

## MERCHANT APPLICATION FORM

### MERCHANT INFORMATION

Store name: \_\_\_\_\_  
First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_  
Last Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Applicant Phone: \_\_\_\_\_  
Home address of applicant: \_\_\_\_\_  
\_\_\_\_\_

### CONTACT INFORMATION

1. Business Contact Person: \_\_\_\_\_  
Position: \_\_\_\_\_ Email: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
  
2. Technical Contact Person: \_\_\_\_\_  
Position: \_\_\_\_\_ Email: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_  
  
2. Accounting Contact Person: \_\_\_\_\_  
Position: \_\_\_\_\_ Email: \_\_\_\_\_  
Mobile Number: \_\_\_\_\_

### SUBSCRIPTION

- ( ) **Free** - is an account that no setup fee is required. No domain name has been provided.
- ( ) **Premium** - set up fee is required. 1 Domain name will be provided  
( ) Annually PhP6,000.00 ( ) Three Years PhP17,000.00

Domain Name: 1 \_\_\_\_\_  
Domain Name: 2 \_\_\_\_\_  
Domain Name: 3 \_\_\_\_\_

Are you already online seller? ( ) Yes ( ) No  
Where: \_\_\_\_\_  
( ) Product ( ) Services

For product: ( ) Retail ( ) Distributor ( ) Wholesaler

**Business type:**

- ( ) Beauty ( ) Apparel ( ) Garden & Outdoor ( ) Electronics  
( ) Furniture ( ) Handcrafts ( ) Jewelry ( ) Office Supplies  
( ) Pet Supplies ( ) Hobbies ( ) Painting ( ) Home Goods  
( ) Home Improvement Supplies ( ) Musical Instruments  
( ) Photography ( ) Restaurant ( ) Groceries ( ) Motorcycle  
( ) Car ( ) food and drinks ( ) Sporting Goods  
( ) Toys & Games ( ) Virtual Services  
( ) Others : \_\_\_\_\_

Note: Please take a moment to read and review your information on the form before you proceed to complete. Signing this form means understand the merchant agreement.

This serves a consent for us to send you email, text or messages for updates and advertisements.

**PAYMENT**

( ) Cash ( ) GCash ( ) Cheque: Bank/No. \_\_\_\_\_

Note: \_\_\_\_\_

\_\_\_\_\_  
Name / date over signature

\_\_\_\_\_  
Accepted by:



# MERCHANT SUBSCRIPTION AGREEMENT

Subscription Agreement between MERCHANT and INFINIX ELECTUS CORP.  
/Phile.store

## A. The Solution Package

You recognize and agree that Packages consist the following features. Must you choose to improve extra features, may charge you additional fees.

Use of the Package is likewise area under discussion to the Terms and Conditions.

## B. Term and Termination

This agreement intends to be in validity for a minimum period of twelve (12) months from the date of formal acceptance and intend to be auto-renewed and prolonged for a period of twelve (12) months except Merchant filed the Cancellation form for the Subscription (request to the admin in 30 days before the lapse of the current term) or Phile.store terminates the service. If for somewhat purpose this Agreement is dismissed prior to the minimum period, no refund/money back be going to be dispensed to the Merchant. Details of the Termination are illustrated in TERMINATION SAMPLE

Phile.store reserves the right to terminate the service with aforementioned in black and white or written notice to the Merchant in the incident that state of affairs stand up which put a stop to phile.store from on condition that the Solution/s. In such an occurrence, the Merchant be about permitted to download/transfer its data/records from the Solution/s aforementioned to the termination of the provision proceeds result.

Non-payment of any amount of money payables to Phile.store under this Agreement be about to present phile.store the right, at its one and only preference, to interrupt and/or terminate Merchant's account to enter to the Service.

End product of Termination. Merchant recognized and agrees that on one occasion its account is terminated due to non-payment of any amount payable to phile.store, the whole thing information in the phile.store folder/database that speak about to Merchant's phile.store account may, at

phile.store  
Shop anywhere



phile.store exclusive preference, be for good removed deprived of lay yourself open to any legal responsibility to Merchant or to some extent Member or End-User of Merchant's Loyalty Platform.

Terms and conditions concerning to fees of subscription and commercial terms intent to be are under discussion to modification and/or fine-tuning due to fundamental market price and other commercial terms or conditions not within the control of phile.store.

The Merchant be supposed to have downloaded/transferred and deleted/removed its data/files from the Solution/s by the time the agreement expires or is terminated. Any Merchant data/files remaining in the Solution/s after the expiration or termination of the contract will be deleted/removed.

Upon to some extent termination of this Agreement, the Merchant be about to immediately put an end to the usage of the Solution. Entirely provisions on the subject of indemnification, assurance, obligation and restrictions thereon, and disclosure and/or security of exclusive rights and trade secrets be about to continue to exist until further notice or until the expiration of to some extent time period indicated somewhere else in this Agreement with respect to the setting up in request, and the termination of this Agreement be about to not appoint Merchant of its responsibilities to pay accumulated fees.

### **TERMINATION SAMPLE**

<b>Service Termination Apply Date</b>	<b>Service Contract Period</b>	<b>Termination of Service</b>	<b>Reason</b>
<b>From November 1-30, 2021</b> (Cancellation Service Period)	November 1, 2021 to December 31, 2021 (End of Period)	December 21, 2021 (Service Cancellation Date)	Service Cancellation Request be affected by a cut off every end of the month.
<b>December 1, 2021</b> (Cancellation after service period)		January 31, 2022 (Service Cancellation Date)	Deal with the Termination of Service proceeds 30 days to begins later on the service cancellation demand cut off date.

## PACKAGES

	FREE	PREMIUM
<b>INVENTORY</b>		
Products	Unlimited	Unlimited
Management	Free	Free
<b>CUSTOMER CHANNELS</b>		
Website	Phile.store	Customized
Market Place	Phile.store	Phile.store
<b>ONLINE PAYMENT</b>		
Paymaya	✓	✓
GCash	✓	✓
Credit Card	✓	✓
Debit Card	✓	✓
COD Handling Fee	✓	✓
<b>SALES &amp; MARKETING</b>		
Sales Inventory	✓	✓
Shopping Card	✓	✓
POS Integration(optional)	✓	✓
Access anywhere	✓	✓
Online Shop	✓	✓
24/7 Selling	✓	✓
Cataloging	✓	✓
Advertisement	✓	✓
APPS	soon	Optional
Consultancy	free	Free
Domain Name	✗	Customized
Branded online store	Phile.store	Customized
Voucher / Coupons	✓	✓
<b>SUPPORT</b>		
Email	✓	✓
Client Notification	Email	Email
Transaction History	✓	✓
Product Feedback	✓	✓
3 <sup>rd</sup> Party Logistics	Provided	Provided/Choice
<b>TRANSACTION</b>		
Limit	Unlimited	Unlimited
Transaction Fee	10%	10%
Subscription	FREE	Php6,000.00 yearly
<b>SMS</b>		
Company Sender	Your company	Your company
Limit	Unlimited	Unlimited
SMS Broadcast Credit	Unlimited	Unlimited
Coast per SMS advertising	Php1.20 per 140 character	Php1.00 per 140 character
Coast per SMS notification	Php1.00 per 140 character	Php1.00 per 140 character
Set up FEE	Php25,000.00 per company	Php22,000.00 per company

\*\*Subscription period be about to commence upon approved delivery of the Solution to the Merchant.

\*\*\*Merchant possibly will go for to practice their in-house couriers/riders in place of phile.store Third-Party Logistics.

### C. **Payment and Suspension of Service**

**Payment System.** The Merchant may possibly decide on to pay the Fee through the following schemes:

- One-time Payment. A one-time payment of the total yearly service fee (equivalent to 12 months of Service) to be paid prior the Platform Service Period.
- Monthly Payments. A frequent payment of the monthly service fee charged all through the start of the Service Period.

**Payment Process.** The Merchant may possibly go for to pay the Fee through the following methods:

- Paypal
- Debit or Credit Card (Mastercard or VISA)
- GCash
- PayMaya

You will arrange for phile.store certified payment gateway(s) with valid and updated account, debit or credit card information. If you be responsible for such information to phile.store, you give permission phile.store to charge such account, debit or credit card for all the purchased subscriptions listed in the invoice.

#### **FEES**

You will pay entirely fees specified in the invoice. Not including as otherwise identified herein,

- (a) fees are based on the package subscription purchases and not actual usage,
- (b) payment responsibilities are non-cancelable and fees paid are non-refundable, and
- (c) packages acquired cannot be downgraded throughout the relevant subscription period.

#### **INTERRUPTION OF SERVICE**

Phile.store has the right to interrupt its rendering of Service be supposed to some extent of our payment gateways become aware of a payment decline or if phile.store credited payment gateway may possibly non-process the recurring payment in any of the Payment Methods used.

#### **D. Merchant E-Com Payments**

In the incident that the Merchant be unsuccessful to give in to account creation requirements within the prescribed cut-off date, Merchant authorizes the use of phile.store system account for the collection of End User payments on the Merchant's behalf. As soon as the Merchant get hold its own.

**Collection of End User Payment.** We take part the services of third-party payment gateway supplier (collectively, a "Payment Gateway") to make easy the payment of funds in the middle of you and your End Users. If decided on among us, you hereby give permission us to use a Payment Gateway to collect payments from buyers for the purchase of products through your E-Com ("Gross Purchase Amount").

As such, you reach a decision that we may hold to some extent Gross Purchase Amount and be about to make available and release the Gross Purchase Amount to you on a frequency as agreed on between us.

The Payment Gateway charges a fee for all successful transactions over and done with on their platforms (the "Payment Gateway Fee"). The Payment Gateway Fee be about to be communicated to you in writing and be about to be shouldered by Merchant. Following the successful completion of transactions, we be about to take away the Payment Gateway Fee from the Gross Purchase Amount prior to payout to you. Phile.store are not legally responsible for to some extent End User transactions made through the Payment Gateway, and thus disclaim any and all legal responsibility for the following conditions, in the middle of others:

- (a) unsuccessful of End Users to connect to the Payment Gateway in order to process payments, and
- (b) to some extent refusal or declining of payment methods of End Users by the Payment Gateway.

#### **E. Third Party Delivery Services**

Merchants think of the accountability to achieve and guarantee that Buyers/Users receive the product/services ordered. If not otherwise established with phile.store, Merchant be supposed to make the necessary arrangements on their own to have the purchased item or services delivered to the Buyer/User within the time frames that Merchant has obligation to Buyer/User.





Phile.store does not make any warranty or representation on the services of Third Party Couriers.

Phile.store be about to not be held accountable whatsoever for the Third Party Courier's action, carelessness, catastrophic, punctuality, or negative response to be responsible for transportation services. Neither be about to phile.store be held legally responsible for the security, dependability, compatibility, or expertise of the Third Party Courier at some point in the fulfillment of the Third Party Courier's obligations in transporting the goods. Merchant be about to hold phile.store and the phile.store guaranteed individuals harmless and free from legal responsibility from to some extent and all rights, accountabilities, grounds, or damages.

Merchants go through entirely the possibility involved to the delivery of the purchased products/services(s). In the event where the purchased item(s)/services is damaged or vanished, or there is catastrophic of delivery during the course of delivery/service, Merchants acknowledge and reach agreement that phile.store will not be legally responsible for any damage, expense, non-service, or lost something, cost or fees resulted therefrom, and Merchant and/or Buyer obligated to reach out to the logistic or service provider to resolve such dispute.

The undermentioned are the appropriate terms and conditions of Logistics and service provider, regarding lost and damaged items or not delivered service. These are replicated further down for guidance and reference. The Merchant ultimately has the responsibility to bring together indirectly with Logistics or service provider in the event of any damage and loss to items or services purchased.

#### F. Platform Deployment

By accepting this Agreement, by signing on representing acceptance, you agree to the Terms of this Agreement. If the individual on this Agreement is accepting on behalf of a company or any other legal entity, such individual be about to represent that they have the authorization to bind such entity and its affiliates to these terms and conditions. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Solution.

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Phile.store

By:

CHRISTOPHER R. BALAGA

Chief Executive Officer – Phile.store

[Company Name]

By:

[NAME]

[Position]



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