

Email Password

Terms and Conditions

Welcome to the LeadCherryPicker (the "Site"), owned and operated by Sunburn Marketing Group, LLC. By using the Site, you agree to follow and be bound by the following terms and conditions concerning your use of the Site ("Terms of Use") and our Privacy Policy. We may revise the Terms of Use and Privacy Policy at any time in our sole discretion, with or without notice. As such, users are encouraged to frequently review these policies.

This Site is offered to you, the "User," conditioned on your acceptance without modification, of the terms, conditions, and notices contained in this agreement. Your use of this Web site constitutes your agreement to all such terms, conditions, and notices.

SECURITY POLICY

Sunburn Marketing Group uses extensive and secure technology to protect your data and transmissions between you and Sunburn Marketing Group. For example, transmission between browsers and our web server is implemented using Secure Sockets Layer (SSL) technology. This technology requires an SSL-capable browser such as MS Internet Explorer 3.0 (or later) or Netscape Navigator 2.0 (or later).

Although Sunburn Marketing Group has taken these reasonable and industry accepted measures to ensure that your personal information is delivered and disclosed only in accordance with your instructions, Sunburn Marketing Group cannot and does not guarantee that the personal information you provide will not be intercepted by others and decrypted

REGISTRATION AND PURCHASE SERVICES

You warrant and acknowledge that all of the information you have provided during the Registration and/or Purchase sections of the Site are true, correct and complete at the time of entry.

Sunburn Marketing Group is not a licensed real estate broker/agent, mortgage broker/agent, or financial lender or credit institution of any kind or type. User acknowledges that Sunburn Marketing Group is offering to provide marketing services to User. All payments through the Site are for the purchase of marketing services and information to User, for which Sunburn Marketing Group will be paid a fee regardless of whether User originates or makes any consumer or mortgage loans/contracts as a result of this information. This compensation to Sunburn Marketing Group is not intended, nor shall it be construed, as a fee or "kickback" for the marketing information provided to User which may result in a consumer/mortgage loan. In addition, Sunburn Marketing Group warrants and represents that its sole compensation for its marketing services are a fixed payment per lead and that Sunburn Marketing Group has not and will not give or accept any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, related to the marketing information provided to User.

COPYRIGHT AND TRADEMARK NOTICES

All contents of this Web site are: Copyright © 2004 Sunburn Marketing Group, LLC 21143 Hawthorne Blvd. #187 Torrance, CA 90503, U.S.A. All rights reserved. Other product and company names mentioned herein, including the names of participating Lenders or customers, may be the trademarks of their respective owners.

DISCLAIMERS AND LIMITATIONS

Sunburn Marketing Group intends that the information contained in this Site be accurate and reliable; however, errors sometimes occur. In addition, changes and improvements to the information provided herein may be made by Sunburn Marketing Group at any time. THIS WEB SITE AND THE INFORMATION, DATA, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." Sunburn Marketing Group AND/OR ITS SUPPLIERS OR AFFILIATED PARTNERS OR ORGANIZATIONS DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THIS WEB SITE AND ANY INFORMATION, DATA, SOFTWARE, AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

Plaintiff's Exhibit 2

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND/OR GUARANTEES OF CLOSING OR CONVERSION RATIOS. USE OF THIS WEB SITE IS AT YOUR OWN RISK. Sunburn Marketing Group AND/OR ITS AFFILIATED SUPPLIERS OR ORGANIZATIONS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEB SITE OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Sunburn Marketing Group AND/OR ITS AFFILIATED SUPPLIERS OR ORGANIZATIONS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

INDEMNITY

As a condition of use of this Site, you agree to indemnify Sunburn Marketing Group and its affiliated suppliers and organizations from and against any and all claims, liabilities, losses, expenses (including attorneys' fees) and damages arising out of or related to claims resulting from your use of this Site, including without limitation any claims alleging facts that if true would constitute a breach by you of this Agreement.

LINKS TO THIRD PARTIES

This Site may contain links to Web sites maintained by third parties. Such links are provided for your convenience and reference only. Sunburn Marketing Group does not operate or control in any respect any information, software, products or services available on such third party Web sites. Sunburn Marketing Group's inclusion of a link to a Web site does not imply any endorsement of the services or the site, its contents, or its sponsoring organization. Use of the third party links are at the sole risk of the user. You should refer to the policies posted by these third party Web sites regarding privacy, terms of use and other topics before you use them.

PASSWORDS AND SECURITY

As a condition to purchasing marketing information from this Site, you must complete the Registration page which requires that you select a password and provide Sunburn Marketing Group with accurate, complete, and updated contact information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. You are responsible for maintaining the confidentiality of any password(s) you are given to access the Site, and are fully responsible for all activities that occur under your password(s). You agree to notify Sunburn Marketing Group immediately by email by accessing this link <http://www.leadcherrypicker.com/contact/> or telephone 877-839-7273 of any unauthorized use of your password(s). Sunburn Marketing Group is concerned about the security of personal information we have collected from you and has taken reasonable steps to prevent unauthorized access to that information.

DISPUTE RESOLUTION

Any claim, dispute, or controversy arising out of or in any way relating to a User's use of this Site will be submitted by the parties to binding arbitration before an arbitrator affiliated with the American Arbitration Association – www.adr.org (AAA) and mutually agreed to by the parties. If no arbitrator is mutually agreed to, then the AAA rules for default arbitrator selection shall govern. By using this Site, you agree that the exclusive jurisdiction for arbitration shall be the City of Los Angeles, State of California. The parties agree that the award of the arbitrator will constitute a final judgment and be enforceable against the parties wherever the parties reside. This Section will not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of their dispute relating to both parties' obligations under this Agreement. The arbitrator's fees and costs shall be equally borne by the parties until a final resolution of the matter is achieved. Upon final resolution, the prevailing party, as determined by the arbitrator/judge, will be entitled to recover from the losing party its reasonable attorneys' fees and costs (including expert witness fees, if any) incurred in any arbitration or other proceeding brought to enforce any right arising out of this Agreement.

OTHER TERMS

This Agreement constitutes the entire agreement between you and Sunburn Marketing Group and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and Sunburn Marketing Group with respect to this Site and the information, software, products and services associated with it. This Agreement shall be subject to and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. If any part of this

agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Contact Us • How It Works • FAQ • Terms & Conditions • Home • Live Support



© COPYRIGHT 2004 LEADCHERRYPICKER.COM