

## Terms & Conditions

As a condition to this agreement, you have agreed to the following:

Company, agents, officers, personnel (hereinafter "You") will not give, sell, or transfer pre-mover leads or consumer information to any other company or agent and you will protect such information at all times from any wrongful use and/or disclosure and agree to utilize leads only for the company bound by this agreement.

You agree that any information provided by Cornerstone Media, LLC (hereinafter "Premoverleads.com") will not be used in violation of any applicable laws, rules and regulations, included but not limited to laws that apply to telemarketing, email solicitations, truthful and fair business practices for any applicable service and/or product.

You agree to identify yourself to each lead and respect any request to not be contacted by you in the future and to conduct your contact with any potential consumer in a professional, ethical and legal manner.

If you are given any user passwords or ID's and granted access to use any restricted areas of Premoverleads.com website you may be required to agree to additional specific terms and conditions. If you do not agree to such additional terms, access may be denied to such areas. Transfer of such passwords and ID's is strictly prohibited and may result in termination of agreement and or additional charges to your credit card.

There is a onetime \$30 setup fee. After signing up, we will charge your credit card every 30 days, or when your monthly order limit is reached.

**Exclusive Limited Warranty:** Premoverleads.com warrants that the data delivered will be valid and as ordered. Premoverleads.com does not guarantee response. If you get an invalid lead, you can return it online within 7 days from date of receipt if it meets any of the following conditions: a) all phone numbers provided are disconnected or a fax, b) the lead is a duplicate already received from Premoverleads.com, or c) the contact information is obviously incorrect upon initial inspection. Each lead returned for credit will be independently verified to ensure it meets the return criteria. Leads are verified during normal business hours, Monday through Friday. Please allow up to 5 business days to validate a lead for credit. Once we verify that the lead is invalid we send a replacement lead—presuming there is available inventory. Otherwise it will be replaced as a fresh lead is received. Please note that we can only credit for the reasons listed above. In no event shall Premoverleads.com be liable for lost profits, consequential, incidental, special damages, or other claims of similar nature. All disputes will be governed by the laws of the state of New York and any unresolved disputes will be handled through 3<sup>rd</sup> party arbitration.

**Indemnification :** Agent / client shall defend, indemnify and hold Premoverleads.com harmless from any demands, claims or suits from third parties for damages or expenses, including attorney's fees, arising out of, connected with or resulting in any way from any breach of Agent's negligent performance, or nonperformance, of any of agent's obligations under this agreement, but not limited to, suits or proceedings based upon a claim of infringement or wrongful use of any patent, copyright, trade secret or other right of any third party; or a claim arising out of possession, distribution or enhancement of the agent's lead data; or a claim of an unfair or deceptive act and practice of the agent or any other acts performed by agent which do not comply with applicable law

**Intellectual Property:** All technology, processes and procedures of Premoverleads.com are property thereof, and shall not be shared with third parties without the express written approval of Premoverleads.com.

**Confidentiality:** All information shared between Premoverleads.com and agent is considered privileged and confidential and shall not be shared with any other party without the expressed written agreement of Premoverleads.com

**Agency Relationship:** Your agency is contracting with Premoverleads.com for the expressed and exclusive purpose of obtaining pre-mover leads for solicitation – this represents the full extent of the relationship between the parties.

Due to the nature of how Premoverleads.com collects leads we cannot guarantee a minimum number of leads because the number will vary from month to month. However, leads shall be forwarded on a weekly basis including overages to compensate for any short fall from previous weeks. Expanding geographic boundaries may be required.

Cancellations: Any orders cancelled prior to the contract duration shall be pro rated based upon rates of the current data card posted on PreMoverLeads.com.

The signer of this agreement warrants that they are the credit card holder.