

## **Terms and Conditions of Exclusive Cobranded Affiliate Offering**

1. These Terms and Conditions govern the Exclusive Cobranded Affiliate Offering (“Promotion”).
2. The Promotion is sponsored by GetResponse Sp. z o. o. (Polish limited liability company), with its registered head office located at Arkońska 6, A3, 80-387 Gdańsk, Poland, (“GetResponse”) and carried out in collaboration with Affiliates.
3. The Promotion is open to users of free GetResponse accounts and also to participants who have neither free nor paid GetResponse accounts (“Participant/s”). The Promotion is unavailable to current users of paid GetResponse accounts.
4. To benefit from the Promotion the Participant must:
  - a. access the discounted pricing page from the Promotion landing page distributed by GetResponse’s Affiliates via their website, its sub-pages or other communication channels; and
  - b. purchase (that is, buy new paid or upgrade from existing free to paid) one of the discounted accounts (“Account”) within the Promotion timeframe; and
  - c. pay for the Account via clicking through the “Save Now” button to the discounted pricing page.
5. The standard prices can be viewed here: <https://secure.getresponse.com/pricing>.
6. The Promotion entitles Participants to use the Account at 10% off the standard price (“Discount”) through the whole time of agreement validity, which means for the life of the Account, subject to point 10.
7. The Promotion concerns only retail Accounts.
8. The Discount concerns only standard functionalities of selected retail Account, with the exclusion of additional features, which are available at regular prices.
9. Each participant can buy only one Account at said Discount. The Discount can be combined with discounts GetResponse presently provides for yearly and biyearly pre-paid plans.
10. If there is a change in the Account (as to subscription period or plan – for instance, a switch from monthly to annual subscription), or the Account has been deactivated due to non-payment or otherwise, the Discount is forfeited and will not be reinstated. The Discount cannot be transferred to another individual or entity or be applied to any existing paid GetResponse account.
11. GetResponse reserves the right to change or terminate the Promotion at any time without prior notice.
12. Any enquiries or complaints regarding the Promotion shall be submitted to the

Customer Support via phone 1-877-EMAIL-GR or an online form at:  
<http://www.getresponse.com/feedback.html>.

13. For any matters not covered by these Terms and Conditions, the provisions of the GetResponse regulations available here: <http://www.getresponse.com/legal> will apply. Otherwise, the Promotion will be governed by the laws of Poland and any disputes concerning the same be resolved by courts having jurisdiction over the registered head office of GetResponse.
14. Participation in the Promotion means that the Participant has consented to these Terms and Conditions.