

Realestateagentsarepeople2.com - Internet Link Contract

This Link Contract is entered between realestateagentsarepeople2.com, which is owned by Timeless, LLC, here and after referred to as "the Company" and _____ here and after referred to as "the Link Purchaser", on this _____ day of _____, 200__.

- (1) For and in consideration of the terms and conditions hereinafter set forth, the Company agrees to permit the above named County Board/Association of Realtors/Real Estate Company to have a Link to the Agent Safety Alert provided by RealEstateAgentsArePeople2.com for the term on one full year (12 months) for the sum of \$25.00 per month. Fee is payable by monthly installments or yearly installments. Yearly installments shall be paid in advance with a minimum of the first six (6) months due.
- (2) The Link Purchaser is responsible for supplying the correct Link information to the Company.
- (3) Payment of the fees set forth above must be received in our office seven days prior to the use of the Link (the "Link Start Date"). The Link Start Date shall be seven calendar days following the receipt of payment.
- (4) The Link Purchaser may extend the term of this Agreement, provided it is not default, upon the same terms and conditions set forth by giving thirty days written notice to the Company before the expiration of this Agreement, with the Company's written approval.
- (5) The Company reserves the right to refuse / cancel at any time without prior notice any Links which violates the terms or conditions of this agreement. By way of your signature below, you acknowledge and agree that the Link fee for the term of any refused and / or cancelled Link will be pro-rated as of the day the Link is no longer accessible through the Internet.
- (6) The Company reserves the right to hold the Link Purchaser and / or its authorized agent jointly and severally liable for any and all amounts owed for any Link that is cancelled in accordance with Paragraph 5 of this Agreement.

Information Regarding Advertisers on realestateagentsarepeople2.com

- (7) The Company reserves the right to refuse any advertisement graphic that does not arrive seven days before the Advertising Start Date. The Company does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (which The Company shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies. This Agreement is voidable by The Company immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, The Company may in its complete discretion refuse the hosting of any other advertising that it deems to be inappropriate. The Company does

not accept advertisements related to subjects banned by US law. You agree to hold the Company harmless from any damages caused by the material on your website.

(8) The Advertiser represents that the Advertiser is the owner or is licensed to use the entire contents and subject matter contained in its advertising and collateral information, including, without limitation: (a) the names and/or pictures of persons; (b) any copyrighted material, trademarks and/or depiction of trademarked goods or services; and (c) any testimonials or endorsements contained in any advertisement submitted to the Company. Advertiser is solely responsible for any legal liability arising out of or relating to the Advertisement and/or any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with the Company advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by the Company for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any antidiscrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify the Company and to hold the Company harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by the Company, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties. Advertiser agrees to request that the Company be listed as an additional insured on any policy issued to Advertiser pursuant to which there could be coverage for any of the forms of legal liability described in this paragraph.

(9). I. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 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;
- 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;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- 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

- 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.

Realestateagentsarepeople2.com's designated Copyright Agent to receive notifications of claimed infringement is: **Deborah Benton**. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to **Realestateagentsarepeople2.com** customer service through Timeless LLC, PO Box 278, Elberta, AL 36530. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

II. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- 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;
- 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
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Mobile, Alabama, and 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 by the Copyright Agent, **Realestateagentsarepeople2.com** 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 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at **RealEstateAgentsArePeople2.com's** sole discretion.

(10). Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE **RealEstateAgentsArePeople2.com** WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, **RealEstateAgentsArePeople2.com**, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. **RealEstateAgentsArePeople2.com** MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY

OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE **RealEstateAgentsArePeople2.com** WEBSITE. **RealEstateAgentsArePeople2.com** DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE **RealEstateAgentsArePeople2.com** WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND **RealEstateAgentsArePeople2.com** WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE

(11) In no event will the Company be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not the Company has been advised of the possibility of such damage.

(12) Should an error appear in an advertisement, The Company's liability shall be limited to the cost of the advertisement (prorated for the publishing completed). The Company will not be liable for any delays in delivery and/or non-delivery in the event of an act of God, action by any government entity, transportation, strike, network difficulties, electronic malfunction, etc. or any feasibility, reliability, or effectiveness related to the Company's site. The Company does not represent or warrant that the Company's site will meet the objectives or needs of the advertiser or any third party. In no event will the Company be liable for any failure, disruption, downtime, interruption, miscalculation, delay, inaccuracy, or any nonperformance related to the Company's site.

(13) Advertiser may not assign this agreement, in whole or in part, without the Company's written consent. Any attempt to assign this Agreement without such consent will be null and void.

(14) This Agreement will be governed by and construed in accordance with the laws of the State of Alabama.

(15) 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, provided that all pricing will be governed by the Company's Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will 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. The Company reserves the right to make changes to the advertising program or contract, including but not limited to the substitution of one page for another, the placement of the ad on the page, and the frequency of ad banner changes and banner location within the site for each Advertiser. You hereby agree to the terms and conditions.

For [the Link]:

For Timeless, LLC:

By: _____
(Print Name)

By: _____
(Print Name)

It's : _____
It's: _____
(Print title)

(Print Title)

Signature: _____
Signature: _____

Date: _____
Date: _____

Please print, complete, sign and return this Advertising Contract with payment to Timeless, LLC:
Post Office Box 278, Elberta, Alabama, 36530