

Terms and Conditions

For Buying Leads On NewITprojects.com

By purchasing a lead (the "Customer") posted on newitprojects.com, the person or entity purchasing ("the Company") agrees to the following Terms and Conditions. These Terms and Conditions comprise the entire agreement ("Agreement") between the Company and Technology Sales Leads Limited, TSL House, Burrin Street, Carlow, Ireland (TSL).

Once payment is received for the chosen leads, TSL will send Company via e-mail the full lead report with contact details. The lead report will contain the following contact information for that customer: name, title, company, address, phone number, e-mail address plus the lead information already on display on newitprojects.com.

- ✓ No additional qualification of the lead will be made.
- ✓ Any later decisions by the Customer to suspend or cancel their project will not constitute a cancelled lead.
- ✓ If Company is already engaged with Customer on this project, TSL will provide a full refund once proof of engagement is provided to TSL. Proof is defined as an email or letter between Company and Customer discussing the exact project / lead.
- ✓ The responsibility lies with Company to engage with Customer. Repeated telephone calls and emails to Customer are likely to be required. All leads have been fully qualified by TSL in advance of being posted on NewITprojects.com and lack of returned calls is not a basis for rejecting leads.

The Company agrees not to distribute or re-sell leads to any third party, without express written permission from TSL. TSL is not responsible for any failure to receive the leads due to spam filters, address-book filters, filters imposed by internet service providers, or failure on the part of the Company's email servers or internet service provider to deliver the leads.

Intellectual property

The data and information contained within this website and any of our products/services, the trademarks, logos and other intellectual property used in conjunction with our service are the property of TSL. No licence of any such intellectual property rights is granted to Company as a result of your custom or use of our products/services.

Fees.

All Fees shall be charged to Company via PayPal or such other payment methods as may be requested by Company to be charged from time to time. By completing payment, you authorize such Fees to be charged and represent and warrant that you are empowered by Company to bind Company to said obligations.

Representations and Warranties

The Company represents and warrants that: (1) all of the information provided to TSL is truthful and not misleading, fraudulent, defamatory, libelous, threatening, harassing, or obscene; (2) the Company is authorized to provide the services and products set forth in the Order Form; (3) the Company has the right to use each copyright, trademark, trade name, service mark, graphic, photograph, or any other intellectual property in the way it is used under this Agreement; and (4) any advertising copy and any linked advertising comply with all applicable laws and regulations.

Indemnification

The Company agrees to pay any damages or expenses incurred by TSL, including all attorneys' fees and expenses, resulting from claims brought by other parties regarding the inclusion of the Entry, or as a result of a breach of these Terms and Conditions. This provision shall survive the Term of this Agreement.

Disclaimers

Warranties. TSL makes no express or implied warranties, representations, or endorsements whatsoever (including, without limitation, warranties of title or non-infringement or the implied warranties of merchantability or fitness for a particular purpose) with respect to the Web Site, any merchandise, information, or services

provided through the Web Site, or the accuracy or results obtained from the use of any information or services provided through the Web Site.

TSL and NewITprojects.com is a Conduit and is not involved in any actual transactions between buyers and suppliers through the provision of leads. Thus, TSL has no control over the ability of buyers to purchase items or qualify for leases and other forms of credit. TSL cannot and does not control whether or not buyers will complete the purchase of items for which they have requested proposals or quotes. Because user authentication on the Internet is difficult, TSL cannot and does not guarantee that each buyer or supplier is who they profess or claim to be. Buyers and suppliers will be able to communicate directly with each other before any transaction is complete. In the event the Company has a dispute with one or more buyers, the Company releases TSL and its agents and employees from any claims, demands, and/or damages arising out of or in any way connected with that dispute.

8. Limitation of Liability

In no event will TSL or its agents be liable for any damages caused by any lead provided by Company to a buyer, transmission, communications, or computer system failure. In no event will TSL or its agents be liable for any consequential, special, incidental, or other damages including, but not limited to, loss of business, revenues, profits or data or the cost of other forms of advertising. In no event will the total liability of TSL exceed the amount of fees paid under this agreement for the prior twelve (12) month period.

9. Miscellaneous

TSL does not approve of, or endorse, any product or service by its publishing. TSL may publish Listings for any other person at any time, except as expressly set forth in the attached Order Form. TSL reserves the right to change the style, form, content and appearance of the Web Site at any time. The Company and TSL are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

These Terms and Conditions shall be governed by and interpreted according to the laws of Ireland . If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provisions and of the entire Agreement shall not be affected thereby. No waiver of any default in performance of this Agreement by either party, or waiver of any breach or a series of breaches of any of the terms, covenants or conditions of this Agreement shall constitute a waiver of any subsequent breach or a waiver of such terms, covenants or conditions. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement. These Terms and Conditions, the Order Form, and the Listing Form describe the entire Agreement between TSL and the Company and supersede any other verbal or written agreements regarding the subject matter of this Agreement. This Agreement shall survive any change in ownership on the part of the Company.