



LEAD™ Program Terms and Conditions (Applicant)

These are the Terms and Conditions ("Terms") pursuant to which all EXCELEAS®, LLC ("EXCELEAS") subscribers and end users ("You") may use EXCELEAS' website and EXCELEAS' services (each as defined below). These Terms include EXCELEAS' Privacy Policy, which is incorporated into these Terms by reference and can be reviewed by visiting www.exceleas.com/privacy-policy.

These Terms are a binding agreement between You and EXCELEAS, the operator of this website in the state or country in which You reside, and You are deemed to accept these Terms each and every time You use or access EXCELEAS' website or use an EXCELEAS service (as defined in the paragraph below). If, after reading these Terms, you do not want to accept or abide by these Terms, you must not use this website or EXCELEAS' services.

EXCELEAS' Software as a Service (SaaS) website, known as the Law Enforcement Applicant Database™ program ("LEAD"), is located at www.leadprogram.us (the "Site"). EXCELEAS' services (the "Services") mean the applications, materials, information, services, and documents offered by EXCELEAS, including LEAD. Users ("Users") may also access the Site to create individual profiles, which may include personal information ("Profiles"), and to make these Profiles, or aspects thereof, available to certain Users.

EXCELEAS may revise these Terms at any time by posting an updated version to this URL. Because these Terms bind You, You must visit this URL periodically to review the most current Terms. It is Your responsibility to review the most current Terms and Your failure to do so will not prevent You from being bound by these Terms.

Users must abide by these Terms. If any User violates these Terms, EXCELEAS may suspend or terminate the User's access to the Site or Services.

You must be 13 years of age or older to visit or use EXCELEAS' Site, and, if under the age of 18, You must use the Site under the supervision of a parent, legal guardian, or other responsible adult.

1. Your Use of EXCELEAS Information

Subject to these Terms, You may access and use the Site and EXCELEAS' Information to download and print a single copy of the content available on or from the Site solely for Your personal, non-commercial use. The contents of the Site, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other EXCELEAS information (the "EXCELEAS Information"), are protected under copyright, trademark and other laws, and are the property of EXCELEAS or EXCELEAS' licensors. The organization and presentation of all Information of EXCELEAS and is protected by copyright, trademark, and other laws. Any use of EXCELEAS Information in contravention of these Terms may violate these laws and/or applicable communications regulations and statutes, and is prohibited. If You copy any EXCELEAS Information, you must preserve all copyright, trademark, service mark or any other proprietary notice provided in the EXCELEAS Information.

Any code that EXCELEAS creates to generate or display any EXCELEAS Information Content or the pages making up the Site are also protected by EXCELEAS' copyright and You may not copy or adapt or otherwise use such code. **EXCELEAS will use any and all legal means to protect its code.**



You agree not to sell or modify the EXCELEAS Information or reproduce, display, publicly perform, distribute, or otherwise use the EXCELEAS Information in any way for any public or commercial purpose, in connection with products or services that are not those of the Site, in any other manner that is likely to cause confusion, disparages or discredits EXCELEAS or its licensors, dilutes the strength of EXCELEAS' or its licensor's property, or otherwise infringes EXCELEAS' or its licensor's intellectual property rights. You shall not misuse the EXCELEAS Information or otherwise use the EXCELEAS Information in any way that violates any applicable law or regulation.

2. Your Use of EXCELEAS' Services

You must maintain the confidentiality of Your account, Profile and passwords, as applicable. You shall not share Your password or other account access information with any other party, temporarily or permanently, and You shall be responsible for all uses and end users of EXCELEAS Site registrations and passwords, whether or not authorized by You. You shall immediately notify EXCELEAS of any unauthorized use of Your account, Profile, or passwords.

All EXCELEAS Users shall not:

- a. transmit, post, distribute, store or destroy material, including without limitation EXCELEAS Information, in violation of any applicable law or regulation, including but not limited to: laws or regulations governing the collection, processing, or transfer of personal information, or in breach of EXCELEAS' privacy policy;
- b. use any device to navigate or search any the Site other than the tools available on the Site, generally available third-party web browsers, or other tools approved by EXCELEAS in advance and in writing;
- c. use any data mining, robots or similar data gathering or extraction methods;
- d. violate or attempt to violate the security of the Site including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- e. forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
- f. reverse engineer or decompile any parts of the Site;
- g. aggregate, copy or duplicate in any manner any of the EXCELEAS Information available from the Site, including expired job ads, other than as permitted by these Terms;
- h. frame or link to any EXCELEAS Information available from the Site, unless permitted by these Terms;
- i. post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;
- j. post any resume or Profile or apply for any job on behalf of another party;

- k. share with a third party any login credentials to the Site;
- l. access data not intended for You or logging into a server or account which You are not authorized to access;
- m. post or submit to the Site any incomplete, false or inaccurate biographical information or information that is not Your own or information You are not authorized to post or submit;
- n. solicit passwords or personally identifiable information from other Users;
- o. leave Your password available for another person to view;
- p. leave Your account to the Site logged in at an unattended and unlocked device;
- q. use any device that is infected with a virus or does not contain adequate virus protection to access the Site;
- r. delete or alter any material posted by any other person or entity;
- s. harass, incite harassment or advocate harassment of any group, company, or individual;
- t. promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files; or
- u. use EXCELEAS' Services for any unlawful purpose or any illegal activity, or post or submit any content, resume, or job ad that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by EXCELEAS' unfettered discretion.

Violations of system or network security may result in civil and/or criminal liability. EXCELEAS will investigate occurrences that may involve such violations and may cooperate with law enforcement authorities in prosecuting Users who are involved in these violations.

3. Additional Terms Applicable to Applicants and Other End Users

You must register an account with the Site in order to apply for employment with a law enforcement agency ("Agency"), or You will not be permitted to apply with that Agency. To register on the Site, You agree that You are at least 18 years of age and that You are legally entitled to work in the United States.



When You register on the Site, You will be asked to create an account and provide EXCELEAS with certain information, including Personal Information, such as, Your full name, date of birth, the last four digits of your social security number, zip code, valid email address, phone number, and other information necessary to establish your account ("Personal Information"). If You legally change your name, You must update Your user profile on the Site to reflect the change.

When supplying Personal Information, You will be asked to supply certain demographic information, specifically your gender and race/ethnicity. Supplying demographic information is completely voluntary and You are not required to do so. Should You decline to supply gender or race/ethnicity information, it will not harm Your chances of employment with any law enforcement agency using the Site. If You choose to provide your gender and race/ethnicity information, that data will remain confidential, be anonymized so it does not identify you, and will not be viewed in conjunction with Your other Personal Information by anyone, including any Agency You register with. However, that data may be used for required periodic government reporting to the US Equal Employment Opportunity Commission, or for other mandated compliance reporting by an Agency, such as to meet the Agency's accreditation requirements. Also, EXCELEAS will use that data to assist with the Site's *Statistical Tracking of Applicant Trends (STAT™)* tool, which may be used by Agencies to assist in their recruitment efforts, and to analyze other recruitment trends throughout the United States.

Any Personal Information You submit must be accurate and describe You, an individual person, identically as depicted on Your lawfully issued, current, and valid state driver's license or US Passport. Your profile requires standard fields to be completed and you may not include in these fields any telephone numbers, street addresses, or other means of contacting You, other than Your name.

Personal Information You submit must be identical to the information supplied in any hiring document or form used by a law enforcement agency You register with on the Site, including any online application for employment You complete on the Site. You acknowledge that Your failure to supply accurate Personal Information may result in being disqualified by the law enforcement agency You register with.

You acknowledge that the Site does not, and will not, store or provide any negative information possibly associated with Your experience in the hiring process with any Agency using the Site, including but not limited to: failing written or physical agility testing, failing a polygraph or computer voice-stress analysis test, failing a background investigation, or being terminated from employment.

You agree that registering with an Agency on the Site and being "Offered Employment" by an Agency using the Site are, in and of themselves, indisputable facts that do not adversely affect Your reputation in any way.

The email address You supply must be valid and the best point of contact for You. It will be used by the Site to send all registration confirmation notices and any job advertisement notifications You opt to receive. It is Your responsibility to ensure the email address You supply the Site is correct (during the initial registration and any future changes). If You change Your email address, You must update the Site with Your new email address. Failure to update Your email address may result in missed registration confirmation notices and job advertisement notifications (if selected).

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any application information provided by You on the Site.

You have no ownership rights in Your account and if You cancel Your account or Your account is terminated, all Your account information from EXCELEAS, including application information, profiles, cover letters, saved jobs, questionnaires may be marked as deleted in and may be deleted from EXCELEAS' databases and removed from the Site. Information may continue to be available for some period of time because of delays in propagating such deletion through EXCELEAS' web servers. In addition, third parties may retain saved copies of Your Information.

4. User Responsibilities When Using Certain Features of the Site

Registering with Agencies on the Site

To apply with an Agency, You must first register with the Agency using the Site's Agency registration section. You cannot participate in the Agency's hiring process without registering with that Agency. You shall only register with Agency with whom you intend to seek employment.

You must register prior to the deadline in Agency's registration period, which is specified in the Agency's job advertisement posted in the Careers section of the Site, or in outside hiring notices used by the Agency. All deadlines expire at 23:59:59 hours (EST) on the date listed. No registration will be accepted by the Site past the Agency's deadline. If You are uncertain of the registration deadline, it is Your responsibility to contact the Agency for this information.

Upon successfully registering with an Agency, You must retain Your registration confirmation notice sent to Your email address by the Site. Do not delete this record until all phases of the Agency's hiring process have concluded. You may be required to present your registration confirmation notice, along with valid government issued identification, to personnel representing the Agency you registered with, in order to verify attendance at any hiring functions conducted by the Agency, such as written testing, physical agility testing, an oral interview board, a polygraph/CVSA examination, etc. Your registration confirmation notice can be printed and displayed in paper format, or it can be displayed on Your mobile device screen. To display it electronically, You must be certain it has been saved to the device, or that internet access will be available at the location You're attending.

You acknowledge that any Agency You registered with will have access to view other participating Agencies You have registered with on the Site, including the date You registered, and if You were "Offered Employment" by any of those Agencies. Your registration history with any Agency on the Site is permanent, even if the Agency no longer has an active account on the Site. A registration record may be removed by EXCELEAS for just cause (e.g., account hacked, accidental registration with agency applicant did not intend to apply with, etc.), after consultation with the Agency registered with.

Use of the Site's Online Job Applications/Forms

When using the Site's online job application feature, You must complete and submit the Agency's job application prior to the deadline listed in Your dashboard. The deadline expires on the listed date at 23:59:59 hours (EST). If You fail to complete and submit the job application prior to the deadline, the Agency may remove You from further consideration from its hiring process.



You are required to complete all online job applications or forms accurately and truthfully. You agree that You will not omit, falsify, or otherwise misrepresent information You provide on any electronic document used to determine Your suitability for employment with an Agency. If an Agency discovers that You omitted, falsified, or otherwise misrepresented information You submitted on the Site, You acknowledge that the Agency may remove You from further consideration from its hiring process.

User Profile Visibility Settings

You control Your Profile visibility settings and can allow all Agencies, regardless of Your registration status with them, to view certain features of Your Profile for recruitment purposes, excluding Your gender and race/ethnicity information, if You supplied this information. You are not required to make Your Profile visible to Agencies you have not registered with. This option is voluntary and You can change Your visibility settings at any time.

If You opt to make Your Profile visible, Your name may appear in an Agency's search results. The email address and phone number You provided on the Site will be visible to Agencies. You agree that Agencies can use Your email address and phone number to contact You for recruitment purposes.

When Your Profile is visible, an Agency will be able to view all Agencies You have registered with on the Site, including the date You registered with them, and if You have been "Offered Employment" by them.

The Site allows You to upload a cover letter and resume to Your Profile, but is not required. If You upload a cover letter or resume, You agree to allow Agencies to view these documents when Your Profile is visible and consent to the Agency's collection and lawful use of Your Personal Information contained in Your resume.

Use of the Site's Payment Processing Features

Certain Agencies that You may decide to register with on the Site assess their own application testing fee as a requirement to participate in their hiring process. If You intend to register with an Agency that assesses a fee, and that Agency has authorized EXCELEAS to collect said fee, You agree that You will pay the required fee during the registration process on the Site. EXCELEAS will collect the fee on the Site and remit it to the Agency You are registering with. If You fail to pay the required fee during registration, You acknowledge that the Agency may remove You from further consideration from its hiring process.

EXCELEAS has chosen PayPal® as the Site's payment gateway tool. When submitting a payment, You agree to use PayPal's service to collect fees assessed by the Agency you are registering with. You must also agree to PayPal's Terms when using their application. Once a payment has been processed, You will receive an emailed receipt from PayPal, which You are encouraged to store in Your records. Once a payment is received, You cannot seek a refund from EXCELEAS. Any request for a refund, partial or whole, must be made with the Agency You registered with and, at the Agency's discretion, You acknowledge that such request may or may not be honored.

Recognizing that certain applicants may not have the financial resources to pay application testing fees, an Agency may authorize an exemption for candidates prone to financial hardship. EXCELEAS has no involvement with an Agency's decision to waive their fee, or the criteria used to determine any waiver. If an Agency opts to waive fees for candidates claiming financial hardship, You can select the option to claim financial hardship when registering with the Agency. In order to claim financial hardship, You must meet the Agency's requirements to do so. An Agency may also request that You supply proof of Your financial hardship status to determine if it meets their requirements. If You



cannot prove your financial hardship status, as specified by the Agency You are registering with, You acknowledge that the Agency may remove You from further consideration from its hiring process.

Job Advertisement Email Notices

Users on the Site can choose to receive job advertisement notifications, sent to the email address in the User's Profile. These notifications alert the User to job advertisements posted by an Agency in the Careers section of the Site. You can choose to receive job advertisement notifications by adjusting the settings in Your Profile on the Site. You must select a distance from Your zip code in which You want to receive job advertisement notifications from Agencies. You can adjust these settings at any time. If You no longer want to receive job advertisement notifications, You can "opt-out" by changing the settings in Your Profile.

5. User Content and Submissions

All information, data, text, photographs, graphics, video, messages or other materials submitted, posted or displayed by You on or through the Site ("User Content") is the sole responsibility of the person from which such User Content originated. EXCELEAS claims no ownership or control over any User Content. You or a third-party licensor, as appropriate, retain all patent, trademark and copyright to any User Content you submit, post or display on or through the Site and You are responsible for protecting those rights, as necessary. By submitting, posting or displaying User Content on or through the Site, you grant EXCELEAS a worldwide, non-exclusive, royalty-free, transferable, sub-licensable license to use, reproduce, adapt, distribute and publish such User Content through the Site. Additionally, by submitting, posting or displaying User Content which is intended to be available to the other Users, you grant EXCELEAS a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content for the purpose of promoting EXCELEAS and its Services. EXCELEAS shall discontinue this licensed use within a commercially reasonable period after such User Content is removed from the Site. EXCELEAS may refuse to accept, post, display or transmit any User Content in its sole discretion.

You also represent and warrant that You have the right to grant, or that the holder of any rights, including moral rights in such content has completely and effectively waived all such rights and validly and irrevocably granted to You the right to grant, the license stated above. If You post User Content in any public area of the Site, You also permit any User to access, display, view, store and reproduce such User Content for any lawful purpose, including its commercial use. Subject to the foregoing, the owner of such User Content placed on the Site retains any and all rights that may exist in such User Content. EXCELEAS may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of the Site. EXCELEAS may expel Users and prevent their further access to the Site and/or use of EXCELEAS' Services for violating the Terms or applicable laws, rules or regulations. EXCELEAS may take any action with respect to User Content that it deems necessary, useful or appropriate in its sole discretion if it believes that such User Content could create liability for EXCELEAS, damage EXCELEAS' brand or image, or cause EXCELEAS to lose Users or (in whole or in part) the services of its ISPs or other suppliers.



EXCELEAS does not guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by Users, nor does EXCELEAS endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at Your own risk.

The following is a partial list of User Content that is prohibited by EXCELEAS on the Site. The list below is for illustration only and is not a complete list of all prohibited User Content.

Content that:

- is implicitly or explicitly offensive, such as User Content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;
- harasses, incites harassment or advocates harassment of any group or individual;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, "spamming," or "phishing;"
- promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- contains restricted or password only access pages, or hidden pages or images;
- displays or links to pornographic, indecent or sexually explicit material of any kind;
- provides or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits personal information from anyone under 18; or
- provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and
- solicits passwords or personal identifying information from other Users.

Any Profile You submit must describe You, an individual person. Examples of inappropriate and prohibited Profiles include, but are not limited to, Profiles that purport to represent an animal, place, inanimate object, fictional character, or real individual that is not You.



6. Policy Regarding Termination of Users Who Infringe the Copyright or Other Intellectual Property Rights of Others

EXCELEAS respects the intellectual property of others, and we ask our Users and content partners to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners' rights. As a condition to Your use of the Site, You agree not to use the Site to infringe the intellectual property rights of others in any way. EXCELEAS may terminate the accounts of any Users, and block access to the Site of any Users who are repeat infringers of the copyrights, or other intellectual property rights, of others. EXCELEAS may, in its sole discretion, take these actions to limit access to the Site and/or terminate the accounts at any time, in our sole discretion, Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement, with or without notice, and without any liability to the User who is terminated or to the User whose access is blocked. Notwithstanding the foregoing, if You believe in good faith that a notice of copyright infringement has been wrongly filed against You, please contact EXCELEAS by calling (844) 392-3532 or by emailing support@exceleas.com.

7. EXCELEAS' Liability

The Site acts as, among other things, venues for (i) Agencies to post job opportunities and search for and evaluate job applicants and (ii) applicants to post applications and Profiles and search for and evaluate job opportunities. EXCELEAS does not screen or censor the listings, including Profiles offered. EXCELEAS is not involved in, and does not control, the actual transaction between Agencies and applicants. As a result, EXCELEAS is not responsible for User Content, the quality, safety or legality of the jobs or applications posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings and EXCELEAS makes no representations about any jobs, applications or User Content on the Site. While EXCELEAS may in its sole discretion remove User Content, job advertisements, applications or other material from the Site from time to time, EXCELEAS does not assume any obligation to do so and, to the extent permitted by law, disclaims any liability for failing to take any such action.

The Site provides a venue for Agencies to network for professional purposes and EXCELEAS does not screen or censor the information or User Content on the Site. EXCELEAS is not involved in the actual communications between Users. As a result, EXCELEAS has no control over the accuracy, reliability, completeness, or timeliness of the User Content submitted on the Site and makes no representations about any User Content on the Site.

Note that there are risks, including but not limited to: the risk of physical harm, of dealing with strangers, underage persons or people acting under false pretenses. You assume all risks associated with dealing with other users with whom You come in contact through the Site. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that You will use caution and common sense when using the Site.



Because User authentication on the Internet is difficult, EXCELEAS cannot and does not confirm that each User is who they claim to be. Because we do not and cannot be involved in User-to-User dealings or control the behavior of participants on the Site, if You have a dispute with one or more Users, You release EXCELEAS (and our agents and employees) from claims, demands and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes to the fullest extent permitted by law.

The Site and the EXCELEAS Information may contain inaccuracies or typographical errors. EXCELEAS makes no representations about the accuracy, reliability, completeness, or timeliness of the Site or the EXCELEAS Information. The use of the Site and the EXCELEAS information is at Your own risk. Changes are periodically made to the Site and may be made at any time. EXCELEAS cannot guarantee and does not promise any specific results from use of the Site. No advice or information, whether oral or written, obtained by a User from EXCELEAS or through or from the Site shall create any warranty not expressly stated herein.

If You are a California resident, You waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

You should keep a back-up copy of any of Your User Information. To the extent permitted by law, in no event shall EXCELEAS be liable for the deletion, loss, or unauthorized modification of any User Content.

If You believe that something on the Site violates these Terms, please contact EXCELEAS by calling (844) 392-3532 or by emailing support@exceleas.com.

If notified of any content or other materials which allegedly do not conform to these Terms, EXCELEAS may in its sole discretion investigate the allegation and determine whether to remove or request the removal of the content. EXCELEAS has no liability or responsibility to Users for performance or nonperformance of such activities.

8. Disclaimer of Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCELEAS DOES NOT WARRANT THAT THE SITE OR ANY SERVICES WILL OPERATE ERROR-FREE OR THAT THE SITE AND THE SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA OR ANY OTHER COSTS, EXCELEAS IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE AND CONTENT THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. EXCELEAS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCELEAS MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY CONTENT, INFORMATION, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

9. Disclaimer of Consequential Damages

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EXCELEAS, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY EXCELEAS SITE AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EXCELEAS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCELEAS' MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE OR YOUR USE OF THE CONTENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT, INDIVIDUALLY OR IN THE AGGREGATE, EXCEED \$1.00.

11. Links to Other Sites

The Site contains links to third-party websites. These links are provided solely as a convenience to You and not as an endorsement by EXCELEAS of the contents on such third-party websites, and EXCELEAS does not warrant the veracity or accuracy of any information on any third-party website. You access linked third-party websites entirely at Your own risk.

12. No Resale or Unauthorized Commercial Use

You agree not to resell or assign Your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of this Site.

13. Indemnity

You agree to defend, indemnify, and hold harmless EXCELEAS, its officers, directors, employees, representatives and agents, from and against any claims, actions or demands, including without limitation, reasonable legal and accounting fees, alleging or resulting from (i) any User Content or other material You provide to the Site, (ii) Your use



of any Content, or (iii) Your breach of these Terms. EXCELEAS shall provide notice to You promptly of any such claim, suit, or proceeding.

14. General

EXCELEAS does not claim that its Site and Information may be lawfully viewed or accessed outside of the United States. Access to the Site and Information may not be legal by certain persons or in certain countries. If You access the Site outside the United States, You do so at Your own risk and You, not EXCELEAS, must comply with the laws of Your jurisdiction. Any software downloaded from the Site is further subject to United States export control laws, and may not be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods or (ii) to any individual or entity on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the software, You state that You are not located in, under the control of, or a national or resident of any such country, individual, or entity on any such list.

You understand Your rights under Title 5, United States Code, Section 552(a), the Privacy Act of 1974, with regard to access and disclosure of records. You agree to waive these rights with the understanding that information furnished by the Site will be used by Agencies You register with on the Site, in conjunction with employment procedures.

Fair Credit Reporting Act (FCRA) Notice

If EXCELEAS is ever designated as a "Nationwide Specialty Consumer Reporting Agency" by the Federal Trade Commission (FTC), EXCELEAS will take all reasonable steps to comply with FCRA requirements for disputed accuracy of records maintained on the Site, which include the following:

- EXCELEAS will make a report available to You if You are challenging the accuracy Your records on the Site;
- EXCELEAS will conduct a reasonable investigation into Your dispute; and
- EXCELEAS will provide You with a free disputed report within 15 days of filing Your dispute

You may file a dispute by contacting EXCELEAS in one of the following methods:

- By registered mail sent to:

EXCELEAS®, LLC
301 Grant Street, Suite 270
Pittsburgh, Pennsylvania 15219

- By emailing support@exceleas.com

To view a copy of the FTC's "A Summary of Your Rights Under the Fair Credit Reporting Act," please click [here](#).



These Terms are governed by the internal substantive laws of the Commonwealth of Pennsylvania, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Pittsburgh, Pennsylvania (Allegheny County). If any court having competent jurisdiction finds any provision of these Terms to be invalid, the invalidity of that provision or provisions shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. A party's waiver of any term of these Terms shall not be deemed an additional or continuing waiver of the term or any other term. Further, EXCELEAS' failure to enforce any term of these Terms shall not be deemed as a waiver of the term or otherwise affect EXCELEAS' ability to enforce that term at any future point. Except as expressly provided in an additional agreement, additional Terms for certain areas of the Site, a particular "Legal Notice," or software license or material on particular pages on the Site, these Terms constitute the entire agreement between You and EXCELEAS with respect to the use of the Site. No changes to these Terms shall be made except by a revised posting on this page.

15. Mobile Services

If You use the Site through a mobile device, You agree that information about Your use of the Site may be communicated to us, including but not limited to: Your mobile carrier, Your mobile device, or Your physical location. Also, use of the Site through a mobile device may cause data to be displayed on and through Your mobile device. By accessing the Site using a mobile device, You represent that if You import any of Your EXCELEAS data to Your mobile device that You have authority to share the transferred data with Your mobile carrier or other access provider. If You change or deactivate Your mobile account and change your mobile number, You must promptly update Your EXCELEAS account information to ensure that Your messages are not sent to the person that acquires Your old number and failure to do so is Your responsibility. You acknowledge You are responsible for all charges and necessary permissions related to accessing the Site through Your mobile access provider.

By using the Site, You are explicitly confirming Your acceptance of the terms of the End User License Agreement associated with the Application provided at www.leadprogram.us, which may be updated from time to time.

16. Term and Termination

These Terms will remain in full force and effect while You use the Site. EXCELEAS may, at its sole discretion, pursue any or all of its legal remedies, including but not limited to: removal of Your information from the Site and the immediate termination of Your registration and access to the Site and/or any other services provided to You by EXCELEAS, upon any breach by You of these Terms, or if EXCELEAS is unable to verify or authenticate any information You submit to EXCELEAS. Even if You no longer use the Site, certain provisions of these Terms will remain in effect, including this Section 16, and Sections 1 through 5, Sections 7 through 15, and Section 17, inclusive.



17. Miscellaneous Information

If You violate these Terms, EXCELEAS may suspend or terminate your account in EXCELEAS' sole and absolute discretion.

Last revision effective April 2021