Jara List Management

Compliance and Indemnity Agreement

This Compliance and Indemnity Agreement (“Agreement”) is made on the date set forth below by and between Jara List Management Inc. (“JLM”), and (“Client”), (collectively “the parties”). The term of this Agreement shall begin on the date set forth below and terminate on the date Client last makes any use, direct or indirect, of the leads and/or services provided by JLM to Client. Unless otherwise indicated, the terms of this Agreement shall survive the termination thereof.

SUPERSEDING CLAUSE

This Agreement is in addition to, and supersedes any conflicting terms contained in, any pre-existing, contemporaneous or future lead purchase or sale agreement between the parties.

RESALE

Client agrees that it will not share, convey, resell or license the leads or services provided by JLM without the written consent of JLM.

Compliance with Law

All JLM offers are void where prohibited by law. JLM has made no representation of any kind regarding Client’s ability to legally contact the leads provided or maintained by JLM.

Client is required to use the leads provided and/or the services rendered by JLM in full compliance with all applicable laws and regulations, including without limitation, all state, federal and international: (1) Do-Not-Call list prohibitions; (2) telemarketer licensing and bonding requirements; (3) consumer cancellation rights; (4) mandatory disclosures; (5) cell phone calling restrictions; (6) autodialer and pre-recorded message restrictions; (7) internal DNC/opt-out rules; and all other applicable laws and regulations. By making any use of the services or the leads, Client expressly warrants that Client is and shall continue to act in full compliance with the law.

Client agrees that Client has read and understands the FTC’s Telemarketing Sales Rule (“TSR”) and the FCC’s Telephone Consumer Protection Act (“TCPA”), and all other applicable laws and regulations. Client understands that in some cases, applicable state and local restrictions are more restrictive than the federal rules. Client should review these rules with Client’s own legal counsel to ensure that Client understands and complies. JLM will not assume responsibility for ensuring that Client’s marketing campaigns meet applicable legal requirements. JLM will not assume any liability if Client is ever held guilty or liable for any law violation. Notwithstanding the foregoing, Client acknowledges that JLM has and is taking active steps to ensure the compliance of its customers, including by having Client agree to these terms.

Client understands and acknowledges that it is generally a violation of federal law, including the amended TCPA, to call a cell phone for telemarketing purposes using an automatic telephone dialing system (“ATDS”) or to deliver a pre-recorded telemarketing message to a landline or cell phone without prior express written consent. Client understands that even for non-telemarketing calls to cell phones, certain prior express consent may be required. Client understands that even in click-to-call/“preview” mode, certain manual calling software may still be considered an ATDS and subject to the dialer and wireless restrictions. Client will be responsible for ensuring that Client does not telemarket to cell phones without the appropriate consent. Client will purchase and timely scrub against a national list of wireless numbers and numbers ported from landlines to cell phones. JLM is not responsible for ensuring that Client does not transmit messages to cell phones in violation of the cell consent rules.

Safe Harbor

Client agrees to create and enforce its own internal safe harbor and Do Not Call policies and procedures in full compliance with the law. Federal regulations provide for a limited “safe harbor” defence to certain Do-Not-Call (“DNC”) violations. Some of the elements of the safe harbor defence are: (1) establish and implement written procedures to comply with DNC restrictions; (2) train personnel, and any entity assisting in compliance, in the written procedures; (3) monitor and enforce compliance with the written procedures; (4) maintain an entity-specific DNC/opt-out list; (5) use a process to prevent telemarketing calls to numbers on the national and entity-specific internal DNC lists.

No legal advice or counsel is given, or shall be deemed to have been given, by JLM or its affiliates and contractors, or by the services. Client should obtain its own legal advice regarding this advisability of this Agreement of the leads/services.

INSURANCE

Client agreed to maintain, while this agreement is in effect and for a period of at least one year thereafter, a commercial general liability insurance policy in the amount of at least $1,000,000.00, and an “errors and omissions” policy in at least the same amount. Client agrees to have JLM listed as an additional insured on these policies.

INDEMNITY

Client agrees to indemnify, defend and hold harmless JLM, along with its owners, members, directors, officers, agents, employees, contractors, consultants and vendors from and against any and all claims, suits, fines, costs, expenses, judgments and fees, including reasonable attorney’s fees, court costs and expenses, arising out of a claim alleging any violation by Client of the law, or alleging facts that would constitute a breach of Client’s warranties or obligations contained in this Agreement. Client will promptly indemnify, defend or settle, any such third-party claim, demand, lawsuit, investigation or proceeding brought against JLM. JLM will: (i) promptly notify Client of such claim, (ii) provide Client with reasonable information, assistance and cooperation in defending the lawsuit or proceeding, and (iii) give Client control and authority over the defense and settlement of such claim, subject to JLM’s approval of any such settlement, which approval will not be unreasonably withheld.