

READ BEFORE YOU SIGN

(credit card holder must sign and initial at the end of each section and complete at bottom)

SeniorLeads Service Agreement & Guarantee

Cost - Select **EITHER** Option A or B

Option A:

There is a one-time non-refundable registration fee of \$199 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 \$25

OR

Option B:

There is a one-time non-refundable registration fee of \$199 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 \$27. 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 selection from above: circle your choice Option A Options B

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. **INITIAL HERE**

Account Management:

This is a continuous, self-managing, real-time service. It is not designed to stop and start. 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. **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.

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.

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 \$199 plus a prepayment for your next 8 prospects. Once we provide the initial 8 leads, we will replenish your account balance each time it reaches \$0 by automatically charging the credit card you have authorized us to charge.

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.

We will notify you by email in advance of any changes to this process.

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 prospect 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 day(s). If you receive more than 5 leads in 5 days and want fewer leads, contact client services and we will reduce your radius within one business day. 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.

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.

Seniorleads reserves the right to administratively suspend or cancel service at any time for any reason. **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. 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):

(If you selected Option B, the option to cherry-pick your zip codes, you will get an email asking for your zip code selections)

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

Credit Card Expiration Date

Billing Street Address

City **State** **Zip**

Start date:

CREDIT CARD HOLDER MUST SIGN HERE

Name on SeniorLeads Account IF NOT same as credit card holder

**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.