Affiliate Programme Terms and Conditions

BEST - HOSTING s.r.o.

1. Introductory Provisions

1.1 These terms and conditions of the affiliate programme (hereinafter the "Terms") govern participation in the affiliate programme (hereinafter the "Affiliate Programme") of BEST - HOSTING s.r.o., Company ID No.: 28823036, with its registered office at Brněnská 700/25, 500 06 Hradec Králové (hereinafter the "Provider"), under which the Provider pays remuneration for referring new customers.

1.2 Capitalised terms not defined in these Terms have the meanings assigned to them in the Provider's General Terms and Conditions (hereinafter the "GTC"). In matters not governed by these Terms, the GTC apply to the administration of the User Account and the use of credit to pay for Services.

1.3 Participation in the Affiliate Programme does not create an employment relationship, a commercial agency relationship or any other relationship under which the Partner would be authorised to act in the name of the Provider. Participation in the Affiliate Programme is non-exclusive.

2. Definitions

2.1 For the purposes of these Terms, the following definitions apply:

"Partner" – a natural or legal person who has joined the Affiliate Programme in accordance with these Terms.

"Visitor" – a person who has accessed the Website through a Partner's Tool.

"Referred Customer" – a Visitor who, as a result of a Click-through, has submitted an Order and concluded a Contract with the Provider.

"Tools" – advertising banners, links containing the Partner's identifier and other promotional materials made available by the Provider for the purposes of the Affiliate Programme.

"Click-through" – a Visitor's access to the Website through a Tool, as recorded by the Provider's system.

"Commission" – the Partner's remuneration calculated in accordance with Part 4.

3. Participation in the Affiliate Programme

3.1 A person may become a Partner if they have a User Account with the Provider, have at least one active Service and have been issued at least one invoice.

3.2 The Affiliate Program and the Tools shall be made available automatically upon fulfilment of the conditions set out in Article 3.1. The Partner accepts these Terms and Conditions by first using the Tools after having been provided with access to them in the User Interface.

3.3 The Provider may refuse participation in the Affiliate Programme without giving any reason, in particular where it suspects misuse of the Affiliate Programme or the Services.

3.4 Each person may join the Affiliate Programme only once. Creating additional User Accounts for the purpose of obtaining Commission is prohibited.

4. Commission

4.1 The Partner is entitled to Commission on the first completed Order placed by a new Referred Customer for Services for which a Commission rate is specified in the Affiliate Programme offer. A customer is considered new if, before submitting the Order, they have not used any paid Service provided by the Provider. No Commission is payable on domain services, the purchase price of a device, renewals of Services or changes of tariff.

4.2 Commission is calculated on the price paid for each Service under Clause 4.1 for the full initial period for which it is ordered, excluding VAT and after discounts. Commission rates are specified in the Affiliate Programme offer on the Website and in the User Interface.

4.3 An Order is attributed to the Partner if it is submitted within 90 days of the Click-through. A new Click-through using the same Partner's Tool restarts this period. If the Visitor subsequently accesses the Website using another Partner's Tool, the Order is attributed to the Partner whose Click-through was recorded last.

4.4 No Commission is payable on Orders placed by the Partner, Orders placed through another User Account of the Partner or Orders placed by persons controlled by the Partner or forming a single economic unit with the Partner. Commission may be earned on Orders placed by other persons, including friends, acquaintances, colleagues or other Visitors.

4.5 Entitlement to Commission arises upon conclusion of the Contract with the Referred Customer, payment of the price and commencement of the Service, provided that the other conditions of Part 4 are met. If the Provider refunds all or part of the price of the Service to the Referred Customer, it shall reduce the Commission proportionately and notify the Partner of the reason for and amount of the adjustment. The Provider shall reduce the unused credit arising from that Commission by the corresponding amount. To the extent that the Commission has already been used or paid out, the Provider may request repayment of the amount or set it off subject to the statutory requirements.

4.6 The Partner must have at least one active Service when the attributed Order is submitted.

4.7 The Commission rate in effect when the Order is submitted applies to that Order. Changes to rates are governed by Clause 10.1.

4.8 Attribution of an Order requires the Provider's system to have recorded the Click-through. The Provider is not liable for failure to record a Click-through caused by refusal to consent to cookies, a blocking tool or browser settings, provided that a breach of its obligations has not contributed to that failure. In attributing Orders and calculating Commission, the Provider shall rely on its records and investigate any discrepancies identified.

5. Payment of Commission

5.1 Commission to which the Partner is entitled shall be credited to the Partner's User Account. This credit may be used to pay for Services in accordance with the GTC.

5.2 At the Partner's request submitted through customer support in the User Interface, the Provider shall pay out any unused credit arising from Commission by bank transfer to the Partner's bank account. Payment shall be made no more than once per calendar month.

5.3 The Partner agrees that the Provider shall issue documents relating to the Commission in the name and on behalf of the Partner. If the Partner is registered for VAT, the Partner shall notify the Provider accordingly. The Provider shall submit each tax document to the Partner for approval via the User Interface or by email, and the Partner shall confirm its approval through the same means.

5.4 The Partner shall provide true and complete information for payment of Commission. The Partner is responsible for complying with their tax, accounting and statutory contribution obligations in connection with Commission, in particular declaring Commission received.

5.5 Commission on Orders submitted before participation ends shall be settled in accordance with these Terms even after participation has ended. If the Partner does not have access to the User Interface, the Partner may request payment by e-mail to podpora@best-hosting.cz.

6. Rules for Promotion

6.1 The Partner may use the Tools solely for advertising purposes, in the form of a clearly visible banner or link. The Partner shall clearly state alongside the Tool that it is an advertisement for which the Partner

may receive Commission, for example, “Advertisement. I may receive a commission if you make a purchase through this link.”

6.2 In particular, the Partner is prohibited from:

a) directing Visitors to the Website without their knowledge or consent, spoofing links or storing the Partner’s identifier without an actual Click-through, for example through hidden frames or automatic redirects, or using cookies without the Visitor’s prior consent where such consent is required by law;

b) sending unsolicited commercial communications in breach of Act No. 480/2004 Coll., on Certain Information Society Services;

c) disseminating false or misleading information about the Provider or the Services, or promising discounts or benefits which the Provider does not offer;

d) placing Tools in locations or in association with content that is unlawful, contrary to good morals or liable to harm the Provider’s reputation;

e) using the Provider’s business name, trade marks or domain names in paid search engine advertising, or registering domain names liable to be confused with them, without the Provider’s prior consent;

f) artificially generating Click-throughs or Orders, in particular by automated tools;

g) modifying the Tools beyond the extent expressly permitted by the Provider.

6.3 The Partner is responsible for ensuring that the Partner’s promotional activities comply with legal regulations, in particular those governing advertising, consumer protection, commercial communications and personal data protection.

7. Breach of the Terms

7.1 Where there are reasonable grounds to suspect a breach of these Terms, the Provider may suspend the crediting or payment of the Commission concerned or restrict access to the Tools concerned for as long as necessary. The Provider shall notify the Partner of the reason without undue delay and give the Partner an opportunity to respond. If a breach is established, the Provider may

a) deny entitlement to Commission on Orders obtained in breach of these Terms,

b) adjust the credit balance relating to Commission on such Orders or request repayment of any amount already used or paid out in accordance with Clause 4.5,

c) suspend the Partner’s participation to the extent and for the period necessary where the breach continues or there is a risk of its immediate recurrence, or

d) terminate the Partner’s participation in accordance with Clause 7.2.

7.2 The Provider may terminate the Partner’s participation for a material breach of these Terms or for repeated breaches following a prior request to remedy the breach. Participation ends upon delivery of a reasoned notice by e-mail.

7.3 The Partner is liable to the Provider for damage caused by the Partner’s breach of these Terms, including costs reasonably incurred in remedying the consequences of the breach, where such costs are recoverable under applicable law.

8. Termination of Participation

8.1 The Partner may terminate participation in the Affiliate Programme at any time through the User Interface or by e-mail to podpora@best-hosting.cz. Participation ends upon delivery of the notice to the Provider or on a later date specified in the notice.

8.2 The Provider may terminate the Partner's participation or discontinue the Affiliate Programme by giving notice delivered by e-mail at least 30 days in advance. Termination of participation for breach of these Terms is governed by Part 7.

8.3 Upon termination of participation, the Partner shall remove all Tools without undue delay. Commission shall be settled in accordance with Clause 5.5.

9. Personal Data Protection

9.1 The Provider processes the Partner's personal data in accordance with the Privacy Policy published on the Website. The Provider makes available to the Partner information on Click-throughs, the status of individual attributed Orders and the calculation of Commission to the extent necessary to verify Commission. The Provider does not disclose the names or contact details of Referred Customers to the Partner.

9.2 Where the Partner determines the purposes and means of processing Visitors' personal data in the course of the Partner's own promotional activities, for example when using cookies on the Partner's own website, the Partner acts as a controller to that extent and is responsible for compliance with legal regulations.

10. Final Provisions

10.1 The Provider may amend these Terms, including Commission rates, to a reasonable extent due to changes in legal regulations, the costs of operating the Affiliate Programme, Service prices or offerings, or technical or security requirements. The Provider shall notify the Partner of the new wording, the reason for the amendment and its effective date by e-mail delivered at least 30 days in advance. The Partner may reject the amendment and terminate participation without penalty under Clause 8.1 before the amendment takes effect. The amendment does not apply to Commission on Orders submitted before it takes effect.