

Welcome to The Real Estate Claim Center Independent Contractor Affiliate Program (**ICA Program**). We're excited that you're excited to provide valuable real estate transaction affiliate services for people selling or buying real estate. These terms explain the rules that apply to the ICA Program (**The Real Estate Claim Center Independent Contractor Affiliate Program General Terms**). The Real Estate Claim Center [Privacy Policy](#) is also incorporated into these terms.

Keep in mind that these terms form part the entire agreement between you and WIRMS, owner and operator of The Real Estate Claim Center (**WIRMS**). The affiliate dashboard contains some specific settings such as payment settings, which also form part of our agreement with you (**Payment Terms**).

When we say '**you**' in these Affiliate Program General Terms we are referring to you, the Independent Contractor Affiliate (**ICA**). When we refer to the 'website' we're talking about the WIRMS websites. When we say '**we**', '**us**', '**Claim Center**' or '**WIRMS**' it's because that's who we are and we own and run the websites.

Read on for details about your responsibilities, how it all works and the process of earning income. If you've still got any questions, visit the [ICA Support Hub](#) and we'd be happy to help.

Affiliate Fee Schedule

Owner/Seller/Property Claims:

- **\$250** – Scout and Claim a Vacant House (**Scout Fee**); you are the first to claim an address of a property that you believe to be vacant, as this address has not been claimed by another affiliate and is vacant. Then, we successfully reach the owner who executes our fulfillment of a real estate closing.
- **\$750** – Lead To A Deed (**Director Fee**); you direct a property owner to use your affiliate link to fill in a form and claim an offer to sell their property and then successfully executes our fulfillment of a real estate closing.
- **\$1,500** – Complete Assist in Acquisition (**Navigator Fee**); you identify and speak to an owner motivated to sell, navigate gaining access to the property, setting an appointment for us to meet the owner and following up with the owner until the date the property is purchased by us at the agreed price. Relatives and friends are welcome.

Buyer/Investor Claims:

- **\$500** – Claim a Buyer Lead (**Claimant Fee**); an investor uses your affiliate link to sign up for investment property notifications and purchases one of our properties for sale OR you provide a warm introduction to an investor who asks to be part of our property notifications. Earn \$500 at every closing for each property that the investor purchases – you stake a “lifetime” claim on this investor.
- **\$1,000** – Response Provider to Landing Page (**Responder Fee**); you send an interested buyer to a landing page we have that is advertising one of our properties, and the buyer completes the form to be contacted or schedules an appointment to see the property and, ultimately, purchases the property. **IMPORTANT:** if this buyer is already a buyer that you have a “lifetime” claim on, your earnings upon successful closing of this property remain \$1,000, NOT \$1,500. You can only earn one fee, per transaction, whichever is highest.

Volume Bonus:

1. When any two (2) real estate closings are fully executed in the same month, an ICA will earn a \$500 bonus fee.
2. When any five (5) real estate closings are fully executed in the current year, an ICA will earn a \$1,000 bonus fee.

Guidelines:

All owners must have properties NOT currently advertised for sale. Fees are earned and paid on the day property is sold and deed is transferred. Affiliates **MUST** be at least 18 y/o and have a valid social security number to get paid.

Becoming an Affiliate

To become an ICA you must first register for the program and accept these Real Estate Claim Center Independent Contractor Affiliate Program General Terms and the WIRMS Privacy Policy. We will evaluate your registration and may accept or reject your application at our sole discretion for any reason based on reasonable grounds. Our decision about whether you can become an ICA is final.

As part of your registration, you must submit a valid [W-8](#) or [W-9](#) Form to us. Please note that if you're in the USA, our accountant will submit the relevant form to the IRS.

How It Works

ICA Program: As an ICA, you have the option of participating in the commencement of a real estate transaction. It is important to understand what constitutes a '**successfully rendered service**' and the '**fee**' you can earn for each. These services are specific to either the seller, buyer or another contracted affiliate.

Affiliate links and code: Every service that you choose to render has a unique affiliate link that can be generated via your Affiliate Dashboard, or by appending your affiliate ID/Username to the end of any page on our affiliate network websites. We have provided a convenient method for you to share to major social networks or easily send a message from popular apps - this automatically includes your affiliate link. We track and either the seller, buyer or we pay upon fulfillment of an executed real estate transaction.

Earnings: The earnings you receive for a successfully completed transaction, that stems from services that you provided ('fees') are taxable income. You are responsible for paying taxes associated with fee you've earned.

More details (some, additional, important points about how it works):

- We use cookies and other similar technologies to track people who have clicked on your link.
- If a person doesn't allow cookies or clears their cookies then we may not be able to track them which would mean we would not be able to pay a fee on that person's activity.
- If a person clicks on your affiliate link and then later they click on someone else's, it is the most recent link they clicked on that gets the credit.
- If a person clicks your link, the cookie does not expire for 999 days, although your link can get trumped if the same person clicks on another affiliate's link prior to performing an action that starts a transaction.
- Your fee will still be paid for transactions involving real estate that you own or buy (as well as family, friends and co-workers). In other words, you get paid a fee for all services that you provide for you or someone else, as long as the service results in the execution of a real estate transaction that we are providing fulfillment for.
- Earnings and other performance data appear in your ICA Dashboard; you can [log-in here](#).
- Use of the ICA Program is subject to a fair use policy which gives WIRMS and its' assigns the right to review each and every fee and to remove any affiliate from the program at our discretion.

How Do Payments Of Fees Work?

Your ICA earnings are separate from any other payments you may be eligible to receive from WIRMS as a licensed real estate professional, wholesale company or vendor. Payments will be made in accordance with the closing of each real estate transaction.

All earnings that are Unpaid or Paid will be listed in your ICA dashboard and, when disbursed, paid to you via a real estate closing agent. Otherwise, contractor referrals (another affiliate joined our network because of you) are paid to you directly from WIRMS, upon conclusion of a real estate transaction that resulted because of one of the affiliates that you referred. You must provide the correct account payment details to receive payment. Otherwise, you can't be paid!

You may bear some or all the expenses incurred by the closing agent in paying monies to you via wire transfer or express mail.

Payment holdbacks: We will continue to hold your earnings if we have not received your correct payment details, we can't contact you using the contact details that you have supplied or you are asking for payment to be made to a person or an institution or a country that we're prohibited from making payments to by law or where there are limitations in the banking systems.

Currency conversions: Payments will be made in your United States currency (\$) only. We have no responsibility for currency conversion.

Adjustments: If, and when, a service you have rendered elevates beyond the originally recorded service, the corresponding fee will be upgraded in your ICA dashboard and the same paid by the closing agent when the real estate transaction is full executed.

Fraud: If we have reason to believe your ICA account is being used to conduct fraudulent transactions or is in any way associated with fraudulent activity we may reject payment, terminate your account, and/or filing necessary legal proceedings for deceptive practices.

Taxes: You are responsible for paying all state and/or federal income taxes, associated with your use of the Affiliate Program. We may collect geographical information to determine your location, which may be used for tax purposes (so location information you give us must be accurate for tax residency purposes).

Things you should avoid.

You may **not** do any of these things:

- Confuse users (or potentially confuse them) about whether your website is operated or endorsed by us (for example, by copying design elements from our website).
- Use WIRMS brands, trademarks and intellectual property, other than approved ICA Program graphics we make available via your ICA dashboard.
- Use a domain name, search engine keyword or pay-per-click advertising that use any WIRMS trademarks, variations or misspellings.
- Increase traffic to WIRMS businesses, send unsolicited email or other messaging that in any way may constitute spam.
- Do anything that would amount to a breach of any laws including, but not limited to, privacy, intellectual property and spam.
- Do anything that might be confusing, misleading or deceptive to users (for example, linking from a website that might be confusing to users about whether it is a WIRMS website).
- Make any representations on behalf of WIRMS.
- Do anything that is directly or indirectly in contravention of these Affiliate Program General Terms or any direction given to you by us.
- Engage in any conduct that does not meet our standards of 'fair play' at our discretion including things like attempted, apparent or actual fraud, generating non-genuine transactions, creating non-genuine users, confusing users, or providing a link that might mislead users.
- Provide us with any information that is not true, accurate or complete.
- Disclose your password or username to anyone. If you realize there's any unauthorized use of your password or any breach of security you need to let us know immediately.
- Affiliates are not permitted to direct link PPC activity to the WIRMS's sites from Google Search Results, this includes using WIRMS's sites as a display URL.

Legal housekeeping

Your compliance: We reserve the right to decide in our sole discretion whether your use of the Affiliate Program complies with any applicable laws or the Master Campaign Agreement (which includes these Affiliate Program General Terms), the WIRMS Privacy Policy or Other Terms. If we decide that you have not complied, we can, based on our reasonable discretion disable your affiliate account.

Termination: These Affiliate Program General Terms start from the date of our approval of your registration and will continue until terminated. On termination, you must promptly stop using, and must delete, relevant links and WIRMS intellectual property.

Termination by you: You may terminate your participation in the Affiliate Program at any time by removing the relevant affiliate links.

Termination by us: We may terminate or suspend your participation in the Affiliate Program if, at any time and for any reason, based on reasonable grounds and with or without prior notice to you; we reasonably believe there is a risk associated with you, your account, or that payment, including if it breaches a law or regulation. Examples of where we might do this include transactions where the payment is to a person or country sanctioned by an authority (like the United Nations or the United States); or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our users; OR, if we can't make payments to your nominated country.

Sanctions compliance: You promise that you are not located in a sanctioned country and are not on a sanctioned persons list. The Affiliate Program is not available to anyone located in any U.S. sanctioned countries or to anyone on the U.S Treasury Department's list of Specially Designated Nationals List (SDN list).

Modifications: We may change, suspend or discontinue any aspect of the Affiliate Program. We may also remove or modify any approved tags, text, or graphics for the Affiliate Program. You agree to promptly implement any request from us to remove or modify any link, graphic or banner ad that is being used by you as part of the Affiliate Program.

Your use of other services: You must comply with the requirements of any third-party services you use in connection with the Affiliate Program, like email providers, social networking services and ad networks as long this does not cause you to violate the terms of our Affiliate Program.

Privacy: We respect your privacy. When you become an ICA, you will be asked to provide some information about yourself. This information may be used by us and contractors in connection with managing the Affiliate Program, including marketing activities.

Confidentiality: We value your information and take reasonable precautions to protect it. While we take reasonable steps to preserve the security of your information, please be aware that we can't promise that your use of our Affiliate Program will be confidential, and we can't promise that any information you provide to us is perfectly secure. While using our Affiliate Program, you may also become aware of confidential information about us, the Affiliate Program or a user. You promise to not disclose any confidential information made available to you through the affiliate program to any other person.

Intellectual Property: We own all the WIRMS content we have put on our websites including the design, compilation, and look and feel of the WIRMS websites platforms, and copyright, trademarks, logos, designs and other intellectual property (unless otherwise stated and excluding content owned by others). You will not copy, distribute, modify or make derivative works of any of our WIRMS websites content or use any of our intellectual property in any way not expressly stated in these Affiliate Program General Terms.

WIRMS Companies: If an indemnity, limitation or disclaimer of liability, promise or release (a 'benefit') is given in our favor in these terms or Other Terms, we hold that benefit on trust for the other WIRMS Companies. We may enforce

that benefit as trustee for and on behalf of the other WIRMS Companies as beneficiaries under that trust. We may use the services of another WIRMS Company to conduct payment or other activities with you, like paying earnings.

Indemnity

Our indemnity to you: We are liable and solely responsible for our use of the website; the services, messages, content, software or other information we send through the website; our breach of any intellectual property rights belonging to others; our breach of these Affiliate Program General Terms; our breach of any industry code, regulation or law that applies. You have no responsibility to us for, and we agree to indemnify you from, all liabilities, costs, expenses (including legal fees) and loss arising from third party claims.

Your indemnity to us: You are liable and solely responsible for your use of the website and the Affiliate Program; the services, message, content, information, software or other materials you send and use under the Affiliate Program; your breach of any intellectual property rights belonging to others; your breach of these Affiliate Program General Terms; your breach of any industry code, regulation or law that applies.

We have no responsibility to you or to any other person for all liabilities, costs, expenses (including legal fees) and loss arising from third party claims and you agree to indemnify us, our directors, officers, employees and agents from all claims.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of the matter.

Disclaimer and Limitation of Liability: In some places there may be consumer or fair-trading laws that apply and that may give you rights that we cannot exclude, restrict or modify ('non-excludable law'). We do not exclude or modify any non-excludable law. Except as provided in a non-excludable law, we are bound only by the express promises made in these Affiliate Program General Terms and we are not bound by implied terms. Except as provided in a non-excludable law, will be limited to the total amount of your earnings paid to directly to you from WIRMS under these Affiliate Program General Terms.

Changes to Affiliate Program Terms: We may change these terms at any time and, if we make changes, we we'll take reasonable steps to let our members know about the changes. You can also keep track of whether changes have been made to our terms by referencing the version and effective date at the footer of the terms. You can close your ICA account and terminate your agreement with us at any time if you do not agree to the changes. However, if you continue to participate in the Affiliate Program after the changes are made, then you will be agreeing to the changes.

Applicable Laws: We control and operate the Affiliate Program from our offices in the State of Florida. The laws of Florida and the United States of America govern these Affiliate Program General Terms, and you submit to the jurisdiction of the courts there.

Definitions

Affiliate Program: The affiliate program run for the WIRMS websites.

WIRMS: WIRMS LLC or the WIRMS Companies as applicable. WIRMS is also known as Web Initialized Real Estate Marketing Systems.

WIRMS websites: When we refer to the 'WIRMS websites' or our websites we're talking about the WIRMS digital footprint, presence and other websites we run including all websites in the WIRMS multi-site network.

ICA: An independent contractor affiliate that has been approved by us to take part in the Affiliate Program.