



**One on One Marketing, Inc  
Lead Generation Terms & Conditions**

**1. Definitions**

- 1.1 "Campaign" means particular promotion, offer, product, or service for which the User is submitting their information and for which One on One is acquiring Leads.
- 1.2 "User" means the individual consumer, prospect, or customer who has expressed an interest or may be interested in the products or services marketed in a particular Campaign.
- 1.3 "Lead" means the information, or data, submitted by the User for a particular campaign.
- 1.4 "Company" means the Company or entity entering into this agreement and that is supplying Leads for a particular Campaign. Also known as an affiliate, publisher, lead source, or vendor.
- 1.5 "Bad Data" or "Bad Leads" means Leads that include invalid contact info (inaccurate contact information, disconnected numbers, bounced email addresses, etc.), missing required fields, improperly formatted data, leads that have misrepresented themselves on the form (for example, indicating they are a different age than they actually are). A lead that denies submitting their information after being contacted within 24 hours of allegedly submitting their information is considered a bad lead.
- 1.6 "Duplicate" means a lead whose phone number or email address is identical to that of another lead that was previously received by One on One or is already present in One on One's database.
- 1.7 "Opt-In" means a type of Lead where the User gives explicit permission to be contacted by One on One for a Campaign. The User must either enter their information or pro-actively check a box on a web-form to submit their information for a Campaign.
- 1.8 "Advertising Materials" means all of the creative materials including images, graphics, text, links, etc. that will be displayed to the User.
- 1.9 "Lead Delivery" means the method that Leads are physically transferred to One on One for a particular Campaign. Examples include HTTP and Email.

**2. One on One Materials.** One on One shall provide the Company with all the Advertising Material necessary to promote the Campaign set forth under the IO. Company must first gain approval from One on One for any changes or modifications to Advertising Material prior to delivery. The Advertising Material shall be subject to review by One on One. One on One may refuse to accept any Advertising Material with or without cause.

**3. Distribution Guidelines.** One on One reserves the right to limit or cancel the distribution of its campaign with any particular lead provider or site or type of lead provider. Company agrees not to promote or advertise any campaigns on sites or pages promoting alcohol, tobacco, pornography or adult materials or sites. One on One represents that Lead Sources have agreed to both abide by all applicable laws and to only supply Opt-in Leads. All leads generated by Company through One on One's campaign cannot be resold or used by Company.

**4. One on One Privacy Policies.** Prior to the start of any lead generation/co-registration promotion Company will send One on One a master copy of the Privacy Policy used in all lead generation/co-registration promotions for the offer(s) of interest. Company will then be required to notify a One on One representative of any future changes to their Privacy Policies(s). If Company does not notify One on One of any new changes to their Privacy Policy the most recent copy will be deemed the only valid source of reference in the case of future consumer complaints or acquisitions regardless of when a lead was generated.

**5. Reporting.** ActiveProspect's LeadConduit platform will be used for reporting all numbers. Reporting will be updated twice a week.

**6. Payment Terms.** Final billable monthly numbers for invoicing will be sent to Company between the 1st and 5th of the following calendar month (unless the 5th falls on a weekend or a holiday, in which case the report will be sent the following day or Monday). Only good leads will be included in the final billable monthly numbers all bad leads will be exclude. Company will then invoice One on One for the number of leads reported to Company. ALL INVOICES MUST ALSO BE SENT BY EMAIL TO INSURE PROMPT PAYMENT. One on One will make payment to Company within thirty (30) days of receipt of invoice.

**7. Disclaimer of Warranties.** The Company makes no guarantees or representations to the One on One as to the level of consumer response (sales, registrations, leads, etc.) that will be generated from the Services. **TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY MAKES NO WARRANTIES (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS, EXPRESS, IMPLIED, ORAL, WRITTEN, OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH IN THE IO (IF ANY) WITH RESPECT TO THE PROVISION OF THE SERVICES OFFERED UNDER SUCH IO.**

**8. Warranties of Company.** Company represents and warrants that (a) it has the full corporate right, power and authority to enter into this Agreement and fulfill its obligations hereunder; to enter into and fully perform this Agreement; (b) the execution of this Agreement and performance of its obligations and duties hereunder does not conflict with any agreement to which One on One is a party or by which it is otherwise bound or any applicable governmental law or regulation to which it is subject; (c) it is the owner of, or is licensed or otherwise authorized to use the entire content of One on One Material, including, but not limited to: (i) names and pictures of persons; (ii) copyrighted materials, trademarks, service marks, or depictions of trademarked goods or service marked services or other intellectual property of any kind; and (iii) testimonials or endorsements.

Advertiser Initials: \_\_\_\_\_



**9. One on One Rights.** One on One reserves the right to contact a lead by any method they choose (including email, mail, phone, SMS messaging, etc.) as long as they are in compliance with all applicable laws. One on One will still retain ownership and may attempt to contact leads that are rejected as Bad Data

**10. User Complaint Handling.** In the event that One on One receives a complaint from a particular User or agency regarding a Lead that was received from Company under this Agreement, One on One may request additional information from Company. Company agrees to provide additional supporting information verifying that the Lead did Opt-In to a One on One campaign. Company agrees to supply, within **48 hours** of receiving the request, the name, contact information, IP address, timestamp, and source URL where the User Opted-In for the Campaign. Company understands that they will be liable and financially responsible for all accusations and litigation from any User or agency if Company fails to meet these requirements.

**11. License Under Intellectual Property.** During the term of this Agreement, One on One hereby grants to Company a non-exclusive, non-transferable, limited license to all intellectual property rights, owned or controlled by the One on One (including but not limited to copyrights, trademarks, and service marks) solely to the extent that such license is required for performance of Services. Nothing in this Agreement shall transfer ownership of any intellectual property to the Company, nor grant any right or license other than the limited license stated above. Such License shall terminate immediately upon termination of this Agreement for any reason.

**12. Term.** The term of the Agreement shall be for a period of one year. The term will automatically renew at the end of each year unless terminated by either party.

**13. Termination.** Either party may terminate an IO by providing the other party with two (2) business days prior written notice thereof. Either party may terminate an IO immediately in the event of a material breach of this Agreement by the other party by providing written notice of such termination to the breaching party. One on One shall have no obligation to compensate Company for any leads generated after the termination date. After the start of a campaign, any 30 day period with no activity (generation of leads) constitutes automatic termination of this agreement.

**14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without reference to principles of conflicts of laws.

**15. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.

**16. Amendment; Waiver.** No modification of the Agreement or any IO shall be binding unless in writing and signed by both parties. If any provision herein is held to be unenforceable, the remaining provisions shall remain in full force and effect. No waiver by One on One of any term, provision or condition contained in this Agreement shall be deemed to constitute a waiver of the same or any other term, provision or condition with regard to subsequent events circumstances.

**17. Notices.** Notices under this Agreement shall be in writing and shall be delivered by post, courier, or email to a business postal address, email address, or facsimile.

**One on One Marketing, Inc.**

**Company**

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Signature

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Signature

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Printed Name

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Printed Name

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Current Title

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Current Title

Advertiser Initials: \_\_\_\_