

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into on the date of the Seller's registration on **PremierFurniturePH.store**, by and between:

PremierFurniturePH.store, a company duly registered and existing under the laws of the Philippines, hereinafter referred to as the "Platform Administrator";

AND

Any individual or business entity that registers as a seller on PremierFurniturePH.store, hereinafter referred to as the "Seller."

1. SCOPE OF AGREEMENT

1.1 The Seller agrees to list and sell furniture products exclusively through the Platform.

1.2 The Platform Administrator shall provide the necessary tools and services to facilitate the transactions, including a platform to display products, manage orders, and assist with basic customer interactions.

1.3 The Seller is responsible for ensuring all product listings comply with the Platform's guidelines.

2. PAYMENT TRANSACTIONS

2.1 All customer payments shall be processed directly by the Seller through the Seller's provided QR code payment system. The Platform Administrator shall not process payments on behalf of the Seller.

2.2 The Seller shall ensure the QR code payment system is functional, accurate, and updated.

2.3 Any disputes or issues related to payments, refunds, or financial transactions are the sole responsibility of the Seller and the Customer. The Platform Administrator shall bear no responsibility for resolving financial disputes.

2.4 The Platform Administrator strongly encourages the Seller to maintain clear and transparent payment and refund policies for the benefit of customers.

3. SELLER RESPONSIBILITIES

3.1 The Seller is responsible for providing accurate and detailed product listings, including high-quality images, descriptions, dimensions, and correct pricing.

3.2 The Seller shall handle all aspects of packaging, shipping, delivery, and customer service.

3.3 The Seller agrees to comply with all applicable laws and Platform policies, including those related to consumer protection, intellectual property, and fair business practices.

3.4 The Seller must provide and maintain a valid QR code for payment processing and ensure its accuracy at all times.

3.5 The Seller shall establish and display a return and refund policy on the Platform.

4. PLATFORM ADMINISTRATOR RESPONSIBILITIES

4.1 The Platform Administrator shall maintain the functionality and user accessibility of the Platform.

4.2 The Platform Administrator shall not be responsible for processing payments, issuing refunds, or resolving financial disputes between the Seller and the Customer.

4.3 The Platform Administrator is not liable for product quality, shipping, delivery issues, or any disputes between the Seller and the Customer.

5. FEES AND COMMISSIONS

5.1 The Seller agrees to pay the Platform Administrator a commission of [__%] per completed sale, as per the agreed-upon terms.

5.2 The Seller shall ensure that commission payments are made promptly, according to the payment schedule agreed upon between the Seller and the Platform Administrator.

5.3 Failure to pay commissions may result in account suspension or termination.

6. TERM AND TERMINATION

6.1 This Agreement shall remain in effect from the Seller's registration date until terminated by either party with [30] days' prior written notice.

6.2 The Platform Administrator may suspend or terminate a Seller's account at any time for violating this Agreement, Platform policies, or applicable laws.

6.3 Upon termination of this Agreement, the Seller's account shall be deactivated, and all product listings shall be removed from the Platform.

7. DISPUTE RESOLUTION

7.1 The Seller and Platform Administrator agree to resolve any disputes through good-faith negotiations.

7.2 If disputes remain unresolved after negotiations, both parties agree to submit the dispute to arbitration in [City], Philippines, in accordance with the rules of the [Arbitration Body].

8. GENERAL PROVISIONS

8.1 This Agreement constitutes the entire understanding between the Seller and Platform Administrator concerning the subject matter hereof.

8.2 If any provision of this Agreement is deemed invalid, the remaining provisions shall remain in effect.

8.3 Neither party shall be held liable for delays or failures in performance caused by events beyond their reasonable control, including acts of God, natural disasters, or government regulations ("force majeure").

9. PRODUCT LISTING AND COMPLIANCE

9.1 The Seller shall ensure that all product listings include accurate descriptions, images, pricing, and dimensions.

9.2 The Seller agrees not to list counterfeit, illegal, or restricted items as per Platform guidelines and applicable laws.

10. RETURN AND REFUND POLICY

10.1 The Seller shall establish and communicate a clear return and refund policy to the Customer, which complies with applicable consumer protection laws.

10.2 The Seller is solely responsible for processing refunds and handling return requests.

10.3 The Platform Administrator shall bear no responsibility for disputes or issues related to refunds or returns between the Seller and the Customer.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 The Seller warrants that they hold the necessary rights to use the product images, descriptions, and other intellectual property used in their listings.

11.2 The Platform Administrator reserves the right to remove any content found to violate copyright, trademark laws, or Platform policies.

12. DATA PRIVACY AND SECURITY

12.1 The Seller agrees to comply with all applicable data privacy laws, including the Philippine Data Privacy Act and, if applicable, the General Data Protection Regulation (GDPR).

12.2 The Seller is responsible for safeguarding customer information and shall not use it for any purpose other than completing orders.

12.3 The Platform Administrator shall not be held liable for data breaches or security incidents resulting from the Seller's negligence.

IN WITNESS WHEREOF, the parties agree to the terms of this Agreement upon the Seller's registration on the Platform.

PremierFurniturePH.store

By: **Joshua M. Bais**



Signature: _____

Authorized Representative

Date: **March 01, 2025**

Seller

By: _____

Signature: _____

Authorized Representative

Date: _____