Anti-Spam Policy

GetResponse Tecnologias Brazil Ltda, a company registered in São Paulo, Brazil, at Rua Doutor Gentil Leite Martins, 336, CEP 04648-001, Vila Nova Caledônia, enrolled in the CNPJ/MF (Corporate Taxpayers Registry) under nº 30.955.347/0001-59 ("**GetResponse**", "**we**", "**us**") follows a zero tolerance anti-spam policy. We participate in a number of industry initiatives, such as Email Service Provider Coalition (ESPC), which promote responsible, permission-based online marketing.

By subscribing to use our online marketing and related services (the "**Service**"), you ("**User**" or "**you**") agree not to use the Service to send unsolicited email in any form ("**Spam**"), that you will comply with this Anti-Spam Policy (the "**Policy**"), and that your use of the Service is subject to the terms of this Policy, the GetResponse Privacy Policy, and the Terms of Service.

1. Legal Requirements

In addition to complying with the terms of this Policy, Users must comply with all legal requirements for commercial email service providers in the country of residence of the User and its Contacts, and the following to the extent applicable (each as amended or superseded and in effect): Law No. 12.965 of April 23, 2014 (Establishment of Principles, Guarantees, Rights and Obligations for the Use of the Internet in Brazil) the Directive 2000/31/EC of the European Parliament and Council of 8 June 2000 on certain legal aspects of information society services, in particular, electronic commerce, in the Internal Market ("Directive on Electronic Commerce"), the Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ("Directive on Privacy and Electronic Communications"), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and the CAN SPAM Act of 2003, along with other applicable laws on privacy and electronic communication. You are solely responsible for familiarizing yourself with applicable legal requirements and ensuring that you fully comply.

2. What is Spam?

Spam, also known as junk mail, is unsolicited commercial email messages, especially (but not only) bulk email messages. "Unsolicited" means that the recipient has not provided verifiable permission for the message to be sent. "Bulk" means that the message is sent as part of a larger collection of messages, all having substantively identical content. The term "spamming" refers to transmitting, distributing or delivering any unsolicited commercial e-mail correspondence, especially in mass quantities, through electronic means of communication.

3. Verification

Individuals and/or entities can be added as mailing list contacts ("**Contacts**") in your Service account ("**Account**") in multiple ways. They may sign up thru a landing page or a web form, be inported in a file, added via API or added manually thru the application interface. In all cases, the User must have the Contact's permission to send email messages to them and to process their data. Users are expressly prohibited from sending messages to any person or entity that has not expressed their consent to receive such information from the User. Please note that a Contact's consent may not be presumed or inferred from other statements or content. In addition, Contacts may withdraw their consent at any time.

GetResponse recommends using double opt-in confirmation as an example of best practices. User manages this recommended solution (double opt-in confirmation) in their own way. At User's request, GetResponse may send a new Contact a message confirming their interest in receiving information from the Users.

GetResponse strictly prohibits Users from using the Service to send messages to third party email addresses that have been rented, leased and/or purchased, as well as from gathering email addresses through surreptitious methods, such as scraping or harvesting. The use of any kinds of automated solutions, software or scripts is strictly prohibited. The User may store, manage the data and send electronic information only to those individuals and entities who have expressly agreed to receive such information from the User.

We reserve the right to verify (or require the User to verify) each imported Contact list and listing, including whether Contact consent has been obtained to receive electronic messages, the existence of spam-traps or misspellings, and other issues. The negative result of such a verification entitles us to reject the imported list.

4. Content of Your Messages

The User must provide true and accurate headers and content in its messages. Among other things, the "From", "To", "Reply-To" and routing information (including originating domain name and email address) must be accurate and clearly identify the sender. The subject line must accurately reflect the content of the message and not be deceptive or misleading. The message must also disclose clearly and conspicuously when it is primarily an advertisement, and must not contain any content that is vulgar, offensive, illegal or otherwise prohibited by applicable law or GetResponse policy, in particular but not limited to GetResponse Terms of Service.

5. Postal Address

The User must provide GetResponse with the User's valid physical postal address, which will be included in each message footer. The User is required to maintain and promptly update this data with GetResponse to ensure it is current, complete and accurate.

6. Withdrawal of Consent – "unsubscribe" link

Each message sent from the Account shall contain an unsubscribe link. The link automatically updates the mailing list to ensure that a Contact that has opted out will not be sent any further mailings from that Account. Users are expressly prohibited from removing, altering or hiding

the unsubscribe link, or from charging any fee, requiring any personally identifying information other than an email address, or requiring the Contact to take any step other than sending a reply email or visiting a single page, as a condition for honoring an opt-out request.

Once a Contact has opted out, the User must not send them further messages or sell or transfer their email addresses, even in the form of a mailing list. GetResponse automatically handles all unsubscribe requests on User's behalf, and lists Contacts that have opted out in the User's Account.

7. Agreement Violations

The User must not use the Service to send any Spam. Neither emails with getresponse.com domain, nor the GetResponse URL may be included in a bulk message or in a bulk-advertised web page.

We reserve the right to issue a warning or take other action should the User be found spamming or using the Service for any abusive, illegal, prohibited in GetResponse Terms of Service or otherwise unauthorized purpose. In each such case, GetResponse reserves the right to take such action as it deems appropriate under the circumstances, including without limitation, warning, terminating the User's Account without notice or a refund, and/or reporting the User and the incident to their ISP and proper authorities. The User shall be liable for any loss incurred or damage suffered by GetResponse or any third party should such loss result from noncompliance with this Anti-Spam Policy.

If you believe you have been spammed, please notify us to abuse@getresponse.com.