

TERMS AND CONDITIONS

OVERVIEW

This website (the “Site”) is operated by Senior Supplemental Referral Services, LLC, an Idaho limited liability company, d/b/a Need-A-Lead (“Need-A-Lead”). Throughout the Site, the terms “we”, “us” and “our” refer to Need-A-Lead. Need-A-Lead offers this Site, including all information, tools and services available from on it to you, the user (the “User”) conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY GOVERN YOUR ACCESS TO AND USE OF THE SITE, OR PURCHASING ANY PRODUCT OR SERVICE (the “Services”) FROM IT. BY CLICKING "I ACCEPT" AT THE END OF THESE TERMS AND CONDITIONS OR BY INSTALLING, ACCESSING, OR USING ANY PART OF THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS SUCH THAT IT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT.

These Terms and Conditions shall also include any additional terms and conditions and policies referenced herein and/or available by hyperlink displayed in these Terms Conditions. These Terms and Conditions apply to all Users of the Site, including without limitation Users who are browsers, vendors, customers, merchants, and/or contributors of content. If you do not agree with the Terms and Conditions Service by clicking “I Accept” at the end of these Terms and Conditions, you are not granted permission to use the Site and should exit immediately.

Any new features or tools which are added to the current Site shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this Site. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

SECTION 1 – PROPRIETARY RIGHTS

All material contained in this Site is protected by law, including but not limited to, United States copyright law. Except as indicated, Need-A-Lead is the owner of the copyright in the entire content (including images, text and look and feel attributes) of the Site. Removing or altering the copyright notice on any material on the Site is prohibited. Need-A-Lead also owns a copyright in this Site as a collective work and/or compilation, and in the selection, coordination, arrangement, organization and enhancement of Site content. Except as indicated, Need-A-Lead owns all trademarks, service marks or other logos featured on the Site related to the Services. Use or misuse of these trademarks, service mark or logos is expressly prohibited and may violate

federal and state law. Please be advised that Need-A-Lead actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

SECTION 2 - ONLINE STORE TERMS

By agreeing to these Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms and Conditions will result in an immediate termination of any Services you receive from Need-A-Lead.

By downloading, accessing, or using the Site in order to view our information and materials or submit information of any kind, you will at all times, provide true, accurate, current, and complete information when submitting information or materials on the Site.

SECTION 3 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services or access to the Services or any contact on the Site through which the service is provided, without express written permission by us.

The headings used in these Terms and Conditions are included for convenience only and will not limit or otherwise affect the Terms and Conditions set forth herein.

SECTION 4 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this Site is not accurate, complete or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this Site is at your own risk.

This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

Nothing contained, expressed, or implied in this Site is intended as, nor shall be construed or understood as, legal advice, guidance, or interpretation. No attorney-client relationship is established between Need-A-Lead and you by reason of your use of this Site or under any circumstances whatever. The information in this Site is for general informational purposes only. If you have questions about any law, statute, regulation, or requirement expressly or implicitly referenced in this Site, you should contact your own legal counsel.

SECTION 5 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Services are subject to change without notice.

We reserve the right at any time to modify or discontinue any service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any service.

SECTION 6 - SERVICES (if applicable)

I agree to the Terms and Conditions and understand Need-A-Lead does not guarantee lead returns. A lead is an opportunity to sell a product and/or service to a third party and is not a guaranteed sale. I understand that once a lead order has been mailed to consumers on your request that Need-A-Lead will not refund any fees and charges paid for such lead order.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of Services pricing are subject to change at any time without notice, at the sole discretion of Need-A-Lead. We reserve the right to discontinue any Service at any time. Any offer for any Service made on this Site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in any service will be corrected.

SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with Need-A-Lead. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to

limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made through the Site and through electronic mail or telephone communication with Need-A-Lead. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

SECTION 9 - THIRD-PARTY LINKS

Certain content, products and services available via any of our Services may include materials from third-parties.

Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 10 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by

postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation: (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any rights of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party

SECTION 11 - PERSONAL INFORMATION

Your submission of personal information through the Site is governed by our Privacy Policy. To view our Privacy Policy click on the hyperlink.

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Site or in any Services offered through it that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in any service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in any service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in any service or on any related website has been modified or updated.

SECTION 13 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm,

defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of any service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of any service or any related website, other websites, or the Internet. We reserve the right to terminate your use of any service or any related website for violating any of the prohibited uses.

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

USE OF THIS SITE AND ANY OF THE SERVICES OR THE INABILITY TO USE SUCH SERVICES IS ENTIRELY AT YOUR OWN RISK. NEITHER NEED-A-LEAD NOR ITS AFFILIATES ARE RESPONSIBLE FOR THE CONSEQUENCES OF RELIANCE ON ANY INFORMATION CONTAINED IN OR SUBMITTED TO THE SITE, AND THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. THESE MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEED-A-LEAD SHALL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE THESE MATERIALS.

IN NO CASE SHALL NEED-A-LEAD, ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, VENDORS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATE, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF THE SERVICES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT (OR SERVICES) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICES ANY TIME, WITHOUT NOTICE TO YOU.

SECTION 15 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Need-A-Lead, its subsidiaries, affiliates, partners, members, directors, officers, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your use of the Site or breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 16 – SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 17 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms and Conditions for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our Services, or when you cease using our Site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate any agreement with you at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 18 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this Site or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

SECTION 19 - GOVERNING LAW; CHOICE OF VENUE; ATTORNEY'S FEES

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Idaho, without reference to its choice of law rules. By accessing, viewing, using the material or purchasing Services on the Site or through electronic mail or telephone communication, you consent to the jurisdiction of the federal and state courts presiding in Boise, Ada County, State of Idaho, and agree to accept service of process and hereby waive any and all jurisdictional and venue defenses otherwise available. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to these Terms of Service and acknowledge that either party may seek the recovery of attorney's fees and costs any proceeding.

SECTION 20 - CHANGES TO TERMS AND CONDITIONS

You can review the most current version of the Terms of Service at any time at this page. **The Terms and Conditions may also be printed out for your records.**

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or the Services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 21 - CONTACT INFORMATION

Questions about the Terms and Conditions should be sent to us at design@needalead.com.

SECTION 22 - DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA") NOTICE

Need-A-Lead is committed to complying with copyright and related laws, and requires all users of the Site to comply with these laws. You may not store, post, modify, distribute, reproduce in any way, use or disseminate any material or content through the Site in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law.

Owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. Need-A-Lead does not, and will not, make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. Upon our receipt of a proper notice of claimed infringement under the DMCA, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content in issue. Need-A-Lead may contact the notice provider to request additional information. Need-A-Lead reserves the right to disregard a notice that is not in compliance with the DMCA. Under the DMCA, Need-A-Lead is required to

take reasonable steps to notify the user who posted the allegedly infringing content. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Site should be sent to the address below.

If you are uncertain whether particular material infringes a copyright held by you or a third party, you should contact an attorney. Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees.

To be effective, your notification of claimed infringement must be in writing, sent to our designated agent listed below and contain the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A description of where the material that you claim is infringing is located to permit us to locate the material;
4. Your contact information, including your name, address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the information contained in your report is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Need-A-Lead designated agent for notice of claims of copyright infringement can be reached as follows:

By E-Mail: design@needalead.com.

SECTION 23 - MISCELLANEOUS

You acknowledge that any breach, threatened or actual, of these Terms of Service will cause irreparable injury to Company, such injury would not be quantifiable in monetary damages, and Need-A-Lead would not have an adequate remedy at law. You therefore agree that Need-A-Lead shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of these Terms of Service. Accordingly, you hereby waive any requirement that Need-A-Lead post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to Need-A-Lead to enforce any provision of these Terms of Service. The parties agree that these Terms of

Service are for the benefit of the parties hereto as well as Need-A-Lead licensors. Accordingly, these Terms of Service are personal to you and you may not assign your rights or obligations to any other person or entity without Need-A-Lead's prior written consent. Failure by Need-A-Lead to insist on strict performance of any of the Terms and Conditions of this Terms of Service will not operate as a waiver by Company of that or any subsequent default or failure of performance. No joint venture, partnership, employment, or agency relationship exists between you and Company as result of These Terms of Service or your utilization of the Site. These Terms and Conditions, along with Need-A-Lead's Privacy Policy, represents the entire agreement between you and Need-A-Lead with respect to use of the Site, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Company with respect to the Site.