

1. **Definitions:** In this agreement the following words and expressions shall have the following meanings:

"THE COMPANY" means eGrabber Inc.

"You" or "Customer" means the beneficiary of List-Building Services.

"List-Building" means generating a list of contacts ordered and paid by you on a work-for-hire basis, from a specific source, including but not limited to web sites and documents.

"URL" or "Web Site" means a web link of the exact search You want to be performed in any website.

"Search Criteria" means the specific criteria You want to be used for List-building.

"Search Results" means the list of contacts that are displayed in web Site based on the Search criteria specified by You.

"Hard Bounce" means the recipient's email address is invalid or no longer in use.

"Soft Bounce" means the recipient's email address is temporarily undeliverable, usually because of some problem on the recipient's side.

"End User" refers to an Entity, Organization or Person that has self-reported data on the web.

"e-tailer" means an e-Commerce Retailer that offers an online platform for Sellers to sell their products or services.

2. **This is Complete Agreement** - THE COMPANY agrees to offer services such as List-Building, List-Appending and List-Processing, as per the specifications in Appendix A (Appendix A: Statement of Work, Delivery & Payment Terms - this Appendix will appear in the document to be signed before the start of work) and subjected to terms listed in this agreement. This agreement will be considered as the full and complete agreement, superseding any and all other verbal or written agreements.
3. **Transcribing from website** - If services requested call for transcribing (extracting & grabbing) information from websites, you agree to provide THE COMPANY with exact URLs that include all the search criteria you wanted to be transcribed into a list.
 - a. THE COMPANY will not make any changes to the extraction URLS & Search Criteria you provide. Appendix-A should contain all web site URLs that need to be transcribed.
 - b. THE COMPANY will not validate the authenticity, quality or relevance of the Search Results. The entire transcribing process is handled by automation and no human validation.
 - c. In situations where manual selection of search options on the website is required, you will include in Appendix-A the exact criteria, and ideally include screen shots of desired options selected.
 - d. If manual processing of the transcribed data is required, additional manual processing charges will apply. The exact nature of manual processing desired or promised should be included in Appendix-A.

- e. You understand and agree that THE COMPANY has no control over: a) the web site where the data exists and b) how the data in the Search Results of the web site are displayed, as there could be those random unforeseen occasions when the web site could be updated.
 - f. THE COMPANY will be relying on you to do due diligence and ensure that it is legal for THE COMPANY to build a list of contacts from the specified web site. You have to ensure that building a list of contacts from the specified web site does not violate any laws or contractual obligations of the Customer, Government Laws or the rules of the web site. THE COMPANY will be strictly acting as a contractor who does work-for-hire for the Customer in this regard.
 - g. You shall provide all Login and Password details for the web site (wherever applicable).
 - h. Appendix-A should include all information that you need extracted and the format you wanted information delivered to you.
 - i. All information you provide will be treated as private and confidential by THE COMPANY.
4. **Custom Contact Research Services on sellers listed on e-tailer's marketplace (such as Amazon, Walmart, etc.)** - When THE COMPANY undertakes research project to find contact information of Sellers on e-tailer's marketplace, YOU understand and agree that the following assumptions are made:
- a. THE COMPANY assumes that the data provided by any End User about themselves is valid. THE COMPANY does not validate information provided or self-reported on the Internet. Here are typical examples where information is assumed to be accurate:
 - 1. If a website provides a phone number and email address (email-ID) to contact them, THE COMPANY assumes they are valid.
 - 2. If a website says that they are selling in a particular category or hiring a particular set of employees, or manufacturing a product or service, THE COMPANY assumes the End User is telling the truth and the information is valid.
 - 3. If a person says on LinkedIn profile or a bio that they are working a particular company with a particular title, THE COMPANY assumes it is valid. THE COMPANY does not go and double-check that information.
 - b. THE COMPANY uses the best industry practices to verify the emails addresses are deliverable, when delivering direct email addresses of End Users that are being charged on per-contact basis. The industry standard process checks if the email server exists to reduce the chance of bounce. It cannot and does not validate if the email address is, in fact, being received by the named person.
 - c. THE COMPANY does not verify email addresses that are picked up as byproducts of the research process. These email addresses are not charged on per count basis and are provided ASIS. Such email addresses include the following:
 - 1. Email addresses marked in your deliverable as "email(s) From company website" are not validated. THE COMPANY will look for End User's email addresses in the following four pages, where possible, of End User's web site - Home / About

Us / Management / Contact Us. THE COMPANY assumes that these email addresses are relevant to the End User and are valid. THE COMPANY makes no attempt to validate these email addresses for deliverability. If You want all these email addresses verified for deliverability, You can subscribe to THE COMPANY's email address verification service.

2. Email addresses marked in your deliverable as "Coworker eMail" are not validated. THE COMPANY does not verify and does not charge for these. You get the email addresses of those coworkers that THE COMPANY found, with no verification step. This column contains email addresses that were found on various websites during the research. Since these email addresses were found with the End User's email domain, THE COMPANY assumes that these are email addresses belong to the Coworkers of the End User. THE COMPANY makes no attempt to validate these email addresses for deliverability. If You want all these email addresses verified for deliverability or want to get the name/title of Coworkers, You can subscribe to THE COMPANY's email address verification service and reverse email address lookup service.
 - d. THE COMPANY does not validate any phone number found on the Internet. Sometimes, the phone numbers are marked in your deliverable as "phone(s) From company website". These phone numbers are a byproduct of the research done on the End User's web site. You get them ASIS with no verification step. This column contains phone numbers that were found on the main pages of the website during research. THE COMPANY will look for End User's phone numbers in the following four pages, where possible, of End User's web site - Home / About Us / Management / Contact Us. THE COMPANY assumes that these phone numbers are relevant to the End User and are valid.
5. **Appending B2B Email** - If services call for appending of B2B email, the following terms apply:
- a. THE COMPANY will replace emails that have a hard bounce, if the person you are sending it to exists and still works in that company. You agree to submit the Hard Bounce email addresses to THE COMPANY. THE COMPANY will do an independent verification and will refund or replace the Hard Bounce email addresses for you. Note: When you give THE COMPANY a list of contacts or search URLs, THE COMPANY doesn't check if the person exists or still works in any specified company. You are expected to make that determination. THE COMPANY will make the best efforts to ensure that easily findable hard bounces are caught during our email checking process and never delivered to you.
 - b. You understand and agree that the email deliverability depends on, including but not restricted to, your email server, your email sending reputation and your email content that does not get flagged by spam filters. THE COMPANY will not be responsible for email deliverability for the list of contacts built for you.
 - c. You understand and agree that people change companies frequently and it is best to send emails to the list built for You within 15 days from the date of the delivery. THE COMPANY will not be responsible if you claim for Hard Bounces of email addresses at a later date.

6. **Appending additional information** - If services call for appending additional information such as appending management, finding job changes or such, the following terms apply:
 - a. You agree to provide THE COMPANY with exact information that you additionally want to be appended. Appendix-A should contain all the details, including but not restricted to, the exact criteria and screen shots of additional information that need to be appended.
 - b. THE COMPANY provides guarantee of the information as provided under EULA (<https://www.egrabber.com/license-agreement.html>)
 - c. You understand and agree that THE COMPANY has no control over the information available in the World Wide Web. THE COMPANY will make the best efforts to append the additional information for you.
7. **Performance Obligations of THE COMPANY**
 - a. You get verified eMail-IDs - THE COMPANY guarantees all email addresses when built are Verified and Ranked using best industry practices. This verification process only checks if the email server exists and will accept the email address. It does not validate if the email address belongs to the person.
 - b. Hard Bouncing eMail-IDs will be replaced – THE COMPANY will replace a hard bouncing email address free of cost, if it is reported within 30 (thirty) days of Lead List delivery and the email address was specifically paid for as a contract count (not an incidental email address that is an output of our research). Hard bounces of email addresses can happen beyond factors in THE COMPANY's control including server changing, people quitting or laid off or businesses closing down. THE COMPANY will partner with You on the risk and protect against such Hard bounces for 30 (thirty) days.

Soft bounces of email addresses are not considered Hard bounces. Soft bounces typically happen when the recipient's email server is switched off temporarily for maintenance, or the recipient needs You to verify who you are, or the recipient has subscribed to a service that has classified You as a spammer based on past behavior and other such reasons. The Soft bounces are generally temporary in nature and resolve themselves.
 - c. If THE COMPANY gave You an email address for an email domain that belongs to a different End User, and You were being charged on a per-contact basis, then THE COMPANY will give You 5 additional email addresses for each such email address domain error.
8. **Payment:** You agree to pay for the List-Building Services in accordance to the terms listed in Appendix-A.
9. **BACKUP AND RESTORATION:** You agree to maintain a backup of the contacts that was delivered to you. THE COMPANY does not take the responsibility to maintain a copy of the contacts after delivering it to you.
 - a. THE COMPANY does not maintain or release back up of the list built for you. If you need a new list to be built, you will have to pay again for the List-Building Services.
10. On accepting the Terms and Conditions specified in this List-Building Services Agreement, you agree to provide the details that are specified in Appendix-A.

11. The validity, construction and performance of this agreement are governed by the laws of California.
12. **LIMITATION OF LIABILITY** - EXCEPT FOR THE COMPANY'S OBLIGATIONS UNDER SECTION 10 ABOVE, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER FOR ANY DAMAGES, CLAIMS, OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. EACH PARTY'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE LIST BUILDING SERVICE.
13. **Indemnification** - You indemnify THE COMPANY and hold THE COMPANY harmless for all damages, losses and costs (including, but not limited to, reasonable legal fees and expenses) arising out of all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your allowing THE COMPANY to build a list of contacts from a web site that violates or infringes third party rights or applicable laws; (2) any content you want THE COMPANY to extract; or (3) any method or process or activity in which you engage on with the list of contacts built by THE COMPANY.
14. **Force Majeure** - Neither party shall be liable for any delay or failure in non-monetary performance obligations due to a Force Majeure Event. The time for performance of the obligations and rights of the defaulting party shall be extended for a period equal to the duration of the Force Majeure Event.
15. **Disclaimer** - Except for any express representations and warranties stated in this Agreement, neither party makes any additional representation or warranty of any kind, whether express, implied or statutory, as to any matter whatsoever and each party expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, quality, accuracy, title, and non-infringement. Neither party will have the right to make or pass on any representation or warranty on behalf of the other party to any third party.

COMPLETE AGREEMENT - This Agreement is the complete List-Building Services Agreement between you and THE COMPANY, and supersedes all prior negotiations, agreements, and understandings concerning its subject matter. The interpretation of this Agreement may not be explained or supplemented by any course of dealing or performance, or by usage of trade.

If you have any questions concerning this Agreement, or if you desire to contact THE COMPANY for any reason, please contact in writing.

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