

Medicare Leads Service Agreement

TELEMARKETING SALES LEADS

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These are the Terms of Service for **Telemarketing Sales Lead™ (TSL)** and for the services available through or at *Medicare-Leads.com*, *TSLed.com*, *MedicareSupplementLeads.com*, *MedicareAdvantageLeads.com* (the "Services," or a "Service"). You must Read and Agree to the TSL terms and conditions including any future amendments (collectively, the "Agreement") prior to placing your order.

TSL GUARANTEE: *In case TSL receives a report of a "non scheduled lead" TSL guarantees to provide the Agent with the telephone conversation recording; otherwise the "deficient" Lead will be replaced with no questions asked.*

Agent Responsibility

Every sales agent involved in the solicitation, selling, or negotiation of insurance must have a State issued license. Insurance sales agents must obtain a license in the States where they plan to work. Separate licenses are required for agents to sell life and health insurance. TSL does not require agent to provide their license (s) information to purchase pre-set appointments or phone leads. Agent is responsible to obtain prior permission/approval (if required) from their carrier (s) and/or insurance agency. Additionally, lead solicitations requires the Agent who obtains a list of potential customers derived from use of a lead solicitation is responsible for the content of the lead solicitation used to generate leads. TSL is not responsible nor will refund any amount of services rendered if agent does not follow their carrier or agency guidelines and requirements.

REPLACEMENT POLICY

You understand and agree **Telemarketing Sales Lead™** will not replace the following appointments:

- The Agent calls the appointment ahead in which can result in lead changing their mind.
- Leads that miss the appointment or is not at home at the scheduled time.
- Leads changed their mind at the door.
- Incorrect Income level of lead - TSL cannot guarantee the current income level of the lead supplied.
- Leads that currently have a Medicare Advantage or Supplement plan and/or the same plan the Agent is selling.
- If a "bad" appointment with a detailed description has been forwarded to TSL Quality Control for review **after** 24 hours of the agent running the appointment.
- No Replacement Policy applies for referral "Phone leads".

In the event a Lead is flawed because the person does not live at the address given or the appointment has not been set, a replacement Lead will be provided to the Buyer, provided, however, that Buyer must provide written notice of the flaw to TSL within twenty four (24) hours of the appointment and TSL must concur that such Lead was flawed. TSL uses a third party verification service to investigate any such flawed Leads. A false claim of a flawed Lead will be deemed an event of default under this Agreement. In case TSL receives a report of a "non scheduled lead" TSL guarantees to provide the client with the telephone conversation recording; otherwise the "deficient" Lead will be replaced. All Leads are based on a recorded telephone conversation where the information TSL receives is not verified for accuracy. TSL believes that it has compiled and developed high value information and appointment setting service, however, the Leads are provided on an "as is" basis. TSL will not refund any amounts paid for the Leads.

TSL shall not be liable for any loss or injury caused in whole or in part by contingencies beyond its control. TSL obtain their leads through a private vendor generation service. TSL is not required to provide vendor generation information to the Agent. Each month our leads are scrubbed against the FTC and State Attorney General Do Not Call lists. At the time of purchase, all consumer leads with phone

numbers are privacy-compliant. Over time, people may add themselves to the Do Not Call list and it is ultimately the responsibility of the client to remove these names before calling.

It is the Agent's responsibility to verify their schedule prior to sending in their payment. Sometimes faxed orders are not clear. It is imperative to double check your schedule attached prior to making a payment. Please verify if the following is correct:

1. Type of Appointments
2. Schedule
3. Territory (city or county)
4. Income level
5. Special Request
6. Contact information (including your email address)

If there are any errors, please send an email immediately to the Order Processing Manager. Once we have verified your desired schedule for the week and you have made a payment you can not change or stop your confirmed order schedule until it's fulfilled or until your reorder is placed. TSL must receive payment for any purchased Leads prior to the distribution of the same to the Buyer. Payment shall be in a form acceptable to TSL; the existing forms of payment that are acceptable are: check, money order, or cashier's check. All forms of payments must be received no later than Wednesday to start orders for the following week. Personal check payments may delay processing for 5-7 days.

Arbitration Clause: Any dispute between TSL and the Buyer, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration to take place in Collin County, Texas. The parties agree that the dispute shall be submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Allocation of Fees and Costs: A Judgment on the Award may be entered in any court having jurisdiction. If an "Award" is awarded to either party the Arbitrator may allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Arbitration conducted hereunder shall take place in Collin County, Texas.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY LEGAL ACTION.

Telemarketing Sales Leads™ offers services that are subject to the terms and conditions set forth herein requiring full compliance on the part of the Agent. TSL is a lead generating company and is not connected or sanctioned by the US Government. If you are in non-agreement to any terms and conditions disclosed in this agreement, discontinue using this site for info or placing an order. By your acceptance of proceeding with placing an order and usage of this service for any purpose including order purchases is regarded as your agreement to the terms and conditions stated above and are legally binding between us. This "Agreement" is a legal agreement between you (an individual) and Telemarketing Sales Lead, and its suppliers and licensors concerning the operation of TSL and your use of any Service.

**By signing below, you are acknowledging you have read and you are in agreement to
Telemarketing Sales Leads™ Terms and Conditions.**

Agent Signature: _____ **Date:** _____

Please Print Agents Full Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home #: _____ **Cell #:** _____