



MORTGAGE LEADS ORDER FORM

2033 W. McDermott Dr. 320-201

Allen, TX 75013-4675

Office: 1-888-997-7778 · Fax: 888-400-0799

Please fax the completed form to 888-400-0799

Agent's Name: _____ Agent's Email: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax#: _____

Desired State for leads: _____ Desired Cities: _____

Date of Appointments to start: ____/____/____

of Leads requested: 15 20 (other) _____

Desired days to work: Mon. Tue Wed Thurs Fri Sat

of Appointments requested per day: _____

Appointment Start time: ____:____ AM PM (**circle**)

Time in between Appointments: 1 hour 1 ½ hours 2 hours 3 hours

COMMENTS: _____

MORTGAGE LEADS - TERMS

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Thank you for requesting preset appointments and phone leads. Senior Marketing (SM) starts every new Agent/Broker relationship with an agreement. This Agreement spells out what you can expect from us, and what we expect from you.

There are some important points we would like to address regarding our services. You must Read and Agree to the SM terms and conditions including any future amendments (collectively, the “Agreement”) prior to placing your order request:

All orders are subject to the following Terms and Conditions:

Senior Marketing **GUARANTEES**: *In case SM receives a report of a “nonscheduled lead” SM guarantees to provide the client with the telephone conversation recording; otherwise the “deficient” Lead will be replaced with no questions asked.*

REPLACEMENT POLICY

You understand and agree Senior Marketing will not replace the following appointments:

- The Agent calls the appointment ahead in which can result in lead changing their mind.
- Leads that miss the appointment or is not at home at the scheduled time (for reverse mortgage).
- Leads changed their mind at the door (for reverse mortgage).
- If a “bad lead” with a detailed description has been forwarded to SM Quality Control for review **after** 24 hours of the agent’s/broker’s scheduled lead.

Replacement Leads will not be given in the event the subject of the Lead: changes their mind at the time of call ahead or ‘at the door’; misses the appointment or are not home at the appointed time. All Leads are based on a recorded telephone conversation where the information SM receives are verified for accuracy. SM believes that it has compiled and developed high value information and appointment setting service, however, the Leads are provided on an “as is” basis. Customer agrees and acknowledges that SM shall not be liable for any loss or injury caused in whole or in part by contingencies beyond its control. SM will not refund any amounts paid for the Leads. In the event a Lead is flawed because the person does not live at the address given or the appointment has not been set, a replacement Lead will be provided to the Buyer, provided, however, that Buyer must provide written notice of the flaw to SM within twenty four (24) hours of the appointment and SM must concur that such Lead was flawed. SM uses a third party verification service to investigate any such flawed Leads.

A false claim of a flawed Lead will be deemed an event of default under this Agreement. SM obtains their leads through a private vendor generation service. SM is not required to provide vendor generation information to the Agent. Each month our leads are scrubbed against the FTC and State Attorney General Do Not Call lists. At the time of purchase, all consumer leads with phone numbers are privacy-compliant. Over time, people may add themselves to the Do Not Call list and it is ultimately the responsibility of the client to remove these names before calling.

Federal Regulations and Compliance for Loan Officers and Mortgage Brokers:

Every Loan Officer/Mortgage Broker involved in the solicitation, selling, or negotiation of Mortgage related products and services must have a State issued license and must maintain compliance within their state of business through all applied federal regulations. Each Loan Officer and/or Mortgage Broker must be in compliance with: Equal Credit Opportunity Act; Annuity Disclosures for Reverse Mortgages; Notice Regarding Your Right to an Appraisal Report; (RESPA) Disclosures; Good Faith Estimate; Addendum to Good Faith Estimate; Mortgage Servicing Transfer Disclosure; Truth-in-Lending; and Notice of Right to Cancel. Loan Officer's and/or Mortgage Brokers must obtain all proper licensing within the States where they plan to work. Separate licenses are required for agents to sell certain Mortgage products. SM is an independent marketing firm and is not contracted with any bank or financial institution SM does not require the Loan Officer and/or Mortgage Broker to provide their license (s) information to purchase preset appointments. Loan Officer and/or Mortgage Broker are responsible to obtain prior permission/approval (if required) from their banking financial institution and/or carrier/agency (s). SM is not responsible nor will refund any amount of services rendered if the Loan Officer and/or Mortgage Broker does not follow their banking financial institution and/or carrier/agency guidelines and requirements.

Once a schedule is approved by the agent and is in progress for scheduling of appointments, SM cannot suspend the order, place the schedule on hold OR cancel the order.

SM targets to fulfill each agent's requested amount of appointments per day; however if the appointments do not pass SM's quality control review, this could result in the agent being shorted appointments for the following day. Any appointments that are shorted will be applied to the end of the agents schedule in order to fulfill the agent's order. The agent would have to provide their account manager a schedule within a 48 hour prior to their last scheduled date of additional dates for SM to schedule the shorted appointments, per the agent's availability.

For any leads that are sent after the agent's scheduled appointment time, SM will automatically replace those appointments; however, the agent must notify their account manager in order to qualify that appointment to be added by SM to their schedule.

For any changes the agent may have to their existing schedules, they must provide SM with notice of at least three (3) business days for the changes to come into effect. If there are appointments already scheduled for the agent, the agent must still honor the appointments set for them prior to the changes taking effect.

DOUBLE CHECK YOUR ORDER

Sometimes faxed orders are not clear. It is imperative to double check your schedule attached prior to making a payment. Please verify if the following is correct:

- 1. Type of Appointments**
- 2. Schedule**
- 3. Territory (city or county)**
- 4. Special Request**
- 5. Contact information (including your email address)**

If there are any errors, please send an email immediately to the Order Processing Manager. Once we have verified your desired schedule for the week and you have made a payment you cannot change or stop your confirmed order schedule until it's fulfilled or until your reorder is placed. SM *will accept all types of payments for repeating clients*. SM must receive payment for any purchased Leads prior to the distribution of the same to the Buyer. Payment shall be in a form acceptable to SM; the existing forms of payment that are acceptable are: check, money order, carrier check or cashier's check. All forms of payments must be received no later than Wednesday to start orders for the following week. Personal check payments may delay processing for 5-7 days.

Arbitration Clause: Any dispute between SM and the Buyer, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration to take place in Collin County, Texas. The parties agree that the dispute shall be submitted to binding arbitration under the rules issued by the American Arbitration Association. The decision of the arbitrator shall be final. Allocation of Fees and Costs: A Judgment on the Award may be entered in any court having jurisdiction. If an "Award" is awarded to either party the Arbitrator may allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Arbitration conducted hereunder shall take place in Collin County, Texas.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY LEGAL ACTION.

In that Client initiates litigation, rather than abiding by the binding arbitration called for in this Agreement, Client shall pay any and all attorney's fees and costs associated with the litigation.

Senior Marketing offers services that are subject to the terms and conditions set forth herein requiring full compliance on the part of the Agent. If you are in non-agreement to any terms and conditions disclosed in this agreement, discontinue using this site for info or placing an order. By your acceptance of proceeding with placing an order and usage of this service for any purpose including order purchases is regarded as your agreement to the terms and conditions stated above and are legally binding between us.

By signing below, you are acknowledging you have read and you are in agreement to Senior Marketing's Terms and Conditions.

Agent Signature: _____ **Date:** _____

Please Print Agents Full Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Home #: _____ **Cell #:** _____

(Please fax all pages with your order form)