

## **GiveReferrals.com LLC Referring Real Estate Agent User Agreement**

This Agreement is entered into by GiveReferrals.com, an Arizona limited liability company, and the individual registering as the referring salesperson. This Referring Real Estate Agent User Agreement (“Agreement”) governs access to and use of GiveReferrals.com LLC (the “Platform”) by individuals who register as referring salespersons (“Referring Salespersons”). By selecting “I Agree” during registration, the Referring Salesperson acknowledges that they have read, understood, and agreed to be bound by all terms and conditions of this Agreement.

### **1. PURPOSE AND RELATIONSHIP**

The Referring Salesperson acknowledges, agrees, and accepts that they are an independent contractor and not an employee, agent, partner, or joint venturer of GiveReferrals.com. The Platform does not control the manner, means, or methods by which the Referring Salesperson conducts their real estate business or submit referrals. The Referring Salesperson is solely responsible for all taxes, insurance, licensing fees, and other obligations associated with their independent contractor status. This relationship is non-exclusive, and the Referring Salesperson may engage with other referral platforms or services. The Referring Salesperson is not entitled to any employee benefits, including but not limited to health insurance, retirement benefits, paid time off, or workers’ compensation coverage.

The Platform facilitates the exchange of leads between referring and recipient real estate agents. The Platform is not a brokerage and does not participate in, process, or distribute referral fees. All such fees are handled externally in compliance with applicable state statutes and regulations, including but not limited to Arizona Revised Statutes § 32-2155 (restrictions on employment and compensation of brokers and salespersons), § 32-2163 (compensation between in-state and out-of-state brokers), § 32-2153 (disciplinary grounds for improper compensation arrangements), and Arizona Administrative Code R4-28-701 (compensation sharing disclosure requirements), and all other applicable brokerage requirements. The Referring Salesperson acknowledges that referral fees may only be paid between licensed real estate brokers or to salespersons through their employing broker, and that accepting compensation from unauthorized sources may result in license suspension or revocation. Nothing in this Agreement creates an employment, agency, joint venture, or partnership relationship between the Platform and the Referring Salesperson.

### **2. DEFINITIONS**

**2.1 Lead.** A “Lead” means a prospective client’s contact information and related details submitted through the Platform’s “Refer My Client” feature, including name, contact data, and contextual information sufficient to qualify the referral.

**2.2 Handoff Completion.** A referral is deemed complete when the designated Recipient Salesperson acknowledges receipt of the Lead through the Platform.

**2.3 Confidential Information.** Any nonpublic information disclosed through the Platform, including Lead data, user lists, technical specifications, business methods, financial information, and proprietary algorithms.

**2.4 Platform Data.** All data, analytics, reports, and insights generated by or through the Platform, excluding user-submitted Lead information.

**2.5 Unauthorized Access.** Any access to or use of the Platform without proper authorization, including credential sharing, system circumvention, or access after account termination.

**2.6 Material Violation.** Any breach of this Agreement that results in actual or potential harm to the Platform, its users, or third parties, or that undermines the Platform's security or business model.

**2.7 Business Hours.** Monday through Friday, 8:30 AM to 5:00 PM Mountain Time, excluding federal holidays.

**2.8 Personal Data.** Any information relating to an identified or identifiable individual, as defined under applicable privacy laws.

**2.9 Recipient Salesperson.** The real estate agent to whom the Referring Salesperson provides a Lead.

### **3. USER ELIGIBILITY AND WARRANTIES**

The Referring Salesperson represents and warrants that:

- (a) all Leads provided are accurate, current, and legally obtained;
- (b) they have the lawful right to share each Lead's information with the Platform and the designated Recipient Salesperson, including compliance with all applicable federal and state privacy laws;
- (c) they have obtained the necessary consent and authorization from their clients to share the client's personal information through the Platform;
- (d) they have, if necessary, obtained the consent and authorization from their broker to use the Platform;
- (e) they shall comply with all applicable privacy and data protection laws in submitting Lead information;
- (f) they shall not use the Platform for fraudulent, misleading, or unlawful purposes;
- (g) they hold all necessary professional licenses in good standing and shall maintain such licenses throughout the term of this Agreement;
- (h) they shall notify GiveReferrals.com of any change in their licensure status;
- (i) they comply with all applicable anti-spam laws, including the CAN-SPAM Act, TCPA, and state equivalents;
- (j) they have full authority to bind any entity they represent in connection with Platform use;

(k) they shall maintain ongoing compliance with all applicable laws and regulations;

(l) they shall not submit Leads obtained through prohibited means, including unauthorized data scraping or purchase from unlicensed sources; and

(m) before submitting any Lead to a Recipient Salesperson, they shall have a reasonable basis to believe that the Recipient Salesperson (i) holds a valid and active real estate license in good standing in the applicable jurisdiction where the Lead's transaction will occur, (ii) has obtained proper authorization from their employing broker to participate in referral activities through the Platform, and (iii) is properly licensed and authorized to service clients in the relevant geographic area and transaction type, and Referring Salesperson shall promptly notify the Platform if they become aware of any deficiency in these requirements.

#### **4. DATA PROTECTION AND PRIVACY**

GiveReferrals.com's Privacy Policy, as may be amended from time to time and available at [giver referrals.com/privacy-policy](https://giver referrals.com/privacy-policy), is hereby incorporated into this Agreement by reference in its entirety. The referring real estate agent acknowledges that they have reviewed the Privacy Policy, understand its terms, and agree to be bound by all data protection and privacy requirements set forth therein. The Referring Salesperson shall comply with all applicable privacy laws, including but not limited to GDPR, CCPA, and state privacy statutes, and shall obtain all necessary consents for data sharing and processing in accordance with the Privacy Policy.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

**5.1 Platform IP.** The Platform and its content, including software, trademarks, service marks, trade names, logos, and proprietary technology, are owned by the Platform or its licensors and are protected by intellectual property laws.

**5.2 Limited License.** The Platform grants Referring Salesperson a limited, non-exclusive, non-transferable license to use the Platform solely for its intended referral purposes during the term of this Agreement.

**5.3 User Content.** Referring Salesperson retains ownership of Lead information but grants the Platform a limited license to use such information to provide Platform services. Any feedback, suggestions, or ideas provided to the Platform regarding Platform improvements or new features shall become the sole and exclusive property of the Platform, and the Referring Salesperson hereby assigns all right, title, and interest in such feedback to the Platform without any compensation or attribution.

**5.4 IP Infringement.** Referring Salesperson shall not infringe upon any third party's intellectual property rights and agrees to indemnify the Platform for any IP infringement claims arising from their use.

**5.5 DMCA Compliance.** The Platform maintains a DMCA-compliant process for addressing copyright infringement claims.

## **6. LEAD OWNERSHIP AND CONFIDENTIALITY**

**6.1 Ownership.** Each Lead remains the exclusive property of the Referring Salesperson who submitted it. The Platform retains a limiting license right in Lead data to provide Platform services.

**6.2 Mutual Confidentiality.** Both the Referring Salesperson and the Platform agree to maintain in strict confidence all Confidential Information obtained through the Platform. Confidential Information shall not be disclosed to any third party except as necessary to complete a referral or as required by law.

**6.3 Duration.** The confidentiality obligation shall survive termination of this Agreement for a period of five (5) years, with the exception that any GiveReferrals.com trade secrets that Referring Salesperson comes to know during their relationship with GiveReferrals.com shall be kept confidential for as long as they remain trade secrets under applicable laws.

## **7. NON-CIRCUMVENTION**

**7.1 Platform Relationship Protection.** The Referring Salesperson acknowledges that the Platform's core value proposition is facilitating connections between Referring Salespersons and Recipient Salespersons. Accordingly, Referring Salesperson agrees that for any Recipient Salesperson with whom they are connected through the Platform (a "Platform Connection"), they shall not, for a period of twenty-four (24) months following the date of their most recent Lead exchange through the Platform with that Platform Connection, engage in any of the following activities ("Circumvention Activities"): (a) send, transmit, or provide any new Lead information to that Platform Connection outside of the Platform interface; (b) establish direct referral arrangements or agreements with that Platform Connection that bypass the Platform; (c) communicate about potential Leads or referral opportunities with that Platform Connection through channels other than the Platform; or (d) encourage, facilitate, or participate in any scheme to avoid Platform fees, tracking, or other obligations by conducting referral business off-platform.

**7.2 Individual Lead Submission and Handoff.** For each individual Lead submitted through the Platform, Referring Salesperson shall: (a) conduct all initial communications and handoff activities through the Platform interface until Handoff Completion; (b) ensure all Lead information provided is complete, accurate, and includes all necessary client consents and contextual details; (c) respond promptly to any questions or clarifications requested by the Recipient Salesperson or Platform regarding the Lead; and (d) notify the Platform immediately if the Lead is withdrawn, the client changes their mind, or circumstances arise that would materially affect the referral.

**7.3 Permitted Activities.** This non-circumvention provision shall not restrict: (a) Referring Salesperson's ability to maintain and service existing client relationships that predated any Platform Connection; (b) lawful real estate activities unrelated to referrals to Platform Connections; (c) communications necessary to facilitate the handoff of an active Lead prior to Handoff Completion; or (d) relationships with other real estate professionals established entirely independent of the Platform, provided Referring Salesperson can demonstrate through clear and convincing evidence that such relationship existed prior to any Platform introduction.

**7.4 Reporting Suspicious Activity.** Referring Salesperson shall promptly report to the Platform any attempts by other users to circumvent Platform obligations, including but not limited to: requests to communicate off-platform, proposals to conduct future referrals outside the Platform, or any other conduct that appears designed to avoid Platform fees or tracking.

**7.5 Investigation and Enforcement.** The Platform reserves the right to investigate suspected circumvention activities, including requesting documentation of referral sources and communications. Failure to cooperate with such investigations shall constitute a Material Violation. Upon confirmed violation of this non-circumvention provision, the Platform may: (a) immediately terminate Referring Salesperson's account; (b) pursue liquidated damages equal to twenty-four (24) months of subscription fees for each Platform Connection involved in the circumvention, which the parties agree represents a reasonable estimate of damages that would be difficult to ascertain and is not intended as a penalty; (c) pursue actual damages if they exceed liquidated damages; and (d) seek injunctive relief to prevent ongoing violations.

**7.6 Survival.** The non-circumvention obligations set forth in this Section 7 shall survive termination of this Agreement for the full duration of any applicable restriction period.

## **8. PLATFORM USE AND COMPLIANCE**

The Referring Salesperson shall:

- (a) use the Platform only for lawful purposes;
- (b) not interfere with the operation or security of the Platform;
- (c) not share access credentials with others;
- (d) promptly notify the Platform of any unauthorized access or suspected breaches;
- (e) not engage in spam, harassment, or abusive conduct;
- (f) not attempt to reverse engineer, decompile, or extract source code from the Platform;
- (g) not use automated tools to access or scrape Platform data;
- (h) maintain current security software and apply security updates promptly;

- (i) not use the Platform for competitive intelligence gathering or to benefit competitors;
- (j) report suspected fraudulent activity or policy violations within twenty-four (24) hours;
- and
- (k) comply with all Platform usage guidelines and policies as updated from time to time.

The Platform disclaims any responsibility for the outcome or success of referrals and does not guarantee any business results.

## **9. SERVICE LEVELS AND PERFORMANCE**

**9.1 Uptime Commitment.** The Platform shall use commercially reasonable efforts to maintain 99.5% uptime during any calendar month, excluding scheduled maintenance and downtime caused by force majeure events, third-party service failures, or circumstances beyond the Platform's reasonable control.

**9.2 Support Response.** The Platform shall respond to support requests within two (2) Business Hours for critical issues and within one (1) business day for general inquiries.

**9.3 Data Backup.** The Platform maintains regular data backups and disaster recovery procedures.

**9.4 Maintenance Notice.** Scheduled maintenance shall be announced at least forty-eight (48) hours in advance through Platform notifications.

## **10. COMPLIANCE AND REGULATORY REQUIREMENTS**

**10.1 Real Estate Licensing.** Referring Salesperson must maintain all required real estate licenses in good standing and comply with applicable MLS rules and regulations and all relevant Arizona regulations.

**10.2 Fair Housing.** All the Referring Salesperson's Platform use must comply with federal, state, and local fair housing laws and anti-discrimination statutes.

**10.3 Anti-Money Laundering.** Referring Salespersons must comply with applicable AML and KYC requirements and report suspicious activities.

**10.4 Export Controls.** Referring Salesperson's Platform use must comply with applicable export control laws and economic sanctions programs.

## **11. AUDIT AND MONITORING**

**11.1 Monitoring Rights.** The Platform reserves the right to monitor Referring Salesperson activity for compliance, security, and quality assurance purposes.

**11.2 Audit Trail.** The Platform maintains detailed logs of Referring Salesperson activity and system access.

**11.3 Investigation Cooperation.** Referring Salespersons must cooperate fully with Platform investigations of policy violations or security incidents.

**11.4 Suspicious Activity Reporting.** Referring Salespersons must promptly report any suspicious or potentially fraudulent activity observed on the Platform.

## **12. TERMINATION**

**12.1 By Referring Salesperson.** The Referring Salesperson may terminate their account at any time with thirty (30) days' written notice, except while a referral is pending. Termination shall take effect once all active referrals reach Handoff Completion.

**12.2 By Platform.** The Platform may terminate this Agreement and the Referring Salesperson's access immediately upon violation of any material term of this Agreement. Upon termination for cause, the Platform may permanently ban the Referring Salesperson and impose liquidated-damages of five hundred dollars (\$500) per Material Violation, insofar as the liquidated-damages are not a penalty and are a reasonable estimate of actual damages to the Platform that would be difficult to ascertain. Access to Platform data following termination shall be restricted except as required by law.

**12.3 Effect of Termination.** Sections relating to confidentiality, non-circumvention, indemnification, arbitration, limitation of liability, intellectual property, and data protection shall survive termination.

## **13. INDEMNIFICATION**

The Referring Salesperson agrees to indemnify, defend, and hold harmless the Platform, its affiliates, and their respective officers, directors, and employees from any loss, liability, or expense arising out of (a) inaccurate or unauthorized submission of Lead data, (b) breach of this Agreement, (c) misuse of the Platform, (d) violation of applicable laws or regulations, or (e) infringement of third-party intellectual property rights.

## **14. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, the Platform shall not be liable for any indirect, consequential, incidental, or punitive damages arising from Referring Salesperson's use of the Platform. The Platform's total liability for any claim shall not exceed two thousand five hundred dollars (\$2,500) or the fees paid by Referring Salesperson in the twelve (12) months preceding the claim, whichever is greater. This limitation shall not apply to the Platform's (a) gross negligence or willful misconduct, (b) intellectual property infringement, or (c) breach of confidentiality obligations. The Platform is not liable for force majeure events, third-party service failures, or Referring Salesperson's failure to maintain adequate data backups.

## **15. INTERNATIONAL USERS**

**15.1 Jurisdictional Compliance.** International users must comply with all applicable local laws and regulations in their jurisdiction.

**15.2 Data Transfers.** Cross-border data transfers shall include appropriate safeguards as applicable privacy laws require.

**15.3 Currency and Tax.** All fees are quoted in US dollars; Referring Salespersons are responsible for currency conversion costs and applicable taxes.

## **16. FEES AND PAYMENT TERMS**

**16.1 Current Fee Structure.** Platform access is currently provided at no charge to Referring Salespersons. The Platform reserves the right to implement fees upon ninety (90) days' notice.

**16.2 Future Fees.** Any future fees shall be clearly disclosed and agreed to before implementation. Recipient Salesperson's continued use after fee implementation constitutes acceptance.

**16.3 Payment Terms.** If fees are implemented, payment shall be due within thirty (30) days of invoice. Late payments may result in account suspension.

**16.4 Refund Policy.** Fees are non-refundable except as required by law or in cases of Platform material breach.

**16.5 International Payments.** International users are responsible for currency conversion costs, international transaction fees, and applicable taxes in their jurisdiction.

## **17. ACCOUNT MANAGEMENT AND ACCESS**

**17.1 Account Creation.** Referring Salespersons must provide accurate registration information and maintain current contact details.

**17.2 Account Verification.** The Platform may require identity verification and professional license validation before account activation.

**17.3 Account Suspension.** The Platform may suspend accounts for policy violations, pending investigation, or non-payment of fees, provided that the Platform provides Referring Salesperson written notice at least five (5) business days prior to suspension, except in cases of suspected fraud, illegal activity, or material breach that pose immediate harm to the Platform or third parties.

**17.4 Access Restoration.** Suspended accounts may be restored upon resolution of underlying issues and payment of applicable penalties.

**17.5 Account Security.** Referring Salespersons are responsible for maintaining account security and must notify the Platform immediately of any unauthorized access.

**17.6 Emergency Contact.** For critical system issues outside Business Hours, Referring Salespersons may contact emergency support through the designated emergency contact information provided in their account dashboard.

## **18. TECHNICAL REQUIREMENTS AND SUPPORT**

**18.1 System Requirements.** Referring Salespersons must maintain compatible browsers, operating systems, and internet connectivity as specified in Platform documentation.



**18.2 Mobile Access.** The Platform supports mobile access subject to device and OS compatibility requirements.

**18.3 Technical Support.** Technical support is available during Business Hours for account-related and system access issues.

**18.4 User Responsibilities.** Referring Salespersons must maintain current software, security patches, and compatible hardware.

**18.5 Third-Party Services.** The Platform may integrate with third-party services and APIs. The Platform disclaims responsibility for third-party service failures or data security breaches beyond its commercially reasonable control.

## **19. LEAD QUALITY AND PERFORMANCE STANDARDS**

**19.1 Quality Metrics.** Leads must include complete contact information, property details, timeline, and verified client consent.

**19.2 Acceptance Criteria.** Recipient Salesperson may reject Leads that do not meet minimum quality standards within **48 hours of receipt**.

**19.3 Performance Monitoring.** The Platform tracks Lead quality, response times, and completion rates to maintain service standards.

**19.4 Quality Improvement.** Referring Salespersons with consistently poor Lead quality may be subject to account review and additional training requirements.

**19.5 Lead Attribution.** The Platform maintains detailed records of lead submission, handoff, and outcome tracking to resolve any attribution disputes.

## **20. ENHANCED REAL ESTATE COMPLIANCE**

**20.1 RESPA Compliance.** To the extent that such arrangements bear upon the Platform, referral arrangements external to the platform must comply with Real Estate Settlement Procedures Act requirements and disclosure obligations.

**20.2 State Referral Regulations.** To the extent that such fees bear upon the Platform, Referring Salespersons must comply with state-specific referral fee regulations, including licensing requirements and fee limitations.

**20.3 Broker Approval.** Referring Salespersons must obtain and maintain written approval from their employing broker before participating in referral activities. Referring Salesperson shall provide proof of such approval to the Platform upon request. Referring Salesperson represents and warrants that they have obtained all necessary approvals and that their participation in this Agreement and in activities governed by this Agreement does not violate any other agreement with their employing broker. The Platform reserves the right to verify broker approval directly with the employing broker.

**20.4 MLS Compliance.** Referring Salesperson's use of MLS data through the Platform must comply with applicable MLS rules, data usage restrictions, and copyright requirements.

**20.5 License Monitoring.** The Platform may verify professional license status and suspend accounts for license lapses or disciplinary actions.

**20.6 Compliance Certification.** Platform may require Referring Salesperson to complete annual compliance training and provide certification of ongoing regulatory compliance.

## **21. COMMUNICATION AND NOTIFICATIONS**

**21.1 Communication Methods.** The Platform may communicate via email, SMS, phone, or in-platform messaging based on Referring Salesperson preferences.

**21.2 User Preferences.** Referring Salespersons may specify preferred communication methods and frequency in account settings.

**21.3 Required Notices.** Platform must deliver certain legal notices via email regardless of Referring Salesperson preferences.

**21.4 Opt-Out Rights.** Referring Salespersons may opt out of marketing communications but cannot opt out of service-related notices.

## **22. DATA PORTABILITY AND EXPORT**

**22.1 Data Export Rights.** Referring Salespersons may request export of their submitted Lead data in standard formats at any time, including upon account termination.

**22.2 Export Limitations.** Platform Data and analytics remain Platform property and are not subject to export rights.

**22.3 Processing Time.** Platform shall process data export requests within fifteen (15) business days.

**22.4 Data Retention.** Exported data includes all Referring Salesperson-submitted information retained in accordance with data retention policies.

## **23. FORCE MAJEURE**

**23.1 Covered Events.** Neither party shall be liable for delays or failures due to acts of God, natural disasters, pandemics, government actions, cyber attacks, or other events beyond commercially reasonable control.

**23.2 Notification.** The affected party must promptly notify the other party of force majeure events and expected duration.

**23.3 Mitigation Efforts.** Both parties must use commercially reasonable efforts to minimize the impact of force majeure events.

**23.4 Contract Suspension.** Platform may suspend Referring Salesperson's performance obligations during force majeure events without penalty.

**23.5 Termination Right.** Either party may terminate this Agreement if force majeure events continue for more than sixty (60) days.

## **24. DISPUTE RESOLUTION AND ARBITRATION**

**24.1 Mandatory Arbitration.** All disputes arising out of or relating to this Agreement shall be resolved exclusively by binding individual arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

**24.2 Arbitration Location.** Arbitration proceedings shall be held in Maricopa County, Arizona.

**24.3 Arbitrator Selection.** Disputes shall be decided by a single arbitrator with experience in technology and real estate matters.

**24.4 Costs and Fees.** Each party shall bear its own attorney fees and costs, unless otherwise awarded by the arbitrator. The Platform shall advance all arbitration fees and administrative costs, which may be allocated between the parties by the arbitrator in accordance with applicable law and the arbitrator's determination of the merits.

**24.5 Class Action Waiver.** Class or collective actions are not permitted. Each party waives the right to participate in class action lawsuits.

**24.6 Injunctive Relief Exception.** Either party may seek injunctive relief in court for breach of confidentiality or non-circumvention obligations.

**24.7 Judgment Enforcement.** Judgment on the arbitration award may be entered in any court having jurisdiction thereof, including but not limited to courts in the State of Arizona.

## **25. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict-of-laws principles.

## **26. MODIFICATIONS**

The Platform reserves the right to modify or update this Agreement upon thirty (30) days' prior written electronic notice to the Referring Salesperson. Continued use of the Platform after such notice constitutes acceptance of the revised Agreement for Non-Material Terms. For changes to Material Terms, the Referring Salesperson must acknowledge and accept the revised Agreement. Material Terms are those terms under Sections 3, 6, 7, 12, 16, 17, and 19. Non-Material Terms are those terms under the sections not in the definition of Material Terms.

## **27. NOTICES**

Platform shall electronically deliver all notices under this Agreement by email to the Referring Salesperson's registered email address or through in-platform messaging. Referring Salesperson shall send notices to the Platform by means of the email address designated in the Platform's contact information.

**28. SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. In such a circumstance, GiveReferrals.com and the Referring Salesperson shall negotiate replacement provisions that most closely approximate the original intent and economic effect of the invalid provision.

**29. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether written or oral. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both parties.

By clicking “I Agree,” the Referring Salesperson acknowledges that they have read, understood, and agree to be bound by this Agreement.