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Terms and Conditions of Use

YOUR COMPANY, NONPROFIT AND/OR END USER IS LIABLE FOR ALL CALLS AND TEXT MESSAGES ORIGINATING FROM YOUR ACCOUNT. PERIOD.

I, the Hot Prospector User or Company Representative, DECLARE THAT I HAVE READ AND AGREE TO THE TERMS OF SERVICE, AND AGREE TO THE FOLLOWING:

****IF YOU DO NOT AGREE WITH ANY TERMS ON THIS WEBSITE, PLEASE LEAVE BY CLOSING YOUR INTERNET BROWSER WINDOW NOW. IF YOU DO NOT INTEND TO FOLLOW THE "RESPONSIBLE USE OF SERVICE" TERMS, DO NOT UTILIZE Hot Prospector.COM. THANK YOU.****

SECTION A, TERMS AND LIABILITY:

A. Hot Prospector will not be liable for: (i) any failure of performance due to causes beyond its control, including, but not limited to, acts of God, fires, floods or other catastrophes; national emergencies, insurrections, riots or wars, acts of terrorism, strikes, lockouts, work stoppages or other labor difficulties; and any law, order, regulation or other action of any governing authority or agency thereof; or (ii) delayed installation of Hot Prospector's facilities or commencement of service.

B. IN NO EVENT WILL Hot Prospector BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS (WHETHER OR NOT Hot Prospector HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES) BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

C. Hot Prospector will be indemnified, defended, and held harmless by CUSTOMER against all claims of loss or damage arising from the use of service furnished by Hot Prospector, including: (i). Allegations or claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via Hot Prospector service; and (ii). All other allegations and claims arising out of any intentional act or omission by CUSTOMER or others authorized by CUSTOMER to use the service, in connection with any service provided by Hot Prospector

D. Hot Prospector MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NONINFRINGEMENT. Hot Prospector DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON Hot Prospector'S BEHALF AND CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY BY Hot Prospector.

E. Hot Prospector will not be liable for any act or omission of any other company or companies furnishing a portion of the service, or from any act or omission of a third party, including those vendors participating in Hot Prospector offerings made to CUSTOMER, or for damages associated with service, or equipment that it does not furnish, or for damages that result from the operation of customer provided systems, equipment, facilities or services that are interconnected with Hot Prospector services.

F. Hot Prospector may release my IP address and any other personal information for use by law enforcement in the case of investigations of system misuse.

G. I AGREE AND CONFIRM THAT THE NUMBERS SELECTED FOR UPLOAD FOR THIS CAMPAIGN HAVE BEEN SCRUBBED AGAINST ALL REQUIRED FEDERAL AND STATE DO-NOT-CALL LISTS, AND HEREBY ACCEPT FULL LIABILITY AND LEGAL RESPONSIBILITY FOR THE DIALING OF THESE NUMBERS.

SECTION B, RESPONSIBLE USE OF SERVICE:

The following information is provided in an effort to promote responsible use of the Hot Prospector service.

The Hot Prospector service places the ability to launch an entire telemarketing campaign in the hands of you the subscriber. Hot Prospector respects your privacy. We will not monitor your audio messages, read or share

database upload information with any third party without your expressed permission unless we believe in good faith that such action is necessary to either comply with the law or properly enforce the Hot Prospector terms of service agreement. Since it is you the subscriber who creates the audio announcement, provides the calling list, and most importantly launches your own calling campaign, we here at Hot Prospector feel it necessary to provide you the subscriber with the following information in an effort to insure that all Hot Prospector subscriber calling campaigns are conducted responsibly.

IN ACCEPTING THIS ONLINE AGREEMENT, YOU FORMALLY AGREE TO THE FOLLOWING USAGE TERMS:

I Agree that:

1. Prior to using Hot Prospector I will make sure that I am familiar with any Federal or State Laws that would be applicable to my call campaign.

2. This campaign will be respectful of proper calling time restrictions that would be applicable to my specific call campaign.

3. I understand that I may contact Hot Prospector if wish to upload an existing do not call list. In the event a recipient makes a request to be taken off my calling list, I will do so immediately and indefinitely.

4. I understand that allowing those on my calling list to be removed and avoiding calls to those who do not wish to be called plays a very important role with regard to responsible calling campaigns.

5. I will Follow Federal and State calling time rules and or restrictions.

6. I will clearly state the identity of the caller at the beginning of my audio message and provide proper contact information such as phone number and address during call.

7. I will avoid strings of numbers as it is unlawful to engage two or more lines of a multi-line business.

8. I understand that it is unlawful to send audio messages to any emergency phone lines. For example, 911 numbers, hospital medical service lines, physicians, health care facilities, poison control centers, fire or law enforcement agencies.

9. I will avoid sending unsolicited audio messages to those who will incur charges. For example: beepers, pagers or cell phones unless proper prior permission has been obtain by the recipient.

10. I will avoid sending pre-recorded sales messages to those with whom you do not have a business relationship and to whom you haven't received permission to call.

11. I understand and have read the Hot Prospector Terms of Service (Reachable by clicking the "Terms of Service" link at the bottom of the main page.)

ANY BREACH OF THE PREVIOUS TERMS IS CAUSE FOR IMMEDIATE TERMINATION OF SERVICE. Hot Prospector INC SAVES (BUT DOES NOT OTHERWISE UTILIZE) ALL DATA FROM YOUR DIALING CAMPAIGNS. Hot Prospector INC MAKES AVAILABLE ALL DIALING INFORMATION TO THE FCC, POLICE, AND ANY OTHER U.S. AUTHORITIES, INCLUDING, BUT NOT LIMITED TO, PHONE NUMBERS DIALED, PERSONAL CONTACT INFORMATION, SAN NUMBERS, AND CALL HISTORY.

The Telephone Consumer Protection Act (TCPA), the Federal Trade Commission (FTC) and the Federal Communications Commission (FCC) do not call list registry rules <https://www.donotcall.gov> and various State laws place restrictions on certain types of phone calls. Typically a call may be exempt from the TCPA if the call:

- Is made on behalf of a non-profit organization.
 - Is made to a consumer with whom the calling company has an existing business relationship.
 - Business to business contact.
 - Does not include an unsolicited advertisement, even if the call is made for commercial purpose.
 - Is survey work.
 - Recipient provides proper consent prior to playing the "recorded solicitation". Hot Prospector has a "permission based introduction" feature that can be used free of charge. This feature allows only those consumers who have provided proper permission to listen to the "recorded solicitation" part of the call. If permission is not granted, then the solicitation is not presented.
- Hot Prospector is in no way attempting to interpret the TCPA of 1991 nor the laws of any State. This information provided is not intended to replace the responsibility of you the subscriber to check out the legal requirements pertaining to your call campaign prior to using Hot Prospector services. You are ultimately responsible to make your own informed decisions regarding your call campaign.

**** IF YOU DO NOT AGREE WITH ANY OF THE TERMS LISTED ON THIS WEBSITE, PLEASE LEAVE THIS SITE BY CLOSING YOUR INTERNET BROWSER WINDOW NOW. IF YOU DO NOT INTEND ON USING Hot Prospector WITH THE "RESPONSIBLE USE OF SERVICE" TERMS DESCRIBED ABOVE, DO NOT UTILIZE SERVICES PROVIDED BY Hot Prospector.COM. THANK YOU. **.**

Responsible Use

- Customer agrees to familiarize themselves with any additional International, Federal, State, or local laws governing your dialing.
- Customer agrees to place *ANY* individual requesting DNC status, on Customer's accounts DNC list, immediately.
- Customer agrees to provide legal contact information in any outbound campaign within the initial greeting message.
- Customer agrees to provide own sound files for all outbound campaigns.
- Customer agrees to provides all data and with this ability agrees to responsibly dial each campaign with courtesy to the recipients for which it is meant.
- Customer agrees to schedule campaigns responsibly.
- Customer agrees not to send any calls to life-line services, such as hospitals, fire, police, 911, or utility related telephone numbers.
- Customer agrees to not send any sales outbound broadcasts to recipients that have not consented to receiving such a broadcast.
- Customer agrees to use DNC / opt-out features made available to you via Hot Prospector.

- Customer agrees to consult with an attorney before dialing any data for which customer is unfamiliar, or if legalities of dialing remain unclear to Customer

THESE TERMS AND CONDITIONS GOVERN YOUR USE OF agencyelephant.com, WHICH IS PROVIDED BY Hot Prospector. BY ACCESSING agencyelephant.com, YOU AGREE TO THESE TERMS AND CONDITIONS, WITHOUT MODIFICATION, AND ACKNOWLEDGE READING THEM. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE BY Hot Prospector AT ANY TIME IN ITS DISCRETION. YOUR USE OF agencyelephant.com. AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS AND CONDITIONS PRIOR TO EVERY USE FOR ANY CHANGES. IF YOU DISAGREE WITH ANY OF THESE TERMS OR CONDITIONS, PLEASE DISCONTINUE USE OF agencyelephant.com.

Overview

The terms "we", "us", and "our" refers to Hot Prospector. The term the "Site" refers to agencyelephant.com. The term "user," "you" and "your" refers to site visitors, customers and any other users of the site. The term the "Service" refers to the services and/or products provided by Hot Prospector via agencyelephant.com. The term the "Content" refers to information provided on the Site in any form, including graphics, artwork, photos, videos, audios, text, code, software or other material. The term "Submissions" refers to any graphics, artwork, photos, videos, audios, text, code, software or other material provided by you to Hot Prospector via our Site, Service, or company email or regular mail.

Other Documents Included In These Terms And Conditions By Reference

Our agencyelephant.com's Privacy Policy is part of, and subject to, these Terms and Conditions of Use. You may view our Privacy Policy elsewhere on our website. To the extent there is a conflict, the terms of the Privacy Policy shall govern. Any other policies, notices, or other legal/administrative pages contained in our website are also necessarily incorporated into these Terms and Conditions of Use by reference.

Use of the Site and Service

TO ACCESS OR USE THE SITE, YOU MUST BE 18 YEARS OR OLDER AND HAVE THE NECESSARY POWER AND AUTHORITY TO ENTER INTO THESE TERMS AND CONDITIONS. CHILDREN UNDER THE AGE OF 18 ARE PROHIBITED FROM USING THIS SITE.

Content provided on the Site and in or related to the Service is subject to change. Hot Prospector makes no representation or warranty that the Content, regardless of its source, is accurate, complete, reliable, current or error-free. Hot Prospector disclaims all liability for any inaccuracy, unreliability, error or lack of timeliness or completeness in the Content.

Content on this Site may be provided in written, video and/or audio format and is provided for the user's convenience for informational, educational and entertainment purposes only. Content on this Site is not intended to provide specific financial, tax, legal, physical or mental health or any other professional advice whatsoever to you, or any other individual or company, and should not be relied upon as such.

Site Licensee Status

You understand and agree that your use of the Site is limited and non-exclusive as an individual nontransferable revocable licensee. Hot Prospector may, within our sole discretion, terminate your license to use the Site, and access to the Site, for any reason or no reason whatsoever, and without giving you notice.

Account Creation

In order to use the Service, you may be required to provide information about yourself including your name, email address, username and password and other personal information. You agree that any registration information you give to Hot Prospector will always be current, correct and complete. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

Restrictions On Use

You may use the Site and Service for lawful purposes only. You agree to use the Site and to purchase Service through the Site for legitimate purposes expressly permitted by this Site. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You may not use this site for any other purpose, including any commercial purpose, without Hot Prospector's express prior written consent. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, or which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

Refusal of Service

The Service is offered subject to our acceptance of your order or request for Service. We reserve the right to refuse service to any order, person or entity, without any obligation to explain our reason for doing so. An order is not deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Site or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment. If we choose to refuse your order after payment has been processed, we will refund your money.

Order Confirmation

We will email you to confirm the placement of your order and with details concerning product delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible so that we may correct the error.

Product Description

We endeavor to describe and display the Site and Service as accurately as possible. While we try to be as clear as possible in explaining the Service, we do not guarantee that the Site is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or

cancel any order with an incorrect price listing.

Third Party Resources

The Site and the Service may contain links to third party websites and resources. These links are provided for your convenience. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Unless otherwise indicated by us, links to such websites or resources do not imply any endorsement by or affiliation with Hot Prospector. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

Links to external websites may expire over time, a situation which we do not control. We do review our Site periodically for broken and out-of-date links, and we have the right to alter, remove or post links at any time. If you would like to report problems with links on our Site, see our address below.

Material You Submit to the Site

Hot Prospector prohibits the uploading, posting or otherwise making available on the Site any artwork, photos, videos, audios, text or other submission of material (collectively "Submissions") protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right. The burden of determining that any Submissions are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a Submission. You represent or warrant that you have the authority to use and distribute all Submissions submitted by you to the Site, as well as any Submissions sent via email to our email address or via mail to our mailing address, and that the use or display of the Submissions will not violate any laws, rules, regulations or rights of third parties.

Intellectual Property Rights to Your Submissions

We claim no intellectual property rights over your Submissions to Hot Prospector. You retain copyright and any other rights you may rightfully hold in any Submissions which you submit through the Site or Service or via company email or postal mail. Submissions to Hot Prospector remain yours to the extent that you have any legal claims therein. You agree to hold Hot Prospector harmless from and against all claims, liabilities and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting Submissions on the Site or through the Service or submitting testimonials and other information to our email or postal address, you grant us a world wide, nonexclusive, royalty-free, perpetual, irrevocable license to use the Submissions for promotional, business development and marketing purposes.

Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement

Hot Prospector respects the intellectual property of others, and we expect our Site users to do the same. Hot Prospector may, in appropriate circumstances and at its discretion, refuse Service and/or Site access to users who may be intentional or repeat copyright infringers. If you believe that your intellectual property has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, or if you are uncertain whether your material is protected by copyright laws, we suggest you contact an attorney knowledgeable in copyright law. United States copyright law provides that you will be liable

for damages (including damages, costs and attorneys' fees) if you materially misrepresent that a website or web page is infringing your copyright.

If you do wish to file a notice of infringement related to our Site, please provide Hot Prospector the following information in a writing signed (either physically or digitally) by the owner of the copyright or other intellectual property interest or a person authorized to act on his or her behalf:

1. A detailed description of the copyrighted work or other intellectual property that you claim has been infringed, sufficient to identify the property;
2. A description of where the material that you claim is infringing is located on the Site, including the URL, the exact webpage, and a description of the specific material on the page which you claim is infringing on the copyright;
3. Your name, address, telephone number, and email address;
4. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. I also affirm that as the copyright owner or as agent authorized to act on behalf of the copyright owner, I have a good faith belief that use of the material in the manner complained of is not authorized by me, my agent, or the law."
5. The signature of the copyright owner or a person authorized to act on behalf of the copyright owner below the above statement.

You may give the above notice to Hot Prospector's IP agent to the following address:

Counter notification To Claimed Copyright Infringement

If a notice of copyright infringement has been filed with Hot Prospector implicating you, Hot Prospector will attempt to notify you and provide you with a copy of the notice of copyright infringement. If you have a good faith belief that you have been wrongfully accused, you may file a counter-notification with Hot Prospector. If Hot Prospector receives a valid counter-notification, the removed or blocked information will be restored or access re-enabled. The information will be restored in not less than 10, nor more than 14, business days following receipt of the counter notification, unless Hot Prospector first receives notice from the complaining party that such complaining party has filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on this Site.

If you are not sure whether certain material of yours is protected by copyright laws, we suggest that you first contact an attorney. United States copyright law provides substantial penalties for a false counter-notice filed in

response to a notice of copyright infringement.

Our Intellectual Property

The Site and Service contain intellectual property owned by Hot Prospector, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the agencyelephant.com name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof, also referred to as the "look and feel." The entire Content of our Site is protected by intellectual property law, including international copyright and trademark laws. You are prohibited from modifying, publishing, transmitting, participating in the transfer or sale of, creating derivative works from, distributing, displaying, reproducing or performing, or in any way exploiting in any format whatsoever any of the Site or Service Content or intellectual property, in whole or in part without our prior written consent, including any and all text, graphics, code, software, video, audio, or other Content. We reserve the right to immediately remove you from the Service, without refund, or restrict you from access to the Site, if you are caught violating this intellectual property policy.

Material Connection, Good Faith Recommendations and Compensation

Unless otherwise expressly stated, you should assume that all references to products and services on agencyelephant.com are made because material connections exist between Hot Prospector and the vendor of the mentioned products and services ("Vendor").

Hot Prospector recommends products and services on agencyelephant.com based in part on a good faith belief that the purchase of such products or services will help our users. Hot Prospector has this good faith belief because (a) Hot Prospector has tried the product or service mentioned prior to recommending it or (b) Hot Prospector has researched the reputation of the Vendor and has made the decision to recommend the Vendor's products or services based on the Vendor's history of providing these or other products or services. The representations made by Hot Prospector about products and services reflect Hot Prospector's honest opinion based upon the facts known to Hot Prospector at the time a product or service is mentioned on agencyelephant.com.

Hot Prospector's opinion about a product or service may be partially formed, whether knowingly or unknowingly, in part based on the fact that Hot Prospector has been compensated or will be compensated because of Hot Prospector's business relationships with the Vendor.

The type of compensation Hot Prospector receives may vary. In some situations, Hot Prospector may receive complimentary products, services, or money from a Vendor prior to mentioning the Vendor's products or services on agencyelephant.com.

In other instances, Hot Prospector may receive a monetary commission or non monetary compensation when you take action based on the content of agencyelephant.com. This includes, but is not limited to, when you purchase a product or service from a Vendor after clicking on an affiliate link on agencyelephant.com.

In some cases, Hot Prospector and a Vendor will have a business or personal relationship that does not involve the Hot Prospector receiving compensation related to products and services mentioned on agencyelephant.com. However, the nature of the relationship could be seen as sufficient to establish a material connection between the Hot Prospector and the Vendor.

Because there may be a material connection between Hot Prospector and Vendors of products or services mentioned on agencyelephant.com, you should always assume that Hot Prospector may be biased because of Hot Prospector's relationship with a Vendor and/or because Hot Prospector has received or will receive something of value from a Vendor. Therefore, it is in your own best interest for you to perform your own due diligence before purchasing a product or service mentioned on agencyelephant.com (or any other website).

Earnings and Income Disclaimers

When agencyelephant.com informs you about or makes reference to business opportunities or money-making opportunities, you understand and agree we have made no promise, representation, implication, warranty, suggestion, projection or guarantee whatsoever that you will make a certain amount of money, or any money, or not lose money, as a result of pursuing such opportunities or using our products and services, and that we do not authorize any such promise, representation, implication, warranty, suggestion, projection or guarantee by others.

Any earnings, revenue, or income statements or examples are based on actual individual results and/or estimates as may be stated. There is no guarantee that you will make these levels for yourself. If we know typical buyer results they are listed. Otherwise, we do not know typical buyer results and you should take that into consideration in your decision to use our product or service. As with any business, your results will vary and will be based on your personal capabilities, experience, knowledge, level of desire, work ethic, time invested and an infinite number of variables beyond our control, including variables we or you have not anticipated. Accordingly, there are no guarantees concerning the level of success you may achieve.

Testimonials, case studies, and examples found at agencyelephant.com are exceptional results, are not representative of the typical purchaser's experience, don't apply to the average person and are not intended to represent or guarantee that anyone will achieve the same or similar results. If we have disclosed typical results based on information provided to us by a manufacturer or other reputable third-party source, you should presume that the typical results as stated are more reliable than the testimonials and examples found at agencyelephant.com.

We make no assurance that any prior successes or past results as to earnings or income referred to on this Site will apply in your situation, nor can any prior successes be used as an indication of your future success or results from using any of the information, content, or strategies on this Site. If you rely upon any figures provided on this Site, you must accept the entire risk of not doing as well as the information provided, and only risk capital should be used.

Billing Policies

General Billing

Usage of Hot Prospector products and services constitutes customer's acceptance of Hot Prospector's billing policy, and all customers must comply with this billing policy.

Special note regarding signed contracts: If you entered into a signed contract for your services, such as an annual contract, please review your contract for specific terms relating to your obligations in addition this billing policy. In the event the terms of your signed contract conflict with these terms, the signed contract will prevail.

- Unless otherwise agreed in writing, all accounts are set up on a prepaid basis, and payment must be received by Hot Prospector before any billable product or service is provided/activated. Customers are required to keep a valid credit/debit card on file to charge for recurring monthly subscription fees, fax or voice broadcast service fees and all email overage fees.
- Subscription billing is based on availability of products and services, not based on usage. However, certain fees may be usage-based such as fax, voice broadcast service fees, and email overages. Disabled applications will incur monthly subscription fees, regardless of availability of product in the case of a breach of online terms including but not limited to delinquent accounts.
- Customers are responsible for keeping all credit/debit card details and contact information current. This can be done online through the Profile Area. To access the Profile, customers should log into their Hot Prospector application, click on "Profile Icon" and then click "Manage Subscriptions".
- All recurring subscriptions are automatically invoiced and charged to the credit/debit card on file.
- Payment receipts are available to customers upon request or through the Customer Center.

Billing Cycle

- Credit/Debit Card Billing: All credit/debit cards are automatically charged on the customer's specific billing cycle date.
- Late Fee: All past due accounts may be assessed a late fee.
- Delinquent Payments: In the event any payment is 15 days past due the account may be disabled until balances are paid in full. When disabled, all access will be suspended and data will be unavailable.
- Deactivation: Once an account is delinquent 60 days, it may be cancelled due to non-payment. Once cancelled, the customer will not be able to recover any files until the account is current. Application data may be stored for up to 90 days post-cancellation; after 90 days, application data will no longer be available. In this event, the account record and delinquent balance will be submitted to a third-party collection service.

Fees

- Late Fee: Hot Prospector may assess a \$30.00 late fee for any payment that is 15 days past due.
- Chargebacks: If a customer initiates a chargeback, Hot Prospector may assess a \$50.00 processing fee for each individual chargeback.
- Returned Checks: Hot Prospector may assess a \$50.00 processing fee on each returned check.
- Collections Fee: In the event an account is submitted to a third-party collections service, a \$35.00 processing fee may be assessed to the existing account balance. This fee is in addition to any other fees previously assessed on the account.
- Interest: Any charges not paid when due are subject to interest at a rate equal to the lesser of:
(i) one and one-half percent (1.5%) per month; or (ii) the maximum interest rate allowed by applicable law.

Hot Prospector Services

Faststart Services and all other Services purchased from Hot Prospector must be used within the timeframe specified at the time of purchase. Specifically, Faststart Services must be used within 60 days after purchase and within 30 days after commencement of use of the Services, unless otherwise stated at purchase. Faststart Services and all other Service fees are nonrefundable. In the event of cancellation, Hot Prospector will not prorate any portion of unused Service fees, and amounts due to Hot Prospector must be paid in full.

Third Party Products and Advertising Usage

In the event Hot Prospector collects fees for any third party products and/or services, including but not limited to advertising usage, the fees are non-refundable.

Payment Methods

Hot Prospector accepts payments via credit/debit card. Hot Prospector currently accepts American Express, MasterCard, Discover and VISA credit/debit cards.

Subscription Billing

Invoices are generated and payments are collected at the beginning of each billing period. Customer billing periods typically begin on the day of the month in which the customer purchased the Hot Prospector subscription. Customers must request to cancel their subscriptions at least 10 days prior to their next billing date in order to avoid being charged on the billing date. In the event of cancellation, customers will still have access to their applications through the end of their final billing period. Hot Prospector will not prorate any portion of unused subscription services. All subscription fees are nonrefundable.

Cancellation Process

Creating a Cancellation request: A request to cancel an Hot Prospector application must be initiated at least 10 days prior to the next invoice date. Any request to cancel an Hot Prospector application must be made verbally with an Hot Prospector representative at least 10 days prior to the next invoice date. Emailed requests to cancel are not acceptable. Customers are encouraged to keep records of all communications regarding

cancellation.

Simply canceling the credit/debit card associated with a Hot Prospector account does not cancel the account. Hot Prospector will continue to treat this as an open account and the billing cycle will continue, resulting in a past due account that may be turned over to a third party collection service. It is imperative that you speak with a Hot Prospector representative or submit an online ticket through the cancellation form if you wish to initiate cancellation of your Hot Prospector account.

Finalizing the Cancellation: After a request to cancel has been initiated, you must speak with a member of the cancellation team to finalize the cancellation. Cancellations will take effect on the last day of the billing period in which the cancellation was processed by the cancellation team, subject to the terms of the "Subscription Billing" paragraph above.

Cancellation of an account does not dismiss outstanding invoices or nullify previously agreed charges, such as payments for Faststart Services fees, charged in installments or annual contract charges, portions of which may not yet have been invoiced when you cancelled. At the time of cancellation, any outstanding balance must be settled. All cancelled accounts with an outstanding balance may be turned over to a third-party collection service.

Billing Disputes

Each Hot Prospector customer agrees to provide Hot Prospector 30 days to attempt settlement of any billing dispute before disputing with any third-party credit/debit card company or bank. Should Hot Prospector receive a chargeback from a third-party credit/debit card company or bank on the customer's behalf before Hot Prospector has been given a chance to resolve the issue, Hot Prospector has the right to charge the customer for its time spent in resolving such disputes and any associated fees incurred by Hot Prospector, in addition to the \$50 chargeback fee mentioned above. Regardless of the outcome of the chargeback, Hot Prospector retains the right to collect on any Services or fees that are due. Hot Prospector may submit any disputed amounts to a collection agency. Once a chargeback has been received, Hot Prospector has the right to suspend the account until the matter is resolved.

Refunds

Subscription and Service fees, including but not limited to those related to the Faststart Service, are nonrefundable and will not be prorated at any time.

I've read this , I agreed and accept the Term and Condition.

Enter initials

Submit