

Flower Hub Malaysia Vendor Terms & Conditions

Flower Hub Malaysia 商家入驻条款

Platform / 平台名称	Flower Hub Malaysia
Operated by / 运营公司	Fafa Malaysia Flower Hub
Document Type / 文件类型	Vendor Terms & Conditions 商家入驻条款

These Vendor Terms & Conditions (“Terms”) set out the rules and responsibilities for vendors who register, list products, receive orders, or sell through Flower Hub Malaysia, a floral marketplace operated by Fafa Malaysia Flower Hub.

本商家入驻条款(“条款”)说明所有通过 Flower Hub Malaysia 注册、上架商品、接收订单或销售商品的商家所需遵守的规则与责任。Flower Hub Malaysia 由 Fafa Malaysia Flower Hub 运营。

By registering as a vendor, submitting product listings, accepting orders, or using the Flower Hub Malaysia platform, the Vendor agrees to be bound by these Terms.

商家注册成为平台商家、提交商品上架资料、接受订单或使用 Flower Hub Malaysia 平台, 即表示同意受本条款约束。

1. Platform Role

1. 平台角色

Flower Hub Malaysia is a Malaysia-based floral marketplace that allows customers to discover, compare, and order floral products from different vendors across Malaysia.

Flower Hub Malaysia 是一个马来西亚花艺市场平台, 让顾客可以在线浏览、比较并向全马不同商家下单购买花礼。

Flower Hub Malaysia provides marketplace access, product listing space, platform marketing support, order system, customer-facing platform experience, and related support services.

Flower Hub Malaysia 提供市场入口、商品上架空间、平台营销支持、订单系统、顾客端平台体验及相关支持服务。

Flower Hub Malaysia does not own, prepare, or physically fulfil the floral products listed by vendors unless otherwise stated.

除非另有说明, Flower Hub Malaysia 不拥有、不制作, 也不实际履行商家上架的花礼商品。

1.1. Independent Vendor Relationship

独立商家关系

The Vendor is an independent business operator and is not an employee, agent, legal representative, franchisee, or joint venture partner of Flower Hub Malaysia.

商家为独立经营者, 并非 Flower Hub Malaysia 的员工、代理、法律代表、加盟商或合作伙伴。

The Vendor is responsible for managing its own business operations, product preparation, staff, materials, tools, delivery arrangements, and any applicable tax obligations.

商家需自行负责其业务运营、商品制作、员工、材料、工具、配送安排及任何适用的税务责任。

2. Acceptance of Agreement / 接受本协议

2.1 By signing this Agreement, submitting it through the Platform, selecting a Vendor Plan or using the Vendor Dashboard, the Vendor confirms that the Vendor has read, understood and agreed to be bound by this Agreement.

商家一经签署本协议、通过平台提交本协议、选择商家方案或使用商家后台, 即确认已阅读、理解并同意受本协议约束。

2.2 If the Vendor is a company, partnership or other business entity, the person signing this Agreement confirms that he or she has authority to bind that entity.

如商家为公司、合伙企业或其他商业实体, 签署人确认其有权代表并使该实体受本协议约束。

2.3 Vendor registration is subject to review and approval by Flower Hub. Submission of an application does not guarantee approval.

商家注册须经 Flower Hub 审核及批准; 提交申请不代表必然获批。

2.4 Flower Hub may request additional identification, business registration, bank, product or delivery information before approving or maintaining a Vendor account.

Flower Hub 可在批准商家账号前或账号持续使用期间, 要求商家补充身份证明、商业注册、银行、商品或配送资料。

3. Definitions / 定义

For this Agreement / 在本协议中：

- a. “Approval Date” / “批准日期”** means the date on which Flower Hub approves the Vendor account. / 指 Flower Hub 批准商家账号之日。
- b. “Business Hours” / “营业时间”** means the operating hours declared by the Vendor in the Vendor Dashboard. / 指商家在商家后台所申报的营业时间。
- c. “Customer” / “顾客”** means any person who browses, communicates, places an order or makes payment through the Platform. / 指任何通过平台浏览、沟通、下单或付款的人士。
- d. “Delivery Fee” / “配送费”** means any amount charged to the Customer for delivery, whether included in the product price or shown separately during checkout. / 指就配送向顾客收取的任何金额，无论其已包含在商品价格内，或于结账时另行列明。
- e. “Order Total” / “订单总额”** means the total amount paid by the Customer for an order, including product price, selected add-ons and Delivery Fee, but excluding any amount separately identified as a Platform-funded discount. / 指顾客就订单实际支付的总金额，包括商品价格、所选附加项目及配送费，但不包括明确标示为由平台承担的折扣金额。
- f. “Successful Order” / “成功成交订单”** means an order that has been paid for, accepted by the Vendor, fulfilled, delivered or collected, marked as completed and is not subject to cancellation, refund, chargeback or payment dispute. / 指已付款、已获商家接受、已完成制作及履约、已配送或取货、系统已标记为完成，且不涉及取消、退款、拒付或付款争议的订单。
- g. “Vendor Content” / “商家内容”** means all product photographs, videos, logos, descriptions, prices, business information and other materials provided or uploaded by the Vendor. / 指商家提供或上传的所有商品照片、影片、标志、描述、价格、商业资料及其他材料。
- h. “Platform Policies” / “平台政策”** means the policies published on Flower Hub Malaysia, including the Cancellation and Refund Policy, Privacy Policy, product rules, delivery rules and other operational policies. / 指 Flower Hub Malaysia 平台上公布的政策，包括取消与退款政策、隐私政策、商品规则、配送规则及其他运营政策。

4. Vendor Plans / 商家方案

The Vendor shall select one of the following plans:

商家须选择以下其中一项方案：

4.1 Standard Vendor Plan / 标准商家方案

Commission rate: 18% of the Order Total. / 佣金率：订单总额的 18%。

Joining fee: RM0. / 入驻费：RM0。

Monthly fee: RM0. / 月费：RM0。

No minimum fixed-term commitment. / 无最低固定合作期限。

The Vendor may terminate the Standard Vendor Plan by giving Flower Hub at least thirty (30) days' written notice. / 商家可提前至少三十(30)天向 Flower Hub 发出书面通知，以终止标准商家方案。

No early termination damages apply to the Standard Vendor Plan. / 标准商家方案不适用提前终止赔偿。

4.2 Three-Year Partner Plan / 三年合作伙伴方案

Commission rate: 15% of the Order Total, subject to the compliance adjustment under Clause 5.5. / 佣金率：订单总额的 15%，但须受第 5.5 条的履约调整机制约束。

Joining fee: RM0. / 入驻费：RM0。

Monthly fee: RM0. / 月费：RM0。

Minimum commitment period: three (3) years. / 最低合作期限：三(3)年。

The Vendor must comply with the business-hours, product-listing, inventory, availability, order-handling and other obligations stated in this Agreement. / 商家必须遵守本协议所规定的营业时间、商品上架、库存、供应、订单处理及其他义务。

Early termination is subject to Clause 22. / 提前终止须受第 22 条约束。

5. Three-Year Plan Period / 三年方案期限

5.1 The Three-Year Partner Plan begins on the date written by the Vendor on the final page of this Agreement (the "Effective Date").
三年合作伙伴方案自商家在本协议最后一页填写的日期（“生效日期”）起生效。

5.2 The Plan Expiry Date shall be the day immediately before the third anniversary of the Effective Date.

方案届满日期为生效日期第三周年日的前一日。

5.3 The 15% commission rate, RM0 joining fee and RM0 monthly fee shall remain unchanged throughout the valid three-year term unless:

在有效的三年期限内, 15% 佣金率、RM0 入驻费及 RM0 月费均维持不变, 除非:

- a. both Parties agree otherwise in writing; or / 双方另有书面同意; 或
- b. a change is required by applicable law, tax or regulatory authority; or / 适用法律、税务机关或监管机构要求作出变更; 或
- c. the commission rate is adjusted under Clause 5.5 due to the Vendor's continuous non-compliance. / 因商家持续未履约而根据第 5.5 条调整佣金率。

5.4 Changes to general Platform policies shall not retrospectively affect orders placed before the effective date of those changes.

一般平台政策的变更, 不得追溯影响在该变更生效日期前已下达的订单。

5.5 Compliance Adjustment / 履约调整: If a Vendor under the Three-Year Partner Plan fails to comply with one or more material obligations, Flower Hub will contact the Vendor to discuss the issue and request correction. If, after three (3) documented consultation or correction communications sent through WhatsApp or another channel under Clause 31 (including contact attempts not answered by the Vendor), the Vendor still has not corrected the non-compliance within the reasonable time stated in those communications, Flower Hub may issue a final notice through the same channel adjusting the commission rate from 15% to 18%. The adjustment applies only to orders placed on or after the effective date stated in the final notice.

如三年合作伙伴方案的商家未履行一项或多项重大义务, Flower Hub 将联系商家协商并要求整改。若平台已通过 WhatsApp 或第 31 条所列其他渠道进行三 (3) 次有记录的协商或整改沟通 (包括商家未回复的联系尝试), 而商家仍未在沟通列明的合理期限内完成整改, Flower Hub 可通过同一渠道发出最终通知, 将佣金率由 15% 调整为 18%。调整仅适用于最终通知所列生效日期当日或之后下达的订单, 无须另行发出纸本正式信函。

5.6 For Clause 5.5, material obligations include the product-listing requirement, accurate business hours, inventory, availability and order status, the order decision time, proper fulfilment, and the prohibition against private or off-Platform transactions.

就第 5.5 条而言, 重大义务包括商品上架要求、准确更新营业时间、库存、供应及订单状态、遵守订单处理时限、妥善履约, 以及禁止私下或平台外交易。

5.7 An adjustment to 18% under Clause 5.5 does not terminate, shorten or replace the Three-Year Partner Plan. The Vendor remains bound for the balance of the three-year term, and Clause 22 continues to apply to early termination.

根据第 5.5 条调整至 18% 并不终止、缩短或取代三年合作伙伴方案。商家在三年剩余期限内仍受本协议约束, 提前终止仍适用第 22 条。

5.8 The 15% rate shall not be automatically reinstated after an adjustment. Flower Hub may reinstate it only by written confirmation after the non-compliance has been fully remedied.

佣金率调整后不会自动恢复为 15%。商家完全纠正不合规事项后, Flower Hub 方可通过书面确认恢复 15% 佣金率。

6. Commission and Fees / 佣金与费用

6.1 Flower Hub shall charge the commission rate applicable to the Vendor's selected plan.

Flower Hub 将按照商家所选择方案的适用佣金率收取佣金。

6.2 Commission shall be calculated based on the Order Total paid by the Customer, including:

佣金以顾客支付的订单总额为计算基础, 包括:

- a. product price / 商品价格;
- b. selected product options or add-ons / 所选商品选项或附加项目; 以及
- c. Delivery Fee, whether included in the product price or charged separately / 配送费, 无论已包含在商品价格内或另行收取。

6.3 Example / 示例: If the Customer pays RM200 in total, including delivery / 如顾客支付的订单总额 (含配送费) 为 RM200:

15% commission: RM30 / 15% 佣金: RM30

Vendor balance before refunds or adjustments: RM170 / 退款或调整前的商家余额: RM170

6.4 Flower Hub does not charge a joining fee, or product listing fee under the plans stated in this Agreement.

在本协议列明的方案下, Flower Hub 不收取入驻费、或商品上架费。

6.5 Flower Hub shall not introduce any additional Platform fee for an active Three-Year Partner Plan without the Vendor's written agreement, except for taxes or charges required by law.

除法律规定的税项或收费外, 未经商家书面同意, Flower Hub 不得在有效的三年合作伙伴方案期间新增任何平台费用。

6.6 Charges independently imposed by the Vendor's own bank, payment account or currency conversion provider are not fees imposed by Flower Hub and shall be borne by the Vendor.

由商家本身的银行、付款账户服务商或货币兑换服务商独立收取的费用，并非 Flower Hub 收取的平台费用，须由商家自行承担。

6.7 Where an order is fully refunded, no commission shall be payable on the refunded amount.

订单全额退款时，退款金额不收取佣金。

6.8 Where an order is partially refunded, commission shall be recalculated based on the final amount retained for that order.

订单部分退款时，佣金将按该订单最终保留的金额重新计算。

7. Vendor Wallet and Payouts / 商家钱包与提款

7.1 Customer payments shall be collected through the payment facilities made available on the Platform.

顾客付款将通过平台提供的付款设施收取。

7.2 After an order is completed and any applicable payment-clearing or dispute period has passed, the Vendor's balance, after commission and authorised adjustments, shall be credited to the Vendor wallet.

订单完成且任何适用的付款结算或争议期届满后，扣除佣金及获授权的调整金额，其余商家款项将记入商家钱包。

7.3 The Vendor may request withdrawal through the Vendor Dashboard after submitting complete and accurate payout information.

商家提交完整且准确的提款资料后，可通过商家后台申请提款。

7.4 Subject to Clause 7.5, Flower Hub shall approve or reject a complete payout request and, if approved, issue payment instructions within fourteen (14) Working Days after receipt.

在符合第 7.5 条的前提下，Flower Hub 须在收到完整提款申请后十四（14）个工作日内批准或拒绝；如获批准，须在该期限内发出付款指示。

7.5 Flower Hub may temporarily hold a payout where:

在以下情况下，Flower Hub 可暂时保留提款款项：

- a. an order is under cancellation, refund, chargeback or payment investigation / 订单正处于取消、退款、拒付或付款调查中；
- b. the Vendor's identity or payout information requires verification / 商家身份或提款资料需要核实；
- c. there is suspected fraud, prohibited conduct or account misuse / 涉嫌欺诈、违禁行为或滥用账号；
- d. the Vendor has an outstanding amount payable to Flower Hub / 商家尚欠 Flower Hub 款项；或
- e. the hold is required by law or a payment service provider / 法律或付款服务商要求暂时保留款项。

7.6 If a refund or chargeback occurs after the Vendor has received payment, Flower Hub may deduct the relevant amount from the Vendor wallet or future payouts.

如商家收款后发生退款或拒付，Flower Hub 可从商家钱包或未来提款中扣除相关金额。

7.7 If the Vendor wallet has insufficient funds, the Vendor shall reimburse the outstanding amount within seven (7) calendar days after receiving written notice.

如商家钱包余额不足，商家须在收到书面通知后七（7）个日历日内偿还欠款。

8. Vendor Account and Security / 商家账号与安全

8.1 The Vendor must provide accurate, complete and current registration information.

商家必须提供准确、完整及最新的注册资料。

8.2 The Vendor is responsible for:

商家须负责：

- a. protecting account passwords and login details / 保护账号密码及登录资料；
- b. limiting account access to authorised persons / 仅允许获授权人士使用账号；
- c. immediately notifying Flower Hub of unauthorised access / 如发现未经授权的访问，立即通知 Flower Hub；以及
- d. all activity carried out through the Vendor account unless caused by Flower Hub's own security failure / 对通过商家账号进行的所有活动负责，但因 Flower Hub 自身安全故障所造成者除外。

8.3 The Vendor must complete email verification before the account may be approved.

商家须完成电邮验证，账号方可获批。

8.4 Vendor accounts may not be transferred, sold, rented or shared with another business without Flower Hub's written approval.
未经 Flower Hub 书面批准, 商家不得转让、出售、出租商家账号, 或与其他商家共享账号。

9. Product Listing Requirements / 商品上架要求

9.1 Standard Vendor Plan / 标准商家方案. A Vendor under the Standard Vendor Plan must upload at least ten (10) genuine floral product listings within one (1) month after the Approval Date.

标准商家方案的商家, 须在批准日期后的一个(1)月内上架至少十(10)件真实花礼商品。

9.2 Three-Year Partner Plan / 三年合作伙伴方案. A Vendor under the Three-Year Partner Plan must upload at least ten (10) genuine floral product listings within seven (7) calendar days after the Approval Date.

三年合作伙伴方案的商家, 须在批准日期后的七(7)个日历日内上架至少十(10)件真实花礼商品。

9.3 Failure to Meet the Listing Deadline / 未达到上架期限. If a Vendor fails to meet Clause 9.1 or 9.2 and has not notified Flower Hub in writing before the deadline, Flower Hub may delay account activation, suspend affected listings or remove promotional benefits until the requirement is met. The Vendor must submit a new application for an extension or reactivation. For a Three-Year Partner Plan Vendor, the failure may be handled under Clause 5.5 but does not by itself change the 15% rate or end the three-year commitment.

如商家未达到第 9.1 或 9.2 条的上架要求, 且未在期限届满前书面通知 Flower Hub, 平台可延迟账号启用、暂停相关商品或取消推广权益, 直至商家完成要求。商家须重新提交延期或恢复申请。三年合作伙伴方案商家的相关不合规可按第 5.5 条处理, 但不会因此自动改变 15% 佣金率或终止三年承诺。

9.4 Each product listing must include, where applicable: / 每项商品上架资料须在适用情况下包括:

- a. clear and accurate product photographs / 清晰准确的商品照片;
- b. product name and description / 商品名称及描述;
- c. flower or material type / 花材或材料种类;
- d. size, quantity or product variation / 尺寸、数量或商品选项;
- e. price, including the applicable delivery arrangement / 价格及适用的配送安排;
- f. supported delivery areas / 可配送地区;
- g. preparation or preorder period / 制作或预订所需时间;
- h. available delivery dates or time slots / 可配送日期或时段;
- i. substitution notice / 替代花材或材料声明; 以及
- j. other information required by the Platform / 平台要求的其他资料。

9.5 The Vendor must ensure that product information is accurate and not misleading.

商家须确保商品资料准确且不具误导性。

9.6 The Vendor must promptly update, hide or remove products that are unavailable, out of stock or no longer offered.

对无法供应、缺货或不再销售的商品, 商家须及时更新、隐藏或下架。

9.7 Product photographs must reasonably represent the product the Customer will receive.

商品照片须合理反映顾客实际将收到的商品。

9.8 The Vendor must not upload:

- a. stolen or unauthorised photographs / 盗用或未经授权的照片;
- b. another florist's work without permission / 未经许可使用的其他花艺师作品;
- c. misleading edited images / 具有误导性的修图;
- d. contact details intended to move Customers away from the Platform / 旨在把顾客引导至平台外的联络资料;
- e. QR codes, external payment information or social media handles intended for private transactions / 旨在进行私下交易的二维码、外部付款资料或社交媒体账号; 或
- f. unlawful, unsafe or prohibited products / 违法、不安全或受禁止的商品。

9.9 Flower Hub may approve, reject, suspend, request changes to or remove any listing that does not comply with this Agreement or Platform Policies.

对于不符合本协议或平台政策的商品上架内容, Flower Hub 可予以批准、拒绝、暂停、要求修改或删除。

10. Product Quality and Substitution / 商品品质与替代

10.1 The Vendor is solely responsible for the quality, freshness, safety, workmanship and condition of all products supplied.

商家须对所供应商品的品质、新鲜度、安全、制作工艺及状态承担全部责任。

10.2 Fresh flowers and natural materials may vary due to season, availability, colour, size and natural characteristics.

鲜花及天然材料可能因季节、供应情况、颜色、尺寸及天然特性而有所差异。

10.3 The Vendor may substitute unavailable flowers or materials only where:

商家仅可在以下情况下替换无法供应的花材或材料：

- a. the substitute is reasonably similar in colour, value and overall style / 替代品在颜色、价值及整体风格上合理相近；
- b. the overall quality and value are not reduced / 整体品质及价值没有降低；以及
- c. the substitution complies with the product description and Platform policy / 替代安排符合商品描述及平台政策。

10.4 For a material change affecting the main flower, main colour palette, product type, size or overall appearance, the Vendor must obtain the Customer's approval through the Platform before proceeding.

如替代会实质影响主花材、主要色系、商品类型、尺寸或整体外观，商家必须先通过平台取得顾客同意，方可继续制作。

10.5 The Vendor shall not use substitution as a reason to provide a materially lower-value product.

商家不得以替代为由提供价值明显较低的商品。

11. Account and Availability Management / 账号及营业资料管理

11.1 The Vendor must keep its declared Business Hours, product listings, inventory, product availability, delivery coverage and order-processing status accurate and current.

商家须确保其申报的营业时间、商品资料、库存、供应情况、配送范围及订单处理状态准确并保持最新。

11.2 During declared Business Hours, the Vendor must monitor the Vendor Dashboard and registered email with reasonable frequency for new orders, Customer messages and Platform notices requiring action.

在申报的营业时间内，商家须以合理频率查看商家后台及注册电邮，以接收新订单、顾客信息及需要采取行动的平台通知。

11.3 The Vendor must promptly update, hide or mark unavailable any item that is out of stock or cannot be fulfilled.

如商品缺货或无法履约，商家须及时更新、隐藏或标示为无法供应。

11.4 If the Vendor temporarily pauses operations, the Vendor must update its Business Hours and activate any available holiday, days-off or temporary closure setting.

如商家暂时停止营业，须更新营业时间，并启用平台提供的休假、休息日或暂时关闭功能（如有）。

11.5 If advance updating is impossible due to an emergency, the Vendor must update the Platform and notify Flower Hub as soon as reasonably possible.

如因紧急情况无法提前更新，商家须在合理可行的情况下尽快更新平台并通知 Flower Hub。

11.6 Repeated failure to maintain accurate Business Hours, inventory, availability or order-processing status may constitute material non-compliance and may be addressed through the consultation and correction process in Clause 5.5.

商家多次未能保持营业时间、库存、供应情况或订单处理状态准确，可构成重大不合规，并可按照第 5.5 条的协商及整改程序处理。

12. Order Acceptance and Response Time / 订单接受与回应时间

12.1 The Vendor must accept or reject a new order within three (3) hours during the Vendor's declared Business Hours.

商家须在其申报的营业时间内，于收到新订单后三（3）小时内接受或拒绝订单。

12.2 If an order is received outside Business Hours, the three-hour period begins when the Vendor's next Business Hours commence.

如订单在营业外时间收到，三小时时限自商家下一段营业时间开始时起算。

12.3 For an accepted order, the Vendor shall click "Order Created" in the Vendor Dashboard. For a rejected order, the Vendor shall select the applicable rejection option. Once the relevant action is recorded, the Platform shall automatically notify the Customer through the Platform.

接受订单时，商家须在商家后台点击“Order Created”；拒绝订单时，商家须选择相应的拒绝选项。相关操作记录后，平台将自动通过平台通知顾客。

12.4 The Vendor must not accept an order it cannot reasonably fulfil. If rejecting an order, the Vendor must provide an accurate reason through the Platform.

商家不得接受无法合理完成的订单；如拒绝订单，须通过平台提供真实准确的理由。

12.5 Repeated late decisions, failure to accept or reject, or unreasonable rejection of orders may result in:

如商家多次延迟决定、没有接受或拒绝订单，或无合理原因拒绝订单，平台可采取以下措施：

- a. product suspension / 暂停商品；
- b. reduced Platform exposure / 减少平台曝光；
- c. temporary account suspension / 暂停账号；
- d. removal of promotional benefits / 取消推广权益；或
- e. termination for material breach / 因重大违约而终止协议。

12.6 Three (3) unexcused failures to accept or reject within thirty (30) calendar days may be treated as repeated non-compliance.

商家在三十（30）个日历日内无正当理由由三（3）次未在规定时间内接受或拒绝订单，可被视为重复不合规。

13. Order Fulfilment / 订单履约

13.1 The Vendor is responsible for preparing and fulfilling accepted orders according to:

商家须按照以下内容制作并完成已接受的订单：

- a. the product listing / 商品上架资料；
- b. Customer-approved variations / 顾客已同意的调整；
- c. selected delivery date and time slot / 所选配送日期及时段；
- d. selected delivery address / 所选配送地址；以及
- e. applicable Platform Policies / 适用的平台政策。

13.2 The Vendor must update the order status accurately and promptly.

商家须准确并及时更新订单状态。

13.3 The Vendor must retain reasonable proof of fulfilment, including where applicable:

商家须保留合理的履约证明，包括在适用情况下：

- a. completed product photograph / 完成品照片；
- b. delivery receipt / 配送收据；
- c. recipient acknowledgement / 收件人确认；
- d. collection confirmation / 取货确认；或
- e. delivery tracking information / 配送追踪资料。

13.4 Flower Hub may request such evidence when investigating an order complaint, refund, chargeback or dispute.

Flower Hub 在调查订单投诉、退款、拒付或争议时，可要求商家提供上述证明。

13.5 The Vendor must retain relevant fulfilment evidence for at least ninety (90) days after completion of the order.

商家须在订单完成后至少保存相关履约证明九十（90）天。

14. Delivery Responsibilities / 配送责任

14.1 Unless expressly arranged by Flower Hub in writing, the Vendor is responsible for arranging delivery or collection.

除非 Flower Hub 另有明确书面安排，配送或取货均由商家负责安排。

14.2 The Vendor must ensure that delivery charges, supported locations and delivery limitations are clearly stated.

商家须清楚列明配送费用、可配送地点及配送限制。

14.3 The Vendor is responsible for the acts and omissions of any rider, courier, employee or delivery service appointed by the Vendor.

商家须对其委任的骑手、快递员、员工或配送服务商的作为及不作为负责。

14.4 The Vendor may contact the Customer or recipient only where reasonably necessary to:

商家仅可在合理必要的情况下，为以下目的联系顾客或收件人：

- a. confirm product customisation / 确认商品定制内容；
- b. coordinate delivery or collection / 协调配送或取货；
- c. locate the delivery address / 确认配送地址位置；

d. confirm recipient availability / 确认收件人是否方便收件;或

e. resolve an active order issue / 处理进行中的订单问题。

14.5 Any permitted communication must relate only to the Platform order and must not be used to advertise, solicit or arrange private transactions.

任何获准的联系仅限于相关平台订单,不得用于广告、招揽顾客或安排私下交易。

14.6 The Vendor must not disclose surprise-gift information to the recipient unless necessary for delivery.

除非配送所必需,商家不得向收件人透露惊喜礼物的相关资料。

14.7 Where delivery fails because of an incorrect address, unavailable recipient, restricted access or other Customer-related reason, the applicable Cancellation and Refund Policy shall apply.

如因地址错误、收件人不在、地点限制进入或其他与顾客有关的原因导致配送失败,应适用相关取消与退款政策。

15. No Private or Off-Platform Transactions / 禁止私下或平台外交易

15.1 The Vendor must not use the Platform, Vendor Dashboard, Customer messages or Customer information to avoid Platform commission.

商家不得利用平台、商家后台、顾客信息或顾客资料规避平台佣金。

15.2 The Vendor must not:

商家不得:

- a. request or encourage direct bank transfer, cash payment or payment through another platform / 要求或鼓励顾客直接银行转账、现金付款或通过其他平台付款;
- b. ask the Customer to cancel a Platform order and reorder privately / 要求顾客取消平台订单后私下重新下单;
- c. send personal payment links, QR codes or bank details / 发送私人付款链接、二维码或银行资料;
- d. redirect the Customer to WhatsApp, Instagram, Facebook or another channel for the purpose of completing payment privately / 为私下完成付款而把顾客引导至 WhatsApp、Instagram、Facebook 或其他渠道;
- e. offer a lower price in exchange for an off-Platform transaction / 以较低价格换取平台外交易;或
- f. use Customer information obtained from the Platform for unrelated sales or marketing / 将从平台取得的顾客资料用于与该订单无关的销售或营销。

15.3 Contact outside the Platform is permitted only for genuine product preparation, delivery, collection or recipient coordination.

仅为真实的商品制作、配送、取货或收件协调目的,方可在平台外联系顾客或收件人。

15.4 Where Flower Hub has reasonable evidence of an off-Platform transaction arising from a Platform enquiry or order, Flower Hub may:

如 Flower Hub 有合理证据证明,由平台询问或订单引发了平台外交易, Flower Hub 可:

- a. charge the commission that would have been payable / 收取原应支付的佣金;
- b. suspend or terminate the Vendor account / 暂停或终止商家账号;
- c. withhold payouts reasonably connected to the investigation / 暂时保留与调查合理相关的提款款项;以及
- d. treat the conduct as a material breach of the Agreement / 将该行为视为本协议的重大违约。

16. Customer Communication / 顾客沟通

16.1 The Vendor must communicate professionally and promptly.

商家须以专业方式及时沟通。

16.2 The Vendor must not send abusive, discriminatory, threatening, deceptive or inappropriate messages.

商家不得发送侮辱性、歧视性、威胁性、欺骗性或不当信息。

16.3 The Vendor must not misrepresent the Vendor's identity, products, delivery coverage or relationship with Flower Hub.

商家不得虚假陈述其身份、商品、配送范围或与 Flower Hub 的关系。

16.4 Flower Hub may review Platform communications where reasonably necessary for customer support, safety, fraud prevention, order disputes or enforcement of this Agreement.

在为顾客服务、安全、预防欺诈、处理订单争议或执行本协议而合理必要的情况下, Flower Hub 可查阅平台内的沟通记录。

17. Cancellation, Refunds and Chargebacks / 取消、退款与拒付

17.1 All cancellations and refunds shall be handled according to the Flower Hub Malaysia Cancellation and Refund Policy published on the Platform.

所有取消及退款均须按照平台公布的 Flower Hub Malaysia 取消与退款政策处理。

17.2 The version of the Cancellation and Refund Policy in effect when the Customer places the order shall apply to that order.

订单应适用顾客下单时有效的取消与退款政策版本。

17.3 The Vendor must not independently promise or issue a refund outside the Platform without Flower Hub's approval.

未经 Flower Hub 批准, 商家不得自行在平台外承诺或发放退款。

17.4 Where a cancellation or refund results from:

如取消或退款因以下情况所导致:

- a. Vendor rejection after acceptance / 商家接受订单后再拒绝;
- b. late preparation or delivery / 延迟制作或配送;
- c. non-delivery / 未配送;
- d. materially incorrect product / 商品与订单存在重大不符;
- e. poor quality / 品质不良;
- f. unauthorised substitution / 未经同意进行替代;或
- g. another breach by the Vendor / 商家其他违约行为,

the Vendor shall bear the relevant refund, chargeback, redelivery or reasonable resolution cost.

商家须承担相关退款、拒付、重新配送或合理解决费用。

17.5 Where a cancellation results solely from the Customer's change of mind or Customer-provided incorrect information, the applicable Cancellation and Refund Policy shall determine the amount refundable.

如取消完全因顾客改变主意或顾客提供错误资料所导致, 可退金额应按照适用的取消与退款政策确定。

17.6 The Vendor must provide requested information or evidence concerning a dispute within three (3) calendar days, or within a shorter reasonable period where the delivery date is approaching.

商家须在三(3)个日历日内提供平台要求的争议资料或证据;如配送日期临近, 平台可要求商家在较短的合理期限内提供。

17.7 Flower Hub may deduct an approved refund or chargeback from the Vendor wallet or future payouts.

Flower Hub 可从商家钱包或未来提款中扣除已批准的退款或拒付金额。

18. Promotions, Vouchers and Discounts / 促销、优惠券与折扣

18.1 The Vendor may create or participate in promotions, vouchers, campaigns or discounts through available Platform tools.

商家可通过平台提供的工具建立或参与促销、优惠券、活动或折扣。

18.2 Vendor-funded discounts shall be deducted from the Vendor's portion of the order.

由商家承担的折扣将从商家在该订单所得的款项中扣除。

18.3 Any discount funded or introduced by Flower Hub without the Vendor's prior written agreement shall be borne entirely by Flower Hub, shall not reduce the Vendor's balance, and shall be excluded from the calculation of commission.

凡由 Flower Hub 承担或在未经商家事先书面同意的情况下推出的折扣, 均由 Flower Hub 全额承担, 不得减少商家余额, 也不计入佣金计算。

18.4 Flower Hub shall not require the Vendor to participate in a Vendor-funded campaign without the Vendor's prior agreement.

未经商家事先同意, Flower Hub 不得要求商家参加由商家承担费用的活动。

18.5 Promotional placement, homepage exposure, banners, campaigns, blog features, social media content and advertising are subject to:

推广位置、首页曝光、横幅广告、活动、博客推荐、社交媒体内容及广告安排取决于:

- a. the Vendor's selected plan / 商家所选方案;
- b. product suitability / 商品适合度;
- c. campaign theme / 活动主题;
- d. content quality / 内容品质;

e. availability of promotional space / 推广位置是否可用; 以及

f. Flower Hub's editorial and operational discretion / Flower Hub 的编辑及运营判断。

18.6 Flower Hub does not guarantee any monthly or minimum number of views, enquiries, orders, revenue or promotional placements, including main banners, unless separately agreed in writing.

除非另有书面约定, Flower Hub 不保证每月或任何最低浏览量、询问量、订单量、营业额或推广次数, 包括主横幅安排。

19. Vendor Content and Intellectual Property / 商家内容与知识产权

19.1 The Vendor retains ownership of Vendor Content owned by the Vendor.

商家继续拥有其本身所拥有的商家内容。

19.2 The Vendor grants Flower Hub a non-exclusive, royalty-free, worldwide licence during the Agreement and for a reasonable archival period afterward to:

商家授予 Flower Hub 一项非独家、免版税、全球适用的许可, 允许 Flower Hub 在本协议有效期间及其后合理的存档期间:

- a. display Vendor Content on the Platform / 在平台展示商家内容;
- b. resize, crop, format or adapt Vendor Content for technical presentation / 为技术展示需要调整尺寸、裁剪、格式化或适配商家内容;
- c. use Vendor Content in Flower Hub campaigns, banners, blogs, advertising and social media / 在 Flower Hub 的活动、横幅、博客、广告及社交媒体中使用商家内容; 以及
- d. identify and promote the Vendor and its products / 识别并推广商家及其商品。

19.3 Where reasonably practicable, Flower Hub shall identify or tag the Vendor when using Vendor Content for individual promotional features.

在合理可行的情况下, Flower Hub 使用商家内容进行个别推广时, 应注明或标记商家。

19.4 The Vendor confirms that the Vendor owns or has permission to use all Vendor Content.

商家确认其拥有所有商家内容, 或已取得使用该等内容的许可。

19.5 The Vendor shall be responsible for claims arising from unauthorised use of third-party photographs, logos, trademarks or copyrighted materials supplied by the Vendor.

如因商家所提供的第三方照片、标志、商标或受版权保护材料未经授权使用而引起索赔, 商家须承担责任。

19.6 Flower Hub retains ownership of the Platform, software, brand, logo, layout, campaign materials and other content created by Flower Hub.

Flower Hub 保留对平台、软件、品牌、标志、版面、活动材料及 Flower Hub 所创作其他内容的所有权。

20. Personal Data and Confidentiality / 个人资料与保密

20.1 The Vendor may access Customer personal data only to fulfil Platform orders.

商家仅可为完成平台订单而接触顾客个人资料。

20.2 Customer personal data may include names, telephone numbers, addresses, delivery instructions, messages, photographs and recipient information.

顾客个人资料可包括姓名、电话号码、地址、配送指示、信息、照片及收件人资料。

20.3 The Vendor must:

商家必须:

- a. use Customer data only for the relevant order / 仅为相关订单使用顾客资料;
- b. restrict access to authorised personnel / 仅允许获授权人员接触;
- c. apply reasonable security measures / 采取合理的安全措施;
- d. not sell, share or disclose Customer data unnecessarily / 不得出售、不必要地分享或披露顾客资料;
- e. not use Customer data for independent marketing / 不得将顾客资料用于商家自行开展的营销;
- f. delete or securely dispose of Customer data when no longer required, subject to legal recordkeeping obligations / 在不再需要时删除或安全销毁顾客资料, 但须遵守法定记录保存义务; 以及
- g. comply with the Personal Data Protection Act 2010 and applicable amendments / 遵守《2010 年个人资料保护法》及其适用修订。

20.4 The Vendor must notify Flower Hub within twenty-four (24) hours after discovering any actual or suspected:

商家在发现以下任何实际发生或疑似发生的情况后, 须在二十四(24)小时内通知 Flower Hub:

- a. loss of Customer data / 顾客资料遗失;
- b. unauthorised access / 未经授权的访问;
- c. unauthorised disclosure / 未经授权的披露;
- d. account compromise / 账号被入侵;或
- e. personal data breach / 个人资料泄露。

20.5 The Vendor shall reasonably cooperate with Flower Hub in investigating, containing and reporting a data breach.

商家须合理配合 Flower Hub 调查、控制及通报个人资料泄露事件。

20.6 The Vendor must keep confidential all non-public commercial, technical, customer and operational information received from Flower Hub.

商家须对从 Flower Hub 获得的所有非公开商业、技术、顾客及运营资料保密。

20.7 These confidentiality and data-protection obligations continue after termination of the Agreement.

本条的保密及资料保护义务在本协议终止后继续有效。

21. Compliance with Laws / 遵守法律

21.1 The Vendor must comply with all laws, regulations, licences and approvals applicable to the Vendor's business and products.

商家须遵守适用于其业务及商品的一切法律、法规、执照及批准要求。

21.2 The Vendor is responsible for:

商家须负责:

- a. business registration / 商业注册;
- b. product legality and safety / 商品的合法性及安全;
- c. tax reporting / 税务申报;
- d. employment and contractor obligations / 雇佣及承包商义务;
- e. delivery compliance / 配送合规;以及
- f. obtaining required licences or permits / 取得所需执照或准证。

21.3 The Vendor shall not use the Platform for fraudulent, unlawful or misleading activities.

商家不得利用平台进行欺诈、违法或误导性活动。

22. Early Termination of Three-Year Partner Plan / 提前终止三年合作伙伴方案

22.1 The Three-Year Partner Plan is a fixed three-year commitment and cannot be terminated by the Vendor for convenience before the Plan Expiry Date.

三年合作伙伴方案为固定三年承诺;商家不得在方案届满日期前仅因自身便利而终止方案。

22.2 Early termination includes:

提前终止包括:

- a. submitting notice to terminate before the Plan Expiry Date / 在方案届满日期前提交终止通知;
- b. closing or abandoning the account / 关闭或弃用账号;
- c. refusing to continue the Three-Year Partner Plan / 拒绝继续履行三年合作伙伴方案;
- d. deliberately preventing the account from operating / 故意使账号无法正常运作;或
- e. causing Flower Hub to terminate the Agreement because of the Vendor's material breach / 因商家重大违约而导致 Flower Hub 终止本协议。

22.3 If the Vendor ends or causes the termination of the Three-Year Partner Plan before completing the three-year term, the Vendor shall pay Flower Hub **RM5,000 as agreed liquidated damages**.

如商家在完成三年期限前终止三年合作伙伴方案, 或因商家的行为导致该方案被终止, 商家须向 Flower Hub 支付 **RM5,000** 作为双方约定的预定损害赔偿金。

22.4 The Parties acknowledge that:

双方确认:

- a. Flower Hub provides a reduced and locked 15% commission rate in reliance on the three-year commitment / Flower Hub 是基于商家的三年承诺而提供较低且锁定的 15% 佣金率;
- b. Flower Hub may incur onboarding, technical, administrative, marketing, training and opportunity costs / Flower Hub 可能承担入驻、技术、行政、营销、培训及机会成本;
- c. early termination may cause losses that are difficult to calculate precisely / 提前终止可能造成难以准确计算的损失; 以及
- d. RM5,000 is intended to protect Flower Hub's legitimate commercial interests and is not intended as punishment / RM5,000 旨在保护 Flower Hub 的合法商业利益, 而非用于惩罚商家。

22.5 The RM5,000 amount shall become payable within fourteen (14) calendar days after written demand.

商家须在收到书面付款要求后十四(14)个日历日内支付 RM5,000。

22.6 Flower Hub may deduct any outstanding amount from the Vendor wallet, without limiting its right to recover the remaining balance.

Flower Hub 可从商家钱包扣除任何未付款项, 且不影响其追讨剩余欠款的权利。

22.7 The RM5,000 early termination amount shall not apply where:

在以下情况下, RM5,000 提前终止金额不适用:

- a. Flower Hub terminates the Agreement without Vendor breach / Flower Hub 在商家没有违约的情况下终止本协议;
- b. Flower Hub permanently closes the Platform / Flower Hub 永久关闭平台;
- c. Flower Hub commits a material breach and fails to remedy it within thirty (30) calendar days after receiving written notice from the Vendor / Flower Hub 构成重大违约, 并在收到商家书面通知后三十(30)个日历日内仍未补救;
- d. continued performance becomes unlawful / 继续履行协议变得违法; 或
- e. permanent inability to continue is caused by death, serious incapacity or another exceptional event accepted by Flower Hub based on reasonable evidence / 因死亡、严重丧失行为能力, 或其他经 Flower Hub 根据合理证据接受的特殊事件而永久无法继续履行。

22.8 Temporary closure, annual leave, illness or a short business pause does not automatically terminate the Agreement if the Vendor informs Flower Hub and receives approval.

如商家通知 Flower Hub 并取得批准, 暂时停业、年假、疾病或短期暂停业务不会自动构成协议终止。

23. Suspension and Termination by Flower Hub / Flower Hub 的暂停与终止权

23.1 Flower Hub may issue a warning, restrict listings, suspend the account or terminate this Agreement where the Vendor:

如商家出现以下情况, Flower Hub 可发出警告、限制商品上架、暂停账号或终止本协议:

- a. provides false registration information / 提供虚假注册资料;
- b. fails to upload ten products within the required period / 未在规定期限内上架十件商品;
- c. repeatedly provides inaccurate business hours, inventory, availability or order status / 多次提供不准确的营业时间、库存、供应情况或订单状态;
- d. repeatedly rejects accepted orders without reasonable cause / 多次在无合理原因的情况下拒绝已接受的订单;
- e. engages in private or off-Platform transactions / 进行私下或平台外交易;
- f. misuses Customer personal data / 滥用顾客个人资料;
- g. supplies illegal, unsafe, counterfeit or seriously misleading products / 提供违法、不安全、仿冒或严重误导的商品;
- h. commits fraud or payment abuse / 进行欺诈或滥用付款系统;
- i. seriously damages Customer safety or Platform integrity / 严重损害顾客安全或平台诚信;
- j. fails to pay an outstanding amount / 未支付欠款; 或
- k. materially breaches this Agreement or Platform Policies / 严重违反本协议或平台政策。

23.2 Except for fraud, serious safety risks, personal-data misuse or other urgent circumstances, Flower Hub shall normally give the Vendor written notice and a reasonable opportunity to remedy the breach.

除欺诈、严重安全风险、滥用个人资料或其他紧急情况外, Flower Hub 通常会先向商家发出书面通知, 并给予合理的补救机会。

23.3 A material breach that can be corrected must normally be remedied within seven (7) calendar days after notice, unless Flower Hub specifies a different reasonable period.

对于可纠正的重大违约, 商家通常须在收到通知后七(7)个日历日内完成补救, 除非 Flower Hub 指定其他合理期限。

23.4 Where the Vendor does not remedy non-compliance after the three documented consultation or correction communications under Clause 5.5, the commission adjustment under Clause 5.5 may apply in addition to any warning, restriction, suspension or termination right under this Clause. 如商家在第 5.5 条所述三次有记录的协商或整改沟通后仍未完成整改, 除本条规定的警告、限制、暂停或终止权外, 平台亦可适用第 5.5 条的佣金调整机制。

23.5 Suspension does not automatically extend the Three-Year Partner Plan unless Flower Hub agrees in writing.

除非 Flower Hub 书面同意, 账号暂停不会自动延长三年合作伙伴方案的期限。

23.6 Termination does not affect accrued payment, refund, confidentiality, data-protection, intellectual-property, indemnity or dispute obligations.

协议终止不影响终止前已产生的付款、退款、保密、资料保护、知识产权、赔偿或争议处理义务。

24. Expiry and New Agreement / 届满与新协议

24.1 Flower Hub shall notify the Vendor before the Three-Year Partner Plan expires.

Flower Hub 将在三年合作伙伴方案届满前通知商家。

24.2 The Three-Year Partner Plan and its 15% commission rate expire on the Plan Expiry Date and do not renew or convert automatically.

三年合作伙伴方案及其 15% 佣金率于方案届满日期结束, 不会自动续约或自动转换为其他方案。

24.3 If the Parties wish to continue after the Plan Expiry Date, they must sign a new agreement based on the plans, commission rates, fees and terms offered by Flower Hub at that time. If no new agreement is signed, Flower Hub may suspend the Vendor's selling functions after outstanding orders and payouts are settled.

如双方希望在方案届满日期后继续合作, 须按照 Flower Hub 届时提供的方案、佣金率、费用及条款重新签署协议。如未签署新协议, Flower Hub 可在处理完尚未完成的订单及应付提款后暂停商家的销售功能。

25. Taxes / 税务

25.1 The Vendor is responsible for the Vendor's own income tax, business tax and other tax obligations arising from sales.

商家须自行负责因销售产生的所得税、商业税及其他税务义务。

25.2 Where Flower Hub is legally required to collect or charge any tax, including service tax, such tax may be added or deducted as required by law.

如法律要求 Flower Hub 征收或收取任何税项(包括服务税), Flower Hub 可依法增加或扣除相关税项。

25.3 A tax required by law is not considered an additional discretionary Platform fee.

法律规定的税项不视为平台自行新增的额外费用。

26. Vendor Warranties / 商家保证

The Vendor warrants that:

商家保证:

- a. all information supplied is accurate / 所提供的一切资料均准确;
- b. the Vendor has authority to enter into this Agreement / 商家有权签订本协议;
- c. the Vendor has the right to sell all listed products / 商家有权销售所有上架商品;
- d. Vendor Content does not infringe third-party rights / 商家内容不侵犯任何第三方权利;
- e. products will be supplied professionally and safely / 商品将以专业且安全的方式提供; 以及
- f. the Vendor will comply with this Agreement and applicable laws / 商家将遵守本协议及适用法律。

27. Indemnity / 赔偿责任

27.1 The Vendor shall indemnify Flower Hub against reasonable losses, claims, refunds, penalties, costs and expenses arising from:

商家须就以下事项所引起的合理损失、索赔、退款、罚款、成本及费用, 对 Flower Hub 作出赔偿:

- a. defective, unsafe or unlawful products / 有缺陷、不安全或违法的商品;
- b. Vendor breach of this Agreement / 商家违反本协议;
- c. Vendor infringement of intellectual-property rights / 商家侵犯知识产权;
- d. Vendor misuse of personal data / 商家滥用个人资料;
- e. Vendor fraud or misconduct / 商家欺诈或不当行为;或
- f. acts or omissions of the Vendor's employees, agents, riders or contractors / 商家的员工、代理、骑手或承包商的作为或不作为。

27.2 This clause does not require the Vendor to indemnify Flower Hub for loss caused solely by Flower Hub's own negligence, fraud or wilful misconduct.

如损失完全由 Flower Hub 自身的疏忽、欺诈或故意不当行为所造成, 本条不要求商家就该损失向 Flower Hub 作出赔偿。

28. Platform Role and Limitation of Liability / 平台角色与责任限制

28.1 Flower Hub provides an online marketplace, payment, communication and order-management facility.

Flower Hub 提供线上交易市场、付款、沟通及订单管理设施。

28.2 Unless expressly stated otherwise, Flower Hub is not the producer, florist, seller, employer, delivery provider or agent of the Vendor.

除非另有明确说明, Flower Hub 并非商品生产者、花艺师、卖家、雇主、配送服务商或商家的代理人。

28.3 Flower Hub does not guarantee uninterrupted Platform availability or any minimum sales performance.

Flower Hub 不保证平台服务不会中断, 也不保证任何最低销售表现。

28.4 To the maximum extent permitted by law, Flower Hub shall not be liable for indirect, incidental, special or consequential losses, including loss of profit, reputation or opportunity.

在法律允许的最大范围内, Flower Hub 不对任何间接、附带、特殊或后果性损失负责, 包括利润、声誉或机会损失。

28.5 Nothing in this Agreement excludes liability that cannot lawfully be excluded.

本协议任何内容均不排除依法不得排除的责任。

29. Force Majeure / 不可抗力

29.1 Neither Party shall be liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, flood, fire, epidemic, government restriction, widespread service disruption, war, civil disturbance or major infrastructure failure.

任何一方均不对因超出其合理控制范围的事件所造成的延迟或未履约负责, 包括自然灾害、水灾、火灾、传染病、政府限制、大范围服务中断、战争、社会动乱或重大基础设施故障。

29.2 The affected Party must notify the other Party as soon as reasonably possible and take reasonable steps to reduce the impact.

受影响一方须在合理可行的情况下尽快通知另一方, 并采取合理措施减轻影响。

29.3 Payment obligations that arose before the event remain payable.

在不可抗力事件发生前已产生的付款义务仍须履行。

29.4 If the event prevents performance for more than sixty (60) consecutive days, the Parties shall discuss suspension or termination in good faith.

如该事件连续超过六十(60)天妨碍履约, 双方应本着诚信原则讨论暂停或终止协议。

30. Changes to Agreement and Policies / 协议与政策变更

30.1 Flower Hub may update operational policies to improve safety, legal compliance or Platform operations.

Flower Hub 可为改善安全、法律合规或平台运营而更新运营政策。

30.2 Flower Hub shall provide reasonable notice of material changes.

如有重大变更, Flower Hub 应给予合理通知。

30.3 Except for a compliance adjustment under Clause 5.5 or a change required by law, no change may increase the locked 15% commission rate, introduce a joining fee or introduce a monthly fee during an active Three-Year Partner Plan without the Vendor's written agreement.

除根据第 5.5 条作出的履约调整或法律要求的变更外, 未经商家书面同意, 任何变更均不得在有效的三年合作伙伴方案期间提高已锁定的 15% 佣金率、增加入驻费或增加月费。

30.4 Changes required by law may take effect on the date required by the relevant authority.

法律要求的变更可于相关主管机关指定的日期生效。

30.5 Material changes shall not apply retrospectively to completed orders.

重大变更不得追溯适用于已完成的订单。

31. Notices and Communications / 通知及沟通

31.1 Notices and operational communications may be sent through:

通知及日常营运沟通可通过以下方式发送:

- a. the Vendor Dashboard / 商家后台;
- b. the Vendor's registered email address / 商家注册电邮地址;
- c. the official Flower Hub email address / Flower Hub 正式电邮地址;
- d. Flower Hub's official WhatsApp number to the Vendor's registered WhatsApp or contact number / 由 Flower Hub 官方 WhatsApp 号码发送至商家登记的 WhatsApp 或联络号码; 或
- e. another electronic written channel agreed by the Parties / 双方同意的其他电子书面沟通渠道。

31.2 The Vendor must keep its email, WhatsApp or contact number and other contact information updated. / 商家须确保其电邮、WhatsApp 或联络号码及其他联络资料保持最新。

31.3 An email is treated as received on the next business day unless a delivery-failure notice is received. A WhatsApp message is treated as received when it is shown as delivered to the Vendor's registered number.

电邮通知除非显示投递失败, 否则视为于下一个工作日送达; WhatsApp 信息在显示已送达商家登记号码时视为送达。

31.4 A telephone discussion counts as a documented communication only if its substance is confirmed by WhatsApp or another channel under Clause 31.1. No separate formal letter or hard copy is required for the Clause 5.5 process. / 电话沟通仅在其主要内容通过 WhatsApp 或第 31.1 条所列其他渠道确认后, 才计为有记录的沟通; 第 5.5 条程序无须另行发出正式信函或纸本通知。

32. Dispute Resolution / 争议解决

32.1 The Parties shall first attempt to resolve any dispute through good-faith written discussion.

双方应先通过诚信的书面沟通尝试解决任何争议。

32.2 Either Party may request a meeting or mediation before beginning court proceedings.

任何一方均可在提起法院诉讼前要求召开会议或进行调解。

32.3 If the dispute is not resolved within thirty (30) calendar days after written notice, either Party may commence proceedings in the courts of Malaysia.

如争议在发出书面通知后三十(30)个日历日内仍未解决, 任何一方均可在马来西亚法院提起诉讼。

32.4 Nothing prevents either Party from seeking urgent injunctive or protective relief.

本条不妨碍任何一方寻求紧急禁令或保护性救济。

33. Governing Law / 管辖法律

This Agreement is governed by the laws of Malaysia, and the Parties submit to the jurisdiction of the Malaysian courts.

本协议受马来西亚法律管辖, 双方同意接受马来西亚法院的司法管辖。

34. General Provisions / 一般条款

34.1 Entire Agreement / 完整协议: This Agreement, the selected Vendor Plan and incorporated Platform Policies form the entire agreement between the Parties. / 本协议、商家所选方案及纳入本协议的平台政策构成双方之间的完整协议。

34.2 Severability / 可分割性: If any provision is invalid or unenforceable, the remaining provisions remain effective. / 如任何条文无效或不可执行, 其余条文仍继续有效。

34.3 No Waiver / 不放弃权利: Failure to enforce a provision immediately does not waive the right to enforce it later. / 任何一方未立即执行某条文, 并不构成放弃其日后执行该条文的权利。

34.4 Assignment / 转让: The Vendor may not transfer this Agreement without Flower Hub's written approval. Flower Hub may transfer the Agreement as part of a genuine restructuring, business transfer or change of operating entity, subject to written notice. / 未经 Flower Hub 书面批准, 商家不得转让本协议。Flower Hub 可在真实的企业重组、业务转让或运营主体变更时转让本协议, 但须发出书面通知。

34.5 Independent Businesses / 独立经营主体: Nothing creates an employment, partnership, franchise or joint-venture relationship between the Parties. / 本协议任何内容均不构成双方之间的雇佣、合伙、特许经营或合资关系。

34.6 Electronic Signature / 电子签署: Electronic acceptance, uploaded signature and digital records may be used as evidence of acceptance. / 电子接受、上传的签名及数码记录均可作为接受本协议的证据。

34.7 Headings / 标题: Headings are for convenience and do not limit the meaning of the provisions. / 标题仅为阅读方便而设, 不限制条文的含义。

34.8 Survival / 持续有效: Clauses relating to payment, refunds, data, confidentiality, intellectual property, indemnity, liability and disputes survive termination where applicable. / 与付款、退款、资料、保密、知识产权、赔偿、责任及争议有关的条文, 在适用情况下于协议终止后继续有效。

35. Language / 语言

35.1 This Agreement is provided in English and Chinese for convenience.

本协议以英文及中文提供, 以方便阅读。

35.2 If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

如英文版本与中文版本之间存在任何不一致, 应以英文版本为准。

36. Vendor Acknowledgement / 商家确认

By signing below, the Vendor confirms that:

商家签署本协议即确认:

- a. the Vendor has read and understood this Agreement / 商家已阅读并理解本协议;
- b. commission is calculated from the Order Total, including delivery charges, but excluding Platform-funded discounts under Clause 18.3 / 佣金按订单总额计算, 包括配送费, 但不包括第 18.3 条所述由平台承担的折扣;
- c. the Vendor must keep its Business Hours, inventory, availability and order-processing status accurate / 商家须确保营业时间、库存、供应情况及订单处理状态准确;
- d. Standard Plan Vendors must upload at least ten products within one month after account approval; Three-Year Partner Plan Vendors must upload at least ten products within seven calendar days after account approval / 标准方案商家须在账号获批后一个月内上架至少十件商品; 三年方案商家须在账号获批后七个日历日内上架至少十件商品;
- e. new orders must be accepted or rejected within three hours during declared Business Hours / 新订单须在商家申报的营业时间内于三小时内接受或拒绝;
- f. Customer contact is allowed only for order preparation, delivery and collection coordination / 仅可为订单制作、配送及取货协调联系顾客;
- g. private or off-Platform transactions are prohibited / 禁止私下或平台外交易;
- h. early termination of the Three-Year Partner Plan may result in RM5,000 agreed liquidated damages / 提前三年合作伙伴方案可能须支付 RM5,000 的约定预定损害赔偿金; 以及
- i. material non-compliance not remedied after the three documented consultation or correction communications under Clause 5.5 may result in the commission rate being adjusted from 15% to 18%, while the three-year commitment remains in force / 重大不合规事项在第 5.5 条所述三次有记录的协商或整改沟通后仍未纠正, 佣金率可由 15% 调整为 18%, 而三年合作承诺仍继续有效。

Vendor Information & Agreement Confirmation

商家资料与协议确认

Platform / 平台名称: Flower Hub Malaysia

Operated by / 运营公司: Fafa Malaysia Flower Hub

By signing below, the Vendor confirms that they have read, understood and agreed to the Flower Hub Malaysia Vendor Terms & Conditions. The date written below is the Effective Date of this Agreement.

商家在下方签署，即确认已阅读、理解并同意 Flower Hub Malaysia 商家入驻条款。下方填写的日期即为本协议的生效日期。

Vendor Brand Name / 商家品牌名称	
Legal Name (as per NRIC/Passport/SSM) / 法定名称	
Contact Number / 联络号码	
Email / 电邮	
Business Operating Address / 营业地址	

Commission Plan / 抽佣方案

Please select one / 请选择其中一项:

Select 选择	Plan 方案	Details 详情
☐	Standard Plan 标准方案 18% Commission 抽佣	RM0 joining fee, RM0 monthly fee, 18% commission only on successful platform orders. RM0 入驻费, RM0 月费, 仅对平台成功成交订单收取 18% 抽佣。
☐	Three-Year Partner Plan / 三年方案 15% Commission / 15% 抽佣	RM0 joining fee, RM0 monthly fee, 15% commission only on successful platform orders, subject to signing and maintaining a valid three-year vendor agreement. RM0 入驻费, RM0 月费, 仅对平台成功成交订单收取 15% 抽佣, 须维持三年商家协议。

Full Name / 完整姓名: _____

Signature / 签名: _____

Effective Date / 生效日期: _____