

Terms & Conditions - Lingoda Teacher Ambassador Program

By signing up to be an Ambassador in the Lingoda Teacher Ambassador Program (the "Program") you agree to be bound by the following terms and conditions (the "Terms"). Please ensure that you read them carefully before signing up. These Terms are a legal agreement between Lingoda GmbH, a company registered in Germany under company number DE285644105 and having its registered office at Zimmerstraße 69, 10117 Berlin, Germany ("Lingoda", "we", "us") and You (the "Ambassador", "you").

We reserve the right to update and change the Terms from time to time without notice. Any amendments, modifications, enhancements or changes to the Program including the release of new features and resources made available by us from time to time shall be subject to these Terms. Continued use of the Program after any such changes shall constitute your consent to such changes.

Any violation of these Terms may result in, among other things, termination or suspension of your rights to be an Ambassador and forfeiture of any outstanding Ambassador referral fee payments earned during the violation.

Account Registration & Terms

You must provide your legal full name, a valid PayPal email address, your registered address, and any other information requested in order to complete the signup process for an Ambassador account ("account")

You must be 18 years of age or older to join this Program.

Each account is for use by either a single legal entity (e.g. a company or a partnership) or an individual user. We do not permit you to share your user name and password with any other person nor with multiple users on a network. Responsibility for the security of any usernames and passwords issued (including those of any Invitees) rests with you.

You may not use the Program for any illegal or unauthorised purpose. You must not, in the use of the Program, violate any laws in your jurisdiction (including but not limited to copyright laws).

By registering for this referral program, you agree that Lingoda is permitted to contact you via the email address you enter in the registration form, for marketing purposes. This includes newsletters, including yet not limited to, product updates, campaign launches and other relevant information. Should you wish to unsubscribe, you may contact Lingoda at any time to opt out of such communications.

Referral Links & Promotion

Once you have signed up for the Program you will be provided with a URL link that must be used to identify you when placing a link from your site, email, social media content or other communications to the Lingoda website. It is your responsibility to ensure each such link is correctly formatted.

We may also provide graphical images that can be used within the links to promote Lingoda. You may not modify these images in any way. We reserve the right to change the images at any time without notice.

You will be solely responsible for the development, operation, and maintenance of your site and for all materials that appear on your site.

You may not use our name or graphics in any bulk email whatsoever unless we have given our advanced written consent. We may terminate the Agreement if any meaningful spam complaints naming us or our services result from your marketing activities.

You may not issue any press release with respect to this Agreement or your participation in the Program; such action may result in your termination from the Program. In addition, you may not in any manner misrepresent or embellish the relationship between us and you, or express or imply any relationship between us and you or any other person or entity, except as expressly permitted by this Agreement.

We do not allow Ambassadors to use Pay Per Click (PPC/CPC) advertising or any paid social network advertising on our brand name or any Lingoda URL.

Partners are only allowed to share the coupon codes that are provided by the Lingoda team. Lingoda reserves the right to terminate the partnership and

cancel commissions if any invalid coupon codes or codes from other sources are published on the promotional properties.

We keep away from any violent, racist, right-wing extremist, pornographic, or harmful content in any form. Therefore, Ambassadors are not allowed from these industries.

Referral Fees

For the sale of a subscription to be eligible to earn a referral fee, the customer must click-through a link from your site, email, social media platforms, or other communications to the Lingoda website and sign up within 90 days of the initial click-through. If they fail to sign up within those 90 days and later return without following your link, you will not earn a referral fee.

We will only pay referral fees on links that are automatically tracked and reported by our systems. For our systems to track the referral, the visitor must have cookies enabled. We will not pay referral fees if someone says they signed up through you but it was not tracked by our system.

The referral fee is a **65 Euro flat fee** (inclusive of VAT where applicable) for each new customer that you refer. The referral fee will be credited to your Ambassador account on day 15 after the customer pays their subscription. Referral fees will not be earned for registrations to Lingoda's free trial or within our 14 day cancellation period. Commission is only earned if a customer makes a payment in full.

The Program also offers a **100 Euro flat fee bonus payment** for every 10th new student you refer.

Payment

Accrued referral fees are paid only via PayPal once per month. You must have a valid PayPal account to receive referral fees, as we do not offer payment via wire transfer, cheque/check, credit card, cash or other method.

Customer payments refunded or payments charged-back due to credit card fraud do not qualify for referral fees. We may delay crediting of referral fees subject to risk analysis considerations and Anti-Money Laundering procedures.

A summary of sign ups and statement of referral fees is available to the Ambassador by logging into their Ambassador account.

The referral fee structure is subject to change at our discretion.

We reserve the right to disqualify referral fees earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods.

All fees are inclusive of all taxes, charges, levies, assessments and other fees of any kind imposed on your involvement in this Agreement and shall be the responsibility of, and payable by you.

We reserve the right to check and change commissions on the basis of orders actually paid, the notification e-mail is not understood as a confirmed commission - this is only a notification, and every payment will be verified based on real transactions.

Customer Definition

Every customer who buys a service through this program is deemed to be a customer of Lingoda. Accordingly, all of our rules, policies, and operating procedures concerning pricing, customer orders, customer service, and services sales will apply to those customers. We may change our policies and operating procedures at any time. Lingoda is not responsible for any representations made by the Ambassador that contradict our rules, policies or operating procedures.

Pricing & Availability

We will determine the prices to be charged for services sold under this Program in accordance with our own pricing policies. Services prices and availability may vary from time to time. Because price changes may affect services that you have listed on your site, you should not display services prices on your site. We will use commercially reasonable efforts to present accurate information, but we cannot guarantee the availability or price of any particular service.

Copyrighted and Trademarked material

You are solely responsible for ensuring that your reviews, product descriptions and articles (if applicable at your site) obey all applicable copyright, trademark, and other laws. Lingoda will not be responsible if you use another party's copyrighted or trademarked material in violation of the law.

Term of the Agreement and Program

The term of this Agreement will begin upon our acceptance of your Program application and will end when terminated by either party. Either you or we may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail, to your address on our records, is considered sufficient notice to terminate this Agreement. Lingoda reserves the right to end the Program at any time. Upon Program termination, Lingoda will pay any legitimate outstanding earnings.

Termination

Lingoda, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Program, or any other Lingoda service, for any reason at any time. Such termination will result in the deactivation or deletion of your Ambassador Account, and the forfeiture and relinquishment of all potential or accrued referral fees in your Account if they were earned through fraudulent, illegal, or overly aggressive, questionable sales or marketing methods. Lingoda reserves the right to refuse service to anyone for any reason at any time. Upon the termination of this Agreement for any reason, you will immediately cease use of, and remove from your site, all links to the Lingoda website and all our images and other materials provided under the Program

Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that reasonably would contradict anything in this Agreement.

Limitations of Liability

Lingoda and any of the Lingoda's officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Program.

Nothing in this legal notice shall exclude or limit Lingoda's liability for death or personal injury caused by negligence; or fraud; or misrepresentation as to a fundamental matter; or any liability which cannot be excluded or limited under applicable law.

Notice

All notices given by you to us must be given to Lingoda GmbH at teacher@lingoda.com. We may give notice to you at the e-mail address you provided to us when registering. Notice will be deemed received and properly served 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

Entire agreement

These Terms and any document expressly referred to in it represents the entire agreement between us in relation to the use of the Program and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into these Terms, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into these Terms except as expressly stated herein.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into these

Terms (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms.

Governing law and jurisdiction

This legal notice shall be governed by and construed in accordance with German law. Place of jurisdiction is Berlin.

Date: 08/2023