



'It's all about Him'

DATA PURCHASE/LICENSING AGREEMENT

This Data Purchase/Licensing Agreement ("Agreement") is entered into between Deal Direct LLC, a Virginia based LLC ("Seller") and you ("Buyer") and is effective as of this day of signature ("Effective Date"). Please sign below and return prior to making any new lead or data purchases. The parties agree as follows:

Background: Seller provides lead feeds from third party generators and sells a portion or all of the leads to Buyer for a monthly fee. Buyer wishes to purchase all or a portion of the leads from Seller for Buyer's non-exclusive use in order to validate, update, and/or add records to Buyer's files and products. The term "Leads" as used herein shall mean the aggregation of all the Data Records furnished by Seller to Buyer. Nothing herein shall restrict Buyer from using Leads as part of Buyer's products and services as long as the data is only used to validate, update, and/or add records to Buyer's files and products.

The buyer is responsible for all DNC filtering, data cleaning, data formatting, being can-spam compliant and following all laws for each channel marketed to. Seller and its associates are not responsible for any liabilities or lawsuits that might result from buyer's marketing strategies. To Seller's knowledge, all leads provided from the many lead aggregators the Seller works with are single opt-in approved by the privacy policies of each source website. Buyer shall not distribute any Campaigns that contain or promote, or link to material that contain or promote: (i) alcohol, tobacco, prescription drugs, or any illegal substance; (ii) obscene or pornographic content; (iii) expletives or inappropriate language; (iv) racism or racial hate; (v) gambling, or lotteries; (vi) firearms or fireworks; (vii) any product or service that is illegal for a minor to purchase, obtain or possess; and/or (viii) unlawful content or illegal activity, including without limitation mail fraud, illegal advice, infringement of intellectual property or privacy rights, export violations, viruses, worms, or any fraudulent or unlawful activity, goods, services, schemes, hypnosis or other promotions. Only clear and legible printing and signatures will be accepted. Buyer must abide by the new TCPA law effective October 16, 2013, part of which states that any telemarketing done must be manually dialed with no pre-recorded message. Established business relationships are no longer an exception. If telemarketing, please refer to the TCPA law to make sure you're complaint as we are not liable for your marketing.

1. Purchase Price, and Term and Payment Terms. The purchase price shall be a negotiated licensing fee, and the term shall be month-to-month. Seller is not in any way liable for Buyer's usage of the leads or for the leads themselves as they are generated by 3rd party lead aggregators. Any reports of illegally generated leads by lead aggregators the Seller uses will result in immediate cancellation of its relationship with that lead aggregator.

2. Data Transfer Procedures and Payment Procedures:

2.1. Seller shall provide a download link to access the feeds (or work out another arrangement) to Buyer no more than two (2) days after receiving payment.

3. Seller's Representations, Warranties, and Covenants: Seller represents, warrants, and covenants to Buyer that:

- 3.1. Seller or its associates have full right, title, and interest in the Leads according to its lead aggregators. Upon Seller's transfer of the Leads to Buyer, Buyer will acquire full ownership (a copy).
- 3.2. Seller represents, warrants and covenants to Buyer that; it has full power and authority to enter into this Agreement; the execution, delivery and performance by Seller of this Agreement will not violate any law, statute or other governmental regulations, nor conflict with any other agreement to which Seller is legally bound.
- 3.3. This Agreement constitutes the valid, legal, and binding obligation of Seller, enforceable in accordance with its terms. Seller has all required power and authority to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by Seller (1) will not conflict with any agreement, order, or judgment by which Seller is bound, and (2) will not require any consent or approval of any third party.
- 3.4. Seller has the right, under its agreements with Individuals and any privacy policies or statements pertaining to the Leads, to provide promotional offers to the Individuals and to transfer the Leads to Buyer. The Seller's policies and/or statements concerning privacy were posted on Seller's web site or a web site of one of its Affiliates and were in effect at the time the information in the Data Records was gathered from individuals. To the best of Seller's knowledge, each Lead accurately reflects a real living person who opted to receive third party offers, and the information in the Lead is not false or fraudulent.

4. Buyer's Representations, Warranties and Covenants. (a) Buyer's use of the Net Database will comply with all applicable United States laws, statutes or governmental regulations governing such use, including without limitation, the Fair Credit Reporting Act and the Children's Online Privacy Protection Act or not contain any content, which is illegal in the United States.
5. Indemnity. Each party shall indemnify, defend, and hold harmless the other and all respective officers, directors, employees, agents, and affiliates (the "Indemnified Party") against any losses, liabilities, claims, costs, and expenses, including attorney fees, that Indemnified Parties may incur or suffer by reason of (1) any liability, obligation, or commitment arising from acts or omissions of the indemnifying party (the "Indemnifying Party"), or (2) any material breach of the Indemnifying Party's representations, warranties, covenants, and obligations herein; provided that (a) the Indemnified Party gives the Indemnifying Party prompt written notice of any such claim of which Indemnified Party has knowledge; and (b) the Indemnifying Party is given full control over the defense of such claim and receives the full cooperation of the Indemnified Party in the defense thereof.
6. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sent to the parties at the addresses below, or at such other addresses as the parties from time to time give written notice of to each other.
7. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST BUSINESS AND LOST PROFITS, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY.
8. With the exception of the indemnity provisions set forth in Background and Section 7, the liability of the parties to one another shall not exceed the Purchase Price paid by the Buyer to the Seller.
9. Miscellaneous:

- 9.1. Seller shall not assign any rights or obligations under this Agreement without Buyer's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, both written and oral, between the parties, with respect to its subject matter. This Agreement may not be amended or modified in any way except by a written instrument executed by both parties. Any waiver of any provisions of this Agreement must be in writing and signed by the party to be bound. The illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement. Sections 3,4,5,6,7,8 and 9 of this Agreement shall survive the transfer of the Database as contemplated herein. The parties will keep the existence and the terms of this Agreement confidential for two (2) years.
- 9.2. The parties are independent contractors. Nothing in this Agreement creates any partnership, agency, or employment relationship between the parties. Neither party shall have the right to act on behalf of or bind the other, and neither shall take any action that could lead a third party to believe it has the right to do so. There are no other intended third party beneficiaries of this Agreement.
- 9.3. All costs and expenses incurred in connection with this Agreement and any of the transactions contemplated hereby shall be borne and paid by the party incurring such costs and expenses, and no party shall be obligated for any cost or expense incurred by the other party. In the event any action or suit is brought by either party hereto, or such party's successors or assigns, to enforce any terms of this Agreement, the prevailing party in such action or suit shall be entitled to reasonable attorney fees both at trial and on appeal.
- 9.4. The parties jointly prepared this Agreement. This Agreement may be executed in two or more counterparts, which together shall constitute one agreement. A faxed signature hereto shall have the same legally binding effect as an original signature.

By signing this you agree to this entire agreement and realize that you are liable for what you do with the leads and you nor your affiliates can hold us liable for the leads as we are not the generators of these leads.

Terms and Conditions

All leads and databases are sold as is and all sales are final. Buyer agrees not to chargeback any funds paid to Seller for lead or data purchases for any reason.

By signing below the buyer is stating that they fully understand and agree to abide by the terms and conditions of this contract.

DATE: _____

COMPANY NAME: _____

SIGNATURE: _____