

This page (together with the documents referred to in it) tells you information about the legal terms and conditions (“Agreement”) on which we contract with you, the Affiliate, under our Affiliate Programme. Please read this Agreement carefully and make sure that you understand them before agreeing to become an Affiliate of ours. By agreeing to be one of our Affiliates you agree to be bound by this Agreement and the other documents expressly referred to in it.

By entering into this Agreement with us you also confirm that you are over 18 years old or, if different, that you are of sufficient age to be entitled to enter into legal agreements in your jurisdiction.

If you refuse this Agreement you will not be able to receive any commission on referrals to our business.

You should print a copy of this Agreement for future reference.

We amend this Agreement from time to time as set out in clause 4.2. Every time someone you refer to us places an order for Services with us the Affiliate Terms at the time of the placement of the order will apply at that time as published on our site affiliate.k.io.

PARTIES

1 KRYSTAL HOSTING LTD a company incorporated in England and Wales under number 07571790 whose registered office is at Kemp House, 152-160 City Road, London, EC1V 2NX (“Krystal”, “we”, “us”, “our”); and

2 You, the person, business or charitable organisation engaging with us as an affiliate (“Affiliate”, “you”, “your”),

(each of Krystal and the Affiliate being a “party” and together Krystal and the Affiliate are the “parties”).

BACKGROUND

- (A) Krystal supplies the Services (as defined below).
- (B) Krystal wishes to appoint the Affiliate as its non-exclusive agent in the Territory (as defined below) for the marketing of the Services on the terms of this Agreement.
- (C) The Affiliate has agreed to market the Services in the Territory on Krystal’s behalf on the terms of this Agreement.

THE PARTIES AGREE:

1 Definitions and interpretation

1.1 In this Agreement, unless otherwise provided:

Agreement means the main body of this Agreement, its schedules and appendices, as each may be amended from time to time in accordance with their terms;

Bribery Laws means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;

Business Day means a day other than a Saturday, Sunday or public or bank holiday when banks are open for non-automated commercial business in the City of London;

Commencement Date means the date the Affiliate enters into this Agreement with Krystal by indicating their acceptance of these terms on our site affiliate.k.io;

Confidential Information means any information that the Affiliate has or acquires that is confidential in nature concerning Krystal including, all knowhow, trade secrets, financial, commercial, technical, tactical or strategic information of any kind, information relating to its business, affairs, plans, customers, clients, suppliers and services;

Cookies means a small text file which is placed onto a device (eg computer, smartphone or other electronic device) when someone uses our website. Cookies help Krystal recognise a particular Customer and are crucial to the effectiveness of the referral of Customers to Krystal.

Customer means any person or company in the Territory with whom Krystal enters into a contract for the sale and supply of the Services;

Data Protection Laws means, as applicable to either party and/or to the rights, responsibilities and/or obligations of either party in connection with this Agreement:

(a) the GDPR;

(b) the Data Protection Act 2018;

(c) the Directive 2002/58/EC (ePrivacy Directive) and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003;

(d) any other applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party and/or to the rights, responsibilities and/or obligations of either party in connection with this Agreement;

(e) any laws which implement any such laws; and

(f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Force Majeure has the meaning given in clause 18;

GDPR means the General Data Protection Regulation, Regulation (EU) 2016/679;

Intellectual Property means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, database rights, chip topography rights, mask works, utility models, domain names and all similar rights and, in each case:

(a) whether registered or not;

(b) including any applications to protect or register such rights;

(c) including all renewals and extensions of such rights or applications;

(d) whether vested, contingent or future; and

(e) wherever existing;

Krystal's Hosting Acceptable Use Policy means the standard terms of Krystal's Hosting Acceptable Use Policy and as amended from time to time and which can be found at krystal.uk/terms;

Krystal's Intellectual Property has the meaning given in clause 9.1;

Local Laws has the meaning given in clause 5.1.10;

Month means the period of one calendar month starting on the first day of the month and finishing on the last day of the month and includes a partial month running up to the end of the calendar month if the Commencement Date falls on any other day than the first day of the month.

Net Sale Price means the actual price charged to Customers for the Services excluding (where applicable) VAT and charges for bolt-on services;

Personal Data has the meaning given in applicable Data Protection Laws from time to time;

Prices means the prices for the Services as determined by Krystal from time to time and updated on our site krystal.uk;

Qualifying Contract has the meaning given in clause 6.2;

SEO means Search Engine Optimisation;

Services means the services supplied by Krystal described in Schedule 1 as amended from time to time according to the offering on our site krystal.uk;

Term has the meaning given in clause 2.1;

Terms of Supply means Krystal's standard terms of sale and supply for the Services and includes the Hosting Acceptable Use Policy, as described at Schedule 2, as amended or updated by Krystal from time to time in accordance with this Agreement and published on the site krystal.uk, or such other terms to which Krystal may from time to time give its prior written consent;

Territory means the United Kingdom, any British Crown Dependencies and any British Overseas Territories;

VAT means value added tax as defined in the Value Added Tax Act 1994 and any equivalent or similar tax.

1.2 In this Agreement:

1.2.1 the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;

1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;

1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

1.2.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.5 a reference to a gender includes each other gender;

1.2.6 words in the singular include the plural and vice versa;

1.2.7 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.2.8 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;

1.2.10 a reference to legislation includes all subordinate legislation made from time to time under

that legislation; and

1.2.11 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Commencement and term

This Agreement shall commence on the Commencement Date and (subject to earlier termination pursuant to clauses 12 or 18) shall continue until either party shall give to the other party not less than one month's written notice to terminate the Agreement ("Term") provided that the end of such notice period must coincide with the end of the Month.

3 Appointment and scope

3.1 Krystal appoints the Affiliate as its non-exclusive agent for the marketing of the Services in the Territory for the Term, and the Affiliate accepts that appointment, on and subject to the terms of this Agreement.

3.2 Krystal shall have the right at any time during the Term and thereafter to appoint other persons as agent, seller, reseller, distributor or franchisee for the marketing and/or sale of the Services in the Territory.

3.3 Krystal shall be entitled to market and solicit orders for the Services and sell the Services, in each case, in the Territory at any time during the Term and thereafter.

3.4 The Affiliate shall not market the Services outside the Territory or sell, seek sales or solicit orders for the Services from persons outside the Territory.

3.5 The Affiliate shall have the authority to market to, but not execute or otherwise conclude contracts with, Customers for sales of the Services in the Territory.

4 Rights and duties of Krystal

4.1 Throughout the Term Krystal shall:

4.1.1 act dutifully and in good faith towards the Affiliate

4.1.2 at its own expense supply the Affiliate with promotional and marketing materials relating to the Services to the extent Krystal (acting reasonably) considers these to be required for the Affiliate to be able to appropriately market the Services in the Territory;

4.1.3 use its reasonable endeavours to perform the Services and otherwise carry out Customer contracts introduced by the Affiliate or advise the Affiliate as soon as reasonably practicable if it is unable to fulfil any order for the Services introduced by the Affiliate on behalf of a Customer;

4.1.4 deal with any after-sales enquiries or complaints from Customers;

4.1.5 provide the Affiliate with such other information in connection with the Services and/or the Customers as the Affiliate may reasonably require from Krystal to be able to perform its obligations

under this Agreement.

4.2 Krystal may, at its sole discretion, without notice to the Affiliate:

4.2.1 add services to, or withdraw services from, the list of the Services in Schedule 1;

4.2.2 change the specification of any of the Services;

4.2.3 change the structure and rates of the commission payments described in clause 6 below;

4.2.4 change the price of any of the Services; and/or

4.2.5 make changes to its then current Terms of Supply.

4.3 Krystal shall inform the Affiliate, within a reasonable time, whether it accepts, refuses or otherwise intends not to execute any contract the Affiliate has procured for it unless the Customer is in breach of Krystal's Terms of Supply.

4.4 Subject to the compliance of the Affiliate with clause 5.1.10, Krystal warrants to the Affiliate that the Services comply with all applicable Local Laws as are in force at the Commencement Date and that, where the Affiliate notifies Krystal of any change to such Local Laws, Krystal shall use reasonable endeavours to ensure the compliance of the Services with such changed Local Laws as soon as is reasonably practicable after the date of implementation of such change.

5 Rights and duties of the Affiliate

5.1 Throughout the Term the Affiliate shall:

5.1.1 look after the interests of Krystal and act dutifully and in good faith towards Krystal, Customers and prospective customers;

5.1.2 comply with Krystal's instructions in relation to the marketing of the Services and otherwise in its dealings with Customers and prospective customers and shall comply with all policies of Krystal as Krystal may notify to the Affiliate from time to time;

5.1.3 use its best endeavours, and act with all reasonable care and skill, to promote the Services and to seek to enhance the reputation and goodwill of Krystal, in each case, in the Territory;

5.1.4 make clear to all Customers and prospective customers that it is the agent of Krystal only to the extent provided for in this Agreement and shall not pledge the credit of Krystal, enter into any compromise with Customers or otherwise incur any obligation on Krystal's behalf except as expressly provided for under this Agreement or with Krystal's prior written consent;

5.1.5 to make clear on any marketing communications that it is acting as an Affiliate for Krystal and to comply with all applicable advertising laws;

5.1.6 not allow its interests to conflict with those of Krystal or the duties it owes Krystal and shall not do anything detrimental or prejudicial to the commercial interests or reputation of Krystal;

5.1.7 exercise reasonable commercial judgment in its dealings with Customers and prospective customers, including in connection with carrying out appropriate due diligence in respect of their suitability for Krystal's Services;

5.1.8 in the course of dealing with all Customers and prospective customers the Affiliate shall bring the then-current Prices and Terms of Supply to their notice and attention and in the name of and for Krystal, obtain Customer orders for the Services on (and only on) Krystal's then-current Prices and

Terms of Supply and send such orders to Krystal for acceptance and fulfilment in accordance with this Agreement;

5.1.9 immediately inform Krystal of any order or enquiry about the Services received by the Affiliate in connection with Customers or prospective customers outside the Territory;

5.1.10 comply with relevant laws and regulations, and obtain and maintain all licences, permits, consents, approvals and registrations as may from time to time be necessary for the marketing of the Services and generally in its performance of this Agreement. The Affiliate shall indemnify Krystal against any and all liabilities incurred by Krystal as a result of any breach by the Affiliate of this clause 5.1.10;

5.1.11 notify Krystal of all laws, regulations and codes which are applicable to the promotion, marketing, sale and supply of the Services in the Territory ("Local Laws") and shall notify Krystal of any actual or prospective change in such Local Laws as soon as is reasonably possible. The Affiliate warrants to Krystal that it has notified it of all Local Laws that are in force as at the Commencement Date and any planned changes to Local Laws that may apply during the Term;

5.1.12 communicate to Krystal all information relevant to this Agreement that is available to the Affiliate;

5.1.13 promptly report to Krystal any complaints, problems or claims relating to the Services and promptly inform Krystal of any after-sales enquiries concerning the Services, in each case that has been received by or communicated to the Affiliate or of which the Affiliate has otherwise become aware, and where and to the extent requested by Krystal carry out and/or assist with investigations regarding the same;

5.1.14 not make any statement or give any representation, warranty or guarantee in respect of the Services, other than those set out in the Terms of Supply, without Krystal's prior written consent;

5.1.15 employ sufficient competent and appropriately qualified personnel to carry out and comply with its obligations under this Agreement;

5.1.16 only use marketing, promotional or sales materials supplied or otherwise approved in writing by Krystal and shall not in any way make any alterations to any such materials;

5.1.17 not make available the Affiliate link or code on any coupon or voucher sites, business-opportunity sites or engage in other incentivised programmes in relation to the marketing of Krystal's Services or any other blackhat SEO or spam activities undertaken with the aim of generating more referrals;

5.1.18 not attempt to refer Customers to Krystal by the use of illegal or spam mailing (such as unsolicited bulk mailing), or unauthorised forum postings;

5.1.19 as part of the Affiliate's actions that are in good faith the Affiliate will not take any actions or market the Services with the intention to create a negative revenue situation for Krystal;

5.1.20 pay all expenses incurred by it in connection with its performance of its obligations under this Agreement and, at its own expense, maintain such of its own systems, facilities, offices, sales outlets and other premises, in each case as are reasonably required to effectively perform its obligations under this Agreement; and

5.1.21 comply with the reasonable instructions of Krystal in connection with any dispute, claims or

proceedings in connection with the Services or any Customer, but shall not otherwise be involved in or take any action in connection with any such dispute, claims or proceedings other than with the prior written consent of Krystal.

5.2 The Affiliate acknowledges that the tracking of new Customers will be managed by Cookies placed on the Customer's browser. If the Customer refuses the Cookies Krystal needs to track any orders, the Affiliate acknowledges that Krystal may not be able to pay Commission in line with clause 6 below. For details of Krystal's Cookie Policy please see krystal.uk/terms.

5.3 The obligations of the Affiliate under clause 5.1 are in addition, and without prejudice, to the duties upon the Affiliate under the Data Protection Laws.

6 Commission

6.1 Subject to the other terms of this clause 6, Krystal shall pay to the Affiliate a commission as follows:

6.1.1 If the Affiliate refers a total of between 1 and 5 Customers to Krystal who each enter into a Qualifying Contract with Krystal for any of the Services within a given Month during the Term and pursuant to this Agreement, Krystal shall pay to the Affiliate a commission of £25 for each Qualifying Contract.

6.1.2 If the Affiliate refers a total of between 6 and 10 Customers to Krystal who each enter into a Qualifying Contract with Krystal for any of the Services within a given Month during the Term and pursuant to this Agreement, Krystal shall pay to the Affiliate a commission of £35 for each Qualifying Contract.

6.1.3 If the Affiliate refers a total of between 11 and 20 Customers to Krystal who each enter into a Qualifying Contract with Krystal for any of the Services within a given Month during the Term and pursuant to this Agreement, Krystal shall pay to the Affiliate a commission of £50 for each Qualifying Contract.

6.1.4 If the Affiliate refers a total of between 21 or more Customers to Krystal who each enter into a Qualifying Contract with Krystal for any of the Services within a given Month during the Term and pursuant to this Agreement, Krystal shall pay to the Affiliate a commission of £50 for each Qualifying Contract unless the Customer and Krystal have entered into an additional agreement to pay a higher sum, in which case the amount paid shall be determined by such additional agreement.

6.1.5 If there are other significant factors that mark an Affiliate as a super high volume referrer of Customers Krystal may enter into an additional agreement for a fixed period of time and on fixed terms to pay the Affiliate a commission at an agreed rate for each Qualifying Contract in manner similar to that described in 6.1.4 above.

6.2 Krystal offers a 60 day money back guarantee to all new Customers who sign up to our Services which starts at the point of the Customer entering into the contract with Krystal. As such, commission on payments to Affiliates will only be eligible for payment when each Customer has decided to continue its contract with Krystal beyond the first 60 days. This is known as a "Qualifying Contract". Any Customer referred to Krystal under this Agreement that cancels its contract with us

within that first 60 days period or that Krystal rejects due to fraud or other breach of Krystal's Hosting Acceptable Use Policy will not be eligible for a commission payment.

6.3 From time to time Krystal may publish offers for higher rates of commission which are published on the website, in the affiliate dashboard or by email in which case commission will be paid at the higher advertised rate for the period stated.

6.4 Where Krystal previously appointed an agent for the marketing of the Services in the Territory and that agent is entitled to receive commission on the sale of the Services in the Territory even after the Commencement Date of this Agreement, then the Affiliate acknowledges that it is not also entitled to receive commission in connection with those same sales and agrees not to seek any such commission from Krystal.

6.5 Commission shall be paid no later than 5 working days after the end of the month in which a contract for Services under this Agreement becomes a Qualifying Contract. By way of example, if an Affiliate refers a Customer to us and that Customer enters into a contract with Krystal on 10th March, the contract will become a Qualifying Contract on 9th May if it is not cancelled by that date, the payment to the Affiliate will become due 5 working days into June.

6.6 Within 5 working days of the end of each Month Krystal shall make available within the Affiliate portal on affiliate.k.io a statement showing:

6.6.1 the Net Sale Price in respect of all the Services sold by Krystal as a result of the Affiliate's marketing efforts or negotiations pursuant to the terms of this Agreement;

6.6.2 confirmation of the Qualifying Contracts and their value in commission to the Affiliate;

6.6.3 a payment history for commission paid broken down into Months in a form suitable for VAT requirements.

6.7 The Affiliate shall within 14 days of the statement referred to in clause 6.6 above notify Krystal of any part of such statement which the Affiliate disputes (and which is to be resolved pursuant to clause 6.8).

6.8 Where the Affiliate notifies Krystal of any dispute pursuant to clause 6.7 above, Krystal shall pay the undisputed amount and shall be entitled to withhold the disputed amount until such time as the dispute is resolved, it having been referred to Krystal's accountant's for determination. The parties acknowledge that such determination shall be final and agree that they shall not seek to challenge it.

6.9 Interest shall be payable on any sum due but unpaid by either party to the other from the due date until payment, and whether before or after judgment, at 2% per annum over the Bank of England base rate from time to time.

6.10 All commission shall be calculated and payable in pounds sterling and other currencies shall be converted into sterling at the daily rate set by Krystal's banking provider for the currency concerned on the date when payment is received by Krystal.

6.11 Each party shall:

6.11.1 keep full and accurate accounts and records and all invoices and receipts, in each case, which are in connection with transactions and other interactions with Customers carried out by the Affiliate on Krystal's behalf pursuant to this Agreement;

6.11.2 allow the other party and/or its duly authorised representatives to inspect and copy such accounts, records, invoices and receipts at all reasonable times.

7 Anti-bribery

7.1 For the purposes of this clause 8 the expressions “adequate procedures” and “associated with” shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

7.2 The Affiliate shall ensure that it and each person referred to in clauses 7.2.1 to 7.2.3 (inclusive) does not, by act or omission, place Krystal in breach of any Bribery Laws. The Affiliate shall comply with all applicable Bribery Laws in connection with the marketing of the Services in the Territory and performance of its obligations in connection with this Agreement, ensure that it has in place adequate procedures to prevent any breach of this clause 7 and ensure that:

7.2.1 all of the Affiliate’s personnel and all direct and indirect sub-contractors, suppliers, agents and other intermediaries of the Affiliate;

7.2.2 all others associated with the Affiliate; and

7.2.3 each person employed by or acting for or on behalf of any of those persons referred to in clause 7.2.1 and 7.2.2;

involved in marketing of the Services in the Territory and performance of its obligations in connection with this Agreement, so comply.

7.3 Without limitation to clause 7.2, the Affiliate shall not in connection with the marketing of the Services in the Territory and performance of its obligations in connection with this Agreement make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such bribe, improper payment or advantage to be made or received on its behalf, either in the UK or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

7.4 The Affiliate shall immediately notify Krystal as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 7.

7.5 Any breach of this clause 7 by the Affiliate shall be deemed a material breach of this Agreement that is not remediable and entitle Krystal immediately to terminate this Agreement by notice under clause 12.1.1.

8 Anti-tax evasion facilitation

8.1 For the purposes of this clause 8:

8.1.1 the expressions “associated with”, “Prevention Procedures”, “UK Tax Evasion Offence” and “Foreign Tax Evasion Offence” shall be construed in accordance with Part 3 of the Criminal Finances Act 2017 (“CFA 2017”) and guidance published under it;

8.1.2 “Corporate Failure to Prevent Offence” means an offence under section 45 and/or section 46 of CFA 2017 and any other applicable UK laws, legislation, statutory instruments and regulations in

relation to preventing the facilitation of tax evasion and any similar or equivalent laws in any other relevant jurisdiction;

8.1.3 “Affiliate Associated Person” means all or any of the following:

8.1.3.1 persons associated with the Affiliate (“Affiliate’s Associates”); and

8.1.3.2 persons associated with any of the Affiliate’s Associates;

in each case, involved in performing services for or on behalf of the Affiliate in connection with this Agreement.

8.2 The Affiliate shall ensure that it and the Affiliate Associated Persons shall not by any act or omission commit, or cause, facilitate or contribute to the commission by any person including Krystal, of a:

8.2.1 Corporate Failure to Prevent Offence;

8.2.2 UK Tax Evasion Offence; or

8.2.3 Foreign Tax Evasion Offence

in connection with this Agreement.

8.3 The Affiliate shall not, and shall ensure that Affiliate Associated Persons shall not, solicit or engage with or take steps to solicit or engage with any person associated with Krystal to facilitate the commission of a UK Tax Evasion Offence or a Foreign Tax Evasion Offence in connection with the performance of its obligations in connection with this Agreement.

8.4 The Affiliate shall, and shall procure that Affiliate Associated Persons shall, pay, in full and in a timely manner, all taxes due and payable relating to all monies, remuneration, profit and value received or payable by the Affiliate or Affiliate Associated Persons in connection with the performance of its obligations in connection with this Agreement or otherwise.

8.5 Without prejudice to clause 8.2, the Affiliate shall ensure that:

8.5.1 it and all relevant Affiliate Associated Persons have in place such Prevention Procedures as it is reasonable in all the circumstances to expect the Affiliate and such persons to have in place to prevent any breach of this clause 8 and comply with Krystal’s Prevention Procedures as notified to the Affiliate from time to time.

8.6 Without limitation to clauses 8.2, 8.3, 8.4 and 8.5 above, the Affiliate shall:

8.6.1 ensure that all Affiliate Associated Persons involved in the performance of the Affiliate’s obligations in connection with this Agreement have been vetted and that due diligence has been undertaken and is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably necessary in relation to a person in that position in the relevant circumstances;

8.6.2 maintain accurate and up to date records of:

8.6.2.1 any requests to facilitate any UK Tax Evasion Offence or any Foreign Tax Evasion Offence made to the Affiliate or any Affiliate Associated Person in connection with this Agreement either in the UK or elsewhere;

8.6.2.2 any action taken by the Affiliate to inform the relevant enforcement bodies or regulatory authorities that the Affiliate or any Affiliate Associated Person has been requested to facilitate a UK Tax Evasion Offence or a Foreign Tax Evasion Offence (except to the extent that the Affiliate is prevented by law from doing so);

8.6.2.3 its compliance with its obligations under this clause 8 and all training and guidance provided to Affiliate Associated Persons in respect of the obligations under this clause 8 and applicable laws for the prevention of tax evasion;

8.6.2.4 the Affiliate's monitoring of compliance by Affiliate Associated Persons with the applicable policies and procedures as required by clause 8.5; and

8.6.2.5 the measures that the Affiliate has taken in response to any incidence of suspected or actual tax evasion or facilitation of tax evasion or breach of this clause 9 (including the Affiliate's relevant internal reporting and disciplinary procedures);

8.6.3 maintain and provide such access to the records or information referred to in clause 8.6.2 in accordance with its obligations in clause 5.1; and

8.6.4 ensure all Affiliate Associated Persons involved in performing services in connection with this Agreement are subject to and at all times comply with equivalent obligations to those of the Affiliate under this clause 8 and the Affiliate shall be liable to Krystal for any act or omission by any such person in breach of any of the obligations under this clause 8 as if this was an act or omission of the Affiliate.

8.7 The Affiliate warrants and represents that it has not, and, no Affiliate Associated Persons have:

8.7.1 been investigated in connection with, or charged with having committed or facilitated the commission of, any UK Tax Evasion Offence or any Foreign Tax Evasion Offence;

8.7.2 received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence; or

8.7.3 received any report (including a report from the Affiliate's external auditors, any Affiliate Associated Persons or any other person) or discovered any evidence suggesting that the Affiliate or any Affiliate Associated Person has committed or facilitated the commission of any UK Tax Evasion Offence or any Foreign Tax Evasion Offence.

8.8 The Affiliate shall immediately notify Krystal as soon as it becomes aware of any allegation, investigation, evidence or report relating to a breach or possible breach of any of the requirements in this clause 8.

8.9 Any breach of this clause 8 by the Affiliate shall be deemed a material breach of this Agreement that is not remediable and entitle Krystal immediately to terminate this Agreement by notice under clause 12.1.1.

9 Intellectual property

9.1 The Affiliate acknowledges and agrees that:

9.1.1 the Intellectual Property in the Services and any other materials provided to the Affiliate by or on behalf of Krystal and all goodwill associated with that and/or Krystal's business; and

9.1.2 the Intellectual Property in any materials created or developed by or on behalf of the Affiliate in connection with this Agreement

are the property of Krystal ("Krystal's Intellectual Property") and that the Affiliate has no right to any

of it.

9.2 The Affiliate shall:

9.2.1 use Krystal's Intellectual Property only in accordance with Krystal's instructions and for the purposes of, and during the Term of, this Agreement;

9.2.2 not take or omit to take or authorise any action or omission whereby any of Krystal's Intellectual Property or Krystal's ownership of it might be jeopardised or invalidated;

9.2.3 not use any trade marks, trade names, logos or other branding on or in connection with the Services in the Territory other than as previously approved by Krystal in writing;

9.2.4 not remove or alter any trade marks, trade names, logos or other branding or identification marks that have been included on any sales, promotional or marketing materials;

9.2.5 at Krystal's request and expense, assist Krystal in maintaining the validity and enforceability of Krystal's Intellectual Property;

9.2.6 immediately inform Krystal of any actual or threatened infringement of Krystal's Intellectual Property of which it becomes aware; and

9.2.7 at Krystal's request, give Krystal reasonable assistance in dealing with such infringements (including proceedings).

9.3 Krystal shall defend or, at its option, settle any action brought against the Affiliate arising from any claim that the Affiliate's use of any of Krystal's Intellectual Property (other than that which was developed or created by the Affiliate) for the purposes of the marketing of the Services in the Territory in accordance with this Agreement infringes any third party intellectual property right.

9.4 Krystal's obligations under clause 9.3 shall not apply to any of the Services or any of Krystal's Intellectual Property that has been modified or used by the Affiliate other than strictly in accordance with this Agreement, and the Affiliate shall indemnify Krystal against any liabilities arising out of or in connection with any claim in relation to such matters.

9.5 Krystal's obligations under clause 9.3 are conditional on the Affiliate:

9.5.1 promptly advising Krystal in writing of any claim or action;

9.5.2 making no admission as to, or settlement or compromise of, any claim or action without Krystal's prior written consent;

9.5.3 giving Krystal, at its request, sole conduct of any defence and any settlement negotiations; and

9.5.4 co-operating fully with Krystal and providing Krystal with all reasonable assistance in the defence or settlement of such claim or action.

9.6 Krystal may withdraw, replace or modify any of the Services or other related materials it has provided to the Affiliate if Krystal thinks, or it is claimed, that any such Services or materials infringe, or may infringe, any third party intellectual property right.

9.7 The provisions of this clause 9 set out the entire liability of Krystal and the sole remedy of the Affiliate in respect of its subject-matter.

10 Data protection

10.1 The Affiliate and Krystal agree not to disclose to each other any Personal Data relating to the Customers.

10.2 Each party shall comply shall comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement. Each party agrees that any material breach of the Data Protection Laws shall, if not remedied within five days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.

10.3 Krystal shall comply with the Privacy Policy in respect of the data held about the Affiliate and about the Customers as published on Krystal's site krystal.uk/terms and as updated from time to time.

11 Confidentiality

11.1 The Affiliate agrees that it may use the Confidential Information only in the exercise of its rights and performance of its obligations under this Agreement and that during the Term and thereafter it shall not use or disclose the Confidential Information except in accordance with this clause 11.

11.2 Subject to clause 11.4, the Affiliate may disclose the Confidential Information:

11.2.1 to those of its employees, officers, professional advisers or representatives who need to know the Confidential Information in order to exercise the Affiliate's rights and perform its obligations under this Agreement provided that the Affiliate shall ensure that each of its employees, officers, professional advisers or representatives to whom such Confidential Information is disclosed is aware of its confidential nature and complies with this clause 11 as if it were a party; and

11.2.2 to the extent required by law, to any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

11.3 The Affiliate shall indemnify and keep indemnified and hold harmless Krystal from and against any losses, damages, liability, costs (including legal fees) and expenses which Krystal may incur or suffer as a result of or arising from any breach by the Affiliate of its obligations under this clause 11.

11.4 To the extent any Confidential Information is Personal Data, such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any of the Data Protection Laws.

11.5 Any breach of this clause 11 by the Affiliate shall be deemed a material breach of this Agreement that is not remediable and entitle Krystal immediately to terminate this Agreement by notice under clause 12.1.1.

12 Termination

12.1 Krystal may terminate this Agreement at any time by giving notice in writing to the Affiliate if:

12.1.1 the Affiliate commits a material breach of this Agreement and such breach is not remediable;

12.1.2 the Affiliate commits a material breach of this Agreement which is not remedied within five

days of receiving written notice of such breach;

12.1.3 the Affiliate brings Krystal into disrepute or is convicted of an offence involving dishonesty; or
12.1.4 any consent, licence or authorisation held by the Affiliate is revoked or modified such that the Affiliate is no longer able to comply with its obligations under this Agreement or receive any benefit to which it is entitled.

12.2 The Affiliate may terminate this Agreement at any time by giving notice in writing to Krystal if Krystal commits a material breach of this Agreement and either such breach is not remediable or, if remediable, is not remedied within sixty days of receiving written notice of such breach.

12.3 Either party may terminate this Agreement at any time by giving notice in writing to the other party if that other party:

12.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

12.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

12.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;\

12.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

12.3.5 has a resolution passed for its winding up;

12.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

12.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;

12.3.8 has a freezing order made against it;

12.3.9 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;

12.3.10 is subject to any events or circumstances analogous to those in clauses 12.3.1 to 12.3.9 in any jurisdiction; or

12.3.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 12.3.1 to 12.3.10 including for the avoidance of doubt, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

12.4 This Agreement shall terminate automatically without notice in the event of the death of the Affiliate.

12.5 On termination and without prejudice to any additional obligations of the Affiliate under the Data Protection Laws:

12.5.1 all rights and licences granted to the Affiliate under this Agreement shall cease and the Affiliate shall cease to market the Services;

12.5.2 the Affiliate shall immediately cease to represent itself as an agent or as otherwise acting for Krystal or in relation to the Services and shall make no further use of Krystal's Intellectual Property

or other property of Krystal;

12.5.3 all outstanding invoices and other sums owed to the Affiliate by Krystal shall be paid within 30 days of termination;

12.5.4 the Affiliate shall return or (at Krystal's request) destroy all Confidential Information and other property of Krystal then in its possession or control, and certify in writing that this has been done;

12.5.5 the Affiliate shall return or (at Krystal's request) destroy all marketing, promotional and sales material relating to the Services in its possession or control, and certify in writing that this has been done;

12.5.6 the Affiliate shall not, for a period of six months from termination, directly or through others solicit or approach any employee or agent of Krystal engaged in the performance of this Agreement in the twelve months preceding its termination.

12.6 Termination of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination, including any right to claim damages in respect of any breach of this Agreement which existed at or prior to the date of termination.

12.7 Subject to applicable law, neither party shall have any liability to the other for damages, compensation or otherwise by reason only of the termination of this Agreement in accordance with its terms.

12.8 The provisions of clauses 1, 6, 9, 10, 11, 12.5 to 12.8 (inclusive), 13 to 16 (inclusive) and 18 to 33 (inclusive) shall survive termination of this Agreement, however occurring.

13 Limitation of liability

13.1 Notwithstanding any other provision of this Agreement, the liability of the parties shall not be excluded or limited in any way in respect of the following:

13.1.1 death or personal injury caused by negligence;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 any other losses which cannot be excluded or limited by applicable law.

13.2 Subject to clause 13.1, the total liability of Krystal under or in connection with this Agreement and regardless of whether such liability arises in tort (including negligence), contract, breach of statutory duty or in any other way (including under any indemnity) shall not exceed the sum of one thousand pounds.

13.3 Subject to clause 13.1, Krystal shall not be liable for consequential, indirect or special losses.

13.4 Subject to clause 13.1, Krystal shall not be liable for any of the following (whether direct or indirect):

13.4.1 loss of profit;

13.4.2 loss or corruption of data;

13.4.3 loss of use;

13.4.4 loss of production;

13.4.5 loss of contract;

13.4.6 loss of opportunity;

13.4.7 loss of savings, discount or rebate (whether actual or anticipated);

13.4.8 harm to reputation or loss of goodwill.

14 Dispute resolution

14.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 14.

14.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

14.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

14.3.1 within seven days of service of the notice, the contract managers of the parties shall discuss the dispute and attempt to resolve it.

14.3.2 if the dispute has not been resolved within seven days of the first meeting of the contract managers, then the matter shall be referred to the directors, organisation managers, or persons of equivalent seniority). The directors (or equivalent) shall conduct a meeting within seven days of the date of such referral to discuss the dispute and attempt to resolve it.

14.4 The specific format for the resolution of the dispute under clause 14.3.1 and, if necessary, clause 14.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

14.5 If the dispute has not been resolved within fourteen days of the first meeting of the directors (or equivalent) under clause 14.3.2, the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

14.6 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 14.3 and 14.5 have been completed.

15 Entire agreement

15.1 The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

15.2 Each party acknowledges that it has not entered into this Agreement or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

15.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

16 Notices

16.1 Any notice given by a party under this Agreement shall:

16.1.1 be in writing and in English;

16.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

16.1.3 be sent to the relevant party at the address set out in clause 16.3.

16.2 Notices may be given, and are deemed received:

16.2.1 by hand: on receipt of a signature at the time of delivery;

16.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

16.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and

16.2.4 by email: one Business Day after transmission.

16.3 Notices shall be sent to:

16.3.1 Krystal for the attention of Dave Kimberley, Chief Operating Officer at: Kemp House, 152-160 City Road, London, EC1V 2NX or to affiliates@krystal.uk

16.3.2 The Affiliate for the attention of the account holder with postal address and email address as registered on our portal affiliate.k.io at the date of giving or receiving notices.

16.4 Any change to the contact details of a party as set out in clause 16.3 shall be notified to the other party in accordance with clause 16.1 and shall be effective:

16.4.1 on the date specified in the notice as being the date of such change; or

16.4.2 if no date is so specified, two Business Days after the notice is deemed to be received.

16.5 All references to time are to the local time at the place of deemed receipt.

16.6 This clause 16 does not apply to notices given in legal proceedings or arbitration.

17 Announcements

17.1 Subject to clause 17.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Affiliate without the prior written consent of Krystal.

17.2 If the Affiliate is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so provided it:

17.2.1 notifies Krystal as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;

17.2.2 makes the relevant announcement or public disclosure after consultation with Krystal so far as is reasonably practicable; and

17.2.3 makes the relevant announcement or public disclosure after taking into account all

reasonable requirements of Krystal as to its form and content and the manner of its release, so far as is reasonably practicable.

18 Force majeure

18.1 In this clause 18, "Force Majeure" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement.

18.2 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

18.2.1 promptly notifies the other party of the Force Majeure event and its expected duration; and

18.2.2 uses reasonable endeavours to minimise the effects of that event and resumes performance of its obligations as soon as is reasonably possible.

18.3 If, due to Force Majeure, a party:

18.3.1 is or is likely to be unable to perform a material obligation; or

18.3.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of more than 40 Business Days,

the other party may terminate this Agreement on not less than four weeks' written notice.

19 Further assurance

The Affiliate shall at the request of Krystal, do all acts and execute all documents which are necessary to give full effect to this Agreement.

20 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and agreement is duly recorded by, or on behalf of, each party.

21 Assignment

21.1 The Affiliate may not assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part, without Krystal's prior written consent.

21.2 Krystal may at any time assign, sub-contract or encumber any right or obligation under this Agreement, in whole or in part.

22 Set off

22.1 Any amount that the Affiliate owes to Krystal under this Agreement or otherwise, whether now or at any time in the future, whether it is liquidated or not and whether it is actual or contingent, may be set off from any amount due to the Affiliate by Krystal under this Agreement or otherwise. Any exercise by Krystal of its rights under this clause 22.1 shall not prejudice any other right or remedy available to it, whether under this Agreement or otherwise.

22.2 The Affiliate must pay all sums that it owes to Krystal under this Agreement free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

23 No partnership

The parties are independent businesses and are not partners or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Save as expressly provided for in this Agreement, none of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

24 Equitable relief

Each party recognises that any breach or threatened breach of this Agreement may cause the other party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other party, each party acknowledges and agrees that the other party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25 Severance

25.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

25.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26 Waiver

26.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

26.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

26.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if

given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

27 Compliance with law

Each party shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its obligations under this Agreement, its employees, agents and representatives, shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement provided that neither party shall be liable for breach of this clause 27 to the extent that such breach is directly caused or contributed to by any breach of this Agreement by the other party (or its employees, agents and representatives).

28 Conflicts within agreement

28.1 In the event of any conflict or inconsistency between different parts of this Agreement, the following descending order of priority applies:

28.1.1 the terms in the main body of this Agreement;

28.1.2 Schedule 1;

28.1.3 Schedule 2.

28.2 Subject to the above order of priority between documents, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

29 Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

30 Language

30.1 The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be in English.

30.2 If this Agreement and any document relating to it is translated, the English version shall prevail.

31 Third party rights

Except as expressly provided for in this Agreement, a person who is not a party to this Agreement

shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

32 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33 Jurisdiction

Subject to clause 14, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 - Commercial terms

The Services

In this Schedule, unless otherwise provided:

CDN means Content Delivery Network

cPanel means Web hosting control panel software

HA means High Availability

PCI Compliant means Payment card industry compliant

SSL Certificate means Secure Sockets Layer certificate - encrypts data being transmitted between web server and user

WHM means Web host manager software

Cloud Hosting - for up to date details please refer to <https://krystal.uk/cloud-hosting>

These are our standard cPanel web hosting packages on our shared servers, suitable for individuals and small businesses not for the purpose of reselling. All packages include cPanel, free LetsEncrypt SSL certificates and our other standard suite of features listed on the Cloud Hosting page of our website.

Our packages in this category are named Amethyst, Topaz and Ruby. For an up to date list of the features and pricing of each package please refer to <https://krystal.uk/cloud-hosting>

Reseller Hosting - for up to date details please refer to <https://krystal.uk/reseller-hosting>

Reseller hosting provides buyers with standard cPanel access like shared "Cloud Hosting" packages but also provides WHM access, this enables the user to create cPanel accounts directly under their ownership/management. This may be for individuals running multiple websites, web designers that

host multiple websites or indeed those individuals/businesses that wish to sell web hosting themselves.

Our packages in this category are named Unity, Trinity and Infinity. For an up to date list of the features and pricing of each package please refer to <https://krystal.uk/reseller-hosting>

Business Hosting - for up to date details please refer to

<https://krystal.uk/pci-compliant-hosting>

Our Business Hosting, or 'PCI Compliant Hosting' as it is sometimes referred to, is similar to our standard Cloud Hosting packages in the sense that they are single cPanel accounts designed for individuals and businesses. They do offer the ability to host multiple websites, but these are isolated within a single cPanel account. The main difference of the "Business Hosting" is the fact that they are hosted on premium servers, with less than 100 users per server. This results in less contention and overall better stability. Other features not found as part of any of our other packages are as follows:

- 4-hourly backups (as in backups taken every 4 hours) or 6x per day
- Litemage caching to bolster Magento performance
- Higher LVE limits (for larger or busier websites)

Our packages in this category are named Sapphire, Diamond and Tanzanite. For an up to date list of the features and pricing of each package please refer to <https://krystal.uk/pci-compliant-hosting>

Onyx WordPress Hosting - for up to date details please refer to

<https://krystal.uk/wordpress-hosting>

Our Onyx WordPress Hosting is unlike any of our other web hosting packages and is not hosted on a shared server, nor does it come with cPanel. Onyx has been developed in-house and utilises "HA" technology, which means it is distributed across multiple containers (servers). By design, if a container fails, the Onyx site remains online due to it being distributed across multiple containers. The product is designed for those that require the absolute best uptime and a managed platform that delivers maximum performance so that website owners can focus on running their business.

Where applicable, additional sites can be bolted on to Onyx plans for an extra monthly fee.

The CDN allowance is a technology that pulls static resources from websites, such as images and other static elements of code such as styling and distributes them across global servers, this speeds up delivery of these assets to website visitors when they access the website within a web browser.

Our packages in this category are named Personal, Pro, Business, Agency. For an up to date list of the features and pricing of each package please refer to <https://krystal.uk/wordpress-hosting>

Schedule 2 - Terms of supply

For our current terms and conditions of sale and supply of services please see krystal.uk/terms.