

Sales Associate
4100 Eldorado Parkway
Suite 100-414
McKinney Texas 75070
1-888-429-9299



PLEASE FAX ALL PAGES TO 1-888-600-8612

Terms and Conditions of Sales

Thank you for requesting preset appointments and phone leads. Sales Associate starts every new Customer relationship with an agreement. This Agreement spells out what you can expect from us, and what we expect from you.

There are some important points we would like to address regarding our services. You must Read and Agree to the Senior Sales terms and conditions including any future amendments (collectively, the "Agreement") prior to placing your order request:

All orders are subject to the following Terms and Conditions

In case Sales Associate receives a report of a "non- scheduled lead" Sales Associate guarantees to provide the client with the telephone conversation recording; otherwise the "deficient" lead will be replaced with no questions asked.

REPLACEMENT POLICY

You understand and agree Sales Associate will not replace the following appointments:

- ✓ The Customer calls the appointment ahead in which can result in lead changing their mind.
- ✓ The Customer that miss the appointment.
- ✓ The Prospect is not at home at the scheduled time. Can be rescheduled by the Customer.
- ✓ The Prospect changed their mind at the door, however this will be reviewed to determine why the prospect changed their mind.
- ✓ If a "bad lead" with a detailed description has been forwarded to Sales Associate's Quality Control for review after 24 hours of the agent's/broker's scheduled lead.

Disclaimer: With any complaint feedback to either an appointment or phone lead the Agent will need to complete a feedback report form and fax or email it to our Quality Control Department within 24 hours for review of replacement. Sales Associate will review the lead for replacement by listening to the recorded conversation at the time the lead has been scheduled. It will be determined if the prospect agreed to meet with the Customer and all eligibility criteria was confirmed. If the lead is not replaced a copy of the recording will be sent to the Agent confirming the lead was scheduled accurately. Notification of a replacement will be sent to the Customer if the lead is deemed replaceable.

All life insurance appointment/phone leads (prospects) are based on a telephone conversation where the information Sales Associate receives are verified for accuracy. Sales Associate believes that it has compiled and developed high value information and appointment setting service, however, the Leads are provided on an "as is" basis. Customer agrees and acknowledges that Sales Associate shall not be liable for any loss or injury caused in whole or in part by contingencies beyond its control. Sales Associate obtains their leads through a private vendor generation service.

(Initials)



Mortgage Brokers:

Federal Regulations and Compliance for Loan Officers and Mortgage Brokers:

Every Loan Officer/Mortgage Broker involved in the solicitation, selling, or negotiation of Mortgage related products and services must have a State issued license and must maintain compliance within their state of business through all applied federal regulations. Each Loan Officer and/or Mortgage Broker must be in compliance with: Equal Credit Opportunity Act; Annuity Disclosures for Reverse Mortgages; Notice Regarding Your Right to an Appraisal Report; (RESPA) Disclosures; Good Faith Estimate; Addendum to Good Faith Estimate; Mortgage Servicing Transfer Disclosure; Truth-in-Lending; and Notice of Right to Cancel. Loan Officer's and/or Mortgage Brokers must obtain all proper licensing within the States where they plan to work. Separate licenses are required for agents to sell certain Mortgage products. Sales Associate is an independent marketing firm and is not contracted with any bank or financial institution Sales Associate does not require the Loan Officer and/or Mortgage Broker to provide their license (s) information to purchase preset appointments. Loan Officer and/or Mortgage Broker are responsible to obtain prior permission/approval (if required) from their banking financial institution and/or carrier/agency (s). Senior Sales is not responsible nor will refund any amount of services rendered if the Loan Officer and/or Mortgage Broker does not follow their banking financial institution and/or carrier/agency guidelines and requirements.

Sales Associate is not required to provide vendor generation information to the Customer. According to the third parties data lists providers at the time of purchase; all consumer data lists with phone numbers are privacy-compliant. Over time, people may add themselves to the Do Not Call list and it is ultimately the responsibility of the client to remove these names before calling.

Sales Associate will not refund any amounts paid for an appointment/phone lead. In the event a Lead is flawed because the person does not live at the address given or the appointment/phone lead has not been set, a replacement Lead will be provided to the Buyer, provided, however, that Buyer must provide written notice of the flaw to Sales Associate within twenty four (24) hours of the appointment/phone lead and Sales Associate must concur that such Lead was flawed. Sales Associate uses a third party verification service to investigate any such flawed Leads.

A false claim of a flawed Lead will be deemed an event of default under this Agreement. Replacement Leads will not be given in the event the subject of the Lead: changes their mind at the time of the call; misses the appointment or phone lead or are not home at the appointed time; have an existing insurance plan; or if the Customer fails to give notice within the time period specified above.

Agent Responsibility:

Every Customer involved in the solicitation, selling, or negotiation of insurance must have a State issued license. Insurance sales agents must obtain a license in the States where they plan to work. Separate licenses are required for agents to sell life and health insurance. Sales Associate does not require agent to provide their license (s) information to purchase preset appointments or phone leads. Customer is responsible to obtain prior permission/approval (if required) from their carrier (s) and/or insurance agency. Sales Associate is not responsible nor will refund any amount of services rendered if agent does not follow their carrier or agency guidelines and requirements.

Once a schedule is approved by the Customer and is in progress for scheduling of appointments, Sales Associate cannot suspend the order, place the schedule on hold OR cancel the order.

(Initials)



Sales Associate targets to fulfill each agent's requested amount of appointments per day; however if the appointments do not pass Sales Associate quality control review, this could result in the agent being shorted appointments for the following day. Any appointments that are shorted will be applied to the end of the Customers schedule in order to fulfill the agent's order. The Customer would have to provide their account manager a schedule within a 48 hour prior to their last scheduled date of additional dates for Sales Associate to schedule the shorted appointments, per the agent's availability. Sales Associate does not guarantee any number or quality of leads.

For any leads that are sent after the Customer's scheduled appointment time, Sales Associate will automatically replace those appointments; however, the agent must notify their account manager in order to qualify that appointment to be added by Sales Associate to their schedule.

For any changes the Customer may have to their existing schedules, they must provide Sales Associate with notice of at least three (3) business days for the changes to come into effect. If there are appointments already scheduled for the agent, the agent must still honor the appointments set for them prior to the changes taking effect.

Please Double Check:

Sometimes faxed orders are not clear. It is imperative to double check your schedule attached prior to making a payment. Please verify if the following is correct prior to submitting your order:

Type of Appointments

- **Schedule**
- **Territory (city or county)**
- **Income level**
- **Special Request**
- **Contact information (including your email address)**

If there are any errors, please send an email immediately to the Order Processing Manager. Once we have verified your desired schedule for the week and you have made a payment you cannot change or stop your confirmed order schedule until it's fulfilled or until your reorder is placed. Sales Associate *will accept all types of payments for repeating clients*. Sales Associate must receive payment for any purchased Leads prior to the distribution of the same to the Buyer. Payment shall be in a form acceptable to Sales Associate; the existing forms of payment that are acceptable are: check, money order, carrier check or cashier's check. If you are paying by a personal or business check please be advised upon receipt of your check, we require a mandatory 4-5 day processing period to determine whether a check bounces or not. Regrettably, we do receive counterfeit cashier's checks and money orders and we require this time frame to screen out any incidents of fraud. Apart from ensuring that each check has the proper funds, this process enables us to verify whether or not the customer actually authorized this payment, consequently protecting our customers and their checking accounts from any acts of identity theft. All forms of payments must be received no later than Thursday to start orders for the following week.

(Initials)



Arbitration Clause:

Any dispute between Sales Associate and the Customer, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration to take place in Collin County, Texas. The parties agree that the dispute shall be submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Allocation of Fees and Costs: A Judgment on the Award may be entered in any court having jurisdiction. If an "Award" is awarded to either party the Arbitrator may allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Arbitration conducted hereunder shall take place in Collin County, Texas.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY LEGAL ACTION.

In that Client initiates litigation, rather than abiding by the binding arbitration called for in this Agreement, the Customer shall pay any and all attorney's fees and costs associated with the litigation.

Sales Associate offers services that are subject to the terms and conditions set forth herein requiring full compliance on the part of the Agent. If you are in non-agreement to any terms and conditions disclosed in this agreement, discontinue using this site for info or placing an order. By your acceptance of proceeding with placing an order and usage of this service for any purpose including order purchases is regarded as your agreement to the terms and conditions stated above and are legally binding between us.

By signing below, you are acknowledging you have read and you are in agreement to Sales Associate Terms and Conditions.

SIGNATURE REQUIRED TO PROCESS ORDER

Customer Signature: _____

Print Name: _____

Date: _____

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