

Lead Heroes

Terms of Service

1. General Terms and Conditions.

Lead Heroes, LLC ("Lead Heroes," "we" or "us") provides businesses and organizations with targeted, qualified leads as well as a variety of telemarketing products and services and related offerings, features and functionalities (individually, a "Product" and collectively, the "Products"). This website (including any related sub-site, service, feature or functionality) (the "Site") and the Products are provided subject to these Website and Product Terms and Conditions of Use, as they may be amended by us, and any guidelines, rules or operating policies that we may post on this website (collectively, the "Agreement"). We may amend this Agreement from time to time due to changes to the Site or the Products, to account for developments under the law, or for any other commercially reasonable reason. Future performance by us of our obligations under this Agreement is sufficient consideration for any such amendment. Any amendment will only become effective upon notification to you (by email or by posting on our Site) and, if you do not want to agree to any such amendment, you should stop using the Site and the Products and contact us to cancel your account. By checking the box or clicking the button next to a link to these terms on any of our sign-up pages, by logging in to your Lead Heroes account, by accessing the Site or by accessing any of the Products (including by means of any API interface), you accept this Agreement on behalf of yourself and any business or organization you represent (collectively, "you"). If you are using the Site or the Products on behalf of an organization, you represent and warrant that you have the ability to bind such organization by your use of the Site and the Products. Any terms and conditions that may be contained in any acknowledgement, invoice, purchase order or other form you provide are specifically null and void.

Service Agreement. Individual purchases of Services or Products shall be made through a separate "Service Agreement" which includes additional terms controlling the specific transaction. In any conflict in terms between the Service Agreement and the Terms of Service, the Service Agreement shall control.

2. Copyright and Trademark Information.

The Site and the information it contains, are the property of Lead Heroes and, in some cases, its affiliates and licensors, and are protected by United States and international intellectual property laws. "Lead Heroes," the Lead Heroes logo, are registered trademarks or trademarks of Lead Heroes in the United States. This is not intended as a complete list of our trademarks and other Lead Heroes product or service names or logos appearing in the Site may be trademarks of Lead Heroes or its affiliates.

3. Payment; Taxes.

- 3.1 Payment for the Products will be made in advance by a payment method accepted by us. Checks (including e-checks or those sent by mail) will be accepted for prepayments of at least six months. Fees are only payable in United State Dollars.

3.2 You agree to be responsible for and to pay any sales, personal property, use, VAT, excise, withholding, or any other taxes that may be imposed, based on this Agreement or the products you receive.

4. Access and Use of the Site and the Products.

4.1 Compliance and Lawful Use. You are solely responsible for ensuring that your use of all provided leads are in compliance with the all applicable Federal, state and local laws in all relevant jurisdictions. It is your obligation under this agreement to ensure your use of all provided leads is lawful. Any unlawful use is a material breach of this agreement.

4.2 Restrictions on Use. We prohibit the use of the Site or the Products by any person or organization that violates our permitted uses. You agree to comply with the following in connection with your use of the Site and the Products:

- You may not access or use the Site or the Products in a way that uses technology or other means to access, index, re-render, frame, mirror, truncate, add to, inject, filter or link to the Site or the Products that is not authorized by us (including by removing, disabling, bypassing, or circumventing any content protection or access control mechanisms intended to prevent the unauthorized use, download, linking, framing, reproduction, access to, or distribution of the Site or the Products).
- You shall not use the Site, the Products or any Software for timesharing or service-bureau purposes or otherwise for the benefit of a third party.
- You may not use any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Site or the Products for any unauthorized purpose.
- You may not use the Site or the Products in a way that, to be determined in our sole discretion, damages, disables, overburdens, impairs, or gains unauthorized access to the Site or the Products, including Lead Heroes's servers, computer network, or user accounts.
- You may not use the Site or the Products in a way that removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Site or the Products.
- You may not copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work, or otherwise use the content of the Site or the Products for public or commercial purposes without our express written permission.
- You shall not interfere with or disrupt the Site or any related Lead Heroes websites or servers or networks connected to the Site or the Products.
- You shall not restrict or inhibit any other user from enjoying and using the Site or the Products.
- You shall not use the Site or the Products in violation of applicable law or third party rights (including third party terms of service), and shall not use the Site or the Products for hosting content (for example, images and documents) that infringes on the intellectual property rights of others.

5. Indemnification.

You hereby agree to defend, indemnify and hold harmless us, our affiliates and our underlying service providers (i.e. vendors who help us provide the Products), business partners, third-party suppliers and providers, licensors, distributors and agents and our and their respective officers, directors, employees, distributors and agents from and against any claims, damages, suits, actions, demands, proceedings (whether legal or administrative), losses, liabilities, penalties, settlements and expenses (including costs and reasonable attorneys' fees) in connection with any claim or action that arises from any actual or alleged breach by you of this Agreement; arises from your use of any products, including claims relating to violations of law, false advertising, injuries, illness, damages, death, taxes, fulfillment, breach of Offer Terms, defective products or services; or otherwise arises from or relates to your use of the Site or the Products. You agree to provide us with prompt written notice in the event of any such claims or actions. In addition, you acknowledge and agree that we have the right to seek damages when you use the Site or the Products for unlawful purposes, in an unlawful manner, or in a manner inconsistent with the terms of this Agreement, and that such damages may include, without limitation, direct, indirect, special, incidental, cover, reliance and/or consequential damages. In the event that we are required to respond to a third party or law enforcement subpoena or court order that is related to your use of the Site or the Products, we may, in our sole discretion, require you to reimburse us for our reasonable expenses associated with complying with such subpoena or order.

6. Warranty Disclaimer; Remedies; Release.

YOU EXPRESSLY AGREE THAT THE SITE AND THE PRODUCTS (INCLUDING ANY CUSTOM SERVICES OFFERINGS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SITE OR THE PRODUCTS AND ANY RELIANCE BY YOU UPON THE SITE OR THE PRODUCTS, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. WE DO NOT WARRANT THAT THE USE OF THE SITE OR THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR COMPLETELY SECURE, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SAME. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. NO STATEMENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US IN ANY MEANS OR FASHION SHALL CREATE ANY WARRANTY NOT EXPRESSLY AND EXPLICITLY SET FORTH IN THIS AGREEMENT.

WE SHALL HAVE NO LIABILITY OF ANY NATURE WHATSOEVER FOR YOUR COMPLIANCE WITH OR BREACH OF ANY LICENSE OR TERMS AND CONDITIONS OF ANY THIRD PARTIES OR THIRD PARTY SERVICES.

NO CLAIM MAY BE ASSERTED BY YOU AGAINST US MORE THAN 12 MONTHS AFTER THE DATE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NONPERFORMANCE OF THE SITE OR THE PRODUCTS SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO ADJUST OR REPAIR THE SITE OR THE PRODUCTS.

TO THE EXTENT APPLICABLE LAW PERMITS, YOU RELEASE US FROM ANY CLAIMS OR LIABILITY RELATED TO (a) ANY CONTENT POSTED ON YOUR SITE OR IN ANY MATERIALS YOU SEND USING THE SITE OR THE

PRODUCTS, (b) THE CONDUCT OF ANY OTHER CUSTOMERS OF OURS OR THEIR RESPECTIVE SUBSCRIBERS AND (c) ANY PROBLEMS THAT MAY ARISE FROM ANY REMOTE ACCESS TO YOUR COMPUTERS OR OTHER SYSTEMS YOU PROVIDE TO OUR PERSONNEL OR AGENTS FOR THE PURPOSE OF TROUBLESHOOTING ISSUES. YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 (IF YOU ARE A CALIFORNIA RESIDENT), AND ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION (IF YOU ARE A RESIDENT OF SUCH JURISDICTION).

7. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL LEAD HEROES OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, THIRD PARTY SUPPLIERS AND PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, DISTRIBUTORS OR AGENTS (COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "LEAD HEROES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF LEAD HEROES SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE MAXIMUM AGGREGATE LIABILITY OF LEAD HEROES TO YOU ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE APPLICABLE PRODUCT IN THE 6 MONTHS PRIOR TO THE ACCRUAL OF THE APPLICABLE CLAIM, LESS ANY DAMAGES PREVIOUSLY PAID BY LEAD HEROES TO YOU IN THAT 6 MONTH PERIOD. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

You agree that Lead Heroes has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that they reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that they form an essential basis of the bargain between the parties.

8. Username and Password.

You are responsible for maintaining the security of your Lead Heroes account, passwords and files (including the passwords and files that your Authorized Users, if any, have access to) and any Accounts. We will accept the instructions of any individual who claims to be authorized to direct changes to your Lead Heroes account so long as such person presents the Account Owner username and password or provides other appropriate account identifying information, as determined by us in our sole discretion, by email or by phone, or through a Third Party Service, if any, through which you access the Site or the Products. We have no knowledge of your organizational structure, if you are registering for the Products as an organization, or your personal relationships, if you are a person. You will be solely responsible and liable for any activity that occurs under your username and the activities of your Authorized Users, if any, and we shall not be responsible for the actions of any individuals who misuse or misappropriate your contact lists or other assets using your username and password or other appropriate account identifying information. You agree to notify us immediately of any unauthorized use of your Lead Heroes account or any other breach of security.

THIS AGREEMENT INCLUDES MANDATORY ARBITRATION.

9. Dispute Resolution Process.
 - 9.1 The terms of this dispute resolution process are binding and are the Parties' exclusive process for handling or adjudicating disputes.
 - 9.2 Notice of Dispute. If You believe You have a claim or dispute with Lead Heroes, You must notify Lead Heroes of the existence and basis of the dispute via email sent to **[leads@leadheroes.com]**. Lead Heroes will notify you of any dispute at the most recent confirmed email address on record. Notice must be sent to the other party at least 30 days before any additional steps or actions are taken related to the disputes.
 - 9.3 Cancelled Payments, Chargebacks, Disputed Charges. You expressly agree that You will not attempt to cancel, dispute or chargeback any payments made to Lead Heroes. Any efforts to do so are a direct and material breach of this agreement and will cause Lead Heroes monetary and reputational damages.
 - 9.4 Settlement Negotiations. After notifying the other party of a dispute, the parties shall engage in good faith negotiations. After 30 days from the date of notice of dispute, either party may choose to initiate the Arbitration process.
 - 9.5 Arbitration. Any dispute, claim or controversy arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by FairClaims (www.fairclaims.com) in accordance with its Arbitration Rules & Procedures effective at the time a claim is made, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
 - 9.6 The Parties consent to electronic service of process via email, with service to be made upon Lead Heroes to **[leads@leadheroes.com]** and upon You at the at the most recent confirmed email address on record. The Parties agree that, in the event of confirmation and enforcement, the delinquent party will be responsible for any attorney, court or other fees associated with such action. The parties agree to split all FairClaims fees evenly.
 - 9.7 Attorney Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

10. Miscellaneous.
 - 10.1 Full Force and Effect. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
 - 10.2 Entire Agreement. We and you agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing (including email) expressly agreed to by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.
 - 10.3 Assignment. You may not assign any of your rights hereunder. We may assign all rights to any other individual or entity in our sole discretion.
 - 10.4 Further Assurances. You agree to execute any and all documents and take any other actions reasonably required to effectuate the purposes of this Agreement.

- 10.5 Force Majeure. We are not liable for any default or delay in the performance of any of our obligations under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond our reasonable control, including fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for us to perform our obligations hereunder.
- 10.6 Third Party Beneficiaries. Lead Heroes' affiliates, underlying service providers, business partners, third-party suppliers and providers, account providers, licensors, officers, directors, employees, distributors and agents are expressly made third party beneficiaries of this Agreement. Except as set forth in the immediately preceding sentence, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective permitted successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.
- 10.7 Titles. The titles of the paragraphs of this Agreement are for convenience only and have no legal or contractual effect.
- 10.8 No Agency. Except as expressly set forth herein, no agency, partnership, joint venture, or employment is created as a result of this Agreement, and you do not have any authority of any kind to bind us in any respect whatsoever.
- 10.9 Governing Law and Legal Actions. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. All legal actions not controlled by the Arbitration clause in connection with the Agreement shall be brought in the state or federal courts located in Portland, Oregon.