MLSmailingS.com"

Automated Postcard Marketing Service

Fax this side to: 1-800-336-9655

SECTION 1: MLS & COMPANY INFORMATION		
MLS BOARD:	OFFICE MLS ID#	_ AGENT MLS ID#
ARE YOU A TEAM?YESNO	(If a team, provide both/all Agent MLS IDs.)	
COMPANY NAME:		
COMPANY ADDRESS:	CITY/STATE	:
PRINT "Each Office Independently Owned and Operated"?	YESNO COMPANY ZIP CODE	i:
SECTION 2: AGENT INFORMATION (TO APPEAR ON	ALL POSTCARDS)	
NAME:		
TITLE:		
E-MAIL ADDRESS TO DISPLAY:	our account will be sent to this address. If you are a team, provide b	hoth/all amail addresses above)
WEBSITE:		ouvai emai audiesses above.)
(For example, "Call today for more information" or "Your property is as good as sold" etc.)		
TELEPHONE NUMBERS TO APPEAR (MAXIMUM OF FO	UR):	
SECTION 3: GENERAL INFORMATION		
NUMBER OF CARDS TO SEND PER ORDER (MIN. 100,	MAX. 5,000): CARD SIZE:	JUMBO STANDARD 8½" x 5½" 5½" x 4½"
PASSWORD FOR WEB ACCESS (MINIMUM SIX UPPER	CASE LETTERS):	
SECTION 4: CREDIT CARD BILLING INFORMATION		
CREDIT CARD #	EXP DATE:	
BILLING ADDRESS		
CITYSTAT	EZIPCVV sed or imprinted on the reverse side of Visa, MasterCard, and Disco	CODE:
(the CVV code is a three or four digit code emboss NAME AS IT APPEARS ON CREDIT CARD		ver caros and on the front of American Express cards)

Your account will be activated within five business days. You will receive an e-mail confirmation at that time. After your account is activated, you can upload your Agent Photo and Company Logo (if applicable) at **www.mlsmailings.com**. You can also send postcards for your current listings and your recent closings. By signing this User Agreement, you are agreeing to the Terms and Conditions listed on the back of this Agreement.

Signature:_____ Date: _____

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Terms and Conditions

- 1. When we receive your MLS data, postcards will be automatically sent when you take a new listing, and/or when one of your listings sells.
- The number of Postcards you specified will be sent to confirmed homeowners close to the Just Listed / Just Sold address. These Postcards will be sent automatically after the listing / sale information is entered into your local MLS system. If you did not specify otherwise on the reverse side, we will set up your account to mail 100 Standard size postcards.
- 3. We will wait 10 calendar days to receive the property photo from your MLS. If we don't receive the property photo within this time, we will send your postcards without a property photo. You can also upload a property photo at www.mlsmailings.com.
- 4. Your credit card will be charged by ProspectsPLUS!, Inc. for each order processed.
- 5. If your area has a "Do Not Mail" list which prohibits mailing unsolicited postcards to certain individuals, it is your responsibility to provide MLSmailings.com with such list, in an acceptable format. MLSmailings.com will delete any recipient that is a direct match to the list provided. MLSmailings.com mails postcards on your behalf, and as such will not be responsible in any event for any noncompliance with a "Do Not Mail" law, ordinance, or statute.
- 6. You may cancel this service at any time online at **www.mlsmailings.com** or by calling (866) 999-6576 and speaking with a Client Care Specialist.
- 7. By enrolling as a member of MLSmailings.com, you agree to be bound by these Terms and Conditions and that such agreement constitutes a binding contract between you and ProspectsPLUS!, Inc. If you do not wish to be bound by these Terms and Conditions, you should not subscribe to or use any of our products or services. We reserve the right to change these Terms and Conditions from time to time at our sole discretion. You authorize use of photographs from your MLS and agree to hold ProspectsPLUS! harmless for their use.
- 8. We shall not be liable for direct, incidental, consequential, special, or punitive damages resulting from the use or inability to use this product, service or web site, whether or not we have been advised of the possibility of these damages. This includes damages for negligence or gross negligence. This provision is subject to possible limitation under state law.

- 9. You agree to indemnify and hold harmless ProspectsPLUS!, Inc., at your sole expense, against any claim, action, legal proceeding, damages, liability, settlements, expenses (including attorneys' fees) and other costs relating to (i) breach of any of these terms by any party; (ii) your negligence or misconduct, or (iii) claims that you have infringed the copyright, trademark, trade secret, patent, or other proprietary right of a third party.
- By subscribing to MLSmailings.com, you agree not to disclose any assigned access codes, including passwords and usernames to others.
- 11. By signing up for the Service and by providing credit card, debit card or ACH transaction information, you consent to the subsequent recurring billing for services/access provided by us. You consent to recurring billing for services/access provided on an ongoing basis. Such recurring billing shall continue until such time as you cancel the service in accordance with the cancellation policy.
- 12. The contents of this Product, Service and Web Site and any claims related to them are governed by the laws of the State of Florida, without reference to its conflict of laws rules. You consent to the exclusive jurisdiction of the state and Federal courts located in Sarasota, Florida, and you waive to the fullest extent allowed by law the defense of an inconvenient forum to the maintenance of any action or proceeding.
- 13. Unless specifically noted when the information is obtained, ProspectsPLUS!, Inc. does not make available to third parties information that personally identifies the subscribers, customers and clients with the exception of: If you used a Priority Code, information entered here may be disclosed to the appropriate company that provided the Priority Code. Other information or ideas that you transmit to or post on our websites by any means will be treated as non-proprietary, and may be disseminated or used by us or our affiliates for any purpose whatsoever. For more information, please see the ProspectsPLUS! Privacy Policy located at:

http://www.prospectsplus.com/privacy.aspx

14. The above Terms and Conditions constitute the entire and only agreement between you and ProspectsPLUS!, Inc. on the matters described.

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