

# ALTUSHOST B.V.

## Affiliate Program Terms and Conditions

The following Terms and Conditions (Terms or Agreement) apply to your participation in the Affiliate Program offered by AltusHost (we, us, our) or any of our affiliated entities. The Affiliate Program (the Program) allows you (the Affiliate, your) to promote AltusHost's services and receive commissions as set out in this Terms and Conditions. The Terms and Conditions incorporate by reference our Acceptable Use Policy (AUP) and our Privacy Policy.

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### 1. Participation in the Affiliate Program

Enrollment in the Program requires application through the affiliate signup form on the AltusHost website (the Website). We review all affiliate signups within 14 business days, during review period affiliate account will be Active. However, if after review process we determine that you are not suitable for the Program for any reason, your application can be rejected and account closed.

### 2. Your Responsibilities

As an AltusHost Affiliate, you agree that:

- You are responsible for providing us with full and accurate account information and for keeping that information up to date. Such information includes, but is not limited to: contact details, all website URL(s) where AltusHost will be promoted, promotional practices and means, payment details, tax information and any other details we may require. We reserve the right to request additional data regarding all the websites where you promote AltusHost and the promotional practices you use. Failure to provide accurate information may result in exclusion from the Program, suspension or termination of your Affiliate account and forfeiture of any commissions.
- You should act in good faith to refer customers in good standing. Customers in good standing are hosting account owners who have provided valid contact information, are not flagged for high fraud risk, have active accounts that do not exceed any quotas or limitations as per the AltusHost Terms of Service and actively use their accounts. Active account usage is determined at our sole discretion and may be based on any of the following: number and frequency of logins into the User area and account control panel; frequency of new content upload on the account; number of visits on the website and the

frequency of such visits; any other way that unambiguously demonstrates the user actively operates with the account; etc.

- You should not take actions or make recommendations to your referrals that result in a potential revenue loss for AltusHost.
- You should not engage in incentivized programs and business-opportunity sites, using marketing practices that might be unethical or likely to attract customers not in good standing.
- You should not use on behalf of your referrals or encourage your referrals to use on their AltusHost accounts any copyrighted or third-party material without the proper licenses.
- You should not copy, alter or modify any icons, buttons, banners, graphics, files or content contained in AltusHost's Links, including but not limited to removing or altering any copyright or trademark notices, without prior written approval from us.
- You should not engage in any blackhat SEO/SPAM link building techniques in order to generate more referrals for AltusHost.
- You agree not to violate any applicable law.
- You should be loyal to AltusHost and should not misuse its confidence and shall not damage its reputation.
- You are required to disclose the affiliate relationship with AltusHost on your website.
- If we detect a pattern in your affiliate practices that in our reasonable opinion violates any aspect of the Terms, we reserve the right to suspend or terminate your affiliate account and cancel all outstanding commission payments due.

### **3. Affiliate Advertising**

When advertising our services, you should use only promotional materials approved by AltusHost. Approved materials are only those we provide in your Affiliate Portal or the ones that an AltusHost representative approves in writing. Approved materials may contain the AltusHost trade names, service marks, and/or logos for display on your Affiliate Site and slogans. We hereby grant you a limited, non-exclusive, non-transferable license to access and download such promotional materials for placement on your website for the sole and exclusive purpose of promoting websites owned, operated or controlled by AltusHost. By using such promotional materials, you agree to work with us in order to establish and maintain approved promotional materials.

Upon termination of your affiliate account, the limited, non-exclusive license to access and download promotional materials of AltusHost shall be automatically withdrawn.

Inappropriate ways of advertising include, but are not limited to:

- Using any illegal or spam method of advertising, e.g. unsolicited email, unauthorized placing of the link in forums, newsgroups, message boards etc.;
- Bidding on keywords and phrases containing the "AltusHost" trademark, or variations or misspellings of the trademarked term on Pay per Click or Pay per Impression campaigns

on the search engines (Google, Yahoo, MSN, Ask, Bing or others) without our prior approval. You are not allowed to use the AltusHost Website(s) as display URL in PPC ads and to direct-link or redirect to the AltusHost Website(s);

- Using non-unique copyright infringing content to promote AltusHost;
- Using traffic generated by pay to read, pay to click, banner exchanges, click exchanges, PPV advertising, pop-up/under, or similar methods;
- Providing cash backs, rewards or any other kind of incentives to obtain the sale without our prior approval;
- Offering price savings methods, including coupon(s), voucher(s), discount codes, or added value offers without our prior approval;
- Using our advertising and promotional materials, trademark or name in a way which negatively affects our image;
- Using iframes or any other techniques or technology that places your affiliate tracking cookie by any means other than an actual click-through;
- Using link cloaking or masking techniques or technology with the goal to promote AltusHost on websites and/or networks not explicitly listed in your affiliate profile and hiding that traffic source;
- Your website(s) must NOT contain lewd, obscene, illegal or pornographic material or any other material that is deemed to be objectionable. This includes, but is not limited to, bigotry, hatred, pornography, satanic materials, trademark and copyright materials, all content of an adult nature, etc. The designation of any materials as such is subject to our reasonable opinion;
- Your domain name(s), company name, logo, trademark, product(s), project(s), service(s) must NOT contain keywords and phrases containing the "AltusHost" trademark or any other variations or misspellings confusingly similar to AltusHost trademark, name, logo or domain name, without our prior approval;
- Your domain name(s), company name, logo, trademark, your product(s), project(s), service(s) must NOT contain keywords and phrases that contain or are confusingly similar to third-party trademarks, names, logos or domain names, unless you have been duly authorised by the trademark owner.
- AltusHost shall have the sole right to decide if a promotional method you use is appropriate. The use of any advertising method that we consider inappropriate may result in a warning, suspension or termination of your affiliate account and cancellation of all outstanding commission payments due.

#### **4. Affiliate Tracking Cookies**

We track affiliate sales automatically by the use of cookies. The cookies are placed in the browser of the user that clicks on the affiliate link to reach our website. Each cookie is stored for 60 days. If there is a previous affiliate cookie in the same user's browser the new cookies will overwrite it. AltusHost is not responsible for cookies intentionally deleted by users.

## 5. Affiliate Commissions

We shall pay you a per-sale commission for any valid sale you refer to AltusHost. For a valid sale ALL of the following are true:

- The sale was made as a result of your active referral efforts. We determine that if any of the following is true:
  - At the time of order the customer has an active cookie indicating you as the last affiliate who referred them to our website, provided that the customer has not reached our website through a search engine with a search string not containing the AltusHost name;
  - You claim that you have referred a customer no later than 1 month from their order date, the customer does not object to that claim and we do not have information that attributes the sale to another advertising channel.
- Your affiliate account must be active at the time of the sale. No commission is due for sales that were made before you registered for our Affiliate Program.
- The customer you refer has not used our services before and has not signed up for an affiliate account with us before.
- The customer completed their order processes without any assistance from you, including when you act on behalf of the customer.
- The sale is for any of our default Web Hosting, VPS Hosting or Dedicated Server plans. Sales for other services or additional account features do not qualify for commissions.
- The sale is for any of our default Web Hosting, VPS Hosting or Dedicated Server plans at any billing cycle. The item price should be more than 40 EUR equivalent of 40 EUR as per the exchange rate for any other respective currency that might be used by the customer to complete payment for their services.
- The referred customer has maintained his account active, with a domain name pointed to one of our servers and a website with user-uploaded content for the minimum required period as described below. User-uploaded content is defined as content different from any default installation via automated installation tools we provide or different from any default content you upload across the accounts you refer. The minimum required period is set to:
  - More than 60 days for accounts initially ordered with a billing term longer than one month.
  - More than 90 days for accounts initially ordered with a one-month billing term.
- Sales of hosting accounts that are cancelled by the customer or suspended by AltusHost for any reason do not qualify for an affiliate commission.
- The initial order payment and any related service renewal payments of the referred customer are fully processed and are not subject to refund or chargeback.
- We reserve the right to mark any sale as invalid at our own discretion, without providing any explanation or justification.

## 6. Commission Payments

AltusHost shall pay all affiliate commissions based on the structure and in the currency outlined on the Affiliate Program signup page, unless a custom agreement exists in writing. Any commissions earned for valid sales will be paid out after a holding period of 60 days. We reserve the right to extend the holding period as set out in the Terms and without prior notice for as long as is reasonably necessary in order to establish the validity of a sale.

We process commission payouts once per month or less often depending on your preferences. Affiliate commissions are paid out via PayPal and you are responsible for any transaction fees, unless a custom agreement applies.

You are solely responsible for keeping all your information up to date including postal and email addresses, name, payment information, tax information and any other personal information that will impact our ability to process a commission payout. We will suspend commission payouts until we have all required details, including your tax information. Payout on suspended commissions can be claimed up to 6 months from the date they would have been originally due for payment.

We may suspend your commission payouts at any time and for any period, if we suspect fraudulent or other improper activity or a potential violation of this Agreement by you or any customer you refer.

We reserve the right to deduct from your current and future commissions any and all commissions paid out for sales that are fraudulent, questionable, or canceled. Where no current and future commissions are due, we will send you a bill for the balance of such refunded purchase upon termination of the program or termination of the referred customer account.

## **7. Invoicing**

We shall provide you with a statement of commissions due in your Affiliate Area.

If applicable for your country of residence, we will issue self-billing invoices for all commission payouts, including applicable taxes. The Affiliate Program Terms and Conditions will be considered a valid Self-billing Agreement between you and AltusHost that shall continue until termination of your Affiliate account. By signing up for our Affiliate Program you agree to accept self-billing invoices raised by AltusHost on your behalf, not to raise any sales invoices for the commission payouts you receive from AltusHost and to notify us immediately if you change your name, company details or tax registration status.

## **8. Relationship of the Parties**

Both AltusHost and the Affiliate agree that they enter into this Agreement as independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency franchise, sales representative, or employment relationship between them. The Affiliate has no

authority to make or accept any offers or representations on the behalf of AltusHost. The Affiliate cannot make any statement, whether on the Affiliate website or otherwise, that reasonably would contradict anything in this section.

## **9. Account Termination**

You can cancel and terminate your affiliate account at any time by contacting us through your Affiliate Area. We will send you written confirmation that your account has been terminated.

AltusHost can terminate an affiliate account:

- With a seven-day prior notice without explanation.
- Immediately with no prior notice, if you or your affiliate account violate the Affiliate Program Terms and Conditions.
- Immediately with no prior notice, if you have not generated any sales for a period longer than 6 months.

Once an affiliate account is terminated, we will no longer track the sales associated with the affiliate and you will not qualify for future affiliate commissions. Any commissions due at the time of termination will be paid to the Affiliate after any holding period and in accordance with a regular payout cycle. No outstanding commission payments will be due if we terminate your account because of violation of this Terms and Conditions and an administrative fee of 50 EUR, or the equivalent in the currency listed in your Affiliate Area, shall be due by the Affiliate.

Upon termination of the Affiliate account, the Affiliate is obliged within 3 business days to remove all promotional materials, trademarks, links, logos and slogans of AltusHost from his web site. This provision shall survive the termination of the Agreement. After the termination of this Agreement, the Affiliate shall not have the right to use AltusHost trademark(s), logo and slogans and shall refrain from any actions which may directly or indirectly adversely affect the image and reputation of AltusHost, as well the business relations with its current and potential clients.

Upon termination of the affiliate account, this Agreement shall be automatically terminated.

## **10. Limitation of Liability**

YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU WILL NOT UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, HOLD US OR OUR LICENSORS, AGENTS, EMPLOYEES, OFFICERS AND/OR THIRD PARTY VENDORS LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, COST SAVINGS, REVENUE, BUSINESS, DATA OR USE, OR ANY OTHER PECUNIARY LOSS BY YOU OR ANY OTHER THIRD

PARTY. YOU AGREE THAT THE FOREGOING LIMITATIONS APPLY WHETHER IN AN ACTION IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY AND APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WE BE LIABLE TO YOU IN THE AGGREGATE WITH RESPECT TO ANY AND ALL BREACHES, DEFAULTS, OR CLAIMS OF LIABILITY UNDER THIS AGREEMENT OR UNDER ANY OTHER DOCUMENT FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU TO US DURING THE ONE MONTH PERIOD PRECEDING A CLAIM GIVING RISE TO SUCH LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU AGREE THAT IN THOSE JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

This provision shall survive termination of the Agreement.

#### **11. Choice of Law, Jurisdiction and Venue**

The validity, interpretation, and performance of this Terms shall be exclusively controlled by and construed under Dutch law. Any disputes shall be submitted to the competent Dutch Court in Amsterdam. If the Customer who is not acting in the exercise of an occupation or a business is not in agreement with this choice of court, then the Customer shall be entitled, within a period of 30 days after AltusHost invokes the choice of court, to opt for settlement of the dispute by the competent court according to the law. If any provision of this TOS and/or the agreements and policies governing the Services turns out to be void, it does not invalidate the entire agreement. In that case, the parties shall determine (a) new provision(s) which resemble(s) the intention of the original TOS and/or agreements and policies governing the Services as closely as legally possible. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

#### **12. Changes to the Affiliate Program Terms**

We may alter this Agreement and any policies or provisions incorporated by reference at any time. The amendments and/or supplements of the Agreement shall be effective immediately upon posting to the website of AltusHost. The current Terms and Conditions is always available on AltusHost's website. If you do not agree to any amendments, you must terminate your Affiliate account within 10 business days of the date of the amendment. Only a AltusHost officer may alter this Terms and Conditions. No agent of, or person employed by or under contract with, AltusHost has any authority to alter or vary this Terms and Conditions in any way. No oral explanation or oral information given by any party shall alter the interpretation of this Terms and Conditions.

*Last revised: January 2018.*

