

LeadLocate.com - New Account Setup

There's never been a better time to join LeadLocate. We pride ourselves on providing the most cutting-edge prospecting tools to help our clients grow their sales. If you have questions before you sign up, please call us at 844-788-7757.

Business Name *

Account Start Date

Address *

What type of account are you opening? *

Street Address

INDIVIDUAL

Street Address Line 2

BUSINESS

City

State / Province

AUTONOMOUS

CUSTOM

Postal / Zip Code

Full Name *

Website or inventory page (optional)

Mobile Phone # *

Email *

Add Additional Users (Optional)

Lead Feed Settings (Optional)

Your acceptance and payment constitutes as a digital/electronic signature applied to this document, if you proceed with this and any future transactions it will be taken as a willful signing act and the resulting digital signature will have the same legal validity as an ink signature on a paper document.

LeadLocate Subscription & Payment Agreement

This agreement (“Agreement”) is entered into, to be effective as of this invoice by and between your business (“Subscriber”) and LeadLocate (“Provider or LeadLocate”).

RECITALS

Provider provides and sells subscriptions for subscribers to access and use the Software via Leadlocate.com or any website notified to the subscribers from time to time (the “Services”). Subscriber desires to use the Services for Subscriber’s internal business purposes, and Provider is willing to provide access to the Services for Client’s internal business use pursuant to the terms and conditions set forth herein.

Subscriber acknowledges that they will follow all Federal and State laws when using the software from Provider and consult with their attorney before using the software. Provider and Subscriber acknowledge and agree that this Agreement shall be effective and in force immediately upon the aforementioned.

Now, therefore in consideration of the mutual promises and covenants herein contained, the parties agree to the Articles as follows:

SERVICES

LeadLocate is a web service and there are no long-term contracts, but since it is a website, Provider will not do refunds on the time Subscriber has access to the account. It is like any software service you buy or website hosting you buy – you pay for the time the account is open and then can cancel when you no longer want it.

Under the terms of this Agreement the Provider provides software and sells subscriptions for Subscriber right to access and use the LeadLocate Platform via leadloacte.com or any other website specified by the Provider. Subject to the timely payment of applicable fees specified under this Agreement, the Provider hereby grants to Subscriber, a non-exclusive, non-transferable rights to the use of software for the duration of this Agreement.

SERVICES FEE

Any Setup Fees and Subscription Fees for the first Subscription Period of the term of this Agreement shall be paid on the Effective Date. The Subscription Fee for all subsequent Subscription Periods of the term of this Agreement shall be paid to Provider on the first day of each subsequent Subscription Period. Subscriber shall provide a valid credit card, ACH payment system information, bank account information authorized for automatic bill paying, or other acceptable method of payment to Provider and shall take all necessary steps to authorize automatic payment of the Subscription Fee. By agreeing to this Agreement, Client hereby authorizes Provider to automatically charge said method of payment for all Subscription Periods during the term of this Agreement.

BDC LIVE AGENT ASSISTANCE SERVICE

If the Subscriber purchased a BDC live agent assistance plan our agents will assist with the account management for a set amount of time Subscriber prepaid for. In the

event that the Subscriber wants to stop BDC live agent assistance they can do so by going to Login > Manage Account > Account Settings > Unchecking "BDC Service" box in the LeadLocate portal. No refunds are ever issues for any BDC service that was stopped by the Subscriber. (Ex: If a subscriber's plan includes 4 hours of assistance Monday through Friday and Subscriber stops BDC Service on Thursday they will still use up prepaid days of BDC Service) BDC Service cannot roll over into next term. The BDC Service box is checked by default, if Subscriber does not want to receive any BDC live agent assistance they can uncheck that box at any time. Provider might allocate complimentary overflow BDC live agent assistance to accounts with enabled BDC Service even if the Subscriber bid not pay for a BDC agent plan. This complimentary service is rendered on "as available" basis and is not guaranteed.

CREDIT CARD CHARGES AND CREDIT CARD FRAUD PENALTIES

Subscriber warrants that he or she is over 18 years of age, not subject to the Child Online Privacy Act, of legal age to enter into contractual agreements in the state in which he is present when he makes this purchase, and is the true and authorized owner of the credit card used to make this purchase. Any Subscriber who violates any of these requirements may be liable for civil or criminal prosecution and agrees to pay liquidated damages of an amount the equivalent of US \$10,000.00 per fraudulent transaction, plus actual damages, and agrees that all information collected by Provider may be used for prosecution and may be turned over to law enforcement agencies or to credit card companies and merchant service providers.

If the true and/or authorized owner of the credit card attempts to commit fraud upon the Provider, he or she authorizes each and every credit card company or merchant service provider to disclose to the Provider all information that could be construed as proof of credit card fraud.

Any Subscriber who attempts to perpetrate a fraud upon Provider involving the use of a credit card herewith gives authorization for the Provider to access all credit information about the Subscriber from credit reporting agencies and also authorizes the Provider to discover all relevant information from any source about the fraudulent practices of the Subscriber and to reveal such information to credit reporting agencies, credit card companies, merchant service providers, collection agencies, and law enforcement agencies.

Subscriber agrees that if he or she uses trickery to receive a refund, or if he causes a fraudulent dispute claim that results in a chargeback against the Provider's account, that the Provider is authorized to re-charge the Subscriber's credit card that was used for the original purchase to the extent that will make the Provider whole. Subscriber agrees to, in addition to actual damages, pay to the Provider liquidated damages of an amount equivalent to US \$10,000.00 for every separate fraudulent action Subscriber commits. Subscriber grants Provider authority to collect any past due amount or outstanding fees by all legal means necessary.

TERMINATION AND CANCELLATIONS

No cooling-off period. Once an invoice is paid, no refunds are EVER issued under

ANY circumstances. The term of this Agreement shall commence on the aforementioned date, unless terminated by either party as provided for herein. Subscriber can cancel the service at any time by giving the Provider written notice at least 7 days before next billing cycle. Notwithstanding the foregoing, upon giving notice of termination of this Agreement, Subscriber shall not make and Provider shall not accept any further initiations. You can cancel service by contacting LeadLocate via LeadLocate portal (Login > Manage Account > Account Settings > Close Account), email (support@leadlocate.com), phone (844-788-7757), or fax (866-429-5707) no later than 7 days before the next billing cycle. No refunds are ever issued for paid services as subscriber still occupies resources even if they are not actively using services.

Provider may discontinue provision of service at any time for any reason. In the event of such termination, Provider may choose to continue to perform the services referred to in this Agreement for any services being handled by Provider at the time this Agreement is terminated. With respect to such services, the provisions of this Agreement shall continue to govern the rights and obligations of the parties including, but not limited to, the Subscriber's obligation to make the payments called for in this Agreement.

INTELLECTUAL PROPERTY RIGHTS

Subscriber acknowledges and agrees that none of the content generated or supplied by Provider or software should be considered custom or exclusive. Subscriber does not own any rights to the software or content created by it. Ownership of all applicable copyrights, trade secrets, patents and other intellectual property rights in the Software are and shall remain vested in Provider. All other aspects of the Products, including without limitation, programs, methods of processing, design, email addresses, phone numbers, web applications, mobile applications and structure of individual programs and their interaction and programming techniques employed therein shall remain the sole and exclusive property of Provider and shall not be sold, revealed, transferred, disclosed or otherwise communicated, directly or indirectly, by Subscriber to any person, company or institution whatsoever other than as expressly set forth herein. Any profits, business opportunities, or any other success generated from using Provider's software or service is 100% Subscribers to keep and no royalties or commissions need to be paid to the Provider. Any 3rd party content (images, links, sites, text, and so on) is property of their respective companies and owners.

WARRANTIES

The warranties set forth in this agreement are exclusive and are in lieu of all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except when otherwise stated in writing the Software and Products under the terms of this agreement are provided to Subscriber "AS IS," that is, without warranty of any kind, either expressed or implied. The entire risk as to the quality and performance of the software and/or services provided under this agreement rests solely with the Subscriber. Should the software or product prove defective, Subscriber solely assumes the cost of all necessary

servicing, repair or correction, including without limitation any “debugging” except as otherwise stated below, neither party makes any warranties of any kind or nature, whether express or implied, including, but not limited to, warranties related to information or business advice provided, warranties related to outcomes based on information or advice provided, warranties of merchantability or mercantile quality, warranties of fitness for a particular purpose or use, warranties or conditions arising by statute or otherwise in law.

LIMITATION OF LIABILITY

Subscriber agrees that Provider will not be held liable for damages from any cause of action whatsoever, regardless of the form of action. In no event shall Provider be liable for lost profits or any indirect, incidental, consequential or special damages of any nature whatsoever, including, without limitation, damages arising from loss of use of Software or products, costs of procurement of substitute products or services, lost data, lost profits or revenue, or for any claim or demand by Subscriber or any third person, arising out of or related to the use and performance of the Software or breach thereof, even if advised of this possibility.

Subscriber expressly waives any and all claims for consequential, speculative, and unforeseeable damages resulting from the purchase or use of this product or from subsequent contact with Provider or Third Parties. Subscriber expressly agrees that no matter what may happen because of his or her purchase of this product, or no matter what damage may be allegedly or actually caused by the use of this product, or no matter the harm or damage that may result directly or indirectly from the purchase of this product, for any reason whatsoever, that the absolute maximum extent of Provider’s liability shall be an amount no greater than the purchase price of the product.

RECORD KEEPING

You are required to keep all records of your communications and client permissions to contact. We are not obligated to retain or store any record from your account. Our systems purge data on set schedules so it is recommended for you to keep any required records after you make each contact.

ASSUMPTION OF RISK

Subscriber agrees to accept all risk associated with the use of this product/service, including but not limited to, ingestion of or application to Subscriber’s person, the use of the product personally or in business, all taxes and regulations applicable to this product, all legal compliance issues related to this product. Subscriber warrants an understanding that the Provider is disclaiming all liability from harm of any kind or nature caused directly or indirect from this product. Subscriber understands that leads might contain links or URLs that link to other sites; Subscriber is required to comply with terms and conditions of the linking site when using that site in addition to terms herein. Subscriber agrees to accept all risk associated with browsing third party sites that are linked or generated by Provider’s LeadLocate application.

PRIVACY POLICY ACCEPTED

Subscriber expressly accepts the terms of the Privacy Policy of LeadLocate website.

<https://leadlocate.com/sales-leads/privacy-policy>

We may contact you using SMS or automated calls to provide you with account updates. Terms and Privacy can be found on our website. You may receive up to 12 msgs/month. Message and data rates may apply. Reply Stop to stop or Help for help and terms. Messages and/or calls may be sent using auto dialer.

FORCE MAJEURE

Provider shall not be responsible for delays or failures (including any delay by Subscriber to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes and severe weather no payment will be refunded but will act as a credit for future reschedule.

DROP OF SERVICE

LeadLocate relies of 3rd party websites to provide Subscribers with its services. Provider follows terms of services of all other websites. If 3rd party websites terms of service changes to a form where it is impossible to use that 3rd party as a lead source LeadLocate will discontinue its service. In this event LeadLocate will issue Subscriber a prorated refund by day. LeadLocate reserves a right to drop or cancel Subscriber account or access to our software at any time for any reason without any notice. If we suspect that you are using our services for SPAM or any other unethical or illegal activity we will report you to appropriate authorities and restrict Subscriber access.

LEGAL USE ONLY

Subscriber business is 100 percent liable for ALL telephone calls, emails, SMS/Text messages originating from your account. If you require a compliance solution or list scrubbing, try one of our business partners that provide both National FTC and International DNC compliance services. For legal consulting, please contact your attorney.

<http://www.dnc.com/> <http://www1.dncsolution.com/>

<http://www.donotcallcompliance.com/>

U.S. & National Compliancy Reference

Telecom regulation is always changing. Make sure your company or nonprofit stays up to date with changes in telemarketing & outbound regulations by using a reputable attorney or compliancy solution. For more information please call 844-788-7757 or email support@leadlocate.com .

FTC Website: <http://www.ftc.gov> FCC Website: <http://www.fcc.gov> DNC Registry: <https://www.donotcall.gov> DNC Rules: <https://telemarketing.donotcall.gov>

BEFORE YOU USE LEADLOCATE

Some LeadLocate users are not required to access the National Do Not Call Registry, and thus may access LeadLocate as an Exempt Organization, if one or

more of the following is true:

Your organization is not subject to either the FTC's or the FCC's jurisdiction. For example, a non-profit charitable organization may be an Exempt Organization, assuming, of course, that it is truly a non-profit. Entities that have been granted tax exempt status under the Internal Revenue Code are not necessarily Exempt Organizations for purposes of the National Do Not Call Registry. See, e.g., *FTC v. National Consumer Council, Inc.*, and *FTC v. Debt Management Foundation Services, Inc.* There, the FTC successfully challenged the status of a purported nonprofit organization whose role in fact was simply to generate leads for other firms which then charged consumers thousands of dollars in fees for their services.

Example SMS written permission statement that you can add to your forms or site: (see your attorney for complete local and federal laws) "We may contact you using SMS or automated calls. Terms and Privacy can be found on our website. You may receive up to 12 msgs/month. Message and data rates may apply. Reply Drop to stop or More for help and terms. Messages and/or calls may be sent using autodialer."

Your organization does not engage in any "telemarketing" or "telephone solicitation" activities, as defined by the FTC and FCC, respectively. For example, survey calls and political polling calls are not covered by the definition of "telemarketing" or "telephone solicitations." An organization that places ONLY these types of calls may be an Exempt Organization.

Your organization qualifies for one or more of the specific exemptions contained in the FTC's and FCC's rules, such as:

You only call to solicit charitable contributions; or

You only call consumers with whom you have an established business relationship; or

You only call consumers from whom you have received written permission to call; or

You only make business-to-business calls.

If you are a for-profit telemarketer, you are NOT an Exempt Organization.

Whether your organization is exempt is a decision that requires an understanding of the FTC's and FCC's requirements, as well as your specific business practices.

Therefore, whether you should subscribe as an Exempt Organization is a decision you must make. In making this decision, you may wish to consult with an attorney.

You may wish to consider the following materials when deciding whether to subscribe to the National Do Not Call Registry as an Exempt Organization:

The FTC Act at 15 U.S.C. §§ 41-58 and related case law. The Communications Act at 47 U.S.C. §§ 151-757 and related case law. The Telephone Consumer Protection Act (TCPA) at 47 USC §227 and related case law. The Telemarketing and Consumer Fraud Abuse Prevention Act at 15 U.S.C. §§ 6101-6108. The Do Not Call Implementation Act at P.L.108-10, 117 Stat. 557, and related case law. The Telemarketing Sales Rule at 16 C.F.R. § 310 and related Agency statements and case law. The FCC's rules implementing the TCPA at 47 C.F.R. § 64.1200 and related Agency statements.

Legal Firms & Telecom Counsel

These legal firms specialize in National (and in some cases International) telecom regulation & compliancy.

<http://www.copilevitz-canter.com/> <https://www.manatt.com/home.aspx>

<http://www.lockelord.com/> <http://www.olshanlaw.com/practices-Advertising-Marketing-Law.html>

RESPONSIBLE USE

Subscriber agrees to familiarize themselves with any additional International, Federal, State, or local laws governing your dialing. Subscriber agrees to place *ANY* individual requesting DNC status, on Subscriber's accounts DNC list, immediately. Subscriber agrees to provide legal contact information in any outbound campaign within the initial greeting message. Subscriber agrees to provide own sound files for all outbound campaigns. Subscriber agrees to provides all data and with this ability agrees to responsibly dial each campaign with courtesy to the recipients for which it is meant. Subscriber agrees to schedule campaigns responsibly. Subscriber agrees not to send any calls to life-line services, such as hospitals, fire, police, 911, or utility related telephone numbers. Subscriber agrees to not send any sales outbound broadcasts to recipients that have not consented to receiving such a broadcast. Subscriber agrees to use DNC / opt-out features made available to you via LeadLocate (Blacklist). Subscriber agrees to consult with an attorney before dialing any data for which customer is unfamiliar, or if legalities of dialing remain unclear to Subscriber.

ACQUIRING OR SENDING TO THIRD-PARTY MAILING LISTS IS PROHIBITED

Sending campaigns to contact lists that have been acquired (bought, exchanged or loaned) from a third party company will negatively impact deliverability and is strictly prohibited. As a result, email addresses must always be collected in a way where the recipient has explicitly opted in to receive communication. Use of lists that are bought, rented or scraped from third-parties is prohibited by law in most countries, and is absolutely prohibited on Provider's servers.

EMAILS (UNLESS TRANSACTIONAL) CAN ONLY BE SENT WHERE PERMISSION HAS BEEN EXPRESSLY OBTAINED IN NATURE, IT CAN ONLY BE SENT TO RECIPIENTS WHO HAVE EXPLICITLY GRANTED PERMISSION TO RECEIVE THEM

All your contacts should have granted explicit and provable consent to receive communication. This consent should be granted through a confirmed ("double") opt-in system that clearly expresses the topic of the subscription on an online or offline form via a checkbox. This checkbox must not be checked by default. In other words all check boxes have to be blank by default, leaving users the opportunity to willingly opt-in to receive communication.

AN UNSUBSCRIBE LINK MUST BE INCLUDED IN EVERY MARKETING CAMPAIGN

All marketing campaigns must include a clear and concise link for recipients to easily opt-out of receiving future communication. The link must be easy for anyone to

recognize, read, and understand. On your end, this unsubscription must be granted immediately, with no further emails being sent to this recipient from that moment forward. In accordance with the LeadLocate Sending Policy, transactional and confirmation emails such as purchase orders, payment invoices, password resets, account creations, etc. by nature do not require an unsubscribe link.

THE SENDER NAME AND STATUS MUST BE CLEARLY COMMUNICATED IN EVERY MESSAGE

“From”, “To” and “Reply-To” fields must accurately and clearly identify the sender’s domain name and email address. When sending from a different domain name on behalf of a partner or related third-party organization, the email body must clearly communicate that the message is sent via a third-party domain.

ONLY LEGAL AND LEGITIMATE INFORMATION CAN BE SENT WITH LEADLOCATE

LeadLocate does not support the sending of messages that contain, promote, reference, or link to unlawful, illegal, libelous, defamatory or violence against any individual or group and more generally affecting human rights. Moreover and unless the sender gives us sufficient and specific guarantees at LeadLocate’s sole discretion, LeadLocate does not work in principle with senders (i) who promote the following activities, whether permitted by law or not, including the following but not limited to: gambling, sexual, adult content, weapons and any explosives, tobacco or tobacco-related, drugs, political, hacking, penny stocks, forex trading and trading advice, payday loans, work-at-home offers promoting schemes such as “get rich quick”, “build your wealth” and “financial independence”, or (ii) who send emails in the name and on behalf of third-parties (including their own customers). In general, your emails must not contain any information or content otherwise sovereignly deemed unsuitable to LeadLocate or harmful to the reputation of LeadLocate, its affiliates, partners, customers and users.

CONSUMER INQUIRIES

Subscriber shall respond to all consumer inquiries about Subscriber use of LeadLocate. Subscriber shall not make marketing solicitations using LeadLocate to individuals who have requested not to receive such solicitations from Subscriber. The subscriber may communicate consumer inquiries that involve the accuracy of the LeadLocate Data to LeadLocate. LeadLocate shall cooperate with Subscriber to address any consumer issues that Subscriber has made reasonable efforts to resolve.

CONSUMER REPORTS

The subscriber shall not use the Data as the source for determination of consumer creditworthiness, consumer credit approval, or a consumer's eligibility for employment or insurance. The subscriber shall not use LeadLocate Data as the sole source in generating a consumer report as defined in 15 USC §1681a.

DATA PROTECTION

The subscriber shall maintain administrative, physical, and technical safeguards that are no less rigorous than accepted data industry practices to prevent the release of

any PII to unauthorized parties.

TAX

The subscriber is responsible for all sales, use, and other applicable taxes or duties related to the purchase of the Products or Subscription Services.

GOVERNMENTAL REGULATION

In the event that any law or governmental regulation restricts LeadLocate's ability to provide the Products or Services, either party may terminate this agreement or the affected subscription schedules on the date Government Regulation is enacted. Upon such termination, if required by law or governmental regulation, Subscriber shall destroy the affected LeadLocate Data.

CONFIDENTIAL INFORMATION

During the term of this agreement, the parties may share Confidential Information with each other. The Recipient shall use the Discloser's Confidential Information only for evaluating current or potential business opportunities between the parties. The Recipient shall disclose Confidential Information only to those individuals who need access to the Confidential Information for such purpose ("Representatives"). If anyone or more Representatives of the Recipient disclose or use Confidential Information other than as authorized in this agreement, the Recipient will be liable to the Discloser for that disclosure or use to the same extent that it would have been had the Recipient disclosed or used that Confidential Information.

SOURCE OF DATA

Subscriber shall treat as Confidential Information the fact that it receives Data from or utilizes LeadLocate, except in response to an inquiry from a consumer who is the subject of a particular record which includes LeadLocate Data.

ARBITRATION

As part of the consideration that the Provider requires, Subscriber agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues.

JURISDICTION AND VENUE

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Subscriber agrees to that the sole and proper jurisdiction to be the state and city declared in the contact information of the web owner unless otherwise here specified: Riverside, Riverside County, CA. In the event that litigation is in a federal court, the proper court shall be the closest federal court to the Provider's address.

PROVIDER CONTACT INFORMATION

RixiVert Technologies LLC

DBA LeadLocate.com

445 S Figueroa St Ste 3100, Los Angeles, CA 90071

44100 Monterey Ave Ste 216L, Palm Desert, CA 92260

Phone: 844-788-7757 Fax: 866-429-5707
Email: support@leadlocate.com

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth first above, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Accept Terms of Service *

I have read, understand, and agree to this User Agreement. I acknowledge that all services are sold as-is without any guarantees expressed or implied. I understand that there is no refund/cooling-off period.

Signature

Today's Date



Month Day Year

Please FAX or Email this Agreement to:

FAX: 1-866-429-5707

Email: sales@leadlocate.com