any provision of corporate by-laws or other documents; or
4. any agreement or other instrument
4. the execution, performance and delivery of this Agreement has been duly authorized by the Reseller and Parent;
5. No consent, approval, or authorization of, or exemption by, or filing with, any governmental authority or any third party is required to be obtained or made in connection with the execution, delivery, and performance of this Agreement or the taking of any other action contemplated hereby;

The Reseller represents and warrants that:

1. the Reseller has read and understood every clause of this Agreement
2. the Reseller has independently evaluated the desirability of the service and is not relying on any representation agreement, guarantee or statement other than as set forth in this agreement; and
3. the Reseller is eligible, to enter into this Contract according to the laws of his country

6. RIGHTS OF PARENT AND SERVICE PROVIDERS

1. Parent and Service Providers may change any information, including Authentication Information of the Reseller in the OrderBox Database upon receiving authorization from the Reseller or any authorised representatives of the Reseller in any form as maybe prescribed by Parent from time to time.
2. Parent and Service Providers may provide/send any information in the OrderBox Database, about the Reseller, including Authentication information
 1. to the Reseller Contact Details
 2. to any authorised representative, agent, contractee, employee of the Reseller upon receiving authorization in any form as maybe prescribed by Parent from time to time
 3. to the Service Providers
3. Parent and Service Providers in its own discretion can at any point of time temporarily or permanently cease to sell a Parent Product
4. Parent may provide/send any information in the OrderBox Database, about the OrderBox Users, Customers, Sub-Resellers and Lower Tier Sub-Resellers including Authentication Information, to the contact details of the OrderBox Users, Customers, Sub-Resellers and Lower Tier Sub-Resellers in the OrderBox Database, or to the authorised representative, agent, contractee, employee of the corresponding OrderBox Users, Customers, Sub-Resellers and Lower Tier Sub-Resellers upon receiving authorization in any form as maybe prescribed by Parent from time to time
5. Parent reserves the right to change pricing, minimum order levels, and discounts, of any Parent Product , at any time.
6. Parent and Service Providers, in their sole discretion, expressly reserve the right to deny any Order or cancel an Order within 30 days of processing the same. In such case Parent may refund the fees charged for the Order, after deducting any processing charges for the same.

7. LogicBoxes and Service Providers, in their sole discretion, without notice, expressly reserve the right to modify, upgrade, freeze the OrderBox, and its associated Services.
8. Parent and Service Providers, in their sole discretion, expressly reserve the right to, without notice or refund, freeze, delete, suspend, deny, cancel, modify, take ownership of or transfer any Order, or to delete, Suspend, freeze, modify OrderBox Users' access to OrderBox, or to modify, upgrade, suspend, freeze OrderBox, in order to recover any Payment from the Reseller for any service rendered by the Parent including services rendered outside the scope of this agreement, or to correct mistakes made by Parent or its Service Providers in processing or executing an Order, or incase of any breach of this agreement, or incase of violation of any Terms listed in all the Appendices, or incase Parent learns of a possibility of breach or violation of this agreement or its appendices which Parent in its sole discretion determines to be appropriate, or incase of Termination of this agreement, or if Parent learns of any such event which Parent reasonably determines would lead to Termination of this Agreement or would constitute as Breach thereof, or to protect the integrity and stability of the Parent Products and the OrderBox, or to comply with any applicable laws, government rules or requirements, requests of law enforcement, or in compliance with any dispute resolution process, or in compliance with any agreements executed by Parent, or to avoid any liability, civil or criminal, on the part of Parent and/or Service Providers, as well as their affiliates, subsidiaries, officers, directors and employees, or if the Reseller and/or its Customers, Sub-Resellers, Lower Tier Sub-Resellers or any other authorised representatives of the Reseller violate any applicable laws/government rules/usage policies, including but not limited to, intellectual property, copyright, patent, anti-spam, or Parent learns of the possibility of any such violation, or upon authorisation from the Reseller in any manner that Parent deems satisfactory, or for any other appropriate reason. The Reseller agrees that Parent and Service Providers, and the contractors, employees, directors, officers, representatives, agents and affiliates, of Parent and Service Providers, are not liable for loss or damages that may result from any of the above.
9. Incase of Orders involving web services, Parent and Service Providers can choose to redirect any Order to any IP Address including, without limitation, to an IP address which hosts a parking page or a commercial search engine, if an Order has expired, or is suspended, or does not contain valid information to direct it to any destination.
10. Parent has the right to rectify any mistakes in the data in the OrderBox Database with retrospective effect.