



# F.S.B.O. LEAD SERVICE FOR REAL ESTATE PROFESSIONALS

**Fax Order to (705)792-9956**



**15 DAY FREE TRIAL!**

**One Time Set Up Fee: ~~\$49.99~~ US  
WAIVED if purchased in class.**

## F.S.B.O. LEAD SUBSCRIPTION FORM:

RedX scours the local & national newspapers, real estate publications and websites and provides you with a daily list of FSBO's in your chosen area including the seller's name, address and phone number (screened against the Do Not Call registry). The leads are cross-checked against active MLS listings, re-listed and sold properties. You can search FSBO leads at any time in real time and you can create customizable searches based on a date range, price, zip code or city, number of bedrooms & bathrooms and more. You even receive FSBO phone scripts. With the built-in RoLEDX Lead Management Software you can import foreclosure and 800 call capture leads. You can manage your leads by creating notes, tasks, reminders, photos and mail merge campaigns or you can export leads to your customer relations management (CRM) system. RedX utilizes both Google maps and Yahoo maps to save you time by giving you directions to the homes. RedX offers customer support and training via e-mail and a toll free 800 number. Representatives can assist you with product orientation, training, troubleshooting and resolving technical issues. There are also web-based written and video tutorials to help you get the most value from the service. The program is licensed for 2 users (agent plus one assistant/partner).

**PRICE:** There is a \$10.00 US one-time processing fee on all new accounts.

- Monthly 29.99 US
- Quarterly 79.99 US
- Semi-Annual 149.99 US
- Annual 279.99 US
- Additional Area 10.00 US

Requested Area: \_\_\_\_\_

Additional Area: \_\_\_\_\_

\*Accounts automatically renew at the end of the trials and/or billing cycle unless notice of cancellation is submitted in writing.

Trainer Name: \_\_\_\_\_

**Payment Options:**  Visa  MasterCard  AMEX

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov/State: \_\_\_\_\_ Postal/Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_



# BUNDLED SERVICE PACKAGE FOR REAL ESTATE PROFESSIONALS

**Fax Order to (705)792-9956**

**15 DAY FREE TRIAL!**

**One Time Set Up Fee: ~~\$149.99~~ US  
WAIVED if purchased in class.**



## GET BOTH SERVICES FOR A DISCOUNT:

If you purchase both the FSBO and Expired Lead Services as a "Bundle" you will receive additional discounts.

**PRICE:** There is a \$10.00 US processing fee on all new accounts.

- Monthly 79.99 US
- Quarterly 230.97 US
- Semi-Annual 443.95 US
- Annual 839.98 US
- Additional Expired MLS 20.00 US
- Additional FSBO Area 10.00 US

### Expired Listing Service:

Requested MLS: \_\_\_\_\_

Additional MLS: \_\_\_\_\_

### FSBO Lead Service:

Requested City/County: \_\_\_\_\_

Additional City/County: \_\_\_\_\_

\*Accounts automatically renew at the end of the trials and/or billing cycle unless notice of cancellation is submitted in writing.

Trainer Name: \_\_\_\_\_

**Payment Options:**  Visa  MasterCard  AMEX

Credit Card #: \_\_\_\_\_ Exp: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov/State: \_\_\_\_\_ Postal/Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

## Real Estate Data X-Change (RedX) Policies and Terms of Service

### Copyright/Restrictions of Use of Service

I understand RedX Software & Services are copyrighted and licensed, (not sold) to me. I agree not to share, copy, or otherwise re-distribute software, username, or password without the written consent of Real Estate Data X-Change, Inc. (RedX). RedX hereby grants a non-exclusive license to use the Software. The Software may be used only by me on a computer owned, leased, or otherwise controlled by me; or in the event of inoperability of that computer, on a backup computer selected by me. Neither concurrent use on two or more computers nor use on a local area network or other network is permitted. I further agree that I will not allow anyone else to use my RedX software username or password. I agree the Software and services are for personal use only and will not assign, sublicense, transfer, lease, rent, or share my rights under this agreement. I agree I will not reverse assemble, reverse compile, otherwise translate or redistribute the Software.

Wherefore, I a licensed Real Estate Agent desire for the REDX to be my personal assistant to create an export file and/or automation from my MLS Account for my personal use within my RolEDX or email. The REDX agrees to act as my personal assistant. I am responsible for ensuring that this agreement is in compliance with all applicable laws and MLS regulations in all jurisdictions in and to which the services are provided by the REDX. I am also responsible for ensuring that both the RedX and I are authorized under all applicable MLS and state and federal laws and regulations to allow the REDX to act as a personal assistant and obtain password information and automation of exportation of files.

### General Disclaimer

RedX has made reasonable best efforts to ensure accurate information in its Expired Listing and For-Sale-By-Owner (FSBO) services and provide it in a timely, accurate manner, including reliable acknowledgement of individuals listed on the National Do Not Call Registry, the Company assume no responsibility for the accuracy or any unintentional errors, misrepresentations, or inaccurate information. RedX provides this service content "as is" and without warranties of any kind, either expressed or implied, to the fullest extent allowed by law. The RedX does not warrant uninterrupted error free function contained in its products and services. Further, I understand that because of matters outside of the RedX, reasonable control including, without limitation, labor disturbances, acts of God (including without limitation severe weather), failure of a communications carrier to provide lines or service, governmental regulations or interference, accidents, fires, explosions, or from any other similar or dissimilar cause beyond the reasonable control of RedX ("Force Majeure").

I acknowledge and agree that the Software is a proprietary product of RedX protected under U.S. copyright law. I further acknowledge and agree that all rights, title and interest in and to the Software, including any associated intellectual property rights, are and shall remain with RedX. RedX reserves the right to maintain contact information of listing data for client and server systems. This Agreement does not convey an interest in or to the Software, but only a revocable limited right of use revocable in accordance with terms of this Agreement. I am responsible for, and will use my best efforts to prevent the breaking of these terms by any other person. I acknowledge that confidential information may be obtained by me during the term of this agreement concerning operations and affairs of RedX and the particular methods, and procedures used by it to conduct business and agree that all records, data, materials, and all other information and equipment provided by RedX are the sole property of RedX and remain so after termination of this agreement. I agree to surrender all such information or material to RedX on demand or upon termination of this Agreement by either party.

### Termination

The RedX reserves the right to terminate service to any subscriber at any time at its sole discretion. Subscriber may terminate the subscription and service at any time by emailing a cancellation request to support@theredx.com. In order to avoid a renewal of the subscription term the email must be received at least five (5) days prior to the bill date. No refund of fees shall be given if Subscriber is in breach of this Agreement.

I agree as an end user that I have information about RedX and that for a period of 60 months, irrespective of cause of termination of said agreement, I will not engage either directly or indirectly, personally or by any agent, use, disclose, copy, reproduce, disseminate, or otherwise produce in oral, written or electronic fashion, to any person, firm, or corporation, the name, or by means of any corporate or other device, in an Expired Listing service. I will not use knowledge of the business for the benefit of me or other person, or divulge information or data concerning RedX, including, customer names, prices, terms or particulars of RedX, whether by sale, gift, or any device, subterfuge or evasion. I will in good faith protect the good will of RedX.

### Terms of Subscription

User understands the service is on an ongoing monthly basis, quarterly (3 months), semi-annual (6months), and or annual (12 month) billing package. User understands REDX will charge a one time setup fee and under no circumstance will the setup fee be refunded. User also understands the recurring fee to receive services and license to software will be automatically billed to the credit card listed given to RedX until user decides to cancel service. In the event of a free trial, regardless of length, billing will automatically start if user does not cancel during free trial period. User understands that after free trail period expires, user may continue to use services/software as long as

user's account is current. User also agrees to pay recurring charge and will automatically be billed to credit card given to RedX until user decides to cancel account. User may use a free trail one time only.

This Agreement constitutes the entire understanding between the parties hereto and supersedes all negotiations, representations, prior discussions and preliminary agreements between the parties hereto. This Agreement shall be construed as though all parties had drafted it. This Agreement may not be modified except by a written instrument signed by me and by REDX's OFFICERS or its signatory to this Agreement. All warranties, representations, indemnities, covenants and other agreements of the parties hereto shall survive the execution, delivery and termination of this Agreement. This Agreement shall insure to and bind the successors and assigns of the respective parties hereto.

### Payment of Charges

By subscribing to a free trial or direct service provided by the REDX, and by providing either credit card or debit card information, the User consents to subsequent recurring billing for services/license of software provided by Company after the expiration of free trial period to the extent said period is applicable Or in the event of a free trial is not applicable. User consents to recurring billing for services/license of software provided on an ongoing basis. Such recurring billing shall continue until such time user cancels the service in accordance with cancellation policy. I agree to keep my billing information current with the REDX. As an end user I acknowledge and agree that my service is limited to 2000 address submissions from all sources per month for expired listing research. If I submit more than 2000 search in a given month, REDX reserves the right to charge my account \$0.12 per additional address submission. I understand that RedX further reserves the right to cancel or terminate my account for excessive, abusive, or inappropriate use in the number and type of addresses submitted for research

### Limitation of Liability

REDX shall not be liable for all claims relating to the Software and this agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the license fee paid to RedX for use of the Software. In no event shall REDX be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against me, even if RedX has been advised of the possibility of such claims or demands.

### Indemnification

I shall indemnify, hold harmless and defend the REDX and its respective employees, officers and directors from and against any and all damages, losses, liabilities, actions, proceedings (whether legal or administrative), demands and expenses (including but not limited to reasonable attorneys fees) threatened, asserted or filed by a third party against the REDX, relating to my account and/or my relations with the REDX. By subscribing to REDX, User agrees not to disclose any assigned codes, including passwords and usernames to others. User also agrees not distribute the information contained in the product, service to any person or organization, by any means, printed electronic or other.

### Privacy

Unless noted when the information is obtained. REDX does not make available to the third parties information that personally identifies its subscribers, customers, with the exception of: User linked to web site (subscription form) from another web site, information may be disclosed to the owners of website.

### Governing Law

The contents of the Service, Product and Web Site and any claims related to them are governed by the laws of the State of Utah This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah, as it is applied to agreements entered into and to be performed entirely within such State. Any dispute, claim or controversy concerning duties under this Agreement shall first be mediated in Utah County, Utah. In the event that mediation is unsuccessful, the case shall be directed to binding arbitration administered by, and pursuant to the rules of, the American Arbitration Association ("AAA") and shall take place in Utah County, Utah. Each party shall bear the expense of his own attorney's fees and its prosecution of its claims/defenses. The parties shall share equally all other costs and expenses associated with such arbitration. Failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent action in the event of future breaches. I understand and agree that RedX may at any time revise these Policies. I am bound by all such revisions and agree therefore to periodically visit www.theredx.com to review current Policies to which I have agreed to abide.

The above Terms of Service constitute the entire and only agreement between User and REDX on the matters described.