

Here are the terms and conditions under which you are agreeing to purchase the Lead List from eGrabber.

This legal document is an Agreement between You, the end user, and eGrabber (THE COMPANY). By signing this Agreement, you are agreeing to become bound by the terms of this agreement.

1. Definition:

1. "THE COMPANY" means eGrabber Inc.
 2. "You" or "Customer" means the end user of the Lead List purchased from THE COMPANY.
 3. "Lead List" means the list of contacts that is built using eGrabber Technology.
 4. "End User" refers to an entity, Organization or Person that has self-reported data on the web.
 5. "OPT-IN Leads" means express permission given by a recipient of an email-ID or email address to allow You to send Customer's marketing messages or any other messages.
 6. "Hard Bounce" means the recipient's email address is invalid or no longer in use.
 7. "Soft Bounce" means the recipient's email address is temporarily undeliverable, usually because of some problem on the recipient's side.
2. **This is a Complete Agreement** - THE COMPANY agrees to sell Lead List to you as per the Ordering Document 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. **eGrabber Created Lead List** - The COMPANY has been in the business of B2B leads research for 20+ Years and developed unique contact research domain expertise. THE COMPANY has compiled "Lead Lists" for specific market segments, using its contact research domain expertise. You acknowledge and agree that THE COMPANY owns the Lead List as a research product. The COMPANY's Primary Lead Research expertise is leveraged in finding relevant contact information from public sources. With respect to Lead Research, THE COMPANY has several web & lead research techniques that received US Patents. See list below:
- a. US Patent # 7,822,732 - Issued Oct 26, 2010
Method and system to enable searching for lead & contact information on the web.
 - b. US Patent # 8,495,151 - Issued Jul 23, 2013
Methods and systems for determining Business email addresses with name & company.
 - c. See All eGrabber Patents
Patents granted to eGrabber by United States Patent And Trademark Office (USPTO).

4. **Information came from Public Sources** - Information for the Lead List was sourced from data available from the free public sources on the web. THE COMPANY has not validated all the pieces provided or included on the web.
5. **Data is not Validated** - THE COMPANY has not validated all the contact information provided or self-reported on the web. THE COMPANY has assumed that the data provided by “End User” about themselves is valid.

For example - If a website provides a phone and email address (email-ID) to contact them, THE COMPANY assumes they are valid. 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. 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.

With respect to email addresses, THE COMPANY uses the best industry practices to verify the emails addresses are deliverable. This 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.

6. **ASIS non-exclusive Data License** - THE COMPANY is offering a limited non-exclusive License for the Customer to purchase the Lead List in ASIS form. You acknowledge and agree that the Lead List could have errors because of the way the list was sourced and built. You also understand that the data is sourced from public sources and the data is primarily self-reported by the “End User”. THE COMPANY does not guarantee all contact information provided in the Lead List to be accurate. THE COMPANY states that it has made limited efforts to validate all pieces of information provided. If the Customer reports records with wrong contact information, THE COMPANY will find replacement records at free of cost.
7. **Digital Delivery** - THE COMPANY will make the Lead List available to You in digital form.
8. **Limited non-exclusive License** - THE COMPANY offers the following limited non-exclusive license as part of the Lead List purchase
 1. Only the Customer and its employees can use it for your direct benefit.
 2. You agree that You will not redistribute, sublicense, transfer, sell, offer for sale or disclose the Lead List, in full or part, to any third party for free, trade or for cost.
9. **These are NOT OPT-IN LEADS** - These are not OPT-IN leads. The people on the Lead List have not agreed to be on the list. These leads are from the web research from public sources such as websites and blogs. For marketing and other purposes of usage, You should treat all contact information in the Lead List as how You would, if You researched from the Internet and found that piece of information. By purchasing the non-exclusive license from THE COMPANY, You agree that the leads are randomly sourced and not OPT-IN. You will use the best legal industry practices to leverage the Lead List for marketing including being compliant with CAN-SPAM, Telemarketing and other relevant marketing regulations.

10. Performance Obligations of THE COMPANY

1. 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.
2. 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.

11. Obligations of Customer

1. Customer represents, warrants and covenants that it will not, in connection with its use of the Lead List: (i) commit or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law; (ii) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (iii) use the Lead List, or any part thereof, to harass or harm any person in any way; or (iv) disparage, defame, libel or make untrue or malicious statements about THE COMPANY.
2. You will make commercially-reasonable best efforts to prevent unauthorized use of the Lead List. In the event of any unauthorized use of or access to the Lead List, THE COMPANY will terminate the Agreement and will not be liable for any damages arising out of this.
3. In the event of the Customer redistributing, sublicensing, transferring, selling, offering for sale or disclosing the Lead List to any third party, you agree to pay all money and benefits you received plus damages for the lost business.

12. Payment and Billing - All Payments must be made in advance unless otherwise mutually agreed upon and as specified in the invoice. All payment obligations are non-cancellable and all amounts paid are non-refundable. THE COMPANY will automatically follow the billing process in accordance to the terms agreed upon in the invoice.

13. Non-Payment and Termination - THE COMPANY reserves the right to automatically terminate this Agreement if You default on your payment or if your account becomes delinquent (falls into arrears). THE COMPANY also reserves the right to automatically terminate this Agreement where it is no longer viable to support you, at the sole discretion of THE COMPANY.

14. **Backup of Data** - It is your responsibility to save and/or backup any and all Lead Lists purchased from THE COMPANY. THE COMPANY is not responsible for any loss of data that occurs.
15. **Limitation of Suit** - You agree that any suit or other legal action or any arbitration relating in any way to this Agreement or the Lead List MUST be officially filed or officially commenced no later than THIRTY (30) DAYS after you become aware of the issue giving rise to the suit.
16. **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 SOFTWARE.
17. **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 accessing or importing content that violates or infringes third party rights or applicable laws; (2) any content you extract; or (3) any method or process or activity in which you engage on using the Lead List.
18. **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.
19. **Governing Law and Forum** - All disputes arising out of, under, or related to this Agreement will be brought exclusively in the state or federal courts located in Santa Clara County, California, USA.
20. **Disclaimer** - Except for any express representations and warranties stated in this Agreement, the Lead Lists are provided "ASIS" and 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.

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

eGrabber Inc.
1340 S. De Anza Blvd., Suite #106
San Jose, CA 95129
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