



## AFFILIATE PROGRAMME APPLICATION FORM

### AFFILIATE MEMBER INFORMATION

Name (as in I/C):

Date of birth:

Mobile:

Home Phone:

Gender:

New I/C No:

E-mail:

### BUSINESS INFORMATION

Business Name:

Business Address:

City:

State:

Post Code:

Business Registration No:

Business Phone:

GST Registration No:

### POSTAL ADDRESS (LEAVE BLANK IF SAME AS BUSINESS ADDRESS)

Address:

City:

State:

Post Code:

Enroller Name :

Enroller's Affiliate ID:

Mobile:

By signing and submitting this Application, I agree that JoyAmaze® or a party acting on its behalf may contact me by telephone, text messaging or email. I consent and agree to JoyAmaze® contacting me in this manner at the telephone number(s) or email address that I provided above and as updated. I consent and agree to the JoyAmaze® privacy policy when I sign and submit this Affiliate Application Agreement.

Applicant Signature:

Date:

### THIS SECTION FOR JOYAMAZE OFFICE USE ONLY

Affiliate ID:

Temporary password:

### JOYAMAZE® AFFILIATE APPLICATION AGREEMENT (MALAYSIA)

1. The JoyAmaze® Affiliate Programme is open to individual at least 18 (eighteen) years old on the date of application to join the Programme, either as an individual participant or to represent an entity, must be residing in Malaysia and produce an accurate Malaysia address. Individual participant must be able to produce a valid Identity Card number. A representative of an entity must produce a valid GST registration number.
2. JoyAmaze® Affiliate Programme (hereafter referred to as "Programme"), is governed by JoyAmaze® Affiliate Application Agreement (hereafter referred to as "Agreement"), JoyAmaze® Affiliate Application Form, JoyAmaze® Affiliate Terms and Conditions (hereafter referred to as "Terms") that is located at JoyAmaze® Affiliate website, affiliate.joyamaze.com.my and subsequent addition, changes, revisions and/or modification to any of the preceding documents whereupon the addition, changes, revisions and/or modification will be posted on JoyAmaze® website without any notice, at any time.
3. By signing the registration form, you acknowledge and agree to the terms stated herein AND in all related document with the effective date is the date on which you sign the form. When your submitted document is approved by JoyAmaze® Sdn. Bhd (hereafter referred to as "JoyAmaze®", We, Our, Us or the "Company"), the document is a part of legal agreement between you as JoyAmaze® Affiliate (hereafter referred to as "Affiliate", "You", "Your" or "Yourself"), individually or collectively depending upon the context; an individual participant of the programme or on behalf of an entity to participate in the programme. If You are representing an entity, You are considered to have accepted these terms stated in the Agreement and all documents that govern the Programme on behalf of that entity. You acknowledge and agree that it is Your responsibility to review the terms of JoyAmaze® Affiliate Application Agreement and JoyAmaze® Affiliate Terms and Conditions periodically to familiarize Yourself with any additions, revisions, or modifications that We may have made to these terms. Your continued participation in the Programme after such additions, revisions, or modifications will constitute Your acknowledgment and agreement of the modified terms. If You disagree You must terminate Your account and leave the programme immediately.
4. Responsibilities and Warranties of Affiliate. Affiliate main responsibility is to sell and advertise JoyAmaze® products online and/or offline using JoyAmaze® marketing resources. JoyAmaze® grants You a non-exclusive, limited, revocable right to use JoyAmaze® provided trademarks and marketing materials in accordance with the Terms stated herein. Without contest, JoyAmaze® is the sole owner of all intellectual property rights including but not limited to trademarks, copyrights, patent rights, or applications, trade names, and service marks and rights in and to any of its derivatives. All materials including but not limited to images, brochures, flyers, testimonies and technology provided for Your use is the sole property of JoyAmaze® and no part of them shall be deemed given and/or licensed to you except as explicitly provided for. You are required to maintain minimum monthly sales. If You fail to do so, JoyAmaze® have the power to place You in probation for a certain period of time. If You still fail to reach the minimum sales requirement, JoyAmaze® reserves the right to terminate You.

**LIVE LIFE BETTER**

1<sup>st</sup> Subang, N-15-15, Jalan SS15/4G, 47500 Subang Jaya, Selangor.  
Affiliate Careline: 012-3629268 Email: affiliate@joyamaze.com



5. While fulfilling your duty as Affiliate, You are prohibited from, but not limited to;
- i. Promoting violence, obscenity, pornographic material, defamatory acts, discrimination, illegal activities and other activities that can tarnish JoyAmaze® name and image.
  - ii. Make unsubstantial or unauthorized health and/or medical claims on any or all JoyAmaze® products.
  - iii. Introduce Yourself as employee, partner, joint venturer or franchisee of JoyAmaze®. When doing marketing You must introduce Yourself as a JoyAmaze® Affiliate. You are prohibited from misrepresent or embellish the relationship between the JoyAmaze® and You, including but not limited to expressing or implying that JoyAmaze® supports, sponsors, endorses, or contributes to any charity or other cause) or express or imply any relationship or affiliation between the JoyAmaze® and You or any other person or entity except as expressly permitted by this Agreement. You are strictly prohibited from making any promise, warranty, or representation on behalf of the company or obligate or attempt to obligate the Company in any manner.
  - iv. Affiliate has no any right to transfer or assign any rights or delegate any duties to other individual or entity.
6. Governing Law and Resolution of Disputes. The Programme website, affiliate.joyamaze.com.my and Our online store, shop.joyamaze.com.my are controlled by JoyAmaze Sdn. Bhd. By accessing Our website(s), You agree to obey the Malaysia statutes and laws disregard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of these website(s) and the purchase of any products or services through this site; shop.joyamaze.com.my. In connection with the Programme, JoyAmaze® may disclose to You and/or You may receive or given access to sensitive, confidential, and/or proprietary information of the JoyAmaze® which may include but not limited to:
- i. The identities of and/or contact information for other Affiliates, brokers, customers, distributors or vendors of JoyAmaze®;
  - ii. Physical data, sales data, technical data, and data security information;
  - iii. Marketplace statistics; and/or
  - iv. Business information such as business processes, methods, or marketing strategies. Except as required to perform Your obligations under and in accordance with the terms of these Terms.

You hereby acknowledge and agree that any breach or threat to breach of this particular part of the Agreement may cause immediate and irreparable harm and/or damages to JoyAmaze® which would not be adequately and fully compensated by money. It is JoyAmaze® rights to seek injunctive relief, specific performance, and/or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond or other security.

Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages. In the event any terms of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the enforceability or interpretation of any other terms in this Agreement. In the event of such a ruling, this Agreement will be constructed and enforced as if such invalid or unenforceable terms did not exist.

Should a termination of Your account and/ or the Agreement happen, you are to remove any trademarks, banners and any other material referencing JoyAmaze® and immediately cease promoting JoyAmaze® and its product.

7. Communication. You must to provide accurate, truthful, correct, and up-to-date information about Yourself (such as but not limited to contact and tax information). If You deactivate Your e-mail and/or telephone number that is associated with the Programme, You must immediately inform Us of the new e-mail and/or telephone number. JoyAmaze® may send e-mail relating to the Affiliate Programme and the Terms to the deactivated e-mail. You hereby shall be deemed to have received e-mail sent to that deactivated e-mail address.

You hereby agree JoyAmaze® or a party acting on Our behalf may contact You by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging and/or e-mail using the telephone number(s) or email address that You provided in the application form and as updated. You also understand and agree that carrier's standard rates will apply for calls and text messages.

8. JoyAmaze® Privacy Policy. JoyAmaze® is the sole proprietor of the information collected via the Programme. We may collect personal and non-personal identification information from Affiliate. JoyAmaze® view individual privacy of Our Affiliate privacy and their customers' as the utmost important information thus treats it as confidential information. However, JoyAmaze® reserves the right to disclose Your personal information where it is required to do so due to unlawful activity on Your part.

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Applicant Signature

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Printed Name of Applicant

Date:

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