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1. **Eligibility.** By agreeing to the Terms, you represent and warrant to us: (i) that you have not previously been suspended or removed from the Service, and (ii) that your registration and your use of the Service are in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization.
2. **Accounts.** To access some features of the Service you are required to register for an account. When you register for an account, you may be required to provide us with some information about yourself (such as your e-mail address or other contact information). You agree that the information you provide to us is and will be accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. By registering for the Service, you agree that (i) you will not create more than one personal profile; and (ii) if we disable your account, you will not create another account without our permission. You agree not to share your account, nor will you allow any unauthorized individual or third party to use your account to access and use our services under any circumstances. You expressly agree to accept responsibility for all activities that occur under your account. By registering for an account, you agree that your account is a single user account, only for your personal use and the sharing of any part of the LeadPlotter service with any other

person/entity is strictly prohibited. You agree that LeadPlotter will be able to charge you for each additional user that accesses your account for the remainder of your current payment period. LeadPlotter will automatically renew each account for the following payment period for all users including the original user (you) and each additional user after informing you of the number of accounts to be renewed. If you have reason to believe that your account is no longer secure, then you agree to immediately notify us at hello@LeadPlotter.com.

3. **Subscription Fees.** Access to the Service, or to certain features of the Service, may require you to pay fees. Before you are required to pay any fees, you will have an opportunity to review and accept the applicable fees that you will be charged. All fees are in U.S. Dollars and are non-refundable. If LeadPlotter changes the fees for the Service, including by adding additional fees or charges, LeadPlotter will provide you advance notice of such changes. If you do not accept such changes, LeadPlotter has the right to discontinue providing the Service to you. LeadPlotter will charge the payment method you specify at the time of purchase. You authorize LeadPlotter to charge all sums described herein to such payment method. If you pay any applicable fees with a credit card, LeadPlotter may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. You will remain obligated to pay all outstanding fees and charges, in the event the transaction is disputed or your payment method, including but not limited to credit cards, does not validate and render payment for any reason whatsoever.
4. **Prohibited Conduct.** BY USING THE SERVICE YOU AGREE NOT TO, and not to allow third parties to use our services:
 1. use the Service for any illegal purpose, or in violation of any local, state, national, or international law;
 2. violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party intellectual property rights;
 3. to disable any licensing or control features associated with our services;
 4. to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
 5. post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
 6. interfere with security-related features of the Service, including by (i) disabling or circumventing features that prevent or limit use or copying of any content, or (ii) reverse engineering or otherwise

attempting to discover the source code of the Service or any part thereof except to the extent that such activity is expressly permitted by applicable law;

7. to make or prepare any derivative work with respect to our services or any derivative work using content associated with the services, other than as expressly permitted by us
 8. in a manner that gives any party access to mass downloads or bulk feeds of any content, including but not limited to numerical latitude or longitude coordinates, imagery, visible map data, or places data (including business listings);
 9. to post on any website or otherwise make available to the public any interactive maps;
 10. or a component of our services, in a manner not authorized by us; or
 11. to remove, modify, or obscure any of our brand features, links, or notices appearing in our services or other content.
 12. interfere with the operation of the Service or any user's enjoyment of the Service, including by (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, (ii) making unsolicited offers or advertisements to other users of the Service, or (iii) attempting to collect, personal information about users or third parties without their consent;
 13. perform any fraudulent activity including impersonating any person or entity, claiming false affiliations, accessing the Service accounts of others without permission, or falsifying your age or date of birth;
 14. or sell or otherwise transfer the access granted herein or any Materials (as defined in these Terms of Use)
5. **Third Party Services.** LeadPlotter may provide tools through the Service that enable you to export information to third party services. By using these tools, you agree that we may transfer such information to the applicable third party service. Such third party services are not under our control, and we are not responsible for their use of your exported information. The Service may also contain links to third-party websites and services (the "Linked Sites"). LeadPlotter provides these links as a convenience, but we neither control nor endorse these Linked Sites, nor has LeadPlotter reviewed or approved the content, advertising, products, services or other materials that appear on the Linked Sites. LeadPlotter is not responsible for the Linked Sites, including the legality, accuracy or appropriateness of any content, advertising, products, services or other materials on or available from any Linked Sites. You acknowledge and agree that LeadPlotter shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with

the use of any of the Linked Sites, including the advertising, products, services or other materials available on or through the Linked Sites.

6. **Termination.** If you violate these Terms, your permission to use the Service will automatically terminate. Additionally, LeadPlotter, in its sole discretion may terminate your user account on the Service or suspend or terminate your access to the Service at any time, with or without notice. We also reserve the right to modify the Service at any time without notice to you. We will have no liability whatsoever on account of any change to the Service or any suspension or termination of your access to or use of the Service. You may terminate your account at any time by contacting customer service at hello@LeadPlotter.com. If you terminate your account, you will remain obligated to pay all outstanding fees, if any, relating to your use of the Service incurred prior to termination.
7. **Privacy Policy.**
 1. **Privacy Policy.** Please read the LeadPlotter's [Privacy Policy](#) carefully for information relating to our collection, use, storage and disclosure of your personal information. The LeadPlotter [Privacy Policy](#) is hereby incorporated by reference into, and made a part of, these Terms.
 2. **Feedback.** Your feedback is important to us and we welcome them to hello@LeadPlotter.com
8. **Modification of the Terms.** We reserve the right, at our discretion, to change the Terms on a going forward basis at any time. Please check the Terms periodically for changes. You will be able to find the most current version of the Terms here, with prior versions at https://www.LeadPlotter.com/files/LeadPlotter_Prior_Terms_of_Service.pdf.
9. **Ownership; Proprietary Rights.** The Service is owned and operated by LeadPlotter. The visual interfaces, graphics, design, reports, analyses, informational content, computer code (including source code or object code) and any other copyrighted materials, products, software, services, and all other elements or contents of the Service provided by or on behalf of LeadPlotter (the "Materials") are protected by all applicable intellectual property and proprietary rights laws. All Materials contained in the Service or as presented on any LeadPlotter website, are the property of LeadPlotter or our third-party licensors. **EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY LEADPLOTTER OR AS PERMITTED ON THIS WEBSITE OR UNDER APPLICABLE LAW, YOU agree not to reproduce, duplicate, copy, sell, trade, resell, distribute or exploit any portion of our services or any content associated with our services for any commercial purpose or for the benefit of any third party. Our services are provided for our customers' internal business operations and you agree that you will not use our services or any**

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10. **Indemnity.** The LeadPlotter site is not intended to provide professional medical, financial or other advice and is for informational purposes only. Information on the site should never be used as a substitute for professional advice. You agree that you will be personally responsible for your use of the Service, and you agree to defend, indemnify and hold harmless LeadPlotter and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (collectively, the "LeadPlotter Entities") from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' and accounting fees and costs, arising out of or in any way connected with (i) your access to, use of or alleged use of the Service; (ii) your violation of the Terms or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.
11. **Disclaimers; No Warranties.** THE SITE AND THE CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER LEADPLOTTER, THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT OR ANY PRODUCTS OR SERVICES SOLD OR DISTRIBUTED THROUGH THE SITE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. NEITHER LEADPLOTTER NOR ANY PROVIDER OF THIRD PARTY CONTENT OR THEIR RESPECTIVE AGENTS WARRANTS THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES LEADPLOTTER, ANY THIRD PARTY CONTENT PROVIDER, OR THEIR RESPECTIVE AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SITE OR THE CONTENT. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 THAT PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

12. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL LEADPLOTTER NOR ANY THIRD PARTY CONTENT PROVIDER NOR THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, PAST OR PRESENT OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES ATTORNEYS, LICENSORS OR INFORMATION PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF LEADPLOTTER, THIRD PARTY CONTENT PROVIDERS AND THEIR RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
13. **General.** The Terms, together with the [Privacy Policy](#) and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and LeadPlotter regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may

not assign or transfer the Terms or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign the Terms at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. The Services may become unavailable to you as a result of maintenance, malfunction of computer hardware or software, or for other reasons, and may result in damages to your systems or operations. You shall be solely responsible for ensuring that any information or content obtained from the Services does not contain any virus, worm, mole or other computer software code or subroutine designed to disable, erase, impair or otherwise damage your systems, software, or data. Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. Upon termination of the Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

14. **Non-Compete:** You may not use the Site to solicit subscribers to join other online information services that are competitive with the Site.

15. **Dispute Resolution and Arbitration.**

1. Dispute Resolution: You and LeadPlotter agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Services or use of the Site, Application or Collective Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding. Further, unless both you and LeadPlotter otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the

preceding sentence, this “Dispute Resolution” section will survive any termination of these Terms.

2. **Arbitration Rules and Governing Law:** This agreement to arbitrate evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.
3. **Arbitration Process:** A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.
4. **Arbitration Location and Procedure:** Unless you and LeadPlotter otherwise agree, the arbitration will be conducted in the San Francisco county. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and LeadPlotter submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.
5. **Arbitrator’s Decision:** The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the

claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. LeadPlotter will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys' fees and expenses if it prevails in arbitration.

6. Fees: Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules.
 7. Changes: Notwithstanding the provisions of the "Modification of the Terms" section above, if LeadPlotter changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of LeadPlotter's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and LeadPlotter in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).
16. **Contact Information.** If you have any questions regarding LeadPlotter, the Service, or the Terms please contact us at hello@leadplotter.com.