

Terms and Conditions of GetResponse Integrations

These Terms and Conditions (“Integration Terms”) apply to GetResponse Integrations operated by GetResponse Sp. z o.o. incorporated under the laws of Poland, with its registered office at Arkonska 6/A3, 80-387 Gdansk, Poland (“GetResponse”, “we”, “us”, “our”). Please read the Integration Terms carefully before submitting an application as you are going to be bound by them from the moment you join our integration program.

1. Integration of your services with GetResponse Service shall facilitate exchange of data, texts, messages, images (“Content”) between both systems at the request of users of your services (“End Users”). To take advantage of the opportunities offered by integration End Users may be required to have also a GetResponse account.
2. By submitting an application to GetResponse Integrations, you express willingness to become our integration partner. After receiving all required details, we will verify whether your integration solution meets our interoperability, security, support, usage and benefit criteria. It will take us a while to carry out the verification. After completed check-up we will notify you of an acceptance or rejection of your application. Upon notification of acceptance, these Integration Terms shall apply in full force and effect.
3. In order to complete integration, you may be asked to follow certain steps. You may also be required to complete some requirements. Make sure to observe the instructions as only strictly following the steps can guarantee success.
4. Each Party reserves the right to modify its services in its sole discretion, including updates, upgrades, adding services or functionalities or ceasing provision of services or functionalities.
5. When needed, you may be allowed to access our APIs, but only those for which we provide documentation at <https://apidocs.getresponse.com/v3>. You shall comply with all guidelines contained therein.
6. GetResponse is not responsible for initiating any updates, including updates to logos, screenshots, or any other content in the listing, for providing links or instructions, for accuracy of integration, correctness of integration, or any technical issues that may impact the performance of your services in conjunction with GetResponse Service.
7. You shall assure all technical support and information to your End Users. In particular, we encourage you to provide your End Users with installation support and information on exchanging the Content and effective use of your services in conjunction with GetResponse Service.
8. Once you become our integration partner we will promote your integration solution inside our integration directory and via newsletters. You hereby grant to us a worldwide, non-exclusive license to use and display your business name and logo in connection with these Integration Terms, as well as for marketing purposes of GetResponse or GetResponse’s Affiliates.
9. The trademarks, names, service marks, logos, brand names, domain names, slogans and trade names of one Party, features of services, as well as other names and designations used by one Party in connection with its services (“**Intellectual Property**”) are proprietary works, trade names and trademarks of that Party. Each Party acknowledge exclusive ownership of the Intellectual Property of the other Party and acquire no right, title or interest in or to the Intellectual Property hereunder.

10. Nothing in the Agreement transfers or assigns any right or title to the Intellectual Property of the other Party, its technology, products and services (“**Products**”). Under no circumstances can one Party modify, enhance, translate, supplement, create derivative works from reverse engineer, reverse compile, sell, lease, transfer, license any part of the other Party’s Products, as well as use it other way than specified in these Integration Terms.
11. As long as you participate in our integration program, you may use our business name and logo solely to promote integration between our services. You must only use materials that we make available to you, in accordance with our instructions, and immediately comply with our request to discontinue use.
12. We encourage you to provide suggestions on how we can enhance or change our service. By doing this you agree that we can implement them without payment to you.
13. 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 SERVICE INTEGRATION WHATSOEVER. THE GETRESPONSE SERVICE AND FUNCTIONING OF INTEGRATION MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE SERVICE INTEGRATION IS SHARED "AS IS" WITHOUT WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND. WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE SERVICE, THE GETRESPONSE SERVICE, THESE INTEGRATION TERMS 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.
14. 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 INTEGRATION, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES.
15. No fees, commissions or other payments will be due under these Integration Terms. Each Party shall be responsible for its own costs and expenses related to integration.
16. Both you and we agree that our relationship established under these Integration Terms is that of independent contractors, and nothing contained herein shall be construed to give either you or us power to direct or control day-to-day activities of the other. 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.
17. Your data shall be processed by GetResponse in accordance with Privacy Policy available at www.getresponse.com/legal/privacy.html.
18. These Integration Terms shall apply as long as you participate in our integration program. Both you and we can terminate this cooperation at any time. If you want us to remove your name and logo from our integration listing, please inform us about it via email.
19. We may update the Integration Terms from time to time, every time posting the updated version.
20. This relationship shall be governed by and construed in accordance with the laws of Poland without giving effect to any choice of law or conflict of law provisions.