

Terms and Conditions: re:spondelligent “Referral Programme”

1. Introduction and purpose

Natural persons can act as brokers between the company re:spondelligent GmbH (hereafter “re:spondelligent”) and customers (explicitly restaurants, hotels and campsites). For a successful referral, the broker receives a commission from re:spondelligent. Brokers commit to adhering to the Terms and Conditions of the Referral Programme. In addition, adherence to said Terms and Conditions is the prerequisite for participation in the programme and for the pay-out of commissions.

re:spondelligent reserves the right to — without giving reasons — exclude brokers from the Referral Programme, especially in case of suspicion of non-compliance with the Terms and Conditions, unlawful actions or improper use.

By participating in the Referral Programme, the broker accepts the terms and conditions and agrees — until revoked — to future changes made to the Terms and Conditions on the part of re:spondelligent.

2. Participation in the Referral Programme

Every natural person, independent of residential location, is permitted to participate in the Referral Programme. Brokers commit to providing truthful information to re:spondelligent and to the referred customers.

By participating in the Referral Programme, brokers confirm:

- That referred customers were informed truthfully about re:spondelligent and the services. The current services of re:spondelligent can be retrieved by visiting <https://respondelligent.com/en/> or on request via info@respondelligent.com.
- That the broker is neither an employee, nor an owner or shareholder of the referred customer.
- That the broker is neither an employee, advisor, owner or shareholder of re:spondelligent, nor that he or she is a relative of high-ranking members of the re:spondelligent management team.

3. Conditions for successful referral and commission

Potential customers are explicitly restaurants, hotels and campsites, independent of their location. Every referred customer operates at least one business. A business qualifies if there is a corresponding current and public entry on Google My Business. As a result, a customer can have more than one business. The commission is paid per business successfully launched on re:spondelligent (not per customer), provided that the business is part of the contract between the customer and re:spondelligent (minimum contract length of 1 year). The maximum commission per customer is 10 businesses, even if the total number of businesses of a given customer exceeds this number.

Thus, brokers receive a commission when all following conditions are met:

- The present Terms and Conditions are adhered to.
- The referred customer (or a business operated by him or her) is not and was not a customer of re:spondelligent.
- re:spondelligent and the referred customer form a contract for at least one business and for one year (excluding free month)
- The customer has paid the agreed-upon services for all businesses for a minimum of one year to re:spondelligent.

4. Commission amount

- CHF 100 per business for the services: Cockpit Start and Cockpit Starter Pro
- CHF 150 per business for the services: Cockpit Starter or Cockpit Starter Pro AND Responses Starter or Responses Pro

Final provisions

Swiss law is applicable, independent of the location of the broker or the referred customer. Court of jurisdiction is Gersau (SZ), Switzerland.

Gersau, November 2019