MailEnable Reseller Policy

Qualifying as a MailEnable Reseller

In order to qualify as an authorized MailEnable Reseller, the prospective candidate must fill out the online MailEnable Reseller Application Form (http://www.mailenable.com/reseller) and agree to the terms and conditions as stated herein. MailEnable reserves the right to reject any application and acceptance is solely at MailEnable's discretion.

Reseller Requirements

You will need to have purchased a minimum of one (1) full priced copy of MailEnable (Professional or Enterprise) before you can apply to become a reseller.

Pricing and Discounts

List prices for MailEnable's products are advertised on the website at http://www.mailenable.com/pricing.asp.

MailEnable reserves the right to change the list prices at any time with prior notice to Reseller and alter the reseller discount structure at any time.

Reseller Discounts

The reseller discount schedule is as follows:

Product	Pricing (USD)	Status	Comitted Volume	Discount %	Entry Fee (USD)
MailEnable - Standard	$ -	Blue	2	10%	$ -
	$ -	Bronze	11	15%	$ -
	$ -	Silver	21	20%	$ -
	$ -	Gold	51	25%	$ -
	$ -	Platinum	100	30%	$ -
MailEnable - Professional	$ 220.00	Blue	2	10%	$ -
	$ 220.00	Bronze	11	15%	$ -
	$ 220.00	Silver	21	20%	$ -
	$ 220.00	Gold	51	25%	$ -
	$ 220.00	Platinum	100	30%	$ -
MailEnable - Enterprise	$ 560.00	Blue	2	10%	$ -
	$ 560.00	Bronze	11	15%	$ -
	$ 560.00	Silver	21	20%	$ -
	$ 560.00	Gold	51	25%	$ -
	$ 560.00	Platinum	100	30%	$ -

Discounts are separately applied for Professional and Enterprise. That is, sales of Professional do not equate to a discount on Enterprise and vice versa.

Discounts are based on cumulative volume. Hence, the first order attracts a discount of 0%, the second order attracts a discount of 10%, the third order attracts a discount of 10%; the eleventh order attracts a discount of 15% and so on.

PLEASE NOTE: Discounts apply only after the first full priced purchase. All prices are quoted in US dollars.

Updates and Upgrades

MailEnable reserves the right to distinguish between a minor update and a major upgrade, however,

A *minor update* includes fixes or patches and possibly enhancements or small additional features to the product. Minor updates will have version number changes. Eg: V 1.0 to V 1.1

A *major upgrade* will include major enhancements and new features added to the product. Major upgrades will have a major version number change. Eg: V 1.0 to V 2.0

If you have purchased a license for any version of MailEnable, you can upgrade to the latest release for a nominal upgrade fee. Upgrade fees will be set at time of release. Minor updates are free if you have already purchased a software license. Upgrades will not be able to be resold.

Upgrade Protection

Purchases made less than 6 months prior to the release of a major version upgrade will receive the major version upgrade free.

Release cycle

The timeframe for major upgrades is a minimum of 12 months to a maximum of 24 months. Average timeframe for upgrades is 18 months.

Content Rights

As a reseller you will be permitted to use the contents of the MailEnable website for reference, however, your website must not appear in the same design or site content as the MailEnable website.

Branding

MailEnable hereby agrees that Reseller may use the phrase "an authorized MailEnable reseller" in connection with reselling the product.

"The Reseller" shall be entitled to display the MailEnable logo and link on its web site as a preferred mail system provider.

MailEnable shall be entitled to display the "The Reseller" logo and link on its web site as a preferred hosting solution provider.

Neither parties use of any logo or trademark shall affect the ownership rights thereof and the right to display and link shall cease on termination of this agreement. Each party shall obtain the consent of the other in respect to the wording of any advertising or promotional material that identifies the other party

MailEnable accepts no liability in respect to "The Reseller" customer's use of the MailEnable product other than that detailed in the MailEnable Software License Agreement accepted by the end user when activating the MailEnable product.

Payment/Terms

Our Resellers are responsible for collecting payments from their own customers. Resellers are responsible for payment directly to MailEnable.

License fees are due to be paid by the Reseller within 30 days of the submission of MailEnable's invoice.

If any sum payable is not paid when due then that sum will bear interest from the due date until the date when payment is received by MailEnable, both before and after any judgement at the rate of 1.5% per calendar month.

Credit Terms

Credit Terms are only available to high volume resellers (Gold & Platinum). You will be required to complete a credit application form and provide credit references to open a credit account, giving terms of 30 days net.

Product refunds

Circumstances where MailEnable will Honour Refund Requests

MailEnable will honour any reasonable purchase refund requests, but does require that the reasons are clearly nominated.

Specifically, MailEnable will honour refund requests where:

- the purchase transactions is fraudulent
- the software is unreasonably able to perform the functions as outlined on the MailEnable web site

Circumstances MailEnable will not Honor Refund Requests

MailEnable will not honour product refund requests where:

- more than 30 days have elapsed since the date of payment
- no valid reason for the refund has been supplied

Note: Criteria for not honouring refunds takes precedence over the criteria for honouring refunds

If a reseller sells a copy of MailEnable to an end user, and the reseller receives payment for MailEnable, the reseller should take reasonable care to ensure that the transaction is not fraudulent and validate the details of the end licensee.

Fraudulent and Disputed Transactions

When a license has been resold by a reseller, and a licensing/payment dispute arrises MailEnable will reasonably reimburse the reseller under certain conditions:

1. The reseller must notify the person who they resold the copy to, specifically informing them that the license is in dispute and that they are revoking the license.

2. The reseller notifies MailEnable that they wish to revoke the license key, providing the following details to MailEnable:

a) The Online Services e-mail address of the person who has been assigned the license key (enough information for MailEnable to determine which license key to revoke)
b) A reason as to why the license key has been revoked (example: Customer disputed credit card transaction as being fraudulent).

c) A reference number that can be used by the end licensee should they wish to contact the reseller to pursue any entitlement.

Upon receiving this information, MailEnable will deactivate the license from its licensing system and the license will be cancelled.

When the former licensee attempts to upgrade to future versions be notified that their license has been revoked and that they should contact the reseller for details.

Resellers should reasonably endeavour to inform their customer of the course of action in the event that a transaction between the parties is disputed.

Technical Support

MailEnable will provide the Reseller and/or its Customers with the technical support, as outlined in the Support Policy at http://www.mailenable.com/support

Warranty

You may not rent, lease, modify, reverse engineer, translate, decompile and disassemble MailEnable without the permission of its owners, authors and copyright holders of MailEnable, herewith referred to as ("ME").

You are not permitted to commercialise derivative works of MailEnable without a written agreement signed by the respective owners, authors and copyright holders of MailEnable.

All accompanying files, data and materials, are distributed "as is" and with no warranties of any kind, whether express or implied.

This disclaimer of warranty constitutes an essential part of the agreement. Any liability of "ME" will be limited exclusively to refund of purchase price. In no event shall "ME", including but not limited to its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, be liable for any incidental, consequential, or punitive damages whatsoever relating to the use of MailEnable, or your relationship with "ME".
In addition, in no event does "ME" authorize you to use MailEnable in applications or systems where "ME"s failure to perform can reasonably be expected to result in a significant physical injury, or in loss of life. Any such use by you is entirely at your own risk, and you agree to hold "ME" harmless from any claims or losses relating to such unauthorized use.

You are specifically prohibited from charging, or requesting donations, for any copies, however made, and from distributing such copies with other products of any kind, commercial or otherwise, without prior written permission from "ME". "ME" reserves the right to revoke the above distribution rights at any time, for any or no reason.

Termination

Either party may terminate this agreement at any time for any or no reason in such party's sole discretion. MailEnable reserves the right to revoke any and all awarded reseller rights from the reseller

Upon termination, effective 30 days - the Reseller must not continue to represent themselves as an authorized MailEnable reseller.

Upon termination, the Reseller must reconcile any outstanding monies immediately.

Review

Please note that the MailEnable will monitor all reseller accounts on an ongoing basis and reserves the right to withdraw the benefits of a reseller account with 30 days written notice where it is deemed that the resellers performance does not correlate to the discount and credit terms provided.

Duty of Non disclosure

Neither MailEnable nor "The Reseller" will disclose the terms of an agreement including any pricing or discounts to any third party without the prior written consent of the other party.

Term and Conditions

MailEnable reserves the right to terminate any resold account or reseller for the violation of the terms and conditions in this policy without penalty.

MailEnable has the right to transfer reseller customers to be direct customers of MailEnable at the request of the customer or if the reseller is deemed unreasonably able to service the customer, provided reasonable proof of purchase can be obtained.