

MERCHANT SERVICE APPLICATION



MERCHANT INFORMATION

Merchant Name	:			
Merchant Domain Name	:			
DBA Name	:	Business Type	:	
Merchant Currency	:	Merchant Country	:	
Business Registration No	:	Paid Up Capital	:	
Registered Business Address	:	Mailing Address	:	<input type="checkbox"/> Same as Registered Business Address
Date of Registration	:	Fax Number	:	
Telephone Number	:			

CONTACT INFORMATION

Business Contact Person	:		Contact Number	:	
Position	:		E-mail	:	
Technical Contact Person	:		Contact Number	:	
Position	:		E-mail	:	
Finance Contact Person	:		Contact Number	:	
Position	:		E-mail	:	
Operations Contact Person	:		Contact Number	:	
Position	:		E-mail	:	

SERVICES

Please attach square logo with dimensions of 150 by 150 with this form.

- Payment Gateway
 Tokenization
 Wallet
 QuickPay
 B2B Payment Card
 123 Service

Merchant Frontend Return URL (URL to return to after txn is complete)

BANK ACCOUNT INFORMATION

Account Name	:		Account Number	:	
Bank Name / Branch	:		Account Type	:	
Bank Code	:		Bank Country	:	

APPLICANT SIGNATURE

By submitting this form and signing hereunder, I confirm that the personal data submitted is true and accurate and that I consent to the collection, use, disclosure and sharing of this data by 2C2P for purposes reasonably required to process my application as set out in 2C2P's Privacy Policy on <http://www.2c2p.com/privacypolicy.pdf>

Signature	:		Signature	:	
Name	:		Name	:	
Position	:		Position	:	
Date	:		Date	:	

MERCHANT SERVICE APPLICATION



FOR 2C2P OFFICIAL USE

NEW MERCHANT EXISTING MERCHANT

PAYMENT GATEWAY SERVICE

Set-Up Fee	:	<input type="text"/>	Annual Maintenance	:	<input type="text"/>			
Transaction Fee	:	<input type="text"/>	Tokenization	:	<input type="text"/>			
MDR Rates	:	Visa <input type="text"/>	MC <input type="text"/>	JCB <input type="text"/>	AMEX <input type="text"/>	CUP <input type="text"/>		
Currency:		<input type="checkbox"/> HKD	<input type="checkbox"/> USD	<input type="checkbox"/> JPY	<input type="checkbox"/> EUR	<input type="checkbox"/> GBP	<input type="checkbox"/> OTHERS	<input type="text"/>

123 SERVICE (ONLY IN HKD)

Set-Up Fee	:	<input type="text"/>	Annual Maintenance	:	<input type="text"/>
Transaction Fee	:	<input type="text"/>	MDR (%)	:	<input type="text"/>

B2B PAYMENT CARD (ONLY IN USD)

Set-Up Fee	:	<input type="text"/>	Monthly Maintenance	:	<input type="text"/>
Fee per Card	:	<input type="text"/>	Credit Balance	:	<input type="text"/>

WALLET

ALIPAY MASTERPASS

Set-Up Fee	:	<input type="text"/>	Monthly Maintenance	:	<input type="text"/>
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AUTHORIZED SIGNATORY

Signature (Sales)	:	<input type="text"/>	Remarks	:	<input type="text"/>
Name	:	<input type="text"/>			
Position	:	<input type="text"/>			
Date	:	<input type="text"/>			

Acknowledged By

Signature (Operations)	:	<input type="text"/>	Signature (Finance)	:	<input type="text"/>
Name	:	<input type="text"/>	Name	:	<input type="text"/>
Position	:	<input type="text"/>	Position	:	<input type="text"/>
Date	:	<input type="text"/>	Date	:	<input type="text"/>

MERCHANT SERVICE AGREEMENT

AGREEMENT NUMBER (2C2P ID) _____

This agreement is entered into by and between 2C2P (Hong Kong) Co Ltd., a company permitted to engage in the business of electronic payment service, having its office at 8, Jordon Road, unit 701-702, 7/F, Yaumati, Hong Kong hereinafter referred to as “the Company”); and the applicant listed in “Merchant Information”

THE PARTIES AGREE ON TERMS AND CONDITIONS AS FOLLOWS:

1. TERMS AND CONDITIONS FOR SERVICE

The Applicant has thoroughly read and comprehended the Terms of Use of the Service in this agreement and agrees to such Terms of Use, including any further amendments to be announced by the Company in all respects. This Terms of Use shall form part of this Agreement.

2. COMMENCEMENT OF SERVICE

The Applicant 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 Applicant shall be entitled to use the Service for receiving the payments for goods and/or services of the Applicant only upon obtaining the Company’s permission.

3. ACKNOWLEDGEMENT OF RISKS IN ELECTRONIC TRANSACTIONS

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

3.1 In case of receipt of the payments for goods and/or services, the Applicant must keep, not less than 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 Applicant’s transactions, the Applicant agrees to provide the Company with all relevant information and documents immediately or within a specified period. The Applicant 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 Applicant 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 Applicant without any objection or attempt to decline the said responsibility in all respects.

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

4.3 During the period of this Agreement, if there are any factors or changes resulting in increment of service fee for performance of the Company hereunder, the Applicant agrees that the Company is entitled to amend the rate of service fee by giving at least thirty (30) days advance notice to the Applicant.

5. DUTIES OF RESPONSIBILITIES OF THE COMPANY

Apart from provisions stipulated in the Terms of Use according to Clause 1, the Company shall have duties and responsibilities as follows:

5.1 The Company shall have a duty only to collect the amount of payments for goods and/or services on behalf of the Applicant. The Company is not involved in any contracts made between the Applicant’s customers and/or clients, the Applicant Merchants’ customers and/or clients, and the Applicant or in any right and duty among those parties. In case any disputes occur from when the Applicant 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 Applicant shall be solely responsible for such dispute to its customers and/ or clients.

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

5.3 For receipt of the payments for goods and/or services hereunder, the Company agrees to receive the payment not less \$275 (Two Hundred and Seventy-Five Hong Kong Dollars Only) but not exceeding \$110,000 (One Hundred and Ten Thousand Hong Kong Dollars Only) per payment receipt.

5.4 In no event shall the Company be responsible for intentionally or negligently revealing to any other persons by the Applicant 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 Applicant and/or other person.

5.5 The Company may advertise and publicize in connection with the Service provided to the Applicant as it thinks fit.

6. DUTIES OF RESPONSIBILITIES OF THE APPLICANT

Apart from provisions stipulated in the Terms of Use according to Clause 1, the Applicant shall have duties and responsibilities as follows:

6.1 The Applicant agrees to pay the service fee and any other expenses for the Service hereunder according to the period, payment method and rate as fixed by the Company.

6.2 The Applicant agrees to advertise and publicize its goods or services and those of the Applicant Merchants as well as its use of the Company's Service for receipt of payments for goods and/or services of the Applicant.

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

6.4 In the case that the Applicant 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 Applicant 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 Service of the Company hereunder

6.5 If the Applicant 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 Service hereunder, the Applicant agrees to notify the Company of such in writing sixty (60) days in advance. In this case, the Company reserves the right to charge an additional fee as proper.

6.6 The Applicant represents and warrants that all goods and/or services it agrees for 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. Failing of the above representations and warranties, the Applicant agrees that the Company is entitled to terminate this Agreement immediately and the Applicant shall be responsible for all damages incurred to the Company, including any loss incurred by the Applicant as the result of its non-performance of this clause.

6.7 The Applicant acknowledges and agrees that in case the Service 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 Applicant shall not definitely raise such error to claim any damages against the Company and shall notify the Company immediately of such error. The Company will use its best efforts to solve the problem hastily, and the Applicant agrees to fully assist and cooperate with the Company for solve such problem.

6.8 The Applicant represents and warrants that it 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 Applicant 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.

7. TERM AND TERMINATION OF AGREEMENT

7.1 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.

7.2 This Agreement shall be terminated and the Company is entitled to cease the Service forthwith by closing the Applicant's user account in any one of the following circumstances:

- a. the Applicant uses and/or declares false information; or
- b. the Applicant is in breach of any provision of the Agreement, requirements or conditions; or
- c. the Applicant commits an offence or participates in an offence by using the Service according to this Agreement.

MERCHANT SERVICE AGREEMENT



Upon termination of this Agreement in any case, the Applicant 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 Service 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 here of by the Applicant's acts

8. MISCELLANEOUS

8.1 To provide the Service 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 Applicant agrees that the amount of such 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 applicant agrees that agrees to coordinate with the Company

8.2 The Company reserves the right to open only one user account for the Applicant. If it appears that the Applicant has or obtains more than one user account the Company is entitled to cancel other user account(s) and retain only one of them for the Applicant.

8.3 The parties understand that all documents, information or materials produced or acquired under this Agreement

and the Terms of Use are confidential information and trade secrets. Neither party are 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 here of, except for the disclosure required by a court order or provisions of law.

8.4 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 Applicant must not conduct or do any acts or consent to any third party to do any acts to damage or violate, directly or indirectly, the intellectual property right here under belong to the Applicant.

8.5 The Applicant 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 Applicant receives such consent, the Applicant 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 Applicant.

8.6 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 WHERE OF this Agreement is made in two (2) copies. The Parties have thoroughly read and comprehended the contents hereof and found that these correctly meet their intention. The parties have consequently executed and affixed their company seal in the presence of witness and kept on copy each.

2C2P (Hong Kong) Co Ltd.

Applicant

Signature : _____
Name : _____
Position : _____
Date : _____

Signature : _____
Name : _____
Position : _____
Date : _____

2C2P (Hong Kong) Co Ltd. (Witness)

Applicant (Witness)

Signature : _____
Name : _____
Position : _____
Date : _____

Signature : _____
Name : _____
Position : _____
Date : _____