

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE AND A RELEASE OF LIABILITY.

These terms and conditions ("Agreement") apply to your purchase of Lead Generation products and/or services and support sold in the United States ("Product") by Postmark DMS, LLC. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Postmark DMS, LLC immediately and cancel any pending orders for the Product.

SpectrumLeadz™ Terms and Conditions

SpectrumLeadz™ ("LG") is the lead generation product of Postmark DMS, LLC ("Company"), 1507 Ricefield Dr., Suite 210, Houston, TX 77084.

ELECTRONIC COMMUNICATION When visiting the Company's websites, Postmark DMS (www.postmarkdms.com) or SpectrumLeadz (www.spectrumleadz.com), or sending/receiving emails from the Company, you are communicating with us electronically. Such communications are susceptible to interception by third parties other than Company. By placing an order or requesting information through the web site you consent to receive communications from the Company including electronic messages. The company may communicate with you by telephone, fax, email, or by posting messages to the web sites. You agree that all agreements, notices, disclosures, terms and conditions and other communications that we provide to you electronically satisfy any legal requirement as though it were provided in writing.

ADDRESS LISTS Company provided address lists are generated from nationwide Consumer lists. The lists are the highest quality lists available and are sourced from only the most reputable compilers. Package prices include lists priced for one time mailing use only. List files provided to the customer may be used for follow-up and telemarketing but may not be used for additional bulk mailings unless the list is licensed and the appropriate fee paid for multi-use. Address lists generated or purchased for the customer by Postmark DMS, L.L.C. are provided without warranty or guarantee by Postmark DMS, L.L.C. No list is 100% accurate. The Company uses "exact" parameters instead of the less accurate computer modeled "inferred" parameters. Lists will normally be better than 92% accurate (national average) and are updated monthly with new information. Lists are matched periodically against the National Change of Address file from the US Postal Service to correct for moves.

Customer client data files ("Client Files") supplied to the Company for the purpose of performing services specified by the customer will remain at all times the sole property of the customer. The Company acknowledges that such Client Files are totally confidential to the customer providing the files. The Company will not intentionally share or divulge, in any way, such Client Files and further will perform no actions on the Client Files unless specified and authorized by the customer.

The Company imports customer provided lists "as is" with no additions or deletions unless requested by the customer. Non-certified addresses will not be mailed but will be retained in the source file. List processing such as additions, deletions, changes, clean-up, purging exact or near duplicates, or partitioning the database will be performed at customer request for the applicable processing charges, if any. Address lists generated or purchased for the customer by the Company are provided without warranty or guarantee by the Company. Purchased lists are licensed as "one time use", unless "multi-use" is specified and paid for at time of order.

Response lists generated by a direct mailing are the property of the company or individual paying for the appropriate mailing and will be held as confidential. Such response lists will be treated in the same manner as customer provided lists above. Should a customer terminate their business relationship with the Company, all lists on file associated with the customer will be deleted if requested by the customer.

In order to provide personalization of the Product mail pieces, the Company, at its own cost, will acquire available demographic, financial, and life style data for each mailing record. Such data is for the sole use of the Company and will not be divulged outside of the Company for any use whatsoever. Company may utilize such data in the future as it sees fit and in its discretion.

DO NOT MAIL LISTS The Company may accept or through its web site may provide tools for the LG subscribers to upload "do-not-mail" lists. The Company is not responsible for any errors or omissions resulting from Customer's on-line manipulation of its databases. Customers may create and maintain a "do-not-mail" list. The Company will use its best efforts to match monthly mail lists against the available "do-not-mail" list.

COMPLIANCE The customer is responsible for ensuring pieces mailed are in compliance with all state and federal laws.

COPYRIGHTS

DIRECT MAIL PIECES All mail piece designs, layouts, photos, graphics and text contained therein are the property of the Company or its content suppliers and are protected by United States and international copyright laws. All direct mail material is provided solely

for the use of registered subscribers of LG in connection with the LG Service and cannot be utilized or reproduced in any form, written or electronic, except by written permission of the Company.

ELECTRONIC MAIL All email designs, layouts, photos, graphics and text contained therein are the property of the Company or its content suppliers and are protected by United States and international copyright laws. All direct mail material is provided solely for the use of registered subscribers of LG in connection with the LG Service and cannot be utilized or reproduced in any form, written or electronic, except by written permission of the Company.

WEB SITES All content included in the Company's or "branded" web sites such as text, designs, layouts, photos, button icons, images, video or audio clips, digital downloads, data compilations, graphics, logos, and software including html code contained therein are the property of the Company or its content suppliers and are protected by United States and international copyright laws.

The Company grants registered subscribers of LG limited non-exclusive license to access and make use of the full LG web site subject to the Terms. Any subscriber registering for such services agrees to provide true and accurate information during the registration process. Company reserves the right to terminate the access of such subscriber should Company know, or have reasonable grounds to suspect, that a subscriber has entered false or misleading information during the registration process. ALL REGISTERED USERS MUST BE OF LEGAL AGE TO REGISTER. Children under the age of 18 shall not be permitted to register unless under the strict supervision of a legal guardian.

Neither the LG nor Postmark DMS web sites may be reproduced, duplicated, copied, downloaded, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of the Company. Passwords which enable authorized customers to access secure web pages, administrative and program management areas not available to the general public must not be disclosed to non-registered users beyond the customers immediate support personnel. Subscribers are fully responsible for maintaining the confidentiality of their username and password. Subscriber agrees to immediately notify Company should a Subscriber know, or have reasonable grounds to suspect, that the username and password have been compromised. Company shall not be responsible for a Subscriber's failure to abide by this Paragraph

Neither the Company nor its associates make any express or implied warranties (including, without limitation, any warranty or merchantability or fitness for a particular purpose or use) regarding the LG information. LG information is provided to users "as is". Neither the Company nor its affiliates are liable to any user or anyone else for any interruption, inaccuracy, error or omission, regardless of cause, in the LG information or for any damages (whether direct or indirect, consequential or exemplary) resulting there from.

TRADEMARKS The Company and its affiliates' trademarks and trade dress may not be used in connection with any product or service that is not the property of the Company in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company or its affiliates. Other registered trademarks and trademarks used on the Company's web sites are the property of their respective owners and are used herein solely for descriptive purposes. Mention on the Company's web sites of trademarks held by other parties should not be construed as a challenge to said trademarks' status or ownership.

LINKS TO OTHER SITES Either the LG or Postmark DMS web site may contain links to third-party Web sites. Any such links are provided solely as a convenience to the site visitor and not as an endorsement by the Company of the contents on such third party Web sites. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party sites. If the visitor decides to access linked third-party Web sites, the visitor does so at his/her own risk.

MAILING SCHEDULES Customer agrees to hold company harmless from any liability, penalty, credits or refunds incurred due to actual mailing dates varying from any published or communicated dates. Customer agrees to hold company harmless from any liability due to conditions not under the control of the Company including but not limited to war, riot, civil disorder, fire, accidents, action of government or civil authority, and acts of God. Scheduled mailings will be completed in full at the earliest opportunity following an aforementioned interruption to production.

DELIVERY The Company's responsibility for mail delivery is complete and ends with delivery and acceptance of the mailing by the U. S. Postal Service entry unit. The Company retains form 3602, Postal Service Statement of Mailing/3607 Weighing and Dispatch Certificate, as proof of acceptance by the U.S. Postal Service for each presorted mailing. The 3602 forms are retained for 12 months from the date of the mailing and filed by the Company's internal "job numbers" which may be cross referenced to a particular customer. However, multiple jobs may be contained on one 3602 form. Problems with timing or delivery to addressees must be handled with the customer's local delivery post office by the customer. The Company will assist on such problems when possible on a best effort basis. No refunds or credits are applicable due to problems caused by the U. S. Postal Service.

PRIVACY The Company provides a detailed privacy policy available for review on its web sites.

PAYMENTS FOR MAILINGS Payment terms are within Company's sole discretion and, unless otherwise agreed to by Company, payment must be made in advance of any mailings. Payment for Product may be made by check or credit card. Company may invoice or charge parts of an order separately. Your order is subject to cancellation by Company, at Company's sole discretion. Company is not responsible for pricing, typographical, or other errors in any offer by Company and reserves the right to cancel any orders resulting from such errors.

Prices will be determined based upon the then prevailing piece rate. Postmark reserves the right to change LG prices at anytime.

CANCELLATION OR SUSPENSION OF SERVICES To cancel or suspend LG services the Company must be notified by phone or email. The Company must receive notification of any cancellation or suspension by the last business day of the month preceding the effective date of a customer's cancellation or suspension. After receiving notification of cancellation or suspension of LG services, all services will be cancelled or suspended beginning the following month.

COLLECTIONS AND CREDITS In the event that collection action become necessary, the customer agrees to pay all collection expenses, attorney's fees and court costs, plus legal interest on the past due balance.

APPLICABLE LAW The LG product is created and controlled by the Company in the State of Texas. As such, the laws of the State of Texas will govern these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws. By use of the LG web site or by having initiated an order, the customer irrevocably consents for any and all disputes with the Company to the venue of state or federal courts located in the State of Texas and agrees to accept service of such suits, if any, by Certified Mail, Return Receipt Requested.

BINDING ARBITRATION. NOTWITHSTANDING THE COMPANY'S RIGHT TO SELECT A TEXAS FORUM SHOULD IT ELECT TO FILE SUIT AGAINST CUSTOMER AS SET FORTH ABOVE, ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND Company, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Company") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Company's advertising, or any related purchase SHALL, AT COMPANY'S SOLE OPTION, BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com> , or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between customer and Company. NEITHER CUSTOMER NOR Company SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Company will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which you reside. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

DISCLAIMER Postmark warrants only that the work performed will conform to the description contained in the LG web site. **The Product, on-line resources and informational content is provided "AS IS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OF ANY COMPUTER PROGRAM OR SOFTWARE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT OR NON-INFRINGEMENT.**

LIMITATION OF LIABILITY. THE COMPANY DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST, CORRUPTED OR DISCLOSED DATA OR ADDRESS LISTS, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, EVEN IF SUCH CLAIM ARISES OUT OF COMPANY'S NEGLIGENCE. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

INDEMNIFICATION The Customer agrees to indemnify, defend and hold Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, transmit, present or make available as a result of your use of the Products, your use of the Product, your connection to the Product, your violation of this Agreement, or your violation of any rights of another. The customer agrees to protect Postmark from economic loss and any other harmful consequences that could arise in connection with work performed. This will apply regardless of responsibility for negligence.

Copyrights. The customer warrants that any text, graphic images, photographs or other matter provided by the customer is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold Postmark harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

Personal or economic rights. The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend Postmark in all legal actions on these grounds as long as Postmark: Promptly notifies the customer of the legal action; Gives the customer reasonable time to undertake and conduct a defense. - Postmark reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

RELEASE Customer Releases Company, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees ("Releasees"), with respect to any and all past, present or future losses or damages to person or property **WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, except for willful misconduct, to the fullest extent of the law.

ADDRESS OF RECORD

Postmark DMS, LLC
1507 Ricefield Dr., Suite 210
Houston, TX 77084-6026

Email: info@postmarkdms.com
Local Number: 832-295 3000
Toll-Free Number: 888-295-3031

The Company reserves the right to make changes to the LG program, web sites, these disclaimers, terms and conditions at any time with or without notice to its users or registered subscribers.

Signature

Date