

## **GAF LEADS SUPPLEMENTAL TERMS**

Last updated: January 1, 2022

These GAF Leads Supplemental Terms (these “**Supplemental Terms**”) apply to the GAF Leads service, including your subscription to such service. The Supplemental Terms form part of the General Terms and Conditions (the “**General Terms**”). These Supplemental Terms and the General Terms may be found in the GAF Legal Documents section of the Document Library in the GAF Partner Portal.

It is important that you carefully read and understand the terms and conditions of these Supplemental Terms. By clicking the “AGREE” button, or using any other mechanism to agree to these Supplemental Terms, or by accessing, using, or receiving GAF Leads, effective immediately you are bound by and agree to comply with these Supplemental Terms and you affirm your prior agreement to the General Terms. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE SUPPLEMENTAL TERMS, YOU ARE NOT AUTHORIZED TO CLICK THE “AGREE” BUTTON, OR OTHER MECHANISM, OR TO ACCESS, USE, OR RECEIVE GAF LEADS.

Capitalized terms used in these Supplemental Terms and not otherwise defined shall have the same meanings as set forth in the General Terms.

**1 SUBSCRIPTION.** Subject to the terms and conditions of the Agreement, including, without limitation, these Supplemental Terms, GAF grants you a subscription to GAF Leads pursuant to which GAF will aggregate GAF Generated Leads and/or Third Party Generated Leads (GAF Generated Leads and Third Party Generated Leads are hereinafter collectively referred to in these Supplemental Terms as the “**Leads**”) and transmit such Leads for you to use in a system provided by GAF or its subcontractor, service provider, or agent (“**GAF Project**”) or by a third party not affiliated with GAF (“**Third Party Leads System**,” and collectively with GAF Project, “**Leads System**”). As part of your enrollment in GAF Leads, you will identify (a) which Leads you wish to have collected by GAF in connection with GAF Leads; and (b) the Leads System to which GAF will transmit such Leads. Any use by you of GAF Leads not specifically authorized under the Agreement is prohibited. GAF has no responsibility whatsoever to furnish any maintenance and support services with respect to GAF Leads.

**2 GAF GENERATED LEADS AND GAF PROJECT.** Your use of GAF Generated Leads transmitted in connection with GAF Leads is subject to these Supplemental Terms, whether or not you also use GAF Project for such Leads. Any use by you of GAF Project, including in connection with any Leads received in GAF Project pursuant to GAF Leads, is subject to the GAF Project Supplemental Terms which terms may be found in the GAF Legal Documents section of the Document Library in the GAF Partner Portal.

### **3 THIRD PARTY GENERATED LEADS AND THIRD PARTY LEADS SYSTEMS.**

3.1 You represent and warrant that you have the rights necessary from the provider of all Third Party Generated Leads to provide such leads to GAF for GAF to handle pursuant to the Agreement. You further represent and warrant that you have the rights necessary from the provider of the Leads System you have identified for GAF to transmit Leads to such system and to otherwise use such Leads System for the purposes authorized in the Agreement.

3.2 Your use of the Third Party Generated Leads transmitted in connection with GAF Leads and your use of any Third Party Leads System is subject to the agreement between you and the applicable third party for such Third Party Generated Leads and Third Party Leads System, respectively. You are solely responsible for paying the provider of any Third Party Generated Leads and any Third Party Leads Systems for such leads and systems. GAF will not be responsible or liable for any aspect of the relationship between you and any such providers, including, without limitation, with respect to fees you may owe. In

the event of any dispute between you and any such provider, including, without limitation, with respect to fees, you must address the dispute with the provider or its representative directly.

**4 TERMINATION.** These Supplemental Terms shall remain in full force and effect and continue until they (or the Agreement generally) or your subscription to GAF Leads is terminated or cancelled as provided in the General Terms. Section 3.2 of these Supplemental Terms survives termination of these Supplemental Terms.