

TERMS AND CONDITIONS PERTAINING TO:

Lead Prospective Leads and Internet Advertising Services

THESE ARE THE TERMS AND CONDITIONS ("Agreement") APPLICABLE TO THE PURCHASE AND SALE OF TREE SERVICE LEADS AND RELATED SERVICES AMONG YOU ("Customer", "you" or "your") AND .COM ("EasyTreequote.com", "us" "we" or "our") YOU AGREE TO PAY THE MINIMUM LEAD FEE UPON ENTERING YOUR PAYMENT INFORMATION IN THE EASYTREEQUOTE.COM PURCHASE SYSTEM (the "Effective Date") AND THE MONTHLY FEES FOR THE SERVICES PURCHASED. THE FEES PAID TO EASYTREEQUOTE.COM ARE NON-REFUNDABLE. ENTERING YOUR PAYMENT INFORMATION IN THE EASYTREEQUOTE.COM PURCHASE SYSTEM SHALL BE DEEMED TO INDICATE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

IN ADDITION, YOU MAY ELECT TO PURCHASE ADDITIONAL SERVICES FROM EASYTREEQUOTE.COM, OR THEIR PARTNERS AND/OR OTHER THIRD PARTIES, WHICH HAVE THEIR OWN TERMS AND CONDITIONS AGREEMENTS AND ACCEPTABLE USE AGREEMENTS, ASIDE FROM THIS AGREEMENT. THOSE AGREEMENTS SHOULD BE PRESENTED TO YOU AT THE TIME OF PURCHASE AND/OR ACCOUNT LOGIN, AND IT IS YOUR OBLIGATION TO REVIEW, ACCEPT AND ABIDE BY THOSE AGREEMENTS AS WELL AS THIS AGREEMENT. TERMS AND CONDITIONS FOR ALL OF OUR SERVICES CAN BE FOUND ON:
www.EasyTreequote.com/terms_and_conditions.php.

EasyTreequote.com reserves the right to change or modify any of the terms and conditions contained in this Agreement at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to existing or future customers. EasyTreequote.com may make changes or modifications to referenced policies and guidelines without notice to you. Your continued use of the Services following EasyTreequote.com's posting of any changes or modifications will constitute your acceptance of such changes or modifications.

The Services are provided on an "as is" and "as available" basis. EasyTreequote.com's entire liability and Customer's exclusive remedy against EasyTreequote.com for any failure of service under this Agreement, or the performance or nonperformance of any obligation under this Agreement, shall be limited to a refund of amounts paid to EasyTreequote.com during the period of time that the Service contracted for were interrupted or not provided properly or continuously. The entire liability of EasyTreequote.com and Customer's exclusive remedy against EasyTreequote.com for errors in the Website (other than those errors caused by Customer) shall be the correction of such errors upon notice from Customer. EXCEPT AS EXPRESSLY STATED HEREIN, CUSTOMER'S USE OF THE SERVICE IS AT ITS OWN RISK AND EASYTREEQUOTE.COM DISCLAIMS ANY AND ALL WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EASYTREEQUOTE.COM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. EasyTreequote.com disclaims and shall not be liable for any other loss, injury, cost or damage suffered by Customer or any third party and shall in no event be liable for consequential, special, or indirect or incidental damages,

including without limitation, damages for loss of business profits, business interruption, or loss of data, arising out of or in any way connected with the use of the Website and any information available on it, and the delay or inability to use the site or any information, even if EasyTreequote.com has been advised of the possibility of such damages. These limitations and exclusions regarding damages apply even if any remedy fails. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Except as expressly stated herein, EasyTreequote.com disclaims any and all warranties to Customer, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose.

EasyTreequote.com will not be liable to any third parties for any direct, incidental, or consequential losses or damages suffered by such third parties for any reason, whether foreseeable or not, including, without limitation, damages for loss of profits, loss of income or earnings, loss of business opportunities, injury, or other loss or damage resulting directly or indirectly out of or in connection with the Service, or through use of the Website. The foregoing shall apply despite any negligence, misconduct, errors, or omissions by EasyTreequote.com, including without limitation its employees, representatives, agents, or technical operations.

This Agreement does not create any agency, employment, partnership, joint venture, franchise, or other similar or special relationship between you and EasyTreequote.com. Neither party will have the right or authority to assume or create any obligations or to make any representations, warranties or commitments on behalf of the other party or its affiliates, whether express or implied, or to bind the other party or its affiliates in any respect whatsoever.

Customer shall be responsible for the following:

- a. Contacting EasyTreequote.com with notice of Customer's decision to cancel or discontinue the Service 25 days before next billing.
- b. Obtaining Internet connectivity to access the Website, to send and receive e-mail, and to otherwise access and utilize the Internet.
- c. To the extent Customer gathers any personal information about visitors to the Website, Customer will not share that personal information with any third party without first obtaining such visitor's consent.
- d. Providing current and updated contact information (including e-mail address and fax number) for EasyTreequote.com's use in contacting Customer concerning the our Website usage.

Customer represents to EasyTreequote.com that Customer is at least eighteen years old and is responsible for supervising the activities of any under-age user.

maintaining and paying for all electronic connections required to receive our services.

Customer will use the Service in a manner which does not interfere with or disrupt other network users, services, or equipment, and EasyTreequote.com reserves the right to terminate or suspend Service without notice if such interference is determined by EasyTreequote.com to exist. Such interference or disruption includes, but is not limited to:

- a. wide-scale distribution of messages, including bulk e-mail or unsolicited spam e-mail, or wide-scale distribution of messages to inappropriate mailing lists, newsgroups, or other public or private forums,
- b. propagation of computer worms or viruses, and
- c. use of the network to make unauthorized entry to other computational, information, or communications devices or resources includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

EasyTreequote.com may provide you with the following services (the "Service"). EasyTreequote.com will build a website or ad space with information provided by you (the "Website" or "Web Ad"). EasyTreequote.com shall develop and host the Website on a network server accessible by the Internet via an assigned Universal Resource Locator ("URL") sub-domain.

When supplied, EasyTreequote.com will place your company logo or company name in the designated area. EasyTreequote.com will pages of "get started" copy or customer provided copy in the designated areas of the design along with a request for quote page.

You hereby grant to EasyTreequote.com and its subcontractors the necessary rights and licenses with respect to such Website to carry out obligations under this Agreement and to make a reasonable number of archival or back-up copies as deemed necessary by EasyTreequote.com.

Customer shall pay EasyTreequote.com for the Service provided. If Customer requires additional services, additional fees may apply based on posted rates. All rates are stated net of all applicable federal, state, and local taxes. On any amounts not paid when due, Customer agrees to pay interest at the highest rate allowed by law. In addition, Customer agrees to pay all costs of collection, including costs of litigation and reasonable attorneys' fees. Customer agrees to execute financing statements and other instruments at EasyTreequote.com's request. Services may be disabled for the following reasons: (1) late payment, (2) payment with insufficient funds, (3) denied or invalid credit card number. Payment is late after one (1) week of nonpayment. EasyTreequote.com may change any fee, rate, or plan upon thirty (30) days' notice.

EasyTreequote.com reserves the right to suspend or terminate Service with or without notice to Customer if EasyTreequote.com determines, in its sole discretion, that Customer has failed to comply with its obligations as set forth in this Agreement.

Customer understands that any fees and annual or monthly charges are nonrefundable.

This Agreement is effective as of the Effective Date and shall continue until terminated by you,(Customer)

Customer shall be responsible for the following when using our Web Site and Web ad Services:

- a. providing EasyTreequote.com with all relevant information and custom images (including, but not limited to, design, pamphlets, brochures, logos, and other images) in connection with development of the Website.
- b. Contacting EasyTreequote.com for all changes, modifications, and enhancements to the Website and/or Service starting from the Effective Date.
- c. Ensuring that the Website content provided by Customer does not infringe or violate the Intellectual Property rights (including, but not limited to, trademarks, trade names, copyrights, patents, and trade secrets) or any other right of any third party (including, but not limited to, rights of privacy and contractual rights), and acquiring any authorization(s) necessary to use intellectual property or other proprietary information of third parties.
- d. Ensuring the accuracy of materials provided to EasyTreequote.com, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer.

EasyTreequote.com reserves the right to deny, terminate, or suspend Service without notice if, in EasyTreequote.com's sole discretion, the Service is used by Customer in a manner that violates or may violate the following standards, and EasyTreequote.com reserves the right to reject, alter, modify, or remove the Website, Website domain name, URL address, or any Website content (including, but not limited to, any language, words, text, photographs, designs, drawings, graphics, images, symbols, or logos) which EasyTreequote.com in its sole discretion deems to be:

- a. An infringement on or a mechanism designed to facilitate the infringement of a propriety interest of any third party, including without limitation, any copyright or trademark.
- b. In violation of any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders.
- c. Offensive, including without limitation, bigotry, racism, discrimination, hatred, or profanity; is disparaging, defamatory, libelous, or results in an invasion of privacy; promotes or provides instructional information about illegal activities or physical harm or injury to any group, individual, institution or property; or infringes on a proprietary interest of any third party, including without limitation, any copyright, trademark, trade secret or patent right; or may violate any federal, state, county, and municipal laws, regulations, governmental agency orders, and court orders; or
- f. Pornographic or obscene. EasyTreequote.com neither sanctions nor permits hosted site content or the transmission of data that contains illegal or obscene material or fosters or promotes illegal activity. EasyTreequote.com reserves the right to immediately suspend or terminate any site or transmission

that violates this policy, without prior notice. In the event of such termination, Customer agrees that the unused portion of any fees Customer may have paid for any Service rendered to Customer by EasyTreequote.com are an appropriate recompense to EasyTreequote.com for the time required to respond to and address issues created by Customer's illegal or obscene site/content, and Customer agrees not to seek recovery of those fees. Further, should Customer violate this policy, EasyTreequote.com will actively assist and cooperate with law enforcement agencies and government authorities in collecting and tendering information about Customer, the Website, the illegal or obscene content, and those persons that may have inappropriately accessed, acquired, or used the illegal or obscene content.

g. Violent or encouraging violence.

h. Disparaging, defamatory, libelous, or resulting in an invasion of privacy.

i. Promotion or providing of instructional information about illegal activities or physical harm or injury to any group, individual, institution or property, or encouraging illegal or criminal conduct.

j. Promotion or facilitation of, or engaging in, consumer deception or fraud, drug use, drug dealing, pyramid schemes, gambling, or any other illegal activities.

k. Intentional holding of EasyTreequote.com (including its affiliates) or their employees or shareholders up to public scorn, ridicule, or defamation.

Customer assumes sole responsibility for:

a. acquiring any authorization(s) necessary to use intellectual property (including, but not limited to, copyrights and trademarks) or information of third parties;

b. acquiring any authorization(s) necessary for hypertext links to third party websites;

c. the accuracy of materials provided to EasyTreequote.com, including, without limitation, website content, descriptive claims, warranties, guarantees, nature of business, and contact information for the Customer; and

d. ensuring that the Website content provided by Customer does not infringe or violate the intellectual property rights or any other right of any third party. EasyTreequote.com shall have no liability and shall be held harmless for any content provided by Customer that infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses. EasyTreequote.com disclaims any responsibility for any content, goods, and services available through the Website, or the quality or accuracy of any information in the Website. EasyTreequote.com will not endorse, warrant, or guarantee any product or service offered through the Website, and will not be a party to or in any way monitor any transaction between Customer and third-party purchasers of products or services resulting from the Service or use of the Website, including, without limitation, all sales of goods or services, credit card transactions, banking or securities transactions, or any business, service, or merchandise agreements.

EASYTREEQUOTE.COM DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES TO THIRD PARTY USERS OF THE WEBSITE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

As between Customer and EasyTreequote.com, all materials, images, photos, information, and other content provided by Customer to EasyTreequote.com for inclusion to the website shall remain the sole and exclusive property of Customer. With the exception of Customer's ownership interest as identified in the previous sentence, ownership interest to the Website, including, but not limited to, the URL address, HTML coding, scripting, copyrights, domain name(s), and all other intellectual property rights, shall remain exclusively with EasyTreequote.com. Upon termination of the Service, should Customer desire to obtain the proprietary, copyright, or ownership rights to the Website, Customer must obtain express, written permission from EasyTreequote.com, and Customer shall compensate EasyTreequote.com a royalty fee, if within the first 60 months, an early termination fee of the remainder of the time from start of service till 60 months, as compensation for assignment of the proprietary rights to the website. Such ownership or proprietary rights assignment shall be limited to the actual the URL address (unless leased from third party), Website and its underlying HTML script or coding as developed for Customer by EasyTreequote.com, but shall not include any rights to EasyTreequote.com's software, trade secrets, methodologies, processes, proprietary functions, know-how, and all intellectual property including, but not limited to, all copyrights, trademarks, patents, and trade secrets related to EasyTreequote.com's products or services, which shall remain the sole and exclusive property of EasyTreequote.com and its suppliers, affiliates, partners, and licensors.

Customer agrees to defend, indemnify, and hold harmless EasyTreequote.com and each of EasyTreequote.com's officers, directors, employees, agents, and affiliates from, against, and in respect of: (i) any and all losses, damages or deficiencies resulting from any third party claim against EasyTreequote.com in connection with the Website (including, but not limited to, website content) or the URL and (ii) all costs and expenses incident to any and all actions, suits, proceedings, claims, demands, assessments, or judgments in respect thereof regardless of the merit thereof, including EasyTreequote.com's reasonable legal fees and expenses (whether incident to the foregoing or to EasyTreequote.com's enforcement of said rights or defense and indemnity).

Customer agrees to defend, indemnify, and hold harmless EasyTreequote.com and each of EasyTreequote.com's subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees of any of the foregoing, from, against and in respect of any and all losses, costs (including reasonable attorney's fees), expenses, damages, assessments, or judgments (collectively, "Liabilities"), resulting from any claim against any of such parties in connection with Customer's website except to the extent that such claims directly resulted from the gross negligence or willful misconduct of the indemnified party.

Any failure by EasyTreequote.com to enforce any of its rights under this Agreement or any applicable laws shall not constitute a waiver of such right. If any provision of this Agreement is found by a court of

competent jurisdiction to be invalid, Customer, EasyTreequote.com, and the court shall endeavor to give effect to the intent reflected in that provision, and the remaining provisions shall retain their full force and effect.

This Agreement shall be governed by the laws of the State of Pennsylvania, without giving effect to principles of conflict of laws contained herein. Customer agrees that any judicial proceeding for the breach of or enforcement at law or equity of this Agreement or any provision hereof shall be instituted only in a federal or state court of competent jurisdiction in the city of Philadelphia and the State of Pennsylvania, and Customer consents to the jurisdiction of such court, and waives the right to challenge the jurisdiction of such court on grounds of lack of personal jurisdiction or to seek a change of venue. This Agreement constitutes the entire agreement of the parties relative to its subject matter, and shall not be waived, modified, or supplemented in whole or in part except in a writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Your rights and obligations under this Agreement shall not be transferred or assigned directly or indirectly without the prior written consent of EasyTreequote.com.