

Diverse Data, LLC
1-888-862-9299 toll free
1-800-515-3389 fax
info@diversedata.biz
www.diversedata.biz

Effective 10/19/11

Terms and Conditions

1. **Payment Method and Processing Fee:** All orders are subject to a \$35.00 processing fee. Returned checks are subject to a \$50 returned check fee.
2. **Compliance:** Purchaser agrees to furnish all necessary compliance to complete the transaction. In the event compliance cannot be completed for whatever reason, Diverse Data agrees to refund client in full. In the case that the purchaser submits false compliance, Diverse Data is not responsible for liabilities or damages.
3. **Delivery:** Orders are delivered via email unless otherwise noted by the client. Standard format for all orders is an .xls and .csv. The typical turn around on orders is 24 business hours from the time all compliance & payment is received. Diverse Data will make every effort to meet scheduled delivery dates but makes no guarantee and accepts no liability for failure to meet said dates. Trigger leads or other lead programs will vary in delivery time. Diverse Data will work hard to manage delivery expectations.
4. **Altering Orders:** Any alterations to orders must be in printed type. Hand written changes must be reincorporated into a new signed invoice.
5. **Credits and Refunds:** Diverse Data does not issue refunds on completed orders but instead will issue replacement leads/data and/or credits at the discretion of the Company Management. Diverse Data agrees to replace phone leads with disconnect ratios in excess of 20% and returned mail in excess of 10%. In the event that this occurs, please email documented proof to info@diversedata.biz within 21 days of the delivery date.
6. **Documented proof:** Proof can be a dialer report or any document that has detailed notes on each record contacted. All reports must be independently verifiable to be considered for replacements leads. Mailing returns can be provided by the post office or mail house that conducted the campaign.
7. **Arbitration:** Purchaser agrees to third party mediation to resolve all issues. Judgment in these matters is binding and Diverse Data and Purchaser agree to abide by the third party arbitrators ruling. Arbitrator must be agreed to by both Purchaser and Diverse Data.
8. **Charge backs:** While we do not guarantee the results of our products, we try hard to address anyone that is unsatisfied. Due to the perishable nature of our products and services, all sales are bound to the stated terms and conditions. Purchaser will at no time dispute or chargeback any charges for products and services performed as stated in their invoice.
9. **Cancellations:** Cancellations can only occur on lead products where there is more than one delivery (ie... trigger and other multi-lead products). Cancellations require 48 hour notice. Refunds are subject to a fee assessed by management associated with the cost of the forfeited data.
10. **Pricing:** Prices listed on the website are subject to change.
11. **Diverse Data reserves the right to change the terms and conditions at anytime and without notice.** We ask that you read our terms and conditions before each order is submitted.