

muto

POLICY MUTO REFERRAL PROGRAM

This Referral Policy describes the engagement rules for the Referral Program which is an initiative designed to foster collaboration between XPOfleet Belgium BV (“Muto”) and external consultants and outsourcers.

The primary goal of the Referral Program is to incentivize and empower external consultants and outsourcers to act as Referral Partner for Muto. By encouraging them to advocate for our comprehensive mobility data management solutions, Muto aims to extend its reach within the industry and provide Fleet/HR/Mobility managers with optimal mobility management services.

The Referral Program serves as a framework to motivate and reward the Referral Partners who recommend the Muto services on an occasional basis to other companies and their fleet/HR/Mobility managers who are not a Muto customer yet.

For the purposes of this Referral Policy, the term “Referral Partners” refers exclusively to incorporated entities, legal persons, or business entities duly registered and recognized under applicable laws, who apply to the Referral Program. Private individuals are not able to be considered Referral Partners under the Referral Program.

HOW DOES IT WORK?

To be able to be considered as a Referral Partner, companies need to be known in the Muto database. This can be done via an email to info@mutomobility.com

After approval, Muto will officially register the respective external consultant or outsourcer as a Referral Partner in their system. The Referral Partner will send a referred customer lead via the following link: <https://go.mutomobility.com/muto-referral-program>

It is not necessary for the referred customer to explicitly mention that they were referred by a specific Referral Partner. Muto will handle all payments, operations and support.

INCENTIVE FOR REFERRAL PARTNERS

The Referral Partner shall receive an incentive equal to 2 months worth of their referred customer's license fee once their referred customer has been a Muto customer for 6 months. Muto will keep track and contact the Referral Partner once their eligible for the incentive. This incentive shall be invoiced by the Referral Partner once their referred customer has been a Muto customer for 6 months and is not combinable with other actions.

Muto reserves the right to change the above rewards temporarily or permanently.

MISUSE AND FRAUDULENT ACTIVITIES

In the event of any suspicion of misuse or fraudulent activities related to the Referral Program, Muto reserves the right to refuse the payment of incentives associated with the referred customers in question. This includes, but is not limited to, instances of false referrals, exaggerated claims, or any deceptive practices aimed at exploiting the Referral Program.

Muto also retains the authority to cancel the agreement with the involved Referral Partner in case of substantiated misuse and reserves all rights to terminate for cause the agreements it has with such Referral Partner for other services. Partnership cancellation may occur when there is clear evidence of intentional violation of this Referral Policy, jeopardizing the fairness and integrity of the Referral Program.

he incentives they would have received in case the discontinuation would not have taken place.

MODIFICATION AND TERMINATION

Muto acknowledges the dynamic nature of business environments and reserves the right to adapt its Referral Policy and Referral Program to align with evolving needs and circumstances. Therefore, Muto reserves itself the right to modify, limit, or discontinue the Referral Policy without prior notice or obligation.

By participating in the Referral Program, Referral Partners acknowledge and accept the possibility of modifications, limitations, or discontinuation of the Referral Policy by Muto. In case the Referral Program is discontinued, for whatever reason, Muto will provide the Referral Partners which applied before the discontinuation with the incentives they would have received in case the discontinuation would not have taken place.

RELATIONSHIP DISCLAIMER

This Referral Policy is binding between Muto and the Referral Partner. The agreement based on this Referral Policy between parties does not constitute a joint venture. Both parties enter into this agreement as independent entities, each maintaining autonomy over their respective operations and business decisions.

The Referral Policy does not establish a subcontracting relationship between Muto and the Referral Partner. The Referral Partner is not authorized to act as a subcontractor or representative of Muto, and no such implication should be inferred.

There is no commercial agency relationship established by this Referral Policy. The Referral Partner is not an agent of Muto and is not authorized to make commitments, enter into contracts, or act on behalf of Muto. The Referral Partner is and will not have a continuing authority to negotiate on behalf of and/or in the name of Muto. The Referral Policy does not create an employee-employer relationship between Muto and the Referral Partner. The Referral Partner's representatives engaging in referral activities are not considered employees of Muto, and the Referral Partner assumes responsibility for their own personnel, expenses, taxes, and legal obligation. Muto's liability and its relationship with the referred customer are governed by Muto's terms and conditions. <https://mutomobility.com/wp-content/uploads/2024/05/MUTO-Terms-and-Conditions-May-2024.pdf>

MINDEMNIFICATION

Referral Partners agree to defend, indemnify, and hold Muto harmless from any claims, legal proceedings, liability, losses, costs, or expenses, including reasonable legal fees, arising out of or related to the Referral Partner's participation in the Referral Program.

Referral Partners acknowledge their responsibility to adhere to all applicable laws and regulations in the course of participating in the Referral Program. In the event of any violation, Referral Partners agree to defend and indemnify Muto against any legal consequences or liabilities that may arise.

APPLICABLE LAW

The provisions of this Referral Policy are exclusively governed by and must be interpreted in accordance with Belgian law. Any dispute between the Parties relating to this Referral Policy shall fall under the exclusive jurisdiction of the courts of Antwerp, Antwerp section.

INDEMNIFICATION

Referral Partners agree to defend, indemnify, and hold Muto harmless from any claims, legal proceedings, liability, losses, costs, or expenses, including reasonable legal fees, arising out of or related to the Referral Partner's participation in the Referral Program. Referral Partners acknowledge their responsibility to adhere to all applicable laws and regulations in the course of participating in the Referral Program. In the event of any violation, Referral Partners agree to defend and indemnify Muto against any legal consequences or liabilities that may arise.

**Questions?
Contact us now!**

info@mutomobility.com