



General Terms & Conditions for Use of Visitorslist Site, Data and Services

These general terms and conditions are part of the contract to which they are attached (the "Agreement") and apply to your use of any data provided by Visitorslist Inc. ("Visitorslist"), or its Parent, branches, affiliated companies or subsidiary companies established in USA, India, Australia and in other countries not listed in this agreement explicitly whose data or Services are referred to collectively as the "Data."

The titles and subtitles in these Terms are used for convenience only and are not to be considered in construing it. All references herein to "including" and variations thereof shall be deemed to mean, "including, but not limited to."

These Terms and Conditions (these "Terms") represent a legal agreement between you and Visitorslist inc. ("Visitorslist") and govern your use of all of the following

- (i) this website and any related website operated by Visitorslist (the "Site");
- (ii) any products, services or applications offered by Visitorslist in connection with the Site (the "Products"); and
- (iii) any information, data or other materials contained in or accessible by means of the Site or the Products (the "Information").

By accessing or using any of the Data, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms.

1. Ownership

(i) The term "Visitorslist Property" means all software, source code, database, tools, automation scripts, services, software interfaces such as API(Application Programming Interface) or SDK (Software Development Kit), computer programs, files, systems, documentation, information, content, graphics, page layouts, site designs, web frameworks, authentication mechanisms and user interfaces utilized or provided by Visitorslist, work product produced by Visitorslist, and derivate works of any of the foregoing, including, without limitation, the website or websites made available to you by Visitorslist, any HTML programming performed as part of providing you with Data and any other special programs, scripts, features and functionalities, interfaces and other work product, ideas, concepts, designs or techniques which Visitorslist may develop, use or rely upon in providing the Data s to you.

(ii) All Visitorslist Property shall be and will remain the property of Visitorslist Inc. and is proprietary and covered under all international copyright and patent laws and is not to be infringed on by any means or mechanisms explicitly or implicitly and directly or via any other third party source or mechanisms.

(iii) As between you and Visitorslist, Visitorslist shall be the sole and exclusive owner of all patents, copyrights, trademarks, trade secrets and other intellectual property rights in and to the Visitorslist Property and the Data.

2. Products

Use of certain Products may be subject to additional terms and conditions, including payment of fees, which Visitorslist will post on the Site. When you register for or use such Products, such additional terms and conditions will apply and be deemed incorporated into these Terms.

3. Limited License

Upon your execution of the Agreement and the payment of all amounts due to Visitorslist, you are granted a personal, nontransferable and nonexclusive license to use the Service or Data solely for your direct marketing, market research and customer prospecting purposes, in strict accordance with the terms of the Agreement. If no usage period is selected, the license's term shall be for a period of one (1) year. Company shall retain all right, title and interest in and to the Production/Services and all intellectual property contained therein. Upon expiration or termination of the Agreement, you shall discontinue use of the Service or Data and, as requested by Visitorslist, either.

- (i) return the Data to Visitorslist without retaining any copies thereof or any notes or other information thereon or
- (ii) provide a certificate, executed by you, in form and substance satisfactory to Visitorslist, that the Data or Data originating from our Service to you has been destroyed in such a manner to render the Data permanently unreadable and unrecoverable.

4. Limitations on Use

- (i) Unless specifically authorized in advance and in a written agreement duly signed and authorized by Visitorslist, you will not share, sell, transfer or otherwise make the Data available to any third person or entity and you will use your best efforts to prevent the misuse or unauthorized use of the Service or Data by any third person or entity.
- (ii) You will not name or refer to Visitorslist or its related entities for your use of the Data in any of your advertisements or promotional or marketing materials.
- (iii) You will not use the Data for consumer credit purposes, underwriting consumer insurance, employment purposes, tenant screening purposes, for any other purpose covered by the federal Fair Credit Reporting Act or for any other purpose not expressly authorized by the Agreement.

5. Your Responsibilities; Use of Email Data; Review and Audit by Visitorslist

- (i) Your use of the Data will comply with all applicable federal, state, local and foreign laws, statutes, rules and regulations ("Laws"), including Laws regarding telemarketing, email and facsimile marketing, customer solicitation and all applicable guidelines of the Direct Marketing Association ("DMA"). If you are not a member of the DMA, you will use your best efforts to comply with the DMA's guidelines.

- (ii) You will not Make any Information available to Visitorslist if doing so would violate any applicable Laws, industry or professional codes or standards, contractual or fiduciary obligations, confidentiality obligations, or employer policies or other requirements to which you are bound;
 - (iii) You will not Transmit any information, data, images, or other materials that are unlawful, harmful, threatening, harassing, libelous, defamatory, vulgar, obscene or otherwise objectionable or that may invade another's right of privacy or infringe any intellectual property right, including patent, trademark, service mark, trade secret, copyright or other proprietary rights of any third party;
 - (iv) You will not Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - (v) You will not Violate or attempt to violate the security of any of the Data, or Site, including: logging in to a server or account that you are not authorized to access; attempting to scrape, extract, test, scan, probe or hack the vulnerability of the Site or any network used by the Site or to breach security, encryption or other authentication measures; or attempting to interfere with the Site by overloading, flooding, pinging, mail bombing or crashing it;
 - (vi) You will not Reverse engineer, decompile or disassemble any portion of the Data or Site;
- or
- (vii) You will not "Scrape" information from the site, or use or attempt to use any engine, software, tool, agent or other device or mechanism (including browsers, spiders, robots, avatars or intelligent agents) to navigate or search any portion of the Site, other than the search engine and search agents available from Visitorslist on the Site and generally available to third party web browsers (e.g., Mozilla Firefox, Google Chrome and Microsoft Internet Explorer).
 - (viii) You shall: (i) provide true, accurate, current and complete information about yourself if prompted by the registration form or any signup or similar form on the site; and (ii) maintain and update this information to keep it true, accurate, current, and complete.
 - (ix) You will not violate any applicable international, federal or state laws, regulations or rules or any securities exchange requirements (collectively, "Laws"), including by using any Information in a manner that violates the U.S. CAN-SPAM Act of 2003 or the Canadian Anti-Spam Legislation, as such statutes may be amended from time to time;
 - (x) Your use of any email Data will comply with all applicable Laws, including the CAN-SPAM Act, COPPA, and any State Registry laws.
 - (xi) Visitorslist reserves the right to review your use of the Data to ensure compliance with this Agreement, but any failure of Visitorslist to review such use will not constitute acceptance of such use or waive any of Visitorslist's rights hereunder or limit any of your obligations with respect to the Data. At any time upon at least 3 days' notice, Visitorslist may audit your records to determine whether you are in compliance with this Agreement and you will make available to Visitorslist or its representatives all records necessary for the conduct of such an audit.

6. Restrictions

- (i) You may not develop or derive for commercial sale any Data or other Information in any form, including an individual's contact information or lists of multiple individuals' contact information, that you may be granted access to through use of Visitorslist's products and services. Except with the prior written consent of Visitorslist, you may not transfer or disclose any Data or other Information to anyone else. You may only use the Site for commercial purposes after registering and paying any applicable fees for one or more applicable Visitorslist Services. You may not use the Services in a commercial service bureau environment including any provision or export of Information to third parties in any form whatsoever. You may use the Services solely for personal and/or your internal business purposes only, subject to the limitations set forth herein and in compliance with all applicable laws, including the U.S. CAN-SPAM Act of 2003 and the Canadian Anti-Spam Legislation.
- (ii) You may not modify, copy, distribute, display, publish, license, create derivative works from, transfer or sell any Data or other Information, except that you may store, print and/or email personal or company summaries of Information as needed for your personal use (provided that such use is in compliance with these Terms).

7. Submissions

- (i) You are solely responsible for the accuracy of the content of any submission you make to the database through your participation in Visitorslist Exchange or any other similar program. Visitorslist reserves the right, but does not assume any obligation, to delete messages or other content that Visitorslist, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.
- (ii) Visitorslist does not want to receive confidential or proprietary information from you except for what is or would be publicly available under applicable copyright usage provisions or is free and public information in any public accessible open domain such as the Internet or any other such digital or non-digital public source or domain. Any information or material submitted by you to Visitorslist through Visitorslist Exchange, or in any other manner, will be deemed NOT to be confidential. By sending Visitorslist any information or other material, you grant Visitorslist a non-exclusive, unrestricted, irrevocable, perpetual, royalty-free, worldwide, assignable, transferrable, licensing, right and Sub-licensing right, in all formats or digital or non-digital media, whether now known or hereafter devised or discovered, to use, reproduce, display, transmit, translate, rent, sell, modify, disclose, publish, create derivative works from and distribute that material or information, and you also agree that Visitorslist is free to use any ideas, concepts, know-how or techniques, mechanisms, designs and such that you send us for any purpose. You further agree to indemnify, defend and hold Visitorslist harmless from any liability arising due to the use or distribution of any such material or information.

8. Provision And Change To Services

- (i) Visitorslist may make improvements or changes in the Data at any time without notice.
- (ii) Visitorslist shall not be responsible for any failure to remove, or delay in removing, harmful, inaccurate, unlawful, or otherwise objectionable content originating with or otherwise provided by third parties except to the extent provided by law.
- (iii) Visitorslist will use reasonable commercial efforts to protect the integrity of data collected by you and stored with the Site. However, Visitorslist shall not be liable for any loss or damage resulting from total or partial loss of your data or from any corruption of your data. Data can get lost or become corrupt as a result of a number of causes, including hardware failures, software failures or bugs, or communications failures. Visitorslist recommends that you periodically back up your information and web summaries onto media not associated with Visitorslist, including printing a hard copy.
- (iv) Visitorslist will use reasonable commercial efforts to provide the Services on a 24/7 basis but it shall not be responsible for any disruption, regardless of length.

9. Term: Termination

The term hereof will commence when you first access the Data and continue in effect until terminated by either party, provided that your License with respect to particular Products may sooner expire as provided herein. Visitorslist may, in its sole discretion, terminate or suspend your access to all or part of the Data for any or no reason and with no prior notice to you; provided, however, if Visitorslist terminates for a reason other than your misconduct or breach of these Terms, and you have prepaid for Data, Visitorslist will recompense you on a pro rata basis for such pre-paid amounts. You may terminate these Terms at any time by discontinuing use of the Data. Upon termination of these Terms for any reason, the License will likewise terminate and you shall immediately cease using the Data, including the Information. Any provision that must survive in order to give proper effect to its intent (e.g., indemnity, general, any perpetual or Single use license, limitations on liability, disclaimers, representations and warranties, etc.) shall survive the expiration or termination of these Terms.

10. Links

The Site contains links to websites that Visitorslist does not operate. Visitorslist is not responsible for the content of these websites, and you should direct any concerns regarding these websites to their respective site administrators or webmasters.

11. Disclaimer of Warranties; Limited Warranty

THE DATA IS PROVIDED ON A STRICTLY "AS IS" BASIS. VISITORSLIST DOES NOT ASSURE OR WARRANT THE CORRECTNESS, COMPREHENSIVENESS OR COMPLETENESS OF THE DATA AND, EXCEPT AS PROVIDED IN THE NEXT SENTENCE, VISITORSLIST DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE 3 DAYS FROM YOUR RECEIPT OF THE DATA TO INSPECT IT AND NOTIFY VISITORSLIST OF ANY PROBLEMS OR MISTAKES IN THE DATA AND IF YOU SO NOTIFY VISITORSLIST WITHIN THAT 3-DAY PERIOD, THE PROBLEM OR MISTAKE WILL BE CORRECTED AT NO ADDITIONAL CHARGE TO YOU.

12. Payment Terms; Refund Policy

There are no refunds for any fees paid. The 'Fees and Payment Terms' may vary in the future. The 'Payment Terms' in effect on the date of setting up your service, purchase of Data or access to the site shall govern the transaction.

13. Limitation of Liability

Except as provided in the last sentence of Section 11, Visitorslist will not be liable for any claim, demand, loss, liability, damage, injuries, cost or expense (including reasonable attorneys' fees and legal costs), whether general, direct, special, incidental, consequential or other damage caused in whole or in part or directly or indirectly by any use of the Data or any alleged or actual failure by Visitorslist to comply with the terms of the Agreement, whether or not any such damages were foreseeable or whether Visitorslist was advised of the possibility of such damages. Visitorslist's maximum liability under the last sentence of Section 11 will not exceed the amount you paid Visitorslist under the Agreement within the month preceding the event which gave rise to Visitorslist's liability. Further more,

(i) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE DATA. THE DATA IS PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, VISITORSLIST EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. VISITORSLIST DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION MADE AVAILABLE THROUGH THE SITE.

(ii) IN NO EVENT SHALL VISITORSLIST BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, DELAY IN USING, OR INABILITY TO USE THE DATA. VISITORSLIST'S LIABILITY FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT OF FEE YOU PAID FOR THE DATA FOR THE THEN-CURRENT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND THUS THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, VISITORSLIST'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO \$100.

14. PRIVACY

Your use of the Data is subject to Visitorslist's Privacy Policy, the provisions of which are incorporated herein by this reference. By using the Data, you acknowledge and consent to Visitorslist's Privacy Policy, including Visitorslist's collection, use and disclosure of information.

15. CHANGES TO THE TERMS

Visitorslist may modify these Terms at any time by posting changes on the Site; however, (i) such changes will only become effective and binding after Visitorslist provides notice on the Site or by email that these Terms have changed, and your first use of the Data following the date of such posting, (ii) the changes will only apply with respect to your use of the Data after such changes become effective, and (iii) any imposition or change of fee obligations will only apply if and when you expressly agree. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Data.

16. Your Indemnification of Visitorslist

You shall indemnify, defend and hold harmless Visitorslist, its stockholders, directors, officers, employees, independent contractors and agents against any claim, demand, loss, liability, damage, injury cost or expense (including attorneys' fees and legal costs) which arises, directly or indirectly, out of your act or omission with respect to the Data or any violation of the Agreement or any violation of Laws.

In addition to money damages, Visitorslist shall be entitled to seek equitable relief where appropriate if you breach of any of these Terms.

17. Interruption of Service

You acknowledge that, given the technical nature of resources Visitorslist requires to provide the Data to you, temporary interruptions may occur in the provision and Delivery of Data and that any such interruptions shall not result in Visitorslist having any liability to you or others and shall not suspend or eliminate your payment obligations to Visitorslist or provide you with any refund rights for amounts previously paid to Visitorslist.

18. No Assignment by You

You may not assign your rights or obligations under the Agreement to any other person or entity without the prior written consent of Visitorslist, whether by operation of law or otherwise, and any attempt to do so shall be void.

19. Additional Remedy of Termination

In addition to all other legal rights and remedies available to Visitorslist for any apparent, threatened or actual breach or violation of the Agreement by you, Visitorslist has the right to terminate the Agreement and demand immediate return or destruction of the Data at any time if Visitorslist believes you are not complying in full with the Agreement.

20. Governing Law; Jurisdiction

The Agreement shall be governed by and construed under the laws of the State of California, without regard for the principles of conflicts of law of that State or any other state. Any litigation or other dispute relating to or arising under the Agreement shall only be brought in the state or federal courts located in Santa Clara County, California and you agree to submit to the exclusive jurisdiction of those courts and waive any objections to the venue of any such proceeding in those courts.

21. Legal Expenses

The prevailing party in any legal action brought by one party against the other that arises out of these Terms shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its legal expenses, including court costs and reasonable attorneys' fees.

22. Notices

Notices required or permitted hereunder that are intended for you personally and not all users of the Services will be sent to you at the most recent email address on file with Visitorslist. Notices to Visitorslist shall be sent by email to info@visitorslist.com.

23. Payment for Non-Invoiced Products.

- (i) **Payment:** You agree to pay Visitorslist a fee in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable. Fees charged are nonrefundable. In the case of subscription products, the subscription term shall be effective for the agreed upon period, after which the subscription term shall automatically renew for the specified renewal period (if any) at the then current subscription price.
- (ii) **Recurring Billing:** Your acceptance of these terms constitutes your authorization to Visitorslist to automatically charge the credit/debit card provided by you, and in the case of subscription products, to continue charging the credit/debit card at the agreed-upon intervals during the term of the subscription. You agree to provide Visitorslist with complete and accurate billing and contact information and to update that information within thirty (30) days of any change to the billing information. Failure of the recurring payment process does not absolve your payment obligations.
- (iii) **Interest Charges:** There will be no interest charges on any amounts which you fail to pay when due however a service charge at the rate of \$49.00 a month will be charged and additionally you agree to pay any charges incurred at actuals for reporting to collection and/or for mediation, or any other such charges as may be equal to the maximum rate allowed by applicable law, on the unpaid amount.

24. Entire Agreement; Amendment or Waiver

These Terms represent the entire binding agreement between you and Visitorslist with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding Data, Site or any other Business dealings and Interactions. Certain Data, products and services provided by Visitorslist may have additional terms, guidelines, or rules that apply. By using or accessing such Data, products and services, you agree to be bound by those additional terms, guidelines, or rules (which shall control to the extent that they conflict with these Terms).

The Agreement may only be amended by updated terms from Visitorslist. No waiver of any breach of the Agreement shall be deemed a waiver of a future breach, whether of a similar or different nature, and no waiver shall be effective unless in writing signed by the waiving party.

The Person or Representative accepting these Terms on behalf of each party represents and warrants that he or she has been duly authorized by that party to accept the Agreement and thereby bind it to these terms. The parties agree that these Terms shall be effective as of the date accepted by you.

25. Copyright & Related

Digital Millennium Copyright Act. If you believe that the Site contains content that infringes on your copyright, please forward the following information to info@visitorslist.com

You will have to include the particulars below for your complaint to be registered

Your postal address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

26. Execution; Counterparts

The Agreement may be executed in its original, by facsimile or in electronically transmitted portable document format and it may be executed in any number of counterparts, each of which shall be deemed an original of the same document.