HSJ Host Pty Ltd
ACN 673 728 526
Suite 414, Level 2/66 Victor Cres, Narre Warren VIC 3805
1800 519 724 | contact@hsj.host | hsj.host

LEGAL CENTER

Reseller Agreement for WHM Reseller Plans

The terms for WHM reseller hosting, including your responsibilities to your own customers.

Last updated: 14 October 2026

Introduction

This Reseller Agreement ("Agreement") applies to the WHM reseller hosting plans ("Reseller Services") provided by HSJ Host Pty Ltd (ACN 673 728 526), trading as HSJ Host and HSJ.HOST ("HSJ Host", "we", "us", "our"). By ordering or using the Reseller Services, you ("Reseller", "you", "your") agree to this Agreement.

This Agreement forms part of our Terms of Service and should be read together with our Acceptable Use Policy and Service Level Agreement. If this Agreement conflicts with the Terms of Service, this Agreement applies to the Reseller Services.

Your rights under Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

1. Service Overview

Our Reseller Services let you create, manage and sell cPanel hosting accounts to your own customers ("End Customers") using Web Host Manager (WHM). The resources and number of cPanel accounts included in each plan are shown on the plan when you order it.

White label: you may sell the Reseller Services under your own brand, using your own nameservers. HSJ Host branding is not shown in your End Customers' cPanel.

2. Your Obligations

- **Your customers:** you are responsible for your relationship with your End Customers, including sales, support, billing and collecting payments. We provide support to you, not to your End Customers.
- **Your terms:** you must have terms with your End Customers that are at least as protective of HSJ Host as our Acceptable Use Policy, and you must enforce them.
- **Compliance:** you are responsible for making sure your End Customers' content and activity comply with the law and with our Acceptable Use Policy. A breach by an End Customer is treated as a breach by you.
- **Consumer law:** you are responsible for your own obligations to your End Customers, including under the Australian Consumer Law.
- **Account security:** you must keep your WHM login details secure.

3. Our Commitments

- **Resources:** we provide the server resources included in your reseller plan.
- **Uptime:** the Reseller Services are backed by a 99.9% uptime guarantee with service credits, as set out in our Service Level Agreement.
- **Platform maintenance:** we apply security patches and updates to our servers and to the WHM and cPanel platform.
- **Support:** we provide 24/7 Australian support to you by phone on 1800 519 724, by email at contact@hsj.host, and through support tickets in the client portal.

4. Backups

- We take daily automated backups of the accounts on your reseller plan. We provide these to help with recovery. Backup retention may vary, and we can't guarantee every backup will be complete or restorable.
- You should also keep your own regular, tested backups for your accounts and your End Customers' accounts, stored separately from our Services.
- To the extent permitted by law, we are not responsible for data loss caused by your actions or your End Customers' actions.

5. Fair Use

- You must make sure your usage, and your End Customers' usage, of bandwidth, storage, CPU, memory and other resources doesn't affect the performance of our servers or other customers.
- If usage is excessive, we will normally contact you first and may ask you to reduce it or upgrade your plan. We may restrict an account without notice where needed to protect the server or other customers.

6. Prohibited Activities

You must not use the Reseller Services, and must not allow your End Customers to use them, to:

- host or distribute malware, phishing pages or other malicious content;
- host content that infringes copyright, trade marks or other intellectual property rights;
- compromise, or attempt to compromise, the security of our servers or anyone else's systems;
- send spam; or
- host illegal or discriminatory content, or carry out illegal activity.

7. Cancellation, Suspension and Termination

- **Cancelling:** you can cancel at any time by submitting a cancellation request in the client portal. Unless you request immediate cancellation, the service stays active until the end of the period you've paid for.
- **Suspension:** we may suspend an individual End Customer account, or your whole reseller account, if you or an End Customer seriously breaches this Agreement, our Terms of Service or our Acceptable Use Policy. Where reasonable, we will contact you first and give you a chance to fix the problem. We may act without notice where there is a risk to our servers, other customers or third parties.

- **After cancellation:** all accounts on your reseller plan, and their data and backups, are deleted after the service ends. You are responsible for telling your End Customers and migrating their data before then.

8. Refunds

The 30-day money-back guarantee in our Terms of Service does not apply to Reseller Services. Refunds are otherwise handled under section 9 of our Terms of Service.

9. Limitation of Liability

To the extent permitted by law, including the Australian Consumer Law:

- we are not liable for any indirect or consequential loss, including loss of profits, revenue, data, goodwill or End Customers, arising from your use of, or inability to use, the Reseller Services;
- our liability for failing to comply with a consumer guarantee is limited, at our option, to supplying the Reseller Services again or paying the cost of having them supplied again; and
- our total liability under this Agreement is limited to the fees you paid for the Reseller Services in the 12 months before the claim.

You indemnify us against claims made by your End Customers arising from your services to them, except to the extent the claim was caused by our own negligence or breach.

10. Changes to This Agreement

We may update this Agreement in the same way as our Terms of Service. If a change materially disadvantages you, we will email you at least 30 days before it takes effect, and you may cancel before then and receive a refund of prepaid fees for the unused part of your billing period. See section 3 of our Terms of Service.

11. Governing Law

This Agreement is governed by the laws of Victoria, Australia. You and we submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth courts of Australia.