



**SMARTLEADSUSA, LLC**  
**DIRECT MAIL MARKETING SUBSCRIPTION**  
 3535 Alternate 19, Palm Harbor, FL 34683  
 Toll Free: 1-888-795-6245 X12 FAX: (727) 726-7347

**ONCE COMPLETED, PLEASE FAX THIS FORM TO 727-726-7347. YOU WILL BE CALLED UPON RECEIPT**

**Dealer Information**

Business Name: \_\_\_\_\_  
 Your Business Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Business Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Your Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Neighborhood Marketing Set Up Information ~ [www.smartleadsusa.net](http://www.smartleadsusa.net)**

User Name: \_\_\_\_\_ *(User Name must begin with a letter and must be 6-50 characters in length. It may contain letters and numbers.)*  
 Password: \_\_\_\_\_ *(Password must begin with a letter and must be 6-32 characters. Password must contain at least one number).*

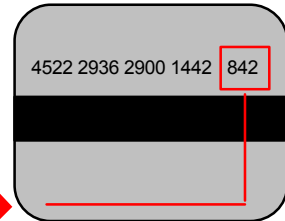
**Billing Information**

Please bill all fees to:

I will supply my credit card information over the phone. Please call me!

or  
       

Back of Credit Card other than AMEX



Credit Card Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_ Card Verification Number: \_\_\_\_\_  
 Name As It Appears On The Card: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Initial Set-up, Customization and Termination**

Each dealer will have access to all templates. Standard fields included on the templates are business name, address, phone number. There is a one time set up fee due of \$150.00. Full creative build or customization of a new template - \$200.00.

Dealer will be charged for each postcard mailed from Radius Marketing System at a rate of \$0.89 each. This includes a jumbo 6x11 full color postcard, printing, standard class postage, and mailing services. In addition, there is a monthly membership fee of \$9.95 per month. Minimum contract term is 12 months. Customer will enter jobsite addresses using their login and password at the URL link provided upon acceptance of your agreement. SmartleadsUSA will mail a minimum of 50 closest available homeowners a personalized postcard. Customer authorizes SmartleadsUSA, LLC to automatically bill the above charge card periodically as fees are due. **YOU WILL BE CHARGED IMMEDIATELY FOR THE DESIGN FEE AND FIRST MONTH MEMBERSHIP FEE. MEMBERSHIP IS CHARGED AND ACTIVE DURING THE CREATIVE/SET UP PROCESS.**

## **TERMS OF CONTRACT**

**All contracts are for a minimum of 1 (one) year.** After initial year, contract will automatically be renewed on a month to month basis and continue until cancelled with 30 days written notice from customer. Cancellations must be submitted in writing via certified mail to SmartLeadsUSA, LLC, 3535 Alternate 19, Suite A, Palm Harbor, FL 34683.

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3. **User Information:** As part of your use of the Site, you may provide certain information to SmartleadsUSA,LLC or other users of the Site. Except for applicable credit card and related information, any information or material you transmit to the Site or otherwise provide to SmartleadsUSA,LLC is considered non-confidential and non-proprietary and SmartleadsUSA,LLC has no obligations of confidentiality with respect to the same. You acknowledge and agree that you are solely responsible for the accuracy and content of all information provided by you.  
Any previous customer lists or other lists that are uploaded to SmartleadsUSA will not be sold or used for any other purpose than in preparing your mailing. Before uploading any list to us, you should be sure that it is available for your usage as we accept no responsibility for the integrity of the data you provide. Any mistakes that you make in uploading the appropriate fields are solely your responsibility.

4. **Billing:** When you place an order or enroll for services that require payment, the credit card listed on the front of this agreement will be charged accordingly. Financial transactions will be recorded in your online account. Your Login ID and Password provides you with access to your account and your confidential information. You are entirely responsible for maintaining the confidentiality of your Login ID, Password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. SmartleadsUSA,LLC will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by SmartleadsUSA,LLC or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder. Orders are billed according to arrangements determined by your enrollment and/or company mailing program. Your credit card will be billed for any charges that are your responsibility. SmartleadsUSA,LLC makes every effort to ensure accurate pricing, but pricing errors may occur. By submitting an enrollment or order you agree to pay the price in effect for the applicable Service you are ordering. For pricing questions please contact us within 60 days of the applicable enrollment or order placement. Please review your order information carefully before placing your order. Once placed, orders cannot be changed or cancelled.

5. **Data:** Customer may access previous mailing lists from the site for purposes of measuring responses only. All data has been rented on customer's behalf for one-time usage and may not be re-mailed without contacting SmartleadsUSA, LLC and paying additional usage fees. Records may be seeded to detect unauthorized usage.

Customer agrees to hold SmartLeadsUSA, LLC harmless from any loss incurred as a result of this program. SmartLeadsUSA, LLC shall not be liable for any consequential damages or loss of potential business and total liability shall not be greater than the amount paid to SmartLeadsUSA, LLC for the Neighborhood marketing programs. Customer's acceptance on the final proof indicates they have received all appropriate permission to use any an all graphics and logos in their mail piece and indemnify SmartleadsUSA, LLC from any liability including that related to copyright, trademark, privacy, etc.. SmartleadsUSA, LLC and Customer agree that F.C. Franchising Systems, Inc. is not a party to the contract.

**By signing this contract, I authorize SmartleadsUSA, LLC to charge my credit card for all orders placed online using my Username and password. I understand that these charges will appear on my credit card and are non-refundable and non-cancelable. I understand that the amount charged will be based on the number input as a maximum quantity. In the event fewer names are available as a result of the selected criteria, I understand that I will be billed for a lesser amount than ordered.**

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SmartLeadsUSA, LLC:**

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**CUSTOMER SIGNATURE:**

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title