**INTURMARK, INC.**

**TERMS AND CONDITIONS**

The terms and conditions (“terms”) herein are a legal, binding agreement between Inturmark, Inc., a consulting and marketing services provider (“Inturmark” or “we”), and you, the recipient of the services from us or via our website (“agent” or “you”). Acceptance of the terms herein is a condition to your use of the website and any of our services, and to our provision of the consulting and marketing services to you. You accept that each interaction between you and the website, and each request for or delivery of our services is subject to the terms herein. If you disagree with any or all of the terms herein you may not use our services or acquire any of our services from us and should not access our website.

**Purchase**

You will be charged for the marketing services based on the price stated at the time of the purchase, and fees may differ from purchase to purchase at any time. An order may take up to 7 days to be delivered. Fees accumulate and are due upon your receipt of the services. You accept that you will provide us with current and valid credit card information (name, type, number, expiration date, and so) and hereby authorize us (directly or via our agents) to charge any credit card you have provided in the amount of all or part of the fees payable for the services purchased in addition to any taxes we may be obliged to collect. We may require you to fund in advance your account with us in an amount decided by us at any time. You permit us to make a charge against your account pre-funded balance in the amount of the fees for the leads or any services delivered to you. Pre-funded balances will need to be renewed to maintain the balance at the required minimum amounts stated by us at any time. We retain the right to not deliver the services if there is no adequate balance in your account to pay for the leads or any services.

Purchases of services are not cancellable, and fees paid are not refundable. You are not authorized to use any services that are not paid for.

You may reject a lead for a credit within 10 days of receipt if: (i) the lead has a disconnected phone number; (ii) the lead person is below 18 years of age; (iii) the lead is beyond the geography or not for the service requested by you, where appropriate, or (iv) the lead is a duplicate of another lead we have offered for the same requested services that is generated by the same person (i.e., the leads includes the same name, phone number, address and email address).

**Authorized Use and Purpose of Leads**

Leads and any other services are rendered on a non-exclusive basis for a particular kind of product or service for which the consumer submitted the online form (“the specific vertical”). You are allowed to use the leads and any other services provided by us exclusively for your internal marketing purposes of proposing only your products and services in the specific vertical to the consumer. You may not use the lead or any of the services for purposes of marketing or offering products and services other than those that the consumer has expressly inquired about, or of third parties.

Leads and services are confidential information of Inturmark. You agree not to share with others, distribute, license, resell or otherwise disclose any or all of the leads or the services or the information included in them, alone or as form of a list or any other data or lead aggregation, to any third party for any purpose, unless only to an entity employed by you as a contractor for the sole purpose of assisting you in line with the authorized use of the leads and the services by you. Leads may be generated from a chosen location. We don’t guarantee a certain result. A lead is a prospect, not a guaranteed sale. All leads delivered over 60 miles are replaced.

**Compliance**

It is solely your responsibility to become familiarized with all laws, rules and regulations applicable to the receipt, use, storage and safeguarding of data that identifies consumers that we offer you, and to act in accordance with them. You agree that you will maintain commercially reasonable physical, electronic and procedural controls, precautions and protections to safeguard any such consumer information received pursuant to the terms herein from unauthorized use or disclosure, including but not limited to the maintenance of relevant security to limit access to the consumer data exclusively to carry out the purposes for which the information was disclosed.

**Warranties & Disclaimer**

In line with each purchase or receipt of services, you warrant and agree that:

* the use of the services and any calls and any other interactions with and information provided to consumers that resulted from the services will be in compliance with all relevant federal, state and local laws, statutes, rules and regulations, including with no limitation to, the Communications Act of 1934, the Telephone Consumer Protection Act (“TCPA”) and effecting regulations by Federal Communications Commission, the Federal Trade Commission’s Telemarketing Sales Rule, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act, and other federal, state and local laws, rules and regulations governing the marketing, sales, and/or promotion of goods or services, including the general consumer protection laws and regulations, or other consumer protection laws that inhibit unfair, misleading, or deceptive practices or acts;
* without restraining the generality of any subsection above, you will make no calls to any person listed on any federal or state national Do-Not-Call (DNC) registry except there is an exemption;
* you will use no lead information for the purpose of determining a person’s eligibility for insurance, employment, credit or otherwise in any way that breaches the Fair Credit Reporting Act;
* you have disclosed the existence of any federal or state orders, decrees, or consent agreements, and any pending informal or formal government investigations, and you also warrant that if you are involved or named in any action, complaint, investigation or other proceeding by or before any governmental or regulatory body, or any private party, you will provide immediate notice to Inturmark of such action, complaint, investigation or other proceeding; and
* you will make sure that your employees, agents, and contractors comply with all the foregoing.

The services and the website are provided “as is”, “where is”. Unless as expressly stated in this section, neither party makes any form of warranties to the other, and all statutory, implied or other warranties are disclaimed to the maximum extent permitted by law, including any warranties of merchantability, fitness for a specific purpose, non-infringement, compliance with the laws, title, or based on the course of dealing or use of trade. We don’t guarantee that any information provided by the consumer is correct or complete, or the results to be realized from the leads, including any particular customer conversion rates.

You understand and agree that leads and contact information collected haven’t been screened or validated by us, and are not guaranteed to be correct or error-free and all risks of condition, use, design, fitness, or quality are solely yours.

**Indemnification**

You agree to indemnify, defend and hold harmless Inturmark and its members, affiliates, officers, directors, assigns and successors from and against all liabilities, costs, damages and expenses (including reasonable attorney’s fees) arising out of a third party claim or investigation regarding your, your affiliates’, or your or their employees’, agents’ or contractors’ activities pertaining to the leads or the possession, disclosure or use thereof, including with no limitation to, any consumer contact or information in connection therewith, or any violation of the warranties you made above, including your warrant of compliance with TCPA, or the limitations on the use of the leads. This obligation stays in effect for a period of five (5) years from the date of each lead purchased or acquired by you, and stays in effect thereafter for all claims made or investigations initiated within that period.

**Disclaimer and Limitations of Liability**

As a condition to providing you with our services, we both agree that, to the maximum extent permitted by law, Inturmark will not be liable to you, your affiliates or respective agents or contractors or any third party, notwithstanding the action or cause, for: (i) any indirect, special, exemplary, consequential or reliance damages arising from the leads or any services, any information we offer you in connection therewith, the terms herein or any matters relating thereto, including with no limitation to loss of revenues, business opportunity, data or profits, even if earlier advised of the possibility of such damages; or (ii) any damages of any kind, in the aggregate at any time, in excess of the amount paid by you to us for the services under the terms herein in the most recent three (3) month period. The limitations and exclusions of liability here shall apply equally for the benefit of Inturmark’s officers, employees, contractors, representatives and affiliates when acting in line with the subject matter of the terms herein.

**Termination**

Either party may terminate this relationship at any time by discontinuing the provision or purchase of leads or any of the services. These terms will survive termination for any reason, and continue to apply indefinitely to any leads purchased or acquired hereunder and all matters regarding such leads, services or their use, including with no limitation to the use restrictions, indemnification, warranties and limitation of liability, mandatory arbitration provided here.

**Mandatory Arbitration**

The terms here are governed by the laws of the United States. You and we agree to settle any disputes regarding the terms, the leads or any other services exclusively by binding arbitration, before a single arbitrator, in line with the rules of the American Arbitration Association. The seat of the arbitration will be within the jurisdiction where the defending party resides. The arbitrator shall be chosen in line with the AAA rules, or otherwise as mutually agreed by both parties. To initiate the arbitration process, a party must create a written demand therefor. The decision of the arbitrator may be implemented in any relevant court of competent jurisdiction.

**Miscellaneous**

We are an independent contractor; this means that you and we are not by this agreement in a relationship of joint venturers, agency or partners, and neither party has the power to bind or obligate the other in any kind of way. If any stipulation of this agreement is deemed to be illegal, invalid or unenforceable, in part or in whole, the legality, validity and enforceability of any of the remaining stipulations of this agreement shall not in any manner be affected or impaired thereby and this agreement shall nonetheless be binding between the parties, and such stipulation shall be considered to be restated to show as nearly as possible the original intensions of the parties in line with relevant law, and the remainder of the agreement shall be and remain in full force and effect.

You may not assign nor transfer the leads, services or the terms herein, without Inturmark’s prior written permission, and any attempted assignment or transfer without such permission shall be null and void.

Inturmark reserves the right to update or modify the terms herein at any time based on sole discretion. You are advised to constantly check this page for any modifications

**Copyright policy**

**Inturmark Right**

We have the right to carry out any action we deem necessary, based on sole discretion, to implement the rights and obligations conceived by our Terms and to inhibit violation of these Terms. Therefore, our rights include, but with no limitation to, the following:

• Although we cannot monitor all the content on the site, especially user-generated content, you understand that we retain the right, but under no obligation, to monitor, move, edit, delete, or refuse to post, any content so as to determine and/or ensure compliance with these Terms and any other operating rules that may be created by us from time to time.

• We retain the right to force forfeiture of any username that is inactive, breaches trademark, or may mislead other users.

• We may, but under no obligation to, eliminate content and accounts containing content that we determine based on our sole discretion are unlawful, threatening, defamatory, libellous, obscene, offensive or otherwise objectionable or infringes on any party’s intellectual property or our Terms.

**Inturmark Ownership of Site and Content**

Except for your content, the Site including any underlying technologies is protected by copyright, patent, intellectual property, trademark, and other applicable laws. You may not become engaged in any of the following while accessing and/or using the Site: (1) adopt, copy, use, display, or mirror any tradename, protectable name, logo, trademark, proprietary information, or the design and layout of any page, unless as expressly permitted by the Terms; (2) access or tamper with non-public aspects of the Site, our computer systems, or the technical delivery systems of our service providers, including but with no limitation to, use of any data mining, data gathering or extraction technique; (3) test the vulnerability of our system or violate any security or authentication procedures; (4) circumvent, eliminate, modify, degrade, deactivate, or impede any technological measure executed by us or any of our service providers or any other third party to protect the Site; (5) access the Site via the use of any robot, scraper, spider, or any other mechanism other than via the Site or Inturmark API; or (6) alter, disassemble, decompile, reverse engineer, tamper with or otherwise attempt to create the source code of any software that we offer to you or any other aspect of the Site. Additionally, you agree not to post, upload, email or otherwise send any material intended to interrupt, limit, hamper or destroy the functionality of any computer software connected with the Site.

You agree not to archive, copy, reproduce, adapt, alter, publish, create derivative works based upon, license, distribute, offer for sale, sell, re-sell, publicly display, transfer, publicly perform, broadcast or otherwise exploit the Site or any aspect thereof, except as expressly permitted by the Terms.

Agent cannot copy, share or transmit any data content for the purpose of generating leads, marketing funnels or redistributing data.

All Content used for Ads, Funnels, Landing pages and solicitations are proprietary to Inturmark. Copyright laws may be applicable and infringement could result in legal action.

**User Content**

You have rights to any content that you post to the Site, however, you grant to us a worldwide, perpetual, irrevocable, non-exclusive, transferable, sublicensable, royalty-free license to use, copy, alter, reproduce, publicly display, transmit, publicly perform, distribute and translate such content, including with no limitation to distributing, using multiple tiers, part or all of such content in any media or distribution methods via any media channels for any purposes. We may exercise these rights without compensating you. The content that appears in the Site may be viewable by other users of the Site and via third party services and websites.

You are solely responsible for your content. You represent that you own your content or otherwise have the rights to your content and that you have the necessary rights to confer us a license to use your content. You also represent that your content and the use and provision of your content on the Site does not violate in any way any law, rule, regulation or any right of any third-party, including but with no limitation to copyright, patent, trademark, trade secret, or other intellectual property rights, or rights of privacy or publicity. We will not be held liable for any damage or loss resulting from your posting or submission of any unauthorized content in line with the Site.

If you submit comments, feedback, or ideas to us, you agree that we can use them without any form of restriction or compensation to you, or anyone connected to you.

**License Grant to Use the Site**

Strictly in line with the Terms herein, we grant you a limited, non-transferable and non-exclusive license to use the Site for your personal, non-commercial use.

We retain our entire right, title, and interest in and to the Site, including all trademarks, copyrights, and other intellectual property rights, except as expressly granted to you in the Terms.

**Copyright Infringement**

**Notice and Takedown Procedures**

Inturmark tries to respond legitimate notices of copyright infringement that follow to the requirements stated in the Digital Millennium Copyright Act (“DMCA”). If you observe that your work has been copied, reproduced or duplicated in a manner that constitutes copyright infringement, you may send Inturmark’s Designated Agent a notice that has all 6 points mentioned below (through email).

Upon receiving a legitimate notice, Inturmark will stop access to the reportedly infringing content and further make a good-faith attempt to contact the owner or administrator of the affected content so he/she may counter-notice in line with Sections 512(g)(2) and (3) of the DMCA.

1. An electronic or a physical signature of the individual entitled to act on behalf of the copyright owner;

2. A report of the copyrighted work said to have been infringed upon;

3. A description stating where the infringing material is located on the site;

4. Your address, e-mail address, and telephone number;

5. A report by you that you have a strong belief that the debated use is not sanctioned by the copyright owner, its agent, or the law; and,

6. A report by you, established under penalty of perjury, that the information above in your notice is valid and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Note that a notice must has all 6 points for Inturmark to take action. All other notices will be not be considered.

Counter-Notification Procedures

The person who sent the reportedly infringing content may make a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. To file a counter-notification with Inturmark, please provide TTC Media’s Designated Agent with the following information (through email):

1. Description of the material or content removed or which access has been deactivated, and the location at which the material or content was before it was removed or access to it deactivated;

2. Your name, address, telephone number and email address;

3. The declaration: “I consent to the jurisdiction of Federal District Court for the [include the federal judicial district in which your address is situated]”;

4. This statement: “I will accept service of process from [include the name of the person who submitted the infringement notification] or his/her agent”;

5. The declaration: “I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled”; and

6. Your signature, in physical or electronic form.

Upon receiving a counter-notification that has all 6 points, Inturmark will promptly provide the person who sent the original takedown notification with a copy of the counter-notification and inform such person that Inturmark will replace the removed material or cease deactivating access to it within 10 business days.

Lastly, if Inturmark’s Designated Agent then gets notification within 14 days of the counter notification from the person who sent the original takedown notification that an action has been filed seeking a court order to limit the subscriber from participating in infringing activity as regards the material on our system, then Inturmark will once again remove the file from our system.

Repeat Infringers

Based on Section 512(i)(1)(a) of the DMCA, Inturmark will, under the right conditions, disable and/or terminate the account of any user who turns out to be a repeat infringer.

Accommodation of Standard Technical Measures.

It is Inturmark’s policy to accept and not interfere in the standard technical procedures copyright owners used to identify or protect copyrighted works that Inturmark determines are reasonable under the circumstances.

**Privacy policy**

This Privacy Policy describes how Inturmark manages the Data we get from you.

**What personal information do we collect?**

When ordering or registering on our site, you may be asked to enter your email address, phone number, identity and credit card information or other details to help you with your experience.  
  
**When do we collect information?**

We collect information from you when you fill out a form or enter information on our site, and when you sign up in the site.

**How do we use your information?**

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, surf the website, respond to a survey or marketing communication, or use certain other site features in the following ways:

To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To enable us to serve you better in responding to your customer service requests.

To administer a promotion, contest, survey or other site feature.

To quickly process your transactions.

**How do we protect your information?**

Our site is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible. We use regular Malware Scanning.

**The Use of Cookies**

Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you permit) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. For example, we use cookies to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may also use trusted third-party services that track this information on our behalf.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this via your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.  
  
Note that if you decide to turn cookies off, some of the features that make your site experience more efficient may not function well.

**Third-party disclosure**

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless we have provided users with advance notice. This doesn’t include website hosting partners and other parties who help us in operating and maintaining the website, conducting our business, or serving our users, as long as those parties agree to keep this information confidential. We may also release information when the release is appropriate and necessary to comply with the law, implement our site policies, or protect ours or others' rights, property or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

**Access and Amend Your Information**

You may update or correct your account information at any time by logging in to your account. You may also make a number of other adjustments to settings or the display of information about you.

**Children’s Privacy**

We do not knowingly collect or solicit personal information from anyone under the age of 18 or knowingly allow such persons to register. If we become aware that we have collected personal information from a child under the relevant age without parental consent, we take steps to delete that information.

**Changes Privacy Policy**

Inturmark retains the right to modify or update this privacy policy at any time, with or without any notice, based on sole discretion.

**Contact us**

Company address:  
Inturmark, Inc   
3355 Lenox Road Suite 750  
Atlanta, Georgia 30326  
Website: www.inturmark.com  
  
toll free # 1- (855) 240-9510  
Local# 1-(404) 800-1048  
Fax# (404)585-5682