



Service Description: upCHAT (Fair Marketing) is pleased to offer Live Chat Software and Service for your website. The goal of the service would be to improve conversion from online advertising by engaging the website visitors via chat, collecting contact information along with some basic information about their needs, and passing it on to your firm. Our agents will process chats initiated from your website visitors by utilizing a custom script developed specifically for your business.

Hours of Operation: Chat service operates 24 hours per day/7 days per week

Definition of Sales Lead: upCHAT only charges its customers for every Sales Lead, also called a Billable Lead, it delivers to the customer. A Sales lead is defined as a contact (name plus phone and/or email address) obtained by our agents through a chat from your website that has expressed interest in buying your product/service. The visitor also needs to fit into your geographic area of practice, as well as your practice area. Chats that don't meet these criteria, for example chats from someone inquiring about their existing account or about a job opening, are not billable. Leads will be sent to you via email, to as many addresses as you prefer. We can also connect a visitor directly to your office via phone during your business hours; and the information collected from that chat will also be sent to you via email.

Fee: There is **NO FEE for the free 2 week trial of upCHAT**. If you choose to stay on as a customer of upCHAT, you will be billed a \$200.00 onetime set up charge for account provisioning, custom script development, training and text messaging setup. The price per/Sales Lead is \$15.00.

Limitation of Liability: In no event will upCHAT (Fair Marketing.) be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover, or indirect, special, incidental, or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the products and/or service or support provided under this agreement as applicable, whether arising in contract or tort, or any other legal theory, including negligence, or whether arising from mistakes, omissions, interruptions deletion of files, errors, defects, viruses or other malicious code, delays in operation of transmission, or the delay or failure of performance the support provided under this agreement, even if upCHAT has been advised of the possibility of such damages. In no event will upCHAT's liability arising from or relating to this agreement exceed the aggregate amount of payments received by upCHAT from client under this agreement during the one (1) month period immediately preceding the date of the claim. Additionally, in no event will upCHAT be liable for any claim brought by



client more than six months after the cause of action arose or reasonably should have been discovered. The foregoing limitations shall not apply in the event of any claim for infringement or other violation of intellectual property rights.

Confidentiality: All information we collect from a visitor to your website will not be divulged to any third party and upCHAT will not initiate contact with any of your website visitors. However, the information may be used for improving service and for internal training purposes.

Service Start and Termination: It will take 2-3 days to have our service up and running after you decide to go ahead. The service may be cancelled by either party upon a 30-day written notice.

Billing: upCHAT will email you the invoice and lead report at the end of each month. Payment terms are Net 10 days at which time your credit card will be charged.