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LEADS4AGENTS.COM LLC TERMS AND CONDITIONS

REV. 03.14.08

SECTION 1 - GENERAL TERMS

Leads4Agents.Com LLC generates and provides "insurance leads" from consumers who complete inquiry forms or requests for further information. Leads4Agent.Com LLC, hereby referred to as L4A will provide such leads to subscribers of our lead service, hereby referred to as "agents".

SECTION 2 - USAGE OF INFORMATION

AGENT shall not resell leads provide by L4A, if such AGENT is found to be reselling leads to other agents, other agencies, or other lead companies account will be cancelled and AGENT may be prosecuted for punitive damages as such action could seriously impact the quality and integrity of our service. L4A will provide leads to AGENT for the sole use by the AGENT or AGENT representatives (i.e. employees or subagents is permissible).

AGENT shall contact lead within reasonable hours, in conjunction with any local, state, or federal calling regulations. AGENT is responsible for being in compliance with all DO NOT CALL or related local, state or federal calling laws. AGENT agrees to hold L4A and it's related employees, owners, and affiliated persons harmless from any legal complaints, fines or actions related to the calling of generated leads.

AGENT agrees to discontinue calling and maintain a DO NOT CALL list if such lead requests no further contact by phone, email, or any other communication.

SECTION 3 - AGENT BUYER

L4A leads are intended for LICENSED INSURANCE agents. All L4A buyers who represent , quote , or sell insurance and related products are responsible for being licensed in accordance to their local, state or federal related regulations. AGENT agrees to hold L4A harmless related to any transaction between lead and AGENT.

SETION 4 - BILLING

L4A may require a deposit or grant a credit line to AGENT for the purchase of leads. When account balance goes to ZERO \$0, credit card or billing method will automatically be replenishing at set credit line or deposit amount. Generally \$250, \$500, or \$1000 depending on agents purchase commitment. AGENT AGREES TO ACT IN GOOD FAITH AND ATTEMPT TO RESOLVE ANY BILLING ISSUES WITH L4A BEFORE DISPUTING ON CREDIT CARD OR INVOLVING OTHER THIRD PARTIES. AGENT AGREES TO ALL L4A TO WORK WITH AGENT ON BILLING RESOLUTIONS WHEN NECESSARY AS THIS IS IN THE BEST INTEREST OF ALL PARTIES INVOLVED.

ALL ACCOUNTS WILL AUTO REPLENISH UNLESS ALTERNATE AGREEMENT HAS BEEN REACHED WITH L4A, OUR STANDARD POLICY IS TO AUTO REPLENISH.

If credit card or billing method fails, lead flow may be stopped until all monies owed are paid. L4A reserves the right to reject any billing method on a case by case basis, and reserves the right to set or change billing procedures on a case by case basis without notice.

SECTION 5 - CANCELLATION

AGENT may cancel at anytime by phone or email. ALL charges as of date of cancellation will be charged to AGENT billing method on file. No leads will be eligible for CREDIT and account will be shut off as of day of cancellation. AGENT is responsible for all charges as of date of cancellation , with no exception. Any amounts unpaid may result in collections, third part or otherwise, or other legal action - we will pursue all unpaid monies to the fullest extent of our capabilities.

All account data, previous lead purchases will be lost as of date of cancellation. If AGENT leaves on good terms and would like to resume service at a later date - all previous account information will not be accessible.

SECTION 6 - LEAD DELIVERY

L4A will deliver leads to AGENT via email. Lead data is also available online , and since the nature of email can be unreliable at times (out of our hands) it is AGENT responsibility to view leads online. We are not responsible for leads not delivered via email or other email related issues. We will make every attempt to deliver a lead as soon as possible after such lead is generated, but there may be a delay of minutes, hours, or days (rare), due to system or technical related issues.

SECTION 7 - QUALITY

L4A makes no warranty or claim to results of using provided leads. AGENT results will vary and we are not responsible for AGENT sales ability. L4A will sell leads multiple times, to multiple agents - lead distribution will vary by area, and market demand. L4A does not guarantee lead volume , but will make every attempt to deliver leads per AGENT buyers request. Due to the Internet traffic, some accounts will not receive the amount of leads they have requested and L4A makes no lead volume guarantees at any time

SECTION 8 - LEAD CREDIT

Some leads may be turned in ONLINE for CREDIT, not refund. There is no refund of unused monies or account balance. The general guidelines for LEAD CREDIT are as follows:

FAIR LEAD CREDIT POLICY:

-Lead credit must be requested within 10 calendar days -Lead credit must be requested online, email or phone calls on bad leads can not be processed

-Leads accepted will be credited and replaced , not refunded

ACCEPTABLE REASONS FOR LEAD CREDIT:

-Bad phone number -Fake lead -Diabetic -Currently Pregnant -Pending Medical Procedure -Bi Polar -Current Cancer or Recent Major Cancer -Heart Problems -Over Age 65 -Outside Of The Parameters Of Your Order (i.e. wrong area)

UNACCEPTABLE REASONS FOR LEAD CREDIT:

-Bad Email -Claims did not request anything -Not interested -Already bought -Minor medical condition -Height & Weight (A lot of our agents also sell short term, which generally does not ask height and weight) -Any other medical condition not specifically listed -Any lead request excessive of 20% of your committed maximum monthly purchase subject to likely decline

L4A reserves the right to DENY any lead credit request and to change or modify the terms of this section at any time without notice.

SECTION 9 - ETHICS

AGENT agrees to contact leads and treat leads with respect at all times, maintaining leads privacy at all times. AGENT agrees to maintain high ethics of the lead system and service provided. L4A reserves the right to terminate service of any agent at any time for any ethics related violation including but not limited to the mishandling of lead provided, or misrepresentation of product AGENT provides. It is very important for the integrity of our service that all AGENT buyers observe the highest ethics.

SECTION 10 - TERMINATION OF SERVICE / TERMS OF SERVICE

L4A terms of service subject to change anytime without notice. Terms of service may be posted online at <u>www.leads4agents.com</u> - and may change at any time without notice. L4A reserves the right to cancel a AGENT account at anytime without notice. Pricing subject to change at any time without notice. L4A reserves the right to refuse any business at any time.

LEADS4AGENTS.COM LLC, 1830 Snake River Rd., Ste D, Katy, TX 77449 is a Texas Limited Liability Company and if any portion of these terms and conditions is deemed invalid by the governing laws of Texas or elsewhere this shall not void this agreement in it's entirety. AGENT agrees to have read and agree to all terms and conditions prior to starting service with L4A.

CHANGES / ADDITION TO TERMS OF SERVICE EFFECTIVE 5/19/08:

Important Changes To Our Terms of Service:

<u>Account Pausing</u> - The Internet is open 24/7 and so is Leads4Agents.Com. We generate very expensive search and organic leads, and need to distribute them so we do not lose money. We will no longer allow account pausing "at will" during the day, nights, or weekends. We will however all 20 "pause day" per year by emailing <u>support@leads4agents.com</u>. We believe this policy will allow us to maintain profitability and is in line with the industry. We will look at special requests based on lead volume and on a case by case basis. Effective Monday May 19 all accounts that are paused will be resumed, and future pausing will not be permitted per our new terms.

<u>Minimum Leads Per Day</u> - All accounts will be set to a minimum leads per day of 10. You may not receive 10 leads a day, this varies by search traffic.

<u>Account Recharge Levels -</u> When account balance reaches \$0, your account will recharge at a level equal to your initial deposit.

<u>Lead Credits -</u> All lead returns are subject to manual review. We reserve the right to review and approve or disapprove any lead return at any time.