

GETRESPONSE MARKETPLACE PROGRAM TERMS AND CONDITIONS

General provisions

1. These Terms and Conditions govern the GetResponse Marketplace Program (“Program”).
2. The Program is organized by GetResponse Sp. z o.o., a company incorporated under the laws of Poland, with its registered office at Arkonska Street 6/A3, 80-387 Gdansk, Poland (“GetResponse”, “we”, “us”, “our”).
3. The GetResponse Marketplace Program enables its participants to publish their business offer on www.getresponse.com/marketplace, a site aiming at linking all potential or present GetResponse customers with others offering products or services related to GetResponse services, such as: email list building, content creation, template design, business consulting, training and consulting, campaign strategy, marketing automation, and API development.
4. By participating in the Program, you agree to comply with these Terms and Conditions.

Application to the Program

1. Applications to the Program can be submitted via www.getresponse.com/marketplace/join only.
2. Application to the Program is free of charge. Only English-language offers may be accepted.
3. Offers that are incomplete, not compliant with industry best practices, competitive to GetResponse services, irrelevant for GetResponse customers, as well as offers that include spam links, links to suspicious websites, duplicate or offensive content may be rejected by us at our sole discretion without providing the author with the reason for such rejection.

Publication of the offer

1. You will be notified about the acceptance/rejection of your offer within 10 (ten) days after its submission. All accepted offers will be published at the same time on www.getresponse.com/marketplace.
2. Rejected offers can be adjusted/updated through individual consultation with the GetResponse Marketplace manager.
3. You may have only up to 4 (four) offers published on www.getresponse.com/marketplace at the same time.
4. The positioning of an offer on www.getresponse.com/marketplace depends on the sole discretion of GetResponse.

Non-exclusivity

Participation in the Program doesn't create any exclusivity between you and GetResponse. Both you and GetResponse can still recommend similar third-party products and services or cooperate with third parties to implement or use similar services and products.

Participant's representations and warranties

1. You state and warrant that you will be the only author of the content of your business offer published on www.getresponse.com/marketplace and the exclusive holder of copyrights to it.
2. You state and warrant that your rights to the offer content will not affect any third party copyrights nor any other rights and that your copyrights will not be limited in any extent covered by the scope of your participation in the Program.
3. You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable license to use the content of the offer, including but not limited to images and videos, as well as your trademarks, service marks and logos in all kinds of our marketing and promotional activity related to the Program.
4. If you violate the provisions mentioned in sections 1 and 2 above, you will bear all responsibility for any damages caused by ineffective or incorrect acquisition of rights to your offer content from third parties, or caused by the acquisition of rights to the offer content encumbered by third party rights, as well as caused by ineffective or incorrect grant of the license to GetResponse. If, after granting the license in accordance with section 3 above, any legal defects, encumbrances, or third party claims appear, you will release GetResponse from any related third party claims, and redress all damages caused to us for such defects or encumbrances. Moreover – on our demand – you will make public a statement of the relevant content.

GetResponse's intellectual property

1. Nothing in the Program can constitute or be construed as a grant of any express or implied license or your other right to any of our intellectual property rights apart from the authorization to use these rights for the purpose of identifying your participation in the Program within your marketing and promotional activity.
2. You undertake not to violate our intellectual property rights provided to enable your participation in the Program, in particular (1) not to make any changes in our trademarks or any other commercial identification, (2) not to use them in a misleading way, (3) not to use them in a way that implies that we endorse, sponsor, or approve of your services or products (4) not to use them in a way that reflects adversely on us, our business, or our customers (5) not to use them in violation of applicable laws or in connection with an obscene, indecent, or unlawful topic or material.
3. You are not entitled to use any terms or phrases that refer to exclusivity, advance access, or a unique relationship with GetResponse, in particular but not limited to terms or phrases suggesting you cooperate with GetResponse as a strategic, exclusive, special, or recommended business partner.

Term and termination

1. Subject to section 2 of the final provisions below, these Terms and Conditions shall apply as long as you participate in the Program.
2. GetResponse has the sole right to suspend or remove your offer from www.getresponse.com/marketplace with immediate effect and without notice, in particular if you breach any applicable laws or these Terms and Conditions, or if we determine that your participation in the Program reflects adversely on us, our business, or our customers.
3. Upon suspension/removal of your offer in accordance with section 1 above, you will immediately discontinue all use of our trademarks and other commercial identification, and will remove all the information relating your participation in the Program from all your marketing and promotional content available on your website or other collateral.

Disclaimers, limitation of liability

1. We make no representations or warranties about the suitability, reliability, availability, timeliness, merchantability, or fitness of your participation in the Program for any purpose. The Program is available “as is” without warranty or condition of any kind.
2. To the extent permitted by law, in no event shall GetResponse be liable for any direct, indirect, punitive, or consequential damages, including lost profits or business opportunities, arising out of or relating to your participation in the Program.
3. No joint venture, partnership, employment or agency relationship exists between you and GetResponse as a result of your participation in the Program.

Final provisions

1. We may change or terminate the Program at any time for any reason.
2. We reserve the right to change these Terms and Conditions at any time without prior notice. Please check these Terms and Conditions regularly. Your continued participation in the Program constitutes your acceptance of those changes.
3. Any questions or complaints regarding your participation in the Program may be asked or made via <http://www.getresponse.com/feedback.html>.
4. Submission of your offer through www.getresponse.com/marketplace/join constitutes your permission to use your personal data collected by GetResponse for the purpose of running the Program – as voluntarily entered into by you under these Terms and Conditions, (including consultations with GetResponse Marketplace admin, vindication of claims, etc.)
5. The governing law for this Program is Polish law. The provisions of the Polish Civil Code and other effective laws shall be applicable in issues not governed by these Terms and Conditions. All disputes shall be submitted for resolution to the competent Polish court with respect to the location of the GetResponse headquarters.