

FABILIVE SUB-MERCHANT AGREEMENT FOR DELIVERY COMPANIES

This Agreement is made and entered into by and between: **FabiLive**, an online marketplace platform (hereinafter referred to as the “**Platform**”), and the undersigned **Delivery Company** (hereinafter referred to as the “**Company**”), collectively referred to as the “**Parties**.”

1. Purpose

This Sub-Merchant Agreement outlines the rights, duties, responsibilities, and liabilities of the Delivery Company under the FabiLive platform. The Company is hereby authorized to act as a registered sub-merchant for the purpose of delivering items purchased by buyers through the FabiLive online marketplace.

2. Assignment of Delivery Orders

- Once a seller assigns and dispatches an item via the FabiLive platform, the Company may receive the delivery order for acceptance.
- By accepting the delivery task, the Company enters into a binding obligation to deliver the item to the designated buyer in a timely and secure manner.
- The delivery assignment becomes legally enforceable upon acceptance, and the Company must ensure the delivery is fulfilled according to the law and platform standards.

3. Obligations and Legal Responsibility

- The Company must ensure that all assigned packages are delivered safely and successfully to the buyer.
- Any failure to deliver a package without valid justification shall be considered a breach of this Agreement and may be actionable under civil or criminal law, depending on the nature of the failure.
- The Company may be required to reimburse FabiLive or the Seller for any loss, damage, or dispute arising from failure, negligence, or deliberate misconduct by its staff or representatives.
- The Company has no rights to open or tamper with any package; doing this may be actionable under civil or criminal law. In the same way, the package was handed to you by the seller, it should be delivered to the buyer without breaking the seal of the package.

4. Earnings and Fee Entitlement

- Upon acceptance and successful delivery of a dispatched item, the Company shall receive 100% of the allocated shipping fee associated with that package.
- The fee is guaranteed and paid by either the Seller or the Buyer, as clearly indicated in the delivery order.
- The Company will only be entitled to this shipping fee upon marking the delivery status as “**Delivered**” within the FabiLive platform.

5. Flexible Withdrawal and Payment Terms

- The shipping fees earned by the Company will be credited to its FabiLive account balance after the delivery status is confirmed.
- The Company may withdraw funds from its wallet at any time using preferred withdrawal methods, including but not limited to Mobile Money and Bank Transfer.
- Withdrawals are designed to be fast and flexible to support the Company's ability to complete more deliveries efficiently.
- When the Company request a withdrawal, payout will be successful to the payment details provided within 30 minutes to 24 hours timeframe maximum.

6. Delivery Timeframe

- All delivery tasks must be completed within **1 to 3 days** from the time of assignment.
- Any unreasonable delay may result in penalties, cancellation of the order, or suspension of Company privileges.

7. Platform Use and Monitoring

- The Company shall use its secure FabiLive business account to manage all delivery tasks and financial transactions.
- FabiLive reserves the right to audit, suspend, or terminate accounts involved in suspicious, fraudulent, or unethical behavior.

8. Termination

- This Agreement may be terminated by either party at any time with written notice.
 - Termination does not affect any pending obligations, including deliveries that must still be fulfilled.
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- **9. Legal Standing and Dispute Resolution**

- This Agreement is legally binding under applicable local commercial laws.
- In the event of a dispute, the matter shall be handled first through internal resolution by FabiLive. If unresolved, the Parties may proceed with mediation, arbitration, or legal action.

10. Acknowledgment and Acceptance

By signing this Agreement or accepting it electronically on the FabiLive platform, the Company confirms that it has read, understood, and agreed to all terms stated herein. This includes the understanding that failure to deliver without just cause may carry legal and financial consequences.

IN WITNESS WHEREOF, the parties hereby agree to this Agreement as of the date signed.

Fabilive Online Marketplace



Delivery Agent - Sub-Merchant (please fill out correct information)

Company name: _____

Company location: _____

Name of Representative: _____

1st Contact Phone number: _____

Emergency Phone number: _____

Signature: _____

Date: _____

YOU MUST COMPLETE ANY DELIVERY ASSIGNED TO YOU BY THE SELLER TO GAIN MORE CREDITS PROMPTLY. YOU WILL EARN REGULARLY WITH YOUR FABILIVE ACCOUNT.