

## **TERMS OF SERVICE**

### **LeadsToday Terms of Service**

The terms "Company," "we," "us," and "our" refer to LeadsToday, LLC. ("LeadsToday"). In order to access the information contained on the LeadsToday website (the "Website") or make use of the services provided by LeadsToday (the "Service" or "Services"), you (hereinafter referred to as "You" or "Client") must first read this agreement (the "Agreement") and accept it. You may not avail Yourself of the Website or Services if You do not accept this Agreement and the terms therein. You accept the terms of the Agreement by clicking to accept, by agreeing to the terms of the Agreement in the user interface for any LeadsToday Service, or by using the Website or Services. In the latter case, You understand and agree that we will treat Your use of the Services as acceptance of the terms from that point onwards. BY USING LeadsToday AND THE LeadsToday WEBSITE, YOU CONSENT TO THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE YOU MAY NOT USE THE WEBSITE AND/OR SERVICES.

By putting a check mark next to I AGREE and clicking on SUBMIT or using the Website or Services, You represent that You have read and agree to the terms and conditions of this Agreement, which also include and incorporate LeadsToday's Acceptable Use Policy, General Terms and Conditions and Privacy Policy. These terms and conditions will remain in effect throughout Your use of the Services and continue after this Agreement expires, cancels or is terminated. These terms and conditions are legally binding should You choose to register for the Service. You may not use the Website or Services and may not accept the terms if (a) You are not of legal age to form a binding contract with us, or (b) You are a person barred from receiving the Services under the laws of the United States or other countries including the country in which You are resident or from which You use the Services. You agree to incorporate these LeadsToday policies into Your own products and policies and ensure that Your customers adhere to LeadsToday's policies.

If You are accepting on behalf of Your employer or another entity, You represent and warrant that: (i) You have full legal authority to bind your employer, or the applicable entity, to these terms of service; (ii) You have read and understand this Agreement; and (iii) You agree, on behalf of the party that You represent, to this Agreement. If You don't have the legal authority to bind Your employer or the applicable entity, please do not put a check mark next to I AGREE and click on SUBMIT or use LeadsToday's Services.

We reserve the right to change these Terms of Service from time to time without notice by posting them to LeadsToday's website. When we do, we will also revise the "last update" date of these Terms of Service. Your continued use of the Service after such posting will constitute acceptance by You of such amendments.

#### **1. Grant of Rights to Use Services**

1.1 Subject to Your acceptance of and compliance with this Agreement and with the payment requirements for the Services, LeadsToday hereby grants You a limited, non-exclusive, non-transferable, non-sublicenseable, revocable right and license during the Term of this Agreement in and under our intellectual property rights, to

access and use the Services, solely in accordance with the terms and conditions of this Agreement. Unless explicitly stated otherwise, any new features provided by LeadsToday that augment or enhance the current Services shall also constitute 'Services' and shall be subject to these terms and conditions. You may not, nor allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever. You may not allow any unauthorized third party to access the Services for any purpose whatsoever. All rights not expressly granted under this Agreement are retained by LeadsToday.

1.2 You may make network calls or requests to the Services, or may make or receive phone calls or text messages via the Service, at any time that the Services are available provided that those requests do not violate the terms of the Acceptable Use Policy or other terms of this Agreement or any other applicable local, state or federal laws, ordinances, regulations or guidelines.

1.3 You may not remove, obscure, or alter any notice of any LeadsToday trademark, service mark or other intellectual property or proprietary right appearing on the Website or contained within the Services.

1.4 You are personally responsible for all traffic using Your account credentials to the Services. As such, You should protect Your authentication keys and security credentials. Actions taken using Your credentials shall be deemed to be actions taken by You, with all consequences including service termination, civil and criminal penalties.

1.5 We may make available to You, for Your installation, copying and/or use in connection with the Services, from time to time, a variety of software, data and other content and printed and electronic documentation (the "LeadsToday Properties"). Subject to Your acceptance of and compliance with this Agreement, ongoing compliance with its terms and conditions with respect to the subject Service, and payment if and as required for Your right to use the subject Service, LeadsToday hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term of this Agreement in and under our intellectual property rights in the LeadsToday Properties, only to install, copy and use the LeadsToday Properties solely in connection with and as necessary for Your use of such Services, solely in accordance with the terms and conditions of this Agreement.

(a) The LeadsToday Properties may include, without limitation:

- The LeadsToday Website;
- Content viewable or downloadable from the Website
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of a Service and its related APIs and technology.

(b) LeadsToday may make available under another license agreement, such as an open source agreement, additional content or software. Any such content or software will be clearly marked with such a license indicating the usage rights available for that content or software. For such content or software released pursuant to an open license, LeadsToday encourages You to modify, alter, tamper with, repair and/or create derivative works consistent with such license. Such

content or software may include articles and documentation for use in connection with the use and implementation of the APIs (collectively, "Documentation").

(c) Except as may be expressly authorized under this Agreement:

- You may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the LeadsToday Properties.
- You may not, and may not attempt to, reverse engineer, disassemble, or decompile the LeadsToday Properties or the Services or apply any other process or procedure to derive the source code of any software included in the LeadsToday Properties.

1.6 For purposes of this Agreement, LeadsToday hereby grants to You a limited, non-exclusive, non-transferable, non-sub-licenseable, revocable license during the Term of this Agreement to display the trade names, trademarks, service marks, logos, domain names of LeadsToday (each, a 'LeadsToday Mark') for the purpose of promoting or advertising that You use the Services, solely in accordance with the terms and conditions of this Agreement. In return You hereby grant LeadsToday a limited, non-exclusive, non-transferable, non-sublicenseable license during the Term of this Agreement to display Your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that You use the Services. In using LeadsToday Marks, You may not: (i) display a LeadsToday Mark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by LeadsToday; (ii) use LeadsToday's Marks to disparage LeadsToday or its products or services; or (iii) display a LeadsToday Mark on a site that violates any law or regulation. Furthermore, we may modify any LeadsToday Marks provided to You at any time, and upon notice, You will use only the modified LeadsToday Marks and not the old LeadsToday Marks. Other than as specified in this Agreement, You may not use any LeadsToday Mark unless You obtain our prior written consent. All uses of the LeadsToday Trademarks and goodwill associated therewith shall inure to the benefit of LeadsToday.

1.7 Subject to our commercially reasonable efforts and so long as Your account remains in good standing, data generated by Your use of the Service such as audio recordings and call log entries will remain available via our API for at least six months from the date such data was generated. Notwithstanding the above and without limitation to Section 7, we shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur with respect to loss of data associated with Your account and data therein.

## 2. Term, Termination and Suspension

2.1 The term ('Term') of this Agreement will commence once You accept this Agreement as provided above. The Agreement will remain in effect until terminated by You or LeadsToday in accordance with this Section 2.

2.2 You may terminate this Agreement for any reason or no reason at all, at Your convenience, by closing Your account for any Service for which we provide an account closing mechanism.

2.3 We may suspend Your right and license to use any or all Services or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to You),

for any reason or for no reason, at our discretion at any time by providing You thirty (30) days' advance notice in accordance with the notice provisions set forth in Section 10 below. If LeadsToday determines that providing advance notice would negatively impact LeadsToday's ability to provide Services, LeadsToday may suspend Your right and license to use any or all Services or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to You), with no notice.

2.4 We may suspend Your right and license to use the Service or terminate this Agreement in its entirety (and, accordingly, Your right to use the Service), for cause effective as set forth below:

**\*\*2.4.1\*\*** Immediately upon our notice to You in accordance with the notice provisions set forth in Section 10 below if (i) You violate any provision of the Acceptable Use Policy or any applicable statutes or we have reason to believe that You have violated the Acceptable Use Policy or applicable statutes, (ii) there is an unusual spike or increase in Your use of the Services for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the Service; (iii) we determine, in our sole discretion, that our provision of any of the Services to You is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (iv) subject to applicable law, upon Your liquidation, commencement of dissolution proceedings, disposal of Your assets, failure to continue Your business, assignment for the benefit of creditors, or if You become the subject of a voluntary or involuntary bankruptcy or similar proceeding.

**\*\*2.4.2\*\*** Immediately and without notice if You are in default of any payment obligation with respect to any of the Services or if any payment mechanism You have provided to us is invalid or charges are refused for such payment mechanism.

**\*\*2.4.3\*\*** Five (5) days following our provision of notice to You in accordance with the notice provisions set forth in Section 10 below if You breach any other provision of this Agreement and fail, as determined by us, in our sole discretion, to cure such breach within such 5-day period.

2.5 Effect of Suspension or Termination.

**\*\*2.5.1\*\*** Upon our suspension of Your use of any Services, in whole or in part, for any reason: (i) fees will continue to accrue for any Services that are still in use by You, notwithstanding the suspension; (ii) You remain liable for all fees, charges and any other obligations You have incurred through the date of suspension with respect to the Services; and (iii) all of Your rights with respect to the Services shall be terminated during the period of the suspension.

**\*\*2.5.2\*\*** Upon termination of this Agreement for any reason: (i) You remain liable for all fees, charges and any other obligations You have incurred through the date of termination with respect to the Services; and (ii) all of Your rights under this Agreement shall immediately terminate.

2.6 In the event this Agreement expires or is cancelled or terminated for any reason, Sections 6, 7, 8, 9, 10 and 11 and any applicable definitions will survive any such expiration, cancellation or termination.

2.7 Following the suspension or termination of Your right to use the Services by us or by You for any reason other than a termination for cause, You shall be entitled to

take advantage of any post-termination assistance we may generally elect to make available with respect to the Services such as data retrieval arrangements. We may also endeavor to provide You with unique post-suspension or post-termination assistance, but we shall be under no obligation to do so. Your right to take advantage of any such assistance, whether generally made available with respect to the Services or made available uniquely to You, shall be conditioned upon Your acceptance of and compliance with any fees and terms we specify for such assistance.

### 3. Downtime and Service Suspensions; Security

3.1 In addition to our rights to terminate or suspend Services to You as described in Section 2 above, You acknowledge that: (i) Your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and (ii) we shall also be entitled, without any liability to You, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to You or to any of our other customers if the Service were not suspended; or (c) in the event that we determine that any Service is prohibited by applicable law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Without limitation to Section 7, we shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that You may incur as a result of any Service Suspension. To the extent we are able, we will endeavor to provide You notice of any Service Suspension in accordance with the notice provisions set forth in Section 10 below and to post updates regarding resumption of Services following any such suspension, but shall have no liability for the manner in which we may do so or if we fail to do so.

3.2 We strive to keep information You provide to us secure, but cannot guarantee that we will be successful at doing so. Accordingly, without limitation to Section 7 below, You acknowledge that You bear sole responsibility for adequate security, protection and backup of Your content including all audio recordings associated with Your account. We strongly encourage You, where available and appropriate, to use encryption technology to protect Your content from unauthorized access and to routinely archive Your content. We will have no liability to You for any unauthorized access or use, corruption, deletion, destruction or loss of any of Your content.

### 4. Promotional Credits

4.1 We may award credits, points or any of our other virtual currencies (each individually or collectively referred to as 'Promotional Credits') in connection with promotions or other giveaways. Acquisition of Promotional Credits provides only a limited, non-transferable, non-sublicensable, revocable license to use such Promotional Credits to access Services that we expressly make available for use with the Promotional Credits. Promotional Credits have no monetary value and do not constitute currency or property of any type. Promotional Credits may not be

sold or transferred, and cannot be exchanged for cash or for any other goods or services, except for Services. We may cancel any Promotional Credits transferred, assigned or sold in violation of this Agreement.

4.2 During the term of Your license to Promotional Credits, You have the right to redeem Promotional Credits for selected Services. We neither guarantee the availability of particular Services nor that particular Services will be offered for any particular time.

4.3 The term of Your Promotional Credits license starts when You acquire such Promotional Credits and, subject to this Agreement, expires upon the earlier of (a) twelve months from the date of award (as the context requires and applicable to each individual award); or (b) the date that Your access to the Services is expired, suspended, cancelled or terminated as set forth herein. If You do not use Your account for twelve months, or if You delete Your account, any remaining Promotional Credits may be redeemed, cancelled or expired by us. Once Promotional Credits are redeemed for Services, such Services are not returnable, exchangeable or refundable for Promotional Credits or any other virtual currency, or for cash or goods or services.

4.4 Promotional Credits may only be held by legal residents of countries where access to and use of the Services and Promotional Credits are permitted. Promotional Credits may only be awarded by us or through means we provide on the Website or otherwise expressly authorize. We can cancel or suspend Your access to Promotional Credits in our sole discretion and without prior notice, if (a) You fail to comply with this Agreement; or (b) if we otherwise suspect fraud or misuse of Promotional Credits. We have no obligation or responsibility to, and will not reimburse You for, any Promotional Credits lost due to such cancellation or suspension.

4.5 We have the absolute right to offer, manage, regulate, modify and/or eliminate Promotional Credits or any portion thereof, at any time, without any liability to You.

## 5. Fees

5.1 In its sole discretion, LeadsToday shall determine whether You are eligible for a free trial subscription to its Services, which terms of the free trial are set forth here [{{Link directs to LeadsToday's Products Page}}](#). Free trials are limited to one per person, and if we find that You have created multiple free trial accounts, we reserve the right to suspend those accounts and take actions to prevent additional violations.

5.2 To the extent the Services or any portion thereof are made available for any fee, You agree to pay all applicable fees (including any minimum subscription fees) as set forth here [{{Link directs to LeadsToday's Products Page}}](#). You agree to pay any carrier costs, such as fees for porting Your existing telephone numbers into or out of the Services. We may increase or add new fees for any existing Service or Service feature by giving You 30 days' advance notice. All fees payable by You are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. You will provide such information to us as reasonably required to determine whether we are obligated to collect VAT from You. You are responsible for any charges imposed on LeadsToday by a carrier related to government fees for

telecommunications, including but not limited to, Universal Service Fund fees, if applicable.

5.3 We may specify the manner in which You will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. All amounts payable by You under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, You shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required. Additionally, You shall provide us with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.

5.4 Should You have any dispute as to fees associated with Your account, please contact us at [info@LeadsToday.com](mailto:info@LeadsToday.com) within 90 days of the date of the activity that generated such dispute, and we will attempt to resolve the matter. Any and all refunds issued to resolve such a dispute shall be issued as credits to Your account, but in no event shall there be any cash refunds. Disputes older than 90 days shall not be entitled to any refunds or credits.

## 6. Intellectual Property

6.1 Other than the limited use and access rights and licenses expressly set forth in this Agreement, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to: (i) the Services; (ii) the LeadsToday Properties; (iii) the LeadsToday Marks; and (iv) any other technology and software that we provide or use to provide the Services and the LeadsToday Properties. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Services, the LeadsToday Properties, the LeadsToday Marks, or such other technology and software, except for the limited use and access rights described in this Agreement.

6.2 In the event You elect, in connection with any of the Services, to communicate to us suggestions for improvements to the Services, the LeadsToday Properties or the LeadsToday Marks (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if You have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction. Furthermore, any other content or information You post or provide to LeadsToday via comments, forums, emails and the like (collectively, 'Communications') shall be considered the property of LeadsToday. You hereby irrevocably assign all right, title and interest in and to the Feedback and Communications to us and agree to provide us such assistance as we may require to document, perfect, and maintain our rights to the Feedback and Communications.

6.3 During and after the Term of the Agreement, with respect to any of the Services that You elect to use, You will not assert, nor will You authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners (including third party sellers on websites operated by or on behalf of us), sub-licensees or transferees, any patent infringement or other intellectual property infringement claim with respect to such Services.

## 7. Representations and Warranties; Disclaimers; Limitations of Liability

7.1 YOU REPRESENT AND WARRANT THAT YOU WILL NOT USE THE WEBSITE (INCLUDING OUR FORUMS AND COMMENTS SECTIONS), SERVICES, LeadsToday PROPERTIES, OR LeadsToday MARKS IN A MANNER THAT VIOLATES THE ACCEPTABLE USE POLICY OR ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION, INCLUDING, WITHOUT LIMITATION, THE CAN-SPAM ACT OF 2003, THE TELEPHONE CONSUMER PROTECTION ACT, AND THE DO-NOT-CALL IMPLEMENTATION ACT OF 2003. TO THIS EFFECT, WE ASK THAT YOU TAKE REASONABLE PRECAUTIONS TO PROMOTE BEST PRACTICES. ALTHOUGH LeadsToday DOES NOT ASSUME THE DUTY OR OBLIGATION TO MONITOR ANY MATERIALS CREATED, POSTED OR UPLOADED BY YOU OR ANY THIRD PARTIES OR ANY ACTIONS TAKEN BY YOU IN CONNECTION WITH THE SERVICES, LeadsToday RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MONITOR ANY AND ALL MATERIALS POSTED OR UPLOADED BY YOU OR ANY THIRD PARTIES AT ANY TIME WITHOUT PRIOR NOTICE TO ENSURE THAT THEY CONFORM TO ANY USAGE GUIDELINES OR POLICIES (INCLUDING OUR ACCEPTABLE USE POLICY) RELATING TO OUR WEBSITE OR SERVICES.

INITIAL: \_\_\_\_\_

7.1.1 CALL RECORDING. YOU REPRESENT AND WARRANT THAT YOUR USE OF THE WEBSITE AND SERVICES WHICH RESULTS IN THE RECORDING OF INBOUND OR OUTBOUND TELEPHONE CALLS IS IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND GUIDELINES. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU ADHERE TO ALL REQUIREMENTS AS REQUIRED IN YOUR LOCALITY.

INITIAL: \_\_\_\_\_

7.1.2 DO NOT CALL. YOU REPRESENT AND WARRANT THAT YOUR USE OF THE WEBSITE AND SERVICES WHICH RESULTS IN AN OUTBOUND PHONE CALL OR TEXT MESSAGE IS IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND GUIDELINES PERTAINING TO DO NOT CALL OR DO NOT CONTACT. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU ADHERE TO ALL REQUIREMENTS AS REQUIRED IN YOUR LOCALITY.

INITIAL: \_\_\_\_\_

7.1.3 ROBO-DIALING. YOU REPRESENT AND WARRANT THAT YOUR USE OF THE WEBSITE AND SERVICES WHICH RESULTS IN AN OUTBOUND PHONE CALL OR TEXT MESSAGE IS IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND GUIDELINES REGARDING AUTOMATIC DIALING AND TEXT MESSAGES, INCLUDING, WITHOUT LIMITATION, THE TELEPHONE CONSUMER PROTECTION ACT AND THE DO-NOT-CALL IMPLEMENTATION ACT OF 2003. . YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU ADHERE TO ALL REQUIREMENTS AS REQUIRED IN YOUR LOCALITY.

INITIAL: \_\_\_\_\_

7.1.4 USE OF PERSONALLY IDENTIFIABLE INFORMATION. YOU REPRESENT AND WARRANT THAT YOUR USE OF THE WEBSITE AND SERVICES WHICH RESULTS IN YOU OBTAINING PERSONALLY IDENTIFIABLE INFORMATION INCLUDING BUT NOT LIMITED TO NAME, ADDRESS, PHONE NUMBERS AND E-MAIL ADDRESSES WILL BE USED AND MAINTAINED BY YOU IN A MANNER THAT CONFORMS WITH



ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS, ORDINANCES, REGULATIONS AND GUIDELINES AS WELL AS OUR TERMS OF USE. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOU PROPERLY USE SUCH DATA AND PROTECT ACCESS TO IT.

7.1.4. A RESALE OF PERSONALLY IDENTIFIABLE INFORMATION. YOU MAY NOT RESELL ANY PERSONALLY IDENTIFIABLE INFORMATION WHICH YOU RECEIVE FROM YOUR USE OF THE WEBSITE AND SERVICES FOR ANY REASON OTHER THAN FOR THE USE WITH WHICH YOU PURCHASED THE SERVICE FROM US.

7.2 You also acknowledge and understand that we do NOT currently allow You to access any 911 or similar emergency services (no traditional 911, E911, or similar access to emergency services). The Services are not intended to replace any primary phone service, such as a traditional landline or mobile phone, that may be used to contact emergency services.

7.3 You represent and warrant to the extent to which You use any of the LeadsToday Marks, that You will conduct Your business in a professional manner and in a way that reflects favorably on the goodwill and reputation of LeadsToday.

7.4 You further understand and agree that You will have use of the telephone number(s) that are provided as part of the services only until the end of the term of Your Agreement with LeadsToday or until LeadsToday no longer provides You with Service. You understand and agree that LeadsToday is the customer of record for all telephone number(s) provided as part of the Services and, therefore, LeadsToday has certain rights with respect to porting of the number(s) ('Porting' is causing or attempting to cause number(s) to be transferred, switched, or otherwise moved to any other service provider, telephone carrier, or any other person or entity). As the customer of record for the telephone number(s), LeadsToday owns the telephone number(s) assigned to You. LeadsToday generally ports a telephone number at the request of the client. LeadsToday reserves the right to refuse to port any telephone number(s) in its sole discretion.

**\*\*7.4.1\*\*** If You "ported in" any telephone number(s) in connection with Your use of Services, LeadsToday assigned You one or more toll free telephone numbers, You are entitled to "port out" a telephone number under non-U.S. law, or LeadsToday has agreed to port out any telephone number(s), You may "port out" such number(s) only if You satisfy the following requirements: (1) You provide written notice to LeadsToday of Your intent to "port out" such number(s) no later than thirty (30) days after providing LeadsToday notice of Your intent to terminate this Agreement (the "Porting Notice Period"); (2) Your new telephone carrier provides LeadsToday's telephone carrier a duly executed porting request prior to the expiration of the Porting Notice Period; (3) You have paid LeadsToday for all Services provided to You prior to the date You provide LeadsToday notice of Your intent to terminate this Agreement; and (4) You have paid LeadsToday any administrative fees associated with processing the port. You hereby authorize LeadsToday to charge Your account in the applicable amount for the administrative fees in subsection (4) above or to otherwise arrange to make this payment to LeadsToday within the Porting Notice Period. The porting process can be lengthy; if You would like to maintain Your account with the company during the porting process, You must maintain Your account in an active status and not terminate Your

account until the porting out is complete. Regardless of when the port out is complete, You will continue to be responsible to pay all applicable account fees with respect to the telephone numbers until You formally terminate this Agreement. If You fail to satisfy any of the foregoing requirements, LeadsToday remains the customer of record over the number(s) and You are expressly prohibited from causing or attempting to cause such number(s) to be transferred to any other service provider, telephone carrier or any other person or entity. LeadsToday also retains the right to reclaim the number(s) from You after the number(s) are ported out in contravention with these requirements and authorize LeadsToday to charge Your account or take any other measures to collect the costs associated with causing the number(s) to be returned to LeadsToday. You understand and agree that even if You satisfy the requirements set forth in this section, technical or procedural difficulties or interruptions may occur when attempting to port out these numbers and such difficulties or interruptions may prevent Your new carrier from porting the numbers. LeadsToday is not responsible for such technical or procedural difficulties or interruptions.

**\*\*7.4.2\*\*** You understand and agree that following the termination of this Agreement for any reason, your number(s) may be re-assigned to another customer. You agree that LeadsToday will not be liable for any damages (including consequential or special damages) arising out of any such re-assignment and You hereby waive any claims with respect to any such re-assignment, whether based on contractual, tort or other grounds, even if LeadsToday has been advised of the possibility of damages.

**\*\*7.4.3\*\*** You understand and agree that LeadsToday may need to change the telephone number(s) assigned to You. You agree that LeadsToday will not be liable for any damages (including consequential or special damages) arising out of any such change in the telephone number(s) assigned to You and You hereby waive any claims with respect to any such change, whether based on contractual, tort or other grounds, even if LeadsToday has been advised of the possibility of damages.

**7.5 YOU REPRESENT AND WARRANT THAT YOU HAVE READ AND UNDERSTOOD THE ACCEPTABLE USE POLICY, PRIVACY POLICY AND GENERAL TERMS AND CONDITIONS, AND YOU AGREE TO ABIDE BY THEIR TERMS, WHERE APPLICABLE, INCLUDING AS INCORPORATED BY REFERENCE HEREIN. YOU FURTHER AGREE TO ABIDE BY ALL APPLICABLE LOCAL, STATE, NATIONAL, FOREIGN AND INTERNATIONAL LAWS AND REGULATIONS AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACTS OR OMISSIONS THAT OCCUR UNDER YOUR ACCOUNT OR PASSWORD, INCLUDING THE CONTENT OF YOUR TRANSMISSIONS THROUGH THE SERVICE. BY WAY OF EXAMPLE, AND NOT AS A LIMITATION, YOU AGREE NOT TO VIOLATE ANY PROVISIONS OF THE ACCEPTABLE USE POLICY.**

Initial: \_\_\_\_\_

**7.6** You represent and warrant that without LeadsToday's express written consent You will not use, and will not authorize any third party to use, any Public Software (as defined below) in connection with the Services in any manner that requires, pursuant to the license applicable to such Public Software, that any LeadsToday Properties or Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by

recipients. With respect to any Feedback or Communications, You represent and warrant that such Feedback and Communications, in whole or in part, contributed by or through You, (i) is legally distributable by You, either because You own the copyright or because You have fully complied with any copyright terms associated with the software or content, (ii) contains no third party software or any software that may be considered Public Software and (iii) does not violate, misappropriate or infringe any intellectual property rights of any third party. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License and (viii) the Apache License.

7.7 YOU REPRESENT AND WARRANT THAT: (I) THE INFORMATION YOU PROVIDE IN CONNECTION WITH YOUR REGISTRATION FOR THE SERVICES IS ACCURATE AND COMPLETE; (II) YOU ARE DULY AUTHORIZED TO DO BUSINESS IN THE JURISDICTION WHERE YOU OPERATE; AND (III) YOU ARE AN AUTHORIZED REPRESENTATIVE OF YOUR ENTITY DULY AUTHORIZED TO ACCESS THE SERVICES AND TO LEGALLY BIND YOU TO THIS AGREEMENT AND ALL TRANSACTIONS CONDUCTED UNDER YOUR ACCOUNT.

7.8 LeadsToday PROPERTIES, THE LeadsToday MARKS, THE SERVICES AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, CONTENT, IMAGES, MATERIALS AND OTHER DATA OR INFORMATION PROVIDED BY US OR OUR LICENSORS IN CONNECTION THEREWITH (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS." WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE LeadsToday PROPERTIES, THE LeadsToday MARKS, THE SERVICES OR THE PROMOTIONAL CREDITS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE WITHIN THE SERVICES WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE AND OUR LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE OR WEBSITE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED

BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. 7.9 IN ADDITION TO THE FOREGOING, WE SPECIFICALLY DISCLAIM ALL LIABILITY, AND YOU AGREE THAT YOU SHALL, WITHOUT LIMITATION, BE SOLELY RESPONSIBLE FOR ANY ACTION TAKEN BY YOU OR YOUR ACCOUNT IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ACTIONS RESULTING IN OUTBOUND CALLS OR TEXT MESSAGES.

Initial: \_\_\_\_\_

7.10 NEITHER WE NOR ANY OF OUR LICENSORS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE LeadsToday PROPERTIES, THE LeadsToday MARKS, THE SERVICES OR PROMOTIONAL CREDITS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER FOR THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS, HOWEVER, IN SUCH CASE, OUR LIABILITY SHALL NOT EXCEED THE MINIMUM EXTENT NECESSARY TO BRING IT WITHIN LEGAL REQUIREMENTS.

7.11 The Services do not and are not intended to support or carry emergency calls to any Emergency Services. "Emergency Services" shall mean services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services." Neither LeadsToday nor its officers, employees or affiliates may be held liable whether in contract, warranty, tort (including negligence), or any other form of liability for any claim, damage, or loss (and you hereby waive any and all such claims or causes of action), arising from or relating to your inability to use LeadsToday or its services to contact any Emergency Services, or your failure to make additional arrangements to access Emergency Services.

7.12 Third Party Materials: Certain content, products, and services available via the LeadsToday website (or links contained therein) may include materials, software, plug-ins, applications and other resources from third parties and access to third party websites (collectively "Third Party Materials"). You acknowledge and agree that LeadsToday is not responsible for examining or evaluating the content or accuracy of any such Third Party Materials and that LeadsToday does not warrant or endorse and does not assume (and will not have) any liability or responsibility for any Third Party Materials or any damage or loss resulting therefrom. The availability of Third Party Materials is provided solely as a convenience to you. You

agree that you must evaluate, and bear all risks associated with, the use of any Third Party Materials, including any reliance on the accuracy, completeness, or usefulness thereof. Please also remember that all use of the LeadsToday Website and Services is subject to the LeadsToday Terms of Service.

## 8. Indemnification

8.1 You agree to indemnify, defend and hold us, our affiliates and licensors, each of our and their business partners (including third party sellers on websites operated by or on behalf of us) and each of our and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees), arising out of or in connection with any claim arising out of (i) Your use of the Services, LeadsToday Properties and/or LeadsToday Marks in a manner not authorized by this Agreement, and/or in violation of the applicable restrictions, the Acceptable Use Policy, and/or applicable law, including, without limitation, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act of 2003, or any other federal, state, or local rules or regulations, (ii) Your violation of any term or condition of this Agreement, the Acceptable Use Policy or any applicable additional policies, including, without limitation, Your representations and warranties, or (iii) You or Your employees' or personnel's negligence or willful misconduct.

8.2 We agree to promptly notify You of any claim subject to indemnification; provided that our failure to promptly notify You shall not affect Your obligations hereunder except to the extent that our failure to promptly notify You delays or prejudices Your ability to defend the claim. At our option, You will have the right to defend against any such claim with counsel of Your own choosing (subject to our written consent) and to settle such claim as You deem appropriate, provided that You shall not enter into any settlement without our prior written consent and provided that we may, at any time, elect to take over control of the defense and settlement of the claim.

## 9. Disputes

9.1 Notwithstanding anything to the contrary, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of LeadsToday's or any third party's intellectual property rights and/or proprietary rights. You further acknowledge that our rights in the LeadsToday Services, LeadsToday Properties and the LeadsToday Marks are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

9.2 By using the Services, You agree that the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws, will govern this Agreement and any dispute of any sort that might arise between You and LeadsToday.

9.3 Arbitration. YOU AND LeadsToday BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS

AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. YOU AND LeadsToday ALSO BOTH AGREE THAT:

**\*\*9.3.1\*\*** THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY SERVICES YOU RECEIVE FROM US WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

**\*\*9.3.2\*\*** UNLESS YOU AND LeadsToday AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN BOSTON, MASSACHUSETTS. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)) OR FROM US.

**\*\*9.3.3\*\*** THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT.

**\*\*9.3.4\*\*** IF EITHER YOU OR LeadsToday INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO LeadsToday SHOULD BE SENT AS REQUIRED BY THIS AGREEMENT. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF YOU AND LeadsToday ARE UNABLE TO RESOLVE THE DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION.

**\*\*9.3.5\*\*** AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

**\*\*9.3.6\*\*** IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

**\*\*9.3.7\*\*** IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND LeadsToday AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND LeadsToday UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT. YOU AND LeadsToday ALSO AGREE THAT ANY DISPUTE HEREUNDER SHALL BE ADJUDICATED IN ANY STATE OR FEDERAL COURT IN BOSTON, MASSACHUSETTS, AND YOU CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN SUCH COURTS.

## 10. Notices

10.1 Notices made by us under this Agreement for You or Your account specifically (e.g., notices of breach and/or suspension) will be provided to You via a notification message displayed on Your account page or via the email address provided to us in Your registration for the Services or in any updated email address You provide to us in accordance with standard account information update procedures we may provide from time to time. It is Your responsibility to keep Your email address current and You will be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not You actually receive the email.

10.2 For notices made by You to us under this Agreement and for questions regarding this Agreement or the Services, You may contact LeadsToday as follows: by US Postal Mail at LeadsToday LLC, 848 North Rainbow Blvd #3111, Las Vegas, NV 89107, or by contacting us at [info@LeadsToday.com](mailto:info@LeadsToday.com)

## 11. Miscellaneous Provisions

11.1 Responsibility. If You authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, You shall be deemed to have taken the action Yourself.

11.2 Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

11.3 Message Routing. You may not use phone numbers provided by LeadsToday ("LeadsToday Phone Numbers") to route SMS messages over any other provider's network. All SMS messages sent and received for a LeadsToday Phone Number must be sent and received via LeadsToday's Services.

11.4 Waivers. The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

11.5 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

11.6 Entire Agreement. This Agreement incorporates by reference all policies and guidelines posted on the LeadsToday Website and as may be modified thereafter (including the Acceptable Use Policy, the General Terms and Conditions and the Privacy Policy) and constitutes the entire agreement between You and LeadsToday regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between You and us, whether written or oral, regarding such subject matter.

11.7 International Sale of Goods; Export and Import Control Laws and Regulations. You and LeadsToday hereby agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act (UCITA). Services, Content, and product derived or obtained from LeadsToday's Services may

be subject to the U.S. export laws and the export or import laws of other countries. You agree to comply strictly with all such laws and, in particular, shall: (a) obtain any export, reexport, or import authorizations required by U.S. or your local laws; (b) not use Services, Content, or direct product from LeadsToday's Services to design, develop or produce missile, chemical/biological, or nuclear weaponry; and (c) not provide Services, Content, or direct product from LeadsToday's Services to prohibited countries and entities identified in the U.S. export regulations

11.8 No Agency. Nothing in this Agreement shall be construed as creating a partnership, contract of employment, agency, joint venture or franchise relationship between LeadsToday and You.

11.9 No Third Party Beneficiary. You acknowledge and agree that, except as otherwise expressly provided in the Terms, there shall be no third party beneficiary to this agreement.

Last Updated

Last Updated July 23, 2015

## ACCEPTABLE USE POLICY

### LeadsToday Acceptable Use Policy

This Acceptable Use Policy describes actions that LeadsToday, LLC ("LeadsToday") prohibits when You use its website and/or services (the "Services"). The terms "you," "your," and "yours" refer to the client. The Acceptable Use Policy is governed by our Terms of Service. Our Terms of Service take precedence over any conflicting Acceptable Use Policy provision. BY USING LeadsToday AND THE LeadsToday WEBSITE, YOU CONSENT TO THE TERMS AND CONDITIONS OF THIS ACCEPTABLE USE POLICY. IF YOU DO NOT AGREE TO THIS ACCEPTABLE USE POLICY YOU MAY NOT USE THE WEBSITE AND/OR SERVICES.

LeadsToday may in its sole discretion determine whether You are in violation of this Acceptable Use Policy. The Services may be used only for lawful purposes and may not be used for any illegal activities. Using the Services in an illegal, abusive or any other manner that interferes with or diminishes others' use and enjoyment of the Services is prohibited.

The following list gives examples of illegal, abusive, interfering or otherwise unacceptable or inappropriate behavior while using the Services. This list is provided by way of example and shall not be considered exhaustive.

Adversely impacting the availability, reliability, or stability of LeadsToday's Services.

Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of LeadsToday's Services.

Attempting to bypass or break any security mechanism on any of the Services or using the Services in any other manner that poses a security or service risk to LeadsToday, to any user of our Services, or to any of our or their respective customers.

Testing or reverse-engineering the Services in order to find limitations, vulnerabilities or evade filtering capabilities.



Using the Services in any manner that may subject LeadsToday or any third party to liability, damages or danger.

Using the Services in any manner that violates any applicable third party policies or requirements that LeadsToday has communicated to the client.

Using the Services in any manner that violates the Mobile Marketing Association guidelines and/or best practices, carrier guidelines, or any other industry standards.

Engaging in fraud with respect to Your account.

Using Your account to engage in fraudulent activity with respect to third parties or otherwise using Your account to bypass phone identification systems such as those by classified advertising websites.

Using any of the LeadsToday Properties or LeadsToday Marks other than as expressly permitted in the Terms of Service

Transmitting any material that may infringe the intellectual property rights or other rights of third parties, including but not limited to trademark, copyright or rights of publicity or otherwise violating, infringing, or misappropriating the rights of any third party.

Engaging in spamming or other unsolicited advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations including, but not limited to, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act of 2003.

Using the Services in connection with any unsolicited or harassing messages (commercial or otherwise) including but not limited to unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes.

Using phone numbers provided by LeadsToday ("LeadsToday Phone Numbers") for SMS in a manner that is not designed to enhance or augment the person-to-person nature of SMS communications.

Offering any Emergency Services to users. "Emergency Services" shall mean services that allow a user to connect with emergency services personnel or public safety answering points such as 911 or E911 services.

Promoting or engaging in illegal activities.

Engaging in activities or transmitting through the Services any information that may be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

Harvesting or otherwise collecting information about others, including email addresses or phone numbers, from LeadsToday's website without their express consent.

Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call using Your account.

Transmitting any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious programs.

Violating or facilitating the violation of any U.S. or foreign law regarding the transmission of technical data or software.

Interfering with or disrupting networks connected to the Services or violating the regulations, policies or procedures of such networks.  
Improperly engaging in activity for which the United States Federal Communications Commission has restricted or regulated with regard to proper use of the public telephone network.  
Using the Services, or a component of the Services, in a manner not authorized by LeadsToday.

## Remedies

Violation of this Acceptable Use Policy may result in the immediate suspension or termination of Your account, civil and/or criminal liability, and LeadsToday may, in addition to any remedy that it may have at law or in equity, terminate permission for You to use the Services. In such event, You are still liable for any and all outstanding charges accumulated through Your use of the Services, including uses in violation of this Acceptable Use Policy or the laws of any jurisdiction. In addition, LeadsToday may investigate incidents that are contrary to this Acceptable Use Policy and provide requested information to third parties who have provided notice to LeadsToday stating that they have been harmed by Your failure to abide by this Acceptable Use Policy. LeadsToday's failure to enforce this policy in each and every instance in which it might have application does not amount to a waiver of LeadsToday's rights hereunder.

## Changes To The Acceptable Use Policy

We reserve the right to change the Acceptable Use Policy from time to time without notice by posting changes to LeadsToday's website. When we do, we will also revise the "last update" date of the Acceptable Use Policy.

Last Updated July 23, 2015

## WEBSITE

### LeadsToday General Terms and Conditions

#### Acceptance of Terms

The terms "you," "your," and "yours" refer to the client. The terms "Company," "we," "us," and "our" refer to LeadsToday, LLC. ("LeadsToday"). These General Terms and Conditions are governed by our Terms of Service. Our Terms of Service take precedence over any conflicting General Terms and Conditions provision. BY USING LeadsToday'S SERVICES AND THE LeadsToday WEBSITE, YOU CONSENT TO THE TERMS AND CONDITIONS OF THESE General Terms and Conditions. IF YOU DO NOT AGREE TO THESE General Terms and Conditions YOU MAY NOT USE THE WEBSITE AND/OR SERVICES.

## Accuracy and Completeness of Information

While LeadsToday strives to ensure that the information contained on this Website is accurate and reliable, LeadsToday makes no warranties as to the accuracy, correctness or completeness of any such information and assumes no liability or responsibility for any omissions or errors in the content of this Website. LeadsToday reserves the right to revise the information contained on this Website at any time, in its sole discretion without any obligation to notify past, current or prospective visitors.

## Your Use of This Website

You may download certain content that appears on this Website for your personal use, provided you do not remove or modify any copyright, trademark or other proprietary notices. You expressly agree that no right, title or interest in any downloaded materials is transferred to you as a result of such downloading or copying. There are inherent dangers in downloading materials and information from the Internet, and LeadsToday cautions you to make sure that you completely understand the potential risks before downloading any such content. You are solely responsible for adequate protection and backup of the data and equipment used in connection with any information downloaded from this Website, and LeadsToday will not be liable for any damages that you may suffer as a result of such download.

## Changes To The General Terms and Conditions

We reserve the right to change these General Terms and Conditions from time to time without notice by posting the changes to LeadsToday's website. When we do, we will also revise the "last update" date of these General Terms and Conditions.

## Privacy Policy

LeadsToday's use of any personally identifiable information you submit to the Website is governed by the Website's Privacy Policy.

## Disclaimers

THE INFORMATION ON THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

No advice or information, whether oral or written, obtained by a user from LeadsToday, shall create any warranty not expressly made herein.

If you download or copy any material from this website, you do so at your sole discretion and risk and consequently you will be responsible for any damage to your computer system or loss of data that results from the download or copying of any material or software.

Some of LeadsToday's Services require the use of third party services, products, or networks. LeadsToday will make commercially reasonable efforts to communicate any policies, requirements, or guidelines of those third parties to You. You agree to follow those policies, requirements, or guidelines. ANY ACTUAL OR ALLEDGED VIOLATION OF A THIRD PARTY POLICY, REQUIREMENT, OR GUIDELINE BY YOU IS YOUR RESPONSIBILITY. LeadsToday MAKES NO WARRANTY OR REPRESENTATION THAT ITS WEBSITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE IF ANY VIOLATION OF A THIRD PARTY POLICY, REQUIREMENT, OR GUIDELINE BY YOU IS ALLEDGED BY A THIRD PARTY.

### Products and Services

All products (including software) and services of LeadsToday may only be accessed and used pursuant to a separate product or service agreement. If you have accessed such products or services prior to entering into a separate product or service agreement, such access is in violation of LeadsToday's General Terms and Conditions, and you shall immediately cease using such services or delete any such products from your computer or server until such time as you become an authorized user of such products or services.

### Limitation of Liability

IN NO EVENT WILL LeadsToday BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER THEY MAY ARISE, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE: (i) USE OF THE INFORMATION CONTAINED ON THIS WEBSITE; (ii) USE OF SOFTWARE DOWNLOADED OR LINKED TO FROM THIS WEBSITE; OR (iii) FOR THE FAILURE TO PROVIDE SERVICES OR INFORMATION AVAILABLE FROM THIS WEBSITE, EVEN IF LeadsToday HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE WEBSITE, CONTENT OR SERVICES, OR ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR OTHERWISE MAKE A CLAIM, DEMAND OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST LeadsToday, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS, FOR ANY CLAIMS, ACTIONS, DEMANDS OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED.

### Indemnification

You agree to defend, indemnify and hold LeadsToday harmless from and against any and all third party claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use of this website.

#### Links to Third Party Websites

Any links to third party sites are provided as a convenience to you, and such sites are neither owned nor operated by LeadsToday. LeadsToday has no control over these linked sites, is not responsible for the contents of these sites, makes no representations or warranties with respect to these linked sites, and shall not be liable for any damages or injury arising from the content of these linked sites. Your viewing and use of any third party sites is at your sole discretion and risk.

#### Copyright Notice

Unless otherwise noted, the graphic images, buttons and text contained in this website are the exclusive property of LeadsToday and are Copyright 2013-15 LeadsToday, LLC All rights reserved. Except for your personal use as permitted herein, these items may not be copied, displayed, transmitted or reproduced in any form without the express written permission of LeadsToday.

#### Submissions, Suggestions & Community Participation

In the event you elect to communicate to us suggestions for improvements to the Website or any of LeadsToday's services or properties (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction. Furthermore, any other content or information you post or provide to LeadsToday via comments, forums, emails and the like (collectively, "Communications") shall be considered the property of LeadsToday. You hereby irrevocably assign all right, title and interest in and to the Feedback and Communications to us and agree to provide us such assistance as we may require to document, perfect, and maintain our rights to the Feedback and Communications.

#### Trademark Notice

\* LeadsToday, ListingsTomorrow, and CallMeBack are trademarks of LeadsToday, LLC.

\* Other company, product, and service names mentioned in these documents may be trademarks and/or service marks of others.

Last Updated July 23, 2015

## PRIVACY POLICY

### LeadsToday Privacy Policy

Your privacy is important, so LeadsToday has created the following Privacy Policy to let you know what information we collect when you visit our website, why we collect it and how it is used.

The terms "you," "your," and "yours" refer to the customer using our website. The terms "Company," "we," "us," and "our" refer to LeadsToday. This Privacy Policy is governed by our Terms of Service. By using this website, you consent to the data practices described in this statement. We may periodically make changes to this Privacy Policy that we will include on this page. It is your responsibility to review this Privacy Policy frequently and remain informed about any changes to it, so we encourage you to visit this page often.

#### What Information Is Collected?

"Personally identifiable information" means any information that may be used to identify an individual, including, but not limited to, a first and last name, home or other physical address, an email address, phone number or other contact information, whether at work or at home. When you use our website or services LeadsToday may collect from you the following personally identifiable information: first and last name, city, state and zip code, email address, birthday and phone number. In addition, we may collect any other information you provide to us.

LeadsToday also automatically receives and records information on our server logs from your browser, including your IP address, cookie information and the page you request. You can choose not to provide us with certain information, but then you might not be able to take advantage of many of our features.

LeadsToday may keep a cached copy of the content you serve us as a part of your use of the service for an indeterminate amount of time, including media files and XML files. To assist in development, we may keep copies of HTTP requests and responses in your notification log, available only to you. If your web server does not specify that we can cache your content, we will not keep a cached copy of any text or audio data transmitted through our service during calls, but we may still maintain copies in your notification log. If data privacy is a concern, make sure your server does not allow us to cache such content, and contact us so that we may turn off other application logging around requests to and responses from your application. We may keep call log, notification log, billing/ payment, and other log data for at least six months from the date of entry.

#### How Is Such Information Used?

LeadsToday uses the personally identifiable and other collected information in a manner that is consistent with this Privacy Policy. If you provide personally identifiable information for a certain reason, we may use the personally identifiable information in connection with the reason for which it was provided. For instance, if you contact us by e-mail, we will use the personally identifiable information you provide to answer your question or resolve your problem. Also, if you provide personally identifiable information in order to obtain access to the LeadsToday website or services, we will use such information to provide you with access to such services and to monitor your use of such services. Your personally identifiable

information may be used to provide you with new product information and support services offered on the website, to notify you of technical updates or changes in policy, to improve the content and functionality of the LeadsToday website and services, to help us better understand our users, or to deliver other services.

Is The Information Shared or Disclosed?

LeadsToday is not in the business of selling your information. We consider this information to be a vital part of our relationship with you. There are, however, certain circumstances in which we may share your personally identifiable information with certain third parties without further notice to you, as set forth below:

[[Third Party Applications and Services: If you elect to use one or more third party applications that interoperate with LeadsToday's service via LeadsToday Connect, those applications may upon your election be given access to data (which may include personally identifiable information) on LeadsToday's systems generated in connection with your use of LeadsToday's service. Please remember that LeadsToday is not responsible for the policies and practices of third party application providers, and LeadsToday shall have no liability arising from any action of any such provider as it concerns your data or information or otherwise. In connection with your use of any such third party applications, please review carefully the applicable privacy policies each such third party application provider to become familiar with their policies and practices as it concerns your data and information.]]

Business Transfers: As we develop our business, we might sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, personally identifiable information may be part of the transferred assets. You acknowledge that such transfers may occur, and that any acquirer or successor of LeadsToday may continue to use your information as set forth in this policy.

Related Companies: We may also share your personally identifiable information with any entity that is affiliated with us for purposes consistent with this Privacy Policy.

Agents, Consultants and Related Third Parties: LeadsToday, like many businesses, sometimes uses other companies to perform certain business-related functions. Examples of such functions include mailing information, maintaining databases and processing payments. When we employ another company to perform a function of this nature, we only provide them with the information that they need to perform their specific function.

Legal Requirements and Other Circumstances: LeadsToday may disclose your personally identifiable information if required to do so by law or in the good faith belief that such action is necessary to (i) comply with a legal obligation, (ii) protect and defend the rights or property of LeadsToday, (iii) act in urgent circumstances to protect the personal safety of users of the LeadsToday website or services or the public, or (iv) protect against legal liability.

Access

In the event that you have volunteered personally identifiable information, you may correct or amend that information by editing your account profile or email us at [info@LeadsToday.com](mailto:info@LeadsToday.com)

#### The Security of Your Information

We will take reasonable precautions to protect personally identifiable information in our possession from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. We follow generally accepted industry standards to protect the personally identifiable information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet or method of electronic storage is, however, 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personally identifiable information, we cannot guarantee its absolute security.

#### Children

LeadsToday is not intended for or directed to persons under the age of 13. Any person who provides their information to LeadsToday represents to us that they are 13 years of age or older.

#### Cookies

Cookies are small text files stored by your browser in your computer when you visit our website. Cookies permit us to recognize users and avoid repetitive requests for the same information. Most browsers will accept cookies until you change your browser settings to refuse them. This privacy statement covers the use of cookies by LeadsToday and does not cover the use of cookies by any other third party.

#### Forums and Comments

If you use the forum or post comments on this website, you should be aware that any personally identifiable information you submit there can be read, collected, or used by other users of these forums, and could be used to send you unsolicited messages. LeadsToday is not responsible for any personally identifiable information you choose to submit in that context or anything arising from such submissions.

#### Links to Other Sites

This website may contain links to other sites that are not owned or controlled by us. Please be aware that LeadsToday is not responsible for the privacy policies of such other sites. We encourage you to be aware when you leave our site and to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies only to information collected by this website.

#### Your Consent To This Privacy Policy

By using LeadsToday, you agree to this Privacy Policy. This is our entire and exclusive Privacy Policy and it supersedes any earlier version. Our Terms of Service take precedence over any conflicting Privacy Policy provision. We may change this Privacy Policy at any time by posting a new version of this Privacy Policy on this website, which it is your responsibility to review. We encourage you to periodically review this Privacy Policy to stay informed about how we are protecting the personally identifiable information we collect. Your continued use of this website or LeadsToday's services constitutes your agreement to this Privacy Policy and any updates.

#### Legal Disclaimer



LeadsToday operates "AS-IS" and "AS-AVAILABLE," without liability of any kind. LeadsToday is not responsible for events beyond our direct control.

Contacting LeadsToday

If you believe that LeadsToday has not adhered to this Privacy Policy, please contact us by email at [info@LeadsToday.com](mailto:info@LeadsToday.com) or by postal mail at LeadsToday LLC, 848 North Rainbow Blvd #3111, Las Vegas, NV 89107 and we will use commercially reasonable efforts to remedy the problem.

Last Updated July 23, 2015

## CLIENT ACTION DISCLAIMERS

### Terms of Service

In order to proceed, you must agree to the following Terms of Service.

You acknowledge that LeadsToday is merely a service provider, and as such, LeadsToday is not liable for any calls initiated or voice/text messages sent by You using the Services.

You represent and warrant that Your use of this service is in compliance with all applicable local, state and federal laws, ordinances, regulations and guidelines, including, without limitation, those pertaining to TCPA, Do-Not-Call, prerecorded/artificial voice calls, automatic dialing, text messaging, and telemarketer registration. You are solely responsible for ensuring that you adhere to all requirements as required in your locality.

You represent and warrant that you have obtained all necessary consents required to call or send a voice/text message to the contacts you select.

You assume all legal risk for placing/receiving any calls and sending any voice/text messages using the dialer.

You agree to defend, indemnify and hold harmless LeadsToday and its business or technology partners, underlying technology creators, third-party suppliers, operators and providers, licensors, officers, directors, shareholders, employees, distributors, resellers, affiliates, and agents from and against any damages, losses, liabilities, judgments, fines, settlements, and expenses (including, without limitation, costs and reasonable attorneys' fees) arising out of or in connection with Your use of LeadsToday's Services. This indemnification obligation shall survive the termination of your relationship with LeadsToday.

Please confirm that:

You have read and agree to the Terms of Service.  
You have the legal right to use the dialer to call, send text messages, or leave voice messages for the contacts you have selected.  
You assume all legal risk for using the dialer.

Cancel