



Gozo Technologies Pvt. Ltd.

Authorized Reseller Agreement

(last mod: 08-08-2017 01:25:00 Rev 9)

This Agreement (the "Agreement") is effective on and from Date: _____ 20____
BETWEEN M/S. GOZO TECHNOLOGIES PVT. LTD. (the "Company"), a Company incorporated under the laws of the land, and registered under the laws of the land and having its Corporate Office at H-215, Block H, Upper Ground Floor, Sushant Shopping Arcade, Sushant Lok Phase -1, Gurugram , Haryana, PIN - 122001, hereinafter referred to as the "First Party" (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the one part,

represented by Mr/Ms _____ AND

Company / Partnership / Proprietorship Name	Director/Partner/Proprietor Name:
Business address:	
CITY, LOCATION & CLOSEST LANDMARKS	

hereinafter referred to as the "Second Party" (which expression shall unless repugnant to be the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the second part.
Details of this agreement are listed in Appendix A and the Definitions listed in Appendix B would prevail for the terms used in the Agreement

Article I. Reseller's information: (PLEASE FILL IN CAPITAL LETTERS.)

EMAIL	PRIMARY	SECONDARY	
PHONE	PRIMARY	SECONDARY	
MOBILE	PRIMARY	SECONDARY	
DRIVER LICENSE #	DL EXPIRY DATE	DL ISSUING STATE	
AADHAR ID #	VOTER ID #	PAN CARD #	
BANK ACCOUNT NAME (FOR PAYMENTS)		BANK ACCOUNT NUMBER	
IFSC CODE	BANK & BRANCH NAME		

IN WITNESS WHEREOF, both Parties agree & declare that each has reviewed, agreed and executed to all clauses, sections and appendixes applicable to this Agreement on the date indicated above.

M/S. GOZO TECHNOLOGIES PVT. LTD. Signature: _____ Mr. _____ Date: _____	M/S. _____ Signature: _____ Mr. _____ Date: _____
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Appendix A – Detailed terms of the ‘Authorized reseller’ agreement

Section 1.01 Reseller’s information as listed in Article 1 shall be applicable in all relevant sections listed below and shall be used as applicable.

Section 1.02 Reseller’s relationship with Gozo

- (a) By signing this agreement the Reseller agrees to sell Gozo’s services to consumers within the territory assigned to the Reseller. This agreement creates a business affiliate relationship between the Reseller and the Company.
- (b) Territory assigned for operation is within 3km radius of the place of business address listed above and is non-exclusive. Gozo may appoint additional resellers as it deems fit within the same territory.
- (c) The Reseller will be provided a ‘Gozo reseller account’ (also known as Reseller account) on the Gozo platform using which the Reseller will create bookings (also known as reservations) for its customers. The use of the Gozo reseller account will be subject to Gozo’s terms and conditions of use and will apply as stated on the Gozo website.
- (d) Gozo will list the reseller’s business and its place of business address and contact information on its website as location authorized for creating bookings on the Gozo network. Gozo may from time to time use the reseller’s business address in its marketing communication with the specific intent of generating booking leads for the reseller.
- (e) The Company may add or create new limits to its services at any time. The Company has the responsibility to notify the reseller and the reseller agrees to accommodate to the changes from time to time.
- (f) The company updates its terms & conditions and notifies the reseller via email of the updated terms or updated version of this agreement. If there is any inconsistency between these terms and the additional or modified terms, the additional or modified terms will prevail to the extent of the inconsistency.
- (g) These terms govern the relationship between the Company and the Reseller. They do not create any third party beneficiary rights.
- (h) If the Agent does not comply with the terms or as they may be modified with time and the Company does not take action immediately, this doesn’t mean that the Company gives up any rights that it may have (such as taking suitable action in the future).
- (i) If a particular term in this agreement is not enforceable, this will not affect the applicability of any other terms.
- (j) Notices served pursuant to any term of this Agreement must be served in writing and shall be served only if it is handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

Section 1.03 Reseller’s relationship with Consumer/Customer



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- (a) that the Reseller's provision of travel Services to Consumers, creates a direct relationship between the Reseller and the Consumer.
- (b) The reseller represents to the consumer that the reseller has an affiliate relationship with Gozo and that the consumers request for service will be transferred by the reseller to Gozo, who in turn will get it fulfilled via it's Operator network.

Section 1.04 Reseller's obligations to Gozo

- (a) Agreement to maintain compliance and settle accounts in timely manner: An Agent must ensure that their bank details are maintained on file with Gozo. Agent must settle accounts with Gozo within the number of days specified in [Section 1.06 \(c\)](#) of this agreement. Agent agrees to maintain the account in good standing at all times
- (b) Reseller agrees to conduct themselves honestly in order to facilitate bookings for the customers. The listed price for a booking a customer pays for the booking when booking through the reseller will be at the same price as on the Gozo

Section 1.05 Gozo's obligations to the Reseller

- (a) Gozo will provide the Reseller with a confirmation of the booking created for the consumer. Gozo will keep the consumer informed of the reservation and will maintain the primary contact with the consumer for their reservation.

Section 1.06 Accounting & Payment terms

- (a) The Reseller will receive a fixed compensation of Rs. 100 for every Gozo booking sold by the reseller. The compensation is only payable after the service is delivered to the customer and remuneration is received by Gozo for the delivered services.
- (b) If a booking created by the Reseller is cancelled and as a result not serviced by Gozo then commission for such transaction shall NOT be payable.
- (c) The Reseller may collect advance payment from the customer for a new or existing booking. In such cases, the amount collected by the reseller will be payable by the reseller to the Company. The Company shall produce account reconciliation reports at regular intervals for all transactions made by the Reseller and both parties shall be obligated to settle the accounts by the depositing the amount payable to the other party within 7 (seven) days from the issue of such accounting reports.
- (d) Applicable taxes or lawful deductions (like Goods & Service Tax) are applied on such fees as required by the prevailing laws
- (e) All accounts and billing related communications to the company should be sent to accounts@gozocabs.in



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Section 1.07 Termination of Relationship

- (a) The Company retains the right to, at any time at its sole discretion, deactivate, suspend or otherwise restrict the Reseller from accessing or using the Gozo platform or the Gozo Services in the event of a violation of this Agreement, his disparagement of the Company or any of its Affiliates, his act or omission that causes harm to the Company's or its Affiliates' brand, reputation or business as determined by the Company at its sole discretion, or for any other reason as considered reasonable under Company's sole discretion.
- (b) This Agreement may be terminated by either party upon breach of any of the clauses contained herein.
- (c) In general, this Agreement may be terminated by either party upon giving 30 (thirty) days' notice in writing to the other Party and upon satisfactory settlement of all pending issues and accounts, if any.

Section 1.08 Confidentiality

- (a) Agent acknowledges that Company may, in reliance of this Agreement, provide Agent access to trade secrets, customers and other confidential data and goodwill. Agent agrees to retain the said information as confidential and not to use the said information on his own behalf or disclose the same to any third party.

Section 1.09 Privacy & Copyright Protection

- (a) The Company's Privacy Policies as expressly put on the website and updated from time to time, explain how the Agents and customer's personal data and privacy are protected when an Agent sells leads to the Company. Also, by using the Services, the Agent agrees that the company may use such data in accordance with its Privacy Policies.
- (b) Content displayed on Gozocabs website is copyrighted by the Company. It respects all copyrights and trademarks owned by third-parties. Any third-party content or logos displayed on this website are owned by the respective third-party. The Agent too, is expected to respect all such copyrights. It may not copy or reproduce any content offered by Gozocabs Services without express consent of the Company.

Section 1.10 Jurisdiction

- (a) It is agreed that this Agreement is made under the exclusive jurisdiction of the laws of India. Disputes under Agreement are subject to the exclusive jurisdiction of the courts of India.
- (b) All claims arising out of or relating to these terms or the Services will be referred to an arbitrator appointed by the Company, failing him to any other arbitrator chosen by the Company and the Reseller in writing. The decision of such an arbitrator shall be binding on both parties.



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APPENDIX B - DEFINITIONS

Gozocabs or Gozo is a technology Company that makes available a platform for matchmaking “consumers” seeking travel services from and to various destinations across India with “Operators” who can provide such travel services; Hereinafter referred to as the Company or Gozo

Consumer – An individual or organization that interacts with services in the possession of and made available by Gozo including applications, websites, content, products, call centers, SMS or phone.

Authorized Reseller – An individual or organization (herein after referred to as Reseller) that operates as an independent third-party and markets or resells travel-related services to end-customers or companies. The Reseller would like to use the Gozo technology platform to deliver taxi travel services through Gozo’s operator network.

Reseller fee or commission – A mutually agreed upon fixed fee per completed and delivered transaction that is payable to the Reseller as remuneration for marketing and selling Gozo services to the consumer. Such commission is payable to the reseller after the service is delivered to the consumer and remuneration is received by Gozo for the delivered services.

Operator, Vendor, Provider, Partner or Third Party Provider – An individual or organization that operates as an independent third-party and uses or interacts with the Gozo technology platform to receive marketing leads of consumers that can avail of the provider’s service or product. An Operator or Provider Partner is an independent third-party who has a contractual relationship with Gozo.

Services or Travel Services – Gozo provides technology oriented matchmaking services through its platform. Consumers, Resellers and Operators can interact with Gozo platform through the use of applications, websites, content, products like SMS or phones. Collectively these are referred to as Services.