

Terms and Conditions of Affiliate Bounty Program

By signing up to be an affiliate in GetResponse Affiliate Bounty Program you agree to be bound by the following terms and conditions. Please ensure that you read this document carefully before submitting your application as it describes many aspects of our future relationship. These Terms constitute a legal agreement between GetResponse Services Inc. and you.

1. Definitions

Accounts mean accounts created by us for the Referred Customers for the purpose of using our and ours Affiliates Service, according to the Service package and list size limits in one of options available on <https://secure.getresponse.com/pricing/>

Affiliate Account means an account you create by submitting details to the application form for the purpose of managing your activity within the Program

Agreement means these Terms of Affiliate Bounty Program together with any other document that may be executed between the Parties in course of their relationship and all materials referred or linked to here or therein

Application means application form, which shall include the data specific for each Affiliate

Commission means the amounts to be paid to the Affiliate by GetResponse pursuant to this Agreement

Effective Date means a date we notify you of acceptance as per Section 2, or we create the Affiliate Account for you, whichever occurs first

GetResponse's Affiliate means any entity that controls, is controlled by or is under common control with GetResponse

Program means Affiliate Bounty Program as described in this Agreement

Referral Link means an individual link assigned to an Affiliate to promote purchase of GetResponse Service

Referred Customer means an individual or entity that, pursuant to a relationship with you, purchases the Service via an Affiliate link, and pays remuneration in connection therewith to GetResponse

Services or **GetResponse Services** mean the email marketing and related services we offer to Referred Customers under an Account and provided by us subject to the Terms of Service

Terms mean these terms of Affiliate Bounty Program

Terms of Service mean collectively, the then current versions of the GetResponse Terms of Service <https://www.getresponse.com/legal>, Privacy Policy <https://www.getresponse.com/legal/privacy.html> and AntiSpam Policy www.getresponse.com/legal/antispam, as each is from time to time amended and in effect

We, us, our, GetResponse means GetResponse Services Inc.

You, your, Affiliate means an entity entering into this Agreement, other than GetResponse, to participate in Program and accepted by GetResponse

2. Application

1. To become our Affiliate, you have to fill out the Application. Please use only current, complete and accurate information for this purpose. Once you complete the Application properly, we will review it and decide whether you have been accepted to participate in the Program, or not. We will inform you immediately if

your application has been rejected. If you are accepted to participate in the Program, your Affiliate Account will be created to enable you to manage and control your activity within the Program.

2. Your Affiliate Account may be accessed only with the use of your login credentials. You are responsible for keeping your login credentials confidential.
3. Please be informed that providing false information in the Application and further in your Affiliate Account may result in suspending the Affiliate Account (which means suspending your participation in the Program) and/or immediate termination of the Agreement (which means shutting down the Affiliate Account) and forfeiture of all outstanding Commissions.
4. During the term of your partnership, you shall perform obligations hereunder with due diligence and in accordance with these Terms and Terms of Service.
5. You cannot participate in this Program and GetResponse Affiliate Program at the same time. All those participants who already have an account in GetResponse Affiliate Program may switch to this Program, but as a consequence, the account in GetResponse Affiliate Program will become passive. It means that you still will be granted commissions resulting from the proper terms of use but you will not be able to refer new Referred Customers under GetResponse Affiliate Program. Once you switch from one affiliate program to another, you can't change it again.

3. Referred Customers

1. To be eligible for the Commission, the Referred Customer must:
 - a) Be referred by you to GetResponse under this Agreement
 - b) Not be a direct customer of any service offered by us or any of our Affiliates
 - c) Not have been a direct customer of any service offered by us or any of our Affiliates during twelve (12) months before being referred by you
 - d) Not have contacted or been contacted by us or our Affiliates in connection with any service offered by us or any of our Affiliates, within a period of three (3) months before being referred by you
 - e) Not be affiliated or otherwise related with you, including but not limited to, as an employee, employer, consultant, contractor, board member, manager, agent, or your representative, or as an entity which controls, is controlled by or is under common control with you, unless we are informed of such relationship and expressly grant Referred Customer status to the prospective customer by email. This relation may also concern family bonds, if circumstances surrounding purchase justify belief that a prospective customer was referred in a fraudulent manner.
 - f) Not be a referred customer of a different Affiliate and/or Partner participating in this Program or other partner program offered by GetResponse.
2. We will not accept purchases made by you nor Accounts created by you. This shall also mean that purchases made not under your name but with the use of your payment medium (e.g. credit card, check, bank account) will not entitle you for the Commission.
3. We will verify whether each prospective customer meets the requirements of Section 3(1) and 3(2) above. We will notify you of the acceptance or rejection of each referral.

4. Commissions

1. We will assign to each Affiliate an individual Referral Link which you should use to generate purchases of GetResponse Services. Referral Link redirects the

Referred Customer to the GetResponse website. It contains a unique code assigned to the Affiliate. This information is saved on a computer of a prospective customer, who enters GetResponse website through the Referral Link, in a form of a cookie.

2. You are entitled to receive a one-off payment in amount of 100.00 USD (or equivalent in currency chosen in Affiliate Account) for every new paid Account that will be purchased by the Referred Customer, as restricted in Section 3, with a use of your Referral Link. Other amounts of Commission may result from individual arrangements between GetResponse and you.
3. Where the payment of Commission shall be made in other currency than USD, we will convert and pay the corresponding amount basing on index provided by National Bank of Poland, European Central Bank or Thompson Reuters – whichever is the most recent.
4. Applicable Commission for each sale of the Services to the Referred Customer during the term of this Agreement will be credited to your account once you meet all conditions and requirements hereunder and only upon receiving full remuneration for the Services from the Referred Customer.
5. Both we and you agree that the Commission shall be calculated and paid on a 60 day basis.
6. We shall verify the validity of referred sales within 30 days after the end of applicable 60 days period. Only Accounts that remain paid and active at the time of verification and are in good standing entitle you to the Commission.
7. Refunds in abnormal amount, chargebacks, fraudulent transactions, or any other fraudulent activities, sales that generate any complaints will not entitle you to receive the Commission for respective sale.
8. We reserve the right to reject all purchases that were result of fraudulent, illegal, or overly aggressive, questionable sale or marketing methods.
9. Commissions will not be paid if this Agreement has been violated, terminated or expired, or when Referred Customer's Account has been terminated, suspended, closed or expired.
10. Sale of the Services that forms the basis for calculation of the Commission is tracked through the use of cookies. In some cases, it will not be possible to track traffic from your website to GetResponse website, because the Referred Customer is using cookie-blocking software. Please be informed that such sales will not be eligible for the Commission. We undertake to pay the Commission only for sales that can be tracked back to you using the technology that is in use by GetResponse.
11. We pay the accrued Commission in arrears, in form of ACH or PayPal or via other payment method if we agree individually. The Commission is paid within 7 days of successful verification of referred sales.
12. Commissions are paid to the exact details provided by you in your Affiliate Account. It is your responsibility to inform us immediately about any changes to your payout details and update them in the Affiliate Account. We reserve the right to charge you for reimbursement of any fees, expenses or costs incurred by us arising from false or incomplete payout details or withhold payment of Commissions until you provide us with accurate and complete and up-to date payout details.
13. For each Referred Customer, you are entitled to one-off Commission only, regardless of number of Accounts he purchases, term of Account or change of pricing for the Services, which may happen from time to time.

14. Commissions will be paid in USD (US dollars) or its equivalent and will be subject to all applicable governmental laws, regulations and rulings, including withholding tax. We will not be responsible for any intermediary changes, transaction fees or other costs or expenses accrued by you in connection with payment of the Commission.
15. Commissions are paid out only when the aggregated amount of the Commissions earned during a 60 days period exceed 50.00 USD or its equivalent. If on the last day of the 60 days period, the total amount of the Commission earned during that period are less than indicated amounts, such Commissions will be carried over to the following period and paid when the total amount of Commissions then payable exceeds indicated amounts. You acknowledge and agree that all sums payable under this Agreement are calculated on an aggregate basis for the purpose of fulfilment of tax obligations.
16. We may, in our sole discretion, withhold (temporarily or permanently) Commissions, in part or in full, regardless of whether due or payable, if you violate any term or condition of this Agreement.
17. Based on internal risk analysis, without limiting any other rights or remedies pursuant to this Agreement, we reserve the right to withhold payments in case of a suspected fraud activity, for a period of up to the later of six (6) months or until the corresponding issue has been resolved. If you violate any term or condition of this Agreement, Commissions then due and payable will be (a) withheld until you cure such violation or (b) forfeited if we terminate this Agreement as a result, for cause.
18. To ensure proper Commission payment, you are solely responsible for providing and maintaining accurate contact details, as well as payout details. If you are a US taxpayer, you should include without limitation a valid tax identification number and Form W-9, both by providing W9 details within the Affiliate Account and matching signed scan or photo of the W9 Form. If you are a non-US taxpayer, you should provide us with either a signed certification that you do not have US activities, or a completed Form W-8 or other form, which may be required by the US tax authorities. No Commission payment shall be made unless you provide us with accurate and complete documents and information.

5. Refunds and Chargebacks

1. Any credit card chargebacks owed by GetResponse to the Referred Customer will result in the appropriate Commission amount being deducted from your payment amount ("Deducted Commission"). If the Commission from that sale has already been paid to you, the amount will be deducted from future payments of the Commissions. If the Commission owed to you in the next period is not sufficient to satisfy the Deducted Commission, we may invoice you for the payment of the remaining debt immediately and you are obligated to pay it within the payment date provided in the invoice.
2. We reserve the right to terminate the Agreement with immediate effect in the event of not receiving the remaining debt within the payment date provided in the invoice as referred to in clause 1 above.
3. Any fraudulent activity that can be traced directly to your actions will cause immediate termination and forfeiture of any Commission earned.
4. If an Account of customer referred by you is terminated due to practices or actions that we consider abusive, prohibited or that violate Terms of Service in other ways, we reserve the right, at our sole discretion, to withhold or forfeit the Commissions

earned (regardless of whether paid or outstanding) for referring the terminated customer. If the number of terminated customer accounts referred by you is abnormal or we may reasonably suspect that it is a part of fraudulent activity, we shall have the right, at our sole discretion, to forfeit not only Commissions earned for referring terminated customers, but all Commissions earned (regardless of whether paid or outstanding) by you during the term of Agreement and to terminate the Affiliate Account immediately. As regards settlement rules section 1 and 2 above shall apply accordingly, i.e. we are entitled in particular to deduct relevant amounts of forfeited Commissions from future payments due to you and if the Commission owed in the next settlement period is not sufficient, we may invoice you for payment of remaining debt.

6. Reservation of Rights

1. We reserve the right to take following actions at any time, in our sole discretion and without liability:
 - a. We can add services or functionality to GetResponse Services or cease provision of services or functionality included in the Services, change the Service or any part of it;
 - b. We can modify, add or delete any documents, information, graphics, marketing materials, design, and any content appearing on or in connection with this Program or our website.
2. At no time and under no circumstances shall this Agreement prohibit or limit our or our Affiliates' right to promote, market and/or sell GetResponse Services, on a direct or indirect basis, via any sales channel or otherwise, including but not limited to through websites, the GetResponse Agency Program, the GetResponse Affiliate Program or any other referral program or method, or to appoint other partners to any referral program.
3. We reserve any and all rights not expressly and explicitly granted under this Agreement.

7. Limitation of liability

1. Disclaimer of Warranties. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE GETRESPONSE SERVICES, CONTENT, GETRESPONSE AFFILIATE BOUNTY PROGRAM FOR ANY PURPOSE. THE GETRESPONSE SERVICES MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE GETRESPONSE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND. WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SERVICES, THIS AGREEMENT AND THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE GETRESPONSE SERVICES, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST

PROFITS OR LOST BUSINESS OPPORTUNITIES.

3. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE GETRESPONSE SERVICES, THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WE BOTH AGREE THAT OUR AND OUR AFFILIATES AGGREGATE LIABILITY WILL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY US IN ONE 60 DAYS PERIOD IMMEDIATELY PRECEDING THE DATE OF NOTIFICATION OF AN EVENT GIVING RISE TO SUCH LIABILITY.
4. Neither party shall be responsible for any delay or failure in performance of their obligations under these Terms due to Force Majeure or other occurrences that are beyond reasonable control of the party in default or failing to fulfill obligations. By Force Majeure the Parties understand as an exceptional occurrence, caused by an external factor which cannot be foreseen and which could not be prevented. Force Majeure occurrences include in particular: war, natural disasters, strikes, breakdowns, DDoS attacks or other disruptions in telecommunication networks or data communication infrastructure, emergency government action and administrative measures, activities of entities that affect the provision of the Service or GetResponse websites, and whose activity is independent of the Parties. GetResponse shall not be liable for any claim, loss or damage if, for any reason whatsoever, its website fails or is non-operational.
5. We shall not be responsible if a referred sale goes unregistered for any reason.

8. Intellectual Property

1. The trademarks, names, service marks, logos, brand names, domain names, slogans and trade names of "GetResponse", features and add-ons of the Services, as well as other names and designations used by us in connection with GetResponse Services, or business ("**Intellectual Property**") are proprietary works, trade names and trademarks of GetResponse or GetResponse's Affiliates. You acknowledge our or our Affiliates' exclusive ownership of the Intellectual Property and acquire no right, title or interest in or to the Intellectual Property hereunder, except as otherwise expressly provided by this Agreement.
2. Subject to the conditions provided herein, we may, at our sole discretion, grant you, during the term of this Agreement, a non-exclusive, non-transferable, limited, revocable license to use the marketing programs, materials and tools provided by us in connection with this Agreement solely for the purpose of this Agreement. Use of such marketing programs, materials and tools is subject to the terms of this Agreement and any advertising or marketing use guidelines we may from time to time establish.
3. You will cooperate with us to allow review if use of the Intellectual Property, marketing programs, materials and tools is compliant with this Agreement. If we, at our sole discretion, determines that your use thereof is not compliant with the terms of this Agreement, you will promptly modify or discontinue use of such Intellectual Property, marketing programs, materials or tools as directed by us.
4. If you set up a domain name that includes any of the Intellectual Property, upon request, you will transfer the domain name to us or our Affiliates free of charge.
5. You hereby grant to us a worldwide, non-exclusive license to use your business name and logo in connection with this Agreement, as well as for marketing purposes of GetResponse or GetResponse's Affiliates.

6. Nothing in this Agreement transfers or assigns to you any right or title in or to the Intellectual Property, marketing materials, the Services, or any other technology, products, services or intellectual property of GetResponse or GetResponse's Affiliates. You irrevocably, without any limitation whatsoever, hereby transfers to GetResponse any and all right, title or interest in or to any suggestions, enhancement or change requests or other feedback regarding the Services, provided by you to GetResponse or GetResponse's Affiliates, which fall within the protection of copyright or other intellectual property right law.
7. You will immediately inform us upon notification or otherwise obtaining knowledge of any actual or alleged infringement of the Intellectual Property by any third party, as well as of any claim raised in connection with the Intellectual Property, in order to enable us or our Affiliates to undertake any necessary actions to protect our rights. You shall fully co-operate with us and/or our Affiliates in maintaining and defending the ownership and validity of the Intellectual Property against infringement and claims of infringement, including but not limited to, in any legal proceedings regarding the Intellectual Property.

9. Confidential Information

1. Confidential Information shall mean all information and material disclosed by GetResponse to the Affiliate, (i) whether orally or in writing, (ii) irrespective of whether received directly from us, our Affiliates, via our suppliers, or from third parties acting on behalf of GetResponse or on behalf of our Affiliates, that is designated as confidential, and (iii) GetResponse's and GetResponse's Affiliates' lists of customers or Referred Customers, whether or not otherwise designated as confidential, and (iv) terms and conditions of Application. The Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to GetResponse or GetResponse's Affiliates or (ii) was known to the Partner prior to its disclosure by GetResponse without breach of any obligation owed to GetResponse or GetResponse's Affiliates. You shall: (i) protect the confidentiality of the Confidential Information by using the same degree of care that you use with your own confidential information, but in no event less than reasonable care, (ii) not use the Confidential Information for any other purpose than to perform this Agreement, (iii) not disclose Confidential Information to any third party, and (iv) limit access to Confidential Information to your employees, contractors and agents, who need to know such information. You may disclose the Confidential Information if required to do so under any federal, state, or local law, subpoena or legal process.
2. You acknowledge that immediate, extensive, and irreparable damage may result if the provisions of this Section 9 are not specifically enforced. Therefore, in addition to, and not in limitation of, any other remedy available to GetResponse for breach of such provisions, we may seek to enforce this Section in judicial proceedings by seeking a decree of specific performance by a court of competent jurisdiction and seek appropriate injunctive relief as may be applied for and granted in connection with such enforcement.

10. Restricted Activities

1. You will not take or encourage any action, the purpose or effect of which would be to circumvent, breach, diminish or interfere with the value or benefit of contractual relationships between us or our Affiliates and any of their customers. You agree not to directly or indirectly contact, solicit, or persuade any customers or

employees of us or our Affiliates to purchase products, services or work for any person or entity that operates in industries which compete directly or indirectly with GetResponse or GetResponse Affiliates.

2. Without limiting the generality of the foregoing, you will not:
 - a. Undertake any activities that may be illegal or harmful to our or our Affiliates' reputation or GetResponse Services, including, but not limited to, conduct inconsistent with the public interest, deceptive, misleading, unethical or immoral. To see what practices we regard as particularly abusive or illegal, please click.

The Affiliate shall not (i) associate any content made available on the Affiliate Panel and Affiliate's website, in particular the marketing materials or (ii) offer to provide any goods or services, or (iii) engage in business practices that:

are unlawful, threatening, abusive, harassing, defamatory, obscene, libelous, slanderous, deceptive, fraudulent, invasive of another person's privacy, tortuous, or otherwise violate GetResponse's rules or policies,

a. *endorse a political party, candidate, elected official, or opinion or present person suffering from, medicating for, a physical or mental ailment with use of materials that we render available to you;*

b. *victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability,*

c. *infringe on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party, including, but not limited to, unauthorized copying and posting pictures, logos, software, articles, musical works and videos*

d. *contain harmful content, including, without limitation, software viruses, Trojan horses, worms, time bombs, cancel bots, spy-ware, or any other files, software programs, or technology that is designed or intended to disrupt, damage, surreptitiously intercept or expropriate services or any system, program, data or personal information, or limit the functioning of any software, hardware, or equipment or to damage or obtain unauthorized access to any data or other information of any third party*

e. *impersonate any person or entity, including any of our employees or representatives or other Affiliates (participants of partner programs)*

f. *otherwise violate any law, statute, ordinance, or regulation including, without limitation, those governing consumer protection, Internet tobacco sales, unfair competition, anti discrimination or false advertising*

g. *offer or disseminate fraudulent goods, services, schemes, or promotions (e.g. make money fast schemes, chain letters, pyramid schemes) or engage in any unfair deceptive act or practice,*

h. *are associated with any form of gambling or lottery type services*

i. *are associated with any form of racism, hatred, profanity, mail fraud, adult, sexually oriented, or obscene materials or services, including without limitation, any material clearly designed to sexually arouse the viewer/reader (e.g. books, text, photos, videos, X-rated movies, pornographic materials, etc.), any materials which require individuals to be eighteen (18) or*

older to view or purchase those materials, escort services, and adult websites, or any material which may be insulting to another person or entity,

- j. are associated with the sale of any controlled drug that requires a prescription from a licensed practitioner; or any over-the-counter drug, or nonprescription drugs*
- k. are associated with illegal telecommunications or cable television equipment, such as access cards, access card programmers and unloopers, cable descramblers or filters*
- l. are associated with weapons of any kind and related items, including firearms, firearm parts and magazines, ammunition, BB and pellet guns, tear gas, stun guns, switchblade knives and martial arts weapons*
- m. market for:*
 - a. nicotine, nicotine services, services imitating nicotine services, symbols relating to smoking or nicotine*
 - b. alcohol of any kind*
 - c. drugs of any kind, services relating to drugs, symbols relating to drugs, the use of drugs of any kind*
 - d. medical services, medical aid, medical assistance, medicines*
 - e. video lotteries, cylindrical games, card games, dicing, and automated games*
 - f. call on minors directly to purchase GetResponse services*
 - g. encourage minors to influence their parents or other persons with an aim of impelling them to buy GetResponse services*
 - h. take advantage of minors' trust upon their parents, teachers or other persons*
 - i. unreasonably show minors in dangerous situations, or*
 - j. are intended to affect to subconscious of a recipient.*

- b. Make any promises or guarantees about the Services beyond those accepted by us, or otherwise incur any liability on behalf of GetResponse or GetResponse's Affiliates. In particular you should always provide the prospective customers and Referred Customers with true and up-to-date information on pricing, discounts, and Services.
 - c. Use a third party to perform the obligations under this Agreement without our prior written consent.
 - d. Send unsolicited emails or any communication without the recipient's proper consent.
3. If you take any action described in this Section, or any other action that we reasonably determine to be detrimental to us, our Affiliates or their services, we may withhold (temporarily or permanently) payment of Commissions or terminate this Agreement effective immediately.

11. Promotion and Marketing

To the extent you wish to promote or market the Services:

- 1. you shall promote the Services at your own cost and expense, unless we expressly grant you with certain benefits in writing. You will act at your own risk and in compliance with this Agreement and other our policies, including Terms of Service. You may only hire or cooperate with sales representatives or other personnel to promote Services and perform other activities under this Agreement upon our prior

consent. You are solely responsible for all acts and omissions of any such representatives or other personnel.

2. Prior to creating your own Service-related promotional or marketing materials, marketing techniques, or promotional campaigns, or participating in any industry event in your capacity as Affiliate, you must in each instance obtain our prior approval. We will not unreasonably withhold such approval. You must not produce or distribute your own materials that are deceptively similar to those produced, published or provided by us or which suggest they originate from us.
3. You may promote the Services on social media, but we must pre-approve the content. At all times you must comply with the following social media guidelines: (i) use your own name or business name on the social media account, (ii) do not present yourself as an employee, representative or agent of GetResponse or GetResponse's Affiliates, (iii) do not post discriminatory, insulting or offensive content or comments, (iv) respect the privacy of other users of the social media channel, (v) respect copyrights and all other intellectual property rights of GetResponse and third parties.
4. You may not use mass telemarketing to promote the Services, including automatic calling devices. You may not use pre-recorded or artificial voice messages or send fax, email, or text messages to anyone with whom you do not have an established business relationship, or who has not given prior express consent to send such messages. It is your responsibility to comply with all applicable laws and regulations applicable to personal data protection, privacy or unsolicited commercial communications.
5. You may not promote GetResponse in a way that requires a prospect customer to perform an action (such as sign up for a GetResponse Service or Free Trial) in order to receive a reward, gift, or other compensation as result of such action. Promoting GetResponse Services with an incentive of "cash back" to prospects or Referred Customers in return for signing up for an Account is prohibited.
6. You may not promote the Services via Google AdWords or through other search engine service providers without our prior written or email consent in each instance.
7. You may not contact the media about GetResponse, GetResponse's Affiliates or their services, act as a spokesperson for GetResponse or GetResponse's Affiliates or make statements for the media relating to GetResponse, any GetResponse's Affiliates or their services.
8. You shall not make any false statement or misrepresentation about GetResponse, or GetResponse's Affiliates or their respective services.

12. Term and termination

1. This Agreement shall commence as of the Effective Date and shall continue until terminated in accordance with these Terms.
2. Either you or we may terminate this Agreement immediately upon delivery of a notification.
3. Termination for Cause. Without limiting any of our rights elsewhere in this Agreement, we may terminate this Agreement immediately (which means shutting down the Affiliate Account) or block your access to your Affiliate Account:
 - a. Without notice, If you breach material provisions of this Agreement,
 - b. Without notice, If we have justified belief that you send unsolicited emails or engage in any other communication to a recipient that has requested discontinuance of such communication,

- c. Without notice, if you become a subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors,
 - d. Without notice, if you violate these Terms, or applicable local, state, federal, or foreign laws or regulations, in particular by fraud activities
 - e. Without notice, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect GetResponse, GetResponse's Affiliates, or GetResponse's or GetResponse's Affiliates prospects, customers or services,
 - f. Upon notice, if you don't use the Affiliate Account for at least six (6) months and you don't generate any sales.
4. Unless otherwise stipulated in this Agreement, termination of this Agreement by any Party with or without cause shall not affect our obligation to pay you Commissions earned prior to the effective termination date, as long as the related payment for a Referred Customer's Accounts is recognized by us within thirty (30) days after such effective date. We will not pay any Commission for payments made for a Referred Customer's Accounts which we recognize after thirty (30) days after the date of such termination. Notwithstanding the foregoing, in the event of termination for cause by us, our obligation to pay and your right to receive any Commissions will terminate upon the effective date of such termination, regardless of whether you would have otherwise been eligible to receive Commissions prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive Commissions after termination of this Agreement.
 5. Upon termination or expiration of this Agreement, you will immediately discontinue all use of the Intellectual Property.

13. Indemnification

You shall indemnify, defend and hold us and our Affiliates harmless from any damage, loss, claim, expense or other liability (including reasonable attorney's fees and costs) arising out of or relating to any of the following:

- a) material breach by you or any of your employees, contractors, representatives or affiliates of any agreement, undertaking, duty, covenant, representation or warranty pursuant to this Agreement,
- b) any claim relating to your (or your employee's, contractor's, representative's or affiliate's) promotion or marketing of the Services,
- c) any act or omission of your or any of your employees, contractors, representatives or affiliates,
- d) any infringement, misappropriation or violation of any intellectual property or other rights of any third party by you or any of your employees, contractors, representatives or affiliates.

14. Violation of the Agreement

1. We expect participants in the Program to run their businesses honestly, ethically, and with integrity, and accordingly, we reserve the right to terminate this Agreement upon notice in the event we reasonably determine that you have engaged in conduct that materially and adversely impacts or constitutes a threat to GetResponse, GetResponse Affiliates, or their respective services, business, customer relationships or rights.
2. During the term of this Agreement and for twelve (12) months thereafter, you shall not disparage GetResponse, GetResponse's Affiliates, their services, other

affiliates participating in the Program, or GetResponse's or GetResponse Affiliates' customers. "Disparage" means hurt the reputation, discredit or present GetResponse, GetResponse Affiliates, their services, other partners, GetResponse or GetResponse Affiliates' customers in a negative light.

3. To the extent we or any our Affiliate suffer or incur any loss, damage, lost profits or related costs or expenses in connection with any breach of this Section, we shall be entitled to deduct the amount thereof, including reasonable attorney's fees, from any Commissions due to you. We may also demand repayment of all compensation, financial or other benefits which you directly or indirectly received or may receive as a result of, arising out of, or in connection with your violation of this Agreement. Such remedy will be additional to and will not constitute a limitation of any damages, injunctive relief or other rights and remedies to which we or our Affiliates are or may be entitled to at law or in equity.

15. Compliance with the laws

1. You shall fully and unconditionally comply with laws and regulations applicable to your business activity, including, but not limited to trade law, taxation and social security matters. You are solely responsible for obtaining all legal and other required approvals and registrations necessary to conduct your own business activities. You are solely responsible for all costs associated with obtaining such approvals and registrations and agree to provide any necessary proofs and documentation of running a legitimate business activity upon our request.
2. You shall be responsible for payment of all applicable taxes and social security contributions related to your business activity in accordance with applicable laws, including but not limited to the laws of your country of residence.
3. You warrant and agree that your activity under this Agreement, including marketing and promotion of the Services, complies and shall comply with all applicable laws. You shall immediately notify us about any actions, claims, or litigation that are relating to this Agreement and/or the use of the Services.
4. In case of a breach of any applicable laws or regulations by you or any of your employees, contractors, representatives or affiliates, you shall hold us and our Affiliates harmless with respect to any damages, fines, or claims of third parties whatsoever incurred in connection therewith. Any violation of applicable laws and regulations constitutes a material breach of this Agreement and entitles us to immediately terminate this Agreement. Upon request, you shall certify your compliance with applicable laws. We reserve the right to suspend payment of Commissions until you provide an adequate invoice or other documents regarding your business activity and compliance with applicable laws.

16. General

1. Our relationship established by this Agreement is that of independent contractors. In particular, you are not an employee, agent, co-owner, participant in co-venture or other joint undertaking or, in any other service relationship with us or our Affiliates. You are not included in the business organization of GetResponse and can pursue any other activities, provided they do not violate the provisions of this Agreement, including but not limited to the restrictions set forth in Section 9.
2. You have no authority to represent GetResponse or GetResponse's Affiliates in any manner, to enter into transactions or agreements, make any commitments, create or assume any obligations on behalf of GetResponse or GetResponse's

Affiliates for any purpose whatsoever, without our prior express written authorization.

3. You operate your business at your own risk and under your management, and at your own determined time and place. You shall not be subject to any instructions or regulations regarding exercise and management of your business activity based on the Agreement, place and time of work, or personal conduct at work, which go beyond the scope of instructions and regulations included in the Agreement. All financial and other obligations associated with your business activity are your sole responsibility. You are fully responsible for any third-party claims including but not limited to damages, liabilities, fines or material breach in relation to your activity under this Agreement.
4. You may not assign this Agreement, delegate your responsibilities or transfer your interest or any part thereof to any third party, without our prior written approval.
5. All provisions of these Terms that by their nature extend beyond the termination of an Agreement shall survive its termination.
6. The headings of sections included in these Terms are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.
7. Excepts as stated otherwise, any notice, request, consent or communication under this Agreement shall be effective only if it is in writing and sent by (i) certified or registered mail, return receipt requested, or (ii) email to contact address (may be changed by notice given to the other Party).
GetResponse Services Inc: 1011 Centre Road, Suite322, City of Wilmington,
County of New Castle, Zip Code 19805, USA
You: address provided in Application
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice of law or conflict of law provisions.
9. We will periodically update these Terms by posting revised version to this website and/or by sending you an email to your email address.