

Terms & Conditions

Fasthosts Internet Limited – special Terms and Conditions for the Fasthosts Affiliate Program

1 Preamble

These special Affiliate Program Terms and Conditions are in addition to the general Terms and Conditions of the network's Affiliate program. These special Terms and Conditions also govern the obligations of Fasthosts' Affiliates.

2 Definitions

The following T&Cs are defined for the purposes of this agreement between Fasthosts and the Affiliate.

- **Account:** legitimate participation in the Fasthosts Affiliate Program requires, pursuant to the registration by the Affiliate, full and accurate indication of the registered content – including indication of the primary domain and substantive description of the Affiliate website as applicable.
- **Valid Click:** a click is valid if a User on an Affiliate Program and is directed to the Fasthosts' Website. Determination of valid clicks is based on Fasthosts' transaction log system and verified by Fasthosts with reasonable discretion.
- **Valid Sale:** A sale is valid when a User makes a valid click on the Fasthosts website and voluntarily and knowingly buys contract products subject to charge. Valid sales are determined like valid clicks using Fasthosts transaction log system and verified by Fasthosts with reasonable discretion.
- **Tracking link:** Employed by the Fasthosts Affiliate Program for use by the Affiliate such that the Affiliate may present content on his or her website, making reference to the Fasthosts' website. The link must be used exclusively by Affiliates in its unchanged form.
- **Tracking Cookie:** with a valid click on a tracking link, a tracking cookie is downloaded on the User's computer if permitted by the browser settings. The tracking cookie contains information about the latest valid clicks and, through the Fasthosts transaction log system, can be used to retroactively credit the valid sale of an Affiliate.
- **Pay-per-sale Affiliate Program (pay per valid sale):** by implementing a Fasthosts Tracking Link on the Affiliate website and forwarding visitors from the Affiliate website to the Fasthosts website via a valid click, thereby arranging the sale

or use of Fasthosts contract products, the Affiliate is entitled to payment corresponding to the current compensation table.

- **User:** any person who voluntarily and knowingly, without coercion or deception from the Affiliate or third-party compensation (with the exception of a Fasthosts designated bonus system), visits the Affiliate website and subsequently, through a tracking link, the Fasthosts' website.
- **Contract products:** are paid goods or services to be offered by the Affiliate under this pay-per sale Affiliate program to the User.
- **Affiliate website:** English-language webpages of the Affiliate, whose content is reviewed by Fasthosts at the time of the Affiliate's registration, located on the given or registered (main) domain or another domain or subdomain if content is identical to the designated main domain of the registered account.
- **Fasthosts' website:** is the specified URL of Fasthosts Internet Limited, pointed to by the Affiliate tracking link, under which Fasthosts sells contract products and promotions online per the general terms of the Affiliate program.

3 Remuneration

- 3.1 Fasthosts pays remuneration for Affiliate Services, the amount to be determined by the current compensation table of this agreement.
- 3.2 The remuneration referred to in the compensation table equals net price plus value added tax, where applicable.
- 3.3 Multiple remunerations for contract products from pay systems other than the Fasthosts are prohibited. Only net contracts where the contract is activated are considered eligible sales.
- 3.4 Fasthosts determines the amount of compensation according to market conditions, with reasonable discretion. Changes in remuneration occur at the beginning of the calendar month with a prior notification period of two weeks. Contracts already in effect are excluded from the revised compensation rates.

- 3.5 A payment claim occurs when a contract generated through an Affiliate is carried out over a period of 60 days. Payment claim is possible only when the Customer provides payment to the Fasthosts for contracted products for a period of 60 days (the minimum period). Previous periods (up to three months) where the Customer was released from, or credited for, the monthly fee, for example, as part of a promotion, are not counted towards the minimum payment period described here.

4 Tracking and Reporting

- 4.1 The placement of tracking cookies occurs only after a valid User clicks on a Fasthosts advertisement which takes the User to the destination website through a hyperlink. Fasthosts reserves the right to allow individually selected Affiliates exemption from the trading cookies. Any registration differing from this paragraph requires a separate written consent from Fasthosts.
- 4.2 The duration of the tracking cookie is 30 days. Per the requirement of Section 4.1, a tracking cookie can only be overwritten by a new cookie ("last cookie wins" logic).

5 Rights of the Affiliate

- 5.1 Medicated contracts for products are exclusively between Fasthosts and the Customer. Fasthosts reserves the right to refuse Customers from its Affiliate program.
- 5.2 The Affiliate is not entitled to accept offers, make or answer statements, or act on behalf of Fasthosts.
- 5.3 Contract design and settlement with the End Customer is the sole and absolute decision of Fasthosts. If the contract with the End customer, through acts or decisions of Fasthosts, is prematurely terminated or otherwise not fully implemented, the Customer will have no right to objections or claims regarding possible recovery of compensation.

6 Obligation of Affiliates to Fasthosts

- 6.1 The Affiliate is under obligation, using all technical possibilities, to design and present its website, including all entries in search engines, directories, and link lists, to third parties in such a way that only User clicks and/or valid sales are generated on the Fasthosts' website.
- 6.2 Fasthosts provides the Affiliate with the required tracking links together with the URL of each page of the website. The Affiliate is not permitted to change the Fasthosts provided HTML code or banner. The provided

advertising materials may only be used on the websites of Affiliates. The use of this advertising is only permitted in connection with this agreement. Any disclosure of information or advertising to third parties is not permitted.

- 6.3 The linking of advertising material shall be allowed only on defined Fasthosts' landing sites (so called "landing pages").
- 6.4 In addition to paragraph 6.2, the use of names, registered and unregistered trademarks, service marks and /or logos of Fasthosts is generally permitted only if the Affiliate receives prior consent from Fasthosts. In particular, the Affiliate is not permitted to use the brand called "Fasthosts", even in a modified spelling, as part of a domain or subdomain. The Affiliate is obligated to ensure its website does not violate intellectual property rights, including copyrights, as well as any applicable laws pertaining to data protection.
- 6.5 The use of the name, registered and unregistered trademarks, or service marks of Fasthosts in search engine marketing is not permitted. The advertising of branded keyword "Fasthosts.co.uk" with the visible URL, other Fasthosts business domains, and so-called "keyword typos" are not permitted. Moreover, it is not permitted to link directly from search ads to the Fasthosts' website.
- 6.6 Regarding the optimisation of his or her website, the Affiliate must comply with relevant guidelines of search engines, especially for pages that link to the landing page of the Fasthosts Affiliate Program. Any techniques performed only for the purpose of improving the search engine ranking of the Affiliate website or which are misleading to the User, or which are of no use are prohibited. The uses of special hidden text or links, irrelevant keywords, unnecessary repetition of substantially identical content on multiple pages or under subdomains and domains, and "doorway pages" that are optimised for search engines ("cloaking") are inadmissible in this context.
- 6.7 The sending of emails by the Affiliate with advertisements for Fasthosts is permitted only in accordance with legal requirements.
- 6.8 The Affiliate is obligated to include a provider ID with business offers. The Affiliate is obligated to ensure its website is in accordance with all laws regarding consumer protection. Violence, sexually explicit or pornographic content, discriminatory statements and representations with respect to race, sex, religion, nationality, disability, sexual orientation, or age are not allowed on the website of the Affiliate and/or in connection with participation in the Affiliate Program. In particular, advertising without permission on websites that distribute royalty-propriety content such as music or videos for example is prohibited. The design of the Affiliate website is not permitted to negatively affect the reputation of Fasthosts or the reputation of its goods or services, brands, or business activities.



- 6.9 Fasthosts is intent on conveying a clear brand image for its End Customers. The Affiliate is not permitted, without written consent from Fasthosts, to tie in and/or combine Fasthosts products with its own offers or offers from third parties and advertise or offer them as retail items to the End Customer.
- 6.10 An Affiliate is not permitted to load the Fasthosts shop in an iFrame within its website.
- 6.11 The above provisions also apply to Affiliate referrals through links to third-party sites.
- 6.12 The Affiliate can place the tracking link for the Fasthosts website on his or her website at any time in any number. Fasthosts may, however, require Affiliates to change the placement of the tracking link if it affects the reputation of Fasthosts business activities, goods or services, or the Fasthosts brand name.

7 Confidentiality

- 7.1 Unless otherwise provided for in this agreement or without written consent of the other party, all information which the collaborating parties contribute to this transaction, including the rules of the agreement, commercial and financial information, customer and vendor list data, and pricing and sales information, is treated as strictly confidential.
- 7.2 Under this agreement, information gained about Customers/Users may only be used for billing purposes by Affiliates of Fasthosts. Other uses, for marketing or sales purposes, are not permitted.