

Freelance contract

Flamingo-online.store

Last updated: 6. Mai 2023

We are very pleased that you have chosen to work with us as a product tester for our company. We would like to introduce you to our Freelancer Agreement, which governs the terms and requirements under which you will work as a Distributor and Influencer for our company.

Under this Freelancer Agreement, not a separate document, governs your association with Flamingo-online.store ("we", "us" or "our") as an Influencer to promote products or services. By agreeing to and accepting the terms of this Agreement, you agree to provide all Content and Services in accordance with the terms of the Agreement. We reserve the right to change the terms of the Agreement at any time without notice. Therefore, we encourage you to periodically review the terms of this Agreement to ensure that you are familiar with the current terms. Your continued association with us as an Influencer following any update to this Agreement will be deemed to be your acceptance of the amended terms.

This Agreement is intended to ensure that we have a successful working relationship and that our products are presented in the best possible way. We would like to provide you with all the necessary resources and information to enable you to perform your duties as a product tester in the best possible way.

We look forward to working with you and are sure that this partnership will be beneficial for both of us.

Role of the product tester

The Product Tester has the following responsibilities:

a) Selection and testing of products: The Product Tester selects and tests products from the Flamingo webshop at his/her own discretion. In order to ensure the quality of the products, the product tester is obliged to purchase these products exclusively via the Flamingo-Online.store. As an incentive, product testers will receive the MLM Partner Discount (MPD) discount on their purchases.

b) Creation of high quality feedback and content: The Product Tester will create honest, authentic feedback and content related to the products tested to inform and help potential customers make purchasing decisions. For every product link generated, we expect the Influencer to provide at least one to three product introductions in their social media content.

c) Use of the Flamingo product tester software and dashboard: The Product Tester will use the Flamingo Product Tester software and dashboard in the back office to promote the selected products and track their success in the programme.

Additional conditions for receiving sales commissions.

The Influencer is required to:

(a) Provide complete and truthful information to Flamingo-Online.store at the time of registration.

b) To comply with his/her tax obligations in his/her country of residence and to be transparent with Flamingo-Online.store at all times if documentation is required for legal reasons.

c) To comply with Flamingo-Online.store's brand guidelines and not to spread misleading or false information about the company or its products.

Compensation

The product tester will receive the following remuneration for his activity:

All remunerations are visible per product in our Flamingo Affiliate Network Marketing Software. Each product tester sees, before he/she can create a product link, what he/she will effectively earn on this product.

Affiliate-Provision: The product tester receives a percentage of the profit margin for each sale generated directly through their affiliate product link.

MLM-Affiliate-Partner-Commission: The product tester receives a recurring commission as a percentage of the profit margin for sales made directly to webshop customers via affiliate product links from direct downline MLM partners.

As an MLM affiliate partner, the product tester has the opportunity to receive a percentage commission on sales made directly through affiliate product links from its direct downline MLM partners to customers of the webshop. So if a customer buys a product via the affiliate product link of a direct downline MLM partner of the product tester, the product tester will receive a certain commission rate in percent based on the sale. This commission will be paid on a recurring basis as long as the customer purchases the product through the affiliate link.

MLM-Affiliate-Partner-Self Purchase-Commission: The Product Tester has the opportunity to receive a recurring commission percentage for self-purchases made by its direct Downline MLM Partners within the webshop. The commission is paid directly to the upline MLM partner who enrolled the downline partner.

This statement means that the product tester who is also an MLM affiliate partner can receive a recurring commission percentage on purchases made by their direct downline MLM partners within the web shop, including purchases they make for themselves. However, this commission is paid directly to the upline MLM partner who enrolled the downline partner.

MLM-Partner-Discount: Each affiliate MLM partner receives a fixed discount in percent on the profit margin of products they buy themselves. This discount is not displayed as a percentage, but is visible in the product tester's dashboard for self-purchases.

The Product Tester will be remunerated after correct verification of payment and tax details to the Flamingo Online Store. All compensations will be made every 14 to 30 business days via PayPal. The Product Tester agrees that the Flamingo Online Store is entitled to deduct taxes on the remunerations if required by law. The Product Tester will only receive remuneration if he/she completes the test tasks specified by the Company and within the time limit set by the Company.
the testing tasks set by the Company in full and within the timeframe set by the Company.

Duration and termination

The contract commences on the date of digital acceptance and may be terminated in writing by either party at any time. In the event of termination, the Product Tester shall not be entitled to any future remuneration or commission accruing after the date of termination.

Exclusion of liability

This disclaimer applies to all activities in connection with the product test programme of Flamingo-Online.store.

Participation in the product test programme is at your own risk. Flamingo-Online.store accepts no liability for any damage or loss that may arise from participation in the programme. In particular, Flamingo-Online.store is not liable for any damage or loss resulting from technical errors, interruptions or malfunctions of the webshop or the product tester software.

The product tester is responsible for the selection and use of the tested products. Flamingo-Online.store accepts no liability for damage or loss resulting from improper use or misuse of the products. The product tester is obliged to observe all safety and warning instructions of the manufacturer and to use the products only in accordance with the instructions.

Flamingo-Online.store accepts no liability for the content of feedback and content provided by product testers. The product tester is solely responsible for the accuracy, timeliness and completeness of the content created.

Flamingo-Online.store reserves the right to remove or edit any content that violates applicable laws or company brand guidelines.

This disclaimer is part of the Product Tester Agreement between the Product Tester and Flamingo-Online.store and applies to all activities related to the Product Testing Programme.

Intellectual Property

This Intellectual Property Agreement ("Freelancer Agreement") applies to all intellectual property rights that arise or have arisen in connection with the Flamingo-Online.Store Product Testing Programme.

Ownership and rights

All intellectual property rights, including but not limited to copyrights, trademark rights, design rights and patent rights, arising in connection with the Product Testing Program are and shall remain the exclusive property of Flamingo-Online.Store or its licensors.

Right of use

With respect to the use of the intellectual property under the Product tester Programme, Flamingo-Online.Store grants the Product Tester a non-exclusive, non-transferable, revocable and royalty-free right. This right of use is granted in accordance with the terms of this Agreement and the Product Tester Agreement Terms.

This means that the Product Tester may use Flamingo-Online.Store's intellectual property only in the context of the Product Testing Programme and such use may be revoked by Flamingo-Online.Store at any time. The right of use is non-transferable, which means that the product tester cannot pass it on or sell it to third parties.

Furthermore, the right of use is non-exclusive, which means that Flamingo-Online.Store has the right to make the intellectual property available for use by other persons as well.

There are no additional fees as the right of use is free of charge. However, the Product Tester has the obligation to use the Intellectual Property in accordance with the terms of this Agreement and the Product Tester Agreement Terms.

Transfer of rights

The Product Tester agrees to take all necessary actions to assist Flamingo-Online.Store in obtaining, securing, enforcing or maintaining any intellectual property arising under the Product Testing Programme. This includes the assignment of rights to Flamingo-Online.Store if necessary.

Liability

The product tester is liable for all damages incurred by Flamingo-Online.Store due to the violation of this agreement. Flamingo-Online.Store reserves the right to take further legal action to protect its rights.

Governing law and place of jurisdiction

This contract is governed by the laws of the United Kingdom. The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be the place of business of Flamingo-Online.Store.

This Agreement shall become effective upon the Product Tester's acceptance of the Product Tester Agreement and shall remain in effect for as long as the Product Tester Agreement is in effect, unless a longer duration is required by applicable law. In the event of inactivity of the Product Tester for a period of 6 months, the Flamingo Online Store reserves the right to terminate this Agreement. If the Product Tester wishes to request a longer period of inactivity, he/she must do so in writing and approval will be at the sole discretion of the Flamingo Online Store.

Recruiting new influencers:

The Freelancer agrees to recruit new Influencers only after receiving written approval from the Company. The Freelancer will strictly adhere to the advertising guidelines and training set forth by the Company and will not engage in any unauthorized advertising or direct solicitation to attract new Influencers. In addition, the Freelancer will advertise solely on the basis of the materials and information provided by the Company and will comply with all Company policies. Once the Freelancer has received written permission from the Company, the Freelancer will solicit Influencers based on the information and materials provided.

Posting of information:

The Freelancer may post information on flamingo-online.store only after receiving written permission from the Company. The Freelancer will comply with the guidelines set by the Company regarding the content and type of information that may be posted. The Freelancer will not engage in unauthorized advertising or post false information about the Company or its products.

The Freelancer will post only on the basis of the materials and information provided by the Company and will comply with all Company policies. With written permission from the Company, the Freelancer will post based on the materials and information provided by the Company.

The Freelancer will tag all posts related to the the Product Tester Programme with the hashtag #testingflamingo to identify them as published as part of this collaboration.

Breaches of the contract:

Violations of this contract may lead to the immediate termination of the cooperation. The Freelancer is liable for all damages incurred by the Company as a result of any breach. The Freelancer agrees to comply with all Company policies and instructions and to inform the Company immediately if he/she is unsure whether he/she may post certain information or solicit Influencers. In the event of termination, the Product Tester shall not be entitled to any future compensation or commission accruing after the date of termination.

Amendments and additions:

This Freelancer Agreement, not a separate document, governs your association with Flamingo-online.store ("we", "us" or "our") as a product tester for our company. By agreeing to and accepting the terms of this Agreement, you agree to provide all Content and Services in accordance with the terms of the Agreement. We reserve the right to modify or amend the Agreement at any time with the written consent of the Freelancer. Therefore, we recommend that you periodically review the terms of this Agreement to ensure that you are familiar with the current terms. Your continued association with us as a Product Tester following any update to this Agreement will be deemed to be your acceptance of the amended terms.