



GENERAL TERMS AND CONDITIONS FOR CLIENTS

1. **Applicability.**

(a) These terms and conditions of sale (these "**Terms**") are the only terms that govern the sale of the goods ("**Goods**") and services ("**Services**") by Converge Direct, LLC ("**Seller**") to the buyer(s) ("**Buyer**" and together with Seller, the "**Parties**" and each a "**Party**") named in this Agreement (as defined below). Subject to **Section 32**, if a written contract or statement of work signed by both Parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of said contract or statement of work shall prevail to the extent they are inconsistent with these Terms (a "**Definitive Agreement**").

(b) Any accompanying quotation, order acknowledgement, or invoice (the "**Sales Confirmation**"), any Definitive Agreement and these Terms (including any other terms and conditions incorporated by reference herein) (collectively, this "**Agreement**") comprise the entire agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in this Agreement.

2. **Delivery of Goods and Performance of Services.**

(a) The Goods will be delivered within a reasonable time after the receipt of Buyer's purchase order. Seller shall not be liable for any delays, loss, or damage in transit.

(b) Unless otherwise agreed in writing by the Parties, Seller shall deliver the Goods to Seller's designated loading area (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within five (5) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point and will unload and release all transportation equipment promptly so Seller incurs no demurrage or other expense.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

(e) With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such materials or information as Seller may request to carry out the Services in a timely manner and ensure that such materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and

consents and comply with all Applicable Laws (as defined below) in relation to the Services before the date on which the Services are to start. Seller is solely responsible for determining the method, details, means and manner for performing the Services, provided that the Services are completed as specified in this Agreement.

(f) None of Buyer's orders may be cancelled, rescheduled, reconfigured, or assigned without Seller's prior written authorization, and in such event, Buyer will be liable to Seller for any additional costs and expenses incurred by Seller.

3. **Non-Delivery.**

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within two (2) days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in this **Section 3** are Buyer's exclusive remedies for any non-delivery of Goods.

4. **Quantity.** If Seller delivers to Buyer a quantity of Goods of up to ten percent (10%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the Price (as defined below) adjusted pro rata.

5. **Shipping Terms.** Delivery of the Goods shall be made F.O.B. (as defined in the New York Uniform Commercial Code) Delivery Point.

6. **Title and Risk of Loss.** Title and risk of loss pass to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the New York Uniform Commercial Code.

7. **Buyer's Acts or Omissions.** Notwithstanding anything to the contrary contained in this Agreement, if Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. **Inspection and Rejection of Nonconforming Goods.**

(a) Buyer shall inspect the Goods upon receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) goods shipped are different than those identified in Buyer's purchase order; or (ii) goods' labels or packaging incorrectly identifies contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to the Delivery Point. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in **Section 8(b)** are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under **Section 8(b)**, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods and Services from Seller at the price (the "**Price**") set forth in this Agreement.

(b) Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

(c) All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs, and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller upon receipt of Seller's invoice. Buyer shall make all payments hereunder by ACH or wire transfer and in US dollars. Prices for Lead Generation or Managed Services will be computed as set forth in the Advertising Terms.

(b) Buyer shall pay interest on all payments made more than ten (10) days after the due date at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services and stop Goods in transit if Buyer fails to pay any amounts when due hereunder.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of 3 month(s) from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will be free from material defects in material and workmanship.

(b) EXCEPT FOR THE PRODUCT WARRANTIES SET FORTH IN **SECTION 11(a)**, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

(d) EXCEPT FOR THE SERVICES WARRANTIES SET FORTH IN **SECTION 11(c)**, SELLER MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

(e) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. Third Party Products are not covered by the warranty in **Section 11(a)**. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(f) The Seller shall not be liable for a breach of the warranties set forth in **Section 11(a)** or **Section 11(c)** unless: (i) Buyer gives written notice of the defective or non-conforming Goods or Services, as the case may be, reasonably described, to Seller within 5 days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in **Section 11(a)** to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective or non-conforming.

(g) The Seller shall not be liable for a breach of the warranty set forth in **Section 11(a)** if: (i) Buyer has made use of, or makes any further use of after giving such notice, of any Goods or Services; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(h) Subject to **Section 11(f)** and **Section 11(g)** above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(i) Subject to **Section 11(f)** above, with respect to any Services subject to a claim under the warranty set forth in **Section 11(c)**, Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(j) THE REMEDIES SET FORTH IN **SECTIONS 11(h)** AND **SECTION 11(i)** ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN **SECTIONS 11(a)** AND **SECTION 11(c)**, RESPECTIVELY.

12. **Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, deliverables, work product and other materials that are used or delivered to Buyer in the course of performing this Agreement, except for any Buyer Materials, shall be owned by Seller. Buyer hereby grants a non-exclusive, worldwide, non-transferable (except in accordance with **Section 20**), sublicensable, fully paid-up, royalty-free and perpetual license to the Buyer Materials solely to the extent necessary to enable Seller to perform this Agreement.

13. Indemnification.

(a) **General Indemnification.** Buyer shall defend, indemnify and hold harmless Seller and its subsidiaries and affiliates and its and their respective successors or assigns and its and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") from and against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with (i) any contaminated file, virus, worm, or Trojan horse originating from Buyer or its agents, vendors or subcontractors; or (iii) Buyer's or its client's (A) goods or services, including product liability or infringement claims; (B) negligence, willful or more culpable acts or omissions, (C) breach or violation of Applicable Law, or (D) breach of any representation, warranty or covenant contained in this Agreement.

(b) **Indemnification Procedures.** An Indemnitee seeking indemnification under this Agreement shall give the indemnifying Party: (i) prompt notice of the relevant Loss; provided, however, that failure to provide such notice shall not relieve the Buyer from its indemnification liability or obligation under this Agreement, except to the extent of any material prejudice directly resulting from such failure and (ii) reasonable cooperation, at the Buyer's expense, in the defense of such claim. Buyer shall have the right to control the defense; provided, however, that Buyer shall not, without the prior written consent of the Indemnitee, settle, or dispose of any claims, such consent not to be unreasonably withheld. Each Indemnitee shall have the right to participate in the defense at its own expense.

14. **Limitation of Liability.**

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) SUBJECT TO SECTION 14(c), IN NO EVENT SHALL SELLER'S LIABILITY ARISING OUT OF OR RELATED TO ANY AND ALL CLAIMS UNDER THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, INDEMNIFICATION, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED IN THE AGGREGATE WITH RESPECT TO ALL SUCH CLAIMS, THE AMOUNTS PAID TO SELLER FOR THE RELATED GOODS OR SERVICES SOLD HEREUNDER.

15. **Compliance with Law.** Buyer shall comply with all Applicable Laws. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

16. **Termination.** In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

17. **Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy,

power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. **Confidential Information.** All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed, used, or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section 18. This Section 18 does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

19. **Force Majeure.** No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice to the other Party, within ten (10) days of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this Section 19, either Party may thereafter terminate this Agreement upon at least ten (10) days' written notice.

20. **Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 20 is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

21. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

22. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

23. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any

jurisdiction other than those of the State of New York. The Convention on the International Sale of Goods shall not apply to this Agreement.

24. **Submission to Jurisdiction.** Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

25. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving Party in writing and, in the case of Seller, with a copy to the General Counsel at Converge Direct, LLC, 25 West 29th Street, New York, NY 10018 or by email at contracts@convergedirect.com. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this **Section 25**.

26. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. **Survival.** Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including Buyer's obligation to pay amounts owed for Goods and Services and **Sections 1, 2(f), 3(d), 5, 6, 7, 8(c), and 11 through 33** and all provisions of the Advertising Terms.

28. **Amendment and Modification.** These Terms which can be found at convergemarketing.com/compliance/customer and any other terms, conditions, agreements or other documents incorporated by reference in this Agreement which refer to a Seller website are subject to change and are effective upon Seller posting an updated version to such websites.

29. **Non-Solicitation of Vendors, Clients, Employees, and Independent Contractors.**

(a) **Employees and Independent Contractors.** During the term of these Terms and for a period of two (2) years following the expiration or termination of the Agreement for any reason (the "**Restricted Period**"), Buyer shall not directly or indirectly, hire or solicit any employee or independent contractor of Seller or encourage any such employee or independent contractor to leave such employment or engagement, respectively, or hire or engage any such employee or independent contractor, except, in the case of employees, pursuant to a general solicitation which is not directed specifically to any such employees.

(b) **Suppliers and Clients.** During the Restricted Period, Buyer shall not directly or indirectly, solicit or entice, or attempt to solicit or entice, any suppliers or clients of Seller or potential clients of Seller for purposes of diverting their business or services from Seller. The Parties hereby agree that Losses arising out of or relating to any breach of this **Section 29(b)** by Buyer shall include 100% of Seller's anticipated loss of revenues.

(c) **Equitable Remedies.** Buyer acknowledges that a breach or threatened breach of this **Section 29** would give rise to irreparable harm to the Seller, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Buyer of any such obligations, Seller shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) **Reformation.** Buyer acknowledges that the restrictions contained in this **Section 29** are reasonable and necessary to protect the legitimate interests of Seller and constitute a material inducement to Seller to enter into the Agreement and consummate the transactions contemplated by the Agreement. In the event that any covenant contained in this **Section 29** should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law. The covenants contained in this **Section 29** and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

30. **Additional Applicable Terms.**

(a) **Advertising Services.** If the Services include any Performance Management Services or Managed Services (as defined in the Advertising Terms (as defined below)), the terms and conditions set forth in the Advertising Services Additional Terms and Conditions for Clients located at www.convergemarketing.com/compliance/customer ("**Advertising Terms**") shall also apply and be deemed incorporated into these Terms by reference.

(b) **Data Access, Storage or Processing.** If in connection with the Services, Buyer will Process (as defined in the DPA) any Personal Information (as defined in the DPA), the additional terms and conditions set forth in Client Data Processing Agreement located at www.convergemarketing.com/compliance/customer (the "**DPA**") shall also apply and be deemed incorporated into these Terms by reference.

31. **Records; Audit.** During the term of this Agreement and for a period of one (1) year after the end thereof, Buyer shall provide to Seller (a) all relevant data required to calculate and verify the Prices and compensation payable to Seller and (b) any other data that will assist Seller with optimizing its marketing strategies and media buying. Buyer shall all times ensure that the data is accurate and complete and is provided within the timeframes required by Seller. Seller has the right to inspect and audit the underlying data, databases, systems, platforms and sources that were used to compile the aggregated data supplied to Seller by Buyer. Seller has the right to tender supplemental invoices to reflect changes resulting from the data that is supplied by Buyer to Seller.

32. **Order of Precedence.** In the event of a conflict or inconsistency between the documents or provisions incorporated into or referenced in these Terms and this Agreement, the documents or provisions shall prevail in the order listed below, with the first document or provision listed having the highest precedence:

- (a) the DPA, if applicable
- (b) a Definitive Agreement, if any
- (c) the Advertising Terms, if applicable
- (d) these Terms
- (e) Sales Confirmations, if any

33. **Defined Terms.**

"**Applicable Laws**" shall mean any and all applicable laws, rules, and regulations including, without limitation, applicable (i) advertising and marketing laws such as the Federal Trade Commission Act and the regulations, rules, guidance and principles of self-regulation issued by the Federal Trade Commission (collectively, the "**FTC Act**"), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (the "**CAN-SPAM Act**"), the Telemarketing Sales Rule (16 C.F.R. §3102) (the "**TSR**"), and the Telephone Consumer Protection Act (the "**TCPA**"), (ii) data security and data breach laws, (iii) wiretapping laws, (iv) laws that limit or

prohibit the collection, communication, or use of consumer health data, and (v) data broker registration laws.

34. **Other Definitional Provisions.** The following shall apply to this Agreement.

(a) The words “hereof,” “herein,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to these Terms unless otherwise specified.

(b) All other terms, agreements, schedules, and exhibits referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(c) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(d) Whenever the words “include,” “includes,” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.” Where the context permits, the use of the term “or” will be equivalent to the use of the term “and/or.”

(e) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(f) A reference to any Party shall include such Party’s successors and permitted assigns.

(g) The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”.

(h) References herein to any law shall be deemed to refer to such law as amended, modified, codified, reenacted, replaced, supplemented, or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder.

(i) The division into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement.

(j) References to “days” means calendar days unless otherwise expressly specified. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded.

(k) References to “written” or “in writing” include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

(l) The word “will” will be construed to have the same meaning and effect as the word “shall”. The words “shall,” “will,” or “agree(s)” are mandatory, and “may” is permissive.

END OF TERMS



**ADVERTISING SERVICES
ADDITIONAL TERMS AND CONDITIONS FOR CLIENTS**

1. Applicability.

(a) These Advertising Services Additional Terms and Conditions for Clients (these "**Advertising Terms**") provide supplemental terms and conditions relating to the sale of Performance Marketing Services (as defined below), Managed Services (as defined below) (as defined below) (collectively, the "**Advertising Services**") by Converge Direct, LLC ("**Seller**" to the buyer named in this Agreement (as defined below) ("**Buyer**" and together with Seller, the "**Parties**" and each, a "**Party**"). Subject to **Section 7**, if a written contract or statement of work signed by both Parties is in existence covering the sale of Advertising Services covered hereby, the terms and conditions of said contract or statement of work shall prevail solely as to such Advertising Services to the extent they are inconsistent with these Advertising Terms (a "**Definitive Agreement**"). Unless otherwise specifically provided in the Sales Confirmation or Definitive Agreement, capitalized terms used in a Sales Confirmation or Definitive Agreement but not defined therein shall have the meaning set forth in these Advertising Terms. Capitalized terms used in these Advertising Terms but not defined herein shall have the meaning set forth in the General Terms and Conditions for Clients a current copy which can be found here: www.convergemarketing.com/compliance/customer (the "**General Terms**").

(b) The Sales Confirmation and Definitive Agreement, if any, together with the General Terms and these Advertising Terms (collectively, this "**Agreement**") comprise the entire agreement between the Parties relating to the subject matter of this Agreement, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Advertising Terms prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Advertising Terms.

(c) Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Advertising Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Advertising Services, or the fees or any performance dates set forth in this Agreement.

2. Services.

(a) **Performance Marketing Services.** (i) Performance Marketing Services under this Agreement means the generation, sourcing and delivery of Leads (as defined below), Inbound Calls (as defined below), or Link-Outs (as defined below) to Buyer through any Channels (as defined below) (the "**Performance Marketing Services**") in exchange for the Price (as defined below). Buyer agrees to pay the Price for Leads, Inbound Calls, and Link-Outs delivered to Buyer, provided that Buyer shall not be obligated to purchase any Leads in excess of any "Campaign Cap" for the duration of the Campaign period or for any given day during the Campaign period in excess of any "Day Cap", to the extent identified in this Agreement.

(ii) During the term of this Agreement, Seller agrees to grant Buyer an exclusive, limited, royalty-free license to use fully-paid up Leads for thirty (30) days following delivery of the Lead (the "**Exclusive Period**") as provided hereunder solely for the purpose of monetizing such Leads in accordance with the terms hereof, subject in all respects to the limitations and restrictions set forth in this Agreement. Unless otherwise agreed to in writing by both Parties, the license granted to Buyer shall be limited to the right to monetize the Leads during the Exclusive Period by (A) using the related Personal Information (as defined below) to market products or services of Buyer's Transferees (as defined below), or

(B) granting a limited sub-license to Buyer's Transferees to market products or services to such Leads in accordance with the terms of this Agreement. Notwithstanding the foregoing, at all times, all Leads and Personal Information provided under this Agreement shall remain the property of the Seller, and nothing herein shall be construed to transfer title to any Leads or any Personal Information to Buyer or any its Transferees. Any rights not specifically granted to Buyer or Buyer's Transferees herein are expressly reserved by Seller. For clarity, upon expiration of the Exclusive Period nothing herein shall be construed to prohibit Seller from using the Leads or any Personal Information to market (through itself or third parties) Seller's or Seller's other Clients' (as defined below) goods or services or transferring such Leads or Personal Information to Seller's other Clients. Upon Seller's delivery of a Lead to Buyer, Seller is deemed to have granted to Buyer the limited right to use Personal Information associated with such Lead solely for the limited purposes allowed in this **Section 2(a)(ii)**. Buyer will be solely responsible for conducting all aspects of the distribution and monetization of the Leads, Inbound Calls, Link-Outs, and related Personal Information including the legal compliance associated with using or transferring the Leads, Inbound Calls, Link-Outs and related Personal Information to Buyer's Transferees (including obtaining any TCPA Consent (as defined below) for Secondary Leads purchased under this Agreement before engaging in any Telemarketing (as defined below)). Seller's sole obligation will be to provide Leads, Inbound Calls, and Link-Outs to Buyer as described in this Agreement, to permit the license contemplated in this **Section 2(a)(ii)**, and to otherwise comply with the other terms of this Agreement. Upon expiration of the Exclusive Period, Buyer agrees to permanently delete and destroy all information related to the applicable Leads including Personal Information and confirm the same in writing to Seller upon request.

(iii) Seller agrees to include consent substantially similar to Seller's model TCPA (as defined below) prior express written consent at the point of collection of any Primary Lead which can be found at www.convergemarketing.com/compliance/customer ("**TCPA Consent**"). Notwithstanding the foregoing, Buyer acknowledges and agrees that (i) Inbound Calls and Link-Outs and, (ii) following Seller's implementation of FCC 23-107, Secondary Leads shall be sold to Buyer without any valid TCPA Consent. Except for failure to include the TCPA Consent as provided in the first sentence of this **Section 2(a)(iii)** or a breach of the warranty set forth in **Section 2(e)(i)**, Buyer hereby acknowledges and agree that Seller shall not have any liability for any claim for violation of the TCPA or other Applicable Laws (as defined below), arising out of or relating to any Lead, Inbound Call, or Link-Out sold to Buyer. Unless Buyer otherwise notifies Seller in writing (confirmed and acknowledged by Seller) the name of the TCPA Seller shall be Buyer's legal entity name as set forth in this Agreement.

(b) Buyer agrees that it is solely and entirely responsible for any and all liability arising out of or related to Seller's or its direct or indirect agents', vendors', suppliers', subcontractors', or third parties' (collectively, "**Subcontractors**") use in any Channel of any ads, advertising, content, forms, copy, trademarks, service marks, logos, creative, ad claims and disclaimers (legal, compliance, restrictions, availability), offers, terms of offer, confidential or proprietary information, documents, data, know-how, software, specifications, reports, and other materials and ideas provided to Seller by Buyer or instructions or specifications given to Seller by Buyer ("**Buyer Materials**") or approved by Buyer in connection with the performance of this Agreement ("**Approved Materials**"). Buyer represents and warrants to Company that Buyer Materials and Approved Materials (a) will not infringe on any third party's Intellectual Property Rights (as defined below); and (b) Buyer's and its Subcontractors use of such Buyer Materials or Approved Materials in connection with this Agreement does not and will not violate any Applicable Law including, without limitation, laws governing export control, the FTC Act (as defined below), or unfair competition. Notwithstanding anything to the contrary contained in this Agreement, Buyer

agrees that Seller is not liable for the acts and omissions of any Subcontractor that it utilizes to perform this Agreement.

(c) **Managed Services.** Managed Services under this Agreement means the management of a customer's Marketing Spend (as defined below) and the Deployment (as defined below) of the same through any Channels (the "**Managed Services**").

(d) **Channels.** Unless otherwise expressly agreed by Seller, Seller may utilize any Channels or Subcontractors to perform the Advertising Services.

(e) **Service Warranty.** (i) Seller warrants to Buyer that it shall perform the Advertising Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. **EXCEPT FOR THE WARRANTY SET FORTH IN THE PREVIOUS SENTENCE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, ALL ADVERTISING SERVICES AND LEADS, INBOUND CALLS, AND LINK-OUTS ARE SOLD OR LICENSED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND AND SELLER MAKES NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE ADVERTISING SERVICES OR ANY LEADS, INBOUND CALLS, OR LINK-OUTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; (E) WARRANTY THAT THE LEAD, INBOUND CALL, OR LINK-OUT IS AUTHENTIC AND VALID OR THAT SUCH LEAD, INBOUND CALL, OR LINKOUT WAS NOT SUBMITTED BY A THIRD PARTY TO SELLER OR BUYER FRAUDULENTLY OR WITH A FRAUDULENT PURPOSE; OR (F) WARRANTY THAT ANY OF THE PERSONAL INFORMATION DOES NOT APPEAR ON ANY "DO NOT CALL REGISTRIES"; WHETHER OR NOT, IN EACH CASE OF THE FOREGOING SUBCLAUSES (A) THROUGH (F), EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(ii) Seller shall not be liable for a breach of the warranties set forth in **Section 2(e)(i)** unless: (i) Buyer gives written notice of the defective or non-conforming Advertising Services or Leads, Inbound Calls, or Link-Outs reasonably described, to Seller within five (5) days of the time when Buyer discovers or ought to have discovered the defect; and (ii) Seller reasonably verifies Buyer's claim that the Advertising Services or Leads, Inbound Calls, or Link-Outs are defective or non-conforming.

(iii) Seller shall not be liable for a breach of the warranty set forth in **Section 2(e)(i)** if Buyer has made use, or makes any further use after giving such notice, of such Performance Marketing Services or Lead, Inbound Call, or Link-Out.

(iv) Subject to **Section 2(e)(ii)**, with respect to any Advertising Services or Leads, Inbound Calls, or Link-Outs subject to a claim under the warranty set forth in this **Section 2(e)(i)**, Seller shall, in its sole discretion, (A) repair or re-perform the applicable Advertising Services or (B) credit or refund the Price of such Advertising Services or Lead, Inbound Call, or Link-Out at the pro-rata Price.

(v) **THE REMEDIES SET FORTH IN SECTION 2(e)(iv) ARE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 2(e)(i).**

3. **Price, Delivery and Acceptance.**

(a) The price ("**Price**") for (i) Performance Marketing Services will be an amount equal to Cost the per Lead, Inbound Call or Link-Out for which a Conversion Event has occurred, (ii) Managed Services will be an amount equal the Retainer, Commission and any additional fees specified in this Agreement. In addition, Buyer agrees to the unconditional reimbursement of Seller of any and all Marketing Spend which Seller funds on Buyer's behalf (inclusive of taxes, shipping, handling or other charges paid on Buyer's behalf).

(b) Leads shall be delivered electronically to Buyer via an application programming interface ("**API**") and shall be deemed accepted by Buyer when Seller has received a positive delivery response from Buyer's API. Inbound Calls, and Link-Outs shall be deemed delivered to, and accepted by, Buyer at the time such Inbound Calls, and Link-Outs are generated by Seller's performance of this Agreement. Buyer hereby acknowledges that Leads, Inbound Calls, and Link-Outs acquired from Seller's Subcontractors generally require Seller to accept the same within very short time frames and any delay in acceptance or rejection caused by Buyer may result in reimbursable damages to Seller.

(c) Delivery and acceptance of Managed Services shall be deemed to automatically occur once Seller causes any advertising associated with any Marketing Spend to be first available, launched, mailed, delivered, or deployed to consumers (collectively, "**Deployed**").

(d) Seller's tracking shall at all times prevail in the calculation (in whole or in part) of any delivery, acceptance, Leads, Inbound Calls, Link-Out, Conversion Events, Cost, Deployment, Commission, Retainer, Marketing Spend, and Prices.

4. **Payment Terms.**

(a) Seller shall issue an invoice to Buyer any time after the completion of delivery and acceptance of any Advertising Services.

(b) With Buyer's consent, Seller may issue an invoice in advance of the performance of any Performance Marketing Services based on Seller's reasonable forecast for the period covered ("**Advance Billing**"). Subject to **Section 3(d)**, the Parties shall use best efforts to actualize the Advance Billing against the actual performance of the Performance Marketing Services for the period covered by the Advance Billing within thirty (30) days following the end of the period covered by the Advance Billing. At the conclusion of actualization, Seller shall issue a credit memo or invoice, as applicable, for the difference between the Advance Billing and the actualized results.

(c) Seller at its option may choose to issue an invoice to Buyer no more than ninety (90) days in advance of the date Seller reasonably anticipates any Marketing Spend is to be paid by Seller to the applicable Subcontractor or other third party.

(d) Buyer shall pay all properly invoiced amounts due to Seller upon receipt of an invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars and made by ACH or wire transfer to the account(s) provided by Seller in writing. Any credit memo issued under this Agreement shall expire, if not used within thirty (30) days of its issue date.

5. **Additional Representations, Warranties and Covenants of Buyer.** Buyer hereby represents, warrants, and covenants to Seller on the date of this Agreement and as of the time of delivery and acceptance of any Advertising Services that:

(a) Buyer acknowledges that certain Personal Information collected and transferred by Seller under this Agreement may include a medical diagnosis, personal health information or sensitive personal information which may require Buyer to provide enhanced security, storage, or handling under Applicable Law;

(b) Buyer is not in breach of a material obligation under this Agreement;

(c) Buyer is not and none of its direct or indirect Transferees constitute a "foreign adversary" country (within the meaning of the Protecting Americans' Data from Foreign Adversaries Act);

(d) Neither Buyer, nor, to Buyer's Knowledge, any of its Transferees is subject to any material pending or, to Buyer's Knowledge, threatened lawsuit, claim or investigation relating to a violation of Applicable Law (including the TSR (as defined below), the TCPA or the CAN-SPAM Act (as defined below);

(f) in the event that Buyer or any of its Transferees use Telemarketing to directly or indirectly contact consumers relating to any

Lead, Inbound Call, or Link-Out acquired under this Agreement, (i) all such Telemarketing will be conducted in accordance with Applicable Law, including the TSR, (ii) Buyer has provided a true, correct and complete copy to Seller of the standard operating procedures and script to be used in the call center operated directly or indirectly by Buyer or its Transferees for Telemarketing to such consumers (a "Call Center") prior to initiating any such Telemarketing; (iii) that all such Telemarketing at any Call Center has been and will be conducted in accordance with such procedures and script; (iv) all Telemarketing calls from such Call Centers will be made during the days and hours permitted by Applicable Law; and (v) the Call Center, if any, will operate fully during the hours specified in this Agreement;

(g) if the Advertising Services include Email as a Channel, Buyer and its Transferees each maintain proper email marketing opt-out lists in accordance with the CAN-SPAM Act and other Applicable Law and Buyer agrees to provide copies of the same to Seller upon the inception of this Agreement and on at least a weekly basis thereafter in the manner designated by Seller from time to time;

(h) Buyer will provide Conversion Event data regarding all Leads, Inbound Calls, and Link-Outs delivered under this Agreement on a daily basis and all such Conversion Event data is true, correct and complete in all respects;

(i) Buyer has not within the last five (5) years suffered any material unauthorized acquisition of, access, disclosure, use, denial of use, alteration, corruption, destruction, deletion, compromise, impairment, intrusion to, loss, or breach of Personal Information, Confidential Information (as defined below), or its computer systems, including any that (A) constitutes a breach under any Applicable Law; or (B) would trigger a notification or reporting requirement to data protection authorities or data subjects under Applicable Law (a "Security Incident"); and (ii) Buyer has not notified and, to Buyer's knowledge, there have been no facts or circumstances that would require the Buyer to notify, any governmental authority or other person of any Security Incident;

(i) Buyer has at all times during the term of this Agreement implemented and maintained, and required all vendors, processors, and other third parties that Process (as defined below) any Personal Information for or on behalf of Buyer to implement and maintain, commercially reasonable and industry standard security measures, plans, procedures, controls, and programs, including a written information security program to (i) identify and address internal and external risks to the privacy and security of Personal Information in its possession or control; (ii) implement, monitor, and improve adequate and effective administrative, technical, and physical safeguards to protect such Personal Information and the operation, integrity, and security of its software, systems, applications, and websites involved in the processing of Personal Information; and (iii) provide notification in compliance in all material respects with Applicable Laws in the case of any Security Incident; and

(j) Buyer has at all times during the term of this Agreement maintained a cyber insurance policy with an individual and an aggregate limit of at least Five Million Dollars (\$5,000,000).

6. **Indemnification.** Buyer shall defend, indemnify and hold harmless the Indemnitees from and against any and all Losses arising out of or occurring in connection with any (i) any Buyer Materials or Approved Materials, (ii) any other advertising or any Telemarketing by Buyer or its Transferees, (iii) the direct or indirect transfer of any Lead, Inbound Call, or Link-Out and any related Personal Information by Buyer or any of its Transferees, or (iv) any Security Incident.

7. **Buyer System Failure.** Without limiting Section 7 of the General Terms and Section 19 of the General Terms notwithstanding, in the event that the delivery of any Leads, Inbound Calls, or Link-Outs is impaired, frustrated, or prevented by a failure or error in Buyer's systems or operations, including, for example, because Buyer's API fails, or Buyer's Call Center is not operating during the hours which Buyer previously specified to Seller, Buyer agrees to reimburse Seller for any lost revenue arising or relating thereto. When calculating the amount of lost revenue, any forecast, records, or historical conversion rates of Seller shall control.

8. **Order of Precedence.** In the event of a conflict or inconsistency between the documents or provisions incorporated into or

referenced in these Advertising Terms, the documents or provisions shall prevail in the order listed below, with the first document or provision listed having the highest precedence:

- (a) the DPA, to the extent applicable
- (b) a Definitive Agreement, if any
- (c) these Advertising Terms
- (d) the General Terms
- (e) Sales Confirmations, if any

9. **Defined Terms.**

"**Campaign**" means a strategic marketing initiative of Buyer designed to achieve specific goals for Buyer or its clients within a defined period and which involves coordinated efforts across various Channels and tactics to deliver a cohesive message to consumers and drive desired outcomes.

"**Channel**" means the channels used by Seller or its Subcontractors to advertise, disseminate information, or communicate messages to consumers including, without limitation, Digital and Offline Channels (as defined below).

"**Clients**" means Seller's clients, customers, data brokers and other third parties to which Seller may provide goods or services.

"**Commission**" means, unless otherwise set forth in this Agreement, thirteen percent (13%) of the Marketing Spend Deployed.

"**Conversion Event**" means the event or action specified in this Agreement that has occurred or was undertaken by a consumer in response to advertising in a Channel in relation to a Lead, Inbound Call, or Link-Out delivered by Seller to Buyer, including, for example, (i) scheduling an appointment with the Buyer or its sellers relating to an estimate or the delivery or performance of any its goods or services ("**Appointment**"); (ii) completion and submission of a web form on a website or application ("**Web Form Fill**"); (iii) solely based on the delivery of a Lead or Inbound Call to Buyer in accordance with this Agreement ("**Delivery**"); or (iv) selecting an option on an electronic interface by pressing a button or touching a screen (a "**Click**").

"**Cost**" means the fixed rate set forth in this Agreement to be paid upon the occurrence of a Conversion Event with respect to any Lead, Inbound Call, or Link-Out, including, for example, cost per Click, Appointment, Call, or upon Delivery of a Lead or Inbound Call.

"**Digital Channels**" means to advertise, disseminate information, or communicate messages to consumers using media channels that with appropriate interaction from the consumer (such as Clicking on an advertisement) will connect the consumer to the web address or application agreed to by the Parties which may contain additional advertising or a Web Form Fill or other methods for a consumer to provide Personal Information to contact, or be contacted by, the seller of the goods or services advertised (a "**Designated Site/App**"): email ("**Email**"), web-based display ads, such as the Google Display Network ("**Display**"), online publications resembling editorial content but paid for by advertisers ("**Native**"), ads on search engine sites ("**Paid Search**"), social sites ("**Paid Social**"), non-paid links from public relations activities, social sites, and off-site engagement ("**Earned**"), non-paid links in organic search results ("**Organic Search**"), links in mobile-device messages ("**Push**"), web form fills originating from Seller's or its Transferor's websites ("**Host and Post**"), Call Transfers directly to Buyer's designated client generated from SEM and website phone numbers ("**Digital Call Transfer**"), apps or internet based television or movie related video options (such as Hulu or Peacock) ("**Connected TV**"), dynamic promotional media displayed in public spaces ("**Digital Out of Home**" or "**DOOH**"), other online video platforms ("**Online Video**"), links in mobile device messages ("**Push/SMS**"), paid radio advertising ("**Radio**") over the air, or streaming audio platforms ("**Streaming Audio**").

"**Inbound Call**" means any consumer (including duplicates, except where such consumer according to Seller's records previously called

in the same calendar month) calls the phone number displayed in response to advertising in an Online or Offline Channel which connects the consumer directly or indirectly (through Seller or its Subcontractors call transfer program) to Buyer or its Call Center. If this Agreement sets forth a minimum duration for such Inbound Call such minimum duration will include the transfer, ring, and connection time.

"Knowledge of Buyer", "Buyer's Knowledge" or any similar phrase means, with respect to any fact or matter, the actual knowledge of Buyer's employees, together with such knowledge that such employees could be expected to discover after due investigation concerning the existence of the fact or matter in question.

"Lead" shall mean any indication or expression of a consumer's interest indicated by the submission of Personal Information that is generated or collected by Seller or any of its Subcontractor's or collected at the designated site or app as a result of Seller's performance of this Agreement. A Lead does not include an Inbound Call or Link-Out.

"Link" or "Link-Out" means a consumer has landed at the designated site or app via a link or link-out contained in the content and Channel and Seller will only be paid upon the occurrence of a Conversion Event. The link or link-out can include any method agreed by the Parties for linking out to the designated site or app such as a hyperlink, click, radio, podcast, television, or printed or embedded in QR code. No Personal Information will be transferred to Buyer in connection with a Link.

"Marketing Spend" means the advertising budget that Buyer has authorized Seller to manage and spend under this Agreement in furtherance of specified Campaign(s).

"Offline Channels" means to advertise, disseminate information, or communicate messages to consumers using media channels which are static and not directly interactive including, for example, the following: online and offline directories such as Yellowbook ("**Directories**"), printed physical marketing mailed or otherwise delivered or made available to potential consumers such as postcards, brochures, letters, etc. ("**Direct Mail**"), cooperative on-page packages inserted into newspapers nationwide ("**Co-Op FSI**"), using printed media to generate Call Transfers from the consumer ("**Print Call Transfer**"), DOOH, Radio with radio stations, media viewed on television ("**Television**"), four-page printed wrap vehicles that contain inserts and are delivered via USPS weekly or monthly ("**Shared Mail Wraps**"), printed inserts that are placed within boxes/packages delivered to consumers ("**Package Inserts**"), printed inserts that are placed within catalogs that are delivered to consumers via USPS ("**Catalog Blow-ins**"), and mailed envelopes that target households pre or post move to reach prospective customers during a period of change ("**New Mover Mailings**").

"Personal Information" means any information that (a) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in the Party's possession or control or that Party is likely to have access to, or (b) Applicable Law otherwise defines as protected personal information or similar.

"Primary Lead" means a Lead collected through any Channel advertising the "one identified seller" (within the meaning of the TCPA) identified by Buyer in writing to Seller (and confirmed by Seller) (the "**TCPA Seller**") and the goods or services identified by Buyer to Seller as the TCPA Seller's goods or services.

"Process" or "Processing" means any operation performed on Personal Information or that Applicable Law include in the definition of processing, processes, or process, including the collection, creation, receipt, access, use, handling, recording, compilation, analysis, organizing, monitoring, maintenance, retention, storage, holding, transmission, transfer, protection, disclosure, amendment, distribution, erasure, destruction, or disposal of Personal Information.

"Retainer" means a flat fee set forth in this Agreement that Buyer has agreed to pay Seller for performing Managed Services.

"Secondary Lead" means a Lead that was collected through any Channel with reference to a seller that is not the TCPA Seller or no specific seller.

"Telemarketing" means any inbound or outbound direct solicitation of consumers by Buyer or any of its Transferee or their respective agents or subcontractors for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services via telephone, wireless telephone, text, SMS, video, or facsimile including using an automated system, artificial or prerecorded voice, or artificial intelligence.

"Transferees" means any individual or entity to whom Buyer directly or indirectly transfers any Lead, Inbound Call, Link-Out, or Personal Information acquired under this Agreement.

10. Other Definitional Provisions. The following shall apply to these Advertising Terms.

(a) The words "hereof," "herein," and "hereunder" and words of similar import when used in these Advertising Terms shall refer to these Terms as a whole and not to any particular provision of these Advertising Terms, and Section references are to these Advertising Terms unless otherwise specified.

(b) All other terms, agreements, schedules, and exhibits referred to herein are hereby incorporated in and made a part of these Advertising Terms as if set forth in full herein.

(c) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(d) Whenever the words "include," "includes", or "including" are used in these Advertising Terms they shall be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(e) Words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(f) A reference to any Party shall include such Party's successors and permitted assigns.

(g) The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if".

(h) References herein to any law shall be deemed to refer to such law as amended, modified, codified, reenacted, replaced, supplemented, or superseded in whole or in part and in effect from time to time, including any successor legislation thereto, and also to all rules and regulations promulgated thereunder.

(i) The division into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting these Advertising Terms.

(j) References to "days" means calendar days unless otherwise expressly specified. When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to these Advertising Terms, the date that is the reference date in calculating such period will be excluded.

(k) References to "written" or "in writing" include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)).

(l) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

11. Amendment and Modification. These Advertising Terms which can be found at www.convergemarketing.com/compliance/customer and any other terms, conditions, agreements or other documents incorporated by reference in this Agreement which refer to a Seller website are subject to change and are effective upon Seller posting an updated version to such websites.

END OF TERMS



CLIENT DATA PROCESSING AGREEMENT

This Client Data Processing Agreement (this “**DPA**”) provides supplemental terms and conditions relating to the sale of Advertising Services from Converge Direct, LLC (“**Seller**”) by Buyer (together with Seller, the “**Parties**” and each, a “**Party**”). Capitalized terms used in this DPA but not defined herein shall have the meaning set forth in the General Terms and Conditions for Clients a current copy which can be found here: www.convergemarketing.com/compliance/Controller (the “**General Terms**”). This DPA, any Sales Confirmation, any Definitive Agreement, the General Terms (including any other terms and conditions incorporated by reference herein) and the Advertising Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. This DPA prevails over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend this DPA.

1. **Definitions and Interpretation.**

1.1 The following definitions and rules of interpretation apply in this DPA.

“**Business Purpose**” means the Advertising Services described in this Agreement.

“**Controller**” means Seller and, during the period which Buyer jointly owns with Seller or is Seller’s licensee of Personal Information under this Agreement, Buyer and Seller jointly with respect to such Personal Information.

“**Data Subject**” means an individual who is the subject of the Personal Information and to whom or about whom the Personal Information relates or identifies, directly or indirectly.

“**Personal Information**” means any information the Processor processes for the Controller that (a) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in the Processor’s possession or control or that the Processor is likely to have access to, or (b) the relevant Privacy and Data Protection Requirements otherwise define as protected personal information.

“**Processing, processes, or process**” means any activity that involves the use of Personal Information or that the relevant Privacy and Data Protection Requirements may otherwise include in the definition of processing, processes, or process. It includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring Personal Information to third parties.

“**Processor**” means Buyer, solely with respect to any Personal Information which Seller has delivered to Buyer of which Buyer is not currently an owner or current licensee.

“**Privacy and Data Protection Requirements**” means all applicable federal, state, and local laws and regulations relating to the processing, protection, or privacy of the Personal Information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

“**Security Breach**” means any act or omission that compromises the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place to protect it. The loss of or unauthorized access, disclosure, or acquisition of Personal Information is a Security Breach whether or not the incident rises to the level of a security breach under the Privacy and Data Protection Requirements.

1.2 **Incorporation by Reference.** This DPA is incorporated into and made a part of the General Terms and this Agreement. Interpretations and defined terms set forth in the General Terms and this Agreement apply to the interpretation of this DPA.

1.3 **Order of Precedence.** In the event of a conflict or inconsistency between the documents or provisions incorporated into or referenced below and this DPA, the documents or provisions shall prevail in the order listed below, with the first document or provision listed having the highest precedence:

- (a) this DPA
- (b) a Definitive Agreement, if any
- (c) the Advertising Terms
- (d) the General Terms
- (e) the Sales Confirmation, if any

2. **Personal Information Types and Processing Purposes.**

2.1 The Controller retains control of the Personal Information and remains responsible for its compliance obligations under the applicable Privacy and Data Protection Requirements.

2.2 This Agreement describes the general Personal Information categories and related types of Data Subjects the Processor may process to fulfill the Business Purposes of this Agreement. The Controller discloses Personal Information to the Processor only for the limited and specified Business Purposes.

3. **Processor's Obligations.**

3.1 The Processor will only process, retain, use, or disclose the Personal Information to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Controller's instructions. The Processor will not process, retain, use, or disclose the Personal Information for any other purpose, outside of the parties' business relationship, or in a way that does not comply with this DPA or the Privacy and Data Protection Requirements. This includes not combining or updating the Personal Information with personal information obtained outside of this contract unless the Privacy and Data Protection Requirements permit the action. The Processor must promptly notify the Controller if, in its opinion, the Controller's instruction would not comply with the Privacy and Data Protection Requirements.

3.2 The Processor must promptly comply with any Controller request or instruction requiring the Processor to amend, transfer, or delete the Personal Information, or to stop, mitigate, or remedy any unauthorized processing.

3.3 The Processor will maintain the confidentiality of all Personal Information and will not sell it to anyone, share it for cross-contextual (targeted) advertising with anyone, or disclose it to third parties without specific authorization from the Controller or this DPA, unless required by law. If a law requires the Processor to process or disclose Personal Information, the Processor must first inform the Controller of the legal requirement and give the Controller an opportunity to object or challenge the requirement, unless the law prohibits such notice.

3.4 The Processor will reasonably assist the Controller with meeting the Controller's compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature of the Processor's processing and the information available to the Processor.

3.5 The Processor must promptly notify the Controller of any changes to Privacy and Data Protection Requirements, or its ability to meet those obligations, that may adversely affect the Processor's performance of this Agreement or this DPA.

4. **Processor's Employees.**

4.1 The Processor will limit Personal Information access to:

- (a) those employees who require Personal Information access to meet the Processor's obligations under this DPA and this Agreement; and
- (b) the part or parts of the Personal Information that those employees strictly require for the performance of their duties.

4.2 The Processor will ensure that all employees:

- (a) are informed of the Personal Information's confidential nature and use restrictions and are obliged to keep the Personal Information confidential;

(b) have undertaken training on the Privacy and Data Protection Requirements relating to handling Personal Information and how it applies to their particular duties; and

(c) are aware both of the Processor's duties and their personal duties and obligations under the Privacy and Data Protection Requirements and this DPA.

5. Security.

5.1 The Processor must at all times implement appropriate technical and organizational measures designed to safeguard Personal Information against unauthorized or unlawful processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, destruction, unavailability, or damage including, but not limited to, the security measures set forth in this Agreement.

5.2 The Processor will immediately notify the Controller if it becomes aware of any advance in technology and methods of working, which indicate that the Parties should adjust their security measures.

5.3 The Processor must take reasonable precautions to preserve the integrity of any Personal Information it processes and to prevent any corruption or loss of the Personal Information, including but not limited to establishing effective back-up and data restoration procedures.

6. Security Breaches and Personal Information Loss.

6.1 The Processor will promptly notify the Controller if any Personal Information is lost or destroyed or becomes damaged, corrupted, or unusable.

6.2 The Processor will immediately notify the other Party if it becomes aware of:

- (a) any unauthorized or unlawful processing of the Personal Information; or
- (b) any Security Breach.

6.3 Immediately following any unauthorized or unlawful Personal Information processing or Security Breach, the Parties will co-ordinate with each other to investigate the matter. The Processor will reasonably co-operate with the Controller in the Controller's handling of the matter, including:

- (a) assisting with any investigation;
- (b) providing the Controller with physical access to any facilities and operations affected;
- (c) facilitating interviews with the Processor's employees, former employees, and others involved in the matter; and
- (d) making available all relevant records, logs, files, data reporting, and other materials required to comply with all Privacy and Data Protection Requirements or as otherwise reasonably required by the Controller.

6.4 The Processor will not inform any third party of a Security Breach without first obtaining the Controller's prior written consent, except when law or regulation requires it.

6.5 The Processor agrees that the Controller has the sole right to determine:

- (a) whether to provide notice of the Security Breach to any Data Subjects, regulators, law enforcement agencies, or others, as required by law or regulation or in the Controller's discretion, including the contents and delivery method of the notice; and
- (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

6.6 The Processor will cover all reasonable expenses associated with the performance of the obligations under **Section 6.2** and **Section 6.3**, unless the matter arose from the Controller's specific instructions, negligence, willful default, or breach of this DPA, in which case the Controller will cover all reasonable expenses.

6.7 The Processor will also reimburse the Controller for actual reasonable expenses the Controller incurs when responding to and mitigating damages, to the extent that the Processor caused a Security Breach, including all costs of notice and any remedy as set out in **Section 6.5**.

7. **Cross-Border Transfers of Personal Information.** Processor may only receive, access, transfer, or store Personal Information within the United States of America, without the Controller's prior written consent.

8. **Subcontractors.** The Processor may not authorize any third party or subcontractor to process the Personal Information.

9. **Data Subject Requests, Complaints, and Third Party Rights.**

9.1 The Processor must notify the Controller (and each Controller must notify the other Controller) within promptly if it receives a request from a Data Subject to exercise any rights the individual may have regarding their Personal Information, such as access, correction, deletion, or to opt-out of or limit certain activities like sales, disclosures, or other processing actions.

9.2 The Processor must notify the Controller (and each Controller must notify the other Controller) immediately if it receives any other complaint, notice, or communication that directly or indirectly relates to the Personal Information processing or to either party's compliance with the Privacy and Data Protection Requirements.

9.3 The Processor will give the Controller (and each Controller will give the other Controller) its full co-operation and assistance in responding to any complaint, notice, communication, or Data Subject request.

9.4 The Processor must not disclose the Personal Information to any Data Subject or to a third party unless the disclosure is either at the Controller's request or instruction, permitted by this DPA, or is otherwise required by law.

10. **Term and Termination.**

10.1 This DPA will remain in full force and effect so long as:

(a) this Agreement remains in effect; or

(b) the Processor retains any Personal Information related to this Agreement in its possession or control (the "**Term**").

10.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of this Agreement in order to protect Personal Information will remain in full force and effect.

10.3 The Processor's failure to comply with the terms of this DPA is a material breach of this Agreement. In such event, the Controller may terminate any part of this Agreement authorizing the processing of Personal Information effective immediately upon written notice to the Processor without further liability or obligation.

10.4 If a change in any Privacy and Data Protection Requirement or either Party's circumstances prevents a Party from fulfilling all or part of its obligations under this Agreement, the Parties will suspend the processing of Personal Information until the Party's processing complies with the requirements. If the Parties are unable to bring the Personal Information processing into compliance with the Privacy and Data Protection Requirements within a reasonable time, they may terminate this Agreement upon written notice to the other Party.

11. **Data Return and Destruction.**

11.1 At the Controller's request, the Processor will give the Controller a copy of or access to all or part of the Controller's Personal Information in its possession or control in the format and on the media reasonably specified by the Controller.

11.2 On termination of this Agreement for any reason or expiration of its term, the Processor will securely destroy or, if directed in writing by the Controller, return and not retain, all or any Personal Information related to this Agreement in its possession or control.

11.3 If any law, regulation, or government or regulatory body requires the Processor to retain any documents or materials that the Processor would otherwise be required to return or destroy, it will notify the Controller in writing of that

retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. The Processor may only use this retained Personal Information for the required retention reason or audit purposes.

11.4 The Processor will certify in writing that it has destroyed the Personal Information promptly after it completes the destruction.

12. **Records.**

12.1 The Processor will keep detailed, accurate, and up-to-date records regarding any processing of Personal Information it carries out for the Controller, including but not limited to, the access, control, and security of the Personal Information, approved subcontractors and affiliates, the processing purposes, and any other records required by the applicable Privacy and Data Protection Requirements (the "**Records**").

12.2 The Processor will ensure that the Records are sufficient to enable the Controller to verify the Processor's compliance with its obligations under this DPA.

13. **Audit.**

13.1 The Processor will permit the Controller and its third-party representatives to audit the Processor's compliance with its DPA obligations, upon at least fifteen (15) days' notice, during the Term and for five (5) years after this DPA terminates. The Processor will give the Controller and its third-party representatives all necessary assistance to conduct such audits. The assistance may include, but is not limited to:

(a) physical access to, remote electronic access to, and copies of the Records and any other information held at the Processor's premises or on systems storing Personal Information;

(b) access to and meetings with any of the Processor's personnel reasonably necessary to provide all explanations and perform the audit effectively; and

(c) inspection of all Records and the infrastructure, electronic data, or systems, facilities, equipment, or application software used to store, process, or transport Personal Information.

13.2 The notice requirements in this **Section 13** will not apply if the Controller reasonably believes that a Security Breach occurred or is occurring, or the Processor is in breach of any of its obligations under this DPA or any Privacy and Data Protection Requirements.

13.3 If a Security Breach occurs or is occurring, or the Processor becomes aware of a breach of any of its obligations under this DPA or any Privacy and Data Protection Requirements, the Processor will:

(a) promptly conduct its own audit to determine the cause;

(b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;

(c) provide the Controller with a copy of the written audit report; and

(d) remedy any deficiencies identified by the audit within fourteen (14) days.

14. **Warranties.**

14.1 The Processor warrants and represents that:

(a) its employees, subcontractors, agents, and any other person or persons accessing Personal Information on its behalf are reliable and trustworthy and have received the required training on the Privacy and Data Protection Requirements relating to the Personal Information; and

(b) it and anyone operating on its behalf will process the Personal Information in compliance with both the terms of this DPA and all applicable Privacy and Data Protection Requirements and other laws, enactments, regulations, orders, standards, and other similar instruments; and

(c) it has no reason to believe that any Privacy and Data Protection Requirements prevent it from providing any of this Agreement's contracted services; and

(d) considering the current technology environment and implementation costs, it will take appropriate technical and organizational measures to prevent the unauthorized or unlawful processing of Personal Information and the accidental loss or destruction of, or damage to, Personal Information, and ensure a level of security appropriate to:

(i) the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, or damage; and

(ii) the nature of the Personal Information protected; and

(iii) comply with all applicable Privacy and Data Protection Requirement and its information and security policies, including the security measures required in **Section 5.1**.

14.2 The Controller warrants and represents that the Processor's expected use of the Personal Information for the Business Purpose and as specifically instructed by the Controller will comply with all Privacy and Data Protection Requirements.

15. **Indemnification.**

15.1 The Processor agrees to indemnify, keep indemnified, and defend at its own expense the Controller against all costs, claims, damages, or expenses incurred by the Controller or for which the Controller may become liable due to any failure by the Processor or its employees, subcontractors, or agents to comply with any of its obligations under this DPA or applicable Privacy and Data Protection Requirements.

15.2 Any limitation of liability set forth in other provisions of this Agreement will not apply to this DPA's indemnity or reimbursement obligations.

15.3 During the Term, the Processor must, at its own cost and expense, obtain and maintain insurance, in full force and effect, sufficient to cover the Processor's potential indemnity or reimbursement obligations. The Processor will produce the policy and premium payment receipt to the Controller on request. The Processor will give the Controller thirty (30) days advance written notice if the policy materially changes or is cancelled.

16. **Notice.** Any notice or other communication given to a party under or in connection with this DPA must be in writing and delivered as set forth in this Agreement. The foregoing sentence does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

END OF DPA TERMS##



**Converge Direct, LLC
Model TCPA Express Written Consent
(Last Updated 8/29/2024)**

For periods prior to Converge’s implementation of FCC-23-107:

By clicking “Get Free Estimate”, you expressly acknowledge (a) interest in offers or services from [DOMAIN NAME], its affiliates, partners, and clients (“Service Providers”) (b) consent to be contacted by Service Providers using information you provided about the services or products offered in your location by telephone, email, SMS text, mail or automated technologies using the information you provided even if you are on a DO NOT CALL list. Phone calls may be recorded. If an offer, service or product is not available in your location, we may send your information to a Service Provider to help you with your needs. Refer to Privacy Policy and Terms of Use.

For periods after Converge’s implementation of FCC-23-107. Converge currently plans to implement FCC-23-107 across Publisher’s Creatives no later than November 20, 2024:

By Clicking “AGREE AND [NAME OF BUTTON]” below, you provide your electronic signature under New York law, agree to our Terms of Use, acknowledge our Privacy Policy, and consent to receive offers and advertisements from or on behalf of our client, [INSERT TCPA SELLER NAME] (the “Company”), regarding the goods or services described on this Website, by email, computer, mail, telephone call, fax, text, or other means of electronic, telephonic, or written communication, including through the use of an automated system and/or artificial or prerecorded voice, at the phone number, email address, and other contact information provided above, even if registered on the National Do Not Call Registry or similar state or local list. You understand that you are not required to consent to automated calls/texts as a condition of purchasing any goods or services from the Company, and you may revoke your consent at any time by following the directions set forth in the Privacy Policy. Message and data rates may apply.