

Terms and Conditions

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2. Personal Use. Although we do charge a fee to Providers to purchase Leads, and we may from time-to-time charge users fees for utilizing various other services that may now or in the future be provided by our Site, we do not charge users to access the public portions of our Site. Accordingly, we grant each user a limited, revocable, non-exclusive license to access the Site in order to, as applicable, view or make legitimate inquiries to us regarding our Service, all in accordance with these Terms. We further grant each Provider a limited, revocable, non-exclusive license to access the password-protected portions of the Site in accordance with these Terms and any written agreement between us and the Provider. Any other use of the Site is expressly prohibited. Importantly, this limited license does not include any right of collection, aggregation, copying, duplication, display or derivative use of the Site nor any right of use of data mining, robots, spiders or similar data gathering and extraction tools without our prior written permission; provided, however, that a limited exception from the foregoing exclusion is provided to general purpose internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Site, provided that they each do so from a stable IP address or range of IP addresses using an easily identifiable agent and comply with our robots.txt file.

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- Reverse engineer any part of this Site;
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- Use any robot, spider, other automatic device, or manual process to monitor, copy, or keep a database copy of the Content or any portion of the Site;
- Use the Site other than to learn about our Service and to make legitimate inquiries to us regarding our Service;
- Use the Site to create any false or fraudulent account or inquiry;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law or for any other purpose that is unlawful or prohibited by these Terms;
- Post or transmit any information that constitutes or contains false or misleading indications of origin or statements of fact;
- Use or access the Site in any way that, in our sole discretion, adversely affects the performance or function of the Site or any other computer systems or networks used by us or the Site, or infringes on our copyright or any copyright of our Providers;
- Violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark or patent rights, rights of publicity or privacy or any other proprietary rights;
- Upload or transmit to the Site or use in connection with the Site any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, or in any way intercept the normal operation of the Site, or appropriate the Site or any system, or take any action that imposes an unreasonable load on our computer equipment, or any action that infringes upon the rights of any third party; or
- Disguise the origin of any information or inquiry transmitted through the Site.

If you are aware of or experience any Content, activity or communication through or in connection with the Site that appears to be in violation of the above, or in violation of any other provision of these Terms, we ask that you please inform us of any such violation by clicking the following link: [LEGAL](#).

5. Changes to Site. We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site features, database, or Content. We may also impose limits on certain features or services or restrict your access to parts or all of the Site without notice to you or liability to us.

6. Your E-mail Address and Our Privacy Policy. When you use the Site to send an inquiry to us, you agree to allow the Site and our affiliates to add your e-mail address to our database of users. You may receive one or more promotional e-mails from the Site and/or our affiliates. You may opt not to receive such promotional e-mails from us at any time. Please review our [Privacy Policy](#) for more information regarding our information collection practices and safeguards, and how to opt not to receive such e-mails. Your use of the Site signifies your acknowledgement of and agreement with our [Privacy Policy](#) which is expressly incorporated into these Terms.

7. Data Transmittal. Each user acknowledges and agrees that, regardless of such user's physical location, we may store and process any data transmitted to the Site from such user at locations both within and outside of the United States.

8. Identity Verification.

8.1. User verification on the Internet is difficult and we cannot and do not confirm each user's purported identity. We encourage you to use appropriate caution with anyone with whom you may be doing business via the Site or the Internet, generally.

8.2. If you are a Provider, you agree to (i) keep your password and online ID for this Site secure and strictly confidential, providing it only to authorized users of your account, (ii) instruct each person to whom you give your online ID and password that he or she is not to disclose it to any unauthorized person, (iii) notify us immediately and select a new online ID and password if you believe your password may have become known to an unauthorized person, and (iv) notify us immediately if you are contacted by anyone requesting your online ID and password. When you give someone your online ID and online password, you are authorizing that person to access and use your account, and you are responsible for any and all transactions that person performs while using your account, even those transactions that are fraudulent or that you did not intend or want performed.

8.3. EACH USER ACKNOWLEDGES AND AGREES THAT: (i) NEITHER THE SITE NOR ANY OF ITS AFFILIATES WILL HAVE ANY LIABILITY TO ANY USER FOR ANY UNAUTHORIZED TRANSACTION MADE USING ANY USER'S ONLINE ID AND PASSWORD THAT OCCURS BEFORE SUCH USER HAS NOTIFIED US OF POSSIBLE UNAUTHORIZED USE OF SUCH ONLINE ID AND PASSWORD AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE; AND (ii) THE UNAUTHORIZED USE OF YOUR ONLINE ID AND PASSWORD COULD CAUSE YOU TO INCUR LIABILITY TO BOTH THE SITE AND OTHER USERS. Further, we may suspend or cancel your account or your access to the Site at any time even without receiving notice from you if we suspect that your account and/or password is being used in an unauthorized or fraudulent manner.

9. Limitation of Liability. IN NO EVENT WILL THE SITE, AWL, OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS AND/OR EMPLOYEES (COLLECTIVELY, THE "AWL GROUP") BE LIABLE FOR ANY LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM OUR SITE, THESE TERMS, YOUR USE OF THE SITE AND/OR ANY TRANSACTION BETWEEN PROVIDERS AND PROSPECTS OR BETWEEN SITE USERS, GENERALLY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (i) BREACH OF CONTRACT, (ii) BREACH OF WARRANTY, (iii) STRICT LIABILITY, (iv) TORT, (v) NEGLIGENCE, OR (vi) ANY OTHER CAUSE OF ACTION, TO THE MAXIMUM EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SITE, IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR IF YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST THE AWL GROUP, ANOTHER USER OR THE SITE WITH RESPECT TO THESE TERMS OR THE SITE ITSELF, THEN YOUR SOLE AND EXCLUSIVE REMEDY AGAINST US IS TO DISCONTINUE USING THE SITE. IN ALL EVENTS, OUR LIABILITY, AND THE LIABILITY OF ANY MEMBER OF THE AWL GROUP, TO YOU OR TO ANY THIRD PARTY IN ANY CIRCUMSTANCE ARISING OUT OF OR IN CONNECTION WITH THE SITE IS LIMITED TO THE GREATER OF (i) AMOUNT OF FEES ACTUALLY RECEIVED BY US FROM YOU DURING THE CALENDAR MONTH DURING WHICH SUCH ALLEGED CLAIM(S) ACCRUED, AND (ii) \$100.00.

10. Disclaimer. THE SITE, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE SITE OR THE SERVICES, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SITE OR ANY LINKED SITE. FURTHER, WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR ANY SERVICES, MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Release. IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE OTHER USERS OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN ANY PROVIDER AND PROSPECT REGARDING ANY TRANSACTION), YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE THE SITE AND ANY MEMBER OF THE AWL GROUP, EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH SUCH DISPUTE AND/OR YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "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 MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IF YOU ARE A RESIDENT OF A STATE OTHER THAN CALIFORNIA, YOU EXPLICITLY WAIVE THE TERMS AND PROTECTIONS OF ANY STATUTE OF YOUR OWN STATE THAT HAS A SIMILAR IMPORT OR INTENT.

12. Indemnity. YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THE SITE AND THE AWL GROUP (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND COSTS INCURRED BY THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF YOUR USE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY DISPUTE BETWEEN A PROVIDER AND PROSPECT REGARDING ANY TRANSACTION), ANY ACT (OR FAILURE TO ACT) BY YOU OR OTHER USERS OF YOUR ACCOUNT OR ANY BREACH BY YOU OF THESE TERMS OR THE REPRESENTATIONS, WARRANTIES AND COVENANTS MADE BY YOU HEREIN, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS. YOU SHALL COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY CLAIM. THE AWL GROUP RESERVES THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU AND YOU SHALL NOT IN ANY EVENT SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

13. Choice of Law and Forum. ANY AND ALL SERVICES AND RIGHTS OF USE HEREUNDER ARE PERFORMABLE AND/OR SOLD IN THE STATE OF TEXAS, UNITED STATES OF AMERICA, AND YOU IRREVOCABLY AGREE THAT ANY CAUSE OF ACTION YOU MAY SUBMIT ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, ANY SERVICES ON THE SITE OR PURSUANT TO THESE TERMS WILL BE FILED IN THE STATE OR FEDERAL COURTS OF TRAVIS COUNTY, TEXAS, WHICH WILL BE THE SOLE AND EXCLUSIVE VENUE OF ANY LEGAL DISPUTE. YOU COVENANT NOT TO SUE US IN ANY OTHER FORUM FOR ANY CAUSE OF ACTION. YOU ALSO AGREE THAT ANY DISPUTE BETWEEN YOU AND US WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF ANY CONTRARY CHOICE OF RULE.

14. No Agency. The relationship between AWL and each user is that of independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relations is intended or created by these Terms or your use of the Site.

15. Notices. Except as explicitly stated otherwise, any notices shall be submitted (in the case of you contacting us) via e-mail using the following link: Legal and with a copy of such notice by certified postal mail, return receipt requested, to:

All Web Leads, Inc.

Attn: General Counsel

7801 Capital of Texas Highway, Suite 220

Austin, Texas 78731

or, when we need to send you notice, to any e-mail address you may provide to the Site during the registration process (as applicable). Notice shall be deemed given upon receipt or 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to any address provided to us during the registration process (as applicable). In such case, notice shall be deemed given three days after the date of mailing.

16. Amendments. We reserve the right, in our sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time. Notification of changes to these Terms will be posted on the Site and will be effective immediately thereafter. Your submission of a quote request and /or other use of the Site following the posting of any such change, modification or amendment to these Terms will constitute your acceptance thereof.

17. Links to Third-Party Sites. This Site may contain links and pointers to other Internet sites. Links to and from the Site to other sites, maintained by third parties, do not constitute an endorsement by us of such third-party sites or the contents thereof.

18. Your Record of These Terms. We do not separately file the Terms entered into by each user of the Site. Please make a copy of these Terms for your records by printing and/or saving a downloaded copy of the Terms on your personal computer.

19. Miscellaneous. We may immediately and in our sole discretion terminate any user's access to or use of the Site due to such user's breach of these Terms, our Privacy Policy or other unauthorized use of the Site. Any cause of action you may have hereunder or with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action first arises. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of any such right or provision. If for any reason a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms shall continue in full force and effect.

[End of Terms and Conditions of Use]