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## FABILIVE SUB-MERCHANT AGREEMENT

This Sub-Merchant Agreement ("**Agreement**") is entered into by and between:

Fabilive, a digital marketplace platform operated by **Fabi Groupe** ("**Platform Provider**", "**we**", "**us**", "**our**"),  
AND

The undersigned sub-merchant ("**Sub-Merchant**", "**you**", "**your**"),

Collectively referred to as the "**Parties**".

### 1. Purpose

This Agreement sets forth the terms and conditions under which the Sub-Merchant will use the Fabilive platform to sell goods or services and receive payments from customers via Fabilive's payment processing services, including credit card, mobile money, and FabiliveWallet.

### 2. Onboarding Requirements (Must provide all requirements together with the copy of this Sub-Merchant Agreement document)

To be accepted as a Sub-Merchant, you agree to provide the following:

- Valid business registration documents
- Government-issued ID of the owner or authorized representative
- Business name, address, and contact details
- TIN (**unique identification number** issued by the government's tax authority)
- Bank account or mobile money account for payout
- Fabilive reserves the right to verify all documents and information before activation.

### 3. Use of Platform

As a Sub-Merchant:

- You may list, promote, and sell eligible products/services
  - You are responsible for inventory, product accuracy, quality, and delivery. You will initiate the delivery process of all purchases.
  - You agree to fulfil all orders promptly and respond to customer queries and disputes
  - You shall not list prohibited, counterfeit, or illegal items
- Fabilive reserves the right to remove listings that violate platform policies.

### 4. Payment Processing

Fabilive will collect customer payments on your behalf using its secure payment systems (Credit Card, Mobile Money, FabiliveWallet)

Payments will be settled to your nominated payout account, less applicable fees, within 1-3 business days after order completion, and you must request a withdrawal to your nominated payout account.

Fabilive will issue a payment statement showing all transactions and deductions for your merchant account.

## 5. Fees and Deductions

Fabilive charges a commission or service fee on each transaction, which may vary based on category or agreement. The exact percentage will be communicated to you upon onboarding.

**\*\* Other possible deductions include:\*\***

- Marketing and promotion fees (if opted in)
- Refunds and chargebacks (if applicable)
- Penalties for policy violations

## 6. Returns and Refunds

You agree to abide by Fabilive's customer return and refund policy, which includes: Read More about our "RETURN" and "REFUND" policies.

## 7. Term and Termination

This Agreement remains in effect unless:

- Terminated by either party with 7 days' written notice.
- Terminated immediately by Fabilive in case of fraud, violation of terms, or reputational harm.
- Upon termination, all pending payouts (less refunds or disputes) will be settled within 14 - 29 business days.

## 8. Confidentiality

You agree not to disclose any confidential information obtained through Fabilive, including customer data, pricing structures, or business processes.

## 9. Limitation of Liability

Fabilive shall not be liable for indirect, incidental, or consequential damages. Our total liability under this agreement shall not exceed the total fees earned from you in the last 30 days preceding a claim.

## 10. Governing Law

This Agreement shall be governed by the laws of the jurisdiction where the platform operates, depending on the country of transaction. (Cameroon and Tanzania).

## 11. Amendments

Fabilive reserves the right to amend this Agreement at any time with notice. Continued use of the platform after notice constitutes acceptance of the new terms.

## 12. Entire Agreement

This document represents the entire understanding between the Parties. No oral modifications shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have agreed to the terms of this Sub-Merchant Agreement.

### FABILIVE (Platform Provider)

By: **Fabilive Admin**



### SUB-MERCHANT (Please fill out this information)

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

Authorized Representative: \_\_\_\_\_

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

(Kindly You should write today's date)

Date: \_\_\_\_\_