

**BUFFINI & COMPANY BLITZ
RE/MAX EDITION**

TERMS & CONDITIONS

1. Agreement. This constitutes an agreement and license between you and Buffini & Company for your one-time participation in a Buffini & Company Blitz Program. As part of your license you are provided with a subscription to Buffini & Company's Referral Maker™ CRM and software during the term of the Blitz Program in which you have enrolled.

2. Conflict with Existing Membership or Subscription Agreement. In the event you are an existing Buffini & Company Member or an existing Subscriber to Buffini & Company's Referral Maker CRM your existing Membership or Subscription Terms and Condition will apply to your use of the Referral Maker CRM during your participation in the Blitz Program.

3. License: This order constitutes a personal non-assignable license for the customer's one time participation in the Buffini & Company Blitz Program. Customer is authorized to use any information, instructions concepts or writings provided, in conformity with the systems and training presented for his/her personal or business purposes not related to training or coaching. Any other duplication, dissemination or use sale or resale of said information or writings, or any part thereof, is prohibited.

4. Restrictions: Client shall not: (a) train or attempt to train any person in all or part of the Blitz Program or other Buffini & Company program (b) use Buffini & Company products in a way which is inconsistent with the terms of this Agreement or the License; (c) copy, reproduce or modify in any fashion any written materials or other items provided hereunder except as authorized by Buffini & Company (unless pursuant to the systems taught); (d) create or permit the creation of any writings or things containing information derived from the items provided hereunder (unless pursuant to the systems taught; (e) grant any sublicense or any other subsidiary use or attempt to sell or resale all or any part of the Blitz program, other Buffini & Company products, services or programs, except pursuant to this Agreement.

5. Reporting: Buffini & Company may provide information to RE/MAX, LLC which reflects Client's participation in Buffini & Company programs or training and summarizing Client's production results achieved.

TERMS RELATING TO USE OF THE REFERRAL MAKER CRM SERVICE & SOFTWARE

1. Definitions.

Client Software means any software provided to a Subscriber related to the Service.

Subscriber means the person or entity who has entered into this Agreement authorizing the use of the Referral Maker CRM. If an individual enters into this Agreement on behalf of a company or other legal entity, the individual represents and warrants that he/she has the authority to bind the entity to this Agreement.

License means the right granted by Buffini & Company to install, use and/or otherwise interact with the Service and/or the Client Software for Subscriber's personal or internal business purposes not related to training or coaching.

Service means Buffini & Company's Referral Maker CRM online service and software including any updates, upgrades, support and content (for example, audio or visual information or documents) contained or made available to Subscriber by Buffini & Company as part of or in the course of using the Service. Buffini & Company may change the Service or its features at any time and for any reason without notice.

2. Account Registration.

- a. Subscriber agrees to provide Buffini & Company with accurate personal details including Subscriber's full name and a valid e-mail address and all other information that Buffini & Company

may request from Subscriber from time to time in order to complete the registration process and update Subscriber's account details. Subscriber represents and warrants that the information provided to Buffini & Company truthfully identifies Subscriber and his/her/its contact information.

- b. Subscriber, if an individual, represents that he/she is at least 18 years of age.
- c. Subscriber will keep his/her/its password and other login details confidential and will not disclose or make it available to any other person. Any use of the Service by any person other than the Member is prohibited and constitutes a breach of this Agreement.

All past due subscription fees are subject to a late payment service charge at the rate of 1.5% per month or the maximum rate allowed by law whichever is less.

3. Authorized Users

Only the Subscriber is authorized under this License to use the Service including the Client Software. If the Subscriber is a business or entity, only one person authorized by the Subscriber may use the Service. User Licenses may not be shared or used with any other person and, if purchased by a business, cannot be reassigned to a new user to replace a current authorized user who has terminated employment or otherwise changed job status or function and no longer uses the Service.

4. Rights and Limitations on Use.

- a. In using the Service or the Software, Subscriber will:
 - i. Comply with all applicable laws, ordinances or regulations.
 - ii. Comply with any codes of conduct or other notices provided by Buffini & Company.
 - iii. Keep his/her account information, including his/her password, secret.
 - iv. Promptly notify Buffini & Company if he/she learns of a security breach or unauthorized access relating to the Service.
- b. Subscriber may not:
 - i. Use the Service in any way that harms Buffini & Company, its agents, employees or independent contractors or any customer of Buffini & Company.
 - ii. Engage in, facilitate or further unlawful conduct.
 - iii. Damage, disable, overburden or impair the Service or interfere with anyone's use or enjoyment of the Service.
 - iv. Resell, redistribute, rent, lend or grant any sublicense or any other subsidiary use of the Service or the Client Software to any other person.
 - v. Use any unauthorized automated process or service to access and/or use the Service (such as a BOT, a Spider or other automated process).
 - vi. Modify, create derivative works from, reverse engineer, decompile, disassemble or otherwise attempt to discover any trade secret contained in the Service or in any technology or system used by Buffini & Company in connection with providing the Service or attempt to duplicate the Service or the Client Software.
 - vii. Build a product or service using similar ideas, features, functions or graphics of the Service.

viii. Copy any ideas, features, functions or graphics of the Service.

5. Ownership

The Service is being licensed to you and not sold. Except for the license granted under this Agreement, Buffini & Company retains all right, title and interest in and to the Service in whole or in part including the Software, any content provided as part of the Service and any copies of the foregoing.

6. Responsibility for Use

You are solely responsible for the use of the Service including the Software and any content included or provided as part of the Software. You are also solely responsible for your use of any data or other content that is input, stored, transmitted or otherwise used as part of the Service. You represent and warrant to Buffini & Company that any content or data used or uploaded by you in connection with or as part of the Service will not (a) infringe upon or otherwise violate any laws or regulations or any intellectual or other property rights or contract rights of any other person; (b) contain any software, viruses, Trojan horses, worms or other similar harmful or destructive programming routines, computer codes, files or programs; (c) contain any unlawful, harassing, abusive, harmful, threatening, profane, defamatory, obscene or otherwise objectionable or offensive content; or (d) violate any applicable laws.

7. Storage

You may store data and content on the servers that Buffini & Company uses to provide the Service. You acknowledge and agree, however, that Buffini & Company has no responsibility or liability for any deletion, destruction, corruption or other loss of any data or content to use or upload as part of the Service.

8. Text Messages

The Service may provide the option for users to receive text message alerts of calendar appointments or other matters, or input events tracked by the Service. You acknowledge that text message charges may be imposed by your telephone service provider for the receipt of these text messages.

9. Modifications

Buffini & Company may upgrade, enhance, change, suspend, discontinue or otherwise modify any of the functions, features, aspects or components of the Service, its presentation, the manner in which it is delivered or how it is used or operated in its sole discretion and without notice. Any modifications made available to you will be subject to the terms and conditions of this Agreement. If required by Buffini & Company, you must promptly replace the version of the Software or component you have installed on your computer or other device.

10. Termination.

- a. **Termination by Buffini & Company.** Buffini & Company may cancel or suspend Subscriber's use of the Service or a portion thereof at any time if Subscriber violates the terms of this Agreement, if Buffini & Company believes that Subscriber's use of the Service represents a direct or indirect threat to its network function (or those of its contractors or suppliers) or anyone else's use of the Service or if Buffini & Company is otherwise required by law to do so. No refund will be granted in the event of a cancellation or suspension of the Service for Subscriber's violation of the terms of this Agreement.
- b. **Effects of Termination.** Upon termination of the Service by either party for any reason, Buffini & Company may delete Subscriber's data permanently from its servers. Subscriber acknowledges that Buffini & Company will have no obligation to continue to hold, export or return Subscriber's data.

11. Privacy & Access to Account.

- a. **Privacy.** In order to operate and provide the services, Buffini & Company may need to access your account and the data you have input. You grant Buffini & Company the right to access your account and data for that purpose. Buffini & Company also collects certain information about its Subscribers

and the Subscriber's database or list of contacts. Buffini & Company uses that information as described in Buffini & Company's Privacy Policy.

- b. **Performance and Usage Data.** In order to provide the Service, Buffini & Company may collect certain information about the Service performance Subscriber's computers or hand held devices and its Service use.
- c. **Communication.** Buffini & Company may need to notify Subscriber occasionally of announcements relating to the operation of the Service. In addition, Subscriber may receive marketing and other information relating to Buffini & Company, its products or services from time to time.

12. Intellectual Property Rights.

- a. Referral Maker™ and other Buffini & Company graphics, logos, page headers, and service names are trademarks, registered trademarks or trade dress of Buffini & Company in the United States and other countries. Buffini & Company's trademarks and trade dress may not be used in connection with any way that is likely to cause confusion or in any manner disparages or discredits Buffini & Company.
- b. **Subscriber Use of Intellectual Property.** Buffini & Company does not sanction or approve the unauthorized use of content protected by copyright or other intellectual property rights. Subscriber represents and warrants that the use or publication of any content by Subscriber does not violate the intellectual property rights of any third party.
- c. **Ownership of Subscriber Data.** Buffini & Company performs regular back-ups of Subscriber data for the purpose of recovery in the event of a failure of the servers hosting the Service. Notwithstanding the foregoing, however, Subscriber is solely responsible for maintaining and backing-up any Subscriber data that it uses with the server. Subscriber, and not Buffini & Company, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership or right to use such data. Buffini & Company will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data that Subscriber uses with the Service.

GENERAL TERMS AND CONDITIONS

1. Use of Products or Services

I agree to use the all Buffini & Company products or services in conformity with all applicable laws.

2. Privacy Policy

Buffini & Company uses any information that it collects as described in Buffini & Company's Privacy Policy which is available at <http://www.buffiniandcompany.com/privacy-policy.aspx>, the terms of which are incorporated herein by reference.

3. **No Representations or Warranties / Limitations on and Exclusions of Liability.**

All products and content including the Service, the Software, or any content provided as part of the Service, including all modifications thereof, and all acts or omissions undertaken or not undertaken relating to any of the foregoing are provided on an "as available" and "as is" basis. Except to the extent prohibited by applicable law, Buffini & Company disclaims all representations, warranties and commitments of any kind with respect to the subject matter including, but not limited to, any and all implied warranties or other commitments of title, merchantability, quality of information or fitness for a particular purpose.

In no event shall Buffini & Company be liable for any indirect, punitive, special, incidental or consequential damages (including, without limitation, lost profits, revenue or savings, lost data or content, loss of or damage to business opportunity, business interruption or the like) arising out of or relating to this Agreement, or your use of the Service. In any case, Buffini & Company's entire liability

under this Agreement or in any way related to the subject matter hereof shall be limited in the aggregate and regardless of the number or timing of the claims asserted to the greater of \$2,000.00 or the total fees received by Buffini & Company hereunder for the twelve (12) calendar months immediately preceding the month in which the claim is first filed or asserted against Buffini & Company. These terms shall apply whether or not Buffini & Company has been advised of the possibility or likelihood of the loss, injury, damage or liability suffered or excluded and regardless of the theory of relief asserted (e.g. whether in contract, tort, negligence, breach of warranty, strict liability in tort or by statute or otherwise). Any action against Buffini & Company for relief of any kind must be brought within one (1) year after the cause of the action arose. The terms of this section represent important agreed and bargained for understandings of the parties and Buffini & Company's compensation hereunder reflects such terms.

4. Indemnification

You agree to indemnify Buffini & Company as well as its directors, officers, agents, employees, and independent contractors and hold them harmless from any and all claims and expenses, including attorneys' fees arising from your use of Buffini & Company products or services or from your breach of this Agreement.

5. Assignment

You may not assign this Agreement and any attempted assignment shall be void. Buffini & Company may delegate all or part of the performance of its obligations under this Agreement to independent contractors or other businesses.

6. Severability

If a court holds any provision of this Agreement to be illegal, invalid or unenforceable the rest of this Agreement shall remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

7. Governing Law and Venue

All legal issues arising from or relating to your use of Buffini & Company products or services or this Agreement shall be interpreted and construed in accordance with the laws of the State of California. By accessing or using such products or services you consent to personal jurisdiction and exclusive venue in the State and/or Federal Courts of the County of San Diego, State of California with respect to any disputes arising out of or relating to this Agreement or the use of this site.

8. Termination

This Agreement may be terminated at any time by Buffini & Company for cause which shall include the breach of this Agreement by the client, abusive or unprofessional conduct, or conduct which would tend to hold Buffini & Company up to embarrassment or contempt.

9. Entire Agreement

This Agreement constitutes the entire agreement between you and Buffini & Company with respect to the subject matter hereof and supersedes any other agreement, proposals and communications, written or oral between Buffini & Company and you with respect to the subject matter hereof.