

These terms of service (these “Terms”) govern the leadPops Facebook Ad Management Service.

By using the Services, you agree to be bound and abide by these Terms and our Privacy Policy, which is incorporated herein by reference. You also represent that you are of legal age to form a binding contract with leadPops and are not barred under any applicable laws from doing so. If you are using the Services on behalf of an organization, you represent and warrant that you have the authority to bind the organization to these Terms, in which case the term “you” shall refer to both you and the organization. If you do not meet these requirements, you must not access or use the Services.

1. Description of Services

leadPops will provide Facebook Ad management services to generate exclusive, real-time leads, more particularly described as the following:

- Setup/Optimization of business page
- Ad setup -- ad copy & ad imagery
- Custom targeting and placement
- Facebook ads monitoring and management
- Custom Funnel/landing page creation
- Facebook pixel installation
- Ad testing & ongoing optimization
- Monthly reporting
- Monthly coaching/consulting call

Any policies, rules and fees posted by leadPops on its Site with respect to its Services are hereby incorporated into these Terms.

2. Changes to these Terms

We may revise and update these Terms from time to time at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms means that you accept and agree to the changes. As we will be continually improving the Services and adding more features, you are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

3. Subscribing to the Services

To receive the above described Services, at all times herein you must be a leadPops Funnels subscriber. When you register with leadPops as a subscriber, you will be asked to provide

registration details, including credit card or debit card information and (if you represent an organization) certain information regarding your organization. By providing any information about yourself or your organization, you represent and warrant that all the information you provide via the Services is accurate, current and complete. You agree that all information you provide to us, whether as part of your registration or through the Services or otherwise, including through the use of any interactive features of the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Subscriptions to the Service will be for an initial term of 90 days, automatically renewed thereafter on a month-to-month basis.

The monthly fee for the Service will be:

- Starter: \$199/month
- Enhanced: \$299/month
- Ultimate: \$399/month

In addition to the monthly fee, you agree to spend a minimum of \$250.00 per ad, each and every month.

You may terminate your subscription at any time after the initial 90 day term; however, no amounts that have been paid for the Services will be refundable. leadPops may terminate your subscription for cause as provided in these Terms. Any termination of your subscription by either leadPops or you may be communicated via either (i) email or (ii) a phone conversation followed up with a confirmatory email for documentation purposes.

As a subscriber, you authorize leadPops to charge all payments due for subscribed Services to the credit card or debit card you provided when you registered. leadPops uses the secure Authorize.net merchant payment portal and automated monthly payment billing system to manage payments. You will receive an email receipt upon signup with leadPops and for each monthly payment made for Services.

We reserve the right to withdraw or amend the Services or any portion thereof in our sole discretion without notice. We will not be liable if for any reason the Services or any portion are unavailable at any time or for any period. You are responsible for (i) making all arrangements

necessary for you to have access to the Services (e.g., providing your own equipment and internet connection and paying any internet access fees) and (ii) ensuring that all persons who access the Services through your internet connection are aware of these Terms and comply with them.

If you choose, or are provided with, a user name, password or any other piece of account information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms.

4. Ad Format

You will select from a gallery of pre-designed Ads for use. Custom ads are available for an additional cost, negotiated between leadPops and subject to a separate agreement and payment schedule.

5. Intellectual Property Rights

The Site, and all Ad content available for your use, and the features and functionality (including but not limited to all information, software, code, algorithms, database, text, displays, images, video and audio, and the design, selection and arrangement thereof) are owned by leadPops and its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms permit you to use the Services for your own personal and organizational purposes only. You are granted a limited, non-transferable, revocable license to use the Services and Ads generated hereunder, subject to these Terms and in compliance with all applicable laws, rules

and regulations and any agreements or terms with third parties to which you are subject. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Site.

You may not:

- Modify copies of any leadPops materials.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Site.
- Access or use any part of the Site other than for purposes of receiving the Services. If you wish to make any use of material on the Services other than as set out in this section, please address your request to support@leadpops.com.

No right, title or interest in or to the Services, Ads, or any content on the Services is transferred to you, and all rights not expressly granted are reserved by leadPops. Any use of the Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

6. Trademarks

The leadPops name and logo are trademarks of leadPops. You must not use this name and logo without the prior written permission of leadPops. All other names, logos, product and service names, designs and slogans on the Site are the trademarks of their respective owners.

7. Permitted and Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms. You agree not to use the Services in any way that violates any applicable federal, state, local or international law or regulation. You also agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

- Attempt to bypass methods leadPops may use to prevent or restrict access to the Site or Services.
- Otherwise attempt to interfere with the proper working of the Site.
- Use the Site or Services for any purpose competitive to leadPops or its affiliates, or for the purpose of disparaging the Services.
- Scrape or copy profiles and information of other Site users through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work) for any purpose whatsoever.
- Market, sell, transfer, or otherwise make available to any other person or entity any data collected from, or derived from data collected from, the Site, for any commercial, political, market surveying or other purpose, whether in aggregated or bulk form or otherwise.
- Use the Services for any purpose other than solely to generate marketing leads for your bona fide business.
- For any cooperative marketing with other businesses (i.e. agents, realtors, title companies) you represent, warrant, and agree you are compliant with all applicable mortgage related laws including but not limited to the Real Estate Settlement Procedures Act (RESPA) and Regulation X; the Truth In Lending Act (TILA) and Regulation Z; and all applicable state and federal privacy laws, as passed or amended from time to time.
- You further agree to defend, indemnify and hold leadPops, its shareholders, officers, directors, employees, representatives, agents, attorneys, successors and assigns, from and against any and all claims, causes of actions, actions, suits, demands, losses, liabilities, damages, court judgments, awards and the related costs and expenses, including attorneys' fees and costs for which any of them may become liable or may incur in any action, claim, or proceeding arising from or relating, directly or indirectly, to your failure to comply with laws regulating cooperative marketing with 3rd parties.

8. Reliance on Site Contents and Services

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. leadPops shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Site. leadPops disclaims any and all liability for any loss, damage or injury based on information directly or indirectly obtained through the Services.

9. Monitoring and Enforcement

We have the right to:

- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates these Terms, including our content standards, infringes any intellectual property right, threatens the personal safety of users of the Site and the public, or could create liability for leadPops.

- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate your subscription and/or your access to all or any part of the Services for any violation of these Terms, with immediate effect.
- Terminate your subscription to the Services, or decline to allow you to become a leadPops subscriber, for any reason or no reason, in our sole discretion. If we terminate your subscription to the Services other than for a violation of these Terms, we will provide you with three (3) days' advance notice of termination.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS LEADPOPS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY LEADPOPS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER LEADPOPS OR LAW ENFORCEMENT AUTHORITIES.

However, you understand and agree that we can neither review all material before it is posted on the Site nor ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third parties. We have no liability or responsibility to anyone for performance or non-performance of the activities described in this section.

10. Termination

You have the right to terminate your leadPops account after the initial 90 day period. Termination may be made by contacting us at support@leadpops.com. Upon termination of your account, leadPops has no obligation to maintain or provide further services and may delete all content of your account unless legally prohibited from doing so.

11. Geographic Restrictions

We provide the Services for use only by persons located in the United States. We make no claims that the Services or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

12. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant leads or lead quality generated from any ad campaign. IN ADDITION, EXCEPT FOR THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND WEBSITES ARE PROVIDED "AS-IS", "WITH ALL FAULTS," AND "AS-AVAILABLE". THE COMPANY DOES NOT WARRANT THAT (I) THE SERVICES AND/OR WEBSITES WILL MEET THE CLIENT'S OR CUSTOMERS' NEEDS OR WILL OPERATE IN THE COMBINATION THAT THE CLIENT OR ITS CUSTOMERS SELECT FOR USE OR THAT ANY RESULTS MAY BE OBTAINED FROM THE WEBSITES; (II) THE SERVICES AND AND/OR WEBSITES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; OR (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES OR WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLIENT ACKNOWLEDGES THE COMPANY IS MAKING NO WARRANTIES (EXCEPT THOSE EXPRESSLY PROVIDED HEREIN) IN CONNECTION WITH THIS AGREEMENT. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (1) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (2) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND THE COMPANY WILL NOT BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEBSITE. NEITHER PARTY SHALL HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER PARTY NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL PASS ON, ANY EXPRESS OR IMPLIED WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTIES.

13. Limitation of Liability

IN NO EVENT WILL LEADPOPS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO THE SITE, OR ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF

DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Indemnification

You agree to defend, indemnify, and hold harmless leadPops, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these Terms or your use of the Services, including, without limitation, any use of the content, services, and products of the Services other than as expressly authorized in these Terms or your use of any information obtained from the Site.

15. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with California law except for its conflicts of laws principles. All claims arising out of or relating to these terms or the Services must be litigated exclusively in the federal or state courts of California, and both parties consent to venue and personal jurisdiction there.

16. Waiver and Severability

No waiver of these Terms by leadPops shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of leadPops to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

17. Entire Agreement

These Terms and our Privacy Policy, and, to the extent applicable, the terms for any mobile application or software download, constitute the sole and entire agreement between you and leadPops with respect to the Services and supersede all prior and contemporaneous

understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

18. Miscellaneous

You may not assign any of your rights in these Terms, and any such attempt is void, but leadPops may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. leadPops and you are not legal partners or agents; instead, our relationship is that of independent contractors.

19. Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: support@leadpops.com.