

FRILLPAY

MERCHANT AGREEMENT

This Payment Service Provider Agreement ("Agreement") is made and entered into as of [Date], by and between FrillPay ("PSP Provider"), and [Company-Name] ("Merchant"), collectively referred to as the "Parties."

1. DEFINITIONS AND INTERPRETATION

Agreement: This FrillPay Merchant Terms and Conditions, include all the Terms of Use herein.

Digital Wallet Payment Service: FrillPay's digital wallet-based payment service allowing account holders to send funds to recipients using an email address as the identifier.

Gateway Service: Any service using a payment gateway integrated into the Merchant's website for receiving payment instructions from customers.

Merchant: The entity entering into this Agreement for FrillPay Services.

Merchant Account: The Merchant's registered electronic money account(s) held with FrillPay, subject to the Terms of Use.

Merchant Product/Service: Any product or service offered by the Merchant to its customers and ordered, purchased, leased, or provided through a Transaction.

Merchant Website: The website operated by or on behalf of the Merchant through which customers can make Transactions.

FrillPay Services: Services provided by FrillPay under this Agreement, including the Digital Wallet Payment Service, Gateway Service, and other agreed services.

Transaction: Any payment or reversal of payment made by a customer to the Merchant for goods or services using FrillPay Services.

2. SCOPE

This Agreement governs the provision of FrillPay Services, and any additional services agreed upon in writing between the Parties.

3. TERM

This Agreement shall remain in effect until terminated by either party in accordance with the Terms of Use or as otherwise specified herein.

4. DESCRIPTION OF SERVICES

4.1. FrillPay's Digital Wallet Payment Service and Gateway Service facilitate payments from customers to the Merchant. Funds collected shall be transferred to the Merchant Account after deduction of applicable fees.

4.2. The Merchant acknowledges that receipt of payment into the Merchant Account does not constitute receipt of cleared funds. The Merchant remains liable to FrillPay for the full amount of payment and any deducted fees in case of payment reversal.

4.3. FrillPay may suspend or limit FrillPay Services until full payment of outstanding claims, charges, or penalties by the Merchant.

4.4. FrillPay may suspend the Merchant Account or functionalities thereof for reasons outlined in this Agreement, including but not limited to security concerns, suspicious transactions, insolvency, or non-compliance with agreed business activities.

4.5. FrillPay may suspend the Merchant Account as required by applicable laws and regulations.

4.6. FrillPay operates solely as a payment intermediary and does not act as a seller, buyer, dealer, or merchant of Merchant Products/Services. Any dispute related to Merchant Products/Services is solely between the parties involved in the Transaction.

4.7. The Merchant indemnifies FrillPay against any loss or liability arising from claims made by third parties related to Merchant Products/Services.

5. OBLIGATIONS

5.1. FrillPay shall provide the Merchant and its customers with the FrillPay Services as specified in this Agreement and as further described on the FrillPay website.

5.2. The Merchant shall open and maintain a Merchant Account by [registering as a merchant](#) on the FrillPay website. As part of the registration process, the Merchant shall accept the Terms of Use.

5.3. The Merchant shall integrate the FrillPay Services into the Merchant Website and operate the same in accordance with the relevant [Manuals](#) provided by FrillPay.

5.4. The Merchant grants FrillPay the right to access the Merchant Website for the purpose of conducting manual checks or automated searches to investigate the accuracy of information related to the FrillPay Services. FrillPay is not obligated to conduct such searches or checks, and any searches conducted do not constitute approval of the contents of the Merchant Website.

5.5. The Merchant shall obtain pre-approval from FrillPay for the content of every website connected to its Merchant Account for accepting payments. This requirement also applies if the content of the Merchant's website materially changes, including a significant change in the Merchant Products/Services offered.

5.6. The Merchant agrees not to accept payments for prohibited goods or services, including but not limited to tobacco products, prescription or non-prescription drugs, pornographic content or services, illegal downloads, illegal gambling, or goods or services infringing intellectual property rights of a third party, or for any other goods or services the offering or provision of which is illegal under applicable law.

5.7. The Merchant shall cooperate with FrillPay to investigate any suspected illegal, fraudulent, or improper activity related to FrillPay Services.

5.8. Upon commencement of the Agreement and as needed to comply with Regulatory Requirements, the Merchant shall provide FrillPay with requested information at the time of registering a merchant account with FrillPay.

5.9. The Merchant shall not impose processing fees, markups, or surcharges on its customers for making payments through the FrillPay Services.

5.10. The Merchant shall maintain a clear and equitable return and refund policy for its customers. Upon request, the Merchant shall provide FrillPay with a copy of its return and refund policy and promptly notify FrillPay of any subsequent changes to such policy.

6. CHANGE NOTIFICATION AND OBJECTION

6.1. FrillPay reserves the right to amend the terms of this Agreement from time to time. Any proposed changes to this Agreement will be communicated to the Merchant through a "Change Notice."

6.2. A Change Notice may be issued by FrillPay via letter to the current or last known trading address of the Merchant, the Merchant's registered office, or by email.

6.3. Upon receipt of a Change Notice, the Merchant has the opportunity to raise an objection to the proposed changes within a stipulated time frame as specified in the Change Notice.

6.4. If no Objection Notice is received by FrillPay within the stipulated time frame, the Merchant is deemed to have accepted the proposed changes.

6.5. If the Merchant objects to the proposed changes, FrillPay will review the objections in good faith and engage in a discussion with the Merchant to reach a mutually agreeable resolution.

6.6. The Merchant retains the right to terminate this Agreement with immediate effect at any time and without incurring any charges after receiving a Change Notice and before the changes outlined in the Change Notice become effective.

7. FRILLPAY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING:

- Malfunction or improper functioning of hardware, software, or internet connections.
- Suspension or refusal to accept payments that FrillPay reasonably believes to be fraudulent or lacking proper authorization.
- Payment instructions that contain incorrect or improperly formatted information.
- Unforeseen circumstances that prevent proper performance, despite reasonable precautions taken by FrillPay. Such circumstances may include, but are not limited to, acts of God, power outages, fire, flood, theft, equipment breakdowns, hacking attacks, internal mechanical or systems failures, as well as downtimes of the FrillPay Website.
- In Witness Whereof, the Parties hereto have executed this Agreement as of the effective date first above written.

9. EXCEPTIONS TO CONFIDENTIALITY

During the term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other party's Confidential Information to its employees, consultants, advisors or independent contractors with a need to know and will not disclose the other party's Confidential Information to any third party without the prior written approval of the other party.

The confidentiality obligations shall not apply to information that (i) is or becomes public knowledge through no action or fault of the other party; (ii) is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or (iv) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

9. CONTRACT FOR COMMISSION STRUCTURE FOR [MERCHANT-NAME]

9.1. SERVICES PROVIDED

PSP Provider (FrillPay) agrees to provide Merchant with payment processing services through its payment gateway for the purpose of enabling the Merchant's customers to Deposit and Withdraw funds on the [MERCHANT-NAME] platform.

9.2. TRANSACTION FEES

a. Deposit Fees: PSP Provider shall charge a fee of [x.xx]% on all deposits made through its payment gateway until the monthly transaction volume reaches \$[xxxxxx], after which the fee shall be reduced to [x.xx]%.

b. Withdrawal Fees: PSP Provider shall charge a fee of [x.xx]% on all withdrawals made through its payment gateway.

9.3. SETTLEMENT

a. PSP Provider will settle the collected funds to Merchant using USDT, Skrill, Neteller, or Perfect Money, subject to a charge of [x.xx]% of the total amount plus prevailing exchange rates.

b. Settlements will be made after withholding [x.xx]% of the total amount for [xx] days, after which the withheld amount will be returned to the Merchant.

9.4. TRANSACTION LIMITS

a. Minimum Transaction Amount: The minimum deposit/withdrawal amount for a single transaction shall be \$[xx].

b. Maximum Transaction Amount: The maximum deposit/withdrawal amount for a single transaction shall be \$[xxxxx].

9.5. REFUNDS

Refunds will be processed only for payments made through third-party services, subject to a refund fee of [x.xx]% of the transaction amount.

9.6. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of all transaction-related information and customer data exchanged during the provision of services under this Agreement.

9.7. TERMINATION

Either Party may terminate this Agreement with written notice to the other Party if there is a material breach of any provision of this Agreement by the other Party. Termination shall be effective 30 days after the receipt of the notice.

9.8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written, between the Parties relating thereto.

Please confirm the acceptance of the above agreement by signing and returning a copy of this agreement to us to proceed further.

MR. JOHN RICHARD
(MANAGING DIRECTOR)

FOR MERCHANT INPUT	
SIGN HERE:	_____
[Authorized Signatory Name]:	_____
[Authorized Signatory Position]:	_____