



SUBSCRIPTION TERMS and CONDITIONS

1. **Purpose** - Prospects Unlimited, Inc. purchases public record information and distributes data (hereinafter collectively referred to as “Records”) for marketing purposes. The purpose of this Agreement is to define the terms upon which Prospects Unlimited, Inc. will provide Customer with records, including license and restriction terms directed to Customer’s permitted use of such records.
2. **Term** - The term of this contract is for a period of 6 months subject to termination provisions specified in Paragraph 6 below.
3. **License** - Prospects Unlimited, Inc. grants Customer a non-exclusive license for the Subscription term to use and reproduce Records and compilations of Records provided by Prospects Unlimited, Inc. hereunder and/or derivative records thereof solely for the purpose of (i) distributing Records to customers of Customer for use in their businesses, (ii) effecting direct mailings, or other marketing efforts, for customers of Customer, and/or (iii) for personal use by Customer in its internal business.
4. **Invoice/Payment** - Customer agrees to pay first and last month as a non-refundable deposit (unless agreed to otherwise) up-front. Prospects Unlimited, Inc. will invoice Customer for payment amounts due under this Agreement for Records provided by Prospects Unlimited, Inc. during the coming month. Customer agrees to pay Prospects Unlimited, Inc. invoices within ten (10) days after receipt and further agrees that if payment is not timely made, a late fee of \$5 will be added for past 30 days, additional \$10 will be applied if past 60 days. If payment is late more than 90 days, collection procedures will be instituted. Payments are to be mailed to accounting at:
Prospects Unlimited
1151 Eagle Dr. # 467
Loveland, CO 80537
5. **No Warranties/Third Party Claims** - While Prospects Unlimited, Inc. endeavors to provide complete and accurate information, Customer acknowledges and agrees that all Records are provided “as is” hereunder, WITHOUT WARRANTY OF ANY KIND, either express or implied, including without limitation NO IMPLIED WARRANTY OF MERCHANTABILITY and NO IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Customer further agrees that, in no event, will Prospects Unlimited, Inc. be liable for direct, indirect, incidental, special, consequential or other damages or any claims rising out of any use or inability to use any Records or compilations of Records provided hereunder. Customer further agrees to defend, indemnify and hold harmless Prospects Unlimited, Inc. with respect to any claim asserted against Prospects Unlimited, Inc. by a third party which in any way results from Customer’s use or inability to use data provided by Prospects Unlimited, Inc. Customer understands that this information is only one aspect of a successful marketing campaign. Success requires a effective marketing piece, good product, competitive price, quality service and consistency in mailing. No guarantees of results can therefore be made. It is generally understood that one can expect a 1% to 2% response to direct mailings. Customer understands that real estate transactions are seasonal and will receive more names during the summer

months than winter months. Customer also understands they are paying a flat rate which is not lower in the winter and higher in the summer.

6. **Termination** - Unless terminated according to the following provisions, Customer shall have the option to renew this Agreement, subject to negotiated pricing, for a further equivalent term at the end of the subscription term. Prospects Unlimited, Inc. may terminate the services under this agreement for any reason upon 30 days prior written notice by certified mail to Customer. In the event of any breach hereof by Customer which, if curable, remains uncured at the end of thirty (30) days written notice by certified mail of the breach, or in the event of any breach by Customer which can not be cured, Prospects Unlimited, Inc. may suspend its obligations hereunder and/or terminate this Agreement without prejudice to any legal and equitable rights and remedies otherwise available to Prospects Unlimited, Inc. Customer may terminate this Agreement for any reason upon 30 days prior written notice to Prospects Unlimited, Inc. Upon such termination, Customer agrees that its obligations under Sections 3 of this Agreement will survive. Customer agrees that any material breach of this Agreement would cause immediate and irreparable harm to Prospects Unlimited, Inc., the Customer therefore agrees that upon the existence of any such breach or threatened breach, Prospects Unlimited, Inc. may immediately seek to obtain a temporary restraining order or other form of legal or equitable relief from any court having jurisdiction over the matter. This paragraph shall not limit Prospects Unlimited, Inc.'s right to obtain monetary damages in addition to or in substitution for such equitable relief. There will be no credit on returned or unused information. Prospects Unlimited is committed to provide faithful, reasonable, diligent and prompt service on a regularly scheduled basis, to include all the parameters listed in this agreement. If not, customer may terminate contract with 30 days written notice.
7. **Assign Ability** - Customer may not assign this Agreement without the prior written consent of Prospects Unlimited, Inc., such consent not to be unreasonably withheld. Prospects Unlimited, Inc. may assign this Agreement without any consent of Customer to a purchaser of substantially all assets of Prospects Unlimited, Inc. to which this Agreement relates, and in the event of a merger, to the surviving corporation.
8. **Miscellaneous** - The parties agree that this Agreement is the sole Agreement between the parties relating to the subject matter hereof and supersedes any prior understandings relating hereto. The parties further agree that this Agreement may only be modified in writing by the parties and that this Agreement shall be interpreted and enforced under the laws of the State of Colorado, U.S.A. In the event of any dispute relating to this Agreement, the prevailing party shall be paid by the other party all of the prevailing party's costs and expenses of resolving such dispute, including, without limitation, court costs, expert witness fees, expenses, and reasonable attorney's fees. Customer understands a guarantee of 92% accuracy in list preparation. Due to many people transcribing information there will be some inaccuracies. We will refund all returns in excess of 8% of volume at the postal rate used in the mailing. Customer understands that a small percentage of mail outs will not be deliverable, due primarily to the following factors:
 - a. The new homeowner has not moved in yet and the postman only knows the house is vacant, which may result in the letter being stamped for return.
 - b. Vacant land, but not indicated as such on the warranty deed.
 - c. It is a rental house (we couldn't know) and the buyers do not live there.

Approximately 20% of names will include phone numbers. This percentage is the result of either NL- Not listed, NC – No Call list, NP- Non-published status. Purchaser understands that all lists are scrubbed against the National No-Call List, as required by law, and valid for 90 days. Phone numbers are required to be re-scrubbed at Customer's own expense, if used beyond 90 days.

Please Print Clearly – Thank You

Customer Company Name: _____

Phone: _____ Fax: _____ Email: _____

Delivery Method: Email _____ Fax _____ Mailing Labels _____ Diskette _____

Excel Spreadsheet _____ Other _____

Delivery Frequency: Weekly _____ Monthly _____ Other _____

Starting Date: _____

Payment Method: Credit Card _____ Monthly _____ Quarterly _____ Annual _____

Desired ZIP codes or Counties: _____

Special Instructions: _____

Billing Address: _____

Rate Agreement: _____

I have read and agree to the terms presented above:

Printed Name: _____

Signature: _____

Please FAX this signed agreement to **970-663-1587**. Thank you for allowing us to be your partner in growing your business. We take this responsibility seriously.