North American Senior Benefits

AN INTEGRITY COMPANY

# OUTBOUND COMMUNICATIONS GUIDE

BEST PRACTICES IN OUTBOUND COMMUNICATIONS

**2020**



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# SECTION 1:
# GENERAL GUIDELINES AND DEFINITIONS

Outbound communication with agents, policyholders and consumers is critical for the success of our business and for our customers. The following guidance is designed to follow all applicable regulatory requirements covering insurance marketing organizations.

The following guidelines do not supersede the Medicare Advantage and Prescription Drug Plan, Medicare Communication and Marketing Guidelines.

## CALLS AND RELATED MEDIA

### 1.1 MANUAL CALLS

A **manual call** is a call that is dialed by a live person manually by typing in a number into a dialing device or by selecting a number on screen and clicking a button to activate a call. Manual calls do not include calls made with the assistance of an automatic telephone dialing system (ATDS).

**Informational call** is a manual call for *exclusively* informational purposes that may be made at any reasonable time, including to individuals who are on the federal Do-Not-Call Registry (DNC Registry).

**Identification of caller** is critical for any personnel making a call for telemarketing purposes. Such caller must provide the recipient with the name of the individual caller, the name of the person/entity on whose behalf the call is made (i.e., North American Senior Benefits), and a telephone number or address at which the person or entity may be contacted.

**Solicitation calls to residential lines** done manually for the ultimate purpose of encouraging the purchase of insurance or financial products or services are considered solicitation calls. Calls for surveying or informational calls that could result in the eventual purchase of insurance or financial products are considered solicitation calls.

### 1.2 DO NOT CALL REGISTRY

The **National Do Not Call Registry (DNC)** is a list of phone numbers from consumers who have indicated their preference to limit the telemarketing calls they receive. The registry and the rules that surround the registry and telemarketing are regulated by the Federal Trade

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Commission (FTC). The DNC is enforced federally by the FTC and additionally some states have their own registration lists.

The types of calls covered by the National Do Not Call Registry include any plan, program, or campaign to sell goods or services through phones calls. This includes calls by telemarketers who solicit consumers, often on behalf of third-party sellers.

Examples of calls covered by the DNC include outbound telephones calls:

- to set appointments for sales presentation
- introducing products or services or inquiring regarding the recipient's need for any other products or services
- describing business opportunities
- providing consumer advice on products or services
- conducting a survey that may ultimately lead to the sale of products or services

**Not Listed on DNC Registry**
Solicitation calls to residential lines are permitted if made during permissible hours to a number that is not on a state or federal DNC registry. Permissible hours are described in section 1.10.

**Listed on DNC Registry**
For numbers that are listed on a DNC list, a solicitation call is permitted only with the recipient's prior express invitation or permission or to a recipient with whom the caller has an established business relationship.

An "established business relationship" exists where:

- the recipient transacted business with the caller in the 18 months before the call or
- on the basis of the recipient's inquiry or application regarding products or services offered by the caller within three months preceding the call.

Opt-out requests may terminate an established business relationship.

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# GENERAL GUIDELINES AND DEFINITIONS

## 1.3 CALLS VIA AN AUTODIALER

**ATDS or autodialer.** An automatic telephone dialing system (ATDS), also referred to as an autodialer, is equipment which has the capacity to store or produce telephone numbers to be called using a random or sequential number generator and to dial such numbers. Generally, a device or software that has the capability to dial or text multiple numbers with minimal human intervention is considered an ATDS.

**Consent required for mobile numbers.** Calls that are made with the use of an autodialer may not be placed to a mobile number unless there is a valid consent on file from the recipient. If the call is made for advertising or telemarketing purposes, a prior express written consent is required. If the call is made for exclusively other purposes, then a prior express consent is required. Consents are discussed in section 1.8 of this guide. "Telemarketing" means encouraging the purchase of goods or services.

**Engaging Multiple Recipient Lines.** An autodialer may not be used in such a way that two or more telephone lines of a multi-line business recipient are engaged simultaneously.

## 1.4 CALL ABANDONMENT

**Unanswered Telemarketing Calls**
If a telemarketing call is not answered, it may not be disconnected prior to at least 15 seconds or 4 rings.

**Answered Telemarketing Calls**
For telemarketing calls that are answered, there should be no more than 3% may abandoned (i.e., not connected to a live person) for any 30-day period. If a live representative is not available to speak with the person answering the call, the caller must provide within 2 seconds, either (i) a recording stating that the call was for telemarketing purposes, identifying the caller, and providing a phone number for do-not-call request, or (ii) an interactive menu allowing the recipient to opt out.



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## 1.5 ARTIFICIAL OR PRERECORDED VOICE CALLS

Outbound communication terms and definitions are specific to this policy and guidance.

**Consent required for mobile numbers**
Calls that employ artificial or prerecorded voice may not be placed to a mobile number unless there is a valid consent on file from the recipient. If the call is made for advertising or telemarketing purposes, a prior express written consent is required. if the call is made for exclusively other purposes, then a prior express consent is required. Consents are discussed in section 1.8 of this Appendix.

**Consent Required for Landlines**
Calls that employ artificial or prerecorded voice may not be placed to a landline number unless there is a prior express written consent on file from the recipient.

**Required Content**
All artificial or prerecorded voice telephone messages must do the following:

- At the beginning of the message, identify the caller, including the state in which the business entity is domesticated
- During or after the message, provide the caller's contact number, allowing the recipient to opt out; and
- If the message includes an advertisement or telemarketing and is delivered to a landline, provide an interactive and functioning opt-out mechanism (or, if left on a voicemail, a phone number with an interactive opt-out mechanism).

## 1.6 TEXT MESSAGES AND RINGLESS VOICEMAILS

**Consent required**
Generally, as with autodialer calls, mass texts and ringless voicemails may not be sent to any recipients who did not provide the appropriate consent to receive such communication. Consents are discussed in section 1.8 of this guide.



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# SECTION 1:
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## 1.7 FAXING

**Established Business Relationship and Permissible Source**
Unsolicited advertisements may only be sent to recipients with whom the sender has an established, existing business relationship, defined as voluntary relationship established by two-way communication between the entity and the person. Additionally, the fax number must have been obtained from the recipient in the context of the relationship, or else from a directory, advertisement, or website to which the recipient provided the number.

**Opt-Out Notice and Mechanism**
The unsolicited advertisement must conspicuously (on first page) inform the recipient of the ability and means to avoid future unsolicited advertisements, including a toll-free phone number. The sender must honor all opt-out requests.

## 1.8 CONSENTS

**Prior Express Consent**
A prior express consent is any provision (written or oral) of consent to receive calls at a particular phone number. Generally, when a consumer knowingly provides a phone number to a business, the consumer gives permission to send commercial calls or messages to the number provided.

**Prior Express Written Consent**
A prior express written consent is an agreement, in writing and signed (or e-signed), that authorizes the seller to deliver to the person called advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice, and the telephone number to which the signatory authorizes the messages to be delivered. The written agreement must include clear and conspicuous disclosures that include the following.

i. the recipient authorizes the seller to deliver or cause to be delivered telemarketing calls using an autodialer or artificial or prerecorded voice, and

ii. the recipient is not required to sign the agreement as a condition of purchasing any good or service

# SECTION 1:
# GENERAL GUIDELINES AND DEFINITIONS

**Revocation**

A consent may be revoked at any time by the person who provided the consent.

**Summary**

The following chart summarizes the consent types and the permitted communications for each type of consent.

### No Consent

| | |
|---|---|
| **Description** | No previous contact with recipient, or<br><br>Some previous contact but recipient did not provide consent to be contacted or his/her contact information. |
| **Permitted Communications** | • Manual call<br>• Autodialer call to a landline number<br>• Direct mailing<br>• Email<br>• Social media<br><br>Calls may be made only during permissible hours and to numbers not on the DNC Registry. |

### Prior Express Consent

| | |
|---|---|
| **Description** | Recipient provides consent to be contacted by providing his/her contact information or indicating orally or in writing his/her willingness to be contacted. |
| **Permitted Communications** | • Any communication that is permitted without consent<br>• Manual call to a number that is on the DNC Registry<br>• Non-telemarketing, non-advertising call to a mobile number with the use of autodialer, or artificial or prerecorded voice |



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# SECTION 1:
# GENERAL GUIDELINES AND DEFINITIONS

**Prior Express Written Consent**

| | |
|---|---|
| **Description** | Written agreement that is signed (or e-signed), authorizing the Company to deliver to the recipient advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice.<br><br>The written agreement must clearly and conspicuously state that<br><br>• The recipient authorizes the company to deliver or cause to be delivered advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice<br><br>• The recipient is not required to sign the agreement as a condition of purchasing any good or service. |
| **Permitted Communications** | • Any communication that is permitted with prior express consent<br><br>• Telemarketing or advertising call to a mobile number with the use of autodialer or artificial or prerecorded voice<br><br>• Call to a landline with the use of artificial or prerecorded voice |

## 1.9 EMAIL MESSAGES

**Not Misleading**

Emails should not be misleading in any way. The header information, the subject line, and the "from" line should not contain any inaccurate, deceptive, or misleading information.

**Required Content: Identifier, Opt-Out, and Physical Address**

The email must contain a clear identification that the message is an advertisement or solicitation, a valid opt-out mechanism, and a valid physical postal address of the sender.

**Opt-Out Screening**

Emails may not be sent to addresses that opt-out of email communications.

## 1.10 PERMISSIBLE HOURS

The permitted hours under federal law are 8 a.m. and 9 p.m. The caller should consult the state law for the recipient to determine the permissible hours for calls in the recipient's state. Most states permit calls made on weekdays between 9 a.m. and 6 p.m.



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# SECTION 2: COMMUNICATIONS WITH AGENTS

## 2.1 COMMUNICATIONS WITH EXISTING AGENTS

Communication with existing agents is not limited if there is an established business relationship. A business relationship with an agent is created when a prospective agent agrees to contract with or sell for the agency or has asked to be placed on company distribution lists. This business relationship allows outbound communication including both manual and automated communication; provided the recipient has not asked to be taken off marketing communication via an opt-out request.

Allowable communication includes:

- a manual call
- an autodialer call to a landline number
- manual cell phone calls and texts
- direct mailing
- email
- social media

Automated, prerecorded, and ringless voicemail communications are allowed if there is prior express written consent from the agent to receive automated messages. These restricted automated messages include automated calls, texts, prerecorded voice messages or ringless voicemails to cell phones.

Consent for automated communication to existing agents can be obtained by adding a disclosure message addressing the automated communications to an agent on-boarding form, website acknowledgement or online web form.

**Sample agent consent for automated messaging**

*"I understand that the company may deliver advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice message regarding information or opportunities with the company. I also understand that this is not a condition of receiving services or products from the company."*



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# SECTION 2:
# COMMUNICATIONS WITH AGENTS

## 2.2 COMMUNICATIONS WITH PROSPECTIVE AGENTS

**Agent Leads Without Consent**
For agent leads where the recipient did not provide any consent to be contacted about the sales of insurance products, the only permissible communications are:

- a manual call
- an autodialer call to a landline number
- direct mailing
- email
- social media

Any call may be made only during permissible hours and only to numbers that are not on the Do-Not-Call federal registry ("DNC Registry"). Any email must be compliant with the Communication Guidelines.

Automated communications to a mobile number of a prospective agent (lead) must have prior express written consent to the outbound automated communication, even if the call is from one business to another business.

**How do we obtain consent?**
Send an email to agents and ask them to consent to marketing by "Text AGENT to 22543" be considered written consent, this email must also include the following.

*I understand that the company may deliver advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice message regarding information or opportunities with the company. I also understand that this is not a condition of receiving services or products from the company provide the ability to unsubscribe.*

If we do not intend to do automated precorded voice messages or ringlesss voice messages then the consent language can be modified for the specific marketing plans. This email subject must not be misleading.

# SECTION 2:
# COMMUNICATIONS WITH AGENTS

**Agent Leads With Consent**

If a consent is obtained, communication may be made within the scope of such consent. For example, "blast" texts offering the sale of leads to agents may only be sent to agents that consented in writing to receive telemarketing texts from the company or its affiliate. The consent summary table in section 1.8 outlines permitted communications by consent type.

**Consent Revocation**

When an agent requests not to be contacted, such agent's information must be removed from the agent contact list and not contacted in the future.

# SECTION 3: COMMUNICATIONS WITH POLICYHOLDERS & CONSUMERS

## 3.1 COMMUNICATION WITH POLICYHOLDERS

### Communications With Consent

Policyholders often provide either a prior express consent or a prior express written consent to be contacted in connection with insurance products. We may contact such policyholders via methods that are permissible under the consent that is granted. For example, if a policyholder provided his/her phone number to the company for the purpose of obtaining information regarding insurance products, the company may contact the policyholder by methods that require prior express consent. While consents generally do not expire, the company should make reasonable effort to ensure that applicable consents have been granted or re-affirmed in the 18 months preceding the outbound communication. The consent summary table in section 1.8 outlines permitted communications by consent type.

### Established Business Relationship and Consent

New policyholders who obtain an insurance policy through the company are considered to be in an "established business relationship" with the company for 18 months following the purchase/transaction. During this time, unless a policyholder requests to opt out from communications, policyholders may be called manually for solicitation even if they are on the DNC Registry.

After 18 months pass, the policyholder may be contacted within the scope of the consent from such policyholder. For example, if a person provides a phone number to the company for the purpose of obtaining information regarding insurance policies, and then purchases an insurance policy, the person may be contacted with information regarding insurance policies after the 18-month business relationship expires, based on the original consent.

# SECTION 3: COMMUNICATIONS WITH POLICYHOLDERS & CONSUMERS

## 3.2 COMMUNICATIONS WITH CONSUMERS

### Consumer Leads Without Consent

For leads where the recipient did not provide any consent to be contacted about insurance products, the only permissible communications are as follows.

- a manual call
- an autodialer call to a landline number
- direct mailing
- email
- social media

Permissible calls may be made only during permissible hours and only to numbers that are not on the DNC Registry. Any email must be compliant with the Communication Guidelines. The consent summary table in section 1.8 outlines permitted communications by consent type.

Obtain consent for outbound telemarketing with a suitable business reply card, digital lead or website form.

### Consumer Leads With Consent

Communication to prospective consumers who provided a consent to be contacted (e.g., by responding to a direct mailer or filling out a quote request online) must be within the scope of the consent. For example, if the prospective consumer's only consent is the provision of a phone number, such consent is not a prior express written consent. Without prior express written consent, telemarketing or advertising calls to a recipient may not be made with the assistance of an autodialer or artificial or prerecorded voice. The consent summary table in section 1.8 outlines permitted communications by consent type.

### Automatic Assistance Line

A phone/contact number may be established to allow consumers to dial the number to obtain or provide information regarding the purchase of insurance, whether via an automatic process or by speaking with a representative. This type of marketing doesn't require any type of prior express consent.

# SECTION 4:
# OPT-OUT REQUESTS

**Opt-Out Request Interpretation**

Any request, whether written, oral, or electronic, that can be reasonably interpreted to be a request not to be contacted in the future, should be treated as an opt-out request from future communications. For example, if the recipient states that they "would prefer not to receive calls about this," the request should be interpreted as an opt-out request for all future solicitation communications, including calls and texts.

**Recording Requests**

A request by any individual to be excluded from any future communications must be recorded and maintained in an opt-out log. Recorded opt-out logs must be retained for a period of not less than ten (10) years.

**Executing Requests**

Telemarketer (caller) must have a mechanism in place to implement recipient's opt-out requests within seven (7) days.

**Reviewing Opt-Out Logs**

A report summarizing opt-out requests should be reviewed by the Compliance Officer regularly to monitor for increases in opt-out requests that may indicate that a change in outbound communication practices is required.

# SECTION 5: OBTAINING & MAINTAINING APPROPRIATE CONSENTS

### Confirm Valid Consents

Prior to making an outbound communication that requires prior consent from the recipient, caller/telemarketer must ensure that such consent is present and that such consent has not been revoked by an opt-out request.

### No Consent

| | |
|---|---|
| **Agent Example** | Prospective agent's contact information is posted on a Department of Insurance website or provided from a vendor. |
| **Consumer Example** | Consumer's contact information is provided to the company by a friend as a potential referral. |
| **Consent Description** | If you have no previous contact with recipient, or<br>• Some previous contact but recipient did not provide consent to be contacted or his/her contact information. |
| **Permitted Communications** | • Manual call<br>• Autodialer call to a landline number<br>• Direct mailing<br>• Email<br>• Social media<br>Calls may be made only during permissible hours and to numbers not on the DNC Registry. |

### Prior Express Consent

| | |
|---|---|
| **Agent Example** | Agent provides agent's phone number on agency's online form for agents interested in working with the company. |
| **Consumer Example** | Consumer states on the phone that they would like to receive future communications about products. |
| **Consent Description** | Recipient provides consent to be contacted by providing his/her contact information or indicating orally or in writing his/her willingness to be contacted. |
| **Permitted Communications** | • Any communication that is permitted without consent<br>• Manual call to a number that is on the DNC Registry<br>• Non-telemarketing, non-advertising call to a mobile number with the use of autodialer, or artificial or prerecorded voice |



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# SECTION 5: OBTAINING & MAINTAINING APPROPRIATE CONSENTS

### Prior Express Consent

| | |
|---|---|
| **Agent Example** | Agent provides their phone number on an online form for agents interested in working with the company, which among other things states, "I understand that Partner may deliver advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice regarding opportunities for agents with Partner. This authorization is not a condition of purchasing any good or service." |
| **Consumer Example** | Consumer fills out a direct mail response card with their contact information, and checks a box that states "I would like to receive information regarding insurance products that are relevant to me at the number below, which may include advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice. This authorization is not a condition of purchasing any good or service." |
| **Consent Description** | Written agreement that is signed (or e-signed), authorizing the company to deliver to the recipient advertisements or telemarketing messages using an autodialer or an artificial or prerecorded voice.<br><br>The written agreement must clearly and conspicuously state that<br><br>• The recipient authorizes advertisements or telemarketing to to be delivered by company using an autodialer or an artificial or prerecorded voice<br><br>• The recipient is not required to sign the agreement as a condition of purchasing any good or service. |
| **Permitted Communications** | • Any communication that is permitted with prior express consent<br><br>• Telemarketing or advertising call to a mobile number with the use of autodialer or artificial or prerecorded voice<br><br>• Call to a landline with the use of artificial or prerecorded voice |

# SECTION 6: LEAD GENERATION, ACQUISITIONS, & SALES

**Lead Generation by Partner**

Any communication made for the purpose of generating "leads" (i.e., contact information for consumers interested in receiving information about insurance products) must comply with the Communication Guidelines. Most commonly, leads are generated via direct mailing, social media campaigns, and referrals.

When leads are generated by phone, only the following methods of communication may be used: (i) a manual call, or (ii) an autodialer call to a landline number.

Any call may be made only during permissible hours and only to numbers that are not on the DNC Registry. All leads generated for California residents must comply with the California Consumer Privacy Act of 2018. For additional information please contact your compliance officer.

**Lead Acquisition by Partner**

This section governs all leads purchased by the company, including leads that are purchased for the purpose of reselling the leads to agents. Leads may be purchased only from sources that follow the same practices as those outlined in the Communication Guidelines. Prior to acquiring leads from a lead vendor, partner must confirm that the leads were generated in a manner that would not violate this Policy if they were generated by the company.

The table below summarizes the notable considerations when acquiring leads from vendors, by medium type. Partner may purchase leads from a vendor only if a vendor agrees to terms and conditions substantially similar to the Lead Acquisition Terms and Conditions set forth in Appendix 1, including vendor's (i) representation that it complied with applicable laws in generating the leads, including the Telephone Consumer Protection Act and the California Consumer Privacy Act (CCPA), and (ii) agreement to indemnify partner for damages resulting for non-compliant generation of the leads.

| Source of Leads | Notable Considerations |
|---|---|
| Direct Mailing | • Communication should not be deceptive.<br>• Mailed card should include adequate consent to be contacted. |
| Social Media | • Communication should not be deceptive.<br>• Online form should include adequate consent to be contacted. |
| Telemarketing | • Numbers should be scrubbed against the DNC Registry.<br>• No use of auto dialer for mobile numbers. |

# SECTION 6: LEAD GENERATION, ACQUISITIONS, & SALES

**Lead Acquisition by Agents**
Where partner assists agents in the selection of lead vendors, the vendor must comply with the standards discussed in *Lead Acquisition by Partner* in section 6 above.

**Lead Sales by Partner**
Partner may sell leads to other parties, including to independent agents, only if such buying party agrees to terms and conditions substantially similar to the terms and conditions in the Lead Sales Terms and Conditions set forth in Appendix 2, including that (i) the leads are provided "as is," (ii) partner is not liable for any claims or damages arising from contacting the leads, and (iii) the buyer will comply with applicable laws when contacting the leads.

**Selling Leads to Multiple Parties**
Where partner sells a lead to multiple parties, partner must comply with all consumer opt-out requests received directly by the partner or relayed to partner by any lead purchaser. Leads for consumers requesting to opt-out of all future communication should be removed from lead inventory and not sold to subsequent lead purchasers.

**California Lead Generation and Sales**
California lead generation and sales practices must comply with the CCPA. A partner that generates consumer or agent leads from California residents must comply with all CCPA requirements, including the following:

- Post and regularly update a privacy notice on partner's website, which includes (among other things) the following:
    - Disclosure that partner collects personal information (PI) of California residents and description of the PI collected;
    - Disclosure that partner sells the PI and a description of the buyer categories;
    - Acknowledgement of consumer rights with regard to their PI:
        - The right to know what PI is collected, used, shared or sold;
        - The right to delete PI held by a business and a business's service provider;
        - The right to opt-out of having PI sold; and
        - The right to non-discrimination when exercising any of the above rights;
- Maintain a public-facing mechanism to respond to consumer requests under the CCPA within 45 days.



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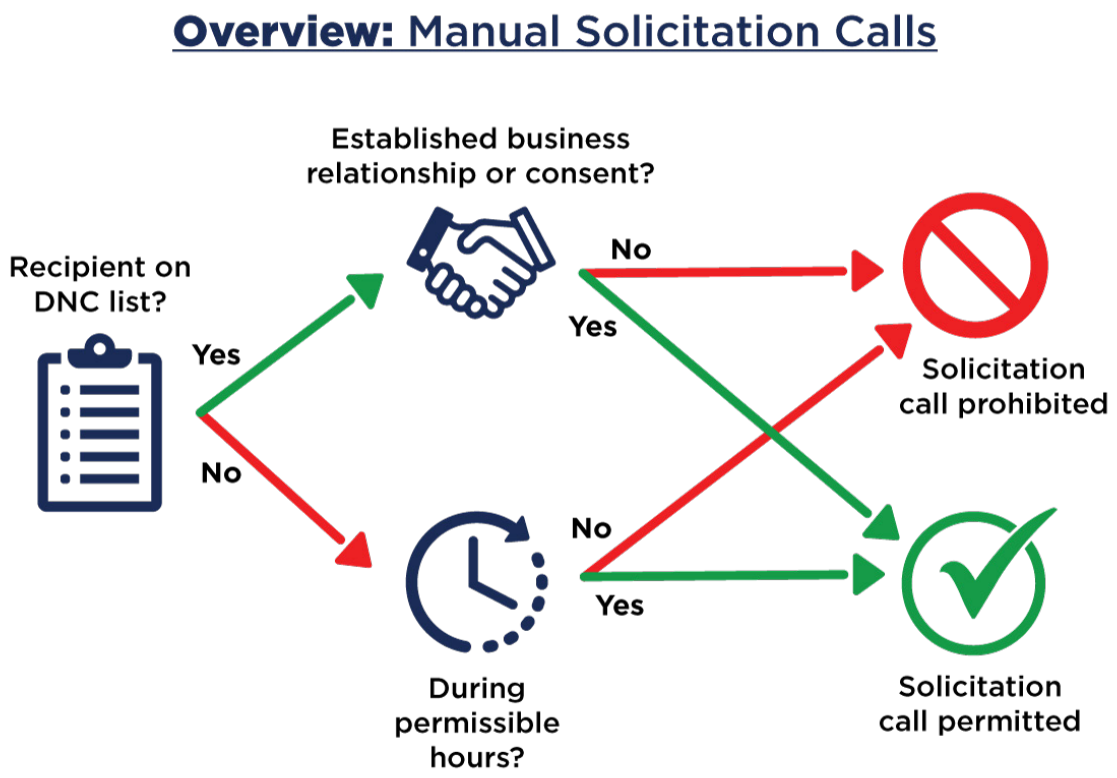
# SECTION 7: TRAINING

**Employee Training**

All partner staff receive training on outbound communications at hiring and on an annual basis. Such training includes this Policy, including the Communication Guidelines.

# SECTION 8: OUTBOUND COMMUNICATION FLOW CHART

## MANUAL SOLICITATION CALLS



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# SECTION 9: RESOURCES

**National Do Not Call Registry**

DNC Registry database: https://telemarketing.donotcall.gov/

DNC Registry Q&A for telemarketers (note that this guidance discusses the Telemarketing Sales Rule, without address additional requirements under the TCPA, such as compliance requirements for business-to-business calls):

https://www.ftc.gov/tips-advice/business-center/guidance/qa-telemarketers-sellers-about-dnc-provisions-tsr#callsandorgs

**DNC Registry**

The DNC Registry is available at: https://telemarketing.donotcall.gov/.

# APPENDIX 1: LEAD ACQUISITION TERMS & CONDITIONS

## LEAD ACQUISITION TERMS AND CONDITIONS

These terms and conditions ("Terms") govern the acquisition of curated contact information ("Leads") by the entity or individual identified on the signature page ("Buyer") from the vendor identified on the signature page ("Vendor"). The Buyer and Vendor are each referred to as a "Party" and collectively as "Parties" to these Terms.

Vendor is in the business of generating Leads from various sources and selling such Leads to other parties. Buyer is interested in acquiring Leads from Vendor to use such Leads for commercial purposes, including offering of a product or service.

**1. Acquisition of Leads Subject to These Terms.**

The Parties agreed for Buyer to acquire Leads from Vendor at the price and upon business terms agreed to by the Parties. The Buyer's acquisition of Leads from Vendor shall be subject to these Terms, governing compliance with the law and related indemnification. These Terms supersede any other agreements or terms and conditions, including any standard terms and conditions provided by Vendor. If Vendor cannot comply with these Terms, Vendor must immediately notify Buyer and discontinue all further sales of Leads to Buyer.

**2. Generation of Leads Compliant with Law.**

Vendor represents and warrants that, in generating the Leads, Vendor complied with all applicable law, including, without limitation, all state laws, the Telephone Consumer Protection Act of 1991 ("TCPA"), the Telemarketing Sales Rule ("TSR"), and the California Consumer Privacy Act, to the extent these laws are applicable.

For Leads generated via direct mailing, Vendor represents and warrants that the consent obtained via the cards returned to Vendor constitutes adequate consent under the TCPA for the communications contemplated by Buyer or Buyer's agents.

Vendor shall notify Buyer immediately if Vendor receives any communication opt-out request from any person whose information was sold to Buyer as a Lead.

# APPENDIX 1: LEAD ACQUISITION TERMS & CONDITIONS

Vendor represents and warrants that, in generating the Leads, Vendor (and any subcontractor of Vendor) did not:

i. use any automatic telephone dialing system ("Autodialer"), mass texting, prerecorded messages, artificial voice calls, or telemarketing service;

ii. purchase or use leads that have been generated using any Autodialer, mass texting, prerecorded messages, artificial voice calls, or telemarketing service;

iii. contact any person by phone, text, or fax unless a proper consent from recipient was received (if applicable) and the number was not listed on the National Do-Not-Call Registry or any applicable state do-not-call registry;

iv. misrepresent the purpose for which the contact information was collected or the party from which the request was sent, including the misleading or deceptive use of third-party information such as bank names;

v. violate the terms of service of any website or social media platform;

vi. contact, generate, or use contact information or any other materials in any way that is not compliant with any federal or state law including, without limitation, TCPA, TSR, and CCPA;

vii. fail to disclose to Buyer that Vendor sold or intends to sell any Lead to another person; or

viii. fail to disclose to Buyer that Vendor received an opt-out request from a Lead.

ix. Vendor shall defend, indemnify, and hold harmless Buyer and its affiliates and their respective directors, officers, managers, and employees and their respective successors and assigns (the "Buyer Indemnitees") against all losses (including liabilities, penalties, damages, costs, fines, expenses, judgments, settlements, and all related out-of-pocket expenses and reasonable attorneys' and accountants' fees and expenses) suffered, sustained, or incurred by any Buyer Indemnitee resulting from any breach of any representation or obligation of Vendor in these Terms.

# APPENDIX 1: LEAD ACQUISITION TERMS & CONDITIONS

3. **Use of Leads Compliant with Law.**
   Buyer represents and warrants that it and its agents will use the Leads in compliance with applicable laws, including TCPA, TSR, CCPA, and state laws. Buyer will not use an Autodialer mass texting, prerecorded messages, or artificial voice calls in contacting the Leads.

4. **Disputes.**
   All disputes pertaining to these Terms shall be resolved by binding arbitration governed by the rules of the American Arbitration Association ("AAA"). If the Parties are unable to agree upon an arbitrator within seven days of delivery of a demand for arbitration, then the AAA will appoint the arbitrator in accordance with the AAA rules. These Terms are governed by the laws of the State of Texas irrespective of its conflict of law provisions. Venue for any arbitration or any other action brought hereunder shall lie exclusively in Dallas, Texas.

5. **Severability.**
   If any term herein is to any extent determined to be illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

| Buyer | Vendor |
|---|---|
| **Signature:** _____ | **Signature:** _____ |
| **Date:** _____ | **Date:** _____ |
| **Name:** _____ | **Name:** _____ |
| **Company:** _____ | **Company:** _____ |



North American Senior Benefits
AN INTEGRITY COMPANY

# APPENDIX 2:
# LEAD SALES AGREEMENT

## LEAD SALES TERMS AND CONDITIONS

These terms and conditions ("Terms") govern the acquisition of curated contact information ("Leads") by the entity or individual identified on the signature page ("Buyer") from the company identified on the signature page ("Seller"). The Buyer and Seller are each referred to as a "Party" and collectively as "Parties" to these Terms.

Seller is in the business of generating Leads from various sources and selling such Leads to other parties. Buyer is interested in acquiring Leads from Seller to use such Leads for commercial purposes, including offering of a product or service.

**1. Acquisition of Leads Subject to these Terms.**

The Parties agreed for Buyer to acquire Leads from Seller at the price and upon business terms agreed to by the Parties. The Buyer's acquisition of Leads from Seller shall be subject to these Terms, governing warranties and compliance with the law. These Terms supersede any other agreements or terms and conditions between the Parties. If Buyer cannot comply with these Terms, Buyer must immediately notify Seller and discontinue all further use of the Leads.

**2. No Warranty.**

SELLER SELLS THE LEADS TO BUYER ON AN "AS IS" BASIS. WHILE SELLER STRIVES TO COMPLY WITH ALL APPLICABLE LAWS IN GENERATING THE LEADS, SELLER DOES NOT MAKE ANY REPRESENTATIONS WITH RESPECT TO THE MERCHANTABILITY OF THE LEADS, THE LEADS' FITNESS FOR ANY SPECIFIC PURPOSE, THE METHODS USED FOR THE GENERATION OF THE LEADS, OR THE ACCURACY OF THE INFORMATION IN THE LEADS. SELLER SHALL NOT BE LIABLE FOR ANY LIABILITY RESULTING FROM BUYER'S USE OF THE LEADS.

**3. Use of Leads Compliant with Law.**

In using the Leads, Buyer shall comply with all applicable law, including, without limitation, the Telephone Consumer Protection Act of 1991 and the Telemarketing Sales Rule.



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# APPENDIX 2:
# LEAD SALES AGREEMENT

Buyer represents and warrants that Buyer (and any subcontractor of Buyer) will not:

i. use any automatic telephone dialing system, mass texting, prerecorded messages, artificial voice calls, or telemarketing service to contact the Leads;

ii. sell the Leads or provide access to the Leads to another party;

iii. contact any Leads that are listed on the National Do-Not-Call Registry or any applicable state do-not-call registry;

iv. engage in any deceptive practices when using the Leads; or

v. use the Leads in any way that is not fully compliant with all federal and state laws including, without limitation, the Telephone Consumer Protection Act of 1991 and the Telemarketing Sales Rule.

**4. Indemnification by Buyer.**

Buyer shall defend, indemnify, and hold harmless Seller and its affiliates and their respective directors, officers, managers, and employees and their respective successors and assigns (the "Seller Indemnitees") against all losses (including liabilities, penalties, damages, costs, fines, expenses, judgments, settlements, and all related out-of-pocket expenses and reasonable attorneys' and accountants' fees and expenses) suffered, sustained, or incurred by any Seller Indemnitee resulting from any breach of any representation or warranty of Buyer in these Terms.

**5. Severability.**

If any term herein is to any extent determined to be illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.



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# APPENDIX 2:
# LEAD SALES AGREEMENT

| Buyer | Seller |
| --- | --- |
| **Signature:** _____ | **Signature:** _____ |
| **Date:** _____ | **Date:** _____ |
| **Name:** _____ | **Name:** _____ |
| **Company (if applicable):** _____ | **Company:** _____ |



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