

Gordon Marketing Medicare Lead Agreement

This Lead Agreement ("Agreement") is entered into as of the purchase date of the Lead Order herein by and between GM LLC ("GM"), and the undersigned client ("You" or "Client").

1. Client Responsibilities: Client agrees to:

1.1 Client agrees to purchase leads from GM at a cost determined by GM, and

1.2 Client understands that he/she will not receive any future leads if credit card charges are declined or credit card transaction is not approved for any reason. If card declines, Client must pay balance before he/she receives more leads. See also Credit Card Chargebacks.

1.3 Client will provide information regarding the targeted lead area. GM will attempt to pull data within that radius but may need to expand the parameters to satisfy the order.

1.4 Client understands that GM has no control over the demographics contained within the target area. Client assumes responsibility for analyzing the socioeconomic conditions and demographics.

1.5 Client understands that if a zip code is provided on the border of one or more states, it is the Client's reasonability to let GM know if only 1 state is desired. This may be done in the "Instructions" section of the order.

1.6 Client may not, under any circumstances, re-sell leads acquired from GM without written authorization. **Client agrees to pay all attorney fees and court costs that may be associated with enforcing this provision against Client.**

2. Order Cancellation: Client responsibility:

2.1 Client must cancel any lead orders in writing (e-mail ok) before any work is performed by GM. Orders cancelled after the work has begun cannot be canceled. Cancelled orders may be subject to a cancellation fee of 10% per lead ordered.

3. GM Responsibilities: GM agrees to:

3.1 GM does not keep any Client personal data including but not limited to credit card numbers.

3.2 GM will not resell or reuse the leads purchased by a Client. It is possible that some of the same leads could be generated from independent efforts. It is GM general practice to avoid calling into the same area within 90 days.

3.3 GM agrees never to sell or give Client information to third parties.

3.4 GM agrees to process all Lead Orders in a timely manner. Leads are generally delivered to the Client between 5 to 10 business days of the order being processed (orders are processed on Thursdays of the week the order is received). Delivery of all leads generally happens over several days.

4. Credit Card Chargebacks: Client agrees that:

4.1 Completed lead orders are non-refundable.

4.2 Should a credit card charge be reversed (“chargeback”), the Client will be given 3 business days to reverse the chargeback.

4.3 Should the balance due not be paid and legal collections initiated, a penalty of twice (2x) the amount due will be added to the balance owed.

5. Lead Credits: GM provides Client with extra leads to compensate for possible errors within a batch of leads. GM does not generally offer lead credits. By placing a lead order, the Client agrees to all the terms and conditions listed herein and in the Terms of Service.