

Company GST No. - 09GFDPS3532B1ZJ



OGONN TECHNOLOGY  
Transport and Travels

HOUSE NO.-5 HARIHAR NAGAR, INDIRA NAGAR, LUCKNOW, UTTAR PRADESH, 226016

## Company and Vendors Agreement

This Agreement is between [Ogonn Technology] (Company) and [.....] (Vendor) are in effect as of [ / / ] and will commence all the vehicles and other details mentioned below.

### Vendor Point of Contact

Mr/Ms

Name

.

Street

Email

.

City, State, Zip

Phone

Sender. Company Point of Contact

[Ogonn Technology]

Name

.

Street

Email

.

City, State, Zip

Phone

# Ogonn Joining Policies-

## Subscription Pricing-

- Users may choose and enable to pay ₹000 Security deposit.
- Users are required to pay a security deposit to confirm their request for Ogonn Technology Subscription. Security deposit once paid, is non-refundable in case the user chooses to cancel the Ogonn Technology Subscription before delivery or if the user terminates without serving the notice period.

## Eligibility-

- For a user to receive the vehicle, he must upload a clear copy of his valid Driving License issued by any Indian state, his PAN vehicled and Cancelled Cheque and Aadhar card. These documents will be validated by the Ogonn Technology team to determine the eligibility of the user.

## Maintenance Policy -

- NULL

## Minimum Guarantee-

- If a subscriber lists an EV for minimum 20 days (including all weekends) on Ogonn Technology Subscription platform, he is eligible to receive a minimum guarantee of 25K per month
- It is hereby clarified that above is neither a promise to necessarily pay such amounts nor a guarantee of revenue on listing, but it is merely an undertaking by Ogonn Technology to use reasonable best efforts to provide the minimum guarantee amount to eligible subscribers as mentioned above.

## Pay-out-

- Ogonn Technology pays after completion of every service.

## Revenue Share-

- 25%(Changable)

## Cancellation or Rescheduling a Subscription-

- Ogonn Technology reserves the right to cancel any Ogonn Technology Subscription at its sole discretion with only consequence to return the actual amount collected at the time of the creation of Ogonn Technology Subscription subject to the availability of the vehicle.
- Associate shall have the right to cancel or reschedule a Listing at any time prior to the Start Time of the Listing.
- Further, Associate shall have the right to extend the End Time of a Listing at any time during the Listing. After the Start Time of a Listing, requests for preponing the End Time shall be entertained at the sole discretion of Ogonn based on customer bookings being impacted.

- Charges as stipulated in section Other Charges may be applicable on cancellation or rescheduling of a Listing under certain conditions.

### **Accident Policy-**

- In the event, the vehicle meets with an accident while in the possession of Ogonn customers, Ogonn shall inform the Associate of the same, and Ogonn customer will be responsible for getting the Vehicle repaired and bear all related costs if any condition Ogonn customer will not pay. Ogonn will be responsible for getting the Vehicle repaired and bear all related costs (net of insurance proceeds).

### **Referral Policy-**

- NULL

### **Others-**

- There is a fair usage policy for kilometers driven during the program. The user can drive up to 4,000 km per month under this policy.
- The subscriber can't change the vehicle under the existing subscription agreement. In case, such a change is required, the subscriber will have to subscribe for a new vehicle through [www.ogonn.in](http://www.ogonn.in) and the policies at that point in time would be applicable to for the new subscription.

### **Vendor Behaviour**

- In connection with your use of or access to the Services you may not, and you agree that you will not, nor advocate, encourage, request, or assist any third party to:
- Harm or threaten to harm users of our community, including:
- stalk" or harass any other customer or associate of Ogonn community or collect or store any personally identifiable information about any other member or associate of Ogonn community other than for purposes of transacting as a Ogonn customer or associate in accordance with these Terms;
- Engage in physically or verbally abusive or threatening conduct;
- Use our Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, or credit, debit, calling card, or account numbers;

### **Service & Maintenance**

- associate shall ensure the maintenance and upkeep of the Vehicle by ensuring the timely scheduled servicing and repair in the event of any puncture, breakdown (not owing to accident), or any other reasons at an authorized workshop for the vehicle make, at Associate's expense.
- In the event the Vehicle breaks down and needs maintenance repair work (not owing to an accident) while in possession of Ogonn or our customer, Ogonn shall inform Associate of the same and take the Vehicle to a workshop for repair. However, the cost of the repair shall be deducted from the amount payable to Associate.
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- In the event any documents from the Vehicle are misplaced while the Vehicle is in possession of its customers, vendor shall be responsible for recovering the same or getting it replaced (and Ogonn agree to fully cooperate with vendor for the same).

## **TERMS OF USE**

- This zap terms of use is an electronic document in terms of the information technology act, 2000 and rules made thereunder and the amended provisions pertaining to electronic documents / records in various statutes as amended by the information technology act, 2000. Please read these terms of use carefully. Your use of zap panel, shall signify your acceptance of these terms of use and your agreement to be legally bound by the same.
- Ogonn technology hereinafter referred to as "its mobile applications and which facilitates placing the vehicles by Associates for renting to members of Ogonn, management of such vehicle(s), etc. by Associates ( who have accepted the Lease Agreement with Ogonn The Associates can access the mobile app- through an authorized username and password.

### **Acceptance-**

By their respective signatures below, the Parties hereby agree to enter into, enforce, and uphold the entirety of this agreement for the agreed term.

I have read the above agreement and fully understand and accept the conditions as above. I am aware that whilst in my vehicle I am fully responsible for that.

I HEREBY AGREE TO ABIDE BY THE TERMS AND CONDITIONS LISTED ABOVE.

HIRE DATE.....

Vendor.....

Company.....

***Vendor Signature***

***Authorized Signature***

Date:

