

TERMS AND CONDITIONS In this agreement (“the Agreement”), the words “you” and “your” refer to the party utilizing the USA Home Listings (“UHL”) materials and/or services.

The purpose of the Agreement is to furnish proprietary marketing information to you obtained by UHL from public documents and other sources (“List & Subscription Service”), which you agree to use for your own lawful direct mail and telemarketing functions within the scope of your own professional activities pursuant to the terms and conditions set forth herein.

Limited License: Upon your acceptance of this Agreement and full and proper payment of all amounts due to UHL, UHL grants you a limited, non-exclusive, non-transferable license for a single (Monthly) use of the List & Subscription Service.

Auto Renewal: Subscriptions will automatically renew at the end of any term. Companies may opt out of this automatic renewal system at any time by updating their appropriate subscription through the Portal. Each renewal term will be for the period specified as follows:

1. **Listings Subscription:** Renewal and payment will occur 30 days after initial subscription purchase unless it is stopped prior to renewal date in the “Subscriptions” tab.

2. **Mailing:** Depending on the size selected, clients will be charged per postcard mailed. There is no minimum number of postcards that can be sent. Postcard pricing is inclusive of printing, first-class postage, and mailing. Each mailer is verified using CASS and NCOA software for accuracy. USA Home Listings is not responsible for returned mailers. Upon mailing completion, no refunds can be given. Majority of our returned mailers are based on addresses of people who have moved with no forwarding address or have no mail receptacle. USPS mail forwarding usually lasts 12 months before they stop forwarding mail. Upon mailing completion, no refunds can be given.
 - A. **Post Office Delivery Times:** The delivery date given is approximate based on the normal turnaround time. UHL is not responsible for delays caused by the USPS and our responsibility ends when the job is delivered to the Post Office. Under no circumstances is a refund or credit issued for the cost of postage after the product has been dropped at the Post Office.

3. **Postcard Design:** Each postcard design is valued at \$199.00. Up to 10 revisions are available until the postcard design is approved by the client. The client owns the design once it is approved, and no further changes can be made. For new design revisions, the client will need to purchase another postcard design at the price point of \$199.
 - B. **Production Schedule & Turnaround Time:** Delivery schedules, turnaround times, and other similar terms used by UHL merely reflect the average completion time of similar orders and will be affected by run lengths, special customer requirements, workloads, holidays or equipment breakdown. It is not contractual unless agreed in writing. In

accordance with our standard procedure, the initial proof of our postcard design is typically delivered within a timeframe of 5 business days.

4. Digital Marketing:

- a. Digital Targeting – Client's credits will automatically renew when any of the following occur: i. Credits available fall below 10% of credits purchased based on the tier they purchase ii. Any daily campaign recipient total is greater than available credits
- b. Retargeting -Automatic renewal will occur after the minimum 3 months from initial purchase unless it has been stopped in advance prior to the new renewal date in the Digital Marketing Dashboard.
- c. Social Posting -Automatic renewal will occur monthly from initial purchase unless it has been stopped in advance prior to the new renewal date in the Digital Marketing Dashboard.

5. Pricing of Products & Services: USA Home Listings Reserves the right to change prices/fees at any time and will notify clients by email at least 7 days prior to any price change. If the client does not agree to the price change, the client must cancel and stop using the services before the price change takes effect. It is the client's responsibility to make sure their contact information is accurate and up to date for said notifications.

Your Responsibilities: You agree at all times to maintain the confidentiality of all information received under the List & Subscription Service. You further agree not to re-use, sell, lease, reproduce, store or otherwise disclose, in any form in whole or part, the information received under the List & Subscription Service, or permit a third party, agent, employee or contractor and their agents to do any of the foregoing without the prior written consent of UHL. You shall not name UHL or refer to the use of the UHL list & Subscription Service in any advertisements, promotional or marketing materials.

General Refunds:

I acknowledge that UHL cannot refund for services that have been approved for delivery. Once you have sent approval for a specific product the money paid for those services gets fully allocated and the product can no longer be altered, canceled or refunded. In some cases, even if no approval has been given, UHL reserves the right to offer a credit on account or partial refund if costs have been incurred. No refunds can be issued after 1 calendar year from the original charge. Please contact your Campaign Coordinator with any questions or concerns.

Furthermore, UHL and its data supplier(s) shall not be liable for any damages of any kind arising from unavailability, inaccuracies, errors, omissions, miscalculations, or misrepresentations of value, nor does UHL or its data supplier(s) guarantee the success or response that you may desire from the List & Subscription Service. As such, you hereby absolve and fully release UHL, its data supplier(s), agents, employees and representatives from any and all cost, loss, damage, expense, liability and causes of action whether foreseeable or not, or from any other cause whatsoever, that you may suffer arising from your use of the List & Subscription Service. In

addition, you hereby agree to indemnify, defend, protect and hold UHL, its data supplier(s), agents, employees and representatives, harmless from and against any loss, cost, damage, liability, claim, action or cause of action of any third party, whether foreseeable or not, (including attorney's fees and costs) which relate directly or indirectly to your use of the List & Subscription Service. You acknowledge that certain laws have been enacted which place restrictions upon telemarketing, faxing and emailing activities and that it is your sole responsibility to understand and comply with those laws.

Limitation of Liability: UHL AND/OR IT'S DATA SUPPLIER(S) DO NOT GUARANTEE THE AVAILABILITY OR ACCURACY OF THE DATA FURNISHED TO YOU, NOR DOES UHL OR IT'S DATA SUPPLIER(S) MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. General Provisions: This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Georgia, without regard to any conflicts of law principles. In addition, any action relating to any provision of this Agreement or your use of the List & Subscription Service shall be brought within the jurisdiction and venue of the courts located within Cobb County, Georgia. UHL may assign any of its rights or delegate any of its duties hereunder. You may not transfer or assign this Agreement without UHL's prior written consent. This Agreement contains all the agreements and understandings of the parties hereto. UHL has not made, and you are not relying upon, any warranties, representations, promises or statements made by UHL, except as expressly set forth herein. This Agreement supersedes any and all prior agreements and understandings, oral or written, between UHL and you and alone expresses the agreement of the parties hereto. In the event any provision of this Agreement is found to be unenforceable, the remainder of this Agreement shall not be affected. Furthermore, this Agreement may not be altered, changed or amended except by an instrument in writing executed by both parties hereto. Notwithstanding, UHL may, at any time, revise the form and content of the Agreement by updating this posting.

Notices: All notices which UHL or you may desire to serve on the other may be served personally, or by registered or certified mail, return receipt requested, postage prepaid, addressed to UHL at 1055 Coleridge Way, Suwanee, Georgia, 30024 and upon you at the address you have provided to UHL.