

# Professional Services Agreement

This agreement is between two parties:

**First Party:**

([www.convolan.com](http://www.convolan.com)) which is owned by (Advanced Services Company Ltd.), located and registered in Jordan by Companies Control Department (CCD) in Jordan, with a national ID No. (200179611).

**Second Party:**

- **Full Name:** \_\_\_\_\_
- **Role:** (One Role for Each Account)
  - Online Sales Representative
  - Language Trainer or Teacher
- **Desired Plan** (For Teachers/Trainers)
  - Plan A                       Plan B                       Plan C                       Plan D
- **Address:** \_\_\_\_\_  
\_\_\_\_\_
- **Phone:** \_\_\_\_\_
- **Email:** \_\_\_\_\_
- **Bank Details:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 1. Introduction

This agreement consists of (15) items including Introduction.

This agreement is made to define each party's responsibilities.

This agreement aims to define multiple points and to outline the relationship between the company and professional service providers.

This agreement is allocated to:

- 1- Language Teachers/ Trainers in This Platform**
- 2- Online Sales Development Representatives in this platform**

"Second Party" is referred to both of them in this agreement.

If the item is under the header (GENERALS), it applies to both types of account.

## 2. Scope of work & Duration

### I. For Online Sales Representatives:

The scope of work for the Role of (*Online Sales Representative*) covers the area of work of promoting and marketing of ([www.convolan.com](http://www.convolan.com)) services in the way that the first party deems fit, including phone calls, email marketing, advertising on different platforms and any other ways the second party thinks useful and appropriate.

([www.convolan.com](http://www.convolan.com)) services include:

- 1- Language Speaking Sessions.
  - 2- Trainers Subscriptions.
  - 3- Sales Representative Subscriptions.
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4- Any other new service the website lists and publishes in the services tab on the website.

## **II. For Language Teachers & Trainers:**

The scope of work for the Role of (*Language Teachers & Trainers*) covers the area of work of Training Teaching Students through Speaking Sessions held on Zoom Software or any other equivalent.

## **III. GENERALS**

Promoting/ marketing and other roles will not require Online Sales Representative & Language Trainers or Teachers s to be within a precise location. Or to be committed to amount of weekly working hours. First party has no right to require specific working hours.

Online Sales Representative & Language Trainers or Teachers s are willing to finish their work wherever they believe appropriate. However, The First party has the full right to ban sales representatives from such territories, in order to avoid such issues. The first party has the full right to do the banning without providing a compelling reason to do so.

Promoting of services shall not be breaking the Privacy Policy and Terms & Conditions of the website (First Party). The way of promoting shall not break applicable labor law or criminal law.

This contract is considered valid as long as the second party has an active subscription on the website. However, the first party can cancel this contract for any reason the first party deems fit. There will be no consequences or any financial compensation to the second party. The first party will insist on not committing such actions unless the second party commits an action that breaks privacy policy or the terms & Conditions of use.

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### 3. Deliverables

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#### I. For Online Sales Representatives:

Sales Representatives shall be able to reach their customers and to promote ([www.convolan.com](http://www.convolan.com)) services in an efficient way, and convincing them to benefit from the services of the website.

#### II. For Language Teachers & Trainers:

Online Language Teachers & Trainers shall be able to accept speaking sessions requested by students in the platform and to hold the meeting over Zoom to train students how to use the desired language properly.

#### III. GENERALS

However, there will not be a sales target, which the Online Sales Representative & Language Trainers or Teachers must achieve. In order to achieve their tasks, Online Sales Representative & Language Trainers or Teachers s can benefit from the “flexible hours” system, managing their own time schedule.

The second party will not be asked to provide a working plan or working report, or to provide any time schedule of their working hours.

### 4. Methodology of work

#### I. For Online Sales Representatives:

The second party – Online Sales Representative & Language Trainers or Teachers s access their account over the website ([www.convolan.com](http://www.convolan.com)), after registering all required data, signing this agreement and choosing their desired plan, each Online Sales Representative will have a unique serial number and a **(Friend Code)**

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After promoting the website services in the way that second party deems fit, The Online Sales Representatives will send their **(Friend Code)** to the new clients so the clients can input these codes. If this process completes successfully, the new **Client** will get a discount of 5% of their bill, and **Online Sales Representatives** will get the agreed percentage of the first bill paid by the new client, as per the chosen plan, agreed percentages and the value of the invoice which the new client has paid.

## **II. For Language Teachers & Trainers:**

The second party – Language Trainers or Teachers s access their account over the website ([www.convolan.com](http://www.convolan.com)), after registering all required data, signing this agreement and choosing their desired plan, each Language Teacher & Trainer will be able to accept speaking sessions and lessons requested by students in the platform.

Once accepting the session, trainers and teachers will state the Zoom meeting ID and password, based on agreed time in the platform. If Teachers & Trainers conduct the meeting successfully on time, they will have their receivables as per the chosen plan, agreed percentages and the value of the invoice which the student has paid.

## **5. Hiring**

### **III. GENERALS**

Online Sales Representative & Language Trainers or Teachers s can benefit from “flexible hours” system, where they can manage their time schedule in their own way. The first party has no right to ask for time schedule or time plan regarding their scope of work.

Online Sales Representative & Language Trainers or Teachers s are not employee for the company nor the website, they are freelancers

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working with the website and they get paid with agreed fees for that, in the light of that, Online Sales Representative & Language Trainers or Teachers s will not be able to be covered in social security, medical insurance or any other benefit of employees as the Jordanian Labor Law lists. As well as, any other benefit as employees will not be applied or discussed.

Online Sales Representative & Language Trainers or Teachers have to stay registered to the website ([www.convolan.com](http://www.convolan.com)) as long as they will to benefit from this agreement, once they exit their subscription or get terminated, all their benefits will be no longer available. However, the first party will not be obligated to pay the second party all due amount after termination of exiting subscription takes place.

Online Sales Representatives & Language Trainers or Teachers s shall pay their monthly subscription fees in order to receive their agreed receivables of orders through the website mentioned.

Online Sales Representative & Language Trainers or Teachers can stop working and resume working at any time they are willing to. In the light of that, Online Sales Representative & Language Trainers or Teachers will not be able to get any type of vacations whether they are annual or sick vacations or other type of vacation, since they are benefiting from “flexible hours” as mentioned above.

## **6. Pricing**

### **I. GENERALS**

Online Sales Representative & Language Trainers or Teachers pay a monthly subscription through ([www.convloan.com](http://www.convloan.com)) payment gateway, as per their chosen plan in the registration. This item is applied for both of Online Sales Representative & Language Trainers or Teachers




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## 7. Financial receivables

### I. For Online Sales Representatives:

Financial receivables are the commissions of the sales led by the Online Sales Representative based on the points agreed and confirmed by the two parties. However, there is no monthly/daily/hourly/weekly or any other salary has to be paid.

These points will be redeemed to financial receivable and transferred to the bank account of the user.

Order Type	Points	Point Value	Value	ADVANTAGE
 Student Session	10	JOD 0.03	JOD 0.30	<i>The Best Seller !!</i>
 Trainer Subscription	75	JOD 0.03	JOD 2.25	<i>The Most Durable !!</i>
 Sales Subscription	150	JOD 0.03	JOD 4.50	<i>The Most Efficient !!</i>

## II. For Language Teachers & Trainers:

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Financial receivables are the teachers' share of the session price paid by the student based on the shares and plans agreed and confirmed by the two parties. However, there is no monthly/daily/hourly/weekly or any other salary has to be paid.

	Plan Type	Share	Session Price	Revenue	Plan Price	Advantage
	Plan A	70%	JOD 9.00	JOD 6.30	JOD 12.00	<i>Premium !</i>
	Plan B	35%	JOD 9.00	JOD 3.15	JOD 7.00	<i>Super !</i>
	Plan C	25%	JOD 9.00	JOD 2.25	JOD 5.00	<i>Intermediate !</i>
	Plan D	10%	JOD 9.00	JOD 0.90	JOD 3.50	<i>Basic !</i>

## III. GENERALS

Online Sales Representative & Language Trainers or Teachers can increase their financial receivables by increasing their sales & Invitations.

Online Sales Representative & Language Trainers or Teachers will receive their financial receivables within a period of not exceeding (30 Calendar Days).

(www.convolan.com) has no right to deliberately change or decrease the financial receivables of the Sales Representatives. Financial Receivables are automatically calculated based on the chosen plan for trainers and sales reps, total sales of the Sales Representative and agreed points.

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Due amount will be transferred through bank transfer based on the data which Online Sales Representative & Language Trainers or Teachers entered in the registration tab. However, any wrong data given by the second party, which might cause a wrong transfer or will stop the transfer from occurring will be upon the second party responsibility. Due amount will be calculated as per the chosen plan during registration.

Financial receivables will be subject to extra deductibles including but not limited to: International withhold Tax, which equals to (10%) of the final amount. Bank transaction fees or any other fees applicable.

(www.convolan.com) Is not obligated to provide notification to the second party regarding financial receivables transfer. The statement of reimbursement considers confirmed by any mean the first party deems appropriate. Both of first party and second party will have no right to claim difference in amount whether in increase or decrease after issuing transaction.

The dashboard of Sales Representative and Language Teachers & Trainers and previous reimbursement statements are the one of the reference of the financial receivables. Sales Representatives and Language Teachers & Trainers: have no right to claim for an amount greater than displayed on their dashboards in the website or the amount which have been transferred to their bank accounts. Sales Representatives have no right to claim for a change in the dashboards of the website.

The website might have some system errors or mistakes which might lead to a change in the amount of receivables in the dashboard. ConvoLan administration will conduct second human check to correct these mistakes. So the amount in the dashboard might be greater or

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lower than the real amount. However this amount is subjected to fees, charges and Taxes.

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(www.convolan.com) has no right to claim to be paid back, if the transferred amount was greater than the due amount displayed on the dashboard of Online Sales Representative & Language Trainers or Teachers or in the Reimbursement Statements. This applies when an error occurs while inputting the amount to be transferred, and will not apply if such a technical or other sort of problem caused a difference between the transferred to the second party amount and the displayed amount in the dashboard of the second party through the mentioned website.

(www.convolan.com) has the right to stop any transfer of the due amount if the first party was asked by any authorized party, locally or internationally. The first party will not be asked to provide any reason of stopping transferred amount. The first party has the full right not to transfer the due amount if the first party was asked to do so by any authorized parties, locally or internationally.

The actions of Banning, delaying or stopping or any other type of action that might prevent the transfer from taking place. All these actions if were taken by any authorized party will be upon the second party's responsibility. If this were to happen, the first party will not be asked for any compensation or reimbursing any party for the losses. Moreover, the first party is not obligated in any mean to list or inform any reason or any condition under which those banning, delaying or suspending actions took place.

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## 8. Termination

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### I. GENERALS

The first party are willing to maintain a good relationship with its Online Sales Representative & Language Trainers or Teachers s, based on that, the first party ([www.convolan.com](http://www.convolan.com)) will not deliberately cause any harm to any of the Online Sales Representative & Language Trainers or Teachers s working with this platform, unless the second party committed an action which leads to a harm of the platform or its reputation.

In case of termination, The First Party will not be obligated to transfer all financial receivables to the Terminated Sales Representative.

([www.convolan.com](http://www.convolan.com)) – First Party has the right to terminate any Sales Representative or Language Teachers & Trainers anytime without a notice period and without providing a compelling reason and where the first party deems fit. First party is not obligated to transfer all financial receivables of the second party, As well as, the first party will not be asked to transfer any additional amount to the second party or to compensate the second party for any loss might be caused due to termination.

## 9. Suspension

In case where the second party tends to suspend his/her account, they can contact the administration through email address [info@convolan.com](mailto:info@convolan.com) and the first party will proceed in suspending their account. This agreement will considered canceled and the first party will not be held accountable for any compensation or reimbursement to the second party.

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## 10. Personal data protection

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### I. GENERALS

([www.convolan.com](http://www.convolan.com)) – First Party will not be selling any of the Second Parties information, including but not limited (Names, Addresses, Bank Details, Interests) and any other personal information was given from the second party to the first party whether in this contract or during registration process in the mentioned website.

First party will have no right to ask the second party for any private information except information needed to achieve the company's targets, including but not limited (Issuing invoices, registration data base, bank transfers...etc.).

First party, has the full right to give such information, in a court of law, or if asked by legal and formal authorities.

## 11. Fraud

### I. GENERALS

([www.convolan.com](http://www.convolan.com)) runs on a reputable platform and deals with professional IT Developers. ([www.convolan.com](http://www.convolan.com)) also deals with a reputable payment gateway which will highly protect the website from fraud or cyber-attack or cyber hack. However, a fraud might take place somehow.

If ([www.convolan.com](http://www.convolan.com)) is subject to any possible fraud or cyber-attack including the platform on which the website runs or the payment gateway, or any other linked platform, the first party will not be held responsible for any loss of data, financial receivables, reimbursement statements or any other data in the website.

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Any fraud occurs while paying the subscription fees, or anytime the website does not receive the right amount of payment due to multiple reasons, The first party will not reimburse the second party with any value, and the second party will be kindly asked to re-process the payment again later until the website receives the right agreed amount of subscription.

([www.convolan.com](http://www.convolan.com)) has a trustworthy team running this website, if ([www.convolan.com](http://www.convolan.com)) informs the second party that the right amount of the payment was not received successfully, then the second party has no right to claim for the opposite.

## **12. Disclaimers**

### **I. GENERALS**

The first party ([www.convolan.com](http://www.convolan.com)) will continue on maintaining the good quality of their services, as well as increasing the inspection ratio and quality assurance through different tools. The first party will utilize all possible technological tools in which the first party can improve the process of detecting errors, fraud or any other harmful action by any user of this platform, including but not limited (harmful actions, terror action, violent action, any action that might advocate for racism or discrimination... etc.). However, any harmful action that the users might be subjected to will be upon their own responsibility, the first party will not be held responsible for any harmful action occurs on the website, despite the continuous effort the first party will keep on making to detect any suspicious activity or harmful action in anyhow.

The first party will not be held responsible for any mistaken information which the second party provides, any mistaken information provided by the second party to the first party including but not limited (Name, address, Bank Details) will be upon the second party's responsibility.

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Any information given by the second party to the first party by any mean, which might lead to any violent action, or might lead to transfer the money to any internationally banned party or country or association will be upon the second party's responsibility. Convolan.com or its owners will not be held responsible for such actions.

The first party welcomes all collaborating parties to help them detect any false information, fraud or any other harmful or violent action through the mentioned website or linked websites or platforms.

### **13. E-signatures**

#### **I. GENERALS**

E-Signatures can be applied to this document as well as the manual signatures. A copy of the agreement will be kept within the company records.

### **14. Applicable law**

#### **I. GENERALS**

A copy of (Privacy Policy and Terms & Conditions) can be displayed during the sign up process. Furthermore, all mentioned in the (Privacy Policy and Terms & Conditions) are applicable to this agreement.

The applicable law is the Jordanian Law, where the company is registered. However, the first party in this agreement has the right to choose any applicable deems fit.

This agreement becomes valid once signed by the second party, it stays valid until a further notice from the first party to the second party

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with any possible way the first party deems fit. However, the first party will not be required to prove the end date of this agreement.

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If any clashes occurs between parties, The first party is not obligated to inform the second party with any actions the first party is willing to do regarding this agreement. The announcement will take place by the official authorities and through official statement.

([www.convolan.com](http://www.convolan.com)) / the first party is not obligated to inform any party of the changes of the Privacy Policy and Terms & Conditions.

The first party are willing to maintain a good relationship with its Online Sales Representative & Language Trainers or Teachers s, based on that, the first party ([www.convolan.com](http://www.convolan.com)) will not deliberately cause any harm to any of the Online Sales Representative & Language Trainers or Teachers s working with this platform, unless the second party commits an action which leads to a harm of the platform or could in any how break the privacy policy and Terms & Conditions of the website or breaking the rules mentioned in this agreement or any other way the first party deems harmful and believes it deserves termination of the second party by the first party.

The first party has the right to end this agreement using any action the first party deems fit without providing compelling reason. The first party will not be asked to provide proofs of receiving the notice of ending or changing this agreement. Any technical or other problem that might prevent the email from receiving is upon the second party's responsibility.

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## 15. Attachments

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### I. GENERALS

This agreement consists of (17) pages and (16) items including the introduction and signature item. This agreement includes all mentioned in([www.convolan.com](http://www.convolan.com)) privacy policy and terms & Conditions attached. The second party must be aware of the latest update of the privacy policy of ([www.convolan.com](http://www.convolan.com)).

The second party confirmed to give the rightful information, regarding all fields of data which the second party has input on during the registration of the mentioned website or in this agreement.

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## 16. Signatures

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### **First Party:**

([www.convolan.com](http://www.convolan.com)) which is owned by (Advanced Services Company Ltd.), located and registered in Jordan by Companies Control Department (CCD) in Jordan, with a national ID No. (200179611).

### **Second Party:**

**Full Legal Name:**

**Date:**

**Role:** (One Role for Each Account)

- Online Sales Representative
- Language Trainer or Teacher

**Desired Plan** (For Teachers/Trainers)

- Plan A       Plan B       Plan C       Plan D

**Signature:**

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