

1&1 Referral Program – Terms and Conditions

The following Terms and Conditions apply to the participation of existing customers in the referral of new customers to 1&1 products in the promotion known as "1&1 Referral Program".

§ 1 Subject of the Contract

1&1 Internet Limited, Aquasulis House, 10-14 Bath Road, Slough, SL1 3SA (hereinafter referred to as "1&1") markets products and services (hereinafter referred to as "1&1 Products") under the 1&1 Referral Program via banners, recommendation e-mails, or links to customers.

The 1&1 product range is subject to change. 1&1 is entitled to modify the scope of products and services and the respective pricing at its sole discretion.

§ 2 Conditions for Participation

The existing customer must meet the following conditions to participate in the 1&1 Referral Program:

The existing customer is a natural person or a legal entity, resident in the United Kingdom and if a natural person, the existing customer must be at least 18 years of age.

The sending of unsolicited emails is not permitted. Any recommendation sent by e-mail shall be only to recipients known to the existing customer.

The existing customer is not entitled to act on behalf of nor as agent for 1&1. Under no circumstances is the existing customer entitled to accept offers, or to make or receive statements for 1&1.

Any form of undue influence is not permitted. The existing customer will refrain from making false statements and providing false information about 1&1 products and particularly about the respective contract terms. The existing customer is allowed to use 1&1 banners, recommendation emails or links for the purpose of a referral. Brands, trademarks, logos and product names may only be used if the existing customer has obtained prior written approval from 1&1 or the third party owner of the same. This applies particularly to the use of 1&1 brand names, trademarks, logos and product names within the scope of on-line advertising and in particular to the use of the same as keywords in the context of ads and search engine advertising.

§ 3 Payment

A referral fee will be paid as per the referral payment schedule following a new customer placing an order, which results from the existing customer's referral. 1&1 is entitled to adjust the payment schedule from time to time at the discretion of 1&1. Existing customers, resident at Channel Islands, Gibraltar or any other overseas territories, are excluded from the payment of any referral fee.

The referral scheme is not to be used in conjunction with any other promotion or offer. The fee will only be payable in respect of an initial referral. In particular, contracts made directly between the new customer and 1&1 with no reference to the existing customer, including the renewal of the originally referred contracts, shall not enable any payment.

§ 4 Orders subject to Payments and Invoicing

Payment of the fee is conditional on the placing of an order by a new customer using a banner, a recommendation e-mail or link of the existing customer, which is accepted by 1&1.

Subject to the order being accepted by 1&1, a contract shall be agreed between 1&1 and the new customer. The acceptance of an order from a new customer by 1&1 shall be at 1&1's absolute discretion.

1&1 reserves the right to modify referred orders with the new customer's consent in terms of the product supplied,

performance and/or price. In such cases the existing customer will receive a referral fee in respect of the product actually supplied.

The referral fee will be paid in advance after activation of the ordered product. The referral fee will be retained only if the contract with the new customer is maintained for a period of at least six months and the new customer fully complies with his/her contractual obligations during this period. Unless otherwise stated in the payment schedule, free trial periods of up to 3 months, during which the new customer can test the product or otherwise pay no monthly fee, are excluded from the six-month period referred to above. If the above conditions are not met, any fee paid to the existing customer, irrespective of the type of product supplied, must be reimbursed by the existing customer.

Without the written consent of 1&1, a claim for payment is not transferable. The existing customer shall only be entitled to exercise a right of set-off in respect of undisputed amounts or those which have been determined as due by a court of law. The existing customer shall only be entitled to exercise a right of retention for amounts claimed as due which arise from the same contractual relationship.

Payment of the referral fee shall be solely by bank transfer to an account in the existing customer's name. Payment of commissions can also be made via the PayPal account of the referrer. If the existing customer does not provide his bank details within hundred days after product activation, customer shall lose his right to be paid the referral fee. Customer will solely be informed by e-mail about the pending cancellation of the referral fee.

§ 5 Protection of Customer Data

The existing customer shall only use personal data in compliance with the applicable data protection regulations.

The existing customer agrees not to use this customer information for purposes of promotion and distribution of products and/or services of other companies or to pass them on to third parties. This data is only for the purposes of these Terms and Conditions and in connection with the referrals made by the existing customer.

§ 6 Final Provisions

Nothing in these Terms and Conditions is intended to create a partnership between the parties, or to authorise the existing customer to act as agent for 1&1 nor to have any authority to act in the name or on behalf of or otherwise to bind 1&1 in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

These Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties.

If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions which shall remain in full force and effect.

If any provision of these Terms and Conditions are so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid and enforceable.

These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms and Conditions.