



MOST IMPORTANT TERMS & CONDITIONS

Welcome to the Agent Data List (hereinafter "we") web site, and Thank You for considering our products. we will provide their goods and services to You subject to the following terms and conditions. Please read this information carefully before placing any orders. By placing an order with us, You agree to be bound by the following Terms of Sales and Service (Agreement):

1. PRODUCT DESCRIPTIONS:

A. Data Products:

- I. All data delivered through the network contains complete subscriber information including, but not limited to, subscriber's name, company name, email address, postal address, phone number, fax number, opt-in date and registration plus free selects.
- II. In the unlikely event that a complaint or complaints are sent to the ISP of an advertiser, we will provide, upon request, the complete details to the ISP verifying that the complaint was from a legitimate subscriber or from public information.
- III. Further, if we has purchased data from a Web Property Owner ("Publisher"), or broker, enters into a signed Agreement whereby the Publisher or broker represents that the data was collected in such a manner as to be in full compliance with "Campaign Specifics" and with all applicable state and federal laws including the CAN-SPAM Act of 2003, and with all applicable privacy policies. Such compliance includes, but is not limited to: (1) not having collected this data by e-mail address Harvesting or Dictionary Attacks; and (2) not including the e-mail addresses of recipients who have opted-out of receiving e-mail messages in this data.
- IV. We has procedures in place and uses its best efforts to remove any hard bounces from our data. we routinely tests the data to ensure deliverability of approximately 75%. However, results may vary regarding bounces and deliverability based on Your own and outsource broadcast methods. we accepts no responsibility for the deliverability of Your own and outsource methods data once it is purchased.

B. Email Campaign and Delivery Services:

- I. we will provide clients professional solutions for all of their email marketing needs.
- II. we will provide clients with statistics and clicker "prospect" after the campaign has been completed.

- III. will provide tracking reports with full statistics for each email marketing campaign including emailsdelivered, opened, and clicked.
- IV. Client provides mailer and landing web site.
- V. "Unsubscribes" will be processed by .

2. **FEES FOR SERVICES:**For each of the Products described above, the fee will be provided by and paid by client at the time the service is ordered.

3. **REFUND POLICY AND REPLACEMENT:**Due to the nature of our product, You agree and acknowledge that maintains a no refund policy on all products and services offered. If You are dissatisfied with any product or service offered by Your exclusive remedy is to discontinue use of the service without refund of any kind whatsoever. All sales are final. By placing an order, you agree to personally guarantee the service and will be responsible personally for any NSF, charge backs or any other debt occurred. AgentDataLeads.com has a no-return cancellation policy. Once you submit your order, all sales are final. We always work with our customers to ensure their campaigns are successful. AgentDataLeads.com does not guarantee any type of closing ratios. While our service works for most industries, we will not be held responsible if your campaign does not perform.

4. **WARRANTIES:** IS NOT RESPONSIBLE FOR DAMAGES INCURRED BY THE INCLUSION OF SPAM TRAPS IN ANY DATABASE SOLD, DELIVERED TO, OR LEASED UNDER THIS AGREEMENT. SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF ANY SERVICE OFFERED BY IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. DOES NOT MAKE ANY WARRANTY THAT ITS SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE OFFERED BY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY SERVICE OFFERED BY OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH ANY SERVICE OFFERED BY . YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY SERVICE OFFERED BY IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. DOES NOT MAKE ANY WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM ANY SERVICE OFFERED BY OR ANY TRANSACTIONS ENTERED INTO BY USE OF OR THROUGH ANY SERVICE OFFERED BY . NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH ANY SERVICE OFFERED BY SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

5. **LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE ANY SERVICE OFFERED BY , OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO BY MEANS OF OR THROUGH ANY SERVICE OFFERED BY , OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING

BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT IS NOT LIABLE FOR ANY FAILURE TO DELIVER, HOLD, OR STORE EMAIL TRANSMITTED THROUGH THE SERVICE. YOU AGREE THAT DOES NOT ENDORSE THE SUBJECT MATTER OF ANY OF ITS LISTS OR ANY OF THE CONTENTS OF COMMUNICATIONS TRANSMITTED THROUGH ITS SERVICE. YOU ALSO AGREE THAT SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU, OR TO ANYONE, FOR THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OR ARISING FROM USE OF ANY SERVICE OFFERED BY . IF YOU ARE DISSATISFIED WITH ANY SERVICE OFFERED BY YOUR EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE WITHOUT REFUND OF ANY KIND WHATSOEVER. YOU AGREE, AND ACKNOWLEDGE AWARENESS THAT MAINTAINS A NO REFUND POLICY ON ALL PRODUCTS AND SERVICES OFFERED AT ALL TIMES.

6. INDEMNIFICATION: You agree to indemnify, defend, and hold harmless , its parents, subsidiaries, affiliates, officers, directors, employees, agents, and suppliers, and their respective affiliates, officers, directors, employees, and agents, from any claim, action, demand, or damage, including reasonable attorney's fees, made by any third party or governmental agency arising out of or related to Your use of any service offered by or Your violation of this Agreement, including without limitation, claims or suits for libel, violation of rights of privacy or publicity, interference with property rights, trespass, violations of Federal or State Law including but not limited to Can-Spam violations, copyright infringement, trademark infringement, patent infringement or plagiarism. may, at its sole discretion, assume the exclusive defense and control of any matter subject to indemnification by You. The assumption of such defense or control by , however, shall not excuse any of Your indemnity obligations. You agree to indemnify and hold harmless Company and Company's affiliated entities, officers, directors, employees, and agents, and shall defend, at Your expense, and pay the cost of any damages, settlement or award (including reasonable attorneys' fees and all related costs) arising out of, or in connection with, any actual or threatened claim, suit, action or proceeding by any person or authority arising out of Your violation of any representation, warranty or covenant contained herein, or any use by You, any account of Yours, or anyone else using your login information, to access the site or utilize the Services. If You fail to promptly investigate and defend or settle any claim of which You are notified, then Company has the right to take sole control over defense of the claim and all negotiations for its settlement or compromise, and You shall pay, as they become due, all of the reasonable costs and expenses (including reasonable attorneys' fees and related costs) reasonably incurred by Company in defending or negotiating settlement of the claim, and You shall satisfy any related settlement, award, or judgment.

7. FORCE MAJEURE: Neither party shall be liable for delays or nonperformance of this Agreement caused by strike, fire or accidents, nor shall either party be liable for delay or nonperformance caused by lack of availability of materials, fuel or utilities or for any other cause beyond its control.

8. ASSIGNMENT: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

9. RELATIONSHIP OF THE PARTIES: The parties are independent contracting entities, and there is no partnership or agency relationship between them. Further, You may not use the name in Your advertising or marketing as the source of Your data without express written permission from.

10. INTENDED FOR USERS OVER 18: Web site is intended for use by individuals 18 years of age or older only.

11. ENTIRE AGREEMENT: Except as modified or supplemented by a writing executed by both parties, the Terms and Conditions described herein are the only representations, warranties, and understandings between the parties with respect to the products and/or services described herein.

12. **DISPUTES:**In the event of a dispute, You agree to attempt to resolve the dispute by contacting support@agentdataleads.com prior to taking any other action. Failure to contact to attempt a dispute resolution prior to taking any other action will result in a breach of this Agreement by You. You hereby waive any right to a trial by jury in the event of any controversy or claim relating to this Agreement. This Agreement and Your use of the web site are governed by the laws of the State of Florida, and the courts of general jurisdiction located within Broward County, Florida, will have exclusive jurisdiction over any and all disputes arising out of, relating to, or concerning Agreement and In addition to the foregoing, in the event of any breach or violation of this Agreement, shall be entitled to enforce all of its legal remedies for the breach or wrongful activity including, but not limited to, seeking actual damages, the maximum amount of statutory damages under applicable statutes and Acts, profits, treble damages, and attorneys' fees and costs. These remedies and damages are in addition to the monetary payments described above and/or any amounts otherwise due under Agreement.

13. **SEVERABILITY:**If any provision, or portion thereof, of Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the parties agree that such invalidity shall not affect the validity of the remaining portions of Agreement and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provisions.

14. **HEADINGS:**The headings of this Agreement are for convenience only and shall not be used to construe the meaning of this Agreement.

15. **DATABASE PURCHASES AND LEGAL COMPLIANCE:**You agree that any use of this data will be in compliance with all applicable state and federal laws, including, but not limited to, the CAN-SPAM Act of 2003, The Gramm-Leach Bliley Act, FTC Telephone Sales Rules, and Your own privacy policies. If using this data to send e-mail messages, such compliance includes, but is not limited to: (1) not using forged, false or misleading header information; (2) not using false or misleading subject lines; (3) including the sender's physical address (not a P.O. box); (4) clearly identifying the e-mail message as an advertisement; (5) providing an opt-out notice with a functioning opt-out mechanism via e-mail or the Internet which is operational for at least 30 days after sending the message; (6) honoring opt-out notices within 10 business days of receipt of each opt-out request; and (7) for e-mail messages with sexually explicit material, including a warning in the subject line and requiring an additional step to view the material after opening the message. If the use of this data includes making telephone sales calls, such compliance includes, but is not limited to, scrubbing the list against government Do Not Call lists. If reselling, sharing, renting or transferring this data, such compliance includes, but is not limited to, not reselling, sharing, renting or transferring the e-mail addresses of recipients who have opt-ed out of receiving e-mail messages. You agree not to sell, share, rent or transfer this data to or with any person or entity which does not agree to use this data in compliance with all applicable state and federal laws including, but not limited to, the CAN-SPAM Act of 2003, The Gramm-Leach Bliley Act, FTC Telephone Sales Rules, and Your own privacy policies. You agree to indemnify Route 72, its clients, owners, officers, partners, members, managers, employees, agents, subsidiaries, and their respective successors and assigns, against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising from or related to Your breach or alleged breach, or the breach or alleged breach of any person or entity to whom You may have sold the data, of the promises and obligations herein. (8) Awareness of Certain Laws.Prior to using this site or the services accessible through this site (collectively, "Services"), "You" (i.e., each end user, sales agent, reseller, or other party accessing the site) shall have made yourself aware of the legalities of all intended uses of the Services. Without in any way limiting the general nature of the Representations and Warranties set forth below or the covenant in the preceding sentence, You agree that You are aware of the laws and regulations contained on the following websites, as well as any similar state laws applicable to Your use of the Services:

- <http://www.donotcall.gov>(Do Not Call Registry)
- <http://www.ftc.gov>(Federal Trade Commission and the Telemarketing Sales Rule)
- <http://www.fcc.gov>(Federal Communications Commission and the Telephone Consumer Protection Act)

Representations and Warranties. You represent and warrants that (i) You have all rights, power and authority to be bound hereby and to perform the obligations required hereunder; (ii) nothing contained herein places You in breach with any other contract or obligation; and (iii) You are, and at all times shall remain, in full compliance with all applicable laws and regulations; including, without limitation, those concerning privacy, telemarketing and internet marketing, and otherwise relating to your use of the Services (including, without limitation, the Telemarketing Sales Rule ("TSR"), the Telephone Consumer Protection Act ("TCPA").

16. **PROTECTION OF DATA:** You agree to follow all applicable state and federal laws concerning the protection and use of personal record data including but not limited to The Gramm-Leach Bliley Act and the FTC Telephone Sales Rules and Your own data protection policies.

17. **GOVERNING LAW AND VENUE:** These terms of use shall be construed and governed by the laws of the State of California without effect to its conflict of laws provisions. If a dispute arises out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such action. The parties agree on behalf of themselves and any persons claiming by or through them that the sole location and venue for any litigation or other action that may arise hereunder shall be in an appropriate federal or state court in Ft. Lauderdale, Fl.