

Agreement - tenleads



25A Crescent Drive #1508
Pleasant Hill CA 94523

READ BEFORE YOU SIGN (credit card holder must sign)

SeniorLeads Service Agreement & Guarantee

Cost

There is a one-time non-refundable registration fee of \$299 so that prospects which meet your criteria are assigned to you exclusively for the lead types you have selected. For each prospect match, the charge is \$35. You will receive 10 leads and must authorize the charge to your credit card for additional leads.

Initial here

Our Guarantees:

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

Account Management:

You manage your account online, including your radius, zip codes, prospect types, and cancellation of service. You are SOLELY responsible for controlling your prospect flow by managing these parameters as explained in your back office. Because Seniorleads buys advertising and pays two weeks in advance, you may change your radius, central zip code, zip codes, prospect types and may cancel your account on the 1st and 3rd Thursday of the month only. You agree to pay for any leads until your changes are effective.

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 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.

Automated account cancellation for inactivity

Seniorleads will deliver 10 leads as specified by your prospect selections. After the 10 leads are delivered, you have the option to order an additional 10 leads. If you do not order additional leads within 60 days after your previous 10 leads are delivered, your account will be canceled.

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Billing Policy:

Upon registration and activation, you are charged \$299 plus a prepayment for your next 10 prospects. Once we provide the initial 10 leads, there will be no additional charges and no additional leads supplied unless you notify client services to charge your credit card for another 10 leads.

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 prospect to your online account and email you a courtesy notification within five minutes of their request for information.

But if you need assistance, you can create a support ticket in your back office or <https://seniorleads.com/help>, and assistance will be provided by email (there is no phone support in order to keep the lead price as low as possible). You agree that



you will contact the company for support as specified in this paragraph.

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. 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).

Distance is measured as a straight line. 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:

- Annuity Owners
- Annuity Prospects
- Social Security Maximization
- IRA / 401k Rollovers
- Life Insurance
- Long Term Care Insurance
- Investors
- Financial Planning



Interest Income Seekers

Enter Your Central zip code:

Enter Prospecting Radius around central zip code (from 10 to 50 miles):

(1) Last four digits of credit card # used for this transaction **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 signature below verifies that I have read, understand, 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

(4)

Start date:

CREDIT CARD HOLDER MUST SIGN BELOW

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

X _____



Signature Certificate

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LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

May 2, 2020 12:20 pm PST

Audit

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

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