

## Acknowledgement

In partial consideration of the Reseller agreeing to provide the website building service to me, I, as a customer of [insert Reseller name] acknowledge and agree that:

### 1. **General:**

- (a) my account will continue to be active, and the monthly payment charged, until the account is cancelled, whether or not I publish changes to the website each month;
- (b) when moving from a trial account to a live account, I cannot upgrade my package type, and I cannot export trial account content;
- (c) your suppliers may, as part of their agreement with you, withdraw certain services or capacities, even if you and I have done nothing wrong. The result may be that my website builder account may cease to publish changes to my environment, or may even be cancelled, and I will no longer have access to the website builder. I understand my recourse, if any, will be against you, [insert reseller name], and not against any of your suppliers. In partial consideration of your agreeing to provide me this website builder service, I waive any present or future claims against those suppliers, whether under contract, tort or any other theory of law;
- (d) there are a limited number of features that will not function without an active account. These can be viewed at <insert link>. This will be updated from time to time.

### 2. **Protected Website Source Code Model**

- (a) I may access the website building service under either a protected website source code model (pursuant to which I will not have access to the source code), or under an open website source code model (pursuant to which I will have access to HTML code);
- (b) If I access under the protected website source code model, then the following apply:
  - (i) if I decide to export the site, the pure HTML will be available in compressed HTML format in my website builder account. If I cancel my account before I download the file, I will not have access to it;
  - (ii) if I cancel my account and I want to reactivate my account and re-import any or all of the content, and decide to use the service once again, there is no ability to import the original website content, due to potential incompatibility with current versions and feature sets.

### 3. **Open Website Source Code Model**

- (a) I may access the website building service under either a protected website source code model (pursuant to which I will not have access to code), or

under an open website source code model (pursuant to which I will have access to HTML code);

(b) If I access under the open website source code model, then the following apply:

- (i) I agree not to amend the HTML code in any way or create derivative works. I agree to only insert content into the areas in which a reasonable person would agree the service creators intended content to be inserted, and will only use the service for the purpose for which it was intended. As between you and I, I will have the ownership and copyright of such information that I input, and I will be responsible for same;
- (ii) I agree not to reverse engineer the site or service.

---

Customer Name

---

Date

---

Witness