

Constant Contact[®] Refer-A-Partner Program Terms and Conditions

The Constant Contact Refer-a-Partner Program (the “Program”) makes it easy for you to share your knowledge about Constant Contact with your friends and colleagues and get rewarded at the same time! If you are a non-UK-based Solution Provider, you can earn \$50 for each approved referee you submit that becomes a Constant Contact Solution Provider (the “referee”) and an additional \$50 if your referee signs up a qualified new Constant Contact customer in the referee’s first 30 days of becoming a Constant Contact Solution Provider. If you are a U.K.-based Solution Provider, you can earn £50 for each referee and an additional £50 if your referee signs up a qualified new Constant Contact customer in the referee’s first 30 days of becoming a Constant Contact Solution Provider. The following terms and conditions apply to the Program:

1. To be eligible, you must be a Constant Contact Solution Provider in good standing and use the referral form in the partner portal to send in a referral.
2. Your referee must be at least 18 years old and apply for and be approved to join the Solution Provider Program in order for you to receive your \$50 credit (or £50 if you are based in the U.K.).
3. As the referrer, you will receive an additional \$50 credit (or £50 if you are based in the U.K.) if your referee gets at least one “new customer” to join under its partnership in the referee’s first 30 days of becoming a Constant Contact Solution Provider. A "new customer" is a person or entity that is unrelated to the referrer and referee, who has never been a paying Constant Contact customer and who remains a paying customer for 30 days.
4. If you are based in the U.K., you may be eligible to receive additional credits under the Program.
5. Any amounts you are eligible to receive hereunder will be paid into your partner account in accordance with Constant Contact’s standard payment terms.
6. There will be no amounts paid to the referee under this program, although the referee will be eligible for all partner benefits under the Constant Contact Solution Provider program.
7. Before entering any referee's contact information, you must ensure that you have the express permission of the referee to share his/her information with Constant Contact and for Constant Contact to contact your referee via telephone and/or email. You must also ensure that we have permission to share with you the fact that he/she has decided to become a Constant Contact Solution Provider.
8. You represent and warrant that you have an existing relationship (business, personal or family) with the referee and agree that we may share you name to your prospective and accepted referees as the referrer.
9. You will not be eligible for any payments under this program for partners you referred prior to the launch of the program.

10. Only one payment will be made for each referee. If multiple referrers claim the same referee, Constant Contact will have sole discretion to identify the referrer for such referee.
11. Referee partnership accounts or new customers that are cancelled by Constant Contact for any reason (including non-compliance with Constant Contact's usage policies) will not be included in the Program and no payments will be made with respect thereto.
12. Constant Contact reserves the right not to provide a payment hereunder for any reason, including if Constant Contact suspects that there is some abuse of the Program.
13. Constant Contact will not store your referees' names in any marketing database and will not contact your referees (other than to contact them via phone and/or to send a one-time email) unless your referees sign up to be a Constant Contact Solution Provider. Any other data collected for the purposes of this Program will be processed in accordance with the provisions of Constant Contact's Privacy Statement, currently located at www.constantcontact.com/privacy.
14. Constant Contact may amend these terms and conditions from time to time and the revised terms and conditions shall become effective immediately upon posting. Constant Contact reserves the right, in its sole discretion, to suspend or cancel the Program at any time.
15. You agree to comply with any applicable federal, state and local laws, the Solution Provider Partner Agreement, currently located at <http://static.ctctcdn.com/docs/pdf/SolProvTerms20140224.pdf>, and the Constant Contact Web Site and Product Terms and Conditions of Use, currently located at www.constantcontact.com/terms (the "Terms of Use") and any other terms, conditions or policies published on the Constant Contact website. This Program is void where prohibited by law. You acknowledge and agree that, for the avoidance of doubt, Section 11 (Limitation of Liability) and Section 19 (Miscellaneous) of the Terms of Use apply to this Program.

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