

ROSCOE DIRECT, LLC AUTOMATED DIRECT MAIL TERMS OF USE

Radius Marketing

Monthly Access & Set Up: Customer agrees to pay Roscoe Direct, LLC a one time set up fee for a full creative build, plus a per piece price which includes printing, postage and the list. There is a monthly membership fee per month in addition to the per piece price. Minimum contract term 12 months. Customer will enter addresses using their login and password at the URL link provided upon acceptance of your agreement. Roscoe Direct will mail a minimum of 50 closest available homeowners a personalized postcard or letter according to the customer approved artwork. Customer authorizes Roscoe Direct to automatically bill the above charge card periodically as fees are due. Final approval of artwork indicates acceptance of its content. Any subsequent changes to the artwork will be charged a change fee. **YOU WILL BE CHARGED IMMEDIATELY FOR THE DESIGN FEE AND FIRST MONTH MEMBERSHIP FEE. MEMBERSHIP IS CHARGED AND ACTIVE DURING THE CREATIVE PROCESS.**

Customer will enter addresses using their login and password at the URL link provided upon acceptance of your agreement. In the event you have entered an invalid address on the entry URL, the job may not be fulfilled and you will not be charged for that job. Roscoe Direct will mail the client determined number of postcards according to the customer approved artwork. Final approval of artwork indicates acceptance of its content.

All contracts are for a minimum of 1 (one) year. After initial year, contract will automatically be renewed on a month to month basis and continued until cancelled with 30 days written notice from client.

Cancellations must be submitted via certified mail to Roscoe Direct, LLC at the address in the "About" section of the website. In the event you have entered an invalid address on the jobsite entry URL, the job may not be fulfilled and you will not be charged for that job. If you submit a customer's information on a specific mail piece, you **MUST** have written permission from that customer to disclose such information for your marketing purposes. Failure to keep such records may result in a termination of services.

TERMS OF CONTRACT

Use of Software: All and any software is made available by Roscoe Direct for you to use solely in accordance with the TOU. You may not reproduce, modify, distribute, or otherwise make available the software to any third party. Further, you may not use the software in a service bureau or other similar manner for the benefit of any third party. Any use of the software not in accordance with the TOU is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Without limiting the foregoing, copying or reproduction of the software to any other server or location for further use, reproduction, or redistribution is expressly prohibited.

Disclaimers; Liability: Although Roscoe Direct believes that the Site, the Content, and the Services are reliable and fully available, Roscoe Direct makes no guarantees with respect to any of the foregoing. Consequently, **THE SITE, THE SOFTWARE, AND ALL OTHER CONTENT AND SERVICES ARE PROVIDED "AS IS" AND Roscoe Direct HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SITE, THE SOFTWARE, AND ALL OTHER CONTENT AND SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY (WHETHER EXPRESS, IMPLIED, OR STATUTORY), FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

FURTHER, Roscoe Direct DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE SITE OR THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE SITE, THE SERVICES, OR ANY OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. Roscoe Direct EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN. To the maximum extent permitted by applicable law, in no event shall Roscoe Direct (including its directors, officers, employees, and agents) be liable for any damages (including any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the Site, the Services, or any of the software) even if Roscoe Direct has been advised of the possibility of such damages. You acknowledge that the applicable fees and prices reflect this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable for any reason, then in no event shall Roscoe Direct's liability to you for any matter arising under or relating to your use of the Site, the Content, or the Services exceed the total amount you paid to Roscoe Direct with respect to the particular Services giving rise to the claim.

User Information: As part of your use of the Site, you may provide certain information to Roscoe Direct or other users of the Site. Except for applicable credit card and related information, any information or material you transmit to the Site or otherwise provide to Roscoe Direct is considered non-confidential and non-proprietary and Roscoe Direct has no obligations of confidentiality with respect to the same. You agree that the party receiving that information can rely upon and use such information in any manner. You acknowledge and agree that you are solely responsible for the accuracy and content of all information provided by you.

Billing: When you place an order or enroll for services that require payment, you may be prompted for credit card information. Financial transactions will be recorded in your online account. Your Login ID and Password provides you with access to your account and your confidential information. You are entirely responsible for maintaining the confidentiality of your Login ID, Password and account. Furthermore, you are entirely responsible for any

and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. Roscoe Direct will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Roscoe Direct or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Orders are billed according to arrangements determined by your enrollment and/or company mailing program. Your credit card will be billed for any charges that are your responsibility. Roscoe Direct makes every effort to ensure accurate pricing, but pricing errors may occur. By submitting an enrollment or order you agree to pay the price in effect for the applicable Service you are ordering. For pricing questions please contact us within 60 days of the applicable enrollment or order placement. Please review your order information carefully before placing your order. Once placed, orders cannot be changed or cancelled.

Customer agrees to hold Roscoe Direct harmless from any loss incurred as a result of this program. Roscoe Direct shall not be liable for any consequential damages or loss of potential business and total liability shall not be greater than the amount paid to Roscoe Direct for the jobsite radius marketing program. Customer's sign-off on the final proof indicates they have received all appropriate permission to use any an all graphics and logos in their mail piece and indemnify Roscoe Direct from any liability including that related to copyright, trademark, privacy, etc.

Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS OR MANAGERS, EMPLOYEES, SHAREHOLDERS OR MEMBERS, OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL IN ANY WAY RELATING TO THIS AGREEMENT OR THE STATEMENT OF WORK OR THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES, INCLUDING THE FAILURE OF ESSENTIAL PURPOSE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.