



Aged Lead Purchase Agreement

The terms and conditions ("terms") herein are a legal, binding agreement between Agent Autopilot/Calendar Leads and you, receiving the services from us or via our site ("Agent" or "you"). Your acceptance of the terms here is required for your use of the site and any of our services, and to our provision of leads to you. By clicking "Accept", which represents your electronic signature on the terms, you accept these terms. You accept that your interaction with the website and each request you make for our services is subject to the terms here. If you disagree with any of the terms here, don't use our services.

Leads Purchase

You agree to purchase leads in line with the guidelines here. A lead will contain information that has been provided by a person as well as certain lead contact information as available unless otherwise agreed by you and us in writing, such as: (a) first and last name, (b) phone number, (c) email address, and (d) mailing address. Calendar Leads doesn't guarantee the quality or adequacy of the leads that offered to you.

You'll be charged for the leads based on the price stated at the time of the purchase, and fees may differ from purchase to purchase at any time. We do our best to deliver leads between 24 – 72 hours but may take up to 10 days to deliver an order. However, in some cases, orders can experience slight delays owing to daily supply and demand market conditions on the Social media platforms we advertise on. In such a rare case, you will be notified and your leads will be delivered in a timely manner.

Purchases of leads are not cancellable, and there is no refund on fees paid. You're not authorized to use any services that are not paid fully for.

Authorized Use and Purpose of Leads

You're allowed to use the leads provided by us exclusively for your internal marketing purposes in the specific vertical to the consumers. You may not use the lead for purposes other than those that the consumer has expressly inquired about, or of third parties. Agents can't redistribute or sell our leads.

Leads are confidential information of Calendar Leads. You agree to not share with others, distribute, license, sell, resell or otherwise disclose any of the leads or the information included in them, to any third party for any purpose, unless only to an entity employed by you as a contractor for the main purpose of assisting you under the terms here as well as in accordance with the authorized use of the leads by you. When leads are generated, we don't guarantee any certain results. A lead is a prospect, so don't regard it as a guaranteed sale. All leads delivered over 50 miles are replaced.

Service Usage

It is solely your responsibility to know about all laws, rules, and regulations applicable to the access, use, storage and security of data identifying consumers that we offer to you, and to act in line with them. You agree that you'll maintain commercially reasonable physical, electronic and procedural controls, care and protection to protect any such consumer information received under the terms herein from any unauthorized use or disclosure, including the maintenance of proper security to limit access to the consumer data solely to carry out the purposes for which such information was disclosed.

Warranties & Disclaimer

As an Agent, you warrant and represent that:

- the use of the leads and any interactions with and information provided to consumers will be in compliance with all applicable federal, state and local laws, statutes, rules and regulations, governing the marketing, sales, and/or promotion of goods and/or services, including with no limitation to the general consumer protection laws and regulations, or any other consumer protection laws that hinder unfair or misleading acts or practices;
- without restraining the foregoing, you'll make no calls to any person on any federal or state national Do-Not-Call (DNC) registry in the exception of an exemption;
- you'll use no lead information for the purpose of determining a person's eligibility for employment, credit or otherwise in any manner that violates the Fair Credit Reporting Act;

-you've disclosed the existence of any federal or state decrees, orders, or consent agreements, as well as any pending informal or formal government investigations. Also, you warrant that if you're involved or named in any kind of action, complaint, investigation or any other proceeding by or before any governmental or regulatory agency, or any private party, you'll provide immediate notice to Calendar Leads of any such action, complaint, investigation or any other proceeding; and

-you'll make sure that your agents, employees, as well as contractors, comply with all the above.

The leads services and the site are provided "as is", "where is". Neither party makes any sort of warranties to the other. Also, all statutory, implied or other warranties are disclaimed to the highest extent permitted by law, including with no limitation to any warranties of merchantability, fitness for a purpose, non-infringement, compliance with relevant laws, title, or while dealing or trading. We don't guarantee in any way that any information provided by the consumer will be correct or complete, or that the results will be realized from the leads, including any customer conversion rates.

You understand that leads and contact information gathered has not been screened or validated by us, and aren't guaranteed to be accurate or error-free and all risks of condition, design, use, fitness, or quality are completely yours.

Changes

Calendar Leads retains the right, based on sole discretion, to modify any part of this Agreement. It is totally your responsible to check this Agreement periodically for changes. Your continued usage of the site following the posting of any changes to this Agreement suggests an acceptance of those changes. Also, Calendar Leads may, in the future, provide new services and/or features via the site (including, the release of new tools as well as resources). Any new features or/and services shall be subject to the Terms of this Agreement.

Termination

Calendar Leads may terminate your access to all or any part of the site at any time, with or without cause, with or without notice. If you decide to terminate this Agreement or your account, you may simply discontinue using the site. Notwithstanding the foregoing, if you have an account, such account can only be terminated by Calendar Leads if you materially breach this Agreement and fail to cure such breach within thirty (30) days of Calendar Leads's notice to you thereof; provided that, Calendar Leads can cease the site at any time as part of a general shut down of our service.

Disclaimer of Warranties

The site is provided 'as is'. Calendar Leads and its suppliers, licensors and affiliate companies hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Calendar Leads nor its suppliers and licensors make any warranty that the site will be error-free or that access to it will be continuous or uninterrupted. You acknowledge that you download from, or otherwise acquire content or services via, the site at your own discretion and risk.

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

The parties hereby submit the following dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Procedures [the clause may also provide for the qualifications of the mediator(s), the method for allocating fees and expenses, the locale of meetings, time limits, or any other item of concern to the parties].

Limitation of Liability

In no event will Calendar Leads, aged leads, or its licensors or suppliers, be liable regarding any subject matter of this agreement under any contract, tort, negligence, liability or other legal or equitable theory for: (i) any incidental, special, or consequential damages; (ii) the cost of acquisition or substitute products or/and services; (iii) for the interruption of usage or loss or the corruption of data; or (iv) for any amounts that raise the fees paid by you to Calendar Leads b under this agreement during the twelve (12) month period prior to the date the cause of the action accrues. Calendar Leads shall have no form of liability for any failure or delay owing to matters beyond its reasonable control. The foregoing may not apply to the extent prohibited by relevant law.

General Representation and Warranty

Each user represents and warrants that (i) your use of the site will be in strict accordance with the Calendar Leads Privacy Statement, with this Agreement as well as with all relevant laws and regulations (including any local laws or regulations in your country, state, city, or other governmental area, as regards online conduct and acceptable content, and including all relevant laws as regards the transmission of technical data exported from the U.S. or the

country in which you dwell) and (ii) your usage of the site won't infringe on the intellectual property rights of any third party.

Indemnification

You agree to indemnify and hold harmless Calendar Leads, Entourage Financial Group, Joshua Jones, Brandon Smotherman, Crossland Senior Services, its contractors, and its licensors, as well as their respective directors, employees, agents and officers from and against any claims and expenses, including attorneys' fees, resulting from your usage of the site, including from your violation this Agreement.

Miscellaneous

This Agreement constitutes the entire agreement between Calendar Leads and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Calendar Leads, or by the posting by Calendar Leads of a revised version.

At any time, the availability or amount of leads may change based on costs or availability. You opt in to allow us to email, call, or text, even using automated methods by making this purchase. The dominant party in any action or proceeding to implement this Agreement shall be entitled to any costs as well as attorneys' fees. If any area of this Agreement is deemed to be invalid or unenforceable, that area will be interpreted to reproduce the parties' original intent, and the remaining areas will remain in full force and effect. Any waiver by any party of any term of this Agreement or any violation thereof, in any one instance, will not waive such term or any subsequent violation thereof. You may assign your rights within this Agreement to any party that consents to be bound by, its terms; Calendar Leads may assign its rights within this Agreement without any condition. This Agreement will remain binding upon and will inure to the advantage of the parties, their successors as well as acceptable assigns.