

# **Affiliate Program General Conditions**

These General Conditions regulate the terms and conditions of use of Stak Hosting's affiliate program at the address <a href="https://www.hostingstak.com/affiliates.php">https://www.hostingstak.com/affiliates.php</a>.

This contract is between Hosting Stak by **MAKE BS LTD**, City of London, 88 Wood Street-10th floor, EC2V 7RS, London, hereinafter referred to as Hosting Stak and the Client will hereafter be referred to as "affiliate".

The affiliate program is a business collaboration agreement through which Hosting Stak recognizes to affiliates a commission on sales of hosting services from the site http://www.hostingstak.com under the conditions stated below.

The acceptance of the following terms is necessary for the commercial collaboration agreement to be effective.

## **Application method**

To join the affiliate program, the website registration to the site https://www.hostingstak.com and the activation of the affiliate account are necessary.

Hosting Stak reserves the right to accept or reject the application request.

In particular, Hosting Stak will reject requests related to:

sites with pornographic content;

sites infringing copyright;

sites with racist content;

sites that incite violence;

sites that promote illegal activities;

sites that violate the moral, religious and intellectual freedom of individuals.

Hosting Stak reserves the right to reject the application to join the program at any time at its discretion.

## **Obligations of the Affiliate**

The affiliate can't modify the link or banners code taken inside the control panel;

The affiliate has no right or title on brands owned by Hosting Stak

The affiliate agrees not to disclose via spamming, i.e. sending commercial information by unauthorized e-mail, the website link www.hostingstak.com, in which case the immediate interruption of the following agreement will follow. If illegal activities of sending unauthorized emails are detected, the affiliate will be held liable for possible damages caused to Hosting Stak due to its misbehaviour.

## **Hosting Stak obligations**

To provide the affiliate with all kinds of information related to the services that it promotes;

To provide the affiliate with a control panel to display the products/services on which it is entitled to a commission;

To keep the affiliate control panel updated with any commissions due;

To recognize the affiliate any commission on orders;

To recognize the fees calculated at the agreed time;

To provide the user from the affiliate's link all types of support related to the services on sale on the site http://www.hostingstak.com

### Rules for the recognition of commissions

Hosting Stak recognizes a commission of 10%, including VAT, for each service sold;

The commissions will be calculated on orders made within the validity period of this Agreement;

As "orders" are considered those orders regularly paid by the customer who will not use the right, provided for by law, to terminate the Agreement within 30 days;

The affiliate program is based on the cookies system. They will have a duration of 30 days and will store the referring links from the affiliate's website;

The commission calculation is performed on all the products sold by Hosting Stak except for the domains not-associated with hosting packages (only registration or domain transfers). The commission calculation is not made on the renewal of the services for which the affiliate has already received a commission;

The affiliate will not receive any commission on services sold in special offer or services related to the affiliate itself;

The credit available for the payment request must be requested no later than 30 months from the date of reaching the minimum balance equal to 50 euros. Otherwise the credit accrued will not be recognized.

#### **Price List**

The sale price of the services and, therefore, the related commissions, are subject to possible variations, determined by Hosting Stak.

### **Terms of Payment**

Hosting Stak will carry out the payment of the accrued commissions within 30 days from the submission of the invoice or receipt with withholding tax;

In case that the Affiliate is not in possession of a VAT, a receipt with withholding tax must submit;

The invoice or receipt with withholding tax shall report a net to pay minimum of 50.00 euros.

## **Service interruptions**

Hosting Stak is committed to maintain its Internet site active and fully functional, except in cases of force majeure or interruptions due to maintenance work;

Hosting Stak shall not be held liable for such interruptions and the consequences resulting therefrom.

## **Duration of the Agreement**

This Agreement is effective as of the membership application and has a duration of 12 months;

This Agreement will be automatically renewed unless there is a termination request, at any time, by email or fax, by either party, whenever one of them violates the terms of this Agreement.

#### **Privacy policy**

Hosting Stak guarantees, in accordance with the Italian law 675/96, that the processing of personal data is carried out by respecting rights, fundamental freedoms and dignity of

individuals with particular reference to privacy and personal identity; it also guarantees the rights of legal persons and every other corporation or association;

In particular, Hosting Stak will manage the customer data for all purposes related to the provision of the service and for marketing and promotional purposes. At any time, the customer can have access to its data, request their modification or oppose to their use.

## **Modifications and variations of the Agreement**

Hosting Stak reserves the right to change at any time the terms set forth in this Agreement and the commissions applicable to this contract by giving notice via e-mail;

it is without prejudice the right of the affiliate to terminate the contract, through e-mail, within 15 days from the receipt of notice, after which in case of no communication the changes shall be deemed as accepted.