



TERMS OF SERVICE

SCOPE OF SERVICES

In consideration of payment by Client in accordance with the terms of this Agreement and the invoice/insertion order attached hereto, National Lead Source, LLC (NLS), D/B/A National Marketing Source, agrees to render the services described on the invoice. Leads will be deemed received by Client as soon as the Client is able to access the leads sent via email or online. Client acknowledges and agrees that NLS has not and will not conduct any investigation concerning any information or inquiry provided by a consumer and makes no representation or warranty concerning the adequacy, completeness or veracity of any information or inquiry provided to Client by or from any consumer. Client acknowledges and agrees that NLS makes no guarantee or other representation to Client that Client will obtain any particular result, qualitatively or otherwise, as a result of such service. Client acknowledges and agrees that Leads will be used exclusively for lawful purposes.

WWW.NATIONALMARKETINGSOURCE.COM, WWW.NMSHUB.COM, WWW.CHERRYPICKEDLEADS.COM IS OPERATED BY NATIONAL MARKETING SOURCE, LLC LOCATED AT 10 FAIRWAY DR DEERFIELD BEACH FL 33324. ALL SALES ARE FINAL. NMS DOES NOT PROVIDE REFUNDS OR MONETARY CREDIT FOR UNUSED BALANCES OR RETURNED LEADS. In the event that a buyer receives a bad lead (as defined in NMS's return policy), NMS will issue the buyer a credit towards additional leads. This Service Agreement constitutes a Legal and Binding Contract between both parties and is being executed by authorized personnel of both parties. No verbal understandings have any part of this Service Agreement. NMS does not guarantee any such pattern or schedule of lead disbursement. NMS does not have control if lead applicant has applied elsewhere. NMS does not guarantee a minimum contact rate.

BY VISITING OR USING ANY OF NMS FAMILY OF WEB SITES (Including, but not limited to www.nationalmarketingsource.com, www.nmshub.com and www.cherrypickedleads.com OR ANY PAGE OF NMS Web Sites), YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE AND THAT SUCH AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND NMS IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE DO NOT VISIT OR USE ANY OF NMS WEB SITES OR ANY PAGE OF NMS'S FAMILY OF WEB SITES.

INTRODUCTION

NMS offers you access to NMS Web Sites in exchange for your agreement to accept and comply with the terms, conditions, and notices stated here and as may be modified by NMS from time-to-time. NMS refers to these terms, conditions, and notices, whether modified or unmodified, as the "Agreement" or as the "Terms of Use". NMS reserves the right to modify in its sole discretion this Agreement and/or NMS Web Sites without providing notification. You are responsible for regularly reviewing this Agreement.. by visiting or using any part of NMS web sites, you are agreeing to these terms of use, and you are agreeing that this is a binding contract between NMS and you. if you do not wish to be bound by these terms of use, please do not visit or use any part OF NMS Web Sites.

Additional terms may govern use of certain web sites or web pages within NMS Web Sites.

Your use of certain web sites and/or web pages within NMS Web Sites may be subject to additional terms that are specific to such web sites and/or web pages (the "Specific Terms") as either contained (i) on this page below this Agreement and/or (ii) on such web sites and/or web pages (for example, terms that typically govern particular features or offers are typically found on the relevant web site or web pages).

GENERAL USE AND LIMITATIONS ON GENERAL USE OF NMS WEB SITES.

Except where we specify otherwise, NMS offers you access to NMS Web Sites solely for your personal and non-commercial uses. You promise that you will not use NMS Web Sites, in whole or in part, for any purpose that is unlawful or prohibited by these Terms of Use or for any purposes other than those that are personal and non-commercial. You agree that you will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, frame in another Web page, use on any other web site, transfer or sell any information, software, lists of users, databases or other lists, products or services provided through or obtained from NMS Web Sites. This means, among other activities that you agree not to engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information. You agree that you will not use NMS Web Sites in any manner that could damage, disable, overburden, or impair NMS Web Sites or interfere with any other party's use and enjoyment of NMS Web Sites. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through NMS Web Sites.

If and when requested by NMS you agree to provide true, accurate and complete user information and to refrain from impersonating or falsely representing your affiliation with any person or entity. Except with the written permission of NMS, you agree that you will not access or attempt to access password protected, secure or non-public areas of NMS Web Sites. Unauthorized individuals attempting to access prohibited areas of NMS Web Sites may be subject to prosecution.

Except with the written permission of NMS, you agree that you will not create links from any web site or web page to any page within NMS Web Sites with the exception of NMS Web Sites homepages, including, but not limited to pages currently located at www.nationalmarketingsource.com. The origin of any such link to NMS Web Sites homepage must be accompanied by a clear and prominent attribution indicating that the link is connected to NMS Web Sites homepage. For example, prominently positioning the "NMS" name and mark such that there is clear association between the name and mark and the destination of the link is acceptable. However, you agree that you will not juxtapose the "NMS" name and mark and the link with your name or any other materials in a manner which might give rise to any erroneous conclusion that there is any affiliation or association between NMS, on the one hand, and you or any other person or entity, on the other hand. You agree that if NMS, in its sole and unfettered discretion, requests in writing that you remove any link or links to NMS Web Sites, you will promptly do so. You agree that if you create any link to NMS Web Sites that you will not employ any technology that results in the placement of content from NMS Web Sites in a frame and/or a reduced pop-up window and/or any other display mechanism which changes NMS Web Sites from how they would appear if a user typed in their URL to a typical browser line.

Purchaser's Warranties: Purchaser agrees to employ due care and attention in handing the Leads. Purchaser agrees to use its name and not that of NMS in pursuing the Leads and/or contacting any Lead. Purchaser acknowledges that it is not permitted under the terms of this agreement to re-sell leads purchased from NMS. Purchaser agrees to pay NMS \$750.00 for each instance that Purchaser re-sells leads lead purchased from NMS to another individual, company or entity that is not the original Purchaser of the lead. Purchaser represents and warrants to NMS that Purchaser will not: (2) violate any federal, state, local or foreign law or regulation including, but not limited to, the MARS RULE, the Gramm-Leach-Bliley Act, the Telemarketing Sales Rule, the FTC Act, the Truth in Lending Act and the Real Estate Settlement Procedures Act; regulations governing mortgage assistance relief services. This includes, but is not limited to, 16 C.F.R. 322, which requires that certain disclosures are provided to each customer and that no advance payments are collected for the provision of mortgage assistance relief services. and against any claims, actions or demands arising from or related to the breach of the warranties in this paragraph or other breach of this Agreement. (3) infringe upon or misappropriate any copyright, trademark, patent, trade secret or other intellectual property right or other right, including any individual privacy right of any person or consumer; (4) Disclose the identity of NMS. Purchaser agrees to indemnify, defend (including immediate reimbursement of attorneys' fees) and hold harmless NMS its officers, directors, employees and agents, from. NMS reserves the right to terminate this Agreement in the event that it receives information from any reliable source that states or implies that Client is not in compliance with Federal, state and/or local rules and regulations

You agree that NMS may in its sole discretion and at any time terminate your access to and use of the NMS Web Sites, or any part thereof, with or without notice.

From NMS:

NMS Web Sites contain content and information originated by NMS (the "NMS Content"). NMS presents and makes available such content and information through NMS Web Sites as a public service, for the sole purpose of aiding you, the individual consumer. NMS, therefore, cannot guarantee the accuracy, sufficiency, correctness, veracity, completeness, or timeliness of such information. You are responsible for confirming the sufficiency and reliability of any such information.

From NMS Partners & Affiliates:

For your convenience, NMS Web Sites contain content and information from NMS's affiliates and/or links to affiliate web sites ("Partner/Affiliate Content"). Such content is not under the control of NMS and NMS is not responsible for such content, including without limitation any link contained in such content, or any changes or updates to such content. NMS is providing such content to you only as a convenience, and the inclusion of such content does not imply endorsement by NMS of such content or the affiliate. You may be subject to additional and/or different terms, conditions, and privacy policies when you use affiliate services, content, software or sites.

MEMBER SIGN UP

TO SIGN UP AND BUY LEADS THROUGH NMS YOU MUST BE A LICENSED PRACTITIONER IN YOUR FIELD OF EXPERTISE. YOU AGREE TO SERVICE YOUR CLIENTS IN A TIMELY MANNER AND SERVICE THEM WITH COMPETITIVE OFFERS THAT ARE IN LINE WITH NON PREDATORY PRACTICES.

FUNDING YOUR LEAD PURCHASE ACCOUNT

You can fund your account via credit card, debit card, wire or Check When using your credit card/debit card you agree not to charge back your credit card for any reason. If you charge back your credit card we reserve the right to diminish your funding balance \$100 as a fee and/OR DEACTIVATE YOUR MEMBERSHIP AND/or use reasonable forms of collection activity on your account. You also agree that monies to fund your account are for the purchase of leads only, maintaining a balance does not warrant a cash out of monies not utilized for leads.

If collection activity is needed to recover monies you agree to cover all attorney fees and collection fees.

PURCHASING OF LEADS

ALL SALES FINAL. LEADS ARE PURCHASED THROUGH OUR AUTOMATED SYSTEM, YOUR ACCOUNT BALANCE IS AUTOMATICALLY DEDUCTED FOR EACH LEAD PURCHASE. IN THE EVENT OF DOUBLE BILLING WE WILL GLADLY REFUND ANY EXTRA MONIES COLLECTED FROM YOUR ACCOUNT.

PAY-PER-LEAD SERVICES

All lead services are provided on a pre-payment basis as set forth on the Invoice. NLS shall continue to provide the pay-per-lead services to Client unless notified by Client otherwise prior to the fulfillment of Client's order. No refunds will be given once NLS has provided the client with one or more leads; however, a credit for any unused amount may be applied by Client toward current or future services offered by NLS. Notwithstanding anything stated herein to the contrary, NLS retains the right to terminate the services provided hereunder with cause at any time without notice. Client may not resell or redistribute leads provided by NLS to any third party or lead aggregator for any reason. Client acknowledges and agrees that in the event Client resells or redistributes leads by to any third party or lead aggregator such act or actions will constitute an immediate termination of Client's account and will obligate Client to pay damages to NLS. If a client initiates a credit card chargeback, Client shall also pay: all of NLS's collection costs, including, but not limited to, any collection agency's or attorney's fees and interest on the amount improperly charged back equal to the lesser of 18% per annum or the maximum rate permissible by law. In its sole discretion NLS may from time to time and with or without notice adjust the traffic volume provided to Client. Client acknowledges and agrees that Client shall remain responsible for the payment for all services.

RETURN POLICY

Pay-Per-Lead Replacement Policy NLS accepts requests for replacement of invalid leads based on the criteria set forth below. ALL returned leads must be submitted no more than 14 days from the transmission date of the lead. Return requests submitted thereafter will be automatically denied. A max of 10% of Client's total leads per order are allowed as replacements. The criteria in evaluating requests for lead replacement are as follows: information provided in the lead is invalid, meaning invalid contact information such as a bad telephone number and email addresses that make contacting the inquirer impossible; the lead contains a false name; the lead is a duplicate lead from the same consumer, for the same product type, within the last 30 days, generated directly by NLS; the lead is an agent or was submitted by a competitor of Client; the lead is for an incorrect category (e.g., a medical insurance lead is submitted instead of a homeowner's insurance lead); or already has insurance with the Client. The following examples of lead replacement requests will not be accepted: "no contact", "bad credit history," " did not return call", "changed their mind", "not insurable" and/or "not ready to buy." All lead replacement requests approved by NLS will be credited towards additional leads only. Furthermore lead delivery times are not guaranteed, but lead quantity is guaranteed. Meaning, we cannot assure that we can deliver "X" amount of leads in a given time period. You understand that your order is for a total amount of leads to be delivered at our discretion, not yours. Client acknowledges, understands and agrees to the terms and conditions set forth in this section. Furthermore lead delivery times are not guaranteed, but lead quantity is guaranteed. Meaning, we cannot assure that we can deliver X amount of leads in a given time

period. You understand that your order is for a total amount of leads to be delivered at our discretion, not yours.

Cherry Picked Leads/ Aged are replaceable ONLY if submitted within 3 business days of lead purchase date via email info@nationalmarketingsource.com , following conditions:

Phone numbers are incorrect

Contact name is incorrect

Applicant/spouse did not fill out form

Returned leads may be randomly verified.

No assumptive or verbal understandings are a part of this agreement.

No returns will be granted for purchases of aged leads over three days old.

PAY-PER-CALL POLICY

The 10% return policy does not apply to pay-per-call campaigns. There are no refunds on pay-per-calls because these are inbound transactions sent directly to you, the client. You are not paying per call but rather a block of airtime, generally one week at a time. As you are not billed per call, there is no credit or refund for "bad" calls. These calls are unfiltered and it is the client's responsibility to filter out the phone calls.

REFUND POLICY

YOU MAY REQUEST A REFUND USING EMAILING INFO@NATIONALMARKETINGSOURCE.COM. NMS MAY PERFORM DUE DILIGENCE ON A CLAIMED BOGUS LEAD. IF WE FIND A LEAD IS GENUINE REFUNDS WILL NOT BE ISSUED, OTHERWISE THE FULL AMOUNT WILL BE CREDITED (IN STORE CREDIT) TO YOUR ACCOUNT

INACTIVE ACCOUNTS

Inactive accounts, defined as accounts that have not incurred a billable transaction within the prior 180 days, will be charged a \$10.00 monthly service fee starting on the first day of the first month after an account has been classified as inactive. This fee will continue monthly until the account incurs a billable transaction or the balance has been depleted to \$0.00. If an inactive account reaches a \$0.00 balance, the account will be disabled.

DISCLAIMER

You expressly understand and agree that: your use of and reliance upon any and all information, including but not limited to NMS content, partner/affiliate content, and public content, provided by NMS through NMS web sites is at your sole risk. Such information is provided on an "as is" and "as available" basis. NMS makes no express or implied

representations, warranties, or guarantees with regard to the appropriateness, accuracy, sufficiency, correctness, veracity, value, completeness, or timeliness of such information. NMS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. NMS shall have no liability to you or any other user of such information or to any third party for any loss, expense, or damage, including consequential, incidental, special or punitive damages and including lost profits or lost revenue, caused directly or indirectly by the use or reliance upon such information. any material downloaded or otherwise obtained through the use of NMS web sites is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

INDEPENDENT CONTRACTOR

National Marketing Source/NMS is offering and selling its services per this arm's length Agreement as an independent contractor as defined under Florida law. As such, the parties recognize that National Marketing Source will not incur any liability as a result of Purchaser's actions. National Marketing Source shall not exercise control over Purchaser. Further, in no event shall National Marketing Source or its officers, directors, employees and agents be liable, whether in contract, tort or otherwise, for any indirect incidental or consequential damages (including without limitation, lost sales or profit, lost data, or business interruption).

GENERAL TERMS

This Agreement is governed by the laws of the State of FL, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts sitting in FL, in all disputes arising out of or relating to the use of NMS Web Sites. Use of NMS Web Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and NMS as a result of this Agreement or use of NMS Web Sites. NMS's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of NMS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the NMS Web Sites or information provided to or gathered by NMS with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire

agreement between you and NMS with respect to NMS Web Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and NMS with respect to NMS Web Sites. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The information, software, products, and services published on this site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. NMS, its affiliates and/or its respective suppliers may make improvements and/or changes in this site at any time.

in no event shall NMS and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of NMS web sites, with the delay or inability to use NMS web sites or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through NMS web sites, or otherwise arising out of the use of NMS web sites, whether based on contract, tort, negligence, strict liability or otherwise, even if NMS or any of its suppliers has been advised of the possibility of damages. because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. if you are dissatisfied with any portion of NMS web sites, or with any of these terms of use, your sole and exclusive remedy is to discontinue using homenocreditcheck.com web sites.

You agree to indemnify, defend and hold harmless NMS, its partners, affiliates, subsidiaries and suppliers from any liability, loss, claim and expense (including attorneys' reasonable fees) related to your violation of this Agreement.

INFORMATION PROVIDED BY YOU THROUGH NMS WEB SITES TO NMS:

In order for you to participate in certain services that NMS provides through NMS Web Sites, NMS will require that you provide specific information about yourself (the "NMS Solicited Information"). If you choose to participate in such services, you agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing your affiliation with any person or entity. NMS is committed to maintaining the privacy and security of any and all such information that you provide to NMS through NMS Web Sites. To that end, NMS urges you to review our Privacy Policy which may be accessed within this document.

Non-Commercial Services:

NMS provides through NMS Web Sites a number of venues in which interactive services ("Interactive Services"), such as on-line calculators, planning tools, and checklists, are offered to you. Such services are offered by NMS for the sole purpose of disseminating information for the public's benefit. NMS cannot guarantee the accuracy, sufficiency, correctness, veracity, completeness, or timeliness of such services. You are responsible for confirming the sufficiency and reliability of any such service.

the information contained in and provided through NMS's interactive services are not intended nor implied to substitute for professional advice. NMS makes no express or implied representation, warranty or guarantee in connection with the information contained in and provided through such services, including the appropriateness, accuracy, correctness, veracity, value, sufficiency, timeliness, or completeness of the data, methods and other information contained in and provided through such services. NMS expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement with regard to such services. NMS shall have no liability to you or any other user of such services or to any third party for any loss, expense, or damage, including consequential, incidental, special or punitive damages and including lost profits or lost revenue, caused directly or indirectly by any error or omission, or arising out of, or in connection with, the information contained in or provided through such services. in no event will NMS be liable to any user of such services or to any third party for any decision made or action taken by any user of such services or any third party in reliance upon the information contained in or provided through such services. a user's sole and exclusive remedy for dissatisfaction with such a service is to stop using the service.

Third-Party Services:

A number of commercial services, such as financial and contractor services, are offered by third parties through the NMS Web Sites. You acknowledge that by permitting such services to be offered through NMS Web Sites, NMS is acting as a passive conduit for the transmission to such third parties of any information related to such services that you submit to NMS. In order for NMS to distribute your information and facilitate contacts between you and such third parties, you hereby grant NMS permission to disclose any and all of the information that you provide to NMS to any such third party that NMS, in its sole discretion, deems relevant and appropriate.

Any information that you provide to NMS must be true, complete, and accurate, must not represent you as someone else or falsely identify you, and must not violate any law, statute, ordinance or regulation. You are solely responsible for such information and for all of the terms and conditions of transactions between you and such third parties, including, without limitation, terms regarding warranties, insurance, fees, taxes, titles and licenses. You must not submit a request for a third party service through NMS Web

Sites unless you intend, in good faith, to contract with such third party for the use of such service.

NMS is not and will not be responsible for (i) the terms and conditions of any transaction between you and any third party, (ii) any insufficiency of or problems with any such third party's background, insurance, credit or licensing, or (iii) the quality of services performed by any such third party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such third party, you release NMS (and its affiliates, agents and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY

The NMS service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. NMS expressly disclaims any representation or warranty that the NMS service will be error-free, timely, secure or uninterrupted. no oral advice or written information given by NMS, its employees, licensors or agents will create a warranty; nor may you rely on any such information or advice.

Under no circumstances, including negligence, will NMS, NMS, its affiliates, or their officers, directors, employees, successors and assigns be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the NMS service, including but not limited to reliance on any information obtained on the NMS service; or that result from mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction or unauthorized access to NMS records, programs or services. the subscriber hereby acknowledges that this provision will apply whether or not NMS is given notice of the possibility of such damages and that this provision will apply to all content, merchandise or services available from NMS and its affiliates.

LIMITATION OF LIABILITY

Except for actions by NMS to collect fees due to us, in the event that either party breaches its obligations under this agreement, the non-breaching party shall have the right to exercise all rights and remedies available to it at law or in equity; provided, however, subject to the damage amount limitation set forth below, the liability of the

breaching party shall be limited to direct, actual damages only and all other damages and remedies are expressly waived. in no event shall either party including NMS, its affiliates, or their officers, directors, employees, successors and assigns, be liable to the other party for consequential, incidental, punitive, exemplary or indirect damages in tort, contract or otherwise including, without limitation, lost profits, even if advised of the possibility or likelihood of such damages or claim. liability of NMS, NMS, its affiliates, or their officers, directors, employees, successors and assigns, and the liability of our suppliers, to you or any third parties in any circumstance is limited to the lesser of (a) the amount of fees you pay to us in the two (2) months prior to the action giving rise to liability, or (b) one hundred dollars (\$100).

With the exception of a legal action by us to collect payment of fees due for leads delivered to broker for which such action may be brought within three (3) years of the debt being incurred, no other action arising out of this agreement may be brought by either party more than one year after such cause of action occurs.

the terms of this section shall survive the termination of this agreement for whatever reason.

FORCE MAJEURE

Neither party shall be liable in any way for its failure to perform hereunder, other than its failure to pay any monies due and owing hereunder, if such failure is occasioned by any of the following: war; fire; flood; interruption of transportation; embargo; accident; explosion; governmental orders, regulations, restrictions, priorities or rationing; strike, lockout or other labor problems; or any cause beyond the reasonable control of the non-performing party provided, however, that the non-performing party shall make a good faith effort to perform.

COPYRIGHT AND TRADEMARKS

All contents of the NMS website are proprietary to NMS its successors and assigns, and/or its suppliers and are protected under U.S.A. and international Copyright and Trademark laws. All rights are reserved. You may not download and/or save a copy of any of the screens except as otherwise provided in this Agreement; you may, however, print a copy of the information on this website for your personal records to be used as a reference. NMS does not grant any license or other authorization to any user of its trademarks, service marks, copyrightable material or other intellectual property by placing them on this website. NMS reserves any rights not expressly granted herein.

TERM OF AGREEMENT AND TERMINATION

THIS AGREEMENT IS NON-CANCELLABLE BY MEMBER DURING THE FIRST SIXTY (60) DAYS FOLLOWING ACTIVATION.

This Agreement shall remain in force and effect as long as you hold an account with NMS. This Agreement is automatically renewed each time you access the NMS website and/or log-in to your account and/or use our services. You may close your account at any time after the 60th calendar day following your account activation and terminate this Agreement by providing not less than ten (10) days prior written notice sent by traditional postal service mail, courier or facsimile to NMS of your desire to cancel your account. Absence of such a voluntary cancellation this agreement may be terminated immediately by either party:

- 1) In the event the other party suffers any insolvency proceeding, either voluntary or involuntary, or is adjudicated bankrupt or makes any assignment for the benefit of creditors. Such termination shall not relieve the party in proceedings from liability for the performance of its obligations arising prior to such termination and shall be in addition to all other rights and remedies the terminating party may have available to it under this Agreement, at law or in equity; or
- 2) At any time upon written notice (including electronic mail) with or without cause by NMS in the event of a material breach by you of any of the Terms of Service set forth herein.
- 3) Upon written notice to the other party if such party reasonably believes that (i) performance of this Agreement violates or is being conducted in a manner that does not comply with any applicable law, regulation, licensing requirement, ordinance or order, and (ii) that such violation or non-compliance cannot be remedied or that the cost of remediation or compliance is prohibitive.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

SURVIVABILITY

The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely confidentiality/non-disclosure, warranty, indemnification, liability and limits thereon, rights and obligations upon and following termination and assignment.

GOVERNING LAW AND CHOICE OF VENUE

Florida law shall govern this Agreement, and any dispute arising from the relationship between the parties to this Agreement. In the event of any dispute arising under this agreement between , such dispute shall be settled by arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association (or a similar organization) in effect at the time such arbitration is initiated. Any questions of contract interpretation shall be determined by the laws of Florida. The arbitration hearing shall be conducted in Deerfield Beach, FL, unless both parties consent to a different location. The decision of the arbitrator shall be final and binding. The prevailing party shall be awarded fees and costs including administrative and other costs of enforcing an arbitration award, costs of subpoenas, depositions, transcripts and the like, witness fees, payment of reasonable attorney's fees, and similar costs related to collecting an arbitrator's award, will be added to, and become a part of, the amount due pursuant to this Agreement. An arbitrator's decision may be entered in any jurisdiction in which the party has assets in order to collect any amounts due hereunder.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless NMS against any and all claims, losses, liability costs and expenses (including but not limited to reasonable attorneys' fees) arising from your violation of these Terms and Conditions or any third-party's rights, (including, without limitation, infringement of any copyright trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of your relationship with NMS.

HEADINGS

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such action.

ASSIGNMENT

You may not sell, assign or otherwise transfer any of your rights or obligations under this Agreement to any other person or entity, without the express written consent of NMS. Notwithstanding the foregoing, either You or NMS may assign its rights and obligations under this Agreement without consent and without notice to the other, and both You and NMS shall accept such assignment as a novation, to a successor as a result of a change in business legal structure, corporate restructuring, reorganization, merger, consolidation, or acquisition of all or substantially all of the assigning party's stock or assets, provided that this Agreement shall be binding upon, inure to the benefit of and be enforceable by You and NMS and their respective successors and assigns.

ENTIRE AGREEMENT

This Agreement constitutes the final, complete, and exclusive statement of the terms of this Agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty independent of those expressly set forth in this Agreement. No direct benefit is intended to be conferred by this Agreement on any

person not a party to this Agreement and any benefit which may be actually conferred is purely incidental.

MODIFICATION OF TERMS

NMS reserves the right to modify this Terms of Service Agreement and its policies at any time and without advance notice to you, effective upon making the modified provisions available on the NMS website. You are responsible for regularly reviewing these documents. Continued use of the NMS website after any such changes shall constitute your consent to such changes. NMS does not and will not assume any obligation to notify you of any changes to this Terms of Service Agreement.

INDEPENDENT COUNSEL

Your establishing of an account and/or your use of the NMS website is evidence that you have read and understand this Terms of Service Agreement as set forth above and that you have had the opportunity to consult with independent counsel of your choice prior to establishing your account and utilizing the services contemplated by this Agreement.

MISCELLANEOUS

All notices may be sent by email, fax, or express mail to the email address, fax or five (5) days after sending by express mail. This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement pertaining to the transaction referenced herein and supersedes any and all prior and contemporaneous understandings and agreements, oral or otherwise, including but not limited to any agreement between Client and Cherrypickleads.com or affiliate of Cherrypickleads.com. Client has not been induced to enter into this Agreement by, nor is Client relying on, any representation or warranty outside those expressly set forth in the Agreement. Except upon a change of control transaction, this Agreement may not be assigned to an unaffiliated third party without the express written consent of the non-assigning party. If any provision of this Agreement is adjudicated by a court or tribunal of competent jurisdiction to be void and unenforceable, the same shall in no way affect any other provision of this Agreement and/or the validity or enforceability of this Agreement as a whole. This Agreement may be supplemented, amended or modified only by mutual written agreement of the parties. No waiver of a breach, failure of any condition or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure right or remedy shall be deemed a waiver of any other breach, failure, right or remedy whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. This Agreement is executed and delivered in and shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved by arbitration as otherwise

provided herein which determination may be entered into the Superior Court of the State of Florida for the county of Broward. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs. Time is of the essence with respect to performance under this Agreement.

Compliance with Federal, State and Local Laws

By executing this Agreement, Client acknowledges and agrees that it will provide its mortgage assistance relief services in accordance with all Federal, state and local rules and regulations governing mortgage assistance relief services. This includes, but is not limited to, 16 C.F.R. 322, which requires that certain disclosures are provided to each customer and that no advance payments are collected for the provision of mortgage assistance relief services. Comply to all debt relief regulation. NLS/ Cherrypickleads.com reserves the right to terminate this Agreement in the event that it receives information from any reliable source that states or implies that Client is not in compliance with Federal, state and/or local rules and regulations governing the provision of mortgage assistance relief services. Client is responsible for to comply with DNC, TPCA and Anti-Spam, state and federal regulations.