

# Custom Lead Generation Agreement

**Terms of Service.** Rankleads.com agrees to provide sales leads to Client as defined below.

**CHOOSE YOUR DESIRED LEAD TYPE** (you may select multiple boxes):

- ☐ Up to 10 Custom Web Design Leads Per Week At \$40 Per lead
- ☐ Up To 10 Custom SEO Leads Per Week At \$40.00 Per Lead

**Pricing And Payment.** All payments are made via credit card. Payment is made in advance of receiving any leads. Client’s credit card will be automatically billed each week. If Rankleads did not deliver the maximum quantity of leads requested by the client in the previous week, the next week's charge will be reduced by the amount of leads deficient times the price per lead.  
(Example: if the client has chosen to receive 10 shared leads per week at \$10 per lead, but Rankleads only delivers 7 in week 1, then the client has 3 lead credits still on file and will only be charged for 7 additional lead credits in week 2 in order to bring them up to a total of 10 prepaid lead credits.)

**Returns and Refunds.** Rankleads.com does not offer refunds but will replace any bad leads with good leads. Bad leads are defined as leads that have incorrect information, such as an incorrect phone number or email address. Client agrees to submit a lead replacement request via email to their support representative at Rankleads.com in the event they receive any bad leads.

**Limitation of Liability.** In no event shall Rankleads.com, its employees, officers, or directors be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of profits or revenue, loss of clients, loss of use of the equipment or system, changes in reputation, online feedback, additional expenses, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. In the event that Rankleads.com is found liable to client for damages, the amount paid in damages shall not exceed the amount that Client has paid Rankleads.com.

**Lead Generation Disclaimer.** Rankleads.com uses various methods to generate leads, some of which involve direct outreach to clients via email and posting to contact forms. According to the CAN-SPAM act of 2003, companies engaging a 3<sup>rd</sup> party to send email messages (which can loosely be interpreted to also include contact form messages, posting comments on blogs, making comments in forums, and posting on social media sites) on their behalf are also liable for the actions of that company. Although Rankleads.com attempts to follow the legal guidelines that have been established, the interpretation of what is and is not considered SPAM is not well-defined for B2B email and our service carries with it certain liabilities to both ourselves and our clients. By signing this agreement client acknowledges that they are aware of these liabilities and are willing to accept those as risks of lead generation.

**Disputes.** Client agrees to notify Rankleads immediately in the event of any problem in order to give Rankleads the ability to rectify the problem. Any disputes arising from this agreement will be litigated or arbitrated in Bonneville County, Idaho. This agreement shall be governed and construed in accordance with the laws of the State of Idaho.

**Agreement.** This agreement is the complete and exclusive statement of the mutual understanding of both parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this agreement. This agreement may be changed or added to at anytime by written agreement of both parties.

Company Name



Billing Address

City

State

Zip Code

Phone Number

Billing Email Address

Email Address To Send Leads To

Credit Card Number

Expiration Date

Card Code

Comments / Instructions (if applicable)

By checking the box below I authorize Rankleads.com to charge this card for this purchase and future purchases. I will notify Rankleads.com if I wish to cancel service or switch billing to a different card.

☐ I Agree

X \_\_\_\_\_



# Signature Certificate

Document name: Custom Lead Generation Agreement

🔒 Unique Document ID: 04DA23CA0D51291213A6D3A5393AA2A9F4896268



**Timestamp**

2016-06-11 12:08:48 MDT

**Audit**

Custom Lead Generation Agreement Uploaded by Chad Heath - support@rankleads.com IP 184.183.170.205



This audit trail report provides a detailed record of the online activity and events recorded for this contract.