

Distributor Buisness Manual



Welcome to VivaMK

This Business Manual has been designed to support the terms and conditions of your new VivaMK business. The Business Manual is referred to in the Distributor Agreement between you and VivaMK Limited. If there is any inconsistency between the Business Manual and the Distributor Agreement then the terms and conditions in the Distributor Agreement shall prevail.

1. The content of this manual applies to all VivaMK Distributors. All 'references to 'VivaMK' or 'the Company' will be references to VivaMK Limited.
2. Promoter in the UK and the Republic of Ireland: VivaMK Limited of Irish Square, Upper Denbigh Road, St Asaph, Denbighshire, United Kingdom, LL17 0RN
3. VivaMK "Life just gets better" offers a range of essential products for the home, garden and for personal use.

General Rules

1. You must always present the VivaMK Opportunity in an open, accurate and ethical manner.
2. You must always support any statement on income potential with factual examples and must not make unrepresentative or exaggerated income claims.
3. You must not interfere with any other VivaMK Distributor's business in any way.
4. It is a legal requirement that you provide every ordering customer with a copy of their order form as a receipt which must include your name, contact details and VivaMK Identification Number.
5. You must act as the first point of contact for customer product queries or complaints.
6. You must not bring VivaMK, its products or other Distributors into disrepute.
7. You must not trade on another Distributor's Account.
8. You must take appropriate steps to protect private information given by consumers, potential consumers, your down line and from potential prospects in accordance with GDPR Data Protection Act 2018. (<https://www.gov.uk/government/collections/data-protection-act-2018>)
9. As a self-employed VivaMK Distributor you must adhere to any regulations that may relate to your VivaMK Distributorship such as HMRC tax and national insurance, GDPR data protection act 2018, distant selling regulations. This list is not exhaustive.

VivaMK Advertising

General Rules

Whilst advertising the VivaMK opportunity or VivaMK products, all advertisements displaying the VivaMK name must comply with the following:

- A. No form of advertising should bring VivaMK into disrepute.

- B. You are responsible for all costs associated with your advertising including but not limited to production, cost of space and any ongoing costs that may be incurred
- C. In cases where advertising material is used contravening the advertising code, VivaMK will require you to remove the items immediately at your own cost.

VivaMK may at its discretion take further disciplinary action up to and including the termination of your Distributorship in the event of a breach of this code. Any decisions made by VivaMK will be final.

Recruitment

If placing an advert to recruit new VivaMK Distributors, you must consider the following:

1. The Wealth Warning must be inserted in a prominent position and all earnings stated must be truthful and sourced

It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme. Do not be misled by claims that high earnings are easily achieved.

2. We recommend a product summary as shown below:

VivaMK "Life just gets better" offers a range of essential products for the home, garden and for personal use.

3. The Name and Address details of the Promoter of the scheme, must be displayed:

VIVAMK Limited of Irish Square, Upper Denbigh Road, St Asaph, Denbighshire, United Kingdom, LL17 0RN

4. All advertising material bearing the VivaMK name must carry the words 'Independent VivaMK Distributor' on it. It must also state your name and contact details.

Social Media Policy

As a representative of VivaMK Limited and its brands, it is important both for the sustainability and reputation of our business and for yours that you use the name and association responsibly.

You will be held responsible for your actions in the same manner as if you had printed and distributed the information. It is important that as a representative of the VivaMK brand you use the internet in a responsible manner.

All posts, blogs, comments and quotes placed by you on any website or social media platform, such as Facebook, Twitter or Instagram, whether in the public domain or in a secret group, must comply with the following:

- be legal and decent
- be honest and truthful, you must be able to substantiate every claim that you make with evidence.
- comply with the terms and conditions of the third-party website, for example the Facebook terms and conditions.

- make it clear that you are an independent Distributor for VivaMK and must not state or imply that you are an employee, agent or partner of VivaMK.
- not be defamatory.
- not contain any language that is offensive, indecent or obscene.
- not be threatening or malicious.
- not contain any information about the VivaMK opportunity which has not been specifically stated in the authorised VivaMK literature provided to you by VivaMK.
- not mislead any potential Distributor as to what can be achieved through the VivaMK opportunity.
- not make any derogatory or misleading remarks or statements about another VivaMK Distributor or the VivaMK Business and its Brands or any VivaMK Product or any employee of VivaMK or any other company associated with VivaMK.
- not use the trade mark or other intellectual property right of any third party in a derogatory manner or in any manner which suggests any connection or association with the same.

VivaMK Pay Plan

Your income as a VivaMK Distributor is based upon the products you have purchased from VivaMK.

If you are a standard Distributorship, you will receive 25% commission from the resale of VivaMK products at RRP to your customers.

If you are a platinum Distributorship, you will receive 35% commission from the resale of VivaMK products at RRP to your customers.

You can upgrade at any time (subject to terms being met) from standard Distributor to platinum Distributor by contacting VivaMK.

From August 2018 VivaMK will be launching an MLM income pay plan.

Changes to your VivaMK Sponsor

VivaMK do not permit a change of sponsor. The sponsor you choose at time of registration will remain your sponsor for the duration of your Distributorship.

Any Distributorship who resigns (or becomes inactive and subsequently goes to left) from VivaMK but wishes to re-join within 1 year, must re-join under their original sponsor, or that sponsor's upline if they have left, so that they remain in the original leg and group of the VivaMK network.

If the date of re-joining is after one year, then you can re-join under a new sponsor of your choice.

Changes to your VivaMK Distributorship

A Distributorship can be registered in the name of one individual, as a single Distributorship, or with two individuals as a joint Distributorship.

After registration, if you wish to convert from a single Distributorship to a joint Distributorship or vice versa, you must first obtain the written consent of VivaMK. Any such consent may be granted subject to conditions.

If the named person joining an account has already been a named party to a different Distributorship Agreement in the previous 12 months, the 1 year change of sponsor rule may be waived at the discretion of VivaMK

Ordering VivaMK products

As a VivaMK Distributor you will be given access to the VivaMK Portal. On this portal you will be given access to order VivaMK products, make a payment, track your activity, and run your VivaMK business.

An order can be placed 24/7 through your Distributor portal. Providing your account has sufficient funds, VivaMK will pick, pack and despatch your order within 48 working hours.

Delivery of your VivaMK Order

VivaMK cannot guarantee the day of delivery. VivaMK is not liable for any loss if delivery is delayed for any reason. Orders can be delivered to any address of your choosing within the UK or Ireland, delivery charges will vary accordingly and will be displayed at the time of placing your order.

Leave Safe Instructions.

VivaMK will accept Leave Safe Instructions on all orders enabling an order to be delivered to your designated safe place without a signature being needed for the order.

Leave safe places must be at the designated delivery address and be dry, safe and secure but accessible by our courriers. Instructions for keys, locks or other security devices will be removed, the courier cannot be responsible for safeguarding your chosen leave safe place. Instructions that could cause damage to your parcel will also not be followed out.

Any leave safe delivery instructions are at the responsibility of the Distributor and once delivery has been made by the VivaMK courier, we accept no responsibility for any loss or damaged to the goods that may occur.

Order Discrepancies

All orders are picked by using an order contents note to ensure all items are included within your order. Your order is then passed to the packing department to be packaged up safely and securely, at this point, the packer double checks the picked order against the contents note to ensure all items are contained within the parcel(s) before your order is sealed for delivery. All parcels are then weighed and recorded within the system as a final verification check to ensure all listed items have been picked.

Our robust picking and packing system is in place to ensure that all our VivaMK Distributors receive their order in full at first point of delivery. However, if you receive an order and have a discrepancy, please ensure you report this to VivaMK within 24 hours of receipt of your order. VivaMK can then start an investigation and look at the reports generated when your order was weighed at despatch.

Delivery Charges

All orders are subject to VivaMK delivery charges. VivaMK are committed to keeping these charges as low as economically possible. All delivery charges will be displayed at time of placing your order with VivaMK.

VivaMK Returns Process – Unwanted Items / Good Condition

Where possible, we ask our agents to re-sell any unwanted items that are in a good condition, so that you don't lose any commission earned on the item(s). However, should you need to return an item, please fill in the VivaMK returns form. This can be found on www.vivamk.com under downloads.

Simply follow this step by step process:

1. Fill in the returns form with all the required information.
2. Send a copy of the returns form to distributorreturns@vivamk.com
3. Print out a copy of the returns form to put inside your returns box. N.B. if you do not have a printer then a written copy can be included but we will require all the relevant information that is listed on the returns form. Without this information we will be unable to link the return to your account.
4. Send the returns parcel back to VivaMK:
VivaMK
Bodelwyddan Business Centre
Abergele Rd
Bodelwyddan
LL18 5SX

Please ensure you read the returns policy before sending an item back to VivaMK. Any items returned outside of the returns policy will not be refunded unless prior permission has been given by head office.

VivaMK Returns Policy – Unwanted items / Good Condition

The company recognises that there are occasions when Distributors may find it necessary to return product(s) for reasons beyond their control. The returns policy and procedures outlined here are applicable to all VivaMK distributors and must be adhered to at all times, to ensure that returns are dealt with efficiently and with the minimum of delay.

1. Items will be accepted for return providing they are within 42 days of the original invoice date. Please be advised that there may be some exceptions to items you can return, these will be stated at point of sale.
2. All non-faulty items must be returned in unmarked and original packaging. In the event that they are marked with price labels, Distributors' address labels, or not within original condition and packaging, no credit will be given. Any cosmetic items must be returned unopened, unused and in a re-saleable condition with all tamper-resistant seals, packaging and any cellophane intact. Any cosmetic product opened will have no credit given unless faulty.
3. Returned goods must only be sent back after sending your returns form via email to distributorreturns@vivamk.com with all the required information. All items must then be returned to VivaMK within 14 days of the return form being sent. Any items not received within this time frame will be deemed to have been re-sold and will no longer be eligible for a credit.
4. Returned products will only be credited to your account once they have been received and checked by VivaMK. If there are any discrepancies with your returns, VivaMK will contact you.
5. All products will be credited at the invoiced price within 3 working days of receipt.

6. Sponsoring and Retailing Aids will not be accepted for return unless they have been incorrectly supplied.
7. Any items returned that are outside the returns policy will be disposed of and no credit will be given. We will not return any item(s) back to the sender that have been incorrectly sent.
8. VivaMK will refund up to the value of £7.00/€10.00 per distributor per calendar month to cover the cost of any returns. To obtain this refund you will need to send VivaMK a copy of your returns receipt showing the cost and proof of return to distributorreturns@vivamk.com Any Costs incurred above this value will be at the distributor own expense.
9. It is the responsibility of the VivaMK distributor to retrieve the goods for return from their customer and send to VivaMK.

VivaMK Returns Process – Faulty / Damaged / Leaking items

VivaMK will do their utmost to ensure all products ordered are fit for purpose and received in satisfactory condition at all times. However, should you receive a product that you think is damaged, faulty or leaking, please email VivaMK within 24 hours of noticing the issue.

Please send an email to distributorreturns@vivamk.com with the following information:

- DIN Number
- Order Number
- Item Number
- Item Description
- Full description of the fault

Please ensure you include photos of the fault with the item. Without photographic evidence we will be unable to progress further with your claim.

VivaMK will respond to you within 3 working days of receipt of your email and will issue further instructions.

Please note, all VivaMK products are given 12 months warranty from the date of original invoice. Faulty items older than 6 weeks but within the 12 month guarantee will be replaced and not refunded. A refund will only be given if the product is no longer available.

Credit Trading Terms – Standard Account

Standard VivaMK Distributorships will receive a trading facility of £100/€120. This credit facility must be used solely for the purposes of carrying out business as a VivaMK Distributor.

All products purchased, using the VivaMK credit facility, are due for payment 14 days from date of invoice. If payment is not received within 14 days then your VivaMK account will be placed on hold.

If you are overdue on payment, VivaMK will write to you requesting that the account be brought up to date. Failure to make satisfactory payments will result in the account being frozen and placed with a debt recovery agency to recover any monies owed.

Any Distributor passed to a debt recovery agency will be terminated from the VivaMK programme immediately. Any Distributor who is passed over to bad debt, but subsequently repays all monies owed, may apply to re-join the VivaMK programme by contacting VivaMK HQ. Any such consent to

re-join will be subject to conditions. VivaMK reserves the right to refuse any application for a Distributorship.

Self Sufficient Trading – Platinum Account

Platinum Distributorships will operate their Distributorship with no credit facility which means that payment must be made at the time of placing your order.

Invoices

An Invoice will list all the Products and or business aids that were ordered and dispatched and show the amount the VivaMK Distributor has been charged and if applicable the date on which that payment is due.

How to Pay

If you are a standard Distributor you will be able to place an order for up to £100 before a payment will be requested. If you are a platinum Distributor, you will need to make payment for all orders at time of placing the order.

In the interests of card holder security, we can only accept payment by credit or debit card if payment is made via the Distributor portal. These payments will be processed by Worldpay. Do not provide your card details to any third party.

We are unable to accept payments from American Express.

Account Status

Active Distributor

To remain as an Active VivaMK Distributor, you must have been invoiced for a product and/or a business aids in the previous 60 days. If you do not meet these requirements you will be moved onto an inactive Status

Inactive Distributor

If you become inactive you may re-activate your account by placing an order for products and/or business aids within 30 days of becoming inactive. If you do not re-activate within this time your Distributorship will automatically be terminated and any downline Distributors that you have sponsored will be reallocated to your upline. Should you wish to re-join after your account has been terminated due to inactivity, you will have to join as a new Distributor.

Inactive Distributors do not qualify for any payments from VivaMK (under the VivaMK Pay Plan).

Pending Orders

Should you place an order which is in excess of your allocated credit limit, the order cannot be placed. The order will remain pending in your Distributor portal until a payment of sufficient value is made.

It is your responsibility to ensure sufficient funds have been paid to place the order.

Accounts on hold

An account will be placed on hold for any of the following reasons:

1. A Distributor has not cleared their trading account by the due date
2. A Distributor's credit/debit card payment has been charged back by the bank.
3. Any activity that contravenes the Distributorship's terms and conditions.

If your account is placed on Hold, at the discretion of the VivaMK Management:

- a. No further orders will be dispatched.
- b. No payments from the VivaMK Pay Plan will be made.

Accounts will only be taken off hold when you have taken the appropriate corrective action.

Change of Details

If you change your contact details then you must immediately inform VivaMK via email distributorservices@vivamk.com from your registered email address stating your identification number and the changes to be made.

Distributor Support

If you need support with any aspect of your VivaMK Distributorship your best point of contact is your upline and leader.

VivaMK can be contacted via email at distributorservices@vivamk.com or via our VivaMK Facebook support group <https://www.facebook.com/groups/864343550442677/>

Always state your Distributor Identification Number (DIN) when contacting VivaMK

Distributor Complaints Procedure

Sanctions up to and including termination may be imposed if VivaMK considers such action to be appropriate. Where it is suspected that a criminal offence has taken place you should first contact the Police.

It is the responsibility of every VivaMK Distributor to ensure you are familiar with the provisions of the Distributorship Agreement including the Business Manual and the procedures to be followed in respect of breach of them.

STAGE 1

If you wish to complain about a breach of VivaMK policy by another Distributor, talk to your sponsor and seek their advice

STAGE 2

Having discussed the complaint with your sponsor and agreed to proceed, you or your sponsor should contact senior leader with VivaMK and make them aware of the issue.

If the complaint is against someone within your own line of sponsorship, your senior leader is best placed to deal with it. If the complaint is against a Distributor outside of your own line of sponsorship, then your senior leader will contact the other senior leader in an attempt to resolve the issue.

STAGE 3

If at Stage 2 the complaint cannot be resolved, a formal complaint should be made by emailing distributorservices@vivamk.com accompanied with evidence of the breach of VivaMK terms and conditions. Without evidence VivaMK cannot proceed with the complaint.

STAGE 4

Once the email has been received with full details of the complaint and evidence of the breach, VivaMK will investigate the issue and take any necessary required action. No further correspondence regarding the investigation or outcome will be entered into.

Any decision the company makes will be final. The company will not communicate the outcome of its investigation to the complainant Distributor.