

HostPress[®] Partner programm

Conditions of participation

Stand: 06.11.2023

Conditions of participation

Scope and subject matter of the contract

The conditions of participation apply between the registered user of the affiliate program and HostPress GmbH.

The conditions of participation are aimed exclusively at entrepreneurs and draw attention to the fact that the income generated by the program must be declared for tax purposes and that the entrepreneur alone is responsible for this.

The object of this contract is participation in the affiliate partner program, which is intended to increase the distribution and sale of our products via our Internet presence.

Participation in the affiliate program is free of charge for you.

You will receive a commission for advertising our tariff packages and successfully referring new customers, depending on the end customer's selected contract. The affiliate program is established between the contracting parties; there is no other contractual relationship beyond this contract.

Participation in our affiliate program does not constitute a joint company or community, nor does it constitute an employment relationship or a commercial agency agreement. The websites of HostPress and the advertiser are operated independently of each other.

Registration for the partner program

The use of our affiliate program is only possible after prior registration and requires that the affiliate partner operates a business. We may check this by requesting proof of business activity in the form of a business license.

We will then contact you and carry out a further check of your data. By registering, we can assume that you have read, understood and accepted these conditions of participation. A contract is only concluded when we agree to work with you by activating you as an affiliate.

The data entered during registration must be truthful. In the event that something changes in your details, you are obliged to correct the entries immediately. If false information is provided during registration or if a correction is omitted, you may be excluded from further use of our affiliate program.

In principle, there is no entitlement to participate in the affiliate program and we reserve the right to reject individual partner requests without giving reasons. Furthermore, we reserve the right to terminate already approved affiliate partners at any time without observing a notice period.

Use of advertising material

The advertising material provides a link between the affiliate partner and HostPress by means of a hyperlink that takes visitors to the site who click on the advertising medium to the HostPress website.

In principle, the formats and design of the advertising media are defined and provided solely by HostPress and may not be changed.

We maintain our services at the highest level of professionalism. Therefore, the following behavior is prohibited and will result in immediate suspension of the affiliate partner.

Use of unauthorized advertising materials

Only materials approved by HostPress may be used for advertising purposes. Prohibited advertising materials include, in particular, self-created banner ads and logos.

Misleading presentation of services

The spirit of HostPress must not be misrepresented.

This includes, in particular, misleading consumers, providing discounts that do not actually exist, misrepresenting services, packages or other false information. Affiliate links may also not be placed on coupon promotion pages under any circumstances.

Tracking-Cookies

Potential new customers are tracked for a period of 60 days through the use of cookies. We do not offer multi-level commissions. If a cookie belongs to an affiliate, it will remain so for the duration of the cookie. The "first-come-first-serve" principle applies for the duration of the cookie. New customers can only be assigned to an affiliate through our cookies. If a user deletes their cookies, logs in with a different browser or bypasses our tracking system in any other way, we cannot consider them to be a new customer.

Individual coupon codes

As a further way of reliably attributing success, we offer our affiliate partners the creation of an individual voucher code. With this code, new customers receive a one-off discount as an incentive to use it. When new customers place orders, we automatically check for these codes and immediately allocate the success to the corresponding affiliate partner.

This code can be passed on, for example, in direct channels such as newsletters or in direct contact. Further conditions apply when publishing the codes on a website. It must not be possible for search engines such as Google or Bing to index the voucher code. This means that the terms HostPress and voucher code / discount code or similar must not be written in the body text on a landing page / in a post.

In order to enable publication nevertheless, the relevant terms such as discount code and the code itself should be included in a graphic. This can be created by the affiliate partner themselves or supplied by our in-house graphics department. We ask affiliate partners to get in touch with their contact person for this.

Commissions

At HostPress, we work with a lifetime affiliate program amounting to 15% of the referred rate. All commissions are paid out after 3 months at the earliest and for as long as the person you have referred remains a HostPress customer.

The amount of remuneration depends on the contract rate selected by the end customer and is paid either monthly or annually, depending on the customer's payment method.

All commissions quoted are net fees and are paid exclusive of VAT.

Billing & payment

You are entitled to payment of the remuneration if an order has been placed as a result of your advertising activity and a contract has been concluded with us by the referred end customer. The generated credit note will be sent to your registered e-mail address and should always be checked immediately. If there are any objections to this statement, these must be submitted to us in writing within two weeks. Payment will be made at the earliest 90 days after conclusion of the contract in order to rule out chargebacks and breach of contract.

The sale must have been logged and tracked by us via the affiliate program. The sale has been approved and confirmed by us and there is no abuse in the sense of these conditions of participation.

A sale is deemed to be an order completed on our website by an end customer, which has also been paid for in full by the end customer.

For whatever reason, returns are not deemed to be sales if the end customer has not paid or the payments made by the end customer have been refunded by us.

HostPress shall not be liable for any subsequent claims by a public authority resulting from incorrect information provided by the Affiliate, as the Affiliate is solely responsible for the proper taxation of income and the payment of social security contributions.

If the contract selected by the end customer is changed by an upgrade or downgrade, the amount of the payout will also be adjusted.

The payout is made by bank transfer to the bank details stored in the customer account. Any fees for bank details abroad will be charged to you. The statement is issued on the first of the month and paid out within a few days.

Contractual obligations of HostPress

At our discretion, you will be given access to a selection of advertising media such as banner ads, text links and images.

We take appropriate steps to track visitors who access our website via the advertising material you have integrated on your website and assign them to your account.

We operate our website and the services offered on it, such as the provision of product data, at our own discretion within the scope of the technical possibilities available to us.

In this context, we do not owe any faulty or uninterrupted availability of the website. The quality and correctness of the products and advertising material offered on our website is also at our sole discretion.

Furthermore, we undertake to pay the remuneration in accordance with these conditions of participation.

Rights and obligations of the affiliate partner

You may only integrate the advertising material into your partner websites. It is expressly forbidden to make changes to the advertising material. All advertising material provided may only be used for the intended purpose. The partner is responsible for the content and ongoing operation of your partner website.

It is forbidden to advertise on sites that violate applicable law, the rights of third parties or morality or are likely to damage our reputation. This content may not be integrated on the partner website itself, nor may the partner website link to corresponding content on other websites.

We are entitled, but not obliged, to check the partner websites.

Any form of abuse regarding the generation of leads or sales via unfair methods or unauthorized means that violate applicable law or these conditions of participation is prohibited.

In particular, it is prohibited to attempt to generate leads or sales yourself or through third parties using unfair methods and practices or to ensure that sales are allocated to the partner.

We prohibit the use of forms of advertising that enable tracking but are not perceptible or are not displayed in the specified form and size.

Cookies may not be set when the website is visited, but only if the user of the partner website has consciously clicked on the advertising material beforehand.

Other forms of affiliate fraud such as cookie spamming, forced clicks or affiliate hopping in order to increase revenue are strictly prohibited. It is mandatory to refrain from electronic attacks of any kind on our tracking system or our websites.

Any use of materials or content from our website or of our logos or brands by the partner requires our prior written approval.

E-mail advertising that contains advertising material or promotes us in any other way may only be sent if we have given our prior approval and express consent has been obtained for all recipients.

All advertising material must be removed immediately if a request is made by us.

Confidentiality

The affiliate partner undertakes to keep secret for an unlimited period of time beyond the end of this contract all knowledge of HostPress's trade and business secrets or other confidential information acquired in the course of the contractual relationship, to use it only for the purposes of the contract and, in particular, not to pass it on to third parties or otherwise exploit it.

If HostPress designates information as confidential, there shall be an irrebuttable presumption that it is a trade or business secret.

The partner shall treat all documents confidentially as trade and business secrets.

The partner shall impose a confidentiality obligation on its employees and other persons whom it uses to fulfill its contractual obligations in a manner corresponding to the above provisions.

Liability

Claims for damages or compensation for wasted expenditure shall be governed by these provisions outside the scope of warranty law, irrespective of the legal nature of the claim.

Liability shall be excluded irrespective of the legal grounds, unless the cause of the damage is based on intent and/or gross negligence on the part of HostPress, its employees, its representatives or its vicarious agents. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of employees, representatives or vicarious agents of HostPress.

HostPress shall be liable in accordance with the statutory provisions for damages resulting from injury to life, limb or health caused by an intentional, grossly negligent or negligent breach of duty by HostPress or one of its legal representatives or vicarious agents.

If HostPress at least negligently breaches a material contractual obligation, i.e. an obligation whose fulfillment is of particular importance for achieving the purpose of the contract, liability shall be limited to the damage typically incurred, i.e. to such damage as must typically be expected to occur under the contract. A material contractual or cardinal obligation in the aforementioned sense is one whose fulfillment is essential for the proper execution of this contract and on whose compliance HostPress regularly relies and may rely.

Right to exemption

The Affiliate shall indemnify HostPress and the employees or agents of HostPress against all claims by third parties arising from alleged or actual infringement of rights and/or infringement of third-party rights due to actions taken by the Affiliate in connection with the Affiliate Program. In addition, the Affiliate undertakes to reimburse HostPress for all costs incurred by HostPress as a result of such claims by third parties. Reimbursable costs shall also include the costs of a reasonable legal defense. Excluded from this are third-party claims based on intentional or grossly negligent causation by HostPress.

Privacy policy

HostPress undertakes to observe and comply with the applicable data protection regulations of the GDPR and will collect personal data exclusively within the scope of the purpose of the contract and legitimate economic interests.

Contract term and termination

The contract runs for an indefinite period and can be terminated by either party at any time without observing a notice period and stating reasons. In addition and beyond this, the right of the parties to terminate the contractual relationship by extraordinary termination for good cause remains unaffected.

Notice of termination may be given by e-mail and the contract shall be terminated upon receipt of the notice of termination.

After termination of the contract, all advertising material and other links and content must be removed by us from the partner website without delay. Leads and sales generated after termination of the contract shall not result in an obligation to pay remuneration.

Final provisions

We reserve the right to amend these conditions of participation at any time. The partner will be notified of any changes by e-mail. If you do not agree with the changes, you are entitled to inform us of this within four weeks of receipt of the notification of change.

If the contract contains invalid provisions, the validity of the rest of the contract remains unaffected.

In this case, we have a special right of termination. If such notification is not made within this period, the amendments shall be deemed to have been accepted and shall enter into force upon expiry of the period.

This contract shall be governed exclusively by German law.

If the partner is a merchant, a legal entity under public law or a special fund under public law, the place of business of HostPress shall be agreed as the place of jurisdiction for all disputes arising from or in connection with contracts between us and the partner.

If you have any queries, please contact our support team at support@hostpress.de