

## Terms & Conditions

### The Real Estate Savings Center's Network Membership

The Real Estate Savings Center, LLC, (the Company) a Licensed Real Estate Brokerage in South Carolina, hereby sets forth the following Limitations, Terms, and Conditions for Network Membership (the Member) in its National Real Estate Marketing and Referral Network (the Network).

A Network Member shall be qualified based on the "Full Service for Less" real estate saving they offer to Home Buyers and/or Home Sellers. Such savings may be in the form of Rebates, Credits at Closing, Discounts, Short Sale Solutions, of other Value-Added services offered within lawful State and Federal guidelines.

Only ONE Real Estate Company or Realtor, ONE Direct Mortgage Lender with in-house Underwriting, and ONE Home Building Company will be selected for each Exclusive City area.

#### The Company Agrees to:

- Create, set up, optimize, and maintain an Exclusive City Website for each City reserved by each Network Member.
- Market each Exclusive City Website to Home Buyers and Home Sellers through numerous online outlets including but not limited to our Network of Highly Ranked Real Estate Portals and websites.
- Incorporate state-of-the-art marketing technologies including but not limited to the "Busy Agent Pro" Blogging platform for multiple Social Media Networks, "RealBirds®" National Property Search, the USA Realty's International Property Search, Google's Street View Mapping where available, and RSS feeds.
- Direct all real estate prospects to the Member's existing website, and email all prospect inquiries generated by the exclusive City Websites set up for the Network Member.
- Listen to Network Members and utilize their suggestions if judged to be a benefit to consumers and to other Network Members.

#### The Member Agrees to:

- Reserve only cities within their local market area.
- Keep their website and email up and running to receive prospect visits, referrals, and email inquiries.
- Keep their websites free of any materials, photos, or text that would typically be considered objectionable or indecent.
- Respond to prospect referral inquires ASAP and definitely within 8 hours, as this is normally necessary to have the best opportunity to gain the prospect's attention and business.
- Not share any personal information gained from the Company or through its Marketing, Referral, and/or Home Search forms with any third party outside of your own Company. Any personal information you receive from any form submitted from any Real Estate Savings Center Network Website shall be treated as, and remain private information within your company, and may not be shared or sold to any other entity.
- Feel free to share ideas and suggestions that can benefit consumers and the Real Estate Savings Center network in general.

It is Mutually Understood:

- The Goal of The Real Estate Savings Center Network is to become known as the largest group of pro-consumer "Full Service for Less" real estate professionals in North America.

- The Mission of The Real Estate Savings Center Members is to individually contribute what they can as far as real estate savings for consumers so that collectively the Network is recognized provides the very best values for buyers and sellers of homes and other real estate.

- As the official launch of the Network is in January 2010, this is a Ground Floor Opportunity with a 30-Day Trial Membership so qualified real estate professionals can see the benefits of network membership first hand.

- As a Trial Network Member you reserve the right to cancel your membership anytime within the first 30-days for any reason without further cost or obligation, and your our credit/debit card will be refunded the \$10 deposit. You may also cancel at any other time and any fees paid within the prior 14-day period will also be refunded.

- The Company also reserves the right to cancel your membership at any time and for just cause, and then refund to you any fees collected within the prior 14-day period.

**INDEMNIFICATION:** As a Network Member you agree to Indemnify, defend and hold harmless the Company, its owners, officers, employees, agents, and other affiliates from and against any demands, claims, costs, liabilities, losses and damages of any kind including attorney fees resulting from your use or misuse of the Company's Website, or Marketing, Referral and/or Income Generating System, or for your breach of any of the provision of the Terms and Conditions outlined herein.

**DISCLAIMER:** The Company makes no representations or guarantees relating to the Exclusive marketing and Prospect Referral System other than those included herein. There may be technical or other difficulties beyond the control of the Company or the Member from time to time including loss of an Internet Connection, and such technical or other difficulties shall be remedied as soon as possible. No such situation of similar rectifiable situation shall be judged as a breach of these Terms and Conditions.

All Company Sites are created and controlled by The Real Estate Savings Center, LLC, a South Carolina Limited Liability Company, and the laws of South Carolina shall govern this Disclaimer or the Terms or Conditions contained herein. Any disputes relating to this Disclaimer or the Terms and Conditions shall be settled by Arbitration Rules established by the American Arbitration Association, and any judgment for any award rendered by the arbitrators may be entered into a court of competent jurisdiction in the State of South Carolina.

**THE COMPANY RESERVES THE RIGHT TO CHANGE TERMS, CONDITIONS, AND PRICING AT ANYTIME, AND SHALL NOTIFY NETWORK MEMBERS OF ANY SUCH CHANGES IN A TIMELY MANNER SO THAT THE MEMBER HAS AT LEAST 14-DAYS TO ACCEPT OR DECLINE SUCH CHANGES.**

If you accept the above Terms and Conditions, we are happy to welcome you as a Member of The Real Estate Savings Center Network and offer you Exclusive Rights to your area or areas of choice on a First Reserved basis. Thank You!

The Real Estate Savings Center, LLC - Jay Rogers, Broker/Owner

Toll Free: (877) 222-7587