

ClearNow's Affiliate Program Terms & Conditions

Participation/Enrollment

1. To participate in ClearNow's Affiliate Program, you must complete ClearNow's Affiliate Program Agreement and submit it with your voided check or bank statement.
2. You will receive confirmation of your enrollment in ClearNow's Affiliate Program via e-mail. This e-mail message will contain directions on how you can access your online affiliate account. Your online affiliate account provides you with prospect and referral reports, the text and banner links for your Website, and ClearNow's Affiliate Program Terms & Conditions.
3. Either ClearNow or you may terminate your participation in ClearNow's Affiliate Program at any time, for any reason, at will and with or without cause, by giving the other party written notice of termination at least two weeks prior to the date of termination. Any activity by you that is in violation of any state or federal law is a violation of your participation in ClearNow's Affiliate Program and will result in your immediate termination of your participation in ClearNow's Affiliate Program.

Commissions

1. You will receive 15% of the ClearNow monthly fees paid by each new landlord or property manager that enrolls in ClearNow based on your referral.
2. You are eligible to earn a commission on each of your referrals up to the earlier of six (6) years from your referral's first payment of ClearNow fees or one (1) year following the date of termination of your participation in ClearNow's Affiliate Program.
3. Once one of your referrals begins paying ClearNow fees, commissions earned for the month will be directly deposited to your bank account on the 5th day of the following month. If the 5th is not a banking day, the credit will occur on the next banking day. A banking day is a business day that is not a weekend or US Federal bank holiday.
4. If you wish to change the bank account that receives the commission, you will need to complete ClearNow's Affiliate Program Agreement and submit it with the voided check or bank statement of your new bank account. Confirmation of bank account changes will be sent via e-mail.

Referral Process & Identification

1. You can refer a landlord/property manager to ClearNow in the following manners:
 - a. Through your Website: Promote ClearNow by posting the text and banner links on your Website. These links are provided in your online affiliate account.
 - b. Through your referral's direct contact with ClearNow. If your referral contacts ClearNow directly, please ensure he/she tells us they learned about ClearNow from you. We always ask landlords/property managers how they learn about ClearNow, and the referral source is recorded accordingly.
2. Your referral will receive an e-mail message that explains how ClearNow works and how he/she can receive enrollment materials. When your referral requests the materials via your Website, your name and ClearNow identification number is linked to your referral's record such that when he/she enrolls, you are identified as the referral source.
3. To further aid the promotion process, ClearNow will offer your referrals a two-month free trial. While this free trial delays the generation of revenue for ClearNow and you, landlords/property managers are able to try ClearNow at no risk. Once enrolled in a free trial, almost 100% of them continue to use ClearNow.
4. You may not fraudulently or improperly generate referrals nor may you promote ClearNow by way of spam (unsolicited contact) in any form. Additionally, you may not contact prospects listed in the "Recent Prospects" report within your online ClearNow affiliate account by way of spam (unsolicited contact) in any form. ClearNow reserves the right to determine, in its sole discretion, whether such prohibited activity has occurred.

ClearNow's Affiliate Program Terms & Conditions (continued)

Confidentiality

1. All information relating to your commission is proprietary information of ClearNow and shall be held in strictest confidence by you and will not, without the prior written consent of ClearNow, be disclosed by you to any other person or entity.
2. ClearNow reserves the right to disclose your contact information to legal, regulatory or other governmental authorities and/or to affected third parties in the event you violate your ClearNow Affiliate Program Agreement or participation in ClearNow's Affiliate Program in any manner that leads to the threat or commencement of a criminal investigation or civil litigation relating to such violation.

Warranties/Non-Assignability/Changes

1. You represent and warrant to ClearNow that you are duly organized, validly existing and in good standing and are duly qualified and licensed to do business and to carry out your participation in ClearNow's Affiliate Program and that the execution, delivery and performance of your participation in ClearNow's Affiliate Program do not violate any existing agreement to which you are a party or by which you are bound.
2. You may not assign your ClearNow Affiliate Program Agreement or participation in ClearNow's Affiliate Program or transfer the rights granted under your Agreement or participation in ClearNow's Affiliate Program without the prior written consent of ClearNow.
3. ClearNow's Affiliate Program Terms & Conditions may change at any time with our without notice of the changes made to you. Your continued participation in ClearNow's Affiliate Program constitutes your binding acceptance of the change(s).

Indemnification/Limitation on Liability

1. You agree to indemnify, defend and hold ClearNow and its officers, directors, shareholders, employees, and any related and affiliated entities, harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind or nature, arising out of, resulting from or in any way connected with (i) your breach or alleged breach of any provision contained in your ClearNow Affiliate Program Agreement, (ii) your negligence or willful misconduct in connection with your performance of your participation in ClearNow's Affiliate Program, (iii) any misrepresentation made by you or any other communication under your control, and (iv) any taxes due on the payment of commissions.
2. You agree to indemnify, defend, and hold ClearNow harmless from any and all claims to the extent the claim shall be determined in a final judgement of a court of competent jurisdiction or in a settlement to which you have agreed to have resulted solely from the willful misconduct, negligence, or knowing violation of law of you or your officers, employees, subcontractors, or agents.
3. ClearNow shall not be liable to you for any indirect, consequential, exemplary, special, incidental, or punitive damages arising out of, resulting from, or in any way connected with your ClearNow Affiliate Program Agreement or participation in ClearNow's Affiliate Program, services, or programs offered by ClearNow, or any documentation and/or intended use thereof, under any theory of tort, contract, warranty, strict liability or negligence even if ClearNow has been advised, knew or should have known of the possibility of such damages.

JOIN CLEARNOW'S AFFILIATE PROGRAM AND EARN MONEY!
 For every new landlord/property manager that enrolls in ClearNow based on your referral, you will earn 15% of the ClearNow monthly fees paid by that customer for the next six years.

Place voided check here

Affiliate Program Agreement

1. Commissions earned will be directly deposited to your bank account.
2. Complete, sign, and date this Agreement. Keep a copy for your records.
3. **Scan and e-mail this Agreement with your voided check or bank statement to Support@ClearNow.com.**
4. You will receive confirmation of your enrollment in ClearNow's Affiliate Program via e-mail.

Mark Type of Activity: New Affiliate Enrollment Bank Account Change

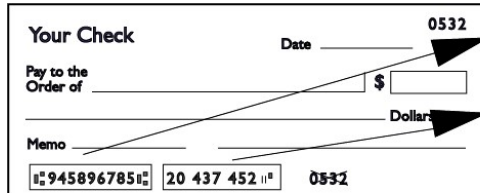
Name of Organization or Entity Telephone # SSN or EIN

Mailing Address City State Zip

E-mail Address Website Address

Bank Name Routing # (9-digits) Checking Account #

The diagram to the right illustrates the general location of the bank routing & checking account numbers found on most checks.



BANK ROUTING NUMBER
(between || symbols)

BANK ACCOUNT NUMBER
(precedes || symbol)

I authorize ClearNow, Inc. to initiate credit entries to my bank account for commissions earned as an enrolled affiliate in ClearNow's Affiliate Program. I understand and agree to the following:

- I have read and agreed to "ClearNow's Affiliate Program Terms & Conditions." I understand "ClearNow's Affiliate Program Terms & Conditions" may be modified at any time and for any reason, and that my continued participation in ClearNow's affiliate program following the posting of an update to "ClearNow's Affiliate Program Terms & Conditions" to my online affiliate account constitutes my binding acceptance of the modification(s).
- Commissions earned will be directly deposit to my bank account on the 5th day of each month. Commissions deposited reflect commissions earned from the previous month. If the 5th is not a banking day, the credit will occur on the next banking day. A banking day is a business day that is not a weekend or US Federal bank holiday.
- I will notify ClearNow of any changes to my bank account information by resubmitting a completed "Affiliate Program Agreement" and my voided check.
- I will be notified of any changes to my credit day.
- I acknowledge the origination of ACH transactions to my bank account must comply with the provisions of US law.
- I certify I have full authority to enter into this Agreement on behalf of the above-named organization or entity.

Signature Contact Name (printed) Date