Hatch Technologies Reseller Program

Please complete the following form and fax it back to 00971 6 5220625

APPLICATION FORM

Contact Name:

Business Name:

Address:

City:

Country:

Telephone (with area code):

Fax (with area code):

Mobile:

Email:

Website:

Type of Business:

Number of Employees:

Authorized Signature:

Company Stamp:

Date:

Hatch Technologies (a Bchem International Group Company) P.O.Box , Dubai, United Arab Emirates Tel: + 971 4 3116734 Fax: + 971 4 3311765 sales@hatchhosting.com www.hatchhosting.com

Hatch Technologies Reseller Program

TERMS & CONDITIONS

Reseller agrees to abide to the following terms and conditions of Hatch Technologies :

1. Reseller purchases discounted hosting plan from us.

- 2. Reseller resells the plan to the end user at a price determined solely by the Reseller.
- 3. Reseller is responsible for billing the end user and providing support.

4. Reseller can obtain technical support directly from us.

5. We host all domains with anonymous nameservers not linked to our company name, so the end user will not know that we are providing the hosting service.

6. We will contact the Reseller one month before the hosting plan expires so that you can confirm if you end user wishes to renew for an additional year.

7. All payments for any purchases must be made in advance for a year.

8. Any purchases cancelled within the first 30 days will be fully refunded to the Reseller. If the Reseller decides to cancel anytime after the first month, a partial refund will be given based on the number of months used. One month's notice is required.

9. We will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or our Reseller Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and our Affiliate Program will not exceed the total referral fees paid or payable to you under this Agreement.

10. Reseller and Hatch Technologies are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or otherwise, that reasonably would contradict anything in this Section.

11. We make no express or implied warranties or representations with respect to our Reseller Program or any products sold through our Reseller Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

12. You hereby agree to indemnify, defend and hold harmless Hatch Technologies, its members, managers, shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by us (collectively the "Losses"), in so far as such Losses (or actions in respect thereof) arise out of, are related to, or are based on (i) any claim or threatened claim that our use of the Reseller Program Trademarks infringes on the rights of any third party; (ii) the breach of any representation or warranty made by you herein; or (iii) or any claim related to your site.

13. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. We reserve the right to alter pricing and terms.

The reseller discounted pricing is 15% of advertised price on our website.

Last Revised 01/01/05

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