

## **REIFax - Affiliate Partner Terms and Conditions**

You must read, accept, agree and comply with these Affiliate Partner Terms and Conditions. We will review and evaluate your registration form and notify you regarding the status of your website in the REIFax.com Affiliate Partner Program ("Program"). We may reject your application after initial approval if we establish (in our sole discretion) that your website is inappropriate or unsuitable for the Program.

Inappropriate or unsuitable websites include, but are not limited to, those that:

- Infringe trademark rights of yours or any third party or otherwise violate the rights of any third party
- Promote illegal activities or otherwise violate any applicable laws, including those targeting "spyware," "adware" or SPAM
- Violate any intellectual property rights, including, without limitation, scraping text or images from REIFax Websites
- Do not clearly state an online privacy policy to its visitors
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age
- Contain sexually explicit materials
- Contain offensive/violent/hate content
- Otherwise are considered inappropriate or unsuitable at REIFax's sole discretion

This agreement governs involvement in the REIFax Affiliate Partner Program only.

Once you are accepted into the Program, you will be able to participate in the Program subject to the terms and conditions of this Agreement. You should also note that if you are accepted to participate in the Program and your website is thereafter established (in our sole discretion) to be unsuitable based on the criteria above for the Program, we may terminate this Agreement.

### **Master Agreement**

This Master Agreement ("Agreement") is made between REIFax and you ("Affiliate Partner").

### **Background**

Affiliate Partner and REIFAX each desire to establish the general terms and conditions which shall govern advertising and commission arrangements between Affiliate Partner and REIFAX which result from their want to share Website Customers.

### **Terms and Conditions**

in consideration of the foregoing and the respective covenants and promises set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, REIFax and you ("Affiliate Partner") agree as follows:

#### **A. Offers and Involvements.**

A.1. From time to time, REIFAX may post on its website at <http://www.reifax.com/xima3/website/company/become.php> ("REIFax Interface") offers to pay to other participants a specified commission in return for certain advertising services leading to a

Qualifying Link (defined below). Such offers shall be deemed to be an “Offer” for purposes of this Agreement. The term “Offer” shall also include any counter-offers resulting from an Offer.

A.2. If an Offer made by one party is accepted by the other party in accordance with the Offer’s terms, an “Involvement” will have been formed. and shall be governed by the terms and conditions of this Agreement. However, in the event of any inconsistency between the terms of the specific Involvement and the terms of this Agreement, the terms of the Involvement shall govern.

A.3. At any time prior to Affiliate Partner providing a Qualifying Link, REIFAX may with or without notice (a) change, suspend or discontinue any aspect of an Offer or an Involvement or (b) remove, alter, or modify any graphic or banner ad submitted by REIFAX for an Offer or an Involvement. Affiliate Partner agrees to promptly implement any request from REIFAX to remove, alter or modify any graphic or banner ad submitted by REIFAX that is being used by Affiliate Partner as part of an Involvement.

## **B. Affiliate’s Responsibilities.**

B.1. Affiliate Partner will link its site to areas within REIFAX’s Website (REIFax.com”) using special URLs specified in the Involvement (the “Required URLs”). Affiliate Partner may post as many links to the required URLs and the rest of REIFax.com as it likes on Affiliate Partner’s website. The position, prominence and nature of links on the Affiliate Partner’s site shall comply with any requirements specified in the Involvement and this Agreement, but otherwise will be in the discretion of Affiliate Partner.

B.2. Affiliate Partner agrees not to make any representations, warranties or other statements concerning REIFAX, REIFAX’s Website, any of REIFAX’s products or services, or REIFAX’s website policies, except as expressly authorized by the Involvement.

B.3. Affiliate Partner is responsible for notifying REIFAX of any malfunctioning of the required URLs or other problems with Affiliate Partner’s participation in the Involvement. REIFAX will respond within reasonable time to all concerns upon written notification by Affiliate Partner.

## **C. Commissions.**

C.1. REIFAX agrees to pay Affiliate Partner the commission specified in the Affiliate Partner Commission Agreement located at the bottom of this Agreement, if REIFAX sells to a visitor to REIFax.com (a “Subscriber”) a product or service that is the subject of the Involvement and if that Subscriber has accessed REIFax.com and purchased the product or service via a Qualifying Link.

C.2. A “Qualifying Link” is a link from Affiliate Partner’s website to REIFax.com using one of the required URLs or any other URL provided by REIFAX if it is the last link to REIFax.com that the Subscriber uses during a session where a sale of a product or a service to Subscriber occurs. A “Session” is either (a) a period of 24 hours from the time of a Subscriber’s initial contact with REIFax.com via a link from the Affiliate Partner’s website or the Involvement expires or is terminated or (b) if a subscriber links to REIFax.com from more than one affiliate website within a 24-hour period, then the period of time beginning from a Subscriber’s initial contact with REIFax.com via a link from the Affiliate Partner’s website and terminating when the subscriber

either returns to REIFax.com via a link from a website other than Affiliate Partner's website or the Involvement expires or is terminated.

C.3. REIFAX shall have the sole right and responsibility for processing all orders made by subscribers. Affiliate Partner acknowledges that all agreements relating to sales to subscribers shall be between REIFAX and the Subscriber.

C.4. All determinations of Qualifying Links and whether a commission is payable will be made by REIFAX and will be final and binding on both REIFAX and Affiliate Partner. Prices for the products will be set solely by REIFAX in its discretion.

#### **D. Ownership and Licenses.**

D.1. Each party owns and shall retain all right, title and interest in its copyrights and proprietary technology, including, without limitation copyrights and proprietary technology currently used or which may be developed and/or used by it in the future, logos, names, trademarks, service marks and trade dress.

D.2. REIFAX grants Affiliate Partner a revocable, non-exclusive, worldwide license to use, reproduce and transmit the proprietary technology, logos, name, trademarks, service marks and trade dress provided by REIFAX solely for the purpose of creating links from Affiliate Partner's website to REIFax.com during Involvements. Except as expressly set forth in this Agreement or permitted by applicable law, Affiliate Partner may not copy, distribute, modify, reverse engineer, or create derivative works from the same. Any good will resulting from Affiliate Partner's use of REIFAX's logos, name, trademarks, service marks and trade dress will become beneficial solely to REIFAX and will not create any right, interest or title for Affiliate Partner. Affiliate Partner may not sublicense, assign or transfer any such licenses for the use of the same, and any attempt at such sublicense, assignment or transfer is void.

D.3. Affiliate Partner may use only the logos, banners, text links, trademarks, service marks, trade dress, promotion codes, etc. ("Creative") that is provided by REIFAX. Affiliate Partner shall not use the Creative in connection with any activity that may bring discredit upon REIFAX, or its products or services, or that damages the reputation for quality inherent in the same. The use of Creative that is posted on other sites, found in other emails or other sources, manipulated in any way or derived from any means besides through REIFAX's interface is not permitted. If Affiliate Partner does not fully comply with this provision REIFAX may withhold commissions, immediately terminate this Agreement and/or permanently remove Affiliate Partner from the program.

D.4. Affiliate Partner's use of REIFAX's logos, name, trademarks, service marks, and trade dress pursuant to Section D.2 and D.3 must be in a manner that is clearly less prominent than that of Affiliate Partner's logos, name, trademarks, service marks, trade dress, products and/or website name. Affiliate Partner is prohibited from creating an impression that there is an association or affiliation between REIFAX and Affiliate Partner beyond the arrangement outlined in this Agreement.

D.5. Affiliate Partner shall always maintain the quality of its services at a level satisfactory to REIFAX. REIFAX shall at times have the right to review Affiliate Partner's activities related to this Agreement.

D.6. Affiliate Partner shall immediately cease using REIFAX's proprietary technology, logos, name, trademarks, service marks, trade dress, and any Creative upon the termination or expiration of this Agreement.

D.7. Affiliate Partner grants REIFAX a non-exclusive, worldwide, royalty-free license to use, reproduce and transmit any graphic or banner ad submitted by Affiliate Partner solely for co-branding purposes or as a return link from REIFAX's Website to Affiliate Partner's website. REIFAX will remove such graphic or banner ad upon Affiliate Partner's request.

## **E. Confidentiality.**

E.1 Except as otherwise provided in this Agreement or with our prior written consent, Affiliate Partner agrees that all information including, without limitation, the terms of this Agreement, REIFAX's business and financial information, its customer lists, and its pricing and sales information, shall remain strictly confidential and shall not be utilized, directly or indirectly, by Affiliate Partner for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than Affiliate Partner. Notwithstanding the foregoing, Affiliate Partner may deliver a copy of any such information (a) pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process.

E.2 REIFAX shall own and retain all right, interest and title in all names, addresses and other identifying information of Subscribers visiting REIFAX's Websites ("Subscriber Data") which is collected by REIFAX, including without limitation, Subscribers who access REIFAX's Websites through Qualifying Links, and Affiliate Partner shall have no right to use any such Subscriber Data.

## **F. Privacy.**

F.1. Affiliate Partner shall not send out any emails, directly or indirectly, that advertise or promote REIFAX, its products, services, websites or offers without REIFAX's prior express written consent.

F.2. Affiliate Partner agrees not to send any email or other form of electronic message or advertisement containing REIFAX's name, product or service, website address, meta tag or any other type of identifier to any recipient unless the recipient has directly consented to receive such communication from Affiliate Partner or Affiliate Partner has a pre-existing business relationship with the recipient. In addition, Affiliate Partner agrees to provide a recipient of such communication with the ability to "opt out" of further communications from Affiliate Partner either by calling a toll free number or by sending an "unsubscribe" email to Affiliate Partner.

## **G. Termination.**

G.1. Either party may terminate any Involvement at any time by deleting their acceptance of the Involvement through the REIFAX Interface. Termination of an Involvement shall not terminate this Agreement or any other Involvement.

G.2. Either party may terminate this Agreement at any time, for any reason, provided that they provide at least five day's prior written notice of such termination to the other party. In addition,

REIFAX shall be entitled to terminate this Agreement immediately if Affiliate Partner materially breaches or violates any terms or conditions of this Agreement, or if REIFAX determines, in its sole discretion, that there are technical or operational issues (e.g. interruptions caused by or shifts in online/Internet technology) that adversely affect compliance with this Agreement, or the orders/referrals were obtained fraudulently or through misrepresentation, in which case REIFAX reserves the right to withhold payment of commissions pending an investigation of the suspected fraud or misrepresentation. Termination of this Agreement shall also terminate any outstanding Involvements. However, all rights to payment, causes of action and any provisions, which by their terms are intended to survive termination, shall survive termination of this Agreement.

G.3. This Agreement shall commence as of the date last executed below and shall terminate as per the terms of sections D.3 and G.2 above.

## **H. Representations.**

H.1. Each party represents to the other that it has the rights, authority, and any required permission and consent to enter into the Agreement and to grant any licenses granted hereby.

H.2. Affiliate Partner represents that: (a) the contents of its website do not (a1) infringe any copyright, patent, trademark, trade secret, or do not breach any duty toward, or rights of, any person or entity, including rights of publicity and/or privacy; (a2) violate any applicable law, statute, directive, ordinance, treaty, contract, or regulation, or REIFax.com policies or guidelines (collectively, "Laws"); (a3) contain false, deceptive, misleading, unethical, defamatory, libelous, or threatening; (a4) contain lewd, pornographic or obscene material; (a5) violate any laws regarding unfair competition, antidiscrimination or false advertising; (a6) promote violence or contain hate speech; or (a7) contain viruses, trojan horses, trap doors, backdoors, easter eggs, logic bombs, worms, time bombs, cancelbots, and/or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any REIFax.com system data or information; reflect poorly on or tarnish the reputation or goodwill of REIFax.com and (b) that Affiliate Partner has and complies with a privacy policy consistent with federal and state laws and regulations, which is prominently displayed on its website.

H.3. EXCEPT FOR THE ABOVE REPRESENTATIONS NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **I. Indemnification.**

I.1. Affiliate Partner agrees to indemnify, defend, and hold harmless REIFax.com and its affiliates, directors, officers, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses claims, whether actual or alleged (collectively, "Claims"), brought by a third party, arising out of a breach, or alleged breach, of any of its representations or obligations herein in connection with your Information and/or ads, your or Authorized Users' use of any Program, REIFax.com system, or REIFax.com Websites, your website, or your or Authorized Users' breach of the Agreement. You are solely responsible for defending any claim against REIFax.com, subject to such REIFax.com right to participate with counsel of its own choosing, and for payment of all judgments, settlements, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, resulting from all claims against a REIFax.com,

provided that you will not agree to any settlement that imposes any obligation or liability on REIFax.com without its prior express written consent.

#### **J. Limitation of Liability.**

J.1. Except for Section I.1 (“Indemnification”), IN NO EVENT WILL ANY REIFAX.COM ENTITY BE LIABLE FOR ANY INDIRECT, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU WILL NOT HOLD REIFAX.COM RESPONSIBLE FOR THE SELECTION OR RETENTION OF, OR ANY ACTS, ERRORS, OR OMISSIONS BY, ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT.

#### **K. General.**

K.1. Each party shall act as an independent contractor and shall have no authority to obligate or bind the other in any respect.

K.2. REIFAX may modify any of the terms and conditions contained in this Agreement, at any time and in its sole discretion, by posting a change notice or a new agreement on the REIFAX Interface and giving you notice of the modification through REIFAX Interface or through a subsequent written agreement between the parties. IF ANY MODIFICATION IS UNACCEPTABLE TO AFFILIATE PARTNER, ITS ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. AFFILIATE PARTNER’S CONTINUED COMPLIANCE WITH THIS AGREEMENT FOLLOWING REIFAX’S POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON ITS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

K.3. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the state of Florida. Any disputes arising out of this Agreement shall be brought in the federal or state courts located in Broward County, Florida. If you need to send official correspondence, send it via registered mail to Legal Department, REIFax, 18459 Pines Blvd, Suite 139, Pembroke Pines, FL 33029.

K.4. This Agreement may be agreed to in more than one counterpart, each of which together shall form one and the same instrument. The parties agree that execution may be achieved in any format convenient to the parties.

K.5. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

Updated November 16, 2011

### **REIFax - Affiliate Partner Commission Agreement**

You must read and agree to this Agreement to receive commissions under the REIFax.com Affiliate Partner Program (“Program”).

This Agreement is made between REIFax and you ("Affiliate Partner").

In consideration of the promises set forth below, we agree as follows:

- a) Participation in Program. In order to earn and receive commissions, Affiliate Partner must have been accepted as an Affiliate Partner as a participant in the Program and the Master Agreement between REIFax and Affiliate Partner must be in full force and effect. If the Master Agreement is terminated by either party for any reason, no commissions will accrue. This Agreement shall terminate for all purposes without further notice upon the termination of the Master Agreement.
- b) Qualifying Goods and Services. Commissions may be earned on sales of the following goods and services only ("Qualifying Products"):
  - 1. REIFax Residential, Platinum and Professional, Home Deal Finder, Buyer's Pro and Leads Generator subscriptions
  - 2. Advertising in the REIFax.com website.

No commissions will be earned or paid on the sale of any other goods or services offered by REIFAX.

- c) Commissionable Sales. A Commissionable Sale is a final sale by REIFax of a Qualifying Product during the term of the Master Agreement to a visitor to the REIFax.com website who accessed the website via a Qualifying Link (as defined in the Master Agreement).
- d) Commissions. Commissions may be earned as follows:
  - 1. REIFax Residential, Platinum and Professional, Home Deal Finder, Buyer's Pro and Leads Generator subscriptions. A commission equal to 20% of net sales price shall be paid to Affiliate Partner as a commission on the sale, if Affiliate's Customer Network is from 1 to 50 active subscribers. A commission equal to 25% of net sales price shall be paid to Affiliate Partner as a commission on the sale, if Affiliate's Customer Network is from 51 to 100 active subscribers. A commission equal to 30% of net sales price shall be paid to Affiliate Partner as a commission on the sale, if Affiliate's Customer Network is more than 100 active subscribers. The commission will continue so long as the purchaser subscribes to the listing service.
  - 2. Advertising in the REIFax.com website. Affiliate Partner will be paid 20% of commissionable net sales.
- e) Terms and Conditions.
  - 1. Commissions are earned on commissionable sales only after REIFax has received payment in full on such sale.
  - 2. Any cancellations, returns or refunds will be charged back to Affiliate Partner. Any such chargeback's will be made against current commissions, but if current commissions are not sufficient to cover the chargeback, Affiliate Partner must refund the commissions to REIFax within 30 days.
  - 3. REIFax retains the sole and absolute discretion over the pricing of its goods and services and may change prices at any time without notice to Affiliate Partner. REIFax may from time to time, in its sole and absolute discretion, offer discounts,

rebates or other special pricing. Commissions will be based on the actual sale price received by REIFax from any commissionable sale.

- f) Master Agreement. This Agreement is subject to all of the terms of the Master Agreement, including the determination whether a sale has been the result of a customer having accessed REIFax.com via a Qualifying Link.
- g) Payment. Commissions will be paid by the **15th** day of the calendar month following the month in which REIFax has received payment on the commissionable sale.

Any questions? Feel free to contact us at:

REIFax

By email: [support@REIFax.com](mailto:support@REIFax.com)

By phone: 888-349-5368  
Monday through Friday  
9 am - 6:00 pm ET

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