

VELOMALL MERCHANT AGREEMENT

This Merchant Agreement (“**Agreement**”) is made and entered into by and between:

Velomall (hereinafter referred to as the “**Platform**”), and **The Merchant** (hereinafter referred to as the “**Merchant**”).

The Platform and the Merchant may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions under which the Platform provides an online marketplace enabling the Merchant to list, market, and sell products to end customers.

2. MERCHANT OBLIGATIONS

The Merchant hereby agrees and undertakes to:

- 2.1 Ensure that all product listings are accurate, complete, and not misleading
- 2.2 Fulfill all orders promptly and in accordance with accepted industry standards
- 2.3 Comply with all applicable laws, regulations, and industry guidelines in Malaysia
- 2.4 Handle all customer-related matters, including inquiries, complaints, returns, and refunds
- 2.5 Maintain proper business registrations, licenses, and authorizations where required

3. PLATFORM RESPONSIBILITIES

The Platform shall:

- 3.1 Provide access to its online marketplace and supporting systems
- 3.2 Facilitate the listing and display of the Merchant’s products
- 3.3 Provide basic operational and technical support, as reasonably required

4. FEES AND CHARGES

- 4.1 The Platform shall charge the Merchant a commission of **ten percent (10%)** for each successful transaction completed through the Platform.
- 4.2 The Platform reserves the right, at its sole and absolute discretion, to amend, revise, or restructure its commission rates and fee model at any time upon prior notice to the Merchant.
- 4.3 Continued use of the Platform following such notice shall constitute the Merchant’s acceptance of the revised fees.
- 4.4 The Platform may introduce additional fees, including but not limited to service fees, promotional fees, and operational charges, as deemed necessary.

5. PAYMENTS AND WITHDRAWALS

5.1 The Merchant shall be entitled to **two (2) free withdrawals per calendar month**.

5.2 Any additional withdrawals may be subject to applicable fees as determined by the Platform.

5.3 Withdrawal requests shall typically be processed within **one (1) to seven (7) business days**, subject to operational, compliance, and security verifications.

6. RESERVE AND RISK MANAGEMENT

6.1 The Platform reserves the right to retain a portion of the Merchant's funds as a reserve for risk management purposes.

6.2 The Platform may, at its sole discretion, delay, suspend, or freeze withdrawals in the event of suspected fraud, disputes, chargebacks, or violations of this Agreement.

7. PROHIBITED ACTIVITIES

The Merchant shall not engage in any of the following activities:

7.1 Selling illegal, counterfeit, or prohibited goods

7.2 Providing false, inaccurate, or misleading information

7.3 Engaging in fraudulent, deceptive, or unethical business practices

8. INTELLECTUAL PROPERTY

8.1 The Merchant shall retain all ownership rights to its intellectual property.

8.2 The Merchant hereby grants the Platform a **non-exclusive, worldwide, royalty-free license** to use, reproduce, display, and distribute such content for the purposes of operating, promoting, and improving the Platform.

9. TERM AND TERMINATION

9.1 This Agreement shall commence upon acceptance and remain in effect until terminated by either Party.

9.2 The Platform reserves the right to suspend or terminate the Merchant's account immediately in the event of any breach of this Agreement.

9.3 Upon termination, all outstanding obligations shall remain enforceable.

10. LIMITATION OF LIABILITY

10.1 The Platform shall not be liable for any product defects, quality issues, or non-compliance attributable to the Merchant.

10.2 The Platform shall not be responsible for delivery delays, logistics failures, or third-party service disruptions.

10.3 To the fullest extent permitted by law, the Platform shall not be liable for any indirect, incidental, or consequential damages.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of **Malaysia**.

12. CONFIDENTIALITY

12.1 Each Party agrees to keep confidential all non-public, proprietary, or sensitive information obtained in connection with this Agreement.

12.2 Such obligations shall survive the termination of this Agreement.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

14. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written below.

Velomall

Signature: _____

Name: _____

Designation: _____

Date: _____

Merchant

Signature: _____

Name: _____

Business Name: _____

Date: _____