

REFERRAL PROGRAM UNDERSTANDING

Last Modified: January 15, 2020

As a user of Ponta's Referral Program you agree to the following:

1. Definitions.

Capitalized terms in this Understanding will have the meanings set forth below or attributed to them in various sections of this Understanding.

"Buyer" means the user who buys a service or product from a seller and pays money for the transaction.

"Seller" means the user who sells a service or product and earns money from the transaction.

"Referrer" means the user who refers one user to another for the purpose of earning a Referral Fee.

"Referral" means the act of referring a person or business to another person or business

"Referral Fee" means the fee or award the referring user negotiates with a Seller.

"Partner Fee" means the fee partners pay to a Referrer such as the forming of a partnership.

"Agency Fee" means the fee agents pay to a Referrer such as two real estate agents (buyers and sellers agents).

"Agent" means a person who acts on behalf of another person or group.

"Fixed Fee" means a specific amount as a Referral Fee.

"Percentage Fee" means the percentage of the negotiated Service/Product purchase price.

"Ponta Processing Fee" means the 10% fee taken from the Referral Fee earned by the Referrer.

"User" means any party using the Ponta services.

"Service/Product" means any service or product being sold or transferred by a Seller or Sellers Agent.

"User Site" means any WWW site, owned, operated, and controlled by User, which is branded solely or principally with the User Brand Features.

"Ponta Site" means Ponta's primary WWW site www.constructionplace.com and any other WWW site offered by Ponta solely or principally under Ponta brand and any replacement or successor thereto owned and operated by Ponta.

"Content" means the categories of products and services available on the Ponta Site or User Site.

"E-mail" means a system for sending and receiving messages electronically over a computer network, as between personal computers.

"Ponta Brand Features" means Ponta's trademarks, trade names, trade dress, service marks, service names and distinct brand elements that appear from time to time in Ponta's, properties, ventures and services worldwide and are protected under U.S. copyright law or as to which Ponta has established trademarks or trade dress rights and any modifications to the foregoing that may be created during the Term.

"Ponta Look and Feel" means the artistic renderings, drawings, animations, sketches, characters, layouts and designs, and digital implementations thereof embodied within the Ponta Site(s) for which Ponta has established protect able rights.

"Intellectual Property Rights" means all rights in and to trade secrets, patents, copyrights, trademarks, know-how, as well as moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including rights in and to all applications and registrations relating to any of the foregoing.

"Traffic" means page views, number of transactions, and type of transaction.

"URL" means Universal Resource Locator, which provides a unique Internet protocol address for accessing an Internet page.

"WWW" means the World Wide Web, a system for accessing and viewing text, graphics, sound and other media via the Internet.

2. Establishment and Maintenance

2.1 Responsibilities of Ponta. Unless otherwise agreed to, Ponta shall be responsible for creating, hosting and maintaining the Ponta Site including providing all hardware, software, telecommunications lines and other infrastructure necessary to meet Traffic demands on the Contact Link.

2.2 Right to Modify Look and Feel and Content. Nothing in this Understanding shall be construed as limiting in any way Ponta's rights to modify, alter, amend or otherwise change the Look and Feel, the Content and/or Brand Features of Ponta's Site.

3. Referral Fee and Ponta Processing Fee

3.1 **Referrer** sets/negotiates own referral fee directly with **Seller**;

3.2 **Referrer** sends **Buyer's** contact information to **Seller**

3.3 **Seller** and **Buyer** enter into their own agreement

3.4 **Buyer** and **Seller** shall be responsible for making their own purchase terms and payment arrangements for the referred **Service/Product**; and Ponta and Referrer shall not be held liable for any actions of **Buyer** or **Seller**.

- 3.5 Ponta is not responsible for collecting Referral Fees from Seller.
- 3.6 After **Seller** has been paid by **Buyer** and **Referrer** receives the Referral Fee from **Seller** **Referrer** shall pay the Ponta Processing Fee;
- 3.7 Ponta's Processing Fee is ten percent (10%) of the Referral Fee received by Seller;
- 3.8 Referrer shall pay the Ponta Processing Fee within 10 business days of receiving the Referral Fee from Seller;
- 3.9 Ponta Processing fees shall be paid using Constructionplace.com Referral Program payment system;
- 3.10 Ponta Processing fee payments not received within 10 business days for which they are due are subject to late fees equal to the current prevailing acceptable interest rate.
- 3.11 The Ponta Processing Fee only covers the use of the Referral Program.

4. Audit Rights. None

5. Usage of Customer Data. The parties hereto agree that Ponta shall be the sole and exclusive owner of demographic and customer data derived from the Ponta Site. Ponta, as the owner, may use such customer data for marketing or any other legal purpose, may use the customer data without notice to, or the approval of, User, and without any obligation to share with User any revenues thereby generated.

6. License Grants.

6.1 License to User. Subject to the terms and conditions of this Understanding, Ponta hereby grants User a worldwide, nonexclusive license to use, reproduce, distribute and display the Contact Link or any promotion thereof. However, User shall not use customer data for any purpose other than communicating it to Ponta.

6.2 Limitations. (a) User shall not use or display the Contact Link in a manner that is defamatory, misleading, libelous, obscene or otherwise potentially damaging to the reputation of Ponta. (b) Ponta reserves all rights other than those expressly granted in Sections 6.1 of this Understanding, and no licenses are granted except as expressly set forth herein.

7. Effective Date and Termination.

7.1 Term of Understanding. This Understanding shall become effective on the date the User begins using the Referral Program on Constructionplace.com and shall thereafter remain in effect unless terminated by either party for any reason upon 10 thirty (10) calendar days written notice via US Mail or E-mail.

8. Limitation of Liability. THE LIABILITY OF EACH PARTY (OR ITS AGENTS) TO THE OTHER ON EACH TRANSACTION SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE ON SUCH TRANSACTION OR THE SUM OF \$1.00, WHICHEVER IS GREATER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED.

Two Examples of How the Referral Program and Fees Work

Referral to Seller

1. **Referrer** offers to refer a **Buyer** to a **Seller** for a **Referral Fee**;
2. **Referrer** and **Seller** negotiate and agree on a Fixed **Referral Fee** in the amount of \$500.00;
3. **Referrer** sends **Buyer's** contact information to **Seller**;
4. **Seller** receives \$10,000.00 directly from the **Buyer** for the referred Service/Product;
5. **Seller** pays the \$500.00 Fixed **Referral Fee** to Referrer; and
6. **Referrer** pays a Ponta Processing Fee in the amount of \$50.00 (10% of the \$500.00 Referral Fee received by **Referrer**).

Referral to Agent for Seller

- 1 **Referrer** offers to refer a **Buyer** to an Agent for **Seller** for a Referral Fee;
- 2 **Referrer** and Agent for **Seller** negotiate and agree on a **Referral Fee** in the amount of 5% of the total commission paid from the sale of the **Sellers Service/Product**;
3. **Referrer** sends **Buyer's** contact information to the Agent for **Seller**;
- 4 Agent for Seller receives a total earned commission of \$100,000.00 for the **Product/Service** sold to **Buyer**.
- 5 Agent for Seller pays **Referrer** the \$5,000.00 **Referral Fee** (5% of \$100,000.00 total earned commission above);
- 6 **Referrer** pays a Ponta Processing Fee in the amount of \$500.00 (10% of \$5,000.00 Referral Fee received by **Referrer**).

End