

INTRODUCTION

E3Dmarket is a marketplace that provide post purchase sales & services for consumers, allowing users to buy, sell, and trade online gaming products. Merchants or sellers can be game operators or game consumers selling on secondary markets. This Merchant Onboarding Form is to be filled by business entities that wish to join the platform as merchants selling online gaming products.

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form is to be completed in English.
- Please refer to the list of Documents Required and submit accordingly. Any documents that are required must have a certified English translation appended.
- By signing this form you give consent to us to verify any of the information provided herein.
- Please email the application form with supporting documents to support@e3dmarket.com

1. BUSINESS INFORMATION

Legal Business Name:	<input type="text"/>		
Business Registration No.:	<input type="text"/>		
Nature of Business:	<input type="text"/>		
Entity Type:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint (Tenants in Common)	
	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint (with rights of survivorship)	
	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Listed Company	
	<input type="checkbox"/> Corporation	Country:	
	<input type="checkbox"/> Trust	Stock Code:	
	<input type="checkbox"/> Other:		
Place of Incorporation:	<input type="text"/>	Date of Incorporation:	<input type="text"/>
Company Website URL:	<input type="text"/>		

2. MAIN CONTACT PERSON

Full Name:	<input type="text"/>		
Position in Company	<input type="text"/>	Contact Number:	<input type="text"/>
Email Address:	<input type="text"/>		

3. DOCUMENTS REQUIRED

- Copy of Company Registration Certificate
- Copy of Memorandum and Articles of Association
- Copy of the passport of major shareholders

4. PRODUCT INFORMATION

Store Name:	<input type="text"/>	Merchant Name:	<input type="text"/>
Product/Item Name:	<input type="text"/>	Item QTY Per Unit:	<input type="text"/>
Product Type:	<input type="checkbox"/> In-game Currency <input type="checkbox"/> Item & Skins <input type="checkbox"/> Accounts <input type="checkbox"/> Powerlevelling <input type="checkbox"/> Other:	Price per Unit:	<input type="text" value="USD"/> <input type="text" value="MYR"/> <input type="text" value="CNY"/>
Product Category:	<input type="text"/>	Minimum Unit per Order:	<input type="text"/>
Product Description:	<input type="text"/>		
Product Image:	Please furnish product thumbnail image of at least 300 x 300px in dimension.		

5. INSTRUCTIONS TO BUYERS

Please provide the instructions to buyers:

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Please provide special notes to buyers (if applicable):

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The merchant hereby certifies that the information provided on this form is true and accurate, and agrees to abide by E3Dmarket and its payment gateway(s) terms and conditions.

Authorized Signature

Name:

Position:

Date:

MERCHANT SERVICE AGREEMENT

This agreement is entered into as of _____ (the “Effective Date”) by and between Jubilee Tech Singapore Pte Ltd, a company with registered address at 1 Kaki Bukit Road 1 #03-05 Singapore, 415934 (hereinafter referred to as “the Company”); and _____ a company with registered address at _____ (hereinafter referred to as “the Merchant”).

THE PARTIES AGREE ON TERMS AND CONDITIONS AS FOLLOWS:

1. PURPOSE

The Merchant desires to use payment gateway service for receiving payment of goods and/or services from customers and for its convenience making payment through available channels provided by the Company (“Services”).

2. COMMENCEMENT OF SERVICES

The Merchant agrees to submit an application form correctly and completely filled in together with supporting documents required by the Company on the date hereof for the Company’s consideration. The Merchant shall be entitled to use the Services for receiving the payments for goods and/or services of the Merchant only upon obtaining the Company’s permission.

3. ACKNOWLEDGEMENT OF RISKS IN ELECTRONIC TRANSACTIONS

The Merchant has carefully considered and realizes that electronic transactions are of risk and accepts any consequent damages incurred from such electronic transactions. The Merchant agrees to strictly comply with the following:

3.1. In case of receipt of the payments for goods and/or services, the Merchant must keep, not less than eighteen (18) months, sales record or proof of trade, delivery of goods/services and receipt of payments such as tax invoice, shipping slip, receipt, etc. as proof in any disputes happen thereafter. If the Company desires to verify the Merchant’s transactions, the Merchant agrees to provide the Company with all relevant information and documents immediately or within a specified period. The Merchant also agrees to assist the Company in order to acquire such information and documents and shall not, in any circumstances, obstruct, weaken, destroy or hinder the Company from acquiring such information and documents.

3.2. In case of refusal and/or non-receivable payment, card cancellation or hold, or having a reasonable suspicion cause regarding the dishonest use of credit card or any other reasons causing the Company’s money to be deducted or compensated or claimed as damages by any banks, financial institutes or other persons, the Merchant agrees to reimburse to the Company in full amount which and that the Company is entitled to immediately set-off such amount with the amount of payment for goods and/or services payable to the Merchant without any objection or attempt to decline the said responsibility in all respects.

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4. SERVICE FEE

4.1. The Company is entitled to the service fee for performance of obligations hereunder according to the rate and payment method specified in the attachment.

4.2. The Merchant agrees that the Company is entitled to immediately set-off the amount of payments for goods and/or services to be transferred to the Merchant by the Company with the amount of service fee including expenses or any other fees that the Merchant is required to pay or reimburse to the Company hereunder prior to transferring such amount to the Merchant.

4.3. During the period of this Agreement, the Company reserve the right to amend the rate of service fee by giving at least thirty (30) days advance notice to the Merchant and such notice shall be deemed an integral part of this agreement.

5. E3D SERVICE

5.1. The Merchant has a duty to deliver information of goods and/or services according to form and method as stipulated by the Company immediately when customers make an order of goods and/or services.

5.2. The Merchant represents and warrants that any information delivered to the Company, under Clause 5.1 of this Agreement, is correct. The Company shall not be responsible for verifying such information. In case having received such monies from customers and it is found that the paid amount is incorrect as a result of information in Clause 5.1 of this Agreement, the Company shall not be responsible for such error. The Company shall not return such monies to customers, the Merchant shall be solely responsible for such error to its customers.

5.3. The Company shall gather all the payments for goods and/or services on behalf of the Merchant and, after deducting of the service fee according to Clause 4 and any expenses (if any), remit it to the Merchant's appointed account within the specified period and according to the payment method as per the attachment. The Merchant agrees to be responsible for all fees incurred by such remittance.

5.4. The limitation of receipt of the payment per transaction shall be according to the term and condition of each of the Company's partner channels (e.g., payment counters, bank, etc.)

5.5. In case that the Merchant ID of the Merchant under this Agreement has no movement for a six (6) month-period continuously, the Merchant agrees to pay the Company a monthly fee of HKD100 (ONE hundred Hong Kong Dollar), to maintain Merchant ID from the seventh month of non-movement. The Merchant ID is the user account created by the Company for the Merchant to use JF Service.

5.6. Unless otherwise provided herein, the Company reserves the right to open only one Merchant ID for the Merchant.

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6. RESPONSIBILITIES OF THE MERCHANT

6.1. The Merchant has a duty to issue receipts/tax invoices or any evidence of receipt to customers and/or clients as prescribed by law.

6.2. If the Merchant intends to modify its payment type and/or amend the method or conditions for selling of goods, engaging of services or performing of works, affecting to the Company's performance of Services hereunder, the Merchant agrees to notify the Company of such in writing thirty (30) days in advance. In this case, the Company reserves the right to charge an additional fee as proper and both parties shall agree and make it in writing and such document shall be deemed an integral part of this Agreement.

6.3. The Merchant agrees that the Company is entitled to offset all amounts which the Merchant is obligated to pay or refund to the Company against the sum to be payable by the Company to the Merchant under this Agreement without any disputes. If the amount of Merchant's account is not sufficient to set-off, the Merchant agrees to pay outstanding amount to the Company. In case of the Merchant fails to pay such outstanding amount, the Company has the right to charge an interest at the rate fifteen percent (15%) per annum of outstanding amount from the due date until the date on which all payments have been made in full.

6.4. The Merchant acknowledges and agrees that in case any damages or errors occur from the Company's performance of Services according to information as delivered by the Merchant, the Merchant shall not claim any damages against the Company and/or shall be solely responsible for such damages or errors with its customers.

7. REPRESENTATIONS AND WARRANTIES

The Merchant represents and warrants that (a) any information delivered to the Company under this Agreement is correct; (b) the Merchant is engaged in a lawful business that includes the sale of Goods and/or Services, and duly licenses to conduct such business under laws of all jurisdictions in which Merchant conducts business. Merchant shall comply with all laws, policies, guidelines, regulations ordinances or rules applicable to Merchant's business and this Agreement; (c) all goods and/or services, which the Company to receive the payments hereunder are not goods and/or services prohibited by law and good morals or that would expose the Company's image to risk; and (d) the Merchant shall comply with all Cardholder Information Security Program (CISP), Site Data Protection (SDP), and Payment Card Industry Standard (PCI) requirements, as amended from time to time. The Merchant must comply with the Rules, including without limitation, those relating to Cardholder information security issues, non-disclosure of Cardholder information and Transaction documents, retention and storage of Cardholder and Transaction information and other security procedures adopted by the Card Organizations.

Failing of the above representations and warranties, the Merchant agrees that the Company is entitled to terminate this Agreement immediately and the Merchant shall be responsible for all damages incurred to the Company, including any loss occurred from the Merchant as the result of its non-performance of this clause.

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8. MARKETING ACTIVITIES

8.1 The Company may advertise and publicize in connection with the Services provided to the Merchant and the Merchant shall provide the cooperation with the Company in the advertisement and publication through various media or other networks from time to time as mutually agreed by both parties.

8.2 The Merchant agrees to advertise and publicize its goods or services as well as its use of the Company's Services for receipt of payments for goods and/or services of the Merchant.

8.3 In the case that the Merchant uses any other service, method or channel for receiving of payments for goods and/or services from customers or clients, provided by other service provider(s) other than the Company, the Merchant agrees to not act such as publicizing, advertising, supporting or giving any right to such service, method or channel of other service provider(s) significantly or in addition to doing to the Services of the Company hereunder.

9. EXCLUSION

The Merchant acknowledges and agrees that in case the Services hereunder has any error or delay or has been temporally suspended, arising from service connection system or computer system or any relevant system or virus attack or electronic equipment problems and/or force majeure or any causes beyond the Company's control, the Merchant shall not definitely raise such error to claim any damages against the Company and shall notify the Company immediately of such error. However, the Company will use its best efforts to solve the problem hastily, and the Merchant agrees to fully assist and cooperate with the Company for solve such problem.

10. TERM AND TERMINATION

10.1. This Agreement shall be effective from the date hereof. Any party who intends to terminate the Agreement shall give advance written notice to the other party not less than ninety (90) days prior to the termination of this Agreement.

10.2. This Agreement shall be terminated and the Company is entitled to cease the Services forthwith by closing the Merchant's user account in any one of the following circumstances:

(a) the Merchant uses and/or declares false information; or

(b) the Merchant is in breach of any provision of the Agreement, and the Merchant does not remedy said breach within fifteen (15) days upon receipt of the relevant notice from the other party, then the Company may immediately terminate the Agreement or, at its option, suspend the performance of its obligations under this Agreement until the breach is remedied; or

(c) either party is adjudged bankrupt or dies or ceases to exist as a juristic entity or having any other legitimate ground which makes either party unable to comply with this Agreement, it shall be deemed that this Agreement is immediately terminated. Upon termination of this Agreement in any case, the Merchant shall announce the termination in a conspicuous place that can be seen obviously by its customers and/or clients. The announcement shall commence from the date the

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Services is ceased and shall describe the contents that are harmless to and promote both parties' image.

This clause will not deprive the Company's right of any compensation and damages due to the termination hereof by the Merchant's acts.

10.3. Termination of this Agreement shall not prejudice nor affect the accrued rights or claims and liabilities of the parties under this Agreement.

11. TAX

Each party agree that either party shall deduct applicable withholding tax and/or pay value added tax ("VAT") and/or Goods and Services Tax ("GST") (if any) pursuant to the obligation and at the rate as prescribed by laws.

The Merchant shall be solely responsible for stamp duty according to this Agreement (if any).

12. CONFIDENTIALITY

The parties understand that all documents, information or materials produced or acquired under this Agreement are confidential information and trade secrets. Neither party is entitled to disclose nor cause to be known by any way of such confidential information and trade secrets to any third party and agrees to properly keep them at any time either during and after the period hereof, except for the disclosure required by a court order or provisions of law.

13. INTELLECTUAL PROPERTY

The Company is an owner of all intellectual property right, whether in contents or wording, pictures, signs, logo, trade/ service marks, trade name as well as all design works, in all documents and websites of the Company. The Merchant must not exploit the intellectual property rights of the Company or make any advertisement without receiving prior written consent from the Company. The Merchant shall not perform or allow any third party to perform any action that might cause damage to the image, trademark, trade name or other intellectual property right of the Company.

14. AMENDMENT

Unless otherwise specified herein, any amendment, addition or alteration of the terms and conditions under this Agreement or Attachment shall be made in writing and executed by the duly authorized representatives of both parties.

15. GOVERNING LAW

This Agreement is governed by laws of Hong Kong.

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16. MISCELLANEOUS

16.1. The Company shall have a duty only to collect the amount of payments for goods and/or services on behalf of the Merchant. The Company is not involved in any contracts made between the Merchant's customers and/or clients, the Merchant Merchants' customers and/or clients, and the Merchant or in any right and duty among those parties. In case any disputes occur from when the Merchant does not comply with the terms and conditions of contracts made with its customers and/or clients, the Company shall in no event be liable or jointly liable. The Merchant shall be solely responsible for such dispute to its customers and/ or clients.

16.2. In no event shall the Company be responsible for intentionally or negligently revealing to any other persons by the Merchant of its and/or its customers' bank account, credit card, username and password information, or for carelessly keeping of password, or in case that any other person causes to be known such information or in case of dishonesty of the Merchant and/or other person.

16.3. To provide the Services of the Company in compliance with the security policy and this Agreement, if the Company finds any transaction that is not correct or is within the scope of dishonest acts in any means, the Merchant agrees that the amount of such transaction will be confiscated and seized in the system until any person expresses to claim it. If the Company examines proof and has reasonable belief that such person is the genuine owner, the Company will, after deducting the service fee and expenses, be entitled to return the net amount to that genuine owner immediately. The Merchant agrees to coordinate with the Company in document and information examination as requested and agrees that the Company may temporarily suspend the Merchant's user account.

16.4. The Merchant must not assign or transfer its rights, duties, benefits or claims, in whole or in part, according to this Agreement to any third party without the written consent from the Company. In event the Merchant receives such consent, the Merchant is still liable to the Company under this Agreement in all respects. The Company is entitled to transfer its rights, duties, benefits or claims. In whole or in part, according to this Agreement to any third party without consent from the Merchant.

16.5. Should any provision, condition, term or part of this Agreement be null or invalid, the parties agree that any of the valid remaining portions hereof shall be deemed separate from such null or invalid parts and shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have each caused this Agreement to be signed and delivered by its duly authorized officers, all effective as of the date first set forth above and made in two (2) copies.

The COMPANY

The MERCHANT

Name:
Designation: Director

Name:
Designation: Director