



Terms of Service

Terms and regulation of the services offered by Keliweb

Affiliate Program

The following terms and conditions apply to participation in the Affiliate program offered by Keliweb, which allows the Affiliate to promote the services of the same and to receive commissions as set out in these conditions.

1) Participation in the Affiliate Program

Joining the Program requires the completion of a registration form for affiliates available on the Keliweb.it website, which will be examined by keliweb.

The request may be rejected by Keliweb in the event of confirmation by the latter of reasons impeding acceptance.

2) Responsibilities of the Affiliate

The Affiliate undertakes to:

- provide all the complete and accurate informations required to activate the account and keep these informations constantly updated; failure to provide accurate information could lead to the exclusion from the Program, the suspension or interruption of the Affiliate Account and the loss of earned commissions;
- act in good faith by presenting clients in good standing, who will have provided truthful contact informations and will not have been reported as a high risk of fraud;
- not to participate in programs with incentives or other commercial opportunities that use practices that are considered ethically incorrect or capable of attracting customers who are not in good standing;
- not to use and recommend not to use third-party material protected by copyright without the license foreseen;
- not to copy, alter or modify icons, buttons, banners, graphics, files and contents present on the Keliweb links without prior written approval;
- not to violate any law of the Italian state;
- make known the affiliation with Keliweb.

In the event of violation of the aforementioned obligations, Keliweb reserves the right to su-

spend or terminate the affiliate account by canceling all pending commissions still due.

3) Affiliate advertising

For the promotion of Keliweb services, only promotional material approved and / or provided by the latter must be used.

At the end of the contract, with the termination of the affiliate account, the limited and non-exclusive license to access and download the promotional material will be automatically revoked.

The revocation of the license, with suspension or termination of the affiliation (with the relative cancellation of all pending commissions still to be paid), will also occur in the event of: use of any illegal method or advertising spam, such as unsolicited emails, unauthorized publication of links in forums, newsgroups, announcement boards, etc .; use of non- original content that infringes copyright; offer of cashback, rewards or other kind of incentives to make the sale without prior consent; offer discounted prices, including coupons, vouchers, discount codes or other value-added offers without prior consent; use of promotional and advertising material, of the Keliweb brand or name to the detriment of the latter's image; use of obscene, illegal or pornographic material, or any other type of material of a questionable nature, such as bigotry, hatred, pornography, Satanism, copyrighted material containing trademarks, adult content, etc. Keliweb reserves the exclusive right to establish whether a promotional method is to be considered suitable.

4) Affiliate tracking cookies

Affiliate sales are tracked through the use of cookies, stored on the user's browser which clicks on the affiliate link to reach our site. Each cookie is saved for 30 days. If an affiliate cookie is already present in the browser of the same user, it will be overwritten by the new one. If the same user lands on www.keliweb.it from a promotional campaign created directly by Keliweb, the cookie will be overwritten by the new cookie. Keliweb is not responsible for cookies intentionally deleted by users.

5) Affiliate commissions

A commission will be paid for each actual sale or in the following cases:

- at the time of the order, the customer had an active cookie that indicated the Keliweb Affiliate as the last Affiliate from which it was addressed on the Keliweb website;
- the Affiliate account must be active at the time of sale. No commission will be assigned for the period prior to enrollment in the Affiliate Program;
- the presented customer has never used the Keliweb services or signed an affiliate account with Keliweb previously;
- the presented customer has kept his account active, with the domain name pointed to one of our servers and a website that provides for the uploading of the contents for the minimum period specified as follows:
 - more than 30 days for accounts initially ordered with a billing term greater than one month;
 - more than 90 days for accounts initially ordered with a billing term of one month.
- Sales of hosting accounts canceled by the customer or suspended by Keliweb for any reason will not be counted as affiliate commissions.
- The payment for the first order and any customer renewal payment service presented will be completely processed and will not be subject to reimbursement or charge back.

Subject to the right to consider any sale as invalid at our discretion, without providing any explanation or justification.

6) Payment of commissions

Any commission earned and related to sales considered valid will be paid after a period of 30 days.

Commissions will be paid via PayPal or Bank Transfer.

The Affiliate undertakes to update the informations, including postal address and email address, name, payment details, tax information and any other personal data that may affect the outcome of the commission payment, which will be suspended in the absence of the missing data. Suspended commissions may be requested within 6 months of the originally scheduled date.

Payment of commissions may be suspended at any time, in the event of suspected fraud, improper activity or potential breach of this Agreement by the Affiliate or by one of the clients presented by the latter.

Keliweb reserves the right to deduct from the present and future commissions one or more commissions already paid for sales considered fraudulent, questionable or canceled. If there is no commission at the time or in the future, an invoice will be sent to the balance of the amount due at the closure of the client's program or account presented.

7) Billing

The Affiliate will find a report of the fees due in the Affiliate Area. He must then proceed with the issue of a receipt and / or invoice of the amount earned. In the case of private individuals, 20% will be deducted as a withholding tax from the total amount requested.

8) Relations between the parties

Both Keliweb and the Affiliate accept the stipulation of this Agreement as independent parties, and nothing within it can be considered as a form of partnership, franchise, sales representatives or relationship between employee and employee between them.

9) Termination of the account

The Affiliate may cancel or close the account at any time from his Affiliate Area, which will be followed by a written confirmation when the account is interrupted. Keliweb may terminate an Affiliate's account:

- with a seven-day notice with no other explanation;
- immediately without notice, in the event of violations as indicated in the previous articles (with loss of accrued commissions);
- immediately without notice, if no sales have been generated for a period exceeding 6 months.

Once the Affiliate's account is suspended, there will be no longer track of the sales associated with it and will no longer be entitled to other affiliate commissions in the future.

As the Affiliate Account is terminated, the Affiliate must remove all promotional material, trademarks, links, logos and slogans from his website within 3 working days.

At the end of this Agreement, the Affiliate will no longer have the right to use the Keliweb trademarks, and must refrain from any action that could directly or indirectly affect the image and its reputation or business relationships with current and potential customers .

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

10) Limitation of liability

The Affiliate acknowledges and accepts that under no circumstances may Keliweb be held liable for any indirect, accidental, exceptional, consequential or punitive damages of any nature, including but not limited to lost profits, cost savings, revenues, business, data or use, or other pecuniary loss to be borne by the Affiliate or third parties.

11) Applicable law

This contract is governed by Italian law. The parties agree that any dispute relating to the validity, effectiveness, interpretation and execution of this deed and, in any case, any dispute connected with the subject of the same, with no exceptions, will be devolved to the Court of Cosenza.

12) Changes to the Affiliate Program Terms

Keliweb reserves the right to modify these Terms of Service, and any regulations or provisions associated with it, at any time. These changes will be effective with their publication on the Keliweb.it website. If the changes are not accepted, the Affiliate will have 10 working days to close the account from the date of the change.