

ZIV MEDIA GROUP, LLC

MASTER TERMS & CONDITIONS

Lead Generation, Data, Call, and Marketing Services

Effective Date: [EFFECTIVE DATE]

These Master Terms & Conditions (the “Master Terms”) are made by Ziv Media Group, LLC, a Nevada limited liability company (“Ziv”), and the person or entity that signs, accepts, or is otherwise bound by them under Article 3 (“Customer”). Ziv and Customer are each a “party” and together the “parties.” These Master Terms, each Order, and each document expressly incorporated by an Order or by these Master Terms (including any DPA) form a single agreement (the “Agreement”).

PLEASE READ CAREFULLY. THE AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE, A CLASS-ACTION AND JURY-TRIAL WAIVER, A LIMITATION OF LIABILITY, A BROAD CUSTOMER INDEMNITY, AND RESTRICTIONS ON THE USE AND RESALE OF DATA (SEE ARTICLES 13, 17, 21, 22, AND 28).

ARTICLE 1. AGREEMENT STRUCTURE; ORDERS; ORDER OF PRECEDENCE

1.1 Master Terms; Business Customers Only. These Master Terms govern every Order between the parties. Ziv contracts only with businesses. Customer represents that it is entering into the Agreement for commercial purposes and not as a consumer.

1.2 Orders. Commercial terms are set in one or more Orders. An Order is binding on Ziv only when Ziv signs or confirms it in writing (including through a portal or by email), or begins performance. Ziv may decline or cancel any Order, in whole or in part, before delivery in its discretion, including for credit, compliance, capacity, or Source reasons. Each Order is a separate contract incorporating these Master Terms. Unless an Order expressly guarantees volume, Ziv has no obligation to deliver any minimum volume.

1.3 Order of Precedence. If documents conflict, the following order controls: (a) a written amendment signed by an Authorized Officer of Ziv; (b) a DPA or other addendum required by Applicable Law; (c) the Order; (d) these Master Terms; and (e) any other incorporated document. An Order controls over these Master Terms only as to commercial items (such as pricing, volume, Lead specifications, geography, Acceptance Period, Rejection Reasons, exclusivity, and term). No Order modifies Articles 9, 11 through 17, 20 through 22, 28, or 29 unless the Order cites the specific Section being modified and is signed by an Authorized Officer of Ziv.

1.4 Authority of Ziv Personnel; No Oral Modification. Only an Authorized Officer may amend these Master Terms or waive any of their provisions. Statements by sales, account-management, or support personnel, whether oral, by email, or by messaging platform, do not modify the Agreement or create warranties or guarantees.

1.5 Customer Documents Rejected. Ziv rejects and the Agreement supersedes any terms in a Customer purchase order, vendor-onboarding form, portal terms, or similar document, whether or not Ziv signs or processes it, unless an Authorized Officer of Ziv expressly accepts those specific terms in a signed writing.

1.6 Onboarding; Credit and Compliance Approval. Before and during any Order, Customer shall provide on request accurate information about its legal identity, beneficial owners, licenses, websites,

products, call centers, vendors, compliance practices, financial condition, and intended use of Products. Ziv may verify that information, conduct credit and background checks, and decline or condition any Order based on the results. Customer shall promptly update the information when it changes.

ARTICLE 2. DEFINITIONS

Capitalized terms have the meanings below or where first defined in the Agreement.

“Acceptance Period” has the meaning in Section 6.1.

“Accepted Lead” means a Lead that is accepted or deemed accepted under Article 6.

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting interests or the power to direct management.

“Applicable Law” means all federal, state, local, and foreign statutes, regulations, rules, ordinances, orders, binding regulatory guidance, and mandatory industry requirements (including carrier and card-network rules) that apply to a party or its activities, each as amended.

“Authorized Officer” means a member, manager, or officer of Ziv with authority to bind Ziv.

“Billable Call” has the meaning in Section 6.9.

“Business Day” means any day other than a Saturday, Sunday, or U.S. federal holiday.

“Campaign” means a marketing, lead-generation, advertising, data, call, transfer, appointment, or related program described in an Order.

“Consent Record” means the record maintained by or for Ziv or a Source reflecting a Consumer’s submission or call, which may include a timestamp, IP address, URL or source identifier, the consent or disclosure language displayed, a third-party certificate (such as a TrustedForm or Jornaya certificate), a call recording, or a verification record.

“Consumer” means an individual whose Personal Information is collected, processed, transmitted, or otherwise involved in a Lead, Call, or Campaign.

“Country of Concern and Covered Person” have the meanings given in the U.S. Department of Justice rule at 28 C.F.R. Part 202, as amended.

“Customer Data” means information that Customer supplies to Ziv to perform the Services, including Customer Materials, business information, and suppression or customer lists.

“Customer Materials” means scripts, creative, advertising copy, claims, disclosures, qualification criteria, trademarks, logos, instructions, and other content supplied or approved by or for Customer.

“Customer Parties” means Customer, its Affiliates, and their respective owners, officers, employees, agents, contractors, vendors, call centers, dialer and messaging providers, sub-affiliates, and any person to whom Customer provides, sells, or transfers a Product or the right to contact a Consumer, whether or not authorized.

“Data” means information supplied, licensed, generated, compiled, processed, transmitted, or made available by or for Ziv in connection with the Products or Services, including Leads, lists, records, and Derived Data, but excluding Customer Data.

“Derived Data” means data, insights, scores, models, metrics, analytics, and compilations derived from or about the Products, Services, Campaigns, traffic, performance, or Consumer behavior, including Outcome Data, and any aggregated or de-identified data derived from Customer Data.

“DNC Laws” means laws and rules governing do-not-call, do-not-text, and telemarketing opt-out requirements, including the National Do Not Call Registry rules and state do-not-call laws.

“DPA” means a data processing or data protection addendum required by Applicable Law and signed by the parties.

“Exclusive Lead and Shared Lead” mean, respectively, a Lead that Ziv agrees in an Order to sell to only one buyer in the stated vertical during the Exclusivity Period, and a Lead that Ziv may sell to more than one buyer.

“Lead” means a prospect, inquiry, Consumer record, business record, call, Live Transfer, appointment, application, or other prospect information delivered under an Order.

“Live Transfer” means a telephone connection of a prospect or caller to Customer or Customer’s designated recipient under the applicable Campaign requirements.

“Order” means an order confirmation, insertion order (“IO”), statement of work (“SOW”), campaign specification, online order, or other transaction document accepted by Ziv under Section 1.2.

“Outcome Data” means disposition, contact, conversion, sale, return, and quality information relating to Leads and Campaigns.

“Permitted Purpose” means Customer’s own direct use of an Accepted Lead to contact the Consumer, in compliance with Applicable Law, about the Customer product or service identified in the Order.

“Personal Information” means information that identifies, relates to, or is reasonably capable of being associated with an individual or household, and any information defined as personal information, personal data, or similar term under Privacy Laws.

“Privacy Laws” means Applicable Law governing privacy, data protection, data brokers, data security, and consumer data, including the California Consumer Privacy Act as amended (“CCPA”), state comprehensive privacy laws, and Nevada Revised Statutes (“NRS”) Chapter 603A.

“Products” means Leads, Data, records, lists, calls, transfers, appointments, software access, technology, reports, and other products identified in an Order.

“Security Incident” means the unauthorized access to, or acquisition, use, disclosure, loss, or alteration of, Personal Information in a party’s possession or control.

“Services” means marketing, lead-generation, campaign-management, media-buying, technology, data, advertising, consulting, call, transfer, tracking, and related services provided by Ziv.

“Source” means any publisher, affiliate, network, call center, data provider, vendor, traffic source, website, or other person or channel from or through which Ziv obtains, generates, or delivers Products.

“Telemarketing Laws” means the Telephone Consumer Protection Act, 47 U.S.C. § 227, and 47 C.F.R. § 64.1200 (“TCPA”); the FTC Telemarketing Sales Rule, 16 C.F.R. Part 310 (“TSR”); DNC Laws; state telemarketing, registration, bonding, calling-hour, frequency, and call-recording laws

(including state laws modeled on the TCPA); caller-identification and call-authentication rules; and all similar Applicable Law.

“Third-Party Services” means technology, software, telecommunications, hosting, advertising, data, verification, payment, CRM, analytics, tracking, or other services supplied by third parties.

“Ziv Materials” means all Data, Derived Data, databases, compilations, Sources and the identities of Sources, vendor relationships, pricing, software, platforms, APIs, tracking systems, algorithms, methodologies, processes, workflows, templates, documentation, analytics, business intelligence, campaign architecture, and trade secrets of Ziv, and all improvements to them.

“Ziv Parties” means Ziv, its Affiliates, and their respective members, managers, officers, employees, contractors, agents, successors, and assigns.

ARTICLE 3. ELECTRONIC ACCEPTANCE AND RECORDS

3.1 Methods of Acceptance. Customer is bound by the Agreement upon the earliest of: (a) signing an Order or these Master Terms; (b) clicking “accept,” “agree,” or a similar button; (c) submitting or transmitting an Order by email, portal, or API; (d) creating an account or being issued credentials for a Ziv platform; (e) receiving Products; (f) paying any invoice; or (g) otherwise commencing performance or using the Products.

3.2 E-SIGN and UETA. The parties intend that electronic signatures, click acceptance, typed names, and electronic records have the same legal effect as handwritten signatures and paper records, consistent with the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq., and the Nevada Uniform Electronic Transactions Act, NRS Chapter 719. Customer waives any defense that the Agreement is unenforceable because it is electronic or not signed on paper.

3.3 API and Portal Transactions. Any Order, change, acceptance, rejection, or other instruction submitted through a Ziv portal, API, webhook, or authorized email address using Customer’s credentials is Customer’s act and binds Customer.

3.4 Authority; Credentials. The individual accepting the Agreement represents and warrants that he or she has authority to bind Customer. Customer is responsible for all activity under its credentials, shall keep credentials confidential, and shall notify Ziv within twenty-four (24) hours of any suspected unauthorized use. Ziv may rely on any instruction received through Customer’s credentials without further inquiry.

3.5 Records as Evidence. Ziv’s electronic records, including server logs, acceptance logs, timestamps, IP addresses, account records, and portal and API records, are admissible and are presumptive evidence of Customer’s acceptance and of the content, timing, and delivery of transactions, absent manifest error. Customer waives any objection to the admissibility of those records based on their electronic form.

3.6 Consent to Electronic Delivery. Customer consents to receive invoices, notices, and other communications electronically at the email addresses and portal accounts it provides. Customer shall keep those contacts current. Customer may request a paper copy of the Agreement, but a request does not affect the validity of its electronic execution.

3.7 Counterparts. The Agreement may be executed in counterparts, including by electronic transmission or electronic-signature platform. Each counterpart is an original, and all together are one instrument.

ARTICLE 4. PRODUCTS AND SERVICES

4.1 Scope. Ziv will provide the Products and Services identified in an accepted Order, and nothing else. Ziv has no obligation to provide services, deliverables, technology, data, support, volume, or functionality not expressly stated in the Order.

4.2 Operational Changes. Ziv may modify its operational methods, Sources, vendors, technologies, traffic sources, routing, consent language, and processes at any time, provided the modification does not eliminate an expressly contracted deliverable. Ziv may adjust Campaign routing and pacing in its discretion.

4.3 Availability. Unless an Order expressly guarantees otherwise, Ziv does not guarantee uninterrupted availability of any platform, API, telecommunications network, Source, website, data source, or Third-Party Service, and may perform maintenance at any time.

4.4 Volume and Estimates. Projected volumes, delivery dates, capacity, quality metrics, and performance estimates are good-faith estimates and are not guaranteed unless an Order expressly states a guaranteed quantity. Traffic and Consumer behavior vary and are outside Ziv's control.

4.5 Digital Marketing and Media Services. Where Ziv provides advertising or media services: (a) Customer is responsible for ad spend, platform fees, and pass-through costs, which Ziv may invoice at cost or as stated in the Order; (b) Customer shall approve or provide all Customer Materials, and Customer's approval, or failure to object within two (2) Business Days after submission, constitutes approval; (c) Ziv does not guarantee that any advertising platform will approve, run, or continue to run any advertisement, account, or campaign; and (d) Customer authorizes Ziv to act on its behalf to the extent necessary to perform the Services.

4.6 Right to Refuse. Ziv may decline to provide, or to continue providing, any Product or Service that Ziv reasonably believes presents legal, regulatory, reputational, Source, or credit risk.

ARTICLE 5. LEAD DELIVERY, PROVENANCE, AND LIMITED REPRESENTATIONS

5.1 Delivery. Ziv may deliver Leads by API, CRM integration, email, secure portal, file transfer, webhook, telephone, Live Transfer, or other agreed method. Delivery occurs when Ziv or its Source transmits the Lead to the designated endpoint, regardless of whether Customer's systems accept, process, or act on it. Customer is responsible for maintaining functioning endpoints, and Leads that Customer's systems fail to receive are deemed delivered and billable unless Ziv elects to re-send them.

5.2 Delivery Records. Ziv's records of delivery, timestamps, routing, source, tracking, call duration, and transmission are conclusive evidence of delivery and of the matters they record, absent manifest error.

5.3 Specifications; Geography; Duplicates. Lead characteristics, geography, vertical, and qualification criteria are determined solely by the Order. If the Order does not define a duplicate window, a Lead is a duplicate only if the same Consumer phone number or email address was delivered to Customer under the same Campaign within the prior thirty (30) days.

5.4 Exclusivity. Exclusivity applies only if an Order expressly designates a Lead as exclusive and is governed by Section 13.4.

5.5 Limited Lead Representations. Ziv represents that, as of delivery of each Lead (other than Data identified in the Order as non-consumer-submitted or aggregated list data): (a) the Consumer information was submitted by or on behalf of the Consumer through a property, call, or process controlled by Ziv or a

Source; (b) a Consent Record exists for the Lead; and (c) Ziv has not knowingly altered the Consumer information to make it false. Where an Order includes a consent specification or Do-Not-Call scrub specification, Section 11.2 applies in addition.

5.6 Exclusions. The representations in Section 5.5 do not apply to the extent a defect, claim, or violation results from: (a) Customer Materials or Customer instructions; (b) any act or omission of a Customer Party after delivery, including any contact method, technology, timing, frequency, or script; (c) Customer's failure to scrub, suppress, or honor opt-outs; (d) data supplied by Customer; (e) Customer's use outside the Permitted Purpose; (f) the passage of time between delivery and Customer's use; or (g) a Consumer's statement to Customer that is inconsistent with the Consent Record.

5.7 Provenance Information. Where available for the Product, Ziv may provide provenance information, such as timestamp, Source, URL, IP address, Campaign, consent language, verification record, tracking identifier, call or transfer record, or third-party certificate. Provenance information is evidence available to the parties and is not a guarantee that any downstream use is lawful. Customer is solely responsible for determining whether provenance information is sufficient for its intended use.

ARTICLE 6. LEAD ACCEPTANCE, REJECTION, AND REMEDIES

6.1 Inspection; Acceptance Period. Customer shall inspect each Lead promptly after delivery. Customer may submit a rejection of any Lead, call, transfer, record, or other Product that is false, invalid, or otherwise unbillable under Section 6.2 only within twenty-four (24) hours after delivery (or, for calls and Live Transfers, after the call ends), unless the Order expressly states a different period (the "Acceptance Period"). Hours run continuously, including weekends and holidays.

6.2 Exclusive Rejection Reasons. Customer may reject a Lead only for a reason listed in the Order or, if the Order is silent, only for one of the following (each a "Rejection Reason"):

- (a) the Lead duplicates a Lead delivered to Customer under the same Campaign within the duplicate window in Section 5.3;
- (b) the phone number was disconnected or not in service when delivered, as shown by a carrier lookup or documented dial attempt made within the Acceptance Period;
- (c) the contact information is demonstrably fictitious (for example, an obviously invalid email address or a number that does not exist);
- (d) the Consumer is outside the geography stated in the Order;
- (e) the Lead fails a specific qualification criterion stated in the Order, as shown by documented evidence such as a call recording or written Consumer statement; or
- (f) the Consumer states on a recorded call, or in writing, that he or she never submitted the information, and Customer provides the recording or writing.

6.3 Non-Rejectable Reasons. Customer may not reject, and no credit or refund is owed for, a Lead based on: inability to reach the Consumer; no answer or voicemail; lack of Consumer interest; price sensitivity; failure to convert or close; credit, underwriting, or eligibility outcome; Customer's capacity or staffing; Customer's technical, endpoint, or system failure; failure to answer a Live Transfer; the Consumer's presence on Customer's internal suppression lists or Customer's existing-customer file; Customer's own compliance or licensing limitations; a Consumer's later change of mind or revocation of consent (which Customer must honor but which is not a Rejection Reason); or Customer's sales performance or return-on-investment.

6.4 Procedure and Evidence. A rejection must be submitted in the form and to the portal or email address Ziv designates, within the Acceptance Period, and must identify the Lead (including its Lead ID, delivery timestamp, and phone number or email address), the Rejection Reason, and supporting evidence. A rejection that is late, incomplete, unsupported, or based on a reason that is not a Rejection Reason is invalid.

6.5 Ziv Determination. Ziv will review a valid rejection within ten (10) Business Days and may request additional information. Ziv's determination is final unless Customer submits one written request for reconsideration with new supporting evidence within five (5) Business Days after Ziv's determination.

6.6 Deemed Acceptance; No Retroactive Rejection. A Lead not validly rejected within the Acceptance Period is deemed accepted, is billable, and cannot later be disputed. Customer waives any claim that a Lead is defective that it did not timely assert, except as provided in Section 22.4.

6.7 Excessive Rejections. If Customer's rejections exceed fifteen percent (15%) of the Leads delivered under a Campaign in a calendar month, or Ziv reasonably suspects abuse of the rejection process, Ziv may review all rejections for that period, deny rejections that lack documentation, adjust pricing, or suspend the Campaign under Article 24.

6.8 Exclusive Remedy. Replacement, credit, or refund of the price paid for the affected Lead, at Ziv's election, is Customer's sole and exclusive remedy for any Lead-quality dispute, any breach of Section 5.5 or Section 11.2, and any other claim that a Lead or Product is defective, non-conforming, or unlawful to contact. Credits expire upon termination of the Agreement and are not redeemable for cash unless the Order so states or Ziv terminates without cause.

6.9 Billable Calls and Live Transfers. Unless the Order states otherwise: (a) a "Billable Call" is a call connected to Customer's designated number that lasts at least two hundred forty (240) seconds of connected time, measured by Ziv's call-tracking platform from connection to Customer's endpoint; (b) Customer shall answer transfers within twenty (20) seconds and maintain adequate staffing and lines, and unanswered, abandoned, or dropped transfers caused by Customer's endpoint remain billable if the Consumer was connected; (c) call duration records in Ziv's call-tracking platform are conclusive absent manifest error; and (d) Ziv and its Sources may record calls, and Customer is solely responsible for its own call-recording notices and consents, including in states that require all-party consent.

ARTICLE 7. FEES AND PAYMENT

7.1 Fees. Customer shall pay the fees stated in each Order, together with all pass-through costs, taxes, and charges described in the Agreement.

7.2 Invoicing and Payment Terms. Unless the Order states otherwise, Ziv may invoice weekly (or more frequently) in arrears and invoices are due within seven (7) days after the invoice date. Ziv may require prepayment, a funded balance, or automatic replenishment for any Customer.

7.3 Credit Limits; Deposits; Security. Ziv may set, reduce, or withdraw a credit limit at any time and may require a deposit, prepayment, letter of credit, personal or corporate guaranty, or other security as a condition of any Order. Ziv may stop delivery when Customer's unpaid balance reaches its credit limit.

7.4 Payment Methods; Authorization. Customer shall pay by ACH, wire, or another method Ziv approves. By providing payment credentials, Customer authorizes Ziv and its processors to charge all amounts due, including recurring charges and replenishments, and represents it is authorized to use them.

Ziv may pass on card-processing costs. Customer shall pay a fee of fifty dollars (\$50) for each returned, rejected, or failed payment, plus Ziv's bank charges.

7.5 Taxes. Fees exclude sales, use, VAT, GST, withholding, and similar taxes and duties, which Customer shall pay, other than taxes on Ziv's net income. If Customer must withhold any tax, Customer shall gross up the payment so that Ziv receives the full amount invoiced.

7.6 Late Payment. Past-due amounts accrue interest from the due date at the lesser of two percent (2%) per month or the maximum rate permitted by law, compounded monthly where permitted, until paid in full.

7.7 Invoice Disputes. Customer must notify Ziv in writing of any good-faith dispute of an invoice, with itemized detail and supporting evidence, within ten (10) Business Days after the invoice date. Disputes not timely made are waived. Customer shall timely pay all undisputed amounts, and a dispute does not delay or excuse payment of undisputed amounts. Lead-quality disputes are governed exclusively by Article 6.

7.8 No Setoff; Ziv Setoff. Customer shall pay all amounts in full without setoff, counterclaim, deduction, or withholding. Ziv may set off any amount Customer owes Ziv or its Affiliates against any amount, credit, or balance Ziv owes Customer under any Order.

7.9 Collections. If Customer fails to pay any amount when due, Ziv may, without limiting any other right or remedy:

- (a) refer the account to a collection agency, attorney, or other collector, and Customer shall pay all costs of collection, including collection-agency fees (including contingency or percentage-based fees), attorneys' fees, arbitration and court costs, expert fees, and the costs of locating Customer, whether or not any proceeding is commenced, to the extent permitted by law;
- (b) declare all amounts owed or committed under all Orders immediately due and payable;
- (c) suspend or terminate Services under Articles 24 and 25;
- (d) set off the amount against any credit, balance, or amount Ziv owes Customer under Section 7.8;
- (e) enforce any deposit, guaranty, or other security;
- (f) report the delinquency under Section 7.13; and
- (g) collect by arbitration or court action under Section 28.7(b), without first complying with Section 28.1.

Interest continues to accrue under Section 7.6 after any judgment or award until paid. Ziv may apply any payment first to collection costs, then to interest, then to principal, in any order Ziv chooses. A payment of less than the full amount due, or any check, memo, or communication marked "paid in full" or similar, is not an accord and satisfaction. Customer waives presentment, demand, protest, and notice of dishonor.

7.10 Price Changes. Ziv may change prices for Orders that do not state a fixed price or term on seven (7) days' notice (which may be given by email or portal). Fixed-price Orders remain at the stated price for the stated term.

7.11 Minimum Commitments. If an Order states a minimum commitment, Customer shall pay for the committed quantity or amount whether or not Customer uses it, and Ziv may invoice any shortfall at the end of the applicable period or upon termination.

7.12 Refunds; Prepaid Balances. Fees are non-refundable except as expressly provided in Article 6 or an Order. Prepaid or funded balances are non-refundable, except that Ziv shall refund the unused portion of a prepaid balance if Ziv terminates for convenience under Section 25.2.

7.13 Credit Checks; Credit Reporting. Customer authorizes Ziv and its agents to obtain business credit reports and other credit and financial information about Customer, its owners, and any guarantor from credit-reporting agencies, banks, and trade references, at onboarding and at any time while any amount is owed or any Order is in effect, including for periodic credit review and collections. Where Customer is an individual or sole proprietor, or where a guaranty is given, Customer and each guarantor authorize Ziv to obtain consumer reports for the purpose of evaluating and collecting the commercial credit extended, and shall sign any further authorization Ziv reasonably requests. Customer also authorizes Ziv to report Customer's payment history and any delinquent, charged-back, or collected amount to business credit-reporting agencies and trade-reference and industry databases, and to share that information with Ziv's Sources, vendors, and payment processors. Ziv may report an individual guarantor's account to consumer reporting agencies only to the extent Applicable Law permits.

ARTICLE 8. CHARGEBACKS AND PAYMENT DISPUTES

8.1 Disputes Must Come to Ziv First. Before initiating any dispute with a bank, card issuer, or processor, Customer shall give Ziv written notice and a ten (10) Business Day opportunity to resolve it under Section 7.7.

8.2 Prohibited Reversals. Customer shall not initiate or cause any chargeback, card dispute, ACH return, stop-payment, or other reversal of a payment for Products delivered or Services performed, or based on a dispute over Lead quality, Lead performance, or Customer's sales results. Those disputes are governed exclusively by Articles 6 and 7. Customer's sole permitted use of a payment dispute is a transaction that Customer did not authorize and that is not covered by the Agreement.

8.3 Ziv Remedies. If Customer breaches Section 8.2 or a chargeback or reversal occurs: (a) Customer shall immediately pay the reversed amount, all processor and bank fees and penalties, and an administrative fee of one hundred dollars (\$100) per reversal, which the parties agree is a reasonable estimate of Ziv's internal costs; (b) Ziv may immediately suspend all Services and Orders; (c) Ziv may re-bill the amount and apply it against any prepaid balance, credit, or amount Ziv owes Customer; and (d) the reversal is a material breach not subject to cure.

8.4 Evidence. Customer authorizes Ziv to submit to any bank, processor, or card network the Agreement, Orders, delivery records, call records, acceptance records, rejection history, communications, and other evidence concerning a disputed transaction, and waives any claim arising from that submission.

8.5 Unauthorized Transactions. Customer is responsible for securing its payment credentials and portal access, and shall report any claimed unauthorized transaction to Ziv within two (2) Business Days after it occurs.

8.6 Continuing Obligations. A payment dispute does not suspend Customer's obligation to pay undisputed amounts or its other obligations under the Agreement.

ARTICLE 9. CUSTOMER OBLIGATIONS

9.1 Compliance with Law. Customer shall, and shall cause every Customer Party to, comply with Applicable Law in connection with the Products, Services, and Customer's business, including

Telemarketing Laws, Privacy Laws, consumer-protection, advertising, licensing, and industry-specific laws.

9.2 Licenses; Lawful Business. Customer represents, warrants, and covenants that it holds and will maintain all licenses, registrations, bonds, appointments, and permits required for its business and for its communications with Consumers, and that its products, services, and marketing are lawful.

9.3 Responsibility for Customer Parties. Customer is fully responsible for the acts and omissions of every Customer Party as if they were Customer's own, and shall bind each Customer Party who receives Products to restrictions at least as protective of Ziv as the Agreement.

9.4 Notice of Complaints and Claims. Customer shall notify Ziv in writing within three (3) Business Days after receiving any Consumer complaint, demand letter, lawsuit, subpoena, regulatory inquiry, or investigation that relates to a Lead, Consumer, or Campaign, or to Customer's telemarketing, privacy, or advertising practices. Customer shall preserve all related records, cooperate with Ziv, and not make any statement, admission, or disclosure on Ziv's behalf or that identifies Ziv's Sources or confidential information without Ziv's prior written consent, except as required by law.

9.5 Records and Audit. Customer shall keep complete and accurate records of its use of Products and its communications with Consumers, including consent, suppression and DNC scrubs, call and message logs, recordings, opt-outs, and downstream transfers, for at least five (5) years after the communication. Ziv or its designee may audit those records, and Customer's systems and facilities to the extent needed to verify compliance, upon five (5) Business Days' notice (or sooner if Ziv reasonably suspects a violation), and Customer shall provide the requested records within five (5) Business Days. If an audit reveals a violation or underpayment, Customer shall pay the audit costs.

9.6 Prohibited Conduct. Customer shall not, and shall not permit any Customer Party to:

- (a) misrepresent Ziv, its relationship with Ziv, or the source of any Lead, or represent that Ziv is Customer's agent;
- (b) use the Products to make or support decisions on eligibility for credit, insurance, employment, housing, or other purposes covered by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., or treat Ziv as a consumer reporting agency;
- (c) use the Products to harass, defraud, stalk, or discriminate against any Consumer, or in connection with any unlawful, deceptive, or unfair practice;
- (d) contact any Consumer known to be a minor, or knowingly use the Products to target minors;
- (e) interfere with Ziv's systems or Sources or attempt to bypass any security, rate limit, or access control; or
- (f) breach Article 13 or Article 17.

ARTICLE 10. REGULATED INDUSTRIES

10.1 Customer Responsibility. Ziv may provide Products to customers in regulated industries. Customer is solely responsible for all licenses, appointments, credentials, product approvals, filings, disclosures, and advertising and marketing requirements applicable to its industry, and for the lawfulness of its offerings.

10.2 Medicare and Health Coverage. Ziv does not provide Leads for Medicare Advantage, Medicare Part D, Medicare Supplement, or other Medicare-related products unless an Order expressly so states and the parties sign a written compliance addendum. Customer is solely responsible for compliance with all

CMS marketing, consent, scope-of-appointment, call-recording, and third-party-marketing-organization rules and with all Applicable Law governing health coverage.

10.3 Financial, Lending, and Insurance. Customer is solely responsible for compliance with all laws governing financial services, lending, debt relief, credit, and insurance, including licensing and anti-discrimination, advertising, and unfair or deceptive practices laws.

10.4 Other Licensed Professions. Customer is solely responsible for compliance with the rules of any profession or industry it operates in, including attorney, healthcare, real estate, and home-services rules.

10.5 No Assumption. Nothing in the Agreement or in any Ziv communication is legal, compliance, or professional advice or an assumption of any of Customer's regulatory obligations.

ARTICLE 11. TCPA, TELEMARKETING, AND DO-NOT-CALL COMPLIANCE

11.1 Allocation of Responsibility. Each party is responsible for compliance with Applicable Law for the activities it controls. Ziv is responsible for its own Lead-generation activities up to delivery. Customer is solely responsible for all calls, texts, emails, voicemails, and other communications made by or for any Customer Party after delivery or transfer, and for each such communication Customer, and not Ziv, is the party that initiates the contact and the seller on whose behalf it is made.

11.2 Ziv Consent and DNC Representations. Ziv's only representations about consent and Do-Not-Call status are these: (a) if the Order includes a consent specification (such as particular consent language, channel, or seller identification), Ziv represents that the Consent Record shows that the specified language was presented to the Consumer; and (b) if the Order states that Leads are scrubbed against the National Do Not Call Registry, Ziv represents that, at lead generation or within thirty-one (31) days before delivery, Ziv or its Source checked the Consumer's number against the Registry, except where the Consumer provided express consent or has an established business relationship. Ziv does not represent that any consent language, method of capture, or Consent Record satisfies the legal requirements for Customer's specific technology, channel, script, timing, product, or frequency of contact, and Customer must independently determine whether it may lawfully contact the Consumer. Ziv does not scrub state do-not-call lists, the Reassigned Numbers Database, or litigator lists unless the Order says so.

11.3 Customer Calling and Messaging Duties. Customer shall, and shall cause every Customer Party to: (a) obtain and maintain all consent required for its communications; (b) scrub every number against the National Do Not Call Registry, applicable state lists, the Reassigned Numbers Database where applicable, and its own internal do-not-call list at the intervals Applicable Law requires (currently no less than every thirty-one (31) days) and immediately before contact; (c) comply with permitted calling hours, frequency limits, caller-identification, call-authentication, registration, bonding, disclosure, and recording requirements in each state of the Consumer and of the caller; (d) not spoof or falsify caller identification; (e) clearly identify the seller and the purpose of each communication; and (f) honor every revocation of consent and opt-out request as soon as practicable and no later than the period Applicable Law requires (and in any event within ten (10) Business Days), across all channels and in all Customer Parties' systems.

11.4 Technology; Artificial and Prerecorded Voice. Customer is solely responsible for ensuring that every dialer, texting platform, prerecorded or artificial-voice system, AI voice agent or chatbot, and other technology it or any Customer Party uses complies with Applicable Law. Customer shall not use any prerecorded, artificial, or AI-generated voice, or any automated dialing or messaging, in connection with a Lead unless Customer holds the prior express written consent that Applicable Law requires.

11.5 Consent and Opt-Out Flow-Through. Customer shall notify Ziv within two (2) Business Days after any Consumer revokes consent, requests do-not-call or deletion, or complains about a Lead, so that Ziv may suppress the Consumer and take action against the responsible Source.

11.6 Consent Records. Ziv will maintain Consent Records for at least five (5) years and will provide a Consent Record for a specific Lead on Customer's written request made within twelve (12) months after delivery, subject to Ziv's confidentiality obligations to Sources. Customer shall retain the Consent Record and certificates delivered to it for at least five (5) years.

11.7 Live Transfers and Ziv-Initiated Calls. Where Ziv or its Source makes outbound calls for a Campaign, Ziv is responsible for the legality of those calls as made, except to the extent a claim arises from Customer Materials, Customer-approved scripts, Customer-supplied lists or data, or Customer's instructions, or from the conduct of any Customer Party. Customer shall review and approve scripts and disclosures before launch, and its approval, or its failure to object within two (2) Business Days, constitutes approval. Upon transfer, Customer is the sole responsible party for the call.

11.8 Known Litigators. Ziv may, but is not required to, suppress known litigants, serial complainants, and similar persons. Customer shall maintain its own litigator-suppression process, and Ziv's failure to suppress a person is not a breach.

11.9 Claims; Cooperation. Section 9.4 applies to any TCPA, DNC, or telemarketing claim. Ziv may, at its option, assume or participate in the defense of any claim in which Ziv is named, at Customer's cost under Article 21, and Customer shall cooperate fully.

11.10 Regulatory Change. If Applicable Law, a regulator, a court, a carrier, or a Source changes in a way that, in Ziv's reasonable judgment, increases legal or operational risk of a Campaign, Ziv may modify consent language, criteria, routing, or the Campaign, or suspend or terminate the affected Campaign without liability.

11.11 No Legal Guarantee. Except as stated in Sections 5.5 and 11.2, Ziv does not represent that any Lead may be lawfully contacted by any particular method, or that any Consent Record or provenance information will satisfy any law or defeat any claim.

ARTICLE 12. EMAIL, SMS, AND DIGITAL COMMUNICATIONS

12.1 Email. Customer is solely responsible for ensuring that all commercial email sent using Products complies with the CAN-SPAM Act, 15 U.S.C. § 7701 et seq., other Applicable Law, and mailbox-provider requirements, including accurate headers and subject lines, a valid physical postal address, a functioning opt-out honored within the period Applicable Law requires (and in any event within ten (10) Business Days), and required authentication. Customer shall not use email Data for any email campaign unless the Order expressly authorizes email use, and shall not send to any address that Ziv identifies as ineligible.

12.2 SMS. Customer shall not send text messages to any Consumer unless the Order authorizes text use and Customer holds consent that satisfies Applicable Law and carrier and CTIA requirements, and Customer shall comply with 10DLC and other registration requirements and honor "STOP" and equivalent requests immediately.

12.3 Opt-Outs and Suppression. Customer shall maintain suppression mechanisms for all channels, apply them to all Customer Parties, and promptly honor all valid opt-out requests.

12.4 Platform and Carrier Policies. Third-party email, SMS, advertising, CRM, carrier, and communication platforms may impose restrictions beyond Applicable Law. Customer is solely responsible for complying with those policies. Ziv does not guarantee that any platform or carrier will accept, deliver, or permit any dataset, message, or campaign.

12.5 Deliverability. Ziv does not guarantee deliverability, inbox placement, open rates, or response rates. Customer is solely responsible for its sender reputation, domains, IP addresses, and content.

12.6 Suspension for Complaints. Ziv may immediately suspend email or SMS Data if Customer's complaint rate, bounce rate, spam-trap hits, or blocklisting exceeds the limits of any provider or reasonably indicates non-compliance.

ARTICLE 13. DATA OWNERSHIP, LICENSE, AND RESTRICTIONS

13.1 Ziv Ownership. As between the parties, Ziv exclusively owns all right, title, and interest in the Ziv Materials. The Agreement transfers no ownership of any Ziv Materials. Delivery of Leads or Data transfers a limited license only, as stated in Section 13.3, and no title.

13.2 Customer Data. As between the parties, Customer owns Customer Data. Customer grants Ziv a worldwide, non-exclusive, royalty-free license to use, copy, process, and display Customer Data and Outcome Data to provide and improve the Products and Services, to suppress Consumers, to detect and prevent fraud, to comply with law, to enforce Ziv's rights, and to create Derived Data. Ziv owns all Derived Data, and may use and disclose aggregated or de-identified Derived Data for any lawful purpose, provided it does not identify Customer.

13.3 Limited License to Customer. Subject to Customer's compliance with the Agreement and payment in full, Ziv grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use each Accepted Lead and other Product solely for the Permitted Purpose. List or file Data may be used once, or for the period stated in the Order, and may not be reused after that period.

13.4 Exclusivity; Ziv's Retained Rights. Exclusivity applies only if an Order expressly designates a Lead as exclusive, and then only to the vertical, product, and period stated in the Order (or, if no period is stated, thirty (30) days after delivery) (the "Exclusivity Period"). Unless an Order designates a Lead as exclusive, Ziv may deliver and sell the same Lead to other buyers. In all cases Ziv and its Sources retain a copy of every Lead and may use and disclose it for fulfillment, suppression, fraud prevention, compliance, analytics, dispute resolution, legal defense, and, after any Exclusivity Period, for any lawful purpose, including selling it for other products or verticals, and nothing restricts the Consumer's own dealings with Ziv or others.

13.5 Restrictions. Except as an Order expressly authorizes, Customer shall not, and shall not permit any Customer Party to:

- (a) sell, resell, rent, lease, license, sublicense, trade, publish, or distribute any Product, or provide Customer's access to any Product to any third party, including affiliates, resellers, lead aggregators, and data brokers;
- (b) retain, append, merge, or combine any Product with any other database, or create any derivative database, list, or dataset from it, for any purpose other than the Permitted Purpose;
- (c) use any Product, or any information derived from it, to build, train, fine-tune, benchmark, or improve any machine-learning, artificial-intelligence, scoring, or lookalike model, or to create a competing product or dataset;

- (d) scrape, harvest, or systematically copy any Ziv platform or Product, or use any “ping,” reverse-lookup, or similar technique to identify any Source or Ziv’s data;
- (e) identify, contact, or solicit any Source or vendor of Ziv in violation of Article 17;
- (f) transfer any Product outside the United States or permit access from outside the United States, except as Article 19 permits;
- (g) use any Product in violation of any Consumer’s opt-out, deletion request, or suppression request;
- (h) re-identify any de-identified or aggregated data, or attempt to do so; or
- (i) remove or alter any identifier, tag, watermark, proprietary notice, or certificate.

13.6 Seed Records. Customer acknowledges that Ziv may include seed, “canary,” or watermark records in the Products. Any use, contact, or appearance of a seed record outside the Permitted Purpose is conclusive evidence of unauthorized use or disclosure, and Customer consents to Ziv’s use of seed records for detection.

13.7 Remedies for Misuse. Customer acknowledges that unauthorized use, resale, or disclosure of Products would cause Ziv serious harm that is difficult to measure. If Customer or any Customer Party breaches Section 13.5, Customer shall pay Ziv, as liquidated damages and not as a penalty, the greater of (a) three (3) times the amount Ziv charged for the affected records, and (b) two dollars (\$2.00) per affected record, which the parties agree is a reasonable estimate of Ziv’s damages. Ziv may also recover all proceeds Customer received from the breach, obtain injunctive relief under Section 28.7 without posting bond, and recover its attorneys’ fees and costs.

13.8 Audit of Data Use. Section 9.5 applies to Customer’s use, storage, and transfer of Products. On request, Customer shall identify each person to whom it has disclosed any Product and the purpose.

13.9 No Transfer of Title. No Product is “sold” to Customer for purposes of any title, ownership, or rights beyond the license in Section 13.3. To the extent any Privacy Law characterizes the disclosure of Personal Information in a Lead as a “sale,” the parties’ rights and obligations are as stated in Article 14.

ARTICLE 14. PRIVACY AND DATA SECURITY

14.1 Independent Roles. Each party is an independent business or controller, and each is responsible for its own processing of Personal Information and for compliance with Privacy Laws applicable to its own activities. Ziv does not process Personal Information as Customer’s service provider, processor, or contractor unless the parties sign a DPA that so provides. Customer is solely responsible for the lawful purposes for which it uses Personal Information after delivery.

14.2 Disclosure to Customer. Customer acknowledges that Ziv’s disclosure of Personal Information in Leads and Data to Customer may constitute a “sale” or “sharing” under certain Privacy Laws, and that Customer receives it as an independent third party for the Permitted Purpose only.

14.3 Customer Privacy Obligations. Customer shall: (a) use Personal Information only for the Permitted Purpose; (b) comply with all Privacy Laws and provide the same level of privacy protection that the CCPA and other Privacy Laws require; (c) provide all notices and honor all rights requests that Privacy Laws require of it, including opt-outs of sale, sharing, and targeted advertising and any opt-out preference signals; (d) notify Ziv within five (5) Business Days if it can no longer meet its obligations under Privacy Laws; (e) permit Ziv to take reasonable steps to verify Customer’s compliance and to stop and remediate unauthorized use; (f) not re-identify de-identified data; (g) honor within ten (10) Business

Days any deletion, opt-out, or suppression request that Ziv forwards; and (h) not sell or share Personal Information from the Products to any person, except as Article 13 permits.

14.4 Data Broker Laws. Ziv will maintain any registration required of data brokers and will process Consumer deletion requests as Privacy Laws require, including under the California Delete Act, Cal. Civ. Code § 1798.99.80 et seq., where applicable. Ziv may delete, suppress, or stop delivering any Consumer record and has no liability to Customer for doing so. Customer is responsible for any registration required of it.

14.5 Sensitive and Restricted Data. Unless an Order and a signed addendum expressly authorize it, Customer shall not request, and Ziv does not provide or collect, Social Security numbers, financial-account or payment-card numbers, government-identification numbers, precise geolocation, biometric data, consumer health data, information about children under eighteen, or other sensitive Personal Information, and Customer shall not transmit any of it to Ziv. If Ziv receives any, Ziv may delete it without liability.

14.6 Security. Each party shall maintain commercially reasonable administrative, technical, and physical safeguards for the Personal Information it controls, appropriate to its sensitivity. At a minimum, Customer shall encrypt Personal Information in transit and at rest, limit access to personnel with a need to know, use multi-factor authentication for systems holding Products, and maintain a written security program.

14.7 Security Incidents. Customer shall notify Ziv without undue delay and within seventy-two (72) hours after discovering any Security Incident affecting Products, shall investigate, contain, and remediate it at its own cost, and shall cooperate with Ziv. Each party is responsible for notifications required by law concerning incidents in its own systems, but Customer shall not identify Ziv in any notification without Ziv's prior written consent unless required by law.

14.8 DPA. Where Applicable Law requires, the parties shall sign a DPA before any processing that requires it. Customer shall not require Ziv to sign any DPA that is inconsistent with this Article unless an Authorized Officer signs it.

14.9 Changes in Law. If any Privacy Law changes in a way that, in Ziv's reasonable judgment, requires modification of any Product or Campaign, Ziv may modify, suspend, or discontinue the affected Product or Campaign without liability and may reasonably amend this Article on notice.

ARTICLE 15. INTELLECTUAL PROPERTY

15.1 Ziv Ownership. Ziv and its licensors retain all right, title, and interest in the Ziv Materials and all Ziv intellectual property, including any improvements, modifications, and derivative works, regardless of who suggests or makes them. The Agreement grants no license or right except as expressly stated.

15.2 Customer Materials. Customer retains ownership of Customer Materials and grants Ziv and its Sources a worldwide, non-exclusive, royalty-free license to use, reproduce, display, and modify Customer Materials as needed to provide the Products and Services, including in advertising, scripts, forms, and consent language.

15.3 Customer Representations. Customer represents and warrants that it owns or has all rights necessary to grant that license and that Customer Materials, and Ziv's use of them as contemplated, do not infringe or misappropriate any right of any person, are not deceptive, and comply with Applicable Law.

15.4 Platform and API Access. Ziv grants Customer a limited, non-exclusive, non-transferable, revocable license to access Ziv's platforms and APIs during the term solely to receive the Products.

Customer shall comply with all documentation, rate limits, and security requirements, and shall not share credentials.

15.5 Restrictions. Customer shall not, and shall not permit any Customer Party to: copy, modify, or create derivative works of any Ziv software or Materials; reverse engineer, decompile, disassemble, or attempt to extract source code, logic, or Sources; reproduce Ziv's workflows or campaign architecture; benchmark or test Ziv's systems for competitive purposes; or remove proprietary notices.

15.6 Feedback. Customer grants Ziv a perpetual, irrevocable, worldwide, royalty-free license to use any suggestion, idea, or feedback Customer provides about the Products or Services without obligation to Customer.

15.7 Trademarks; Publicity. Neither party may use the other's name, trademarks, or logos without prior written consent, except that Customer authorizes Ziv to use Customer Materials as provided in Section 15.2.

ARTICLE 16. CONFIDENTIALITY AND TRADE SECRETS

16.1 Confidential Information. "Confidential Information" means non-public information that a party discloses or makes available to the other, in any form, that is marked confidential or that a reasonable person would understand to be confidential, including pricing, rates, business and marketing strategies, financial information, customer, Source, and vendor identities and terms, Campaign performance, technology, processes, Data, source information, and trade secrets. Ziv's Confidential Information includes all Ziv Materials, the Products, the identity of each Source, and the terms of each Order.

16.2 Obligations. The receiving party shall use the other party's Confidential Information only to perform or exercise rights under the Agreement, shall protect it with at least the care it uses for its own similar information and no less than reasonable care, and shall not disclose it except as Section 16.4 permits.

16.3 Exclusions. Confidential Information does not include information that the receiving party can show by written records (a) is or becomes public through no breach of the Agreement; (b) was lawfully known to it before disclosure; (c) was lawfully received from a third party without restriction; or (d) was independently developed without use of the Confidential Information. These exclusions do not apply to Personal Information, to Data, or to the identity of any Source or the terms on which a Source supplies Ziv.

16.4 Permitted Disclosure. A party may disclose Confidential Information to its employees, contractors, attorneys, accountants, insurers, and advisors who need to know it for the Agreement and who are bound by written confidentiality obligations at least as protective as this Article. The receiving party is responsible for any breach by its recipients.

16.5 Compelled Disclosure. If compelled by law to disclose Confidential Information, the receiving party shall, where legally permitted, give prompt notice, cooperate in seeking protective treatment, and disclose only the portion legally required.

16.6 Trade Secrets. The parties acknowledge that Ziv's Data, Sources, vendor relationships, methodologies, algorithms, pricing, and Campaign architecture constitute trade secrets under the Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq., and the Nevada Uniform Trade Secrets Act, NRS Chapter 600A. Customer's obligations as to trade secrets continue for as long as the information remains a trade secret.

16.7 Return or Destruction. Upon termination or on request, the receiving party shall promptly return or securely destroy the other party's Confidential Information and, on request, certify in writing that it has done so, except that it may retain copies required by law or in routine backups, which remain subject to this Article.

16.8 Duration. These obligations continue during the term and for five (5) years after termination, and for trade secrets and Personal Information as long as they remain protected under Applicable Law.

16.9 Protected Activity. Nothing in the Agreement prohibits any person from reporting possible violations of law to a government agency or from making disclosures protected by law, including under 18 U.S.C. § 1833(b), which provides immunity for confidential disclosure of a trade secret to a government official or an attorney solely to report or investigate a suspected violation of law, or in a sealed court filing.

ARTICLE 17. NON-CIRCUMVENTION, NON-SOLICITATION, AND COMPETITIVE-USE RESTRICTIONS

17.1 Protected Parties. "Protected Parties" means each Source, publisher, affiliate, call center, data provider, technology or traffic vendor, and other business that Ziv introduces to Customer or whose identity Customer learns through the Agreement, a Lead, a Product, Ziv's platforms, call-tracking or provenance data, or any Ziv Confidential Information, whether or not Ziv identifies the party as protected.

17.2 Non-Circumvention. During the term and for twenty-four (24) months after the later of termination or Customer's last transaction with Ziv (the "Restricted Period"), Customer shall not, directly or indirectly, through an Affiliate, or through any third party: (a) contact, solicit, or transact with any Protected Party to purchase, license, or obtain products or services of the kind Ziv supplies, without Ziv's involvement and compensation; (b) otherwise bypass, avoid, or circumvent Ziv to avoid paying Ziv any fee, margin, or commission; or (c) induce any Protected Party to reduce, terminate, or not renew its relationship with Ziv.

17.3 Exceptions. Section 17.2 does not apply to a Protected Party that Customer proves by dated written records had a direct commercial relationship with Customer before Ziv's introduction or disclosure, or that Customer identified independently without using Ziv's Confidential Information and without reference to any Ziv Product.

17.4 Circumvention Compensation. If Customer breaches Section 17.2, Customer shall pay Ziv, as liquidated damages and not as a penalty, an amount equal to the greater of (a) twelve (12) months of Ziv's average monthly gross profit attributable to the affected Protected Party, and (b) Ziv's actual damages, which the parties agree are difficult to determine and for which this amount is a reasonable estimate. Ziv may also seek injunctive relief and its attorneys' fees.

17.5 Non-Solicitation of Personnel. During the term and for twelve (12) months after, Customer shall not, directly or through another, solicit any Ziv employee or individual contractor with whom Customer had material contact to terminate his or her relationship with Ziv. General advertisements and unsolicited responses are not a breach.

17.6 Competitive-Use Restriction. Customer shall not use any Ziv Confidential Information, Data, Source information, or Ziv Materials to establish, operate, supply, or assist any business that generates, sells, or brokers leads, calls, or data in competition with Ziv. This Section restricts the use of Ziv's protected information only.

17.7 No General Noncompete; Order-Specific Restrictions. Except as provided in this Article and in Sections 13.5 and 15.5, nothing in the Agreement prohibits Customer from engaging in any lawful business or from competing with Ziv, including purchasing similar products from other sellers. An Order signed by Authorized Officers of both parties may include exclusivity, exclusive-purchasing, or other restrictions limited in scope, geography, and duration, which are enforceable according to their terms and Applicable Law.

17.8 Reasonableness; Reformation. Customer acknowledges that Ziv has legitimate interests in its Sources, vendor relationships, and trade secrets, that the restrictions in this Article are reasonable and no broader than necessary to protect them, and that Customer receives adequate consideration. If any restriction is found unenforceable as written, the parties request and authorize the arbitrator or court to reform it to the minimum extent necessary and to enforce it as reformed. The Restricted Period is tolled during any breach.

17.9 California and Similar Laws. To the extent Customer or the activity at issue is subject to California Business and Professions Code § 16600 or a similar law, this Article applies only as a protection of Ziv's trade secrets and Confidential Information and to the extent the law allows, and nothing in it restrains any person from engaging in a lawful profession, trade, or business.

17.10 Individuals; Employment. This Article binds Customer as a business. Nothing in the Agreement restricts any individual's employment or lawful profession, trade, or business activity.

ARTICLE 18. THIRD-PARTY VENDORS, SOURCES, AND PLATFORMS

18.1 Ziv's Use of Third Parties. Ziv may use third-party Sources, data providers, publishers, call centers, technology providers, cloud providers, APIs, tracking and verification vendors, telecommunications providers, payment processors, and advertising platforms, and may replace any of them at any time.

18.2 No Responsibility for Third Parties. Ziv is not responsible for the acts, omissions, outages, restrictions, or terms of any third party or Third-Party Service outside its reasonable control, and has no liability for any failure of a Third-Party Service. Ziv's Sources are independent contractors and not Ziv's agents for purposes of any liability to Customer.

18.3 Customer's Vendors. Customer is solely responsible for its own vendors and every Customer Party that it engages, including dialer, CRM, texting, email, and call-center providers, and for their compliance with the Agreement. Customer shall remain liable for their acts and omissions.

18.4 Third-Party Terms. Third-Party Services may be subject to separate terms, which Customer shall follow. Ziv may pass through to Customer any restriction that a Source or vendor imposes on Products, effective on notice.

ARTICLE 19. INTERNATIONAL AND CROSS-BORDER MATTERS

19.1 United States Products. Unless an Order expressly provides otherwise, Products consist of information about individuals located in the United States and are licensed for use in the United States only. Ziv does not offer Products to consumers or businesses located in the European Economic Area, the United Kingdom, or Switzerland, and Customer shall not transmit to Ziv any Personal Information of individuals in those regions.

19.2 Sanctions and Export. Customer represents and warrants that neither it nor any of its owners or Affiliates is the subject of sanctions administered by the U.S. Treasury's Office of Foreign Assets Control or any similar authority, or located in or owned by persons in a sanctioned country. Customer shall comply with all export-control and sanctions laws and shall not export or re-export any Product in violation of them.

19.3 Restricted Data Transfers. Customer represents and warrants that it is not a Covered Person and is not located in or controlled by a Country of Concern, and shall not sell, license, transfer, or give access to any Product to any Country of Concern, Covered Person, or foreign adversary, or take any action that would cause Ziv to violate 28 C.F.R. Part 202 or the Protecting Americans' Data from Foreign Adversaries Act of 2024. Ziv may immediately suspend and terminate for any breach of this Section.

19.4 No Offshore Access. Customer shall not store, process, or permit access to any Product, or permit any Customer Party (including any call center or vendor) to store, process, or access any Product, from outside the United States, without Ziv's prior written approval stated in an Order.

19.5 Foreign Privacy and Messaging Laws. If an Order permits Products to be used for individuals in Canada or elsewhere outside the United States, Customer shall comply with all applicable foreign laws, including Canada's anti-spam and privacy laws, and the parties shall sign any data-transfer or data-processing agreement that Applicable Law requires before any such use. Nothing in the Agreement represents that Ziv is subject to, or has complied with, the law of any non-U.S. jurisdiction.

19.6 Anti-Corruption. Customer shall comply with the U.S. Foreign Corrupt Practices Act and all other anti-bribery laws and shall not offer or give anything of value to any person to improperly influence any act or decision.

19.7 International Customers. All fees are payable in U.S. dollars in immediately available funds, and Customer bears all currency, transfer, and bank costs. The Agreement is in English, and English controls over any translation. The United Nations Convention on Contracts for the International Sale of Goods does not apply. International Customers submit to Articles 28 and 29, and the parties intend that any arbitral award be enforceable under the New York Convention.

ARTICLE 20. WARRANTIES AND DISCLAIMERS

20.1 Mutual. Each party represents that it is duly organized and has full authority to enter into and perform the Agreement, and that the Agreement is binding on it.

20.2 Ziv. Ziv warrants only that it will perform the Services expressly stated in an Order in a commercially reasonable manner, and makes the limited representations in Sections 5.5 and 11.2. Customer's remedy for any breach of these warranties is stated in Section 6.8.

20.3 Customer. Customer represents, warrants, and covenants that: (a) its products, services, and marketing are lawful; (b) it holds all licenses and permissions required for its business; (c) Customer Materials do not infringe or violate any right or law; (d) it will comply with Applicable Law and the Agreement; (e) it will use Products only as permitted; (f) it is not subject to any order, investigation, or proceeding by any governmental authority concerning telemarketing, consumer protection, data privacy, or advertising that it has not disclosed in writing to Ziv; and (g) the information it provides to Ziv is accurate and complete.

20.4 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ZIV

DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

20.5 No Guarantee of Results. Unless guaranteed in a signed Order, Ziv does not warrant or guarantee sales, revenue, profit, return on investment, conversion or closing rates, customer acquisition, appointments, applications, policy issuance, loans, consumer purchases, advertising performance, or Campaign profitability. Customer acknowledges that marketing outcomes depend on many factors outside Ziv's control, including Customer's own sales practices.

ARTICLE 21. INDEMNIFICATION

21.1 Customer Indemnity. Customer shall defend, indemnify, and hold harmless the Ziv Parties from and against all claims, demands, suits, arbitrations, investigations, and proceedings (including by Consumers, classes, regulators, and other third parties) ("Claims") and all resulting losses, damages, statutory and treble damages, fines, penalties, settlements, judgments, costs, and expenses, including reasonable attorneys' and experts' fees and investigation costs ("Losses"), arising from or relating to:

- (a) any communication made by or for any Customer Party to any Consumer, including calls, texts, emails, voicemails, and mail, and any claim that a communication lacked consent, violated Telemarketing Laws, DNC Laws, or Privacy Laws, or used prohibited technology or content;
- (b) Customer's products, services, offers, advertising, sales practices, licensing, and business operations;
- (c) Customer's or any Customer Party's breach of the Agreement or violation of Applicable Law;
- (d) Customer Materials, scripts, instructions, and Customer-supplied data, including any claim of infringement or deception;
- (e) any use, resale, disclosure, or transfer of Products outside the Permitted Purpose, and any Security Incident in a Customer Party's systems;
- (f) the acts or omissions of any Customer Party, including any downstream buyer, sub-affiliate, vendor, or call center;
- (g) Customer's violation of Article 19; and
- (h) Customer's gross negligence or willful misconduct.

21.2 Carve-Back. Customer's indemnity under Section 21.1 does not apply to the extent a court or arbitrator finally determines that the Loss was caused by Ziv's breach of Section 5.5 or Section 11.2, or by Ziv's gross negligence or willful misconduct. Customer's obligation to defend continues until that determination.

21.3 Procedure. The indemnified party shall give the indemnifying party prompt written notice of a Claim (delay relieves the indemnifying party only to the extent of actual prejudice) and reasonable cooperation. The indemnifying party controls the defense with counsel reasonably acceptable to the indemnified party, but shall not settle a Claim in a manner that imposes liability, an admission, or a non-monetary obligation on the indemnified party without its written consent. The indemnified party may participate with its own counsel at its own cost, except that a Ziv Party may control its own response to

any governmental inquiry and, if Customer fails to assume the defense within ten (10) days after notice or a conflict exists, may defend the Claim at Customer's cost.

21.4 Not Limited. Customer's obligations under this Article are not subject to Section 22.2, and Section 22.1 does not limit amounts payable to third parties under a Claim.

ARTICLE 22. LIMITATION OF LIABILITY

22.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THEIR POSSIBILITY AND UNDER ANY THEORY OF LIABILITY.

22.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ZIV PARTIES' TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT, UNDER ANY THEORY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO ZIV, AND NOT CREDITED OR REFUNDED, FOR THE SPECIFIC PRODUCTS OR SERVICES THAT GAVE RISE TO THE CLAIM (THE "CAP"). THE CAP IS AN AGGREGATE LIMIT, NOT A PER-CLAIM LIMIT, AND ONE OR MORE CLAIMS DO NOT INCREASE IT.

22.3 Customer's Liability. Sections 22.1 and 22.2 do not limit Customer's liability for: payment obligations; indemnification under Article 21; breach of Articles 13, 16, or 17; misuse of Products; breach of Article 19; or fraud, gross negligence, or willful misconduct. The exclusion in Section 22.1 does not apply to amounts payable under Article 13, Article 17, or Article 21.

22.4 Non-Excludable Liability. Nothing in the Agreement limits or excludes liability to the extent it cannot be limited or excluded under Applicable Law, including for fraud or willful misconduct.

22.5 Limitation Period. Any claim by Customer arising from the Agreement must be commenced within thirty (30) days after it accrues, or it is permanently barred. The parties agree that this period is reasonable given the volume and short life of the transactions governed by the Agreement.

22.6 Basis of the Bargain. Customer acknowledges that Ziv's prices reflect the allocation of risk in this Article, that these limitations are essential elements of the bargain, that Ziv would not provide the Products and Services without them, and that they apply even if any limited remedy fails of its essential purpose.

ARTICLE 23. RESERVED

Intentionally omitted.

ARTICLE 24. SUSPENSION

24.1 Right to Suspend. Ziv may suspend delivery of any Product or Service, in whole or in part, immediately and without liability, if Ziv reasonably believes that: (a) Customer has not paid any amount when due or has exceeded its credit limit; (b) a chargeback or reversal has occurred; (c) Customer or a Customer Party has breached, or may have breached, the Agreement or Applicable Law; (d) a complaint, claim, regulatory inquiry, or Consumer-complaint pattern relates to Customer; (e) fraud, abuse, misuse of Products, or a security risk exists; (f) Customer's creditworthiness has deteriorated or it is insolvent; (g) a Source, vendor, carrier, or platform has imposed a restriction or withdrawn support; (h) continuing would

expose Ziv, Consumers, or third parties to legal, regulatory, or financial risk; or (i) suspension is needed to comply with law.

24.2 Notice and Cure. Ziv will use commercially reasonable efforts to notify Customer by email or portal when practicable and consistent with the risk, and may allow Customer to cure, but failure to give notice or an opportunity to cure does not limit Ziv's rights. Immediate suspension without prior notice is permitted where delay would reasonably increase legal, security, fraud, or financial risk.

24.3 Effect; Reinstatement. Customer remains liable for all fees accrued, and for minimum commitments, during suspension. Ziv may condition reinstatement on payment, additional security, a compliance plan, and reimbursement of its costs, and may reinstate on any terms it reasonably determines. Suspension is not a termination, and is not a breach by Ziv.

ARTICLE 25. TERM AND TERMINATION

25.1 Term. The Agreement begins when Customer is bound under Section 3.1 and continues until terminated under this Article. Unless an Order states otherwise, each Order has an initial term of thirty (30) days and renews automatically for successive thirty (30) day terms until terminated.

25.2 Termination for Convenience. Either party may terminate the Agreement or any Order for convenience on fifteen (15) days' written notice, except that Customer remains liable for any minimum commitment, fixed term, or non-cancelable commitment stated in an Order.

25.3 Termination for Cause. Either party may terminate the Agreement or an Order for the other's material breach that remains uncured ten (10) days after written notice, or five (5) days for non-payment, unless the Order states a different cure period or the breach cannot be cured.

25.4 Immediate Termination by Ziv. Ziv may terminate the Agreement and any Order immediately on notice if: Customer commits fraud or any illegal act; Customer or any Customer Party materially violates Applicable Law, Article 13, Article 17, or Article 19; a chargeback or reversal occurs; Customer is insolvent, files for bankruptcy, or assigns for the benefit of creditors; Customer fails to pay when due on more than one occasion; Ziv reasonably determines that continuing creates material legal, regulatory, security, or Source exposure; or any suspension under Article 24 continues for more than fifteen (15) days.

25.5 No Liability for Exercise. Ziv is not liable for any loss arising from a suspension or termination that complies with the Agreement.

ARTICLE 26. EFFECT OF TERMINATION; DATA RETURN; SURVIVAL

26.1 Effect of Termination. Upon termination or expiration: (a) all amounts accrued or committed become immediately due; (b) Customer's access to Ziv's systems and its licenses end, except as Section 13.3 provides for Accepted Leads; (c) Customer shall stop using any Product not yet paid for; and (d) each party shall comply with Section 16.7.

26.2 Data Handling. Each party shall handle Personal Information after termination as Applicable Law, any DPA, and the Order require. Customer shall continue to honor all suppression and opt-out requests and may continue to use Accepted Leads for the Permitted Purpose, subject to Article 13. Ziv need not delete any record that it is legally required or reasonably entitled to retain, including Consent Records, delivery records, and records needed for compliance, dispute resolution, or legal defense.

26.3 Survival. Articles 1, 2, 3, 8, 13, 14, 15, 16, 17, 20, 21, 22, 28, 29, and 30, Sections 6.6, 6.8, 7.5 through 7.9, 9.4, 9.5, 11.1, 11.3, 11.5, 11.6, 24.3, and 26.2, and all other provisions that by their nature should survive, survive termination or expiration, together with all accrued rights and payment obligations.

ARTICLE 27. FORCE MAJEURE; BUSINESS CONTINUITY

27.1 Force Majeure. Neither party is liable for failure or delay in performance (other than payment of money owed) caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, civil unrest, government action, telecommunications, internet, power, cloud, or carrier failures, vendor or Source failures, cyber incidents, labor disruptions, changes in law or regulation, or other extraordinary events. The affected party shall use reasonable efforts to resume performance.

27.2 Business Continuity. Ziv maintains reasonable backup and recovery practices but does not warrant any recovery time or uninterrupted performance. Ziv may re-route, reduce, or pause Campaigns during a disruption without liability.

ARTICLE 28. DISPUTE RESOLUTION; ARBITRATION

28.1 Informal Resolution. Before starting an arbitration or lawsuit (other than an action under Section 28.7), the complaining party shall give written notice describing the dispute and the relief sought, and the parties shall confer in good faith for fifteen (15) days. Limitations periods are tolled during that period.

28.2 Binding Arbitration. Except as Section 28.7 provides, any dispute, claim, or controversy arising out of or relating to the Agreement or the Products or Services, including its formation, interpretation, breach, termination, enforceability, and arbitrability, shall be finally resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (including its expedited procedures where applicable) in effect when the demand is filed. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs this Article.

28.3 Arbitrator; Seat. One neutral arbitrator who is a licensed attorney with at least ten (10) years’ experience in commercial matters shall decide the dispute. The seat and hearing location is [COUNTY], Nevada, or another location the parties agree on in writing, and hearings may be held by video where the arbitrator permits. The arbitrator shall apply Nevada substantive law and the Agreement’s limitations, shall issue a reasoned written award, and may not award damages the Agreement excludes.

28.4 Delegation; Class and Collective Waiver. The arbitrator decides all questions of arbitrability and enforceability, except that a court decides whether the waiver in this Section is enforceable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL CLAIMS MUST BE BROUGHT ONLY IN A PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate claims or preside over any such proceeding.

28.5 Confidentiality; Discovery. The arbitration, its existence, and all submissions and awards are Confidential Information, except as needed to enforce an award or as required by law. Discovery is limited to the exchange of relevant documents and a small number of depositions that the arbitrator allows for good cause.

28.6 Fees and Costs. The prevailing party recovers its reasonable attorneys’ fees, expert fees, arbitration fees, and costs. Judgment on the award may be entered in any court having jurisdiction.

28.7 Carve-Outs; Court Actions. Either party may bring in court, without first arbitrating or complying with Section 28.1: (a) an action for temporary, preliminary, or permanent injunctive or other equitable relief to protect trade secrets, Confidential Information, intellectual property, Data, systems, security, or rights under Articles 13, 16, or 17, without proving actual damages or posting bond, to the extent allowed by law; (b) an action to collect amounts due; (c) an action to compel arbitration or enforce an award; and (d) a small-claims action within the court's jurisdiction. The state and federal courts located in [COUNTY], Nevada have exclusive jurisdiction and venue over all court proceedings, and each party consents to personal jurisdiction there and waives any objection based on inconvenient forum.

28.8 Jury Waiver. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY ACTION ARISING FROM OR RELATING TO THE AGREEMENT.

28.9 Third-Party Claims; Joinder. If a Consumer or other third party sues or arbitrates against a Ziv Party and the claim arises from a Customer Party's conduct or from Customer's indemnity obligations, Ziv may join Customer as a party (including by third-party complaint or cross-claim) in that forum, and Customer consents to jurisdiction there, without waiving the arbitration agreement for any other dispute.

28.10 Statutory Rights. Nothing in this Article waives any right that cannot lawfully be waived.

ARTICLE 29. GOVERNING LAW

29.1 Governing Law. The Agreement and all disputes arising from or relating to it are governed by the laws of the State of Nevada, without regard to conflict-of-law rules that would apply another jurisdiction's law, and, as to arbitration, by the Federal Arbitration Act. The Uniform Computer Information Transactions Act, and the United Nations Convention on Contracts for the International Sale of Goods, do not apply. The parties agree that the Agreement bears a substantial relationship to Nevada.

ARTICLE 30. GENERAL PROVISIONS

30.1 Independent Contractors. The parties are independent contractors. Nothing creates a partnership, joint venture, employment, franchise, fiduciary, or agency relationship, or authority to bind the other party.

30.2 Assignment. Customer may not assign, delegate, or transfer the Agreement, by operation of law, change of control, or otherwise, without Ziv's prior written consent, and any attempt is void. Ziv may assign the Agreement to an Affiliate or to a successor, purchaser, financing party, or acquirer of all or part of its business or assets, without consent.

30.3 Subcontracting. Ziv may use Affiliates, employees, contractors, vendors, Sources, publishers, data providers, technology providers, and other subcontractors to perform its obligations.

30.4 Publicity. Section 15.7 governs publicity. Ziv may identify Customer as a customer on request by a Source, regulator, or processor, and as required by law.

30.5 Notices. Legal notices must be in writing and sent to the address in the Order (or, for Customer, the address in its account) by email and by recognized overnight courier. Notices to Ziv must be sent to Ziv Media Group, LLC, [NOTICE ADDRESS], [NOTICE EMAIL]. An email notice is effective when sent unless the sender receives a delivery-failure message; courier notices are effective on the next Business Day after dispatch. Operational notices (including invoices, price changes, and suspension notices) may be given by email or portal and are effective when sent or posted.

30.6 Modifications; Updated Terms. The Agreement may be amended only by a writing signed by authorized representatives of both parties, except that Ziv may update these Master Terms by posting them or giving notice, effective thirty (30) days after notice (or sooner if required by law or a Source or vendor requirement). An update applies to existing Orders at their next renewal and to all new Orders, and does not retroactively change delivered Products or accrued rights. Continued use of the Products after the effective date is acceptance.

30.7 Severability. If any provision is held invalid or unenforceable, it shall be enforced to the maximum extent permitted and, if necessary, reformed to the minimum extent needed to be enforceable, and the remaining provisions remain in effect. The class-action waiver in Section 28.4 is not severable from Article 28 as to any claim brought on a class or collective basis.

30.8 Waiver. A failure or delay in enforcing any right is not a waiver. A waiver is effective only if it is in writing and signed by the waiving party, and applies only to the specific instance.

30.9 Entire Agreement; Non-Reliance. The Agreement is the entire agreement between the parties on its subject matter and supersedes all prior discussions, proposals, and understandings. Customer acknowledges that it has not relied on any representation, projection, or warranty not expressly stated in the Agreement.

30.10 No Third-Party Beneficiaries. Except for the Ziv Parties under Articles 21 and 22, the Agreement creates no rights in any third party.

30.11 Interpretation. Headings are for convenience only. “Including” means “including without limitation.” The parties are sophisticated businesses, each had the opportunity to consult counsel, and the Agreement shall not be construed against either party as drafter. References to a law include that law as amended, restated, or replaced.

30.12 Cumulative Remedies; Further Assurances. Except where the Agreement states a remedy is exclusive, remedies are cumulative. Each party shall sign documents and take actions reasonably needed to carry out the Agreement.

ARTICLE 31. CUSTOMER ACKNOWLEDGMENTS

Customer acknowledges that it: (a) has read and understands the Agreement and has had the opportunity to consult independent legal counsel; (b) understands that the Agreement limits Ziv’s liability and obligates Customer to indemnify Ziv; (c) is solely responsible for the lawfulness of its own communications with Consumers and its own marketing; (d) understands that Ziv does not guarantee any commercial result; (e) is bound by the arbitration agreement, class waiver, and jury waiver in Article 28; and (f) has authority to enter into the Agreement.

ARTICLE 32. ZIV CONTACT INFORMATION

Ziv Media Group, LLC, a Nevada limited liability company. Address: [ADDRESS]. Email: [EMAIL]. Website: [WEBSITE]. Telephone: [PHONE].

ARTICLE 33. ACCEPTANCE

By signing, electronically accepting, ordering Products or Services, accessing a Ziv system, receiving Products, or otherwise commencing performance, Customer agrees to these Master Terms and all applicable Orders and incorporated documents.

ZIV MEDIA GROUP, LLC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Legal Name: _____

By: _____

Name: _____

Title: _____

Date: _____