

I, the subscribing party (herein the “Subscriber”), hereby enter into this agreement with We Have Home Leads LLC (“WHHL”) for website and marketing services (the “Agreement”), in accordance with the terms and conditions set forth herein.

1. Monthly payment for my WHHL subscriber account (“Subscriber Account”) is due one (1) month in advance of services rendered. The Subscriber shall be assigned one (1) Subscriber Account per state to which the Subscriber chooses to subscribe. Payment shall be due each month on the same day of the month as this Agreement becomes effective. WHHL’s billing cycle begins on the due date. WHHL must receive payment not later than three (3) days after the due date to avoid account suspension. It is the responsibility of the Subscriber to ensure that the Subscriber’s billing information is current. The Subscriber may make changes to billing information by submitting same on the Contact Us page of the WHHL website or by logging into the WHHL website to access their account and/or billing information.

2. Payment for each Subscriber Account shall be due monthly in an amount of \$197 per month. The monthly payment shall be payable by credit or debit card only, and payment may not be split onto two or more credit or debit cards. No annual membership fee shall be due, nor does the Subscriber Account expire provided payment is timely received as stated in paragraph 1. Billing is recurrent and the Subscriber shall be automatically billed upon the date of the next billing cycle unless WHHL receives from the Subscriber a cancellation request as set forth in paragraph 3 herein.

3. In the event the Subscriber chooses to cancel the Subscriber Account, the Subscriber must cancel by submitting a cancellation request in writing on the Contact Us page of the WHHL website or by sending an email to customersupport@wehavehomeleads.com. Cancellation requests must be submitted at least five (5) days prior to a subscriber’s next billing date. No other method of cancellation shall be deemed effective or binding on WHHL. WHHL shall send confirmation of the cancellation via e-mail to the e-mail address provided by the Subscriber. Cancellation shall be effective immediately, however Subscriber will continue to receive access to leads through the end of their billing cycle.

4. **30 Day Money Back Guarantee** – Upon signing up for the WHHL service, Subscriber is given two options. 1) To receive leads from today moving forward, PLUS access to the last 60 days of leads or 2) To receive leads from today moving forward only. If Subscriber elects option #1, Subscriber will receive access to the last 60 days of leads for their state and Subscriber agrees to waive the 30 Day Money Back Guarantee offered by WHHL. If Subscriber elects option #2, Subscriber will receive WHHL service from their sign up date moving forward and will be eligible for the 30 Day Money Back Guarantee. The Subscriber’s cancellation request must be received by WHHL within thirty (30) days of the Subscriber’s sign-up date as set forth in paragraph 3. WHHL shall refund to the Subscriber their full subscription payment. If the cancellation request is received after the first thirty (30) days of the Subscriber’s sign-up,

WHHL will not refund or prorate any portion of any fees already received, but will continue to provide the Subscriber with services until the next billing date. **The 30 Day money back guarantee only applies for brand new Subscribers who have never subscribed to WHHL before.**

5. Accounts continue to incur subscription fees until formally terminated by Subscriber or WHHL. Failure by the Subscriber to make timely payment as set forth in paragraph 1 of this Agreement shall constitute authorization to WHHL to immediately and without notice deny service to the Subscriber until payment in full has been received from the Subscriber by WHHL. Such suspension of services does not constitute the termination or cancellation of the Agreement by and between the Subscriber and WHHL, nor does it relieve the Subscriber of the Subscriber's continuing obligation under the Agreement to make payments as required hereunder.

6. Should the Subscriber fail to make payments to WHHL as specified in this Agreement, the Subscriber agrees to indemnify and hold harmless WHHL from any expenses related to the collection of payments from the Subscriber, including interest at the current statutory rate. Such expenses may include, but are not limited to, attorneys' fees, court costs, collection agency costs, and reconnection fees.

7. The Subscriber shall be provided with advance notice of any rate increase WHHL may impose and shall have the option to terminate the Subscriber Account at any time.

8. The Subscriber does not own nor lease nor may the Subscriber use the name of WHHL in furtherance of the Subscriber's own business activities.

9. WHHL makes no guarantee of availability of service, but shall provide its best efforts in ensuring access to services to be provided by WHHL under the terms of this Agreement.

10. WHHL expressly disclaims any warranty of profitability to the Subscriber and the Subscriber understands and agrees that projections, statements of potential profit and viability of leads are not guaranteed by WHHL. The Subscriber further understands and agrees that the Subscriber must execute best efforts in conjunction with the Subscriber's maintenance of the Subscriber Account in order to reasonably expect to realize a profit.

11. WHHL is not liable for the conduct or business dealings of the Subscriber. WHHL is not responsible for and makes no guarantee of accuracy regarding any information submitted by home sellers.

12. The Subscriber specifically agrees that WHHL does not guarantee quality or number of leads or other services, nor does WHHL guarantee that the Subscriber will realize any profit as a result of Subscriber's subscription to WHHL.

13. WHHL is not liable in any manner for computer servicing, internet connection, or system configuration of the Subscriber's computer.

14. WHHL reserves the right to terminate the Subscriber Account of the Subscriber for any reason.

15. Site content and features may be changed on a periodic basis. The Subscriber hereby consents to allow WHHL to send advertisements of goods and services which WHHL may deem beneficial to the Subscriber in any manner of delivery and at the sole discretion of WHHL.

16. This agreement is subject to change by WHHL in its sole discretion, at any time and without prior notice to the Subscriber.

17. Based upon the Subscriber's agreement to adhere to the terms of use as outlined herein, WHHL grants and conveys to the Subscriber, during the term of Subscriber's subscription, a non-exclusive, non-transferable license to use the data, information and services provided through the WHHL website subject to the license restrictions detailed below. The Subscriber represents, warrants, and affirms that the data, information and services provided by WHHL to Subscriber will be used only by Subscriber and that Subscriber will not permit or allow the data, information and services to be used by an agent, representative, consultant, officer, director, shareholder, affiliate, successor or assign of Subscriber's.

18. Access to services provided by WHHL by any party other than the Subscriber is prohibited. The Subscriber further represents, warrants and affirms that the Subscriber will not transfer, sell, convey, use, resell or sublicense any data, information or services provided by WHHL to the Subscriber in any medium, form, manner or format, for any purpose whatsoever.

19. The Subscriber represents, warrants and affirms that the data, information, services and WHHL name are proprietary information and property of WHHL and is protected by copyright, trademark, trade name and other proprietary rights. The Subscriber's subscription only allows Subscriber to use the data, information and services subject to the express limitations and restrictions contemplated by this Agreement.

20. The Subscriber further agrees to pay WHHL a compensatory fee of \$100 per lead which WHHL determines the Subscriber has resold, shared or disseminated to any party outside of the Subscriber Agreement in any manner whatsoever. WHHL may also pursue any legal remedies available to it in connection with a Subscriber's violation

of this Agreement, and WHHL's acceptance of the payment of the compensatory fee as set forth above shall not constitute a release of the Subscriber for any liability to WHHL as a result of the Subscriber's dissemination of the lead(s) to outside parties.

21. At any time WHHL determines in its sole discretion that the Subscriber has violated any term or condition of this Agreement, WHHL may immediately terminate the Subscriber's subscription and deny the Subscriber access to the Subscriber Account. Terminated subscriptions will not be refunded or prorated in any manner.

22. The Subscriber understands and agrees to become a party to and shall abide by all rules, terms and conditions contained herein and such rules, terms and conditions may change from time to time without notice to the Subscriber.

23. The Subscriber agrees that this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

24. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

25. The Subscriber shall, at the reasonable request of WHHL, execute, acknowledge and deliver whatever additional documents as may be required to carry out the intent and purpose of this Agreement.

26. This Agreement constitutes a single integrated contract and contains all representations and the entire understanding of the Subscriber and WHHL with respect to the matters described herein and supersedes all prior written and oral agreements, express or implied, between the parties.

27. If a dispute arises between the Subscriber and WHHL, the parties agree to submit their dispute for resolution through the mediation and arbitration procedures outlined below in lieu of litigation:

The parties agree to follow these mediation procedures prior to seeking arbitration: A meeting shall be held promptly between the two parties, attended by individuals authorized to make binding decisions for each party, to attempt in good faith a negotiation of the dispute.

If, within ten (10) days after such meeting the parties have not succeeded in resolving their dispute, they will appoint a mutually acceptable certified mediator from Maricopa County, Arizona for assistance in resolving the dispute. The fees of the mediator shall be shared equally by the parties.

If the parties are not successful in resolving their dispute through mediation, then the parties agree that all such claims or controversy shall be resolved by final and binding

arbitration in Maricopa County, Arizona, in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date when the claim or controversy first arises. Either party must communicate its request for arbitration to the other party within ninety (90) days from the date of the conclusion of the mediation. Failure to communicate the Arbitration Notice within the above time period shall constitute a waiver of any such claim or controversy. All claims or controversies subject to arbitration under this section shall be submitted to an arbitration hearing within ninety (90) days from the date the Arbitration Notice is communicated by either party. All claims or controversies submitted to arbitration under this section shall be resolved by one (1) arbitrator who is license to practice law in the State of Arizona and who is experienced in the arbitration of real estate and/or intellectual property disputes. The arbitrator will be selected by WHHL. The parties shall have the right to be represented by legal counsel at any arbitration hearing. The costs of the arbitration hearing, attorneys' fees, and any costs, expenses or attorneys' fees incurred in filing a lawsuit to compel arbitration, shall be paid by the losing party.

Except as otherwise provided herein, the Subscriber agrees to waive the right to litigate the Subscriber's claims in court before either a judge or a jury.

28. If any section of this Agreement shall be deemed to be unenforceable, the remainder of the Agreement shall remain intact.

29. **12 Month Guarantee** – WHHL will give Subscriber 12 months of free WeHaveHomeLeads.com service if Subscriber meets the following conditions:

1. Subscriber has been an active subscriber for 12 consecutive months without missing any payments beginning with the first day of their subscription
2. Subscriber has not made at least \$23,000 in cash or equity using the leads provided by WHHL within their first 12 months
3. Subscriber must submit a written request for their FREE 12 months within fifteen (15) days of finishing their 12th month.
4. 12 Month Guarantee only applies to NEW subscribers during their first 12 months