

SALES LEAD MULTIPLIER INC.

END USER LICENSE AGREEMENT AND TERMS OF USE

LAST UPDATED: July 16, 2018

OUR AGREEMENT HAS BEEN UPDATED;

1. INTRODUCTION

1.1. Purposes

Our mission is to provide tools to improve sales productivity. This website (the "Website") is owned by Sales Lead Multiplier Inc. We at Sales Lead Multiplier Inc. ("SALES LEAD MULTIPLIER INC." or "we" or "us") provide a limited license to use our Applications (the "Applications") through the Website.

1.2. Agreement

By clicking "I Agree" (or similar), or downloading, installing, copying, or otherwise using all or any portion of the Applications, you are entering into a legally binding agreement, which includes this End User License Agreement, Terms of Use, the [Privacy Policy](#), and other terms displayed on this Website (the "Agreement" or "EULA"), as may be amended by us from time to time. If you do not agree to this Agreement, do NOT click "I Agree" (or similar) and do not access or otherwise use our Applications.

1.3. License Subscription, Not a Sale

The Applications may be licensed to you but are not sold. All right, title, and interest in and to the Applications, and all copyrights and other intellectual property rights thereto, are and shall remain the property of SALES LEAD MULTIPLIER INC. The Applications are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties, as further set out herein.

2. YOUR OBLIGATIONS

2.1. Eligibility

To use the Applications, you agree that (1) you must be age eighteen (18) or older; (2) you will have only one account, which must be in your real name or valid company name; and (3) you are not already restricted from using the Applications.

2.2. Password

Your account belongs to you. You agree to (1) try to choose a strong and secure password; (2) keep your password secure and confidential; and (3) not transfer any part of your account.

We ask you to register to become a user of our Applications ("USER"). To become a registered USER, you must complete the information in the "Signup" section of the Website. As part of the registration process,

you will select a password and may be prompted to complete information about yourself (“Personal Registration Information”). Your Personal Registration Information will be subject to our [Privacy Policy](#). You agree that the information you supply during that registration process will be accurate and complete and that you will not register under the name of, nor attempt to enter our Website under the name of, another person or entity. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing our Website through any password you select. You will notify us in a timely manner at manager@salesleadmultiplier.com of any known or suspected unauthorized use of your account, username, password, or any other breach of security that you become aware of. We disclaim any liability for any and all losses arising from your failure to so notify us.

2.3. Payment

You agree to pay us the applicable subscription fees and taxes. Failure to pay these fees may result in the termination of your license. Payment will only be accepted through a verified credit card or debit card.

2.4. Notices and Messages about Applications.

You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service; or (2) an email sent to an address you provided; or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

2.5. Your Content

You alone are responsible for the content gathered via our online Applications, and the consequences of any such content and postings. You agree not to use our Website or Applications to send or submit materials:

- a. that are false, inaccurate or misleading;
- b. that infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
- c. that violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, and false advertising);
- d. that are libelous, threatening or harassing;
- e. that are obscene or contain any kind of pornography;
- f. that contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- g. that might create liability for us or might cause us to lose (in whole or in part) the Applications of our Internet service providers or other suppliers;
- h. that interfere with the ability of others to enjoy our Website;
- i. that impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of Sales Lead Multiplier Inc.;
- j. that link to or include descriptions of goods or Applications that: (i) are prohibited under this Agreement; or (ii) you do not have a right to link to or include;

- k. that contain any content that you do not have the right to make available under any law or any contractual or fiduciary relationship (such as inside information and confidential information learned under a non-disclosure agreement); or
- l. that instigate or encourage others to commit illegal activities or cause injury or property damage to any person.

That said, we are most often a passive conduit for the information Users submit. We cannot and do not review every submission a User may make. We neither endorse nor guarantee the accuracy or propriety of any submission. We do, however, reserve the right, but do not assume the obligation, to restrict or prohibit your use of our Website if we believe you are violating any of the terms of this Subscription Agreement and to remove, edit, or relocate any submission as we see fit, whether for legal or other reasons.

2.6 DOS AND DONT'S

Your commercial exploitation of the Website is restricted to the limited license and by your obligations herein. As a condition of your subscription and eligibility to use our Website and Applications, you must abide by the Sales Lead Multiplier Inc. Community Guidelines below:

DO:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name or entity name;
- Use the Applications in a professional manner;
- You are responsible for the use of Applications on any and all 3rd-party websites you visit. The use of the Applications may be considered a violation of some 3rd-party website terms of use and may result in the 3rd-party website owner disabling or restricting your use of the 3rd-party website. SALES LEAD MULTIPLIER INC. is not responsible for any actions taken by 3rd-party websites on your account or access of the 3rd-party websites.

DON'T:

- Act dishonestly or unprofessionally, including by posting inappropriate, inaccurate, or objectionable content;
- Add content that is not intended for, or inaccurate for, a designated field (e.g. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by Sales Lead Multiplier Inc.);
- Use an image that is not representative of your business or is misleading;
- Create a false identity on Sales Lead Multiplier Inc.;
- Create a profile for anyone other than yourself or your business;
- Use or attempt to use another's account;
- Harass, abuse, or harm another person;
- Act in an unlawful, libelous, abusive, obscene, discriminatory, or otherwise objectionable manner;

- Disclose information that you do not have the right to disclose (such as confidential information of others (including your business));
- Violate intellectual property rights of others, including patents, trademarks, trade secrets, copyrights, or other proprietary rights;
- Violate the intellectual property or other rights of Sales Lead Multiplier Inc., including, without limitation, using the word “Sales Lead Multiplier Inc.” or our logos in any business name, email, or URL.
- Send any unsolicited or unauthorized advertising, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation unauthorized by SALES LEAD MULTIPLIER INC.;
- Send messages to distribution lists, newsgroup aliases, or group aliases;
- Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Applications;
- Create profiles or provide content that promotes escort services or prostitution.
- Create or operate a pyramid scheme, fraud, or other similar practice;
- Copy, modify, or create derivative works of Sales Lead Multiplier Inc., the Applications or any related technology (except as expressly authorized by Sales Lead Multiplier Inc.);
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Website, Applications, or any related technology, or any part thereof;
- Imply or state that you are affiliated with or endorsed by Sales Lead Multiplier Inc. without our express consent;
- Rent, lease, loan, trade, sell/re-sell access to the Applications or related any information or data;
- Sell, sponsor, or otherwise monetize any other feature of the Applications, without the consent of Sales Lead Multiplier Inc.;
- Remove any copyright, trademark, or other proprietary rights notices contained in or on our Website or Applications;
- Remove, cover, or obscure any advertisement included on the Applications;
- Collect, use, copy, or transfer any information obtained from SALES LEAD MULTIPLIER INC. without the consent of SALES LEAD MULTIPLIER INC.;
- Share or disclose information of others without their express consent;
- Use bots or other automated methods to access the Applications, add or download contacts, send or redirect messages;
- Monitor the Applications' availability, performance, or functionality for any competitive purpose;
- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Applications;
- Access the Applications except through the interfaces expressly provided by SALES LEAD MULTIPLIER INC.;
- Override any security feature of the Applications; or
- Interfere with the operation of, or place an unreasonable load on, the Applications (e.g., spam, denial of service attack, viruses, gaming algorithms).

5. OUR LIMITED LICENSE TO YOU

5.1 LIMITED LICENSE GRANT

For purposes of this limited license, the following definitions apply:

“Computer” means one electronic device for storing and processing data that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

“Permitted Number” means one, unless otherwise granted in writing by SALES LEAD MULTIPLIER INC.

“Use”, “Used,” or “Using” means to access, install, download, copy, or otherwise benefit from using the functionality of the Applications.

Subject to the payments and the license restrictions herein, We grant to you a worldwide, non-transferable, non-sub-licensable, limited license to install and Use one copy of the Applications on a single Computer at a time and only by one user at a time, or up to the Permitted Number of Computers and users.

As between you and Sales Lead Multiplier Inc., you own the content and information that you gather through your Use of the Applications.

5.2 LICENSE RESTRICTIONS

You shall not Use the Applications on or through a network, either directly or indirectly through commands, data, or instructions from or to a Computer not part of your internal network, for Internet or web-hosting services or by any user not licensed to Use this copy of the Applications through a valid license from SALES LEAD MULTIPLIER INC.

This license is for a single user and not for commercial or batch use or resale. SALES LEAD MULTPLIER INC. reserves the right to limit the monthly use of the Application. A single-Use license for the Applications may not be Used concurrently on different Computers. Any copy of the Applications shall include, in readable format, any and all proprietary and copyright notices contained on the original.

You may not reverse engineer, decompile, or disassemble the Applications, or otherwise attempt to derive source code from the Applications. You shall not knowingly permit anyone to Use any portion of the Applications, (a) for the purpose of deriving its source code, or (b) for purposes other than as authorized in this EULA.

You may not rent, lease, sublicense, or otherwise transfer all or any portion of the Applications, or authorize any Use of the Applications by any other person except as expressly permitted hereby.

The Applications are licensed as a single product. Component parts may not be separated, and may not be Used on more than one Computer. You may not create or add components to be used in combination with the Applications, if any purpose of such combination is to package, repackage, sell, resell, rent, sub-rent, lease, or sublease any portion of the Applications to any third party.

You may not incorporate a graphical user interface or any interface of any kind in conjunction with the Applications.

You agree to use all reasonable efforts to ensure that persons employed by You or under Your direction and control abide by the terms and conditions of this EULA. In the event that You become aware that the Applications are being used by such persons in a manner not authorized by this EULA, You shall immediately notify SALES LEAD MULTIPLIER INC. in writing of such facts and You shall immediately use all reasonable efforts to have such unauthorized use of the Applications cease, and to recover any copies of the Applications that were made in violation of this EULA. Notwithstanding any other form hereof, You will at all times remain responsible and liable for, and shall indemnify SALES LEAD MULTIPLIER INC. against any damages or claims arising out of or related to, any breach of this EULA by any authorized or unauthorized User of the Applications licenses to You hereunder.

The Applications and their component parts are protected by Copyright and other proprietary rights of SALES LEAD MULTIPLIER INC., and possibly one or more third-party software vendors who are intended beneficiaries of this EULA. You may be held directly responsible by such vendors for any acts, relating to the Applications' component parts, that are in violation of this EULA. To the maximum extent permitted by law, You waive all claims and causes of action against such third-party software vendors that arise under this EULA or in connection with Your use of, or inability to use the Applications or their components. No such third-party software vendors will have any liability of any kind to You in connection with any such claims or causes of action.

Without prejudice to any other rights, SALES LEAD MULTIPLIER INC. may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Applications PRODUCT and all of its component parts.

5.3 USE OF THE WEBSITE Your Profile. Any Profile you create through our Website and any information you provide to us must meet the requirements, which are explained in the section of our Website titled, "Signup." Any transactions you conduct through our Website must be in compliance with the terms of this Agreement and other terms of use and policies on our Website.

Links. You are free to encourage others to access the information on our Website. We welcome links to our Website homepage. You are free to establish a hypertext link to our Website homepage, provided, the link does not state or imply any sponsorship or endorsement of your website by us or make use of a trademark, service mark, or logo without written consent of the owner.

No Framing. Without our prior written consent, you may not frame, or in-line link to, any of the content of our Websites, or incorporate into any other website or service any of our intellectual property.

6. SERVICE AVAILABILITY

SALES LEAD MULTIPLIER INC. is not a storage service. You agree that we have no obligation to store, maintain, or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

Sales Lead Multiplier Inc. reserves the right to change, restrict, suspend, or terminate your subscription and the Applications if Sales Lead Multiplier Inc. believes that you may be in breach of this Agreement, or applicable law, or are misusing the Applications (e.g. violating any Do and Don'ts). To the extent allowed under law, these changes may be effective upon notice provided to you.

7. THIRD-PARTY SERVICES & CONTENT

By using the Applications, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Sales Lead Multiplier Inc. does not review content. The materials posted by third parties represent the views of such third parties and are not endorsed by us, nor do we guarantee the accuracy of any information. You agree that we are not responsible for third parties' content or information or for any damages as result of your use of or reliance on it.

You are responsible for deciding if you want to access Websites and use our Applications. Third-party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Sales Lead Multiplier Inc. is not responsible for these other sites and apps. Use these at your own risk. Please see our Privacy Policy.

8. TRADEMARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

The Website, the Content, and the Applications are the property of Sales Lead Multiplier Inc. or its licensees and are protected by copyright, trademark, trade dress, unfair competition, and other laws, and the Website and Applications may not be copied or imitated in whole or in part. Sales Lead Multiplier Inc. reserves all of its intellectual property rights in and to its Website and the Applications. For example, the Sales Lead Multiplier Inc. service mark, and other trademarks, service marks, graphics, and logos used in connection with the Website or the Applications are trademarks or registered trademarks of Sales Lead Multiplier Inc. or its licensees. Other trademarks and logos used in connection with the Applications may be the trademarks of their respective owners. No logo, graphic, sound, or image from the Website may be copied or retransmitted unless expressly permitted by us.

We do not want anyone to be confused about which materials and services are provided by us and which are not. So, you may not use any the name, Sales Lead Multiplier Inc., or any other trademark, service mark, or trade name appearing on our Website.

Sales Lead Multiplier is a service mark of Sales Lead Multiplier Inc. You agree not to suggest any legal relationship between you and us or do anything that would infringe our rights.

9. DISCLAIMERS OF WARRANTIES

YOU AGREE THAT USE OF THE WEBSITE AND APPLICATIONS IS AT YOUR SOLE RISK. OUR WEBSITE AND APPLICATIONS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SALES LEAD MULTIPLIER INC. ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION, MATERIALS AND APPLICATIONS AVAILABLE THROUGH OUR WEBSITE OR APPLICATIONS. WE DO NOT GUARANTEE OUR WEBSITE OR APPLICATIONS TO BE ERROR-FREE, SECURE, CONTINUOUSLY AVAILABLE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

TO THE EXTENT ALLOWED UNDER LAW, SALES LEAD MULTIPLIER INC. DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, TITLE, AND

NONINFRINGEMENT. SALES LEAD MULTIPLIER DOES NOT GUARANTEE THAT THE APPLICATIONS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS. SALES LEAD MULTIPLIER INC. PROVIDES THE APPLICATIONS ON AN “AS IS” AND “AS AVAILABLE” BASIS.

WE MAKE NO REPRESENTATIONS AS TO THE CONTENT, QUALITY, SUITABILITY, FUNCTIONALITY OR LEGALITY OF ANY INFORMATION, GOODS, OR SERVICES THAT YOU OR OTHER USERS OFFER, OR TO WHICH YOU OR OTHER USERS MAY PROVIDE LINKS. YOU HEREBY WAIVE ANY CLAIM YOU MIGHT HAVE AGAINST US WITH RESPECT TO YOUR INFORMATION, GOODS, AND SERVICES OR THOSE OF OTHER USERS. ALL MATTERS CONCERNING SUCH INFORMATION, GOODS, OR SERVICES, INCLUDING, BUT NOT LIMITED TO, PURCHASE TERMS, PAYMENT TERMS, WARRANTIES, GUARANTEES, MAINTENANCE, AND DELIVERY, ARE SOLELY BETWEEN YOU AND THE CONTACTS WITH WHOM YOU CHOSE TO DO BUSINESS. WE MAKE NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH REGARD TO ANY OF YOUR INFORMATION, GOODS, OR SERVICES PROVIDED BY YOU OR OTHER USERS. YOU WILL NOT CONSIDER US - NOR WILL WE BE DEEMED - A PARTY TO SUCH TRANSACTIONS, WHETHER OR NOT WE MAY HAVE RECEIVED SOME FORM OF REMUNERATION IN CONNECTION WITH THE TRANSACTION. WE WILL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING OUT OF ANY TRANSACTION (WHETHER DIRECTLY OR INDIRECTLY) BETWEEN YOU AND ANY OTHER PERSON OR ENTITY.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER LAW, SALES LEAD MULTIPLIER INC. (AND THOSE THAT SALES LEAD MULTIPLIER INC. WORKS WITH TO PROVIDE THE APPLICATIONS) SHALL NOT BE LIABLE TO YOU OR OTHERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE APPLICATIONS (E.G. OFFENSIVE OR DEFAMATORY STATEMENTS, DOWN TIME, LOSS OF USE, OR CHANGES TO YOUR INFORMATION).

IN NO EVENT SHALL THE LIABILITY OF SALES LEAD MULTIPLIER INC. (AND THOSE THAT SALES LEAD MULTIPLIER INC. WORKS WITH TO PROVIDE THE APPLICATIONS) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, THE AMOUNT OF \$1000 USD.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SALES LEAD MULTIPLIER INC. AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF SALES LEAD MULTIPLIER INC. HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

SOME LAWS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, SO THESE LIMITS MAY NOT APPLY TO YOU.

11. PRIVACY POLICY

To see our Privacy Policy click [here](#).

12. APPLICABLE LAW & JURISDICTION

This Website is controlled and operated by Sales Lead Multiplier Inc. from the Commonwealth of Massachusetts in the United States of America. Those who choose to access our Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws. This Subscription Agreement constitutes an agreement made in, and to be construed in accordance with the laws of, the Commonwealth of Massachusetts without regard to its conflict of law provisions. By using this Website, you consent to the exclusive jurisdiction of the state and federal courts in Suffolk County, Massachusetts, in all disputes arising out of or relating to this agreement or our Website.

13. DISPUTE RESOLUTION

You agree not take any legal action against us that relates to or arises out of our Website without first (a) sending us, via registered mail or national overnight courier service, a detailed written description of the facts and law out of which your claim arises; and (b) negotiating with us, in good faith, for not less than 30 days, toward resolution of the dispute. All correspondence concerning such dispute must be sent to manager@salesleadmultiplier.com, or such other designee as SALES LEAD MULTIPLIER INC. may identify from time to time.

14. MISCELLANEOUS

In the event that any provision of this Subscription Agreement conflicts with the law under which this Subscription Agreement is to be construed or if any provision is held invalid by a court with jurisdiction over the parties to the Subscription Agreement, such provision will be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Subscription Agreement will remain in full force and effect. Any waiver of rights under this Agreement shall be in writing. If either party fails to insist upon or enforce strict performance by the other party of any provision of the Subscription Agreement, or to exercise any right under the Subscription Agreement, such a failure will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance.

This Subscription Agreement constitutes the entire understanding between the parties as to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter.

15. COMPLAINTS REGARDING INTELLECTUAL PROPERTY

We respect the privacy and intellectual property rights of others. WE DO NOT CONDONE USING OUR APPLICATIONS TO INFRINGE COPYRIGHTABLE MATERIAL OR TO SEND SPAM OR THE LIKE.

If you are an owner of intellectual property who believes your intellectual property, or you believe your contact information has been improperly posted or distributed via this Website or Applications, please notify us immediately by sending an email to manager@salesleadmultiplier.com or by sending a notice by U.S. Mail to Sales Lead Multiplier, Inc., PO Box 620049 Newton Lower Falls, MA 02462. Please note that we may need to access and disclose your personally identifiable information in order to address any infringement claim.

16. HOW TO CONTACT US

For matters relating to your subscription, our Website, or Applications, you may contact us at the addresses below:

ONLINE: manager@salesleadmultiplier.com

BY MAIL: Sales Lead Multiplier, Inc., PO Box 620049 Newton Lower Falls, MA 02462

END OF AGREEMENT