

# **ONELIST SERVICE AGREEMENT**

Effective Date: July 1, 2010

This Agreement contains the terms and conditions under which ATGroup.com, Inc. (“ATGroup”) offers its OneList Services (the “OS”). The OS allows you (“Broker”) to keep and store certain business listing data (“Service Data”) with ATGroup and authorize ATGroup to make the Service Data available to certain websites that have entered into agreements with ATGroup. Your use of the OS constitutes your affirmative and binding acceptance of this Agreement.

## **1. Service Agreement and Other Relevant Documents**

This Agreement provides for the terms and conditions under which the OS is provided and incorporates by reference and all related rules, policies, and procedures promulgated by ATGroup with reference to the OS. ATGroup reserves the right to add or delete any of its services at any time. If additional Services are offered, ATGroup may in its sole discretion adopt additional rules, regulations, or terms of service concerning the additional Services.

## **2. Use of the OS**

### **2.1 Requirements for the Use of the OS**

In order to use the OS Broker must be a member or user in good standing with a group or organization that operates with either the BBMS or InBLISS systems. Broker must be either full participating member or a full non-participating member in the BBMS or InBLISS systems (“Required Subscriptions”) for each service to be included in Broker’s OS. Site Customer profiles may be set up through our online process. Broker is responsible for knowing Broker’s user name and Password for the Required Subscriptions for use with the OS. Broker is responsible for maintaining a good standing status with all Required Subscriptions. Failure to do so may inhibit Broker’s ability to utilize the OS.

**2.2 Subscribing to the OS.** At the time Broker subscribes to the OS, Broker must give ATGroup complete contact information including Broker’s name, title, company name, current address, phone number, email address, and credit card information for the billing of the OS. If you do not provide all of the above information, you will not be able to utilize the OS. If any of the above information changes you must immediately notify ATGroup. Failure to do so may result in ATGroup immediately terminating your ability to utilize the OS. For security purposes, you will also have to select a password for your account in order to prevent access to your profile by an unauthorized third party. To protect the security of your profile as well as the OS in general, you must notify ATGroup in the event you believe that your password or the security of your profile has been compromised.

### **2.3 Payment of Fees and Term**

Subscription to the OS costs as published in the Rates on the website or as quoted in written format. Subscription costs are to be paid on a month-to-month basis by credit card payment. By entering into the Agreement, Broker authorizes ATGroup to charge the credit card listed on file with ATGroup. Site Customers are not entitled to a refund of any fees upon termination. ATGroup reserves the right to remove the content and discontinue the services of any OS customer who does not pay fees due.

## **3. OS Content**

### **3.1 Delivery of Data to ATGroup**

You must electronically deliver to ATGroup through the Required Subscriptions all content and data you wish to use in conjunction with the OS. This includes but is not limited to, all artwork, graphics, or text to be used in your profile and all other Service Data that may be utilized in the OS.

### **3.2 No Endorsement of Broker Service Data**

You are solely responsible for all Service Data that you upload or otherwise make available on or through the OS. You acknowledge and agree that ATGroup is providing a content listing service only and that ATGroup does not endorse, recommend, or otherwise make any representations regarding the Service Data or the quality of services offered by Broker, and that ATGroup is not responsible or liable for any Broker Service Data, even though it may be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or may infringe upon the intellectual property or other rights of another. Broker acknowledges that ATGroup does not pre-screen Service Data, and has no obligation to do so, but that ATGroup and its designees will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any Service Data that is posted on or through the OS.

## **4. Licensing Service Data to ATGroup**

By the act of uploading your Service Data to ATGroup through the Required Subscriptions, you grant ATGroup a royalty free, worldwide, transferable, nonexclusive license with the right to sublicense, to such Content and Data, in all media now or in the future for the purposes of facilitating and providing the OS. This license remains in effect for the duration of this Agreement. ATGroup may sublicense the rights that Broker grants it in this Section to a third party subcontractor only for purposes of providing the OS to Broker.

## **5. Site Customer Responsibilities**

### **5.1 Conduct**

At all times in your use of the Services you must act in a businesslike manner, utilizing common sense, a general respect for ATGroup and third parties, and act in accordance with all applicable laws and regulations. As the owner of an account Broker must assure that all of your employees, agents, or independent contractors, as well as any Content contained in the OS comply with the terms and conditions of this Agreement, and all ancillary agreements, and all applicable laws, regulations, and rules.

## 5.2 Content

Broker attests that its use of the OS, as well as the Content or Data are not: 1) generally offensive or inappropriate as determined by ATGroup in its sole discretion; 2) obscene or pornographic; 3) libelous, slanderous, or otherwise defamatory; 4) designed or intended to harass, threaten, or intimidate others; 5) in violation of any applicable, rule, law regulation or ordinance; 6) exploitative of the images or likeness of minors; or 7) infringing on any right of a third party including, but not limited to, any rights relating to trademarks, copyrights, trade secret, trade dress, patent, right of publicity, or rights of privacy.

## 5.3 Confidentiality and Nondisclosure

You understand that in your use of the OS or of the OneList Website, confidential information (collectively, "Information") may be revealed to you, including, but not limited to: trade secrets (confidential, proprietary, or other non-public information); financial, or other information; formulas; processes; ideas; inventions (whether subject to patent, copyright, or trade mark protection or not); technical specifications; designs and design concepts, whether in whole or in part; marketing and publicity ideas, concepts, and plans; web-enabled tools, all components, functionality, and content of the ATGroup's website and other computer systems or models and the results therefrom; financial and other data; customer and product development plans; forecasts; strategies; analytics; concepts; letters of intent; and contracts related to the business of ATGroup ("Disclosing Parties").

Regardless of whether or not such Information is marked "Confidential," you will keep all Information confidential, and will not, without the Disclosing Party's prior written consent, disclose Information to any third party, nor will you use any Information for purposes other than those set forth in this Agreement. You agree not to provide third parties with passwords or other methods of access to your account, web-enabled tools, or other OS. You will not to copy or transmit, electronically or otherwise, any Information. You will not use any Information, including designs (in whole or in part) and concepts, for the purposes of competing or creating competing products to the OS. You will use the OS and OneList Website only for legitimate business purposes.

You agree that Broker's agents, contractors, consultants, and employees are bound by this Agreement as if each had signed a copy. Any employee or consultant given access by you to any Information must have a legitimate "need to know."

#### 5.4 Site Customer Representation and Warranty

Broker represents and warrants to ATGroup that all of the information supplied to ATGroup is true. Broker is solely liable for any error, misrepresentation, libel, or slander contained within their Content or Data, Personal Information, and any other information otherwise provided by Broker to ATGroup. Broker also represents and warrants to FindInsuranceServices.com that your use of the OS will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity, or any other legal right of any third party and will comply with all applicable laws, rules, and regulations. Broker further represents and warrants to ATGroup that Broker is the true owner of the Content or Data and that the content is free from any and all liens, encumbrances, or any other restrictions on Broker's right to display or use the content, and that there are, to the best of Broker's knowledge, no pending or threatened claims, demands, or litigation concerning any of the Content or Data. Furthermore, Broker represents to ATGroup that ATGroup will not be required to make any payments such as licensing fees or royalties to any third party in connection with the Content or Data.

### 6. **Marketing and Advertising**

#### 6.1 Advertising by ATGroup

ATGroup, may at its option, but is under no compulsion, promote your business, services, or profile by featuring them in newsletters, or on the OneList Website, through directories on the Website, by referrals, or by highlighting Broker's business, services, or profile in communications with third parties. Broker shall not be responsible for additional compensation for any promotion of your business, services, or profile which is undertaken by ATGroup on the OneList website.

### 7. **General Terms and Conditions**

#### 7.1 Amendments or Modifications

ATGroup reserves the right to add, delete, or modify in any way and in its sole discretion, any of the terms and conditions contained in this Agreement. You may be notified of any changes of this Agreement by postings alerting users to changes on the OneList website. If any change is unacceptable to Broker, Broker's only recourse is to terminate this Agreement and discontinue your use of the OS. Broker's continued use of the OS, following the notice of

a change to this Agreement shall constitute affirmative binding acceptance of the changes.

#### 7.2 Indemnification

Broker will indemnify and hold ATGroup and its employees, representatives, agents, affiliates, directors, officers, managers, and shareholders (the "Indemnified Parties") harmless from any damage, loss, or expense, including without limitation, attorneys' fees and costs, incurred in connection with any third-party claim, demand, or action (a "Claim") brought against any of the Indemnified Parties alleging that Broker breached any of this Agreement through any act or omission. If Broker is required to indemnify ATGroup under this Section, ATGroup will have the right to control the defense, settlement, and resolution of any Claim at Broker's sole expense. Broker may not settle or otherwise resolve any Claim without ATGroup's prior express written consent.

#### 7.3 Termination

Broker may terminate this agreement at any time, for any reason, upon 30 days written notice or by contacting us through our web form. ATGroup in its sole discretion may at any time suspend or terminate your use of the OS, remove any profile and all of its Service Data from ATGroup servers, and prohibit you from opening a new profile. After termination either by Broker or by ATGroup, ATGroup may remove all Service Data or other materials from its servers without any liability to Broker or any other third party and may deny Broker or any third party access to Broker's account. After termination of this Agreement by either party, Broker must immediately cease any representations of affiliation with ATGroup or the OS.

#### 7.4 Warranty Disclaimer

ATGROUP PROVIDES THE OS ON AN "AS IS" AND "AS AVAILABLE" BASIS. ATGROUP DOES NOT REPRESENT OR WARRANT THAT THE OS OR THEIR USE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS. ATGROUP MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT.

#### 7.5 EXCLUSION OF DAMAGES

ATGROUP WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE,

OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH THE USE OF SERVICES, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 7.6 LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF A ATGROUP'S REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, IN NO EVENT WILL THE LIABILITY OF ATGROUP IN CONNECTION WITH THE OS OR THIS AGREEMENT EXCEED THE AMOUNTS PAID, BY BROKER DURING THE PREVIOUS SIX MONTHS.

#### 7.4 Dispute Resolution

The OS are services provided, controlled, and operated by ATGroup, which has its principal place of business in the State of Florida, United States of America. ATGroup makes no representation that the Site is available or appropriate for users in all jurisdictions. Broker acknowledges that Broker uses the OS on their own initiative and are responsible for compliance with applicable laws, regulations and treaty provisions. These terms and conditions and Broker's agreement to be bound by them shall, to the maximum lawful extent, be governed in accordance with the laws of the State of Florida without reference to principles of conflicts of laws. Broker and ATGroup agree that the state and federal courts located in Florida shall be the exclusive forum for the resolution of all disputes between Broker and ATGroup relating to Broker's use of the OS. Broker and FindInsuranceServices.com hereby consent to the personal jurisdiction of these courts. To the extent permitted by applicable law, you and ATGroup waive the right to a trial by jury. If the foregoing exclusive forum provision is unenforceable or inapplicable to a dispute between Broker and ATGroup, Broker and ATGroup agree that such dispute shall be resolved and finally settled by mutually binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association by one arbitrator in accordance with said rules. To the extent permitted by said rules, the location of the arbitration shall be in Tampa, Florida. The arbitrator shall apply Florida law without reference to conflict of laws principles. In the event of any controversy, claim, or action between Broker and ATGroup, arising from or related to this Agreement, the prevailing party will be entitled to receive from the other party its reasonable attorneys' fees and costs.

#### 7.8 Entire Agreement.

This Agreement, all of the policies and other agreements mentioned in this Agreement, which are each hereby incorporated herein by reference, contain the entire understanding of the parties regarding its subject matter, and

supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.

7.9 No Waiver.

No failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

7.10 No Partnership or Joint Venture.

Broker and ATGroup are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

7.11 Severability.

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, all of which will remain in full force and effect.

7.12 Intellectual Property Rights

All intellectual property rights and all other rights, title, and interest in and to the OS and OneList Website, except as expressly provided for in this Agreement are and shall remain the exclusive property of ATGroup. Such rights include, but are not limited to, any and all trademark rights including rights to the mark ONELIST; all copyrights in and to the Website, and any proprietary rights used in providing the OS, including, but not limited to computer software and hardware interfaces. Broker cannot acquire any right, title, or interest in or to the above mentioned rights through your use of the OS or Website under this Agreement or otherwise.

7.13 Third-Party Services

ATGroup in its absolute discretion use third parties to provide certain services comprising the OS. These third party independent contractors and vendors and are not related to ATGroup and ATGroup does not exercise any control or supervision over such contractors and vendors or the services that they provide. Broker agrees ATGroup will not be liable to you in any way for the use of such third party services. These third parties may have their own terms of use and other policies which govern their services. By utilizing the OS you agree comply with such terms and policies. In the event of a conflict between ATGroup's and a third party's TOS, rules or policies, ATGroup's terms, conditions, rules, or policies shall govern.

7.5 Survival

The following sections and obligations shall survive the termination of this Agreement: 1, 3.2, 3.3, 4, 5.3, 6.1, 7.2, 7.3, 7.4.