Terms & Conditions "Customer Referral Program"



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1. General Information

With the 'Customer Referral Program', the Keyweb AG enables its customers to actively recommend the services and products of the Keyweb AG in return for a commission payment. As part of this programme, the Keyweb AG grants credits for the recommendation of new customers by existing customers under the conditions described in the following terms and conditions. Employees of the Keyweb AG are excluded from participation in this programme.

2. Credit Entitlement and Procedure

a. Referral via the Keyweb Customer Portal (KCP): An existing Keyweb customer who has generated a referral code for himself ("referrer") in the Keyweb customer portal (KCP) via the menu item "Refer a customer" will receive a credit note if a potential customer referred by him ("referred customer") (Referrer and Referred Customer together: "participants") places a first order on the website by entering the Referrer's referral code in the voucher field of the shopping cart and this order is completed, delivered and paid ("successful first order").

The referral code is generated for the referrer by generating a referral code for himself as a logged-in existing customer within his customer account, which he can then pass on to new customers. The referral code is a combination of letters and numbers that can be used to assign new Keyweb customers – who place a first order by entering the referral code in the voucher field of the shopping cart – to the existing customer.

The referral code is generated at the request of the referrer and is free of charge. The referrer is entitled to pass on the referral code generated for him to various interested parties. The referrer is entitled to one credit per successful first order of each person referred by him. The referrer is only entitled to a credit if they are still an active existing customer at the time the first order is delivered to the referred customer.

- b. For a successful first order, the referred customer will receive a 10 % discount on their first invoice. If the order is cancelled, the participants will not receive a credit.
- c. Information on the processing of personal data in the context of the of the programme can be found in the privacy policy.
- d. The amount of the referrer's credit will be 10 % of the first order placed by the new customer. The amount of the credit is based on the price of the product(s) or service(s) ordered, as displayed on the website at the time the order is placed. After a period of 3 months, during which the order must not have been cancelled, terminated or not paid, the credit will be applied to the next invoice or paid out on direct request.
 - This offer cannot be combined with other promotions, vouchers, discounts, special offers or special prices. Partial redemption, bank transfer or cash payment is not possible. The voucher is non-transferable.
- e. For a successful first order, the referred customer will receive a one-time 10 % discount on their first invoice, which will be immediately deducted from their first order invoice. A combination with other promotions and vouchers, special discounts, special offers and special prices is not possible. Partial redemption, bank transfer or cash payment is not possible. The discount is non-transferable.

3. Conditions of Participation

- a. The referrer must be a natural or legal person over the age of 18 and already exist as an existing customer in the Keyweb customer portal (KCP). The referrer must have generated a referral code.
- b. Anyone who has reached the age of 18 and has not been registered as a customer with Keyweb for at least six months prior to the first order may place an order as a referred customer.

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- c. Within the framework of the Customer Referral Program, the referrer has the sole right to pass on the referral code generated by them to interested parties. The referrer is only allowed to make the referral code available to those persons who have agreed to this or who have requested the referral code. The referrer shall decide on the channel through which the referral code is made available to interested parties.
- d. The referrer agrees to only use personal data of referred customers of which he becomes aware in compliance with the applicable data protection regulations. He agrees not to use the personal data of interested parties and referred customers made known to him for the purpose of advertising and selling products and/or services of other companies or to pass them on to third parties. The use of this data is intended solely on the basis of these terms and conditions and within the scope of his recommending activity. In the event of a breach of these data protection regulations, no entitlement to a credit note shall be granted or shall be cancelled in the event of further breaches.
- e. The referrer is not authorised to act in the name of Keyweb, to accept offers on behalf of Keyweb or to make or receive declarations. First order contracts, in which the referral code of the referrer is indicated, are concluded exclusively between the Keyweb AG and the referred customer. The Keyweb AG reserves the right to refuse initial orders in which the referral code has been entered, especially if there is an important reason in the person of the referred customer.
- f. The referrer shall not make any untrue claims or false statements about Keyweb products.

4. Premature termination/exclusion/modification/cancellation

- a. Participation is voluntary. Participants may terminate their participation in the programme at any time without giving any reason. To do so, they must notify us by ticket or using the contact details provided in the legal details. In this case, neither participant will be entitled to any credit, even if only one of the participants cancels his participation. However, any steps taken up to that point will not be reversed.
- b. The Keyweb AG reserves the right to exclude participants from the programme on the basis of false information, manipulation or the use of unauthorised aids, as well as in the event of a violation of the principle of good faith and a violation of these terms and conditions of participation. In such cases, no credit shall be granted. Credit notes issued can be reclaimed by the Keyweb AG according to their value or become invalid.
- c. The Keyweb AG reserves the right to change, cancel or terminate the Customer Referral Program at any time without prior notice and without giving reasons. In particular, the Keyweb AG will make use of this possibility if a proper execution of the programme cannot be guaranteed for technical or legal reasons. If such a termination is caused by the behaviour of a participant, the Keyweb AG can demand compensation for the damage caused by this person.

5. Liability

Any liability for damages on the part of the Keyweb AG, its vicarious agents, employees and representatives arising from or in connection with the Customer Referral Program, regardless of the legal grounds, shall be limited to cases of intent and gross negligence, to the extent permitted by law. These limitations do not apply to damages arising from injury to life, limb and/or health or to liability under the Act on Liability for Defective Products. The above limitations of liability also apply in particular to damages which may occur as a result of errors, delays or interruptions in transmission, faults in the technical systems or services, incorrect content, loss or deletion of data and viruses or in any other way during participation in the programme, unless such damages are caused intentionally or by gross negligence on the part of the Keyweb AG. This also applies to the availability and functionality of the website www.keyweb.de.

6. Final Provisions

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- a. The general terms and conditions apply to the delivery of orders placed under this programme. These can be found here. By participating in the programme, the participants accept the conditions of participation and declare that they have taken note of the data protection conditions.
- b. The Keyweb AG reserves the right to change or amend the conditions of participation at any time in the future without separate notification or prior notice. In such a case, the terms and conditions of participation will be updated here.
- c. Should any of these conditions be or become invalid, the validity of the remaining terms and conditions shall remain unaffected.
- d. Legal recourse is excluded. These conditions of participation and the entire legal relationship between the participants and Keyweb AG are subject exclusively to the jurisdiction of the German courts.
- e. Questions about the Customer Referral Program will be answered at the following email address: info@keyweb.de.

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