

RAIN.CLUB TERMS OF SERVICE

Operated by CRE Media III, LLC (a Florida limited liability company)

Effective Date: November 28, 2025

These Terms of Service (“**Terms**”) are a legally binding contract between you (“**you**,” “**Rainmaker**,” or “**member**”) and **CRE Media III, LLC**, a Florida limited liability company (“**CRE Media**,” “**we**,” “**us**,” or “**our**”).

CRE Media owns and operates:

- The website **Rain.club**;
- The **Rainmakers** community and related portals, content, communications, and tools; and
- Any related software, systems, integrations, or services that link to or reference these Terms

(collectively, the “**Service**”).

By clicking “I Accept,” creating an account, purchasing a membership, or otherwise accessing or using the Service in any way, you agree to be bound by these Terms and our **Privacy Policy**, which is incorporated by reference. If you do not agree to these Terms, do not use the Service.

1. OVERVIEW OF THE SERVICE

1.1 **Rain.club / Rainmakers.**

Rain.club is an online education, community, and tools platform focused on commercial real estate capital markets. Through the Service, users (“Rainmakers”) may:

- Learn about capital markets and commercial real estate lending;
- Access training, scripts, templates, and related resources;
- Participate in community calls, chats, events, and discussions; and
- Refer potential borrowers, clients, and opportunities to CRE Media for potential commercial real estate financing.

1.2 **No Guarantee of Deals or Income.**

We do not guarantee:

- That you will receive leads, appointments, or referrals;
- That any referral or lead will be accepted, underwritten, or closed; or
- That you will earn any income or referral fee.

Any earnings examples or discussions are illustrative only and are not promises or guarantees of results.

1.3 Ownership of Platform, Clients, and Deals.

All rights, title, and interest in and to:

- The Service, Rain.club, Rainmakers, and all related brands;
- All software, code, tools, scripts, course materials, documents, and systems; and
- All clients, borrowers, lenders, investors, deals, and relationships that are processed through, introduced by, or managed via CRE Media (or its affiliates, including Hardwell Capital, LLC)

are and will remain exclusively owned by **CRE Media III, LLC** (or its licensors).

You do not acquire:

- Any ownership interest in CRE Media III, LLC, Hardwell Capital, LLC, or any affiliate;
- Any ownership or equity in any loan, property, fund, entity, or transaction; or
- Any right to use our intellectual property except as expressly allowed in these Terms.

All software and systems used in connection with the Service are owned by **CRE Media III, LLC**.

2. ELIGIBILITY & RELATIONSHIP

2.1 Eligibility.

You represent and warrant that:

- You are at least 18 years old;
- You have the full right, power, and authority to enter into and comply with these Terms; and
- Your use of the Service complies with all applicable federal, state, and local laws and regulations, including any licensing or registration requirements in your jurisdiction.

2.2 Independent Contractor; No Employment.

You are an **independent contractor**, acting solely on your own behalf. These Terms do not create:

- An employer–employee relationship;
- A partnership, joint venture, or franchise; or
- An agency or representative relationship.

You have no authority to bind CRE Media III, LLC, Hardwell Capital, LLC, or any affiliate to any obligations, contracts, or representations.

2.3 No Affiliation with Hardwell Capital / CRE Media as Employer.

Rainmakers are not employees, agents, or legal affiliates of:

- CRE Media III, LLC; or
- Hardwell Capital, LLC.

Rainmakers participate in a referral and community program and may be eligible to receive referral fees as described in these Terms.

3. MEMBERSHIP TYPES AND REFERRAL FEES

3.1 Free Members.

If you are a free member:

- You may receive limited access to certain content, communications, or community features; and
- You are not entitled to any compensation of any kind, including but not limited to referral fees, commissions, bonuses, equity, profit-sharing, or any other payments.

3.2 Paid Members (“Paid Rainmakers”).

If you are a **Paid Member** (i.e., you maintain an active, fully paid Rain.club membership):

- You may be eligible, subject to these Terms, to receive referral fees on certain closed transactions; and
- You must remain in good standing at all relevant times (including fully paid membership, compliance completion, and adherence to these Terms and our policies).

Paid membership creates eligibility for referral fees; it does not guarantee that you will receive leads, deals, or income.

3.3 Key Definitions.

For purposes of these Terms:

“Origination Fee” means the total gross fee earned and actually received by CRE Media III, LLC (or its affiliates, including Hardwell Capital, LLC) for arranging, brokering, or originating a commercial real estate loan or capital transaction.

The Origination Fee is 100% owned by CRE Media III, LLC or its affiliates. Rainmakers do not own any part of the Origination Fee. Referral Fees are separate payments made by CRE Media III, LLC for referrals and are not a sharing of the Origination Fee.

“Referral Fee” means a discretionary payment made by CRE Media III, LLC to an eligible Paid Member solely for referring a prospective borrower, client, or opportunity that results in a closed transaction. A Referral Fee:

- Is compensation for a referral only;

- Is not ownership, profit-sharing, or fee splitting; and
- Does not create a co-broker, co-origination, or partnership relationship.

“Rainmaker-Sourced Referral” means a prospective borrower or client that:

1. You independently identify and introduce to CRE Media;
2. Was not first provided or introduced to you by CRE Media, Hardwell Capital, or any CRE Media marketing or call-center system; and
3. Is accepted, underwritten, and closed by CRE Media or its affiliates as a transaction that generates an Origination Fee.

“Company-Sourced Referral” means a borrower, client, or opportunity that:

1. Is generated by CRE Media, Hardwell Capital, or their marketing, advertising, call centers, or existing relationships; and
2. Is assigned, scheduled, or made available to you by CRE Media for limited assistance, communication, or liaison work.

3.4 Referral Fee Structure.

(a) Rainmaker-Sourced Referrals – 50% Referral Fee

If:

- You are a Paid Member in good standing;
- You provide a Rainmaker-Sourced Referral; and
- That referral results in a closed transaction for which CRE Media actually receives an Origination Fee,

then, subject to Section 3.5, **CRE Media will pay you a Referral Fee equal to fifty percent (50%) of the Origination Fee amount** for that transaction.

This 50% amount is a **referral fee only**. You are not sharing in the Origination Fee and you have no ownership of the fee or deal. The Origination Fee itself belongs to CRE Media III, LLC and/or its affiliates.

(b) Company-Sourced Referrals – 20% Referral Fee

If:

- The borrower, client, or deal is a Company-Sourced Referral (CRE Media or its affiliates provide the appointment, lead, or opportunity); and
- The transaction closes and generates an Origination Fee actually received by CRE Media,

then, subject to Section 3.5, **CRE Media will pay you a Referral Fee equal to twenty percent (20%) of the Origination Fee amount** for that transaction.

This 20% amount is a **referral fee only**. The Origination Fee itself belongs to CRE Media III, LLC and/or its affiliates.

3.5 Conditions to Earning and Payment of Referral Fees.

No Referral Fee is owed unless all of the following conditions are satisfied:

1. You are a Paid Member in good standing at the time you make the referral, at the time the transaction closes, and at the time CRE Media actually receives and clears the Origination Fee.
2. The borrower or client is properly and exclusively attributed to you as the referring Rainmaker in CRE Media's internal systems and records.
3. The transaction actually closes and CRE Media receives the Origination Fee (fully funded and cleared).
4. You have not violated these Terms or any written policies or compliance procedures we provide.
5. You have not performed any activities requiring a license that you do not hold under applicable law.
6. You have completed all required tax forms, KYC, payout setup, and compliance steps requested by CRE Media.

If the deal does not close, or if CRE Media does not receive the Origination Fee, no Referral Fee is owed.

3.6 Adjustments, Chargebacks, and Clawbacks.

CRE Media may:

- Offset or reduce unpaid Referral Fees if any portion of the Origination Fee is refunded, reversed, or uncollected;
- Claw back previously paid Referral Fees if the associated Origination Fee is later refunded, reversed, or subject to a chargeback; and
- Apply any amounts you owe to CRE Media against any amounts CRE Media may otherwise owe to you.

3.7 Discretionary Changes and Overrides.

CRE Media may, in its sole discretion:

- Enter into a separate written agreement with you or other Rainmakers that modifies Referral Fee percentages or structures;
- Adjust Referral Fee structures for specific programs, promotions, markets, or deal types; and
- Modify, pause, or terminate the Referral Fee program at any time, in whole or in part.

Where there is a conflict between these Terms and a signed written agreement between you and CRE Media, the signed written agreement will control for the deals it specifically covers.

4. LEGAL COMPLIANCE AND LICENSING

4.1 Your Compliance Obligations.

You are solely and entirely responsible for:

- Understanding and complying with all applicable federal, state, and local laws and regulations, including:
 - Mortgage and lending laws;
 - Real estate brokerage and licensing laws;
 - Consumer protection rules where applicable;
 - Advertising, telemarketing, and marketing regulations; and
 - Any other legal or regulatory requirements in jurisdictions where you operate.
- Obtaining and maintaining any licenses or registrations required for your activities; and
- Ensuring that your acceptance of Referral Fees is permissible under your local laws and licensing rules.

4.2 No Legal, Tax, or Compliance Advice.

CRE Media III, LLC and Hardwell Capital, LLC do not provide legal, tax, or compliance advice and make no representation or warranty that your participation in Rainmakers or your receipt of Referral Fees is compliant in your jurisdiction. You must consult your own advisors.

4.3 Rainmakers Do Not Originate Loans.

Rainmakers do not:

- Take loan applications;
- Underwrite loans;
- Approve loans; or
- Provide mandatory disclosures on behalf of CRE Media or any lender.

Rainmakers function only as independent referral sources. CRE Media and/or its affiliates (such as Hardwell Capital, LLC) manage all origination, underwriting, loan documentation, and lender-facing processes.

5. ALLOCATION OF RISK; LEGAL LIABILITY; INDEMNIFICATION

5.1 Rainmaker Bears Legal Risk for Their Conduct.

To the maximum extent permitted by law, you agree:

- You are solely responsible for your actions, marketing, statements, and communications with any third party;
- You are responsible for any scripts, outreach, social media content, and any promises or representations you make; and
- You assume all legal risk associated with your participation in Rainmakers and your use of the Service.

CRE Media III, LLC and Hardwell Capital, LLC will not be liable for:

- Your violations of law or regulatory requirements;
- Your failure to obtain or maintain required licenses; or
- Your misuse of any training, scripts, or tools provided through the Service.

All legal liability arising from your activities, marketing, and communications is borne by you and not by CRE Media III, LLC or Hardwell Capital, LLC.

5.2 Indemnification.

You agree to defend, indemnify, and hold harmless:

- CRE Media III, LLC;
- Hardwell Capital, LLC; and
- All of their respective owners, members, managers, officers, employees, contractors, and agents

from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use or misuse of the Service;
- Your marketing or communications with prospects or third parties;
- Your violation of these Terms or any of our policies;
- Your violation of any law, rule, or regulation; or
- Any dispute between you and any borrower, client, or third party.

6. INTELLECTUAL PROPERTY; SOFTWARE; NON-CIRCUMVENTION

6.1 Ownership of Software and Content.

All content and technology associated with the Service (“**Rain Content**”) is owned by CRE Media III, LLC or its licensors, including:

- Software, dashboards, databases, and tools;

- Training, course materials, videos, scripts, templates, and documents;
- Branding, logos, trademarks, service marks, and trade dress.

You are granted a limited, revocable, non-exclusive, non-transferable license to use Rain Content solely for your own use as a Rainmaker and only while you are in good standing, and only in compliance with these Terms.

You may not:

- Copy, reproduce, distribute, or publicly display Rain Content except as expressly permitted;
- Sell, sublicense, share, or republish any Rain Content; or
- Reverse engineer, decompile, or attempt to obtain source code from our software.

6.2 Non-Circumvention.

By using the Service, you agree that:

- Any borrower, client, or lender introduced to you by CRE Media or its systems is and will remain the proprietary relationship of CRE Media;
- You will not circumvent CRE Media by doing deals directly with borrowers, lenders, or investors that were introduced or facilitated through the Service, except with CRE Media's prior written consent; and
- All such deals and relationships belong to CRE Media III, LLC, and any compensation structure for those relationships will be determined by CRE Media in its sole discretion.

7. ACCOUNTS, SECURITY, & COMMUNICATIONS

7.1 Accounts & Registration.

To access certain features, you may be required to create an account and provide information such as your name, email address, and other contact details. You agree to:

- Provide accurate and complete information;
- Keep your information current; and
- Maintain the confidentiality of your login credentials.

You are responsible for all activity that occurs under your account.

7.2 Communications.

By using the Service, you consent to receive:

- Emails and messages related to your account, payments, and the Service;

- Community, training, or system notifications; and
- Marketing or promotional communications (which you can opt out of, except for transactional emails).

You can contact us at **support@rain.club**.

8. FEES, PAYMENTS, TAXES

8.1 Membership Fees.

We may charge subscription or access fees for Paid Membership. Before you are charged, you will have an opportunity to review the applicable fees. All fees are generally non-refundable unless we clearly state otherwise in writing. We may change membership pricing or structure at any time, in our sole discretion.

8.2 Payment Authorization.

By providing payment information, you authorize us (and our third-party payment processors) to:

- Charge applicable membership or program fees; and
- Process and disburse Referral Fees, subject to applicable law and these Terms.

8.3 Taxes.

You are solely responsible for:

- Determining any taxes owed in connection with Referral Fees or other payments; and
- Reporting and paying those taxes to the appropriate authorities.

We may issue tax forms where required by law. You agree to provide any information we reasonably require to comply with tax or reporting obligations.

9. PROHIBITED CONDUCT

You agree not to:

- Use the Service for any illegal or unlawful purpose;
- Make false, misleading, or deceptive statements to potential clients or the public;
- Offer or provide legal, tax, or investment advice if you are not qualified or licensed to do so;

- Misrepresent yourself as an employee, partner, co-broker, or agent of CRE Media or Hardwell Capital;
- Infringe any intellectual property rights;
- Engage in harassment, hate, abuse, or defamation;
- Upload viruses, malware, or any harmful code; or
- Attempt to hack, disrupt, or interfere with the Service or other users.

We may suspend or terminate your access to the Service for any violation of these Terms or any conduct we consider harmful or risky.

10. DISCLAIMER OF WARRANTIES

To the fullest extent permitted by law, the Service and all content are provided “AS IS” and “AS AVAILABLE,” without any warranties of any kind, whether express, implied, or statutory, including, without limitation:

- Warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
- Any warranty that the Service will be uninterrupted, error-free, or secure; or
- Any warranty regarding expected results, income, or performance.

Your use of the Service is at your sole risk.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- In no event will CRE Media III, LLC, Hardwell Capital, LLC, or their owners, officers, members, employees, or agents be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits, lost opportunities, or lost data, arising from or related to your use of the Service or these Terms.
- Our total aggregate liability to you for any claims arising out of or relating to the Service or these Terms will not exceed the greater of:
 - (a) the total amount of membership fees you have paid to CRE Media in the twelve (12) months preceding the claim, or
 - (b) One Hundred U.S. Dollars (US \$100).

Some jurisdictions do not allow certain limitations; in those jurisdictions, our liability will be limited to the maximum extent permitted by law.

12. DISPUTE RESOLUTION; ARBITRATION; GOVERNING LAW

12.1 Governing Law.

These Terms are governed by the laws of the **State of Florida**, without regard to conflict-of-law principles, and are intended to be enforceable in all 50 states of the United States to the maximum extent permitted by law.

12.2 Mandatory Arbitration; Waiver of Jury Trial and Class Actions.

Except where prohibited by law or where a small-claims court action is appropriate:

- Any dispute or claim arising out of or relating to these Terms or the Service shall be resolved by binding individual arbitration before a single arbitrator administered by the American Arbitration Association (AAA) under its applicable rules;
- You and CRE Media waive the right to a jury trial; and
- You and CRE Media agree that no class actions or representative actions may be brought, and that arbitration will be conducted only on an individual basis.

12.3 Venue.

The seat and venue of arbitration, and any permissible non-arbitration proceedings, will be in **Miami-Dade County, Florida**, unless we both agree in writing to another location.

13. MODIFICATION OF TERMS & SERVICE

13.1 Right to Modify Terms.

We reserve the right to make any and all changes necessary at any time to these Terms, in our sole discretion.

When we change these Terms, we may post an updated version on Rain.club and update the Effective Date. Continued use of the Service after updated Terms are posted constitutes your acceptance of the revised Terms.

13.2 Right to Modify or Discontinue Service.

We may modify, suspend, or discontinue any part of the Service, including any referral program, membership level, or feature, at any time, with or without notice, and without liability to you.

14. MISCELLANEOUS

- **Entire Agreement.** These Terms, together with our Privacy Policy and any written addenda we sign with you, constitute the entire agreement between you and CRE Media regarding the Service.
- **Severability.** If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in full force and effect.
- **No Assignment by You.** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms at any time.
- **No Waiver.** Our failure to enforce any provision is not a waiver of our right to do so later.
- **Contact.** You may contact us at [**support@rain.club**](mailto:support@rain.club) for questions about these Terms.