

Resellers Agreement

By purchasing this product for resale purposes, you are agreeing to abide by all of the selling terms and conditions set within this document.

If any other products accompany this product, they should have their own licensing requirements; therefore this agreement does not apply to any other product except the one below.



Distribution Rights

- YES May be given away "Giveaway Rights"
- YES May sell this product (retail only)
- YES May sell Resale Rights selling rights to your customers)
- YES May sell Master Resale Rights (master reselling rights passed to customers)
- YES May sell Private Label Rights (non-transferrable)
- NO May claim complete product copyrights (does not include graphics)
- YES Product may be edited or modified from its original state.
- YES Product may be broken down into separate smaller products
- YES May add your name to salespage
- NO May claim full copyrights to graphics as is (including cover, salespage, and banner ads) "unless changed"
- NO May be offered through online auction sites (i.e.; eBay)
- YES May be published offline (such as hard copy paper format)
- YES May be bundled with other products and sold as one package (5 max)
- YES May be offered as a bonus (Including email subscriber opt-ins, and website incentives)
- YES May be added to paid membership websites offering digital products
- NO may be added to free membership websites offering digital products (or free membership site areas)

Requested (and Suggested) Retail and Resale Minimum Pricing Structure

Retail Price Minimum	None Set
Resale Price Minimum	None Set
Master Resale Price Minimum	None Set
Private Label Rights Minimum	None Set

Author / Publisher reserve the right to revoke any product license holders distribution rights if the above requirements are not met.

No Liability

No formal product support is provided. In no event will the author of this product, or any distributors, be liable to any party for any direct, indirect, punitive, special, incidental, or other consequential damages arising directly or indirectly from the use of this product. This product is provided "as is" and without warranties. Use of this product constitutes acceptance of the "No Liability" policy. If you do not agree with this policy, you are not permitted to use or distribute this product with master resale rights.

Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. The liability for damages, regardless of the form of the action, shall not exceed the fee paid for the product.

WARRANTIES: There are NO WARRANTIES express or implied and specifically no warranties regarding FITNESS FOR SPECIFIC PURPOSE or WARRANTY OF MERCHANT ABILITY of this product.

Earnings Disclaimer

The Seller of this product makes no suggestions, implications, warranties, or guarantees that by purchase resale rights products from this website, or that by following or adhering to any program or information featured anywhere inside this web site or elsewhere, that users will make money. Seller is not responsible for any losses or damages resulting from the use of any product, link, information, or opportunity contained within this web site. Users realize any business has potential risk for loss of capital.

Furthermore, any earnings or income statements used within the Sellers website are only examples or estimates of what you could earn. There are absolutely no guarantees that you'll do as well and you must be prepared to accept the risk of doing not as well. In the event that there are any specific income or earnings figures that have been reported within the Seller website, this must not be considered as average earnings. You must be prepared to accept the risk of doing not as well.

Earnings and income results are based on multiple factors. Every individual is different and will achieve different results. We do not know your education, experience; motivation, work ethic, as well as many other factors that may determine or affect the results of how well you may or may not do. There are absolutely no guarantees that past successes or prior results are any indication of future successes or results. The internet is a rapidly changing environment. What has worked in the past will not necessarily work in the future. Always do your own due diligence before entering into any business or making business decisions.

Reseller's Obligations: The Reseller shall use best endeavors to promote and market this product (at its own cost), seek orders for the products using all due care and diligence and shall cultivate and maintain good relations with the reseller's clients and potential clients in accordance with sound commercial principles.

The Reseller shall conduct (at its own cost) the promotion and marketing of this product along with the provision of support services with all due care and diligence.

The Reseller shall provide first level support and maintenance services to the reseller's clients.

The Reseller shall not: Describe itself as agent or representative of Resale Enterprises except as expressly authorized by this Agreement;

Hold itself out, or permit any person to hold it out, as being authorized to bind Resale Enterprises in any way nor do any act which might reasonably create the impression that it is so authorized;

Pledge the credit of Resale Enterprises in any way;

Use any advertising, promotional or selling materials in relation to the Marks, except those supplied or approved by Resale Enterprises.

The Reseller shall indemnify and keep indemnified Resale Enterprises from and against any and all loss fees and costs incurred by Resale Enterprises resulting from breach of this Agreement by the Reseller including:

Any act or neglect or default of the Reseller's agent's employees' licensees or Clients;

breaches resulting in any successful claim by any third party alleging libel or slander in respect of any claim in any documentation or any other matters arising from the resale of this product PROVIDED THAT such liability has not been incurred by Resale Enterprises through any default on its part in carrying out the terms of this Agreement.

The Reseller shall pay all expenses of and incidental to performing its obligations under this Agreement.

Warranty: Resale Enterprises and its licensed agent does not warrant that the functions of the product will meet any particular requirements or that their operation will be entirely error-free or that all program defects are capable of correction or improvement. All other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded. In the absence of fraud, no oral or written information or advice given by Resale Enterprises or its agents or licensees shall create a warranty or give rise to any other liability other than is given in this Agreement.

Limitation of Liability: Save in respect of claims for death or personal injury arising from Resale Enterprises negligence, in no event will Resale Enterprises be liable for any damages resulting from loss of data or use, lost profits, loss of anticipated savings, nor for any damages that are an indirect or secondary consequence of any act or omission of Resale Enterprises whether such damages were reasonably foreseeable or actually foreseen.

Except as provided above in the case of personal injury, death, and damage to tangible property, Resale Enterprises maximum liability to the Reseller for any cause whatsoever (whether in the form of a refund, the additional cost of remedial services or otherwise) will be for direct costs and damages only, and will be limited to, where the event is covered by Resale Enterprises insurance policies, the amount which Resale Enterprises actually recovers from its insurers under those policies, to a sum equivalent to the price paid to Resale Enterprises under this Agreement for the Product

In no event shall Resale Enterprises be liable to the Reseller for any losses whatsoever (whether lost future revenues, lost future profits, expenditure incurred to no benefit, or otherwise) suffered or incurred by the Reseller solely or substantially because this Agreement has been terminated.

All liability that is not expressly assumed in this Agreement is hereby excluded. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this clause Resale Enterprises includes its employees, sub-contractors and suppliers. The Reseller acknowledges that Resale Enterprises employees, sub-contractors and suppliers shall have the benefit of the limits and exclusions of liability set out in this clause in terms of the Contracts (Rights of Third Parties) Act 1999. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

Both parties acknowledge and agree that the limitations and exclusions of liability set out in this clause are reasonable and have been agreed taking into account the commercial value of this Agreement to each party and the commercial standing of each party.

Interpretation: In this Agreement unless the context otherwise requires: Words importing

any gender include every gender;

Words importing the singular number include the plural number and vice versa;

Words importing persons include firms, companies and corporations and vice versa;

References to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

Reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

The headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;

Any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

Any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

Any party who agrees to do something will be deemed to fulfill that obligation if that party procures that it is done.

In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the body of this Agreement shall take precedence.

Agency, Partnership: This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.

Amendments: This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties.

Announcements: No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

Severance: If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

Language: This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

Reservation of Rights: All rights not specifically and expressly granted to the Reseller by this Agreement are reserved to Resale Enterprises Proper Law and Jurisdiction: In cases of dispute legal resolution shall be determined by Court of TX, USA and both parties submit to the exclusive jurisdiction of that Court for such purposes.

These Terms Will Be Enforced To Protect All License Holders - Break Them And Your License Will Be Terminated Without Refund And Your License Revoked Immediately - Legal Action And Costs May Be Sought From Anyone Breaking Terms And Offering 'Against' License.

Editing this Document

By editing this PDF document in any manner without express written permission from Resale Enterprises you will invalidate this agreement entirely and may be considered a violation of terms.

Support: <http://www.resalesupport.com>

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www.resaleenterprises.com