

## **Realeflow Direct Mail Terms and Conditions – June 5, 2014**

Please read these terms carefully before agreeing to execute a Direct Mail Campaign within Realeflow. By agreeing to these terms, you are agreeing to be bound to these Terms and Conditions. If you do not agree to these Terms and Conditions, you will not be authorized to execute a Direct Mail Campaign.

**Authority:** By placing a Direct Mail order with Realeflow LLC, you: (i) represent and warrant that you have all necessary permission, right and authority to place an order with Realeflow and; (ii) are authorizing Realeflow LLC to fulfill such order on your behalf.

**Payment:** The fees for the Realeflow Direct Mail feature, which include the cost of processing, printing, shipping and/or mailing, and any other charges applicable, are due and payable together with the submission of an order. If selecting a multi-touch campaign, the entire campaign must be paid in full. Realeflow requires pre-payment on all orders.

**Refunds and Cancellation:** No refunds of any nature will be granted once Realeflow processes your Direct Mail Campaign on Monday at 9:00 AM ET. Additionally, no partial refunds will be provided for cancellation of multi-touch campaigns.

**Delivery Deadline:** Our weekly deadline for submitting Direct Mail orders will be every Monday at 9:00 AM Eastern. Mailings will be delivered to the United States Postal Service (USPS) by end of business every Thursday for orders submitted by the Monday deadline. For holidays observed by the USPS, add one additional day to the production time. Expected mailing days are NOT guaranteed. Realeflow LLC is not liable for damage caused by any service carrier.

**Mail Delivery:** Realeflow's responsibility is limited to preparing your mailing and completing delivery to the U.S. Postal Service. Realeflow LLC shall not be liable for USPS performance failures or delivery delays.

**Uploading your own Mailing Lists:** Realeflow LLC agrees to maintain the confidentiality, safekeeping and protection of confidential information contained in a Customer's mailing list. A Customer's mailing list(s), while in the possession of Realeflow, is the exclusive property of the Customer. It is Customer's or Customer's list vendor's responsibility to maintain a duplicate copy of its mailing list. Customer's mailing list(s) will not be sold or offered for use to any other party, and Realeflow will not utilize the list for any other purpose.

Realeflow LLC assumes no responsibility for the accuracy of lists purchased by you through a list vendor or personal customer lists. Customer agrees they are solely responsible for the quality, accuracy and licensing of any procured third party list that you provide. Customer agrees they are solely responsible for any criminal and/or civil prosecution under Federal, State and local law that is caused from any Direct Mail campaigns executed through the Realeflow Direct Mail feature utilizing lists that you provide.

Customer agrees that their uploaded list is in accordance with all Federal, state, and local laws, relevant Direct Marketing Association guidelines, and in a manner which gives due consideration to matters concerning privacy, confidentiality, good taste, and other issues to which individual and business consumers may be sensitive.

**Utilization of Realeflow Mailing Lists (Leadpipes):** While Realeflow LLC utilizes only quality and reputable data list providers and does frequent checks on the quality and accuracy of the data provided to us by our data list providers, Realeflow does not guarantee any minimum delivery rate or any accuracy rate of the lists and the parameters that are selected (e.g. Absentee Owner, Free & Clear, Bankruptcy, etc.).

**Duplicate Address Removal:** Realeflow will remove duplicate addresses from all lists submitted by the customer and from Realeflow provided lists through Leadpipes. Realeflow will remove duplicate addresses from customer lists by looking for an exact match on address, city, state and zip code.

**Copyright Ownership:** All content included within the Realeflow Direct Mail Feature, including but not limited to text, graphics, photographs, logos, and software, and all derivative rights thereof is the property of Realeflow LLC and is protected by United States and international copyright laws. Unauthorized copying, reproduction, republishing, uploading, downloading, posting, transmitting or duplicating any of the material is prohibited. Realeflow do not grant any express or implied rights to you under any patents, copyrights, trademarks or trade secrets.

**Prohibited Uses:** You may not use the Realeflow Direct Mail Feature for anything other than a lawful and legitimate business purpose. You agree not to use this feature to (i) promote any unlawful activity or purpose, including without limitation, any activity that could give rise to criminal or civil liability; (ii) conduct any activity that infringes on the copyright, patent, trademark, service mark or other rights of any person or entity.

**Compliance with Guidelines and Laws:** Customer acknowledges that different states and jurisdictions may have guidelines and laws affecting its use of either a Customer Uploaded list or a Realeflow provided list and any information or data provided therein. It is Customer's responsibility to learn of such guidelines and laws, and comply with them. Realeflow, its data providers, and its affiliates, disclaim all responsibility for Customer's compliance with such guidelines and laws including any obligation to inform Customer about any restrictions on use of these lists.

**Indemnification:** You agree to indemnify and hold Realeflow LLC and its affiliates, officers, directors, employees, and independent contractors harmless from any claim, demand, damages, liability, costs and expenses including but not limited to attorneys' fees made by any third party due to or arising out of any use of the Realeflow Direct Mail feature including lists provided by Realeflow LLC and any Marketing collateral including letters and postcards that are provided to you by Realeflow LLC.

**Limitation of Liability:** Neither party shall be liable to the Other party for any indirect, special, incidental, punitive, or consequential damages, including, but not limited to loss or theft of data, confidential customer information, loss of business or other loss arising out of or resulting from this agreement even if the other party has been advised of the possibility of such damages. The foregoing shall apply regardless of the negligence or other fault of the party and regardless of whether such liability sounds in contract, negligence, tort, strict liability or any other theory of legal liability. Notwithstanding the foregoing, in no event shall Realeflow LLC's cumulative liability under this Agreement exceed the amount actually paid by Customer to Realeflow LLC in the immediately preceding six (6) month period.

**Governing Law:** This Agreement shall be governed by the laws of the State of Ohio without giving effect to conflict of laws principles.