

Codefied Inc.

Housecall Pro Affiliate Program Terms of Service

Last Updated: 1/27/2025

These Terms of Service (the “Agreement”) is made between Codefied Inc. (the “Company” or “Housecall Pro”), and you, either as an individual, or if you represent an entity, such entity (“Affiliate” or “you”), for participation in the Company’s channel Affiliate program. Affiliate wishes to introduce referrals and clients to Housecall Pro by using its network and will include certain materials promoting the Company. Company and Affiliate are each referred to as a “Party”, and collectively as, the “Parties”

The Parties agree as follows:

1) Promotional Materials

Company may make available to Affiliate marketing materials, for example, but not limited to: email templates, blogs, talk tracks, social media posts & ads, banner advertisements, button links, text links, and/or other graphic or textual material for display and use on the Affiliate’s website or other marketing channels (the “Promotional Materials”) subject to the terms and conditions of this Agreement.

Affiliate must include the hyperlink back to the Company’s website, as provided by the Company (the “Link”), in order for referrals to be tracked and commissions to be earned hereunder.

2) Use of Promotional Materials

Affiliate’s use and display of any Promotional Materials on Affiliate’s site or other marketing channels shall conform to the following terms:

- a) Affiliate may only use the Promotional Materials for the purpose of promoting Company’s website (and their products and services) and for linking to Company’s website via the Link.
- b) Affiliate will not alter or modify the Promotional Materials without the prior written consent of the Company.

3) License

During the term of this Agreement, Company hereby grants to Affiliate a nonexclusive, non-transferable, revocable license (the “License”) to use the Promotional Materials as specified under the terms and conditions of this Agreement.

Company may provide you with a demo account solely for use for your own education purposes, and you agree not to share this account with any third parties or otherwise copy, display, or make available publicly to any third parties.

4) Intellectual Property

Company retains all rights, ownership, and interest in the Promotional Materials, and any derivatives therefrom, and in any copyright, trademark, or other intellectual property in the Promotional Materials.

5) Relationship of Parties

This Agreement shall not be construed to create any employment relationship, agency relationship, or partnership between Company and Affiliate. Affiliate shall provide services for the Company as an independent contractor.

Affiliate shall have no authority to bind the Company to any agreement, nor shall Affiliate be considered to be an agent of the Company in any respect.

Affiliate shall not make any misrepresentations regarding the Company or its services. Company shall not be responsible for any taxes owed by Affiliate arising out of Affiliate's relationship with the Company as set forth in this Agreement.

6) Commissions

a) **Qualified Leads:** In exchange for Qualified Leads (defined below) originating from the Link, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, Company shall pay to Affiliate a commission (the "Qualified Lead Commission") as described below and as set forth on [["Affiliate Commissions"](#)], which may change from time to time, at the sole discretion of the Company.

"Qualified Lead" shall mean a prospective customer that intends to contact the Company and reaches the Company via the Link, and either (i) fully and accurately fills out and submits the lead submission form and books and attends a demo with Housecall Pro within ninety (90) days of submitting the lead submission form, or (ii) clicks on the "Start a Free Trial" button on the landing page of the Link, and fully and accurately completes and submits the required information (a "Submission").

Affiliate's referral must come from the Link in order to receive the Qualified Lead Commission, and no Qualified

Lead Commission will be due to Affiliate in the event Housecall Pro determines that the contact information submitted is invalid or inaccurate. A lead will also be deemed to be invalid in the event the lead had no intent of being contacted by the Company (e.g. in the event the lead was not made aware of, or was misled regarding Housecall Pro or its services, or the lead does not operate a home services business), or if the lead submission form or the "Start a Free Trial" form were completed by the Affiliate or anyone other than the party identified in such forms.

b) **Enrollments:** In exchange for Enrollments (defined below) originating from the Link, and for Affiliate's compliance with and performance of the terms and conditions of this Agreement, Company shall pay to Affiliate a commission (the "Enrollment Commission") as described in further detail below. "Enrollment" shall mean a prospective customer that reaches the Company via the Link, and thereafter creates a paid subscription account (Free Trial account excluded) and becomes a paying customer of the Company within ninety (90) days of the applicable Submission, and remains a paying customer for a period of thirty-one (31) days (and does not fail to make their initial monthly subscription payment).

c) **Payments** are handled by PartnerStack (the "Payment Provider"). In order to receive payments under this Agreement, Affiliate must create and maintain an account with Payment Provider in the Payment Provider's online or app-based dashboard ("Payment Provider Platform"), which is provided pursuant to terms directly between the Payment Provider and Affiliate.

Affiliate must keep all information updated and complete within the Payment Provider Platform to receive proper payments. Payments returned due to incorrect payment email addresses or other incorrect information will not be returned.

d) **No Enrollment Commission** will be due or paid on:

1. Referrals of accounts that are already active Housecall Pro accounts.
2. Any add-on purchases for items that are not included in the baseline periodic subscription fee (e.g. no commissions for purchases of Service Agreement, Sales Proposal, or Virtual Estimate, Additional Users);
3. Enrollments that are canceled within the first thirty-one (31) days;
4. Enrollments with initial subscription payment failing;

5. Enrollments occurring more than 90 days following the date of referral.

7) PartnerStack Challenges and Achievement-Based Commission Structure

The Company offers Affiliates the opportunity to participate in performance-based challenges through the PartnerStack platform, designed to incentivize higher engagement and increased referrals. These challenges will allow Affiliates to unlock additional rewards or commission bonuses based on various milestones or Achievements.

a) **Challenge Structure:** From time to time, the Company may create specific challenges or promotional campaigns within the PartnerStack platform. These challenges may include, but are not limited to, goals such

As:

- Reaching a certain number of Qualified Leads within a set time period.
- Generating a specified number of Enrollments.
- Achieving a higher conversion rate from demo bookings to paid subscriptions.
- Promoting specific features, services, or products of the Company.

b) **Tiered Payouts Based on Achievements:** Affiliate commissions may be subject to tiered payouts based on performance in these challenges. For example:

- **Base Commission:** The standard commission as outlined in Section 6 for each Qualified Lead or Enrollment.
- **Achievement Bonuses:** Additional bonuses may be awarded for surpassing specific thresholds (e.g., an extra 10% on top of the base commission for generating 10 Enrollments in a given month).
- **Milestone Rewards:** Larger rewards may be available for completing major milestones such as bringing in 50 Qualified Leads or reaching 25 Enrollments in a quarter.

c) **Commission Adjustments:** As challenges are completed, commissions may increase temporarily or permanently for the Affiliate's account, depending on the challenge. These commission adjustments will be reflected within the PartnerStack platform and paid out through the established payout schedule.

d) **Tracking Progress:** Affiliates can monitor their progress toward these challenges in real-time through the PartnerStack dashboard. The platform will provide detailed tracking of:

- Current Qualified Leads and Enrollments.
- Progress toward challenge goals.
- Any additional bonuses or commissions earned from challenge participation.

e) **Conditions for Participation:** Participation in these challenges is voluntary but is subject to the following Conditions:

- The Affiliate must be in good standing and comply with all terms outlined in this Agreement.
- Affiliates engaged in fraudulent or prohibited practices (as outlined in Section 14, and anywhere else in this Agreement)) will be disqualified from participating in challenges and forfeit any associated bonuses or enhanced commissions, and Housecall Pro may terminate this Agreement with Affiliate.

The Company reserves the right to modify, discontinue, or add new challenges at its discretion. Notice of such changes will be provided via the PartnerStack platform or direct communication.

f) **Payout Schedule:** Payouts for bonuses or additional commissions earned through challenges will follow the standard payout process via the PartnerStack platform, with no changes to the timing of payments unless otherwise specified.

Affiliates must ensure their account information on PartnerStack is current to receive any rewards or commissions.

8) Affiliate's Representations and Warranties

Affiliate represents and warrants that:

a) Affiliate has the legal authority to enter into this Agreement and to be bound to the promises, covenants, and other duties set forth in this Agreement. Affiliate has obtained any necessary clearances, licenses, or other permission for any intellectual property used on Affiliate's website.

b) Nothing on Affiliate's website infringes upon the intellectual property rights of any person or entity.

c) No person or entity has brought or threatened an action claiming such infringement, nor does Affiliate have any reason to believe that any person or entity will bring or threaten such a claim in the future.

d) Affiliate's website and market channels do not contain and are not associated with any materials, sites, or companies that are:

2. Sexually explicit, obscene, or pornographic;
Offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);

3. Graphically violent;

4. Solicitous of any unlawful behavior.

e) Affiliate will not make any claim to ownership of the Promotional Materials, or of the copyright, trademark, or other intellectual property therein.

f) Affiliate will not purchase ads that direct to Affiliate's site(s) or through any affiliate link that could be considered to be competing with Housecall Pro's advertising, including but not limited to, our branded Keywords.

g) Affiliate will not use any mechanisms to deliver referrals other than through an intended referral (such tools or mechanisms would include, but are not limited to, bots, iFrames, or hidden frames), nor will Affiliate incentivize referrals.

9) Compliance with Laws; FTC Guidelines

Affiliate shall comply with all laws and regulations applicable to its activities pursuant to this Agreement, including without limitation the Federal Trade Commission's Guide Concerning the Use of Endorsements and

Testimonials in Advertising (16 C.F.R Part 255). Such compliance shall include disclosure of Affiliate's relationship with Housecall Pro and its receipt of compensation hereunder.

10) Indemnification Affiliate shall indemnify Company and hold harmless Company from any claim, damage, lawsuit, action, complaint, or other costs arising out of:

a) Any breach of Affiliate's representations, warranties, or covenants set forth herein;

b) Any violations of applicable laws, rules, or regulations by Affiliate; or

c) Any violation of any intellectual property rights of any third party, except to the extent such violation arises from the Promotional Materials used in compliance with this Agreement.

11) Term

This Agreement shall take effect immediately and shall remain in full force and effect indefinitely, or until terminated by either party. Either Party shall have the right to terminate this Agreement at any time and for any reason, upon prior written notice to the other party.

12) Limitation of Liability Company shall not be liable for any loss of profits or costs, or for any consequential damages, arising out of or associated with any loss or other performance of services under this Agreement.

13) Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California, without regard to its conflict of laws rules.

14) Fraudulent Activities and Prohibited Practices

The Company is committed to maintaining the integrity and quality of the Affiliate Program. As such, Affiliates are strictly prohibited from engaging in fraudulent activities or bad practices that compromise the validity of referrals or undermine the program's reputation.

The following activities are explicitly forbidden under this Agreement:

a) **Incorrect Geographical Targeting:** Affiliates must submit leads originating only from the United States and Canada. Any leads generated from outside these geographic regions will be considered invalid and will not qualify for commission payments.

b) **Misleading Communication:** Affiliates are prohibited from encouraging prospective customers to submit inaccurate or false information under any circumstances. This includes, but is not limited to, offering incentives or otherwise misleading potential customers into providing fake details in lead forms or during account Creation.

c) **Submission of Fake Leads:** Leads that contain fabricated, incomplete, or intentionally incorrect information will not be considered valid for commission payments. Any attempts to artificially inflate the number of leads with such submissions will result in immediate disqualification of those leads.

d) **Automated or Fraudulent Lead Generation Techniques:** Affiliates must not use bots, scripts, or other automated tools to generate leads. Leads must come from legitimate, human-driven referrals through proper marketing efforts. This includes, but is not limited to, the prohibition of iframe manipulation, hidden frames, or other deceptive techniques aimed at generating unintentional or artificial clicks or submissions.e) **Manipulation of Referral Intent:** Affiliates are strictly prohibited from incentivizing referrals in any way that distorts genuine customer intent, such as offering financial rewards, discounts, or other benefits to individuals solely for the purpose of generating a referral submission without authentic interest in the Company's services.

f) **Participation in 'Get Paid Fast' Referral Groups:** Affiliates may not participate in or promote Housecall Pro

through any "get paid fast" referral schemes, Facebook groups, or similar platforms where the sole intent is to generate quick, non-genuine leads for financial gain without real interest in Housecall Pro's services. Any such participation will be considered fraudulent activity.

If the Affiliate is found engaging in any of the above prohibited practices or any other activities deemed fraudulent by the Company, the following actions will be taken:

1. **Forfeiture of Compensation:** Any commissions earned from fraudulent leads or Enrollments will be forfeited, whether they were approved or not. The Affiliate will not receive any payments for leads or Enrollments found to be in violation of these terms.

2. **Immediate Removal from Program:** The Affiliate will be immediately removed from the Affiliate Program without notice, and will no longer be eligible to participate in the program or receive future commissions.

3. **Legal Consequences:** Depending on the severity of the violation, the Company reserves the right to pursue further legal action to recover any damages or losses incurred as a result of the Affiliate's fraudulent actions.

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By participating in the Affiliate Program, Affiliates agree to adhere to these standards and understand that failure to comply will result in termination of their participation and forfeiture of any pending or future commissions. The Company takes fraudulent activities seriously and maintains a zero-tolerance policy for any conduct that compromises the integrity of its Affiliate Program.