

## Customer Referral Program Terms and Conditions

Updated on: August 7, 2023

### 1. Introduction; Scope; Eligibility.

- a. These Customer Referral Program Terms and Conditions (“**Terms**”) govern Kinsta’s Customer Referral Program (“**Referral Program**”), under which active Customers may receive credits to their Hosting Plan in return for referring a new customer to Kinsta (“**Referral Credits**”). By participating in the Referral Program in any way or using Referral Credits, you agree to these Terms.
- b. These Terms supplement the [Terms of Service](#) (“**ToS**”), and references to the term “Services” in the ToS shall be interpreted to include Customer’s participation in the Referral Program, as applicable. Capitalized terms which are not defined in these Terms shall have the meaning provided in the ToS. If there is a conflict between these Terms and the ToS, the provisions of these Terms control, but only with respect to your participation in the Referral Program.
- c. Additional information regarding the Referral Program, including how to participate, how to earn Referral Credits, and the timing and amounts of Referral Credits, is available at <https://kinsta.com/docs/referrals-faq/> (“**Info Page**”) which may be updated at any time in Kinsta’s sole discretion. If there is a conflict between these Terms and the Info Page, the provisions of these Terms control.
- d. We reserve the right to make changes to these Terms at any time. We will provide notice of such changes by revising the date at the top of these Terms. Your continued participation in the Referral Program following any changes to these Terms will constitute your acceptance of such changes.
- e. Any Customer with an active MyKinsta Hosting Plan is eligible for the Referral Program.

## 2. Referral Credits.

- a. Referral Credits will be applied to offset eligible Fees incurred for your Hosting Plan. You may not sell, license, rent, or otherwise transfer a Referral Credit. Referral Credits have no intrinsic or cash value, are not redeemable for cash, and are nonrefundable.
- b. Any unused Referral Credits are forfeited and void (i) upon termination of your Hosting Plan or (ii) in the event of fraud or abuse, or violation of the ToS, these Terms, or any other applicable law, terms, policies, or instructions.
- c. Kinsta reserves the right to charge your Hosting Plan or obtain reimbursement for the amount of any used Referral Credits which were fraudulently, illegally, or improperly obtained or otherwise unauthorized.
- d. Referral Credits shall only be applied to one Customer for each referral. Disputes as to which Customer or other third party should receive a Referral Credit shall be resolved in Kinsta's sole discretion.
- e. Kinsta is not responsible for Referral Program tracking cookies that have been either intentionally or unintentionally deleted. No Referral Credit will be paid for tracking errors of any kind.
- f. You are solely responsible for any tax obligations in connection with your receipt and use of Referral Credits.
- g. Referrals of Beta Services, static site hosting, or any other free Services are not eligible for Referral Credits.

## 3. Promotional Methods and Restrictions.

- a. Customer is responsible for any content used by the Customer to promote Kinsta in connection with the Referral Program ("**Promotional Content**"). Promotional Content may include authorized versions of Kinsta's trademarks and logos in accordance with <https://kinsta.com/press>.
- b. Customer shall promptly comply with Kinsta's instructions to modify or remove Promotional Content.

- c. Promotional Content shall comply with the [Federal Trade Commission \(FTC\) endorsement rules](#) and any other applicable laws, including a notification that Customer may receive a Referral Credit.
- d. Promotional Content shall not:
  - i. Misrepresent the Services in any way, including its prices, plans, discounts, or functionality;
  - ii. Offer or provide any warranties, guarantees, incentives, rewards, or indemnities, except as set forth in our ToS or approved in writing by Kinsta;
  - iii. Disparage Kinsta and its representatives, the Services, or the Referral Program;
  - iv. Use any illegal or spam method of advertising;
  - v. Compete or interfere with Kinsta's direct advertising efforts. From time to time Kinsta may opt to engage in direct online advertising. The Customer shall not place advertisements targeting Kinsta's trademarks and service marks or place advertisements that in any way advertise or display Kinsta's trademarks or service marks. This means, among other things, that the Customer shall not bid (in regards to online advertising, including but not limited to Pay per Click or Pay per Impression campaigns) on any keywords or phrases containing Kinsta trademarks, service marks, registered trademarks, or registered URLs, or on any variations, abbreviations, or misspellings of the same;
  - vi. Refer traffic to Kinsta through any pay to read, pay to click, banner exchanges, click exchanges, PPC advertising, pop-up/under, press releases, or similar methods;
  - vii. Use iframes or any other techniques or technology to add the Customers tracking cookie to a referral by any means other than an actual click-through;
  - viii. Use cloaking or masking techniques with your referral link;

- ix. Display Kinsta.com, “Kinsta”, Kinsta’s logos or trade names, or any variation, abbreviation, or misspelling thereof in any domain or subdomain name, social media profile, or as part of the name or description of any other online or offline presence. For clarity, it is acceptable for “kinsta” to appear in the path portion of a URL of a page on a Customer Application. For example, “Customer-website-domain[.]com[/]kinsta-review” is acceptable (including “kinsta” in the path portion of the URL), but “kinsta-review-site[.]com” is not acceptable (including “kinsta” in the domain);
  - x. Refer to any discount offered by Kinsta as coupon codes, deals, seasonal discounts, or exclusive discounts;
  - xi. Place links to Kinsta or refer to Kinsta in any way on coupon websites;
  - xii. Promote Kinsta as part of any incentivized programs or any other third-party schemes where special incentives (e.g., rewards, discounts, cashback, etc.) are offered in order to attract and retain customers;
  - xiii. Self-refer or refer yourself in any fashion. This includes referral of any operation or website in which the Customer has a controlling, proprietary, or equitable interest.
4. **Exclusive Remedy.** Without limiting any other provisions of these Terms or the ToS, Customer’s sole and exclusive remedy for any claims or disputes arising from or in connection with the Referral Program shall be the application of Customer’s valid and unused Referral Credits to its active Hosting Plan.