

GetResponse for Non-Profits Program Terms and Conditions

I. About the program

1. These terms and conditions relate to the GetResponse for non-profits program (we'll call it "the program" from now on).
2. The program is run by GetResponse Sp. z o. o. Our company is incorporated under the laws of Poland, with our registered office at Arkonska 6, A3, 80-387 Gdansk, Poland, registered at the National Court Register at Company No. (KRS) 0000187388, NIP No. 9581468984, REGON No. 192998251, with a share capital of PLN 5 559 840 (we'll say "GetResponse", "us", or "our" from now on).
3. Within the program GetResponse offers 30% or 50% discount to our Basic, Plus and Professional accounts on a monthly plan (we will say "discount" from now on). The discount has no time limits subject to our program partners' additional requirements, which may result in time limitations of the given discount.
4. By taking part in our program, you accept these terms and conditions.

II. Taking part

1. You can take part in our program if you are a non-profit organization with a valid charitable status in the country of your origin. The program is open to all non-profits, excluding political organizations.
2. Depending on the country of your origin your application may be revised by our external program partners who may introduce additional requirements referring to your participation in the program, including additional verification and distribution fees. All the information you will find on our program partners' websites.
3. You can apply to the program by submitting the application form available at: <https://www.getresponse.com/non-profit> or other language version of the website applicable to your country of origin.
4. To benefit from our 50 % discount you need to include a link to GetResponse's local website on your website within 4 (four) weeks after the approval of your application to the program and keep it visible throughout the whole term of using the discounted GetResponse account. If you delete the link or don't place it, we will downgrade your discount to 30% level, starting from the next billing cycle.
5. We reserve the right to reject your application if you do not comply with legal requirements for non-profit organizations in the country of your origin.

III. Discount

1. The discount mentioned in clause above refers only to standard features of the chosen account. Additional features remain at the regular price.

2. You can only buy one account on one subscription plan at the given discount.
3. The discount may not be combined with other GetResponse promotions or discounts.
4. If you make any changes to the account as to subscription period (for instance, a switch from monthly to annual subscription) or the account is deactivated for any reason, we'll forfeit the discount, and it won't be reinstated.
5. You can't transfer your discount to anyone else or apply it to an existing GetResponse account.
6. To benefit from the discount you can't refer GetResponse to any other non-profit organization within available GetResponse referral or affiliate programs. If you do so, we'll forfeit the discount starting from the next billing cycle.

IV. Intellectual property

1. To benefit from our 50% discount you grant GetResponse an irrevocable, non-exclusive, free-of-charge right to use your brand logo in any kind of our marketing and promotional activities.
2. You state and warrant you'll be the exclusive holder of copyrights to your logo and that your rights won't affect any third party's copyrights or other rights – and won't be limited if you take part in our program. That being said, you agree to indemnify and hold GetResponse exempt from liability, as well as any and all claims made by third parties related to infringement of these rights.
3. Beside including link to GetResponse's local website on your website, which is required to benefit from our 50% discount, nothing in the program constitutes or is constructed as a grant of any express or implied license or your other right to any GetResponse intellectual property rights.

V. Processing your personal data

1. We'll only use the personal data you give us (such as organization's name, email address, country) for the purposes of running the program. This includes (but is not limited to) application process and handling inquiries or complaints relating to your participation in the program. We'll process your personal data on the basis of article 6 sec.1 b) of Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR).
2. We'll store your personal data for the time needed to pursue the purposes mentioned in clause 1 above.
3. You can ask to access, change, or erase your personal data – or restrict or object to it being processed. You can also ask us for your personal data and send it to another controller, as well as lodge a complaint with a data protection supervisory authority.
4. Giving us your personal data for the purpose mentioned in clause 1 above is voluntary, but you will need to do it if you wish to take part in the program.

5. We'll process your personal data in accordance with the rules listed in these terms and conditions and all applicable law regulations. We take all reasonable steps to protect your personal data from loss, misuse, unauthorized use, access, inadvertent disclosure, alteration, or destruction.
6. You can send any inquiries or complaints about your personal data processing to our Data Protection Officer at privacy@getresponse.com

VI. Liability's limitations

1. We don't guarantee the suitability, reliability, availability, timeliness, merchantability, or fitness of your participation in the program for any purpose, and the program is available "as is" without warranty or condition of any kind.
2. To the extent permitted by law, in no event are we liable for any direct, indirect, punitive, or consequential damages, including lost profits or business opportunities, resulting from or relating to your participation in the program.
3. You agree to indemnify and hold us, our employees, directors, officers, co-operators, and representatives exempt from any and all claims, losses (either direct or indirect), damages, expenses, including but not limited to attorney fees, resulting from your failure to comply with the terms and conditions of the program, or your violation of any law regulations or third party's rights of any kind, resulting from or related to your participation in the program.

VII. Miscellaneous

1. We reserve the right to change these terms and conditions, or terminate the program at any time for any reason, at our discretion.
2. When you take part in the program, no joint venture, partnership, employment, or agency relationship will be created between you and GetResponse as a result.
3. You can email any inquiries or complaints about your participation in the program to nonprofit@getresponse.com
4. The program will be governed by the laws of Poland. Any disputes about it will be resolved by courts having jurisdiction over the registered GetResponse head office.