Generated on: October 27, 2022

Signed On: https://retirementprospects.com/



# READ BEFORE YOU SIGN (credit card holder must sign)

The purpose of this agreement is to be sure that you know and understand how the service operates and nothing is omitted but you MUST read and initial each paragraph. Our goal is FULL DISCLOSURE and understanding for your benefit. This document will not work with Internet Explorer.

## SeniorLeads Service Agreement & Guarantee

### Cost - Select <u>EITHER</u> Option A or B

#### **Option A:**

There is a one-time non-refundable registration fee of \$299 so that prospects who meet your criteria are assigned to you exclusively for the lead types you have selected. For each prospect match, the charge is \$32

#### OR

#### **Option B:**

There is a one-time non-refundable registration fee of \$299 so that prospects are assigned as in option A. I have requested the specific zip code option which allows me to exclude or include individual zip codes and understand for each prospect match the charge is \$35. To activate my account, I will submit my lists of selected zip codes at https://seniorleads.com/help (submit a ticket) after I complete this registration. I will be financially responsible for all leads in the zip codes I select.

Your se	lection 1	from al	bove:
---------	-----------	---------	-------

zip code option	▼	Initial here

#### **Our Guarantees:**

While we do not have details about net worth, investment motivation, or age of



Generated on: October 27, 2022

Signed On: https://retirementprospects.com/

each prospect, we advertise to secure mature prospects that most advisors would find to be desirable investors and insurance buyers. You acknowledge that some prospects will be more desirable than others and some will be more motivated than others. Seniorleads CANNOT guarantee that prospects provided will result in sales, new clients, or any other desired outcome.

Seniorleads GUARANTEES that every prospect will have a valid name, working phone number, and deliverable postal address or we will provide a replacement. To obtain a replacement prospect, which is also covered under the SAME guarantee, you must notify us within 30 days of receiving a prospect that does not meet the above guarantee. You must use the online credit request system to make your replacement requests. Any credit request containing false information or abuse of the credit request process results in immediate cancellation of your account without refund or credit.

You agree that all prospects for which you do not request replacement do in fact meet the guarantee and that all prospects meeting the guarantee are satisfactory. You further acknowledge that receipt of each prospect into your Seniorleads account constitutes "use" of said prospect. Cash refunds are not granted for any reason as we must pay for your ads in advance, and you must have an active account to receive credits. For undeliverable postal addresses, Client Services requires proof of returned mail via fax or scan.

To receive credit for prospects, you agree to attend the Seniorleads Initiation Webinar and watch the training videos within the next 7 days to learn how to contact your prospects most effectively. Initial here

#### **Account Management:**

This is a continuous, self-managing, real-time service. It is not designed to stop and start and Seniorleads is unable to stop your leads or change anything about your leads other than the 1st and 3rd Thursday of each month. You manage your account online, including your radius, zip codes, prospect types, and cancellation of service. Initial here

You are SOLELY responsible for controlling your prospect flow by managing these parameters as explained in your back office: central zip code, prospect types and radius. Seniorleads CANNOT CONTROL YOUR LEAD FLOW - YOU AGREE THAT YOU WILL BE RESPONSIBLE FOR THAT. initial here

YOUR INSTRUCTIONS TO US ARE VERY IMPORTANT, we will rely only on your written instructions AND WE DO NOT TAKE INSTRUCTIONS VERBALLY ON THE PHONE. We rely on items that you have initialed and signed. You agree to manage your account using the software controls in your back office or to create a support ticket at <a href="https://seniorleads.com/help">https://seniorleads.com/help</a> and that calls or emails to your sales consultant will not be used as instructions. <a href="mailto:lnitial here">lnitial here</a>

At least one generic and one elective prospect type is required to maintain your account. You acknowledge that email notifications and text messages are provided as a courtesy and that Seniorleads is not responsible for email or text notification not delivered for any reason. Therefore, you agree to regularly check your online



Generated on: October 27, 2022

Signed On: https://retirementprospects.com/

account, accessible 24 hours a day, for new postings. We encourage you to check your account daily at https://www.seniorleads.com/app/login.

You also agree that any authorized user of your Seniorleads account (e.g. your assistant, partner, etc) understands and has read the terms and conditions of this agreement in full, and will review the training videos and learn to effectively manage the account on your behalf. Initial here

**Pause and Cancellation Policy:** 

You must cancel your account by clicking the "cancel" link found under "My Account" in your Back Office. Because Seniorleads buys and prepays for your advertising two weeks in advance, you can cancel the 1st and 3rd Thursday of the month only. You agree to pay for leads until the upcoming 1st or 3rd Thursday when your cancellation will take effect. There are no refunds for any remaining prepaid leads. Inital here

You may pause your leads for up to 30 cumulative days every 12 months. The pause feature is available 30 days after your account has been activated. After you select a pause to your account, it will be effective on the upcoming Thursday at 9pm Pacific. Inital here

You pause by clicking the "pause" link found under "My Account" in the Back Office. You CANNOT cancel or pause your account by emailing or contacting us; you initiate both features from your Back Office. Initial here

**Billing Policy:** 

Upon registration and activation, you are charged \$299 plus a prepayment for your next 20 prospects. There is no long-term commitment as you may cancel your account the 1st and 3rd Thursday of any month. Initial here

We will replenish your account balance each time it reaches \$0 by automatically charging the credit card you have authorized us to charge. Initial here

The account replenishment amount will be for the next 10 prospects, using your stored credentials. This is a recurring transaction for every 10 leads until you cancel your account. Of course, you can cancel the 1st and 3rd Thursday of any month and there will be no charges thereafter and you can pause your account as explained above. Initial Here

#### Our Service:

If you are assigned any prospects at the time of registration, which will be identified to you during the registration process, these prospects have been waiting for information, not more than seven days. Thereafter, we post the prospects to your online account and email you a courtesy notification within five minutes of their request for information.

In the unlikely event we have more than 5 prospects matching your criteria in a single day, no more than 5 will be placed in your account unless you opt to receive more (does not apply to Option B, above). Any excess will be assigned the following



Document ID: 62cbf2ae921617644c35ecb9e1cd8de62b33c03e Generated on: October 27, 2022 Signed On: https://retirementprospects.com/

day(s).	Initial here
---------	--------------

If you receive <u>more than</u> 5 leads in 5 days and want fewer leads, you can immediately reduce your radius in your back office if your radius is already at 10 miles or less. It is your responsibility to make this change as only you control your lead flow. Initial here

Therefore, we advise you to start your account with a 10-mile radius so that you have maximum control over your lead flow. If you do not take this advice, you understand that you may get more leads than you desire and you accept that (capped at 5 new leads per day maximum). Initial here

The Seniorleads system is automated to the fullest extent possible to keep the lead price as low as possible. The entire system is documented in your back office to answer every question you may have.

#### IF YOU NEED ASSISTANCE AT ANY TIME

But if you need assistance, create a support ticket in your back office or https://seniorleads.com/help, and assistance will be provided by email. You agree that any other method to get support is not supported and you agree to use only the support ticket system at https://seniorleads.com/help. There is no phone support in order to keep the lead price as low as possible. initial here

Seniorleads reserves the right to administratively suspend or cancel service at any time for any reason and refund any prepaid leads. Initial here

#### **Technical Issues:**

If you select a zip code and ANY PART of that zip code is within your radius, you will receive prospects from that ENTIRE ZIP CODE, even if beyond your radius. Distance is measured as a straight line. Because zip code targeting on the internet is NOT EXACT, you may receive some leads up to 10 miles outside of your selected radius (does not apply to Option B, exact zip code option). All times in company communication and documentation are based on Pacific time. Initial here

#### **Compliance:**

Your participation in this service does not require compliance approval and refunds for compliance issues are not granted. If you plan to use the materials we supply to respond to these prospects, you should make sure that your compliance department has approved their use before you use them. We supply the source file of our booklets and you may make any changes that your compliance department requires.

However, you do not need to use our materials to fulfill these requests, and you should use your firm's materials if your compliance department typically declines use of outside materials. Initial here

#### **Policy / System Changes:**

Seniorleads reserves the right to make changes to policy, pricing, or system features at any time. Notice will be delivered via email to the address we have on



file no less than 15 days before the change occurs. Notice will also be posted in your back office account which you have agreed above to check regularly. Continued use of your account after 15 days written notice of any change constitutes its acceptance and will be considered binding under terms of this agreement. Initial here Check desired lead types here:
Select at least one of these:
☐ Retirees ☐ Pre-Retirees
Select one or more of these:
<ul> <li>□ Annuity Owners</li> <li>□ Annuity Prospects</li> <li>□ Social Security Maximization</li> <li>□ IRA / 401k Rollovers</li> <li>□ Life Insurance</li> <li>□ Long Term Care Insurance</li> <li>□ Investors</li> <li>□ Financial Analysis</li> <li>□ Interest Income Seekers</li> </ul>
Enter Your Central zip code:
Enter Prospecting Radius around central zip code (from 10 to 50 miles):
(If you selected Option B, the option to cherry-pick your zip codes, you will get an email asking for your zip code selections)
(1) Last four digits of credit card # used for this transaction xxxx Acceptance of Terms:  The terms in this agreement comprise the complete and final agreement between the parties and supersede any prior verbal representations made by company personnel or agents. My electronic signature below verifies that I have read, understand, and authorize charges to my credit or debit card and will abide by all terms and conditions of this agreement and that I am the authorized signer on the credit card.
(2) Credit Card Expiration Date
(3) Billing Address
Street address
City State Zip
(4) Type Full Name of credit card holder here
Start date:

**CREDIT CARDHOLDER MUST SIGN BELOW** 

Document ID: 62cbf2ae921617644c35ecb9e1cd8de62b33c03e

Generated on: October 27, 2022

Signed On: https://retirementprospects.com/

\*\*You (subscriber) acknowledge that Seniorleads does not provide legal advice and it is your responsibility to



Generated on: October 27, 2022

Signed On: https://retirementprospects.com/

comply with all federal and state regulations regarding the conduct of your business. You indemnify, defend and hold Seniorleads, its parent company and/or subsidiaries harmless, as well as its officers, agents, employees and owners from and against all claims, demands, actions, liabilities, losses and expenses, damages or costs, including reasonable attorneys fees, that may at any time be incurred by any of them by reason of any claims, suits, proceedings, losses or actions that arise from or result directly or indirectly from the services provided under this agreement. If any provision of this agreement is deemed unenforceable, all remaining provisions shall remain in full force and effect. Any action arising out of this agreement shall be interpreted under the laws of the State of California and shall be adjudicated in Contra Costa County, State of CA. Should any claim arising out of this contract result in an action for damages, the sole amount of damages available to the subscriber shall be no more than the amount subscriber ultimately paid for leads by means of this contract. Should Seniorleads need to resort to collection services to collect unpaid amounts, legally permitted collection fees and interest will be added to the unpaid amount. Should Seniorleads not be able to charge your card automatically when amounts are due, you agree to supply a new credit card number and pay an additional \$25 charge for manual processing. You also acknowledge that you will be responsible to pay for leads purchased on your behalf while suspended due to billing failure.





# Signature Certificate

Document name: agreement







Timestamp	Audit
October 27, 2022 4:25 pm PDT	agreement Uploaded by Jennifer Blair - help@seniorleads.com IP 73.252.165.197
October 27, 2022 4:28 pm PDT	Jennifer Blair - help@seniorleads.com added by Jennifer Blair - help@seniorleads.com as a CC'd Recipient Ip: 73.71.69.111
April 10, 2023 3:05 pm PDT	Jennifer Blair - help@seniorleads.com added by Jennifer Blair - help@seniorleads.com as a CC'd Recipient Ip: 73.71.69.111
September 1, 2023 7:26 pm PDT	Jennifer Blair - help@seniorleads.com added by Jennifer Blair - help@seniorleads.com as a CC'd Recipient Ip: 73.71.68.4
December 14, 2023 12:39 pm PDT	Jennifer Blair - help@seniorleads.com added by Jennifer Blair - help@seniorleads.com as a CC'd Recipient Ip: 24.7.51.6



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 7 of 7