

Additional Terms: Affiliate Program "Vivo Dutch"

These additional terms form an integral part of the general terms and conditions of Vivo Dutch.

Clause 1. Registration & Acceptance

1. Anyone aged eighteen and older can register as an Affiliate Partner (Partner) via Solid Affiliate at Vivo Dutch.
2. To be registered as a Partner, Partner must *a) have completed the registration form completely and truthfully; b) confirm acceptance of these additional terms by clicking on the "apply" button in the registration form; c) have been accepted as a Partner by Vivo Dutch.* Vivo Dutch can refuse registration without giving any reason.
3. Partner gets access to the portal upon successful registration.
4. If Vivo Dutch refuses a registration, no commission will be paid for the period before the refusal and thereafter.
5. The username of Partner is visible in a Coupon. Partner can submit one request to change their username via email.

Clause 2. Coupons & tracking

1. Partner receives a commission on purchases made through a Coupon.
2. Partner can view all relevant data in the portal.
3. Partner will only receive a Coupon for the course they bought. In some cases, Coupon works for more courses. This is only when Vivo Dutch has given her written permission.
4. Partner cannot use its own Coupon to make a purchase.
5. If Partner will use its own Coupon to make a Purchase, Partner will owe 'profit' to Vivo Dutch.
6. When new courses are posted on the website (www.vivodutch.com/courses), they need to be manually added to the Partner Account by Vivo Dutch. If Partner makes a customer/referral in the meantime, the commission cannot be arranged with retroactive effect.
7. A Coupon gives the referral a discount. With a Membership the referral gets a 10% discount on all debits/monthly renewals. For other products/services, the referral receives a 10% discount on the amount during the first payment.
8. If payment in installments is chosen, the referral will only receive a discount on the first installment.
9. A Coupon tracks the referral.
10. Partner receives a notification when a Coupon is used.
11. Referral tracking can be done via a personal Coupon.

Clause 3. Use

1. Partner's website or Partner's Social Media may not give any impression to the public that it belongs to Vivo Dutch or that it has been developed by Vivo Dutch. It must also be unequivocally clear that Vivo Dutch has no control over this in any way or is responsible for it.
2. Partner will make clear that the promotions are not sold by Partner, but by Vivo Dutch.
3. Partner acknowledges that all intellectual property rights, including but not limited to the Vivo Dutch Brands and the Content are and remain the property of Vivo Dutch. Without prejudice to the provisions of this paragraph, Partner will fully respect the intellectual property rights and all other rights of Vivo Dutch.
4. Subject to these terms, Partner will refrain from any act or omission that may cause Vivo Dutch and/or Partner to act in violation of applicable laws and regulations.
5. Partner is not allowed to use a Coupon other than via social media (Instagram, Facebook, TikTok, YouTube), email marketing, website, and friends/family/acquaintances.
6. Partner will act in accordance with all guidelines and instructions from Vivo Dutch with regard to the installation and/or use of Coupon as well as with regard to the Content.
7. If the Environment is hindered in any way - to be determined by Vivo Dutch - from the installation and/or use of Coupon, Vivo Dutch is entitled to block Coupon and/or the Partner Account.
8. If Partner is accepted, Partner is not allowed to:
9. *does not have (own) content;*
10. *concerns a social media channel that does not comply with the social media guidelines;*
11. *actively calls for donation or sponsorship of a cause/organization;*
12. *involves a Loyalty or savings-like character or cash-back construction;*
13. *is an affiliate platform with influencers, publishers, bloggers, and/or creators;*
14. *owns the name of Vivo Dutch or variations thereof in the domain name;*
15. *violates intellectual property rights, trademark rights, or other rights of Vivo Dutch or any third party may harm the good name and reputation of Vivo Dutch;*

1. *engages in, promotes, or promotes illegal activities;*
2. *has a sexual, pornographic, offensive, and/or violent character;*
3. *is in any way contrary to public order and/or morality;*
4. *discriminates based on race, sex, religion, and/or belief;*
5. Partner is also not allowed to:
6. *directly or indirectly order courses via a Coupon from Vivo Dutch for personal use only;*
7. *advertise and/or offer discounts on courses if this is not permitted by applicable laws and regulations;*
8. *promote Vivo Dutch on websites or otherwise that are not registered in the Partner Account;*
9. *sell or otherwise transfer partner site(s) within the account without notifying Vivo Dutch;*
10. *show the Environment on the Partner Site by means of an iFrame/framing;*
11. *make use of cookie-dropping and place Coupons behind pop-ups;*
12. *include a unique identifier in a Coupon.*
13. At Vivo Dutch's first request, Partner will immediately remove and/or adjust (certain) Content.
14. If Vivo Dutch does not agree with the way Partner promotes the courses, Vivo Dutch may reject Partner, and access to the Portal will be terminated. This is allowed immediately. Any commissions will be included in the next payout.

Clause 4. Commission

1. The commission is 25% (excluding VAT if applicable) for students of Vivo Dutch. Vivo Dutch has the right to always adjust this percentage.
2. The courses that qualify for the affiliate program: *Pronunciation Program, A1 Brush up, A2 Brush up, full courses (A1, A2, B1.1., B1.2.), A2 exam speaking prep essentials, Echt Nederlands, Focus Lesson. Excluded are purchases from an advertisement from Vivo Dutch, Combo Deals, Bundles.*
3. Partner's coupon will only apply to the course(s) they bought from Vivo Dutch.
4. The registration by Vivo Dutch is binding for Vivo Dutch and Partner.
5. If Customer cancels payment for a service for any reason, Partner cannot (any longer) claim any commission. The pending commission will be rejected in the Affiliate program and/or Partner will have to repay the already received commission to Vivo Dutch.
6. The commission is calculated on the sales value that is actually received by Vivo Dutch excluding VAT per service actually purchased and paid for after the end of the agreed period of time.
7. Commission will not be awarded to (bulk) orders from a business account with Vivo Dutch.
8. Vivo Dutch reserves the right to change the commission rate at any time.
9. Vivo Dutch reserves the right to adjust or correct the commission in the event that a purchase made using a partner code is affected by a technical error.

Clause 5. Payment

1. There is no exact commission payout date.
2. A commission payout can be made in three ways: *via PayPal, via Stripe (credit card), or via iDeal.* If Partner has a PayPal account, Partner must provide the associated email address. Payment will then be made via PayPal. If Partner does not have PayPal, it will be mutually agreed which payment account is used.
3. Commission payments will amount to be made between 30-60 days after purchase by referral. This in connection with the cooling off period, possible cancellation, and processing time of payment. If the purchase is canceled in any way, the right to the commission will lapse.
4. Commission amounts of less than € 50.00 are paid out quarterly. In concrete terms: if the commission is less than € 50.00, no 30-60 payment will be made and the commission will be saved.
5. All payment costs, except for the administration costs of Vivo Dutch, are for the account of Partner.
6. Vivo Dutch may set off what she owes to Partner against any amount that she has to claim from Partner for whatever reason.

Clause 6. Termination

1. Vivo Dutch may terminate the partnership under these terms by e-mail without giving any reason and with due observance of a notice period of two weeks.
2. Without prejudice to her other rights, Vivo Dutch is entitled to terminate the partnership under these terms with immediate effect by e-mail if *a) the Partner fails in full or in part to fulfill one or more of any obligations under the terms; b) in the opinion of Vivo Dutch, the Partner's site could be contrary to public order or morality or could be offensive in any way; c) Vivo Dutch could suffer damage from this in any way; d) Partner acts unlawfully towards Vivo Dutch.*

3. Partner can always terminate a partnership by sending an e-mail about this from the e-mail address provided.
4. The partnership under these Affiliate Program Terms terminates immediately and automatically if *a) Affiliate has made a Coupon inactive or b) the Affiliate Program has been discontinued for any reason.*
5. If the Partnership is terminated for any reason whatsoever, the existing Coupon(s) must immediately be made inactive, Vivo Dutch is entitled to block Partner's access to the affiliate program; Partner will immediately remove the Content from Vivo Dutch; Partner is immediately no longer entitled to use the Vivo Dutch Content, etc.; Partner will immediately remove the Content from the Partner site and/or any other relevant platform under penalty of a penalty of € 1,000 per day that the Content is still displayed despite termination.
6. Without prejudice to the provisions of these terms, Vivo Dutch and Partner will not claim any compensation from the other party in connection with the termination of the partnership under these terms and hereby waive any right to any (damage) compensation.

Clause 7. Liability

1. Partner is fully responsible and liable for the use, development and maintenance, functioning, and content of their own website, social media channel, etc.
2. Partner can be regarded as controller as referred to in the General Data Protection Regulation (GDPR) for the collection of personal data in the context of its activities under this agreement. In its activities under this agreement, Partner undertakes to fully comply with all applicable privacy laws and regulations, including, but not limited to the GDPR and relevant Telecommunications Legislation.

Clause 8. Miscellaneous

1. Partner will never pretend to represent Vivo Dutch.
2. Partner will not make any promises or enter into any obligations for or on behalf of Vivo Dutch.
3. Partner will fully indemnify Vivo Dutch against all damage and/or costs of any nature whatsoever arising from non-compliance with these provisions.
4. Partner is not entitled to transfer this agreement to a third party unless Vivo Dutch has given her written permission.
5. Vivo Dutch is allowed to change these additional terms. She will announce the amended terms within a reasonable time. If Partner continues to use the Affiliate Program, Partner thereby accepts the applicability of the amended terms.
6. If a provision of these terms should be in conflict with applicable law, the provision will be amended in such a way that it will be in accordance with the applicable law, with due observance of the purport of the relevant provision.