

This Affiliate Service Agreement (the "Agreement") is made by and between Showcase Web Sites, LLC., an Georgia corporation ("Showcase IDX"), and you, as an Affiliate utilizing the Showcase IDX Agent Affiliate Program ("You", "Your", "Affiliate").

You must agree to abide by the terms and conditions contained in this Agreement in order to participate. Please read this Agreement carefully before registering and using the Service as an Affiliate. By signing up for the Showcase IDX Agent Affiliate Program (the "Service"), you indicate Your acceptance of this Agreement and its terms and conditions. If You do not accept this Agreement, do not use the Showcase IDX Service as an Affiliate.

The following agreement is summarized as follows:

- You will place Showcase IDX banners and/or links anywhere on your website or social media as you see fit, or within non-spam emails.
- We may email you concerning new affiliate programs and opportunities.
- We might change and update the service here and then.
- You will be paid your commissions monthly on or around the 21st of the following month.
- Your reward for referring new customers: You get 10% recurring commission on all revenue (excluding MLS fees) for each referred customer for the first 12 months, and if your Affiliates recruit affiliates, you will get 15% override commission from their earnings for the first 12 months of their being a Showcase IDX customer.
- You will only be given commission on recognized, booked revenue.
- All statistics are collected and calculated by Showcase IDX, and will be the only valid stats used for determining commissions.
- As an affiliate, you can only have 1 account. You can list multiple domains in one account, but only one account is allowed. Self-referrals for affiliate accounts are strictly prohibited.
- You will be required to have a paypal account to receive commission payouts.
- You won't hold us liable for anything, a link to a non-Showcase IDX Web site does not mean that Showcase IDX endorses or accepts any responsibility for the content or the use of such Web site.
- You cannot SPAM. You cannot SPAM. You cannot SPAM. We will terminate your account on the **first offense of SPAMMING**. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we WILL terminate your affiliate account on the first offense.
- You may place marketing banners or links within your newsletters, social media posts and profiles, in content of your website, or within other web related content.
- Affiliate accounts that are left inactive will be removed from our system if their balance is equal to or less than \$25. If an abandoned affiliate account has a balance between \$25 and \$50, a \$25 fee will be assessed once per calendar month, until the balance is equal to zero dollars - and is closed. At no time will an affiliate ever owe monies to Showcase IDX, Inc. based on fees - the account will simply be closed. An abandoned affiliate account is defined as any account that has not been logged in to for a period of 6 months, nor have any transactions been posted to that account. If one or the other of those conditions are true - the account will remain in an active state.

- Showcase IDX will do its best to only compensate Affiliates on booked (recognized) revenue. In the event that Showcase IDX issues a refund on a affiliate-related payment, the commission will be adjusted in the next commission period. If the amount of the paid commission adjustment (refund to Showcase IDX) is more than the total commission to be paid within the next monthly commission period, Showcase IDX reserves the right to charge the customers' credit card on file for this amount within 30 days.
- **NOT ALLOWED:** All other uses of banners or links, such as newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.
- **NOT ALLOWED:** Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- **NOT ALLOWED:** Any display of a Showcase IDX sign up form that isn't the result of a direct click by the end-user.
- Failure to abide by these rules could mean termination from the Showcase IDX Agent Affiliate program, or from Showcase IDX completely **with a complete forfeit of commissions**.
- Fraud is a serious offense, and will be treated as such. Fraud is defined as any action that intentionally attempts to create sales, leads, or click-throughs using robots, frames, iframes, scripts, or manually "refreshing" of pages, for the sole purpose of creating commissions. ANY ATTEMPTED FRAUD OR FRAUD WILL RESULT IN MEMBERSHIP TERMINATION AND VOIDED COMMISSIONS.
- The Showcase IDX Agent Affiliate program is only for current Showcase IDX customers with accounts in good standing.
- Your Affiliate account will be terminated and all commissions forfeited in the event that you are no longer an active Showcase IDX customer with your account in good standing.
- You cannot refer yourself as a Affiliate with Showcase IDX and receive commission. Sorry.

PRIVACY POLICY

Showcase IDX respects the privacy of its users and will not disclose personal information to third parties without the express permission of You and Your company. If You have any questions please contact help@showcaseidx.com.

DEFINITIONS

"Affiliate" means an individual agent or team that is a customer of Showcase IDX is generating their own traffic and thus rewarded for legitimate referred sales. Affiliates use Showcase IDX Affilite Management Tools to facilitate relationships with prospective and affiliated agents as well as gain tracking, reporting, and receipt of commission payment.

"Visitor" means any person, or user that clicks on a Link to a Showcase IDX Web site placed on an Affiliate's website, email, social media, or other approved means.

"sale commission" means the Payout Showcase IDX sets and agrees to pay for Visitors referred to the Showcase IDX's Web site that results in a sale of a product or service. The sale could occur at the time of the visit or at a later time not to exceed 60 days. If a sale occurs after 60 days and the Visitor has not returned through an authorized Affiliate's site, then no Payout shall occur.

"Payout" means the amount of sale commission, Showcase IDX will pay for an individual measurable action. The Payout is defined as a percentage of a total sale amount.

"Commission" means the amount of sale commission, Showcase IDX agrees to pay for an individual measurable action. The Payout is defined as a percentage of a total sale amount.

"Link" means a hyperlink placed on an Affiliate's site that, when clicked on, sends a Visitor through to Showcase IDX's website with a code that identifies the Affiliate. Links take many forms including text, a product image, buttons, banners, videos or any other format acceptable to Showcase IDX.

"VOID" means a reversal of a Payout previously earned for a sale, lead, or click that is later rescinded or corrected by Showcase IDX. Showcase IDX may VOID transactions that are fraudulent, or in the case of returned merchandise, duplicate transactions, or other valid reasons.

"Your Account" means a specific account within the Service, where Commissions are credited.

THE SERVICE

Showcase IDX has developed and operates a service (the "Service") which allows Affiliates to participate in Performance Marketing programs. As an Affiliate of Showcase IDX, all Affiliate relationships established between You, Your Affiliates, and Showcase IDX, will be conducted and managed through the Service.

LINK PLACEMENT

As an Affiliate of the Service, you may place and remove Showcase IDX Links on Your site and in acceptable locations.

- You place Showcase IDX banners anywhere on your site or social media posts as you see fit, or within non-spam emails.
- You cannot SPAM. You cannot SPAM. You cannot SPAM. We will terminate your account on the **first offense of SPAMMING**. Do not send email to lists or groups that you do not have permission to send to. We cannot stress this enough, we WILL terminate your account on the first offense.
- Affiliate accounts that are left inactive will be removed from our system if their balance is equal to or less than \$25. If an abandoned affiliate account has a balance between \$25 and \$50, a \$25 fee will be assessed once per calendar month, until the balance is equal to zero dollars - and is closed. At no time will an affiliate ever owe money to Showcase IDX, Inc. based on fees - the account will simply be closed. An abandoned affiliate account is defined as any account

that has not been logged in to for a period of 6 months, nor have any transactions been posted to that account. If one or the other of those conditions are true - the account will remain in an active state.

- **NOT ALLOWED:** All other uses of banners or links, such as newsgroups, chat rooms, ICQ, message boards, banner networks, hit farms, counters, or guestbooks etc. are NOT allowed.
- **NOT ALLOWED:** Any placement of creative in a "Desktop" advertising scheme. This includes any and all 3rd party advertising platforms that use a desktop application to display ads in any form.
- **NOT ALLOWED:** Any display of a Showcase IDX website that isn't the result of a direct click by the end-user.

AFFILIATE PAYMENT

You will receive a Commission for sending Showcase IDX authorized sales. In order to place Links, You must first be approved by Showcase IDX to become an Affiliate. You understand that the Payout amount may be changed at any time. This information is also available to You in the Showcase IDX Affiliate Management Tools. You are responsible for determining if the Payout for a Link You have placed on Your site has changed or been discontinued. You receive the Commission from Showcase IDX. Payments are made automatically on the twentieth (20th) day of each month. Money credited to Your Account does not accrue interest. In the event of a cancelled account or voided/refunded payment by an Affiliate, Showcase IDX may recover from You the corresponding Commission previously credited to Your Account. The VOID Commission will be immediately deducted from Your Account balance. In the event that Your Account balance is less than the VOID Commission, the VOID Commission will be deducted against Your next month's earnings. If the amount of the next months earnings does not cover the shortfall, Showcase IDX may charge your credit card on file to recoup the commission.

SERVICE AND SUPPORT

Showcase IDX will provide support for the Service as indicated on the Showcase IDX Web site.

EMAIL CONTACT

Showcase IDX reserves the right to send e-mail to You for the purposes of informing you of applicable changes or additions to the Service or any Showcase IDX related products and services.

CHANGES TO THE SERVICE

Showcase IDX reserves the right to change, modify, add or remove portions of this Agreement at any time and may add to, change, suspend or discontinue any aspect of the Service at any time. In the event of any material change, Showcase IDX will notify You via e-mail, newsletter or the Showcase

IDX Web site at least 7 days prior to any such changes taking effect, at which time You may either agree to such changes or withdraw from the Service.

REGISTRATION

To sign up as an Affiliate of Showcase IDX and to use the Service as an Affiliate Partner you must be at least 18 (eighteen) years of age, a Showcase IDX customer, and supply a valid tax-id, which may be your social security number for individuals, or a federal tax-id for corporations or entities for tax and 1099 purposes.

ACCEPTED USE

You represent to Showcase IDX that all content You provide to the Service is solely owned by You or provided by You with the express authority of the company You represent, does not infringe upon any other individual's or organization's rights (including, without limitation, intellectual property rights) and is not defamatory, libelous, unlawful or otherwise objectionable. You shall not provide, promote, distribute, place or otherwise publish as an Affiliate of the Service any content, or Web site that includes content, which is libelous, defamatory, obscene, pornographic, abusive, fraudulent or violates any law. As Showcase IDX may not review all information provided by You, You shall remain solely responsible for Your content and Web site. As an Affiliate, You may not artificially inflate traffic counts to Showcase IDX using any device, program, robot or other means, including but not limited to JavaScript pop-up windows and redirects.

Links may not be placed in newsgroups, unsolicited e-mail, ICQ, banner networks, counters, chatrooms or guestbooks. Any Link placed must be done in such a way that it is not misleading to any Visitor and done with the intention of delivering valid sales, leads, or clicks to Showcase IDX for that Link.

Showcase IDX RESERVES THE RIGHT TO DEEM ANY AFFILIATE INAPPROPRIATE AND TERMINATE THE AFFILIATE AS A MEMBER OF Showcase IDX Agent Affiliate Program. If You are terminated from the Service, Showcase IDX has the right to withhold money You earned within the Service or money that You owe within the Service and You will not be allowed to re-join Showcase IDX Agent Affiliate Program.

LIMITED WARRANTY

The Service, its operation, its use and the results of such use shall be performed in a workmanlike manner. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SHOWCASE IDX DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE, ITS USE AND THE RESULTS OF SUCH USE. WITHOUT LIMITING THE FOREGOING, Showcase IDX SPECIFICALLY DISCLAIMS ANY WARRANTY (A) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, (B)

THAT DEFECTS WILL BE CORRECTED, (C) THAT THERE ARE NO VIRUSES OR OTHER HARMFUL COMPONENTS, (D) THAT THE SECURITY METHODS EMPLOYED WILL BE SUFFICIENT, OR (E) REGARDING CORRECTNESS, ACCURACY, OR RELIABILITY. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. Showcase IDX will make reasonable commercial efforts to keep its transaction service operational. However, certain technical difficulties may, from time to time, result in temporary service interruptions. Affiliate understands and acknowledges that it is normal to have a certain amount of system downtime and further agrees not to hold Showcase IDX liable for any of the consequences of such interruptions. SHOWCASE IDX SHALL HAVE NO LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF ANY WEB SITE OF AFFILIATE OR AFFILIATE CUSTOMER DATA FILES OR SYSTEMS OR PROGRAMS THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. SHOWCASE IDX SHALL HAVE NO LIABILITY WITH RESPECT TO SHOWCASE IDX OBLIGATIONS HEREUNDER OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF SHOWCASE IDX HAS BEEN NOTIFIED OF SUCH DAMAGES. ANY LIABILITY OF SHOWCASE IDX HEREUNDER SHALL BE LIMITED TO THE REVENUE EARNED BY SHOWCASE IDX AS A DIRECT RESULT OF THIS AGREEMENT.

LIMITATION OF LIABILITY

SHOWCASE IDX OR ITS SUPPLIERS OR RESELLERS SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR (I) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SHOWCASE IDX SERVICE OR AGENT AFFILIATE PROGRAM OR ANY INFORMATION PROVIDED ON THE SHOWCASE IDX WEB SITE OR ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA, EVEN IF SHOWCASE IDX OR A SHOWCASE IDX AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE OR ANY HYPERLINKED WEB SITE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, SHOWCASE IDX'S LIABILITY IS LIMITED TO THE SMALLEST AMOUNT PERMITTED BY LAW. THIS PARAGRAPH WILL SURVIVE THE FAILURE OF ANY EXCLUSIVE OR LIMITED REMEDY.

You agree that Showcase IDX, although the provider of the Service, has no responsibility or liability as a result of Your placement of authorized Links from Your Web site, and You, and Showcase IDX, jointly and severally agree to indemnify, defend, and hold harmless Showcase IDX and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to any offer or any other matter related to this Agreement or the subject matter hereof and any dispute relating thereto.

Showcase IDX agrees to indemnify, defend, and hold harmless Affiliate and its affiliates, officers, directors, employees and agents from and against any and all liability, claims, losses, damages, injuries or expenses (including reasonable attorneys' fees) directly or indirectly arising from or relating to Showcase IDX's negligence or willful misconduct in performance of the Services or its breach of this Agreement.

NON-DISCLOSURE

Showcase IDX acknowledges that in the course of this Agreement it shall have access to confidential and proprietary information ("Confidential Information") of Your company. Showcase IDX agrees not to disclose or disseminate the Confidential Information without Your prior express written consent. The term "Confidential Information" shall not include information that is or becomes part of the public domain through no action or omission of Showcase IDX, that becomes available to Showcase IDX from third parties without knowledge by Showcase IDX of any breach of fiduciary duty, or that Showcase IDX had in its possession prior to the date of this Agreement. Any information we receive is used solely for tracking and Commission payment purposes. Showcase IDX reserves the right to be able to utilize this data in aggregate to analyze Service trends, monitor Service efficiencies, and perform such other analysis as Showcase IDX deems appropriate.

DATA PROTECTION

You, the Affiliate, warrants, represents and covenants to Showcase IDX that You will comply with all applicable privacy and data protection laws, and rules and regulations applicable to the use of the Services. You shall establish and maintain physical, electronic and procedural safeguards, including the use of keycards, codes, intrusion detection systems, user names, passwords and encryption software, to prevent the unauthorized access, use, copying, disclosure, modification, transference, destruction, loss, or alteration of any personal identifying information ("PII"), including a person's name, address, telephone number, email address, age, social security number, credit card or debit card number, IP address or any other information that is personal or is likely to enable identification of a specific individual, during Your use, transmission or storage of any such PII. Where applicable law requires consent for the cookies served by Showcase IDX, You warrant that You will obtain the prior, freely given, specific and informed consent of any Visitors to any cookies served (or other similar technology used) by Showcase IDX on the Visitor as a result of a click.

OWNERSHIP AND LICENSES

You, the Affiliate, are granted a non-exclusive, limited, revocable right to use Showcase IDX provided trademarks and banners. All images, technology and content provided for Your use is and shall remain the sole property of the Showcase IDX, and no part thereof shall be deemed assigned or licensed to You except as explicitly provided for herein. All intellectual property rights, including trademarks, copyrights, patent rights or applications, trade names and service marks related to the foregoing shall remain Showcase IDX's sole property, including rights in and to any derivatives

thereof. You may not modify the trademarks, banners, the content or any of the images provided to You in any way.

Showcase IDX may immediately terminate Your license to use the marks if Showcase IDX reasonably believes that such use dilutes, tarnishes or blurs the value of their marks. You acknowledge that Your use of the marks will not create in You, nor will You represent that You have, any right, title or interest in or to the marks other than the license granted by Showcase IDX above. You will not challenge the validity of or attempt to register any of the marks or Your interest therein as a licensee, nor will You adopt any derivative or confusingly similar names, brands or marks or create any combination marks with the marks. You acknowledge Showcase IDX's ownership and exclusive right to use the marks and agree that all goodwill arising as a result of the use of the marks shall inure to the benefit of Showcase IDX.

REPRESENTATIONS

Showcase IDX makes no representations whatsoever about any other Web site which You may access through the Service. In addition, a link to a non-Showcase IDX Web site does not mean that Showcase IDX endorses or accepts any responsibility for the content or the use of such Web site.

NONASSIGNABILITY

Affiliate or Showcase IDX may not assign this Agreement to any successor or affiliate.

FORCE MAJEURE

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

JURISDICTIONAL ISSUES

This Agreement shall be governed by Georgia, USA law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this Agreement shall be in the state and federal courts in and for the State of Georgia, USA and You consent to such jurisdiction.

MISCELLANEOUS

This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by Showcase IDX. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.