

# RESELLER AGREEMENT

## BETWEEN

\_\_\_\_\_, Hereinafter referred to as the **RESELLER**. ("Reseller", which expression shall mean and include its Authorised Representative(s), Associates, Affiliate, Partners it may appoint on its behalf or who benefit from this Agreement)

## AND

**GravIT Pty Ltd** (ABN: 38 137 418 056)

## OVERVIEW

1. The Reseller agrees to all terms and conditions (including but not limited to section 5 of the general terms). Along with all rules set out in the GravIT Acceptable Use Policy. All terms and conditions can be found at <http://www.gravit.com.au/terms-conditions.html>
2. The Reseller agrees to use GravIT's services exclusively where GravIT is able to provide the necessary service.
3. The Reseller also agrees to promote the GravIT brand where appropriate. Eg: GravIT not only offer Web Hosting but also IT Support Services, Custom Hardware, Security Systems, Data cabling... The Reseller's clients may benefit from some of these other services.
4. GravIT will offer its services at a wholesale rate to the Reseller. The wholesale rates will be attached to this agreement on the day of signing.
5. The Reseller agrees not to disclose the wholesale rates being offered by GravIT to the Reseller.
6. With any service provisioned, any associated contract is between GravIT and the Reseller. If the Reseller wishes to then form a contract between themselves and their customer that is their right. In no event shall the end client be liable for any services provisioned by GravIT.
7. This agreement is between the Reseller and GravIT, The Reseller will not lead its customers to believe otherwise, The Reseller is responsible for collecting payments from the Resellers own customers, GravIT will invoice the Reseller at the agreed wholesale rate, all invoices have 14 day terms.
8. GravIT will offer suggested retail pricing however the Reseller is welcome to charge their customers any reasonable amount.
9. In no event shall GravIT attempt to provide services directly to the Resellers clients, unless the Reseller has provided written authorisation to do so.
10. Orders for service from the Reseller must take the form of; a paper sign up form or an online form or an email. GravIT will not accept verbal orders.
11. Termination of this agreement may happen in one of 2 ways:
  - a. **Automatic Termination:** The agreement will end automatically if the Reseller becomes insolvent; the Reseller passes away, the Reseller is convicted of a criminal offence or the Resellers business changes ownership.
  - b. **Manual Termination:** At any stage either party may send written notice of 30 days to terminate this agreement.

## SIGNATURE

THE PARTIES HAVE EXECUTED THIS AGREEMENT ON \_\_/\_\_/\_\_\_\_

Signed for and on behalf of GravIT by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signed for and on behalf of the Reseller by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

