Referral Member Program Terms

Updated 26 November 2026

2Be VIP LLC, Sharjah Media City (SHAMS), United Arab Emirates
License No.: 2644161.01
Formation No.: 2644161

1 Definitions

In these Terms:

1.1 "Company" means 2Be VIP LLC, as identified above.

1.2 "Member" means the person or legal entity enrolling in the Program (also referred to as “you” or “your”).

1.3 “Program” means the optional referral programme through which Members refer customers to the A1 package and earn a reward for a qualifying purchase under the Compensation Plan.

1.4 "Customer" means an end-user who purchases an eligible Company product for personal use and not for resale.

1.5 "Eligible Sale" means a completed, tracked purchase of an eligible Company product by a Customer that is not cancelled, refunded, charged back, fraudulent, or otherwise disqualified under these Terms or Policies.

1.6 "Compensation Plan" means the then-current commission rules, payout conditions, and qualification requirements published by the Company (and as updated from time to time).

1.7 "Marketing Guidelines" means the Company’s then-current advertising, brand, and claims rules published by the Company (and as updated from time to time).

1.8 "Policies" means these Terms, the Compensation Plan, Marketing Guidelines, Privacy Policy, and any other program policies, notices, or guidelines the Company publishes for the Program (each as updated from time to time).

1.9 "Platform" means the Company’s website(s), referral portal, tracking systems, dashboards, and related services used to operate the Program.

1.10 "Marks" means Company trademarks, trade names, logos, brand assets, and related intellectual property.

1.11 "Member Account" means the unique Program account issued to a Member to access the Platform, track referrals, and receive commissions (if any).

2 Acceptance and Incorporation of Policies

2.1 Click-to-accept. By clicking “I Agree”, creating a Member Account, or participating in the Program, you agree to be bound by these Terms and all incorporated Policies.

2.2 Electronic records and signatures. You consent to the use of electronic records and electronic signatures, and you agree that your electronic acceptance has the same legal effect as a handwritten signature.

2.3 Order of precedence. If a conflict exists between these Terms and another Policy, these Terms control unless the conflicting document expressly states it overrides these Terms for a specific issue.

2.4 Updates. The Company may update Policies at any time. Continued participation after an update becomes effective constitutes acceptance of the updated Policies.

3 Program Enrollment and Eligibility

3.1 Age. You must be at least 18 years old to enroll as a Member.

3.2 Accuracy. You must provide accurate and complete information and keep it current.

3.3 Identity/KYC. The Company may require identity verification, tax information, and other compliance checks (including KYC/AML and sanctions screening) as a condition of enrollment or payout.

3.4 Prohibited jurisdictions. You may not participate where the Program is prohibited or restricted by law. You are responsible for understanding and complying with laws in your jurisdiction.

3.5 One account; anti-circumvention. You may maintain only one (1) Member Account. You must not, directly or indirectly, create, control, access, or benefit from more than one account (including by using different names, emails, phone numbers, devices, IP addresses, identities, nominees, shell entities, or any other method intended to circumvent this restriction).

3.6 Multi-accounting is a material breach. If the Company determines, in its sole discretion, that you have created, maintained, controlled, or attempted to create or control multiple accounts, or otherwise engaged in circumvention, the Company may immediately and without notice: (a) suspend, deactivate, or terminate any or all related accounts; (b) permanently block or disable access to the Platform; (c) void, withhold, and/or forfeit any unpaid commissions; (d) reverse commissions attributable to any disqualified activity (including by set-off against future commissions); (e) require repayment of amounts paid in error or associated with disqualified activity; and (f) pursue any other rights or remedies available at law or in equity, including injunctive relief.

3.7 Security. You are responsible for safeguarding your login credentials and all activity under your Member Account.

4 Independent Relationship; No Authority

4.1 Independent contractor. You act solely as an independent referrer. Nothing creates an employment relationship, agency, franchise, partnership, joint venture, or fiduciary relationship.

4.2 No authority to bind. You have no authority to sign contracts, create obligations, make commitments, approve refunds/discounts, or otherwise bind the Company.

4.3 No benefits. You are not entitled to salary, benefits, visa sponsorship, insurance, reimbursements, or expense payments unless expressly agreed in writing by the Company.

4.4 Non-exclusivity. The Program is non-exclusive. The Company may appoint other members and may market and sell products directly.

5 No Purchase Required; No Compensation for Recruitment

5.1 Joining is completely free, with no registration fee, hidden membership cost or purchase requirement. Referral participation is optional and separate from buying the learning package.

5.2 No purchase required to earn. You do not need to buy any product to earn commissions. Commissions are earned only from Eligible Sales to Customers.

5.3 No compensation solely for recruitment. The Company does not pay commissions for recruiting or enrolling members. Compensation (if any) is tied to Eligible Sales of products to Customers.

5.4 Personal purchases. Any purchase you make is governed by the Product Purchase Terms (separate agreement). Personal purchases, self-referrals, or household purchases may be restricted or disqualified under the Compensation Plan or Policies.

6 Compensation, Tracking, Reversals, and Payout Administration

6.1 The current reward is US$10 per qualifying direct referred purchase after verification. There are no team, network or rank commissions. The Compensation Plan governs eligibility, verification, payout conditions and methods.

6.2 Tracking and attribution. The Company's tracking systems are the sole basis for determining attribution of sales and commissions. The Company may reject claims where tracking data is missing or unreliable.

6.3 Reversals and clawbacks. If an order is refunded, cancelled, charged back, fraudulent, or otherwise disqualified, associated commissions may be reversed and recovered (including by set-off against future earnings).

6.4 Withholding and reserves. The Company may withhold, delay, or place holds/reserves on payouts to address suspected fraud, compliance issues, payment disputes, chargeback risk, operational errors, or legal/regulatory requirements.

6.5 Taxes. You are responsible for all taxes, filings, and reporting relating to your earnings. The Company may deduct or withhold amounts as required by law or payment processors.

6.6 Audit and corrections. The Company may audit accounts and correct commission calculations, including for system errors, duplications, fraud, or policy violations.

7 Marketing, Advertising, and Compliance Rules

7.1 Use approved materials only. Describe Cambridge EVOLVE Digital A1 accurately: 18 months of digital access plus either 300 one-to-one minutes or 1,200 group minutes (4 weeks) with a live teacher. Self-study starts after Cambridge One activation; live minutes are booked in the learning platform. Do not promise additional levels, a money-back guarantee or a test result. Use approved pricing, purchase terms and programme materials and follow the Marketing Guidelines.

7.2 No income or lifestyle guarantees. You must not state or imply guaranteed, typical, or assured income, profits, or lifestyle outcomes. You must not present the Program as a job, salary, investment, or passive income scheme.

7.3 No misleading claims. You must not make false, exaggerated, unsubstantiated, or misleading claims about the Company, products, suppliers, instructors, results, certifications, or outcomes.

7.4 Earnings disclosures. If you reference earnings in any way, you must follow the Marketing Guidelines and all applicable laws, including required disclosures about typical results and the fact that earnings are not guaranteed.

7.5 No unauthorized legal/financial advice. You must not provide legal, tax, immigration, or financial advice on behalf of the Company.

7.6 Compliance with laws. You must comply with all applicable advertising, consumer protection, anti-spam, telemarketing, e-commerce, and data/privacy laws and regulations in every jurisdiction where you promote.

7.7 Consent-based marketing. You may contact prospects only where you have a lawful basis and required consent. Purchased lists, scraped data, and unsolicited bulk messaging are prohibited.

7.8 No misrepresentation of relationship. You must clearly identify yourself as an independent referral member and not as an employee, agent, or official representative of the Company.

7.9 Recordings and testimonials. You may not record calls/classes or use testimonials, photos, or endorsements without lawful consent and any disclosures required by law and the Marketing Guidelines.

8 Prohibited Conduct

Without limiting any other restrictions, you must not:

Engage in spam, harassment, intimidation, discrimination, or abusive behavior.

Impersonate the Company or create accounts/pages that appear “official” (including “support” or “customer service” accounts).

Create misleading domains, social media handles, or pages that confuse users about ownership or affiliation.

Run ads that mislead users about the Company or the Program, or that use the Company’s Marks without permission.

Bid on the Company’s trademarks/brand terms in paid search or marketplaces unless expressly authorized in writing.

Manipulate tracking (cookie stuffing), use fraudulent leads, stolen payment methods, self-referral fraud, or any deceptive practice.

Make unauthorized health, certification, or performance claims, or publish unapproved scripts or price/refund promises.

Defame, disparage, threaten, or attack the Company, its suppliers, contractors, instructors, staff, Customers, or other members.

Interfere with or disrupt the Platform (including hacking, scraping, malware, or unauthorized access).

Offer, solicit, or accept bribes or violate anti-corruption, sanctions, or export-control laws.

9 Intellectual Property and Brand Use

9.1 Limited license. The Company grants you a limited, revocable, non-transferable license to use approved Marks and materials solely to promote the Company products in compliance with Policies.

9.2 No ownership. You acquire no rights in the Marks or Company intellectual property.

9.3 Restrictions. You may not alter Marks, remove notices, register confusingly similar domains/handles, or claim ownership of Company branding.

9.4 Immediate cessation. Upon suspension or termination, you must immediately stop using all Marks and remove/disable related content and ads.

10 Data Protection and Privacy Responsibilities

10.1 Independent controller. To the extent you collect or process personal data of prospects or Customers, you are responsible for your own compliance with applicable privacy laws and for obtaining required consents.

10.2 Permitted use. You may use personal data only for lawful promotion of Company products and only as permitted by Policies.

10.3 Security. You must implement reasonable safeguards to protect personal data from unauthorized access, loss, or misuse.

10.4 Deletion and cooperation. You must promptly honor lawful opt-outs and deletion requests and cooperate with the Company regarding privacy complaints or regulator inquiries related to your conduct.

11 Confidentiality

11.1 Confidential Information. Non-public information about the Company, Platform, pricing, internal reports, supplier terms, customer lists, and program operations is confidential.

11.2 Protection. You must protect Confidential Information and use it only for Program participation.

11.3 No disclosure. You must not disclose Confidential Information to any third party without the Company’s prior written consent, except as required by law.

11.4 Survival. Confidentiality obligations survive termination.

12 Non-Disparagement; Non-Interference; Non-Solicitation

12.1 Non-disparagement. You must not make statements (public or private) that are false, misleading, or defamatory regarding the Company, its suppliers, contractors, instructors, staff, or the Program.

12.2 Non-interference. You must not interfere with Company relationships with Customers, suppliers, contractors, or other members.

12.3 Non-solicitation of Company staff/contractors. During your participation and for 12 months after termination, you will not solicit for hire or engagement the Company's employees or contractors you learned about through the Program, unless prohibited by law.

12.4 Reasonableness; injunctive relief. You agree these protections are reasonable to protect legitimate business interests, and the Company may seek injunctive relief for breaches.

13 Suspension, Termination, and Effects

13.1 Right to suspend/terminate. The Company may suspend or terminate your account immediately for breach of Policies, suspected fraud, legal/regulatory risk, or misconduct.

13.2 Termination for convenience. The Company may terminate the Program or your participation on notice, except where immediate action is required.

13.3 Effects. Upon suspension or termination, you must stop promotion, stop using Marks, and cease representing any affiliation beyond historical participation.

13.4 Commission treatment. The Company may withhold or forfeit commissions tied to fraud, chargebacks, non-compliance, disqualified sales, or account circumvention, subject to applicable law.

13.5 Survival. Sections relating to confidentiality, IP, limitations, indemnity, dispute resolution, and other provisions intended to survive will survive termination.

14 Member Representations and Warranties

14.1 Authority and eligibility. You represent you are at least 18 years old and have full legal capacity to enter these Terms.

14.2 Compliance. You represent you will comply with all Policies and applicable laws, including advertising, consumer protection, and privacy laws.

14.3 Truthful marketing. You represent you will not make misleading claims and will use only approved materials.

14.4 No sanctioned parties. You represent you are not subject to sanctions or prohibited-party restrictions that would make participation unlawful.

14.5 No conflicting obligations. Your participation does not violate any agreement or obligation you owe to any third party.

15 Disclaimers

15.1 No guarantee of earnings. The Company makes no promise or guarantee of any income, profits, commissions, or success. Earnings depend on many factors including your effort and compliance.

15.2 Program "as is". The Platform and Program are provided on an "as is" and "as available" basis, and the Company disclaims warranties to the maximum extent permitted by law.

15.3 No reliance. You acknowledge you are not relying on any statement outside the Policies, including statements by other members.

16 Limitation of Liability

16.1 Exclusion of indirect damages. To the maximum extent permitted by law, the Company is not liable for indirect, incidental, consequential, special, punitive, or exemplary damages (including lost profits, lost business, or reputational harm).

16.2 Cap. To the maximum extent permitted by law, the Company's total liability arising out of or related to the Program will not exceed the total commissions actually paid to you in the three (3) months preceding the event giving rise to the claim.

16.3 Basis of bargain. You agree these limitations are a fundamental basis of the agreement.

17 Indemnification

17.1 Your indemnity. You will indemnify, defend, and hold harmless the Company and its owners, directors, officers, employees, contractors, suppliers, and affiliates from any claims, damages, fines, penalties, losses, and expenses (including legal fees) arising from or related to: (a) your marketing statements or conduct; (b) your breach of Policies; (c) your violation of law; (d) your fraud, harassment, defamation, or misconduct; or (e) your misuse of Marks or Confidential Information.

17.2 Cooperation. You agree to cooperate with the Company in defense of any claim and to allow the Company to control defense and settlement where permitted by law.

18 Dispute Resolution; Arbitration; Class Action Waiver; Governing Law

18.1 Good-faith resolution. Before filing a claim, you agree to provide written notice and attempt to resolve the dispute in good faith.

18.2 Arbitration. Except for claims seeking injunctive relief for misuse of Marks, Confidential Information, account circumvention, or unauthorized Platform access, disputes will be resolved by confidential arbitration to the maximum extent permitted by law.

18.3 Arbitration forum. Unless the Company specifies otherwise, arbitration will be administered by DIAC under its rules. Seat: Dubai, UAE. Language: English.

18.4 Class action waiver. To the maximum extent permitted by law, disputes must be brought in an individual capacity only. You waive any right to participate in a class, collective, representative, or private attorney general action.

18.5 Waiver of jury trial. To the maximum extent permitted by law, you waive any right to a trial by jury.

18.6 Governing law. These Terms are governed by the laws of the United Arab Emirates, without regard to conflict-of-laws rules.

19 Miscellaneous

19.1 Force majeure. The Company is not liable for delays or failures caused by events beyond reasonable control.

19.2 Assignment. The Company may assign these Terms and its rights/obligations. You may not assign without the Company's prior written consent.

19.3 Severability. If any provision is held invalid or unenforceable, the remainder remains in effect.

19.4 No waiver. Failure to enforce any right is not a waiver of that right.

19.5 Entire agreement. These Terms and incorporated Policies constitute the entire agreement regarding the Program and supersede prior communications.

19.6 Headings. Headings are for convenience only and do not affect interpretation.

19.7 Language. The Arabic version prevails in the event of a conflict with the English translation.

20 Contact

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