

## General Terms of Service

**IMPORTANT—READ CAREFULLY:** These Terms of Service for real.leads Services (these "Terms of Service") together constitute a legally binding agreement between you (an individual or corporate entity) and real.leads, Inc., a Kansas corporation, and its suppliers and its licensors (collectively "real.leads") with respect to a real.leads hosted web site, including all subpages under said web site (collectively, the "Site"). These Terms of Service apply to all variations and components of the service ("Basic Service", "Premier Service", or collectively the "real.leads Service" or "Services"). By clicking on the "Accept Terms & Save" button or otherwise using or accepting the Service you agree to be bound by the terms of these Terms of Service. If you do not agree to these Terms Of Service, do not click on the "Accept Terms & Save" button and do not use the Services. You agree that your use of the Service acknowledges that you have read these Terms of Service, understand them, and agree to be bound by these Terms of Service.

### Ownership of Services

real.leads, its affiliates and/or suppliers, are the exclusive owner of the Services and your use of the Services does not provide you any right or interest in any of real.leads' intellectual property including, but not limited to, common designs, layouts, content, program code, scripts, database structures, proprietary strategies and processes, and other intellectual property of real.leads (or its affiliates). You may copy and reuse content and/or graphics designed specifically for you by real.leads; provided, however, that all source files for such content and/or graphics remain the exclusive property of real.leads and such source files will not be provided to you or your representatives for copy, modification or reuse. A real.leads copyright mark will be placed on all publicly accessible web pages included in the Services.

The Service makes use of information provided in-part by 3rd party Multiple Listing Service (MLS) suppliers. Your use of the Services is subject to the terms and conditions set forth by each MLS supplier; in most cases, you must be an active member of the MLS in order to participate in MLS Data Services provided by the MLS and real.leads. You are also solely responsible for any fees charged by the MLS data supplier. real.leads and/or the MLS data supplier will make available to you all necessary documentation, contracts and fees required to participate in the MLS data services. real.leads is not responsible for the accuracy, completeness, functionality, usability, availability or merchantability of the MLS data services provided by 3rd party MLS data suppliers. The use of MLS data services is strictly at your own risk, and you agree to indemnify and hold real.leads harmless from any fines or other liability you may incur through your relationship with any such 3rd party MLS data supplier to which you may have contractual membership obligations.

### Billing & Payment

You must provide real.leads with a valid credit card in order to activate and access your account. You authorize real.leads to automatically charge your credit card for all services that you (and/or your representatives) request. At any time, you can request a statement for all payments processed against your credit card by email and/or fax. You agree to keep your credit card information accurate and up-to-date, and to provide real.leads with a new valid account number if your old card expires, is deactivated or does not have sufficient credit available to pay your fees. real.leads reserves the right to place your account on hold, suspend your services and/or terminate this agreement if you are overdue in paying us any amounts due for services you request.

In the event that real.leads places a valid charge on your card, and you initiate a dispute against that charge with your card issuer, or the charge is declined for any reason that arises directly or indirectly from your actions or inactions, including insufficient credit to cover the charge, then you will be assessed, and you agree to pay, a **\$30.00 payment handling fee**, in addition to all other charges due on your account.

You agree to provide real.leads with complete and accurate billing and contact information. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, real.leads reserves the right to terminate your access to the Service in addition to any other legal remedies.

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. All payment obligations are non-cancelable and all amounts paid are non-refundable. real.leads reserves the right to modify its fees and charges and to introduce new charges at any time.

All fees are exclusive of any taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on real.leads' income. If you believe your bill is incorrect, you must contact us in writing within 60 days at the following address: real.leads, inc, Attn: Legal Dept., 13104 W. 125<sup>th</sup> Place, Overland Park, KS 66213.

Unless otherwise agreed to by real.leads, amounts will be billed in U.S. dollars.

## **Security**

Whenever you submit sensitive information to real.leads, every attempt is made to protect it from unwanted disclosure to third parties. Any online form that solicits sensitive information from you (such as credit card number) transmits that information securely, utilizing industry-standard encryption (SSL). In addition, real.leads has appropriate security measures in place in its physical facilities to protect against the loss, misuse, or alteration of information that has been collected from you.

## **Cancellation and Termination**

At any time, you may terminate your account with real.leads by providing written notice to real.leads at least fifteen (15) days prior to the end of your then current monthly, quarterly or annual billing period. If written notice is received at least fifteen (15) days prior to the end of your then current monthly, quarterly or annual billing period, your account will be billed for any outstanding service fees and then closed. Otherwise, your credit card will be charged for prepayment of the then next billing period. real.leads will terminate your services including any website hosting, domain name, email and other services provided to you by real.leads on the 1st day after the end of your then current monthly, quarterly or annual billing period. It is your responsibility to archive any information you are entitled to copy and reuse prior to deactivation; after your services are deactivated, you will not be able to access any information previously stored on and/or transmitted through the Services. No refunds will be provided for setup or other paid fees for any reason after you request and/or order services.

## **Restrictions**

You may not: (i) prepare derivative works based on the real.leads Service; (ii) reproduce the real.leads Service except as specifically provided in these Terms of Service; (iii) sell, assign, transfer, license, sublicense, publish, disclose, display, or otherwise make available the real.leads Service to any third parties or use the real.leads Service for any third party's data processing, computing, or other needs; (iv) modify, translate, reverse engineer, decompile, or disassemble any component of the real.leads Service, subject to applicable law to the contrary; or (v) remove any proprietary notices, labels, or other identifying marks on the Site. These Terms of Service shall not be interpreted as granting to you any license or right not expressly granted herein. This license is not a sale. All rights to the real.leads Service not expressly granted herein are reserved by real.leads.

You agree that you shall only use the real.leads Service in a manner that complies with all applicable laws and court orders in the jurisdictions in which you use the real.leads Service, including, but not limited to, applicable restrictions concerning privacy, copyright and other intellectual property rights.

You may not use the real.leads Service to upload, post, post links to, e-mail or otherwise transmit or make available: (i) any unsolicited or unauthorized advertising or promotional materials; or (ii) content which is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable.

You may not use the real.leads Service to solicit or collect any information from children under the age of 13.

## **Client Supplied Content**

You grant real.leads the right to store and/or transmit any information or content you provide through the Services and you agree to indemnify and hold real.leads harmless against any and all claims or causes of actions that may arise with respect to the information against real.leads (or its affiliates). You are solely responsible for obtaining any and all necessary consents and clearances required to lawfully make use of any and all intellectual property rights through the Services, including without limitation, clearance and/or consents in respect to your domain name(s). You agree that all information submitted to, stored or distributed by you in connection with the Services (i) shall not be false, inaccurate, fraudulent or misleading; (ii) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iii) shall not violate any law, statute, ordinance or regulation; (iv) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (v) shall not contain sexually explicit, obscene, or pornographic content; (vi) shall not contain speech or images that are offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise); (vii) shall not contain graphic violence; (viii) shall not contain politically insensitive or controversial issues (e.g., euthanasia, abortion, capital punishment), or other political content (e.g., lobbyists, PAC sites, political campaigns); (ix) shall not contain any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and (x) shall not create liability for real.leads or cause it to lose (in whole or in part) other customers of the Services of service providers or other suppliers.

Any content that you lawfully own, and provide to real.leads pursuant to this section, will remain your property, and real.leads will not transmit, distribute or disseminate it except as required to provide you the benefit of the Services.

At any time, up to 5 days following termination of your use of the Services, you may request an electronic copy of any and all content that either 1) you own and have provided real.leads pursuant to this section, or 2) has been collected for your exclusive use by real.leads, through your use of the Services.

## **Links**

The Services may include links to other World Wide Web sites or resources. Because real.leads has no control over such sites and resources, you acknowledge and agree that real.leads is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that real.leads shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## **Privacy of Information**

The information managed by real.leads on your behalf may include personal identity, contact information, organizational relationships and/or sensitive financial data. This information is protected and made available exclusively to the party to whom the information was intended. Real.leads does not compile, disclose or resell this information to a third party, nor provide direct or indirect access to this information to any third party except as may be explicitly requested by you.

## **User Identification And Authentication**

Many of the web accessible features of the Services require that the identity of a potential user be verified through a personal authentication process. Authentication information is exchanged only once per session, over an open (non-SSL) connection. Real.leads protects the personal credentials of all users against unauthorized access, in a manner that is consistent with general industry practices.

As a convenience, the Services may persist a user's credentials locally on their client computer system. Each user assumes the responsibility for the security and sensitivity of that information. It is not encrypted and can be made visible to others who have access to that computer system.

In addition, interacting with the Services using a Web browser requires that an anonymous identifier be temporarily recorded on the user's computer (as a cookie), so as to allow us to maintain consistency of data within the user's session. Real.leads makes no other use of this information.

## **User Activity Tracking**

Anytime someone attempts to view or interact with any interface of the Services (including web page visits, opening or interacting with e-mail messages, uploading or downloading files), information may be captured that is used to facilitate many of the automated features of the Services and to provide a measure of the interest and attention generated by the individuals that interact with our clients' applications. This tracking data is made available to our clients in a variety of forms. In addition, Real.leads may share this information with third parties, but in summary form only.

## **Information Collection and Use**

By using the Services, you authorize real.leads to access data stored on or transmitted through the Services to conduct research, improve the Services and provide anonymous reporting for internal and external clients.

## **Authorship Mark and Client References**

You agree that real.leads can place a reasonably sized and positioned logo and/or text link on website pages included in the Services. You also agree that real.leads may reference its relationship with you for marketing purposes.

## **WARRANTY**

**THE SERVICES AND ALL INFORMATION PROVIDED BY REAL.LEADS IN CONNECTION WITH THE SERVICES IS PROVIDED TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTY, OR REPRESENTATION, WHETHER ORAL OR IN WRITING, AND YOU ACCEPT THE SOFTWARE, AS CUSTOMIZED FOR YOUR SITE, AT YOUR OWN RISK.**

## **Limitation of Liability**

In no event shall real.leads or any of its affiliated or related parties be liable for any damages nor shall any user hold real.leads or any of its affiliated or related parties liable resulting from the use of or inability to use the Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not real.leads is advised of the possibility of such damages. The sole and exclusive remedy for dissatisfaction with the Services will be to stop using the Services. Any claims arising in connection with your use of the Services must be brought within one (1) year of the date of the event giving rise to such action occurred.

## **Indemnification**

You hereby agree to indemnify and hold real.leads and its affiliates and related parties, harmless against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to your use of the Services or any breach or violation of this agreement.

### **Modifications to This Agreement**

real.leads may modify this agreement at any time. Any modification is effective upon the posting of same by real.leads on its website. real.leads may also notify you of any modifications by email and/or faxed correspondence to you.

### **Entire Agreement**

This agreement constitutes the entire agreement between you and real.leads relating to the access and use of the Services. This agreement may not be modified, in whole or in part, except as described elsewhere in this agreement. Anything contained on the service inconsistent with or conflicting with the terms of this agreement is superseded by the terms of this agreement.

### **Assignment**

The right to receive the Services is personal to you and you may not transfer by assignment, sublicense, or any other method the service to any other person or entity. You agree that this agreement may be automatically assigned by real.leads to any third party, in real.leads' sole discretion and without notice.

### **Waiver**

real.leads' failure to act with respect to a breach by you or others of this agreement does not waive real.leads' right to act with respect to subsequent or similar breaches.

### **Representation**

**YOU HEREBY REPRESENT TO REAL.LEADS THAT YOU ARE AT LEAST 18 YEARS OLD AND ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT. YOU ARE ALSO REPRESENTING THAT YOU ARE ENTERING INTO THIS AGREEMENT ON YOUR OWN BEHALF, HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF ENTERING INTO THIS AGREEMENT, ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. AT ANY TIME UPON REQUEST BY REAL.LEADS, YOU AGREE TO SIGN A NON-ELECTRONIC VERSION OF THIS AGREEMENT, AND ANY OTHER AGREEMENTS OR STATEMENTS REASONABLY NECESSARY FOR REAL.LEADS TO PROVIDE AND ACCOUNT FOR THE SERVICES.**

### **General**

real.leads is based in Olathe, Kansas, in the United States of America. real.leads makes no claims that the Services are appropriate or may be used or downloaded outside of the United States. Access to or use of the Services may not be legal by certain persons or in certain countries. If you access or use the Services from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

### **Conflict Resolution**

You agree that this agreement is governed by and shall be construed in all respects under the laws of the State of Kansas, exclusive of its choice of law or conflict of law provisions. In any claim or action by you directly or indirectly arising under this agreement or related to the Services, you and real.leads each irrevocably agree to submit to the exclusive personal jurisdiction of the Kansas state courts sitting in Johnson County, Kansas, and you and real.leads each waive any jurisdictional, venue, or inconvenient forum objections to such court.

If any of the provisions of this agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect.

### **Force Majeure**

Neither party will be deemed in breach of this agreement to the extent that performance of its obligations are delayed or prevented by reasons of force majeure, such as riots, acts of terrorism, fire, flood, earthquake, acts of government and the like, provided that such party gives the other party written notice thereof promptly and uses its best efforts to continue to perform its obligations.

**Contact Information**

All notices to real.leads under this agreement shall be in writing and delivered via e-mail to: [support@realleads.net](mailto:support@realleads.net). You may also mail written notices to:

real.leads, Inc.  
13104 W. 125<sup>th</sup> Place  
Overland Park, KS 66213

