

# FASTFIND PROGRAM TERMS

## PROGRAM TERMS

Please read these important FastFind Program Terms and the [Advertising Terms and Conditions](#).

Thank you for your interest in the FastFind Program. By submitting Set Up Instructions (as defined below) to participate in the FastFind Program you agree to be bound by:

1. the Fast Find Program Terms (these "FastFind Program Terms") set forth below; and
2. the [Advertising Terms and Conditions](#).

Except as expressly set forth in these FastFind Program Terms, if any terms of these FastFind Program Terms or the terms of any Insertion Order, Advertising Activation Form, and/or FastFinder Form, as applicable (collectively, "Set Up Instructions"), conflict with the [Advertising Terms and Conditions](#), the terms of the [Advertising Terms and Conditions](#) shall control.

### I. **FastFind Program Description.**

The FastFind Program is operated by and is being provided to you by Bankrate's subsidiary, Wescoco, LLC ("FastFind"). The FastFind Program allows financial institutions and lenders to obtain information from online users ("Users") interested in their products and services, through the FastFind Mortgage Marketplace on the Web site [www.fastfind.com](http://www.fastfind.com) (the "Marketplace").

Bankrate is coordinating, on FastFind's behalf, participation in the Marketplace. Bankrate may, on FastFind's behalf, accept Set Up Instructions and payments from you in connection with the FastFind Program, pursuant to the [Advertising Terms and Conditions](#) and these FastFind Program Terms.

For purposes of these FastFind Program Terms, Bankrate and FastFind shall be collectively referred to as "we", "us", or "our".

### II. **Set Up Instructions.**

You may submit Set Up Instructions to obtain Leads pursuant to the [Advertising Terms and Conditions](#), these FastFind Program Terms and your Set Up Instructions. A "Lead" is information regarding a User that meets certain profiles and criteria submitted by you within your Set Up Instructions ("Your User Criteria"). You may update Your User Criteria by sending written instructions by fax or email to \_\_\_\_\_.

### III. **Our Obligations.**

If a User meets Your User Criteria, we may provide you with a Lead via the electronic method set forth in your Set Up Instructions. FastFind is not obligated to provide you with any Leads, even if a User meets Your User Criteria. It is possible that no User information will match Your User Criteria.

**IF FASTFIND PROVIDES YOU WITH A LEAD, YOU MAY ONLY INITIATE AN OUTBOUND TELEPHONE CALL TO A USER WITHIN THREE (3) MONTHS OF THAT USER'S INQUIRY TO FASTFIND.**

We do not make any warranties, representations or covenants related to: (i) the quantity, quality or accuracy of Leads; (ii) the completeness, accuracy or the truthfulness of information provided by Users; or (iii) the qualifications or credit score of any User. We do not assume any liability, obligation, or responsibility for, in connection with, or arising out of any interactions, agreements or disputes between you, and other entities participating in the Marketplace and/or any User.

#### IV. **Your Payment Obligations.**

##### a. Payment Obligations.

By submitting Set Up Instructions, you agree to pay us the fees set forth on your Set Up Instructions, and, if applicable, a one time set-up fee and a monthly maintenance fee, as set forth on your Set Up Instructions (the "Fees").

FastFind may, in its sole discretion, at any time, change the price charged per Lead; provided that we shall provide you with at least fifteen (15) days written notice of such changes. Your continued participation in the FastFind Program at the end of such notice period shall constitute your acceptance of the updated price per Lead, and your agreement to pay us such price per Lead for the products indicated on your Set Up Instructions.

##### b. Invoices and Payment.

By submitting Set Up Instructions, you agree to pay us the Fees pursuant to the payment method you provide on your Set Up Instructions (i.e., credit card or debit card) (the "Payment Methods"), and pursuant to the payment provisions of the [Advertising Terms and Conditions](#).

We shall provide you with an invoice setting forth the total number of Leads occurring during the invoice period set forth in your Set Up Instructions, as well as any Fees due and payable by you for that invoice period, pursuant to the then-current price per Lead. You shall pay all Fees due and payable by the due date set forth in the invoice.

##### c. Failure to Make Payment.

Without limiting the remedies set forth in the [Advertising Terms and Conditions](#), if you fail to make payment of Fees when due, in addition to such other remedies as we may have, we may, at our option, immediately suspend or terminate our obligations pursuant to these FastFind Program Terms, including, without limitation, your participation within the Marketplace, and proceed with collection action(s).

##### d. Lead Returns.

If you believe a Lead is invalid pursuant to the terms of FastFind's [Lead Return Policy](#), you may return such Lead for a credit pursuant to Fast Find's [Lead Return Policy](#).

#### V. **Your Other Obligations.**

Upon becoming a Member:

- You shall respond to each Lead within two (2) business days of receipt from FastFind of such Lead, in a courteous, professional manner, and your response shall be, at a minimum, consistent with industry-standard practices.
- You shall only use Leads to contact Users for products and services requested by such Users.
- You shall identify yourself as a member of the Marketplace when you contact a User.
- You shall be solely responsible for any User questions regarding your products and services, including such response to Users.
- You shall refer to FastFind any questions from Users made by telephone or in person regarding FastFind.com or the services provided by FastFind on FastFind.com.
- You shall forward to FastFind by email or overnight delivery and within one (1) business day of receipt, any and all written communications from Users regarding FastFind.com or the services provided by FastFind on FastFind.com.

- You shall immediately cease contacting a User provided to you as a Lead, upon such a request by such User to either you or us (provided that we notify you of such request).
- You shall comply with all applicable laws and regulations in connection with your participation in the Marketplace and your dealings with each User obtained through a Lead, including, without limitation, laws and regulations established in connection with the National Do Not Call Registry, and you are solely responsible for failing to comply with any applicable laws or regulations in connection with your dealings with Users within or outside of the Marketplace.
- You are solely responsible for any and all terms, conditions, warranties, representations, guarantees, agreements, disclosures, notices, failures to make disclosures or notices, or any other actions by and between you and a User.
- You shall provide us with updated information regarding you and Your User Criteria.
- You shall maintain and abide by an industry-standard privacy policy in connection with Leads, and your privacy policy shall comply with all applicable laws and regulations.
- Any collection of User information by you as a result of receiving a Lead, shall be governed by your privacy policy or policies.
- You shall use industry-standard security methods to receive, handle, store and protect User information.
- You shall not disclose, lease or re-sell any Leads or other User information obtained from FastFind, to any third party.

#### VI. **Applicability of Advertising Terms and Conditions**

In connection with your participation in the FastFind Program:

- a. Any reference in the [Advertising Terms and Conditions](#) to your placement of Advertisements on Bankrate.com shall instead refer to your ability to obtain Leads. Notwithstanding anything to the contrary in the [Advertising Terms and Conditions](#), Bankrate shall not implement, activate or place any of your content on Bankrate.com or FastFind.com as a result of these FastFind Program Terms.
- b. Any other reference in the [Advertising Terms and Conditions](#) to your Advertisements or Bankrate's placement of your Advertisements on Bankrate.com shall instead refer to your participation within the Marketplace, and any reference in the [Advertising Terms and Conditions](#) to the removal or deletion of your Advertisement(s) shall instead refer to the termination of your ability to participate in the Marketplace and obtain Leads.
- c. Any reference in the [Advertising Terms and Conditions](#) to an online user clicking on an Advertisement or accessing your website shall instead refer to a User accessing your website.
- d. Any reference in the [Advertising Terms and Conditions](#) to a refund request process shall not apply to you, and instead, the [Lead Return Policy](#), described above, shall apply.