

**B THE BROKER, LLC**  
**TERMS OF USE AND CONDITIONS**

These terms and conditions (the "Agreement"), together with the schedules attached, and any amendments to those schedules, governs your participation as a user (the "Customer") of the Website or associate websites, products or services associated with [www.bthebroker.com](http://www.bthebroker.com) (the "Program"). The Customer covenants and agrees as a condition precedent to accessing and using this Website to be bound by this Agreement, and any schedules as may be attached hereto, as may be amended by B The Broker, LLC ("B THE BROKER") from time to time. The services, forms, templates and products of B THE BROKER are not a substitute for the advice or services of an attorney, or a qualified real estate professional.

YOU AGREE THAT BY USING THE WEBSITE AND THE SERVICES AND PRODUCTS HEREIN, YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

B THE BROKER strives to keep its legal documents accurate, current and up-to-date. However, because the law and market conditions can change at a rapid pace, B THE BROKER cannot guarantee that all of the information on this Website or any applications it may develop is completely current. The law is different from jurisdiction to jurisdiction, and may be subject to interpretation by different courts. The law is a personal matter, and no general information or legal tool like the kind B THE BROKER provides can fit every circumstance. Therefore, if you need legal advice or assistance from a local real estate professional for your specific problem, or if your specific problem is too complex to be addressed by our tools, you should consult a licensed attorney or real estate professional in your area.

This Website and the services and products offered hereby are not intended to create any attorney-client relationship, and Customer's use of B THE BROKER does not and will not create an attorney-client relationship between you and B THE BROKER. Instead, you are and will be representing yourself in any legal matter you undertake through B THE BROKER's document service.

**1. DEFINITIONS**

- 1.1. "Customer" means any individual accessing the Program, or any other similar relationship of B THE BROKER, including but not limited to consumers using the services and products offered through the Program.
- 1.2. "Offer" means a promotional offer published by B THE BROKER via the Website, regular mail, in an electronic mail or all, setting out an offer on behalf of a Customer or to the Customer or both and containing such additional terms and conditions as the Customer and B THE BROKER, in their discretion, consider necessary from time to time.
- 1.3. "Website" means the Website for the Program operated by B THE BROKER and situated at [www.bthebroker.com](http://www.bthebroker.com).

**2. PRIVACY POLICY**

- 2.1 B THE BROKER respects your privacy and permits you to control the treatment of your personal information. A complete statement of B THE BROKER's current Privacy Policy can be found by clicking here. B THE BROKER's Privacy Policy is incorporated into this Agreement by reference as if set forth fully herein this Section 2.

**3. THE PROGRAM**

- 3.1. B THE BROKER will permit the Customer to participate in the Program, subject to compliance with the terms and conditions in this Agreement and in any policies established by B THE BROKER, from time to time, and incorporated by reference in this Agreement.
- 3.2. The Customer will be issued a unique username and password to access portions of the Website, neither of which may be used by any person other than the Customer.
- 3.3. It is expressly agreed that the parties intend by this Agreement to establish a relationship between B THE BROKER and the Customer, but that it is not the intention of either party to undertake a joint venture or to make the Customer in any sense an agent, employee, or partner of B THE BROKER. The parties expressly agree that this Agreement does not in any way create a partnership, nor have the parties granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever.
- 3.4. **It is further understood no attorney-client relationship, principal-agent relationship, or similar relationship has been or will be formed between B THE BROKER and Customer, and that the services and products offered through B THE BROKER do not constitute legal advice, opinions, or legal work product. Customer acknowledges that the facts and circumstances of products and services needed for each person vary greatly, and B THE BROKER cannot guarantee nor advise as to the appropriateness of any of its products or services offered to Customer. B THE BROKER cannot provide legal advice, explanations, opinions, or recommendations about possible legal rights, remedies, defenses, options, selection of forms or strategies. Customer is hereby advised to seek legal counsel regarding the services and products provided by B THE BROKER, and that B THE BROKER shall be indemnified by Customer pursuant to Section 6 of this Agreement from any claim regarding the legality or appropriateness of the products and services offered by B THE BROKER.**
- 3.5. It is further agreed that the Customer has no authority to create or assume in B THE BROKER's name or on its behalf any obligation, express or implied, or to act or purport to act as its agent or representative for any purpose whatsoever and the Customer shall not hold itself out as having any such authority.

3.6. Communications between Customer and B THE BROKER are not protected by attorney-client privilege and are only subject to the privacy policies of B THE BROKER.

**4. LIMITED PERMISSION TO USE AND DOWNLOAD**

4.1 B THE BROKER hereby grants you permission to download, view, copy and print the its products and services on any single, stand- alone computer solely for Customer's personal, informational, and non-commercial use; provided that the products and services are not used on any other website or in a networked computer environment, and the products and services are not modified in any way, except for authorized editing of downloadable forms for personal use. You agree otherwise not to reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble or reverse engineer any portion of the Services. This permission terminates automatically without notice if Customer breaches any of the terms or conditions of these Terms of Use. On any such termination, Customer agrees to immediately destroy any downloaded or printed products and services. Customer may at no time resell the products and services purchased through the Program. Any unauthorized use of any products or services contained on this may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes .

**5. LICENSE TO USE PROGRAM**

5.1 B THE BROKER grants Customer a limited, personal, non-exclusive, non-transferable license to use our forms, products and service for your own personal or internal business use. Except as otherwise provided, Customer acknowledges and agrees that it has no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the forms, products or services of B THE BROKER in any manner, except for modifications in filling out such forms for Customer's authorized use. Customer shall not remove any copyright notice from any forms or products.

**6. OFFERS**

6.1. Promotional offers may be posted to Website, through direct mail, electronic mail, delivered to Customer, addressed to Customer, or Customer's information will be sent to another Customer and/or made available to another Customer for the purposes of Customer sending Customer messages/offers directly.

6.2. B THE BROKER grants the Customer a limited, non-exclusive, non-transferable right to download Offers from the Website and to publish the same on the Customer's Websites and in electronic or physical mail correspondence sent by the Customer, all of which must be done in accordance with this Agreement, the B THE BROKER Policies, as amended from time to time, and the additional terms and conditions affixed to each of the said Offers.

6.3. The Customer agrees not to modify, alter, misrepresent or embellish any Offer or any part of an Offer, including without limitation any text or images provided by or on behalf of B THE BROKER or the Customer in any way, directly or indirectly, without the express prior written consent of B THE BROKER.

6.4. B THE BROKER is not obligated to make any offer available to Customer and may do so at its sole discretion.

**7. FRAUD**

7.1. If B THE BROKER determines, in its sole discretion, that the Customer's account in the Program has been used in a manner which B THE BROKER considers to be fraudulent or which might bring the reputation or standing of B THE BROKER into disrepute either with the general public or with the Customers or potential Customers of B THE BROKER, or otherwise that the Customer has engaged in activities which might be considered fraudulent, B THE BROKER may but will not be obligated to (a) suspend or terminate the Customer's membership or contract in the Program, without notice and (b) release to any third party, information relating to the identity and location of the Customer if required to do so in order to enforce these terms and conditions.

**8. COVENANTS, REPRESENTATIONS AND WARRANTIES**

8.1. The Customer represents and warrants that:

8.1.1. it has the authority and capacity to enter into and to be bound by this Agreement;

8.1.2. none of the Customer's information contains false or deceptive material or any machine readable code including without limitation any virus, Trojan horse, work or other self-executing program; and

8.1.3. it is not now a party to any agreement or business relationship which may conflict with this Agreement.

8.2. The Customer covenants and agrees that:

8.2.1. it will, at all times, comply with all laws applicable in the jurisdiction where the Customer is situated or where the Customer directly or indirectly conducts its business;

8.2.2. it will not enter into any agreement or business relationship or otherwise incur any obligation which might, in the opinion of B THE BROKER, conflict with this Agreement;

8.2.3. it will, at all times, comply with the terms of this Agreement, and the B THE BROKER Policies, as updated, amended and replaced by B THE BROKER, from time to time, in its sole discretion;

8.2.4. it will not, without the express written consent of B THE BROKER, use or permit any person for who it is by law responsible to control to use any third-party intellectual property without the permission of such third-party, including but not limited to the unauthorized use of copyright material, patents or patent-pending material, or trade-names or trade-marks;

8.2.5. it will not publish on any physical mail or Website or send in any electronic mail a universal resource locator or other link to any content or otherwise engage in or condone any practice, which, in the opinion of B THE BROKER is deceitful, defamatory,

libelous, abusive, violent, prejudicial, obscene, pornographic, likely to bring the reputation or standing of B THE BROKER into disrepute, or which otherwise would be illegal;

- 8.2.6. it will at all times comply with the terms and conditions of any agreement or policy established by B THE BROKER;
- 8.2.7. it will be responsible for the development, operation and maintenance of its own Website or Websites and electronic mail, if any, including without limitation the technical operation thereof, the creation, publication and accuracy of any content published on any such Website or Websites or in any electronic mail;
- 8.2.8. it will not attempt in any way to alter, modify, eliminate, conceal or otherwise render inoperable or ineffective any tags, source codes, links, pixels, modules or other data provided by or obtained from B THE BROKER;
- 8.2.9. it will not alter any physical mail, Website or electronic mail content provided by B THE BROKER; and
- 8.2.10. it will, at all times and from time to time provide B THE BROKER with written confirmation of a valid physical address, telephone number, electronic mail address and such other identifying or financial information as B THE BROKER may reasonably require.

## **9. INDEMNIFICATION**

- 9.1. The Customer covenants and agrees to indemnify and save harmless B THE BROKER, its affiliates and its respective members, directors, officers, and employees (collectively, the "Indemnified Group") from and against any and all claims, proceedings or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of this Agreement or the exercise by the Customer of any right under this Agreement or any act or omission of the Customer, or anyone for whom the Customer is by law responsible, including without limitation any damages, losses, special, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the Customer or any person for whom the Customer is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the Customer to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement.
- 9.2. Customer further covenants and agrees to indemnify and save harmless B THE BROKER, its affiliates and its respective members, directors, officers, and employees (collectively, the "Indemnified Group") from and against any and all claims, proceedings or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of the legal validity or appropriateness of products and services that Customer purchases from B THE BROKER as further described in Section 2.4 herein.
- 9.3. Customer has the responsibility and obligation of immediately notifying B THE BROKER of any potential lawsuit, actual lawsuit, violation of law, legal issues or any violation of code or regulation which would impact B THE BROKER or another Customer in any way within five (5) business days, or the Customer assumes 100% of the liability and obligation for any and all damages, costs, attorney fees and any other such liability regardless of any liability on B THE BROKER's part.

## **10. DISCLOSURE OF INFORMATION**

- 10.1. B THE BROKER or its directors, may, from time to time, disclose to the Customer certain information relating to B THE BROKER's business or to B THE BROKER's customers, Customers, subsidiaries, Customers, agents, or employees; business and marketing plans, strategies and methods which may not be standard industry practice or which are not generally known in the industry; or studies, charts, plans, tales or compilations of business and industrial information acquired or prepared by or on behalf of B THE BROKER (all collectively referred to as the "Confidential Information"). The Customer acknowledges that Confidential Information will be provided at the sole discretion of B THE BROKER, and nothing in this Agreement obligates B THE BROKER, its directors, agents or employees to disclose or grant to the Customer access to any Confidential Information.
- 10.2. Unless expressly authorized in writing by B THE BROKER, the Customer covenants and agrees:
  - 10.2.1. to use the Confidential Information only for the purposes expressly contemplated in this Agreement; and
  - 10.2.2. that no Confidential Information will be disclosed to any third party, Customer, subsidiary, agent, or employee of the Customer without the prior written consent of B THE BROKER, which may be unreasonably and arbitrarily withheld.
  - 10.2.3. The Customer acknowledges that B THE BROKER remains the sole and exclusive owner of all right, title and interest in and to the Confidential Information. The Customer agrees that the Confidential Information will not be copied or otherwise reproduced without the express prior written consent of B THE BROKER.
  - 10.2.4. Upon termination of this Agreement, or otherwise on demand by B THE BROKER, the Customer agrees that it will promptly deliver to B THE BROKER all notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes, electronic communications in any form and any other materials in any way relating to any of the Confidential Information or the Program in the possession of the Customer or any Customer, subsidiary, agent, or employee of the Customer.
- 10.3. The Customer acknowledges and agrees that:
  - 10.3.1. the provisions of this Section 7 and the Customer's agreement with the same area of the essence and constitute a material inducement to B THE BROKER to enter into this Agreement;

- 10.3.2. the provisions of this Section 7 shall be construed independently of any other provision of this Agreement, and the existence of any claim or cause of action the Customer may have against B THE BROKER, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by B THE BROKER of the provisions of this Section;
- 10.3.3. that any breach of this Section 7 would cause irreparable harm to B THE BROKER for which damages might not be an adequate remedy, and the Customer therefore agrees that in the event of any such breach B THE BROKER will be entitled to seek, in addition to any other right accruing to B THE BROKER under this Agreement or otherwise in law or equity, injunctive relief against the Customer without the necessity of proving actual damages; and
- 10.3.4. notwithstanding any other provision of this Agreement, this Section 7 shall survive the termination of this Agreement, however caused.
- 10.3.5. The Customer agrees to indemnify and save harmless B THE BROKER against any and all loss, costs or expenses, inclusive of court costs and legal/attorney fees, which B THE BROKER may incur as the direct or indirect result of any unauthorized disclosure of the Confidential Information by the Customer or any person for whom the Customer is responsible, in law.

#### **11. DISCLAIMER AND LIMITATION OF LIABILITY**

- 11.1. **B THE BROKER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO ANY MATTER, WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY WARRANTY OF PROFITABILITY, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT).**
- 11.2. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, B THE BROKER ADDITIONALLY DISCLAIMS ALL OBLIGATIONS AND LIABILITIES ON THE PART OF B THE BROKER AND THOSE FOR WHOM IT IS IN LAW RESPONSIBLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, AND CONSEQUENTIAL DAMAGES, ATTORNEYS' AND EXPERTS' FEES, AND COURT COSTS (EVEN IF B THE BROKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FEES OR COSTS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.**
- 11.3. In no circumstance will B THE BROKER be liable to the Customer for any consequential, indirect, special, punitive or incidental damages or lost profits of the Customer or the Customer's successors or assigns (including without limitation claims for loss of goodwill, use of or reliance on the services provided hereunder, stoppage of other work or impairment of other assets) arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. Without limiting the foregoing, B THE BROKER will not be liable for any failure or delay resulting from any governmental action, material shortage, work slowdown, actions or inaction of Customer or third parties, Customer's software and/or any third party equipment or any other condition affecting production or delivery in any manner beyond the control of B THE BROKER.
- 11.4. Customer has the responsibility and obligation of immediately notifying B THE BROKER of any potential lawsuit, actual lawsuit, violation of law, legality issues or any violation of code which would impact B THE BROKER or another Customer in any way within five (5) business days or the Customer assumes 100% of the liability and obligation for any and all damages, costs, attorney fees and any other such liability regardless of any liability on B THE BROKER's part.

#### **12. TERM**

- 12.1. The term of this Agreement shall be indefinite and shall apply to all times Customer shall use this Website and access the Program. The price for this term shall be as stated when checking out and may be changed at the sole discretion by B THE BROKER at any time. Before renewal, Customer is encouraged to check the current price for B THE BROKER services and products. B THE BROKER may change such price at any time before purchase without notice to Customer.

#### **13. THIRD-PARTY LINKS TO WEBSITES**

- 13.1 This Website may contain links to websites controlled by parties other than B THE BROKER (each a "Third-Party Site"). B THE BROKER works with a number of partners and affiliates whose sites are linked with B THE BROKER. B THE BROKER may also provide links to other citations or resources that share no affiliation or connection to B THE BROKER. B THE BROKER is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Third-Party Site, any website accessed from a Third-Party Site, or any changes or updates to such sites. B THE BROKER makes no guarantees about the content or quality of the products or services provided by such sites. B THE BROKER is providing these links to Customer only as a convenience, and the inclusion of any link does not imply endorsement by B THE BROKER of the Third-Party Site, nor does it imply that B THE BROKER sponsors, is affiliated or associated with, guarantees, or is legally authorized to use any trade name, registered trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the links. Customer expressly acknowledges that it assumes all risks and liabilities associated with access to and use of content provided on a Third-Party Site, and agrees that B THE BROKER is not responsible for any loss or damage of any sort you may incur from dealing with a third party.

#### **14. COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS**

- a.1 When accessing B THE BROKER's Program and Website, or using the B THE BROKER's document preparation Service, Customer agrees to obey the law and Customer agrees to respect and abide by the intellectual property rights of others. Customer's use of the Program and Website is at all times strictly governed by and subject to laws regarding copyright, trademark and trade name, and other intellectual property ownership. Customer agrees not to upload, download, display, perform, transmit or otherwise distribute any information or content in violation of any third-party's copyrights, trademarks or other intellectual property or proprietary rights. Customer agrees to abide by laws regarding copyright ownership and use of intellectual property, and shall be

solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any content Customer provides or transmits, or that is provided or transmitted using Customer's B THE BROKER user account.

- a.2 B THE BROKER has adopted a policy that provides for the immediate removal of any content that has infringed on the intellectual property rights of B THE BROKER, or of a third-party, or that violates intellectual property rights generally. B THE BROKER's policy is to remove such infringing content and investigate such allegations immediately through the methods identified in Sections 14.2 and 14.3.
- a.3 Copyright Content. B THE BROKER has in place certain legally required procedures regarding allegations of copyright infringement occurring on the Website and Program. B THE BROKER has adopted a policy that provides for the immediate suspension and/or termination of any Website user who is found to have infringed the rights of B THE BROKER or of a third-party, or otherwise violated any intellectual property laws, codes or regulations. B THE BROKER's policy is to act immediately upon receipt of proper notification of a claimed copyright infringement to remove or disable access to the allegedly infringing content. If Customer has evidence, knows of, or has a good faith belief that its rights or the rights of a third-party have been violated and wants B THE BROKER to delete, edit, or disable the material in question, Customer must provide the Company with the following information in writing (see 17 U.S.C § 512(c)(3) for the enacted guidelines): (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the Company to contact you, such as an address, telephone number, and, if available, email address; (5) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All notices regarding alleged infringements must be sent to [support@bthebroker.com](mailto:support@bthebroker.com).
- a.4 Opportunity to Object. If Customer believes that the copyright content removed (or to which access was disabled) is not infringing, or that Customer has the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in the content posted, Customer may send a written counter-notice containing the following information to the e-mail identified in Section 14.2 herein: (1) Customer's physical or electronic signature; (2) identification of the content that has been removed or to which access has been disabled, and the location at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (4) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the 4th Judicial District Court in Boise, Idaho; and (5) a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received at the address above, the Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the person posting the allegedly infringing content, the removed content may be replaced, or access to it restored, in ten (10) to fourteen (14) business days or more after receipt of the objection to the removal or disability of the allegedly infringing content, at the Company's sole discretion.

## 15. GENERAL

- 15.1. The Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Idaho, excluding its conflict of law rules. The Customer agrees to the exclusive jurisdiction of the courts of the 4th Judicial District of Idaho, county of Ada, with respect to any dispute arising as a direct or indirect consequence of this Agreement.
- 15.2. B THE BROKER may assign this Agreement without the Customer's prior consent. The Customer may not assign this Agreement without the express written consent of B THE BROKER, which consent may be withheld in B THE BROKER's sole discretion.
- 15.3. From time to time, B THE BROKER may amend, supplement or replace this Agreement or the B THE BROKER Policies in part or in whole, with no Notice to the Customer. If the Customer has not terminated this Agreement, the Customer will be deemed to have consented to the same.
- 15.4. Any notice or other communication ("Notice") permitted or required by this Agreement by B THE BROKER will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party at the address on file for the Customer or the physical or electronic mail of the upper management of B THE BROKER. Any such Notice will be deemed to have been received on the date on which it was transmitted by facsimile or delivered or received by physical mail.
- 15.5. No term or condition of this Agreement will be deemed waived and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the non-breaching party.
- 15.6. In the event that any term, covenant, provision or condition of this Agreement is declared indefinite, invalid, illegal or unenforceable by a court having jurisdiction, then this Agreement with respect to the remaining terms, covenants, provisions, or conditions will continue in force and effect and the indefinite, invalid, illegal or unenforceable term shall be rewritten as closely as possible while still being enforceable, if possible, if not, then it shall be struck.
- 15.7. This Agreement will inure to the benefit of and be binding upon the respective successors, heirs and assigns of B THE BROKER and the Customer.

- 15.8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement, supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written. It serves as an amendment to any other written, and only written, agreement between the parties.
- 15.9. All pronouns in this Agreement are for convenience only. The use of "he", "she", or "it" shall be construed to have the same meaning for the purposes of this Agreement.

**B THE BROKER, LLC**  
**ADVERTISING AGREEMENT**

This Advertising Agreement (hereinafter referred to as "Agreement") is entered into on the date of signing below, by and between B The Broker, LLC, an Idaho limited liability company duly organized under the laws of the state of Idaho (hereinafter referred to as "B The Broker") and Advertiser/Business, (hereinafter referred to as "Advertiser").

**RECITALS**

WHEREAS, B The Broker manages and operates the website [www.bthebroker.com](http://www.bthebroker.com) (hereinafter the "Website"), which primarily offers its users and customers real estate services and products (hereinafter the "Services"); WHEREAS, the intent of this agreement is for B The Broker to provide advertising opportunities to Advertiser on its Website; and WHEREAS, Advertiser desires to place its advertisements on the Website pursuant to the terms and conditions of this Agreement. NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

**AGREEMENT**

- 1. PAYMENT ADVERTISING SPACE.** In exchange for Advertiser's agreement to submit timely payment to B The Broker, B The Broker agrees to provide for advertising space(s) on the Website at the monthly rates and durations specified in Exhibit A of this Agreement (hereinafter the "Purchased Space"). All advertisement space is subject to availability of spaces on the Website.
- 2. ADVERTISING AVAILABILITY.** Advertiser may purchase additional ad space for advertisements throughout the Website as such spaces may be made available by B the Broker. The parties to this Agreement shall amend Exhibit A to indicate each additional space purchased. B The Broker will maintain an internal listing of available advertising spaces on each page and the expiration dates of existing advertisements to determine availability. Any and all additional spaces purchased by Advertiser shall be subject to this Agreement and its terms.
- 3. MINIMUM ADVERTISING PERIOD.** A minimum (12) month advertisement placement on the Website is required of Advertiser, constituting payment for the first month of advertising period plus any startup fee. Payment for the minimum one (1) month period and startup fee must be made in full by the requested posting date. No advertisement will be posted until payment in full for the initial one (1) month period is received. B The Broker can waive or alter this required minimum in its sole discretion at any time, and without notice or consent of Advertiser, which may enlarge or minimize the minimum advertising period. Any such waiver or alteration for Advertiser shall not waive or alter the remaining terms of this Agreement, nor shall it operate as a waiver or alteration to other advertiser's minimum advertising period. If payment is not received in full by the fifth (5th) day of the month in which the advertisement is set to run, the advertisement will be removed from the Website until when and if payment is received in full. B The Broker may at any time sell Advertiser's Purchased Space to any third-party at its election while Advertiser is default for payment on any advertisement spaces it has purchased.
- 4. RENEWALS.** Any renewal or extension of any advertisement purchase by Advertiser shall be subject to the same terms and conditions stated in this Agreement, unless otherwise modified in writing by both parties.
- 5. WEBSITE TERMS AND CONDITIONS.** This Agreement is subject to the terms and conditions of the Website, which are hereby incorporated by reference as if set forth fully herein. Any breach of such terms and conditions shall be considered a material breach of this Agreement. These terms and conditions may be modified from time-to-time and Advertiser is responsible for staying apprised of such modifications.
- 6. PAY TO PLAY ADVERTISING.** Advertiser acknowledges that this Agreement is solely for the purposes of providing Advertiser "pay to play" advertising on the B The Broker's Website. This Agreement and the posting of Advertiser's content on the Website shall not in any way be construed to certify, endorse or otherwise recommend Advertiser's services or products.
- 7. CALCULATION OF PAYMENT.** Advertiser has requested and agrees to pay B The Broker for the Purchased Space as listed and calculated in Exhibit A. Advertiser agrees to abide by all terms and conditions listed in said Exhibit A.
- 8. RIGHT TO REFUSE UNACCEPTABLE ADVERTISING.** B The Broker may refuse or remove any content submitted for the Purchased Space that, in B The Broker's sole discretion, is inappropriate or that casts a negative light on its business. Acceptable advertising will be limited to that which proposes, directly or indirectly, a legal, commercial transaction that will reflect favorably upon B The Broker's website, its members and affiliates, and the long term use of this advertising space for the generation of revenue. Without limiting the generality of the foregoing, B The Broker will not accept advertising content that:

- (i) infringes on the proprietary and confidential information, or intellectual property rights of any third-party, including but not limited to infringement of copyrights, trademarks, trade names or trade dress of others;
  - (ii) directly or indirectly supports or opposes a particular candidate, political cause or issue, or that advocates or opposes a particular religion or religious belief;
  - (iii) is defamatory towards any third-party or tends to impugn the character or reputations of others; or
  - (iv) is deemed by B The Broker to be morally repugnant or prurient.
9. **OTHER GROUNDS FOR REFUSAL.** B The Broker reserves the right to refuse any advertising that does not conform to the detail, instructions and guidelines set forth in the technical specifications as provided by B The Broker and to any applicable requirements of any other governmental agency with authority to regulate the Purchased Space. B The Broker reserves the right to refuse advertising that is not presented to B The Broker at least five (10) business days before the requested posting date of each advertisement.
10. **REPRESENTATIONS AND WARRANTIES OF ADVERTISER.** Advertiser represents and warrants to B The Broker as follows:
- (i) That the advertising content provided to B The Broker does not infringe on the proprietary and confidential information, or intellectual property rights of any third-party, including but not limited to infringement of copyrights, patents, trademarks, trade names or trade dress of others;
  - (ii) That it has obtained all necessary licenses, permits and other required recognitions or certifications to perform the services and products it is advertising on the Website;
  - (iii) That for the duration of this Agreement, it will maintain and/or renew all necessary licenses, permits and other required recognitions or certifications to perform the services and products it is advertising on the Website; and
  - (iv) That it has not, and will not, state or imply that B The Broker has certified, endorsed or otherwise Advertiser's services or products.
11. **TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY.** Advertiser is solely responsible for any legal liability arising out of or relating to this Agreement, including but not limited to the representations and warranties made herein by Advertiser, infringement or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy, violation of any anti-discrimination law or regulation, the unlicensed practice of real estate or law, or any other right held by any other person or entity, and Advertiser agrees to indemnify hold B The Broker harmless from any and all liability, loss, damages, claims, or causes of action from the same, including reasonable legal fees and expenses that may be incurred by B The Broker.
12. **DISCLAIMER OF WARRANTIES. B THE BROKER MAKES NO WARRANTY OR REPRESENTATION TO ADVERTISER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ADVERTISING SERVICES PROVIDED UNDER THIS AGREEMENT.**
13. **LIMITATION ON DAMAGES.** In no event will B The Broker be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, fraud, tort (including negligence), or otherwise.
14. **B THE BROKER'S REMEDIES.** Upon Advertiser's breach of this Agreement, B The Broker may immediately void this Agreement and discontinue all ads purchased by Advertiser that are on the Website upon such breach. This remedy is not an exclusion to all other remedies available to B The Broker at law or in equity, whether monetary or non-monetary.
15. **DMCA COMPLIANCE.** The Digital Millennium Copyright Act ("DMCA") requires that B The Broker take certain measures to respond to those claiming their copyright(s) has been infringed with content posted on the Website. If B The Broker receives a DMCA takedown request for content provided by Advertiser, B The Broker will gather from the complainant all information required by 17 U.S.C. § 512(c)(3). If Advertiser believes that the copyright content proposed to be removed (or to which access is requested to be disabled) is not infringing, or that Advertiser has the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in the content posted, Advertiser may send a written counter-notice containing the following information to [support@bthebroker.com](mailto:support@bthebroker.com) with the following information: (1) Advertiser's physical or electronic signature; (2) identification of the content that has been reported, and the location at which the content appears; (3) a statement that Advertiser has a good faith belief that the content is not infringing upon the complainant's copyright, or that Advertiser has permission to use such content; and (4) Advertiser's name, address, telephone number, and email address, and a statement that Advertiser consents to the jurisdiction of the 4th Judicial District Court in Boise, Idaho; and (5) a statement that Advertiser will accept service of process from the person who provided notification of the alleged infringement.
16. **ASSIGNMENT.** Advertiser may not assign this Agreement, in whole or in part, without B The Broker's written consent. Any attempt to assign this Agreement without such consent will result in the attempt being null and void.
17. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. Any litigation involving arising or related to this Agreement must be brought in the 4th Judicial District of Idaho, Ada County, and Advertiser irrevocably submits to the jurisdiction and venue of such courts.
18. **ENTIRE AGREEMENT.** This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. The terms and conditions of this Agreement shall prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.