TopTopLeads

Lead Buyer Terms and Conditions

Version 2.2 · Effective date: November 23, 2026

These Terms and Conditions (the "Terms") apply to the purchase of lead data ("Leads") and consumer appointments ("Appointments") from AdSwapper Inc., doing business as TopTopLeads ("TopTopLeads", "we", "us"), by any person or business that registers for the TopTopLeads lead service by any method, including through the TopTopLeads customer portal, an online sign-up form, or our sales team (the "Buyer", "you"). You accept these Terms by checking the acceptance box in the customer portal or on a sign-up form, or by signing or electronically accepting a registration or order form that references these Terms. Acceptance is required before you can add a billing method or receive Leads. We keep a record of each acceptance, including the date, time, IP address, account user, and version of these Terms accepted. The person accepting these Terms represents that they are authorized to bind the Buyer's business. Leads are sold for business use only. If you have signed a separate Insertion Order or Lead Buyer Agreement with TopTopLeads, that signed agreement applies instead of these Terms.

1. The Service

1.1. Leads are delivered to your account in real time as they are generated, at the fixed price per Lead shown in your customer portal, and are limited to the verticals, coverage areas, and daily caps configured for your account.

1.2. For each vertical, your portal shows whether Leads are exclusive (sold only to you) or shared (the same consumer's request may be sold to up to four (4) buyers in total, including you). Unless your portal marks a Lead as exclusive, it is shared.

1.3. A Lead is delivered when it is posted to your portal or sent to the delivery method configured for your account (such as email, text message, or a CRM or webhook integration). Failures of your own systems, email filters, phones, or integration settings do not make a Lead undelivered or returnable.

1.4. You will not be charged for Leads delivered above your configured daily cap.

1.5. You are responsible for keeping your portal login credentials secure and for all activity and settings changes made through your account, including by your employees and contractors.

1.6. If your portal shows that your account buys Appointments, we will also deliver Appointments to you. An Appointment is a Lead for which we have scheduled a date and time for you to meet with the consumer about the requested service. An Appointment is delivered ("set") when its details, including the scheduled date and time, are posted to your portal or sent to the delivery method configured for your account. Section 1.3 applies to that delivery.

1.7. Appointments are exclusive: each Appointment is sold only to you.

1.8. Except where these Terms say otherwise, every provision of these Terms that applies to Leads also applies to Appointments.

2. No Volume Guarantee

Lead volume depends on consumer demand in your configured verticals and coverage areas. Nothing in these Terms guarantees any minimum volume of Leads.

3. Payment

3.1. Each Lead is charged when it is delivered to you. You must keep a valid card or bank account saved as your billing method in the customer portal. No deposit or prepaid balance is required.

3.2. Prices per Lead are as displayed in your customer portal at the time of delivery. We may change prices prospectively on at least seven (7) days' notice by email to the address on your account or by notice in your portal; changes never apply to Leads already delivered.

3.3. By saving a billing method in the customer portal, you authorize TopTopLeads and its payment processors to charge your saved card or debit your saved bank account for the price of each Lead when it is delivered and each Appointment when it is set. This authorization remains in effect until you remove the billing method or close your account. If a charge is declined, we may pause deliveries to your account until a valid billing method is saved, and you remain responsible for Leads and Appointments already delivered.

3.4. Delivered Leads are charged whether or not you contact them or convert them. You agree not to initiate chargebacks for delivered Leads or authorized charges; billing disputes are handled through the return policy in Section 4. If you initiate a chargeback, we may suspend your account, reverse related credits, and recover the chargeback amount plus a fee of $50 per chargeback and our reasonable collection costs.

3.5. You may stop purchasing at any time by pausing your campaigns in the portal or by closing your account. Leads and Appointments already delivered remain payable.

3.6. Any refund under these Terms is paid to your original payment method.

3.7. Prices do not include taxes. You are responsible for any sales, use, or similar taxes that apply to your purchase of Leads, other than taxes on our income.

3.8. The price of each Appointment is shown in your customer portal and is charged to your billing method when the Appointment is set, whether or not the Appointment later takes place. Refunds for cancelled and missed Appointments are covered in Section 4.

3.9. If we give your account a credit, such as a promotional or goodwill credit, it is applied to the price of your next Leads and Appointments before your billing method is charged. Credits have no cash value and are not refundable.

4. Lead and Appointment Returns and Refunds

4.1. You may request a refund for a Lead only on these grounds: (a) the phone number provided is disconnected or out of service; (b) the consumer states they never submitted a request for a quote, supported by a call recording, written message, or other reasonable evidence; (c) the Lead duplicates a Lead for the same consumer and service delivered to your account within the previous thirty (30) days; (d) the Lead is outside the verticals or coverage areas configured for your account at the time of delivery; or (e) the contact information is plainly fictitious (such as a fake name, profanity, or a test entry).

4.2. Return requests must be submitted within seven (7) days of Lead delivery, with the Lead identified and the reason stated. Approved Lead returns are refunded for the full price charged for the Lead to your original payment method, without deduction of payment processor fees.

4.3. Leads are not returnable because the consumer did not answer, chose another provider, or did not convert. Lead prices reflect this.

4.4. We decide return requests in good faith based on delivery data, consent records, and the information you provide, and our decision is final. We may review return patterns, and we reserve the right to refuse refunds and/or

close accounts where return claims are inconsistent with call records or delivery data.

4.5. Sections 4.1 to 4.3 apply to Leads only. Appointments are refunded only under Sections 4.6 to 4.9. Section 4.4 applies to both.

4.6. You may request a refund for an Appointment only if (a) the consumer cancelled the Appointment before the scheduled time and did not reschedule it with you, or (b) the consumer did not show up for the Appointment at the scheduled date and time.

4.7. Appointment refund requests must be submitted within seven (7) days after the scheduled Appointment date, with the Appointment identified, the reason stated, and reasonable evidence of the cancellation or no-show, such as the consumer's cancellation message, your call and text log showing your attempts to confirm or reach the consumer, or a time-stamped record showing you were present at the scheduled time and place.

4.8. Approved Appointment refunds are for the full price charged for the Appointment and are paid to your original payment method, without deduction of payment processor fees.

4.9. An Appointment is not refundable if you missed, were late for, or moved the Appointment, or if the consumer attended but was not interested, chose another provider, or did not buy. Appointment prices reflect this.

5. Your Use of Leads

5.1. You are solely responsible for your outreach. You agree to comply with all applicable laws in contacting Leads, including the Telephone Consumer Protection Act (TCPA), federal and state Do-Not-Call rules, state telemarketing and text-messaging laws (such as those in Florida, Oklahoma, and Maryland), CAN-SPAM, and applicable state privacy laws (including the CCPA). Consumers submit their information requesting contact about a specific service; that request does not transfer to unrelated offers.

5.2. You will honor any consumer's request to stop being contacted and maintain your own records of such requests. You will not use an automatic telephone dialing system, an artificial or prerecorded voice, or automated text messages to contact a Lead unless the consent the consumer gave covers that type of contact.

5.3. Leads contain consumers' personal information. You agree to protect it with reasonable administrative and technical safeguards and to use it only as permitted by these Terms and by law. You will keep Lead data no longer than reasonably needed for your business, delete a consumer's data when we forward you that consumer's deletion request, and notify us within seventy-two (72) hours of discovering any unauthorized access to Lead data.

5.4. Leads are for your own business use only. You will not resell, share, transfer, or disclose Leads, or allow any other business to contact them, other than your own employees and contractors acting on your behalf and subject to these Terms. If you breach this Section, we may close your account immediately and recover the damages caused by the breach.

5.5. You represent that you hold all licenses, registrations, and insurance required to perform the services you offer to consumers in your coverage areas, and that you will not misrepresent your identity or your relationship with the consumer's original request when contacting a Lead.

5.6. You will notify us in writing within five (5) business days of receiving any consumer complaint, demand letter, regulatory inquiry, or legal claim relating to a Lead, and you will cooperate with us in responding to it.

6. Our Representations

6.1. We represent that Leads are generated from consumers who submitted a request relating to the product or service in your configured vertical, and that Lead data is delivered to you as it was submitted to us, without fabrication

by us.

6.2. Where indicated in your portal or delivery documentation, Leads carry third-party consent certification (such as TrustedForm or Jornaya). On written request, we will provide the consent evidence we have available for a Lead, such as the certification record, the submitted form data, and the consent language shown to the consumer.

6.3. Except as stated in this Section 6, Leads are provided "as is". We make no warranty of merchantability, fitness for a particular purpose, accuracy of consumer-provided information, or any level of consumer responsiveness or conversion.

7. Liability

7.1. To the maximum extent permitted by law, TopTopLeads' total liability arising out of or relating to these Terms is limited to the amounts you paid us for Leads in the three (3) months preceding the event giving rise to the claim.

7.2. Neither party is liable to the other for indirect, incidental, consequential, or punitive damages, or for lost profits.

7.3. You will defend, indemnify, and hold harmless TopTopLeads and its officers, employees, and agents from all losses, damages, settlements, penalties, and costs (including reasonable attorneys' fees) arising from claims arising out of your contact with consumers, your use of Lead data, or your breach of Section 5, including alleged violations of the TCPA, Do-Not-Call rules, or privacy laws.

7.4. Sections 7.1 and 7.2 do not limit your payment obligations, your obligations under Section 7.3, or your liability for breach of Section 5.

8. Account Suspension and Termination

8.1. Either party may end the relationship at any time: you by ceasing purchases and requesting account closure, us by written notice. We may suspend or close accounts that breach these Terms, initiate chargebacks for delivered Leads, or use Leads unlawfully.

8.2. When your account is closed, Leads and Appointments already delivered remain payable, refunds already approved under Section 4 are still paid, and any unused credits under Section 3.9 lapse. If we close your account because of your breach, we may offset any amounts you owe us, including chargebacks, fees, and amounts owed under Section 7.3, against any refund due to you, and refund any remainder.

8.3. Sections 3, 4, 5, 6.3, 7, 8, and 9 survive termination.

9. General

9.1. These Terms are subject to the laws of the State of Missouri, and the state and federal courts located in Missouri have exclusive jurisdiction over disputes. Each party waives its right to a jury trial in any dispute relating to these Terms. In any action to enforce these Terms, the prevailing party may recover its reasonable attorneys' fees and costs.

9.2. We may update these Terms by posting a revised version at this page with a new effective date. Continued purchase of Leads after the effective date constitutes acceptance. Material changes will be notified via the email on your account at least fourteen (14) days before they take effect. If you do not accept a material change, you may close your account before it takes effect, and Section 8.2 applies.

9.3. If any provision of these Terms is found unenforceable, the remainder stays in effect. These Terms, together with the settings and pricing in your customer portal, are the entire agreement between you and TopTopLeads regarding portal Lead purchases.

9.4. You may not assign these Terms or your account without our written consent. We may assign these Terms in connection with a merger, acquisition, or sale of all or part of our business.

9.5. We may give you notices by email to the address on your account or through your portal. You must give us notices by email to support@toptopleads.com.

9.6. Neither party is liable for delays or failures caused by events beyond its reasonable control, except for payment obligations.

9.7. The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, or agency relationship, and there are no third-party beneficiaries of these Terms.

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