

TERMS AND CONDITIONS FOR USE OF FLORIDA LIST COMPANY, A DBA OF PINPOINT DIRECT, INC. DATA PRODUCTS AND SERVICES

Upon your execution of the agreement to license data from Florida List Company, a DBA of PinPoint Direct, Inc., either written or verbal it is agreed that by rendering payment of all amounts due Florida List Company, a DBA of PinPoint Direct, Inc., you agreed to the terms and conditions made available. By using our services, you signify your consent to these terms. You may not use our services if you do not consent to all our terms. These general terms and conditions apply to and are set forth in addition to any other contract or written "Agreements" that may be part of the transaction. You agree to familiarize yourself with these terms if you choose to use our data products.

ANY DATA PROVIDED BY FLORIDA LIST COMPANY, a DBA of PINPOINT DIRECT, INC (HEREINAFTER "FLORIDA LIST COMPANY") IS FURNISHED ON A STRICTLY "AS IS" BASIS. FLORIDA LIST COMPANY ACTS AS A THIRD PARTY PROVIDER OF ITS COMPILERS AND DOES NOT ASSURE OR WARRANT THE CORRECTNESS, COMPREHENSIVENESS OR COMPLETENESS OF THE DATA AND, EXCEPT AS PROVIDED IN THE NEXT SENTENCE, FLORIDA LIST COMPANY AND ITS COMPILERS DISCLAIMS ANY AND ALL WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE 5 DAYS FROM YOUR RECEIPT OF THE DATA TO INSPECT IT AND NOTIFY FLORIDA LIST COMPANY OF ANY PROBLEMS OR MISTAKES WITH THE DATA AND IF YOU SO NOTIFY FLORIDA LIST COMPANY WITHIN THAT 5-DAY PERIOD. THE PROBLEM OR MISTAKE WILL BE CORRECTED AT NO ADDITIONAL CHARGE TO YOU.

Limitation of Liability

Florida List Company 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 Florida List Company to comply with the terms of the Agreement, whether or not any such damages were foreseeable or whether Florida List Company was advised of the possibility of such damages. Florida List Company's maximum liability will not exceed the amount you paid Florida List Company. Florida List Company will not be liable for printing, mail shop or postage costs or any ancillary costs.

- Client warrants any offer made by accepting a list furnished by Florida List Company must be in good taste and conform to all federal, state and local laws, statutes and regulations
- Florida List Company takes reasonable care in providing this information. However, due to the possibility of human error inherent in compiling database information and everyday turnover of such information, Florida

List Company does not assume any liability for the correctness of this information, or the information from which it is compiled. Nor does Florida List Company warrant the comprehensiveness, completeness, accuracy, or adequacy for any purpose or particular use of this information. Under no circumstances will Florida List Company be liable to Client or third parties for incidental, special, consequential or exemplary damages, including, but not limited to lost profits, lost data, lost business, postal charges, costs, expenses, etc. Florida List Company's entire liability for any claim whatsoever relating to and/or under this Agreement shall not exceed the total amount of the charges paid by Client to Florida List Company for the data on which the claim is based. Client acknowledges that certain federal and state laws, rules and regulations restrict telemarketing and faxing activities, including provisions that permit consumers to give notice that they do not wish to receive sales solicitation calls. Due to the varying and changing nature of such provisions, Florida List Company makes no warranty, expressed or implied that the names, telephone numbers and fax numbers of such individuals have been identified and deleted from Florida List Company data. Florida List Company shall not be responsible for any laws, rules or regulations relating to Client's use of Florida List Company data, including, without limitation, any such laws, rules or regulations that are specific to Client or its business [example: state insurance law or local laws governing real estate agents]. Many states allow civil penalties for using fax lists for unsolicited fax broadcasting; client needs to check their state and local laws on unsolicited faxing. Client assumes legal risk for use of fax lists. The outcome of Client's Marketing Promotions is not guaranteed.

- Client acknowledges that Florida List Company's data has not been collected for credit purposes and is not intended to be indicative of any consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living (as such terms are used in section 603(d) of the Fair Credit Reporting Act ("FCRA"), 15 USC 1681a). Client certifies that it shall not use Florida List Company's data as a factor in establishing any consumer's eligibility for (a) credit or insurance used primarily for personal, family or household purposes, (b) employment purposes, or (c) other purposes authorized under Section 604 of FCRA, 15 USC 1681b.
- Fair Information Practices. No solicitation made using a list supplied by Florida List Company's data shall make reference to any selection criteria or presumed knowledge regarding the intended recipient of such solicitation, or the source of the recipient's name and address, except to the extent such selection criteria, knowledge or source of information is derived from Client owned data. The Client shall comply with all federal, state and local laws and regulations in connection with any use made of Florida List Company data. The Client shall not use or permit others to use such data for purposes of mailing pornographic or sexually explicit material, chain letters, pyramid fund raising solicitations or other similar purposes. Upon Florida List Company's request, Client shall furnish Florida List Company with a sample mail piece to enable Florida List Company to verify Client's compliance with such restrictions.
- Client agrees that the information provided is for their use only and that the names, addresses, etc. will not be duplicated or resold. Our lists are seeded with decoy names to protect against unauthorized use. Client may use Florida List Company's data solely for Client's internal direct marketing program [telemarketing and/or direct mail campaign] and for no other purposes. For Marketing Companies that license Florida List Company's data, they may use Florida List Company's data solely for a specific client's direct marketing program [telemarketing and/or direct mail campaign] and for no other purposes.
- Company will remit payment to: Florida List Company the total amount of the invoice as per the terms stated on this invoice. Furthermore, in the event Florida List Company engages the services of a collection agency or an attorney to collect on a past due amount, Company agrees to pay all costs of collection including court costs and reasonable attorney's fees. Company acknowledges that it is paying Florida List Company for a service and that no guarantees were expressed or implied and that the advertiser understands that Florida List Company has a no refund exception policy. All discounts and promotional offers must be presented at time of sale or offer is null and void.
- Due to the fact that our mailing lists can be copied easily, orders cannot be returned for refunds.
- Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the exclusive jurisdiction and venue for any proceeding brought pursuant to these terms and conditions shall be held in Sarasota County, Florida without regard to conflicts of law principles, and shall benefit and be binding upon the parties hereto and their respective successors and assigns.
- This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. A faxed signature or scanned and emailed signature shall have the same legally binding effect as an original signature.

Privacy Policy

Florida List Company does not collect information from our website visitors, unless they voluntarily complete a form on our site and give it to us. This information is used only for marketing purposes, and never shared with anyone outside of our company. When visitors browse our websites, they do so anonymously. The choice of whether or not to receive marketing solicitation from Florida List Company can be changed at any time by contacting us.

Changes with our Privacy Policy

The privacy policy may be amended at any time, so please check back periodically.

If you have questions, comments or concern about this this policy you can reach us by email at PrivacyPolicy@FloridaListCompany.com or mail to:

The Florida List Company, a DBA of PinPoint Direct, Inc.

Attn: Privacy Policy Officer

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