

Affiliate Program Terms & Conditions

These Terms and Conditions ("Agreement") govern participation in the Affiliate Program ("Program") operated by Stentorian N.V. under the brand HotelsOne.com ("Company", "we", "our", "us"). By enrolling as an Affiliate ("Affiliate", "you"), you agree to the terms set forth below.

1. Definitions

For the purposes of this Agreement:

- **"Affiliate"** means the individual or entity participating in the Program.
- **"Company Website"** means our hotel booking platform accessible at HotelsOne.com.
- **"Affiliate Link"** means a unique URL provided by the Company to track referrals.
- **"Conversion"** means a confirmed booking resulting from a user clicking an Affiliate Link and completing a reservation on the Company Website.
- **"Commission"** means the fee earned by the Affiliate in respect of Eligible Bookings, as calculated in accordance with the terms of this Agreement
- **"Minimum Payment Threshold"** means the minimum total amount of Commission accrued by the Affiliate in a given month that must be reached before any payment is due.
- **"Eligible Booking"** means a booking:
 - that is validly tracked and attributed to the Affiliate in accordance with the attribution rules of the Program;
 - that has not been cancelled, refunded, charged back, or otherwise reversed; and
 - for which the stay has been fully completed by the guest (i.e. the booking has been realised)
- **"Realised Value"** means the total monetary value of all Eligible Bookings, calculated *exclusive of any taxes, levies, service fees, resort fees, payment fees, or similar charges*, and based solely on the accommodation rate actually paid and retained.
- **"Commission Year"** means a consecutive twelve (12) month period commencing on 1 January and ending on 31 December.

2. Appointment

The Company appoints the Affiliate as a non-exclusive marketing partner, authorized to promote the Company Website through Affiliate Links. No other rights are granted.

3. Tracking & Attribution

1. Conversions are attributed on a *last-click basis*.
2. Tracking generally applies for *30 days* from the first click, subject to user cookie consent and technical limitations (e.g., browser or device settings).
3. The Company is not liable for missed tracking or attribution resulting from technical restrictions beyond our reasonable control.

4. Content & Intellectual Property

1. Affiliates are *not permitted to copy, reproduce, or host* Company content (including photographs, descriptions, or other proprietary material) on their own websites or platforms.
2. The Affiliate shall not infringe the intellectual property rights, trademarks, or brand reputation of the Company or any third party.
3. All rights, title, and interest in and to the Company Website and related content remain with the Company.

5. Prohibited Practices

The Affiliate shall not:

1. Engage in *paid search advertising (SEM)* on hotel brand names, hotel chains, or related trademarks.
2. Engage in activities that could reasonably be considered *cookie stuffing, fraud, spam, or misleading advertising*.
3. Misrepresent themselves as the Company or imply any false affiliation beyond what is expressly authorized.

6. Brand Protection & Non-Disparagement

1. The Affiliate shall not, directly or indirectly, publish, communicate, or engage in any statement, action, or content (including but not limited to websites, blogs, reviews, press releases, forums, and social media posts) that is false, misleading, defamatory, disparaging, or otherwise reasonably likely to harm the reputation, goodwill, or brand of the Company or its partners.
2. The Affiliate agrees to conduct its promotional activities in a manner that upholds the professional image and integrity of the Company and shall refrain from any practice that may diminish the value of the Company's trademarks, trade name, or brand reputation.

3. Any breach of this section shall constitute a material breach of this Agreement and entitle the Company, at its sole discretion, to:
 - (a) immediately terminate this Agreement without notice, and
 - (b) withhold any unpaid commissions, whether accrued or pending, without liability to the Affiliate.

7. Commissions

1. Commission is earned only on Eligible Bookings, being bookings generated through Affiliate Links that result in a completed stay and are not cancelled, refunded, or reversed.
2. Commission shall be calculated on the basis of a tiered and progressive structure, applied to the Affiliate's aggregated Realised Value within the applicable Commission Year, as follows:
 - 5.5% on the portion of the Realised Value up to USD 50,000;
 - 6.5% on the portion of the Realised Value exceeding USD 50,000 and up to USD 200,000; and
 - 7.5% on the portion of the Realised Value exceeding USD 200,000.
3. The calculation of Realised Value and the applicable Commission tiers shall be reset at the start of each Commission Year. Realised Value accumulated in one Commission Year shall not carry over to any subsequent Commission Year.
4. The Company may adjust or withhold Commission amounts in respect of any booking that is subsequently refunded, charged back, cancelled, or identified as fraudulent.

8. Payments

1. Commission payments will be made no earlier than 45 days after the guest's completed stay.
2. Commission payments shall be made on a monthly basis, provided that the total Commission payable to the Affiliate for the applicable month amounts to at least the Minimum Payment Threshold of USD 500. If the Commission payable for a given month does not reach the Minimum Payment Threshold, such amount shall not be paid out for that month but shall be carried forward and accumulated until the Minimum Payment Threshold is met or exceeded, at which point payment shall be made in the next applicable monthly payment cycle.
3. All payments are net of applicable taxes, transaction fees, chargebacks, and cancellations.

9. Term & Termination

1. Either Party may terminate this Agreement with written notice.
2. The Company may terminate the Agreement *with immediate effect* if it reasonably suspects a breach of these Terms. In such case, no further commission shall be payable.
3. Upon termination by the Affiliate due to disagreement with unilateral amendments (see Section 9), accrued commissions up to the termination date shall remain payable in accordance with the standard payout schedule.

10. Amendments

1. The Company reserves the right to amend this Agreement at any time.
2. Affiliates will be notified of material changes.
3. If the Affiliate does not accept the amendments, they may terminate the Agreement with written notice, while retaining the right to receive commissions accrued up to that date.

11. Confidentiality & Data Protection

1. The Affiliate shall treat all non-public information received from the Company as confidential.
2. The Affiliate must comply with applicable data protection and privacy laws (including GDPR, where relevant).
3. Personal data obtained through the Program shall not be stored, shared, or used outside the scope of this Agreement.

12. Representations & Warranties

1. Each Party represents that it has the legal right and authority to enter into this Agreement.
2. The Affiliate warrants that their promotional activities will comply with all applicable laws, regulations, and industry standards.

13. Limitation of Liability

1. The Company shall not be liable for any indirect, incidental, or consequential damages arising from this Agreement.
2. The Company's total liability shall not exceed the total commissions paid to the Affiliate in the preceding six (6) months.

14. Indemnification

The Affiliate agrees to indemnify and hold harmless the Company from any claims, damages, or expenses (including legal fees) arising from:

- Breach of this Agreement,
- Infringement of third-party rights, or
- Non-compliance with applicable laws.

15. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands. Any disputes shall be subject to the exclusive jurisdiction of the competent courts of Amsterdam.