Affiliate Agreement

Rapid Response Marketing, LLC. 7500 W Lake Mead Blvd #9-463, Las Vegas, NV 89128. 702-848-3954.

Effective date of the Publisher / Affiliate Terms: January 18, 2026, as stated in the agreement. Posted on this site November 11, 2026.

Part one: Publisher / Affiliate Terms & Conditions (v2026.1)

RAPID RESPONSE MARKETING, LLC ("RRM")
DBA Xy7Elite.com and Elite-Calls.com
PUBLISHER / AFFILIATE TERMS & CONDITIONS (v2026.1)
Effective Date: January 18, 2026

IMPORTANT: By applying to, accessing, or delivering any traffic/leads/calls through RRM, Publisher agrees to these Terms.

1) Parties; Scope

These Terms govern Publisher's participation in the RRM network/exchange and any campaigns, offers, insertion orders, specifications, policies, and instructions issued by RRM ("IOs"). If an IO conflicts with these Terms, the IO controls only for the specific campaign and only if signed by RRM and Publisher.

2) Definitions

- "Action" means any click, lead, call, transfer, form submission, conversion, sale, or other event tracked for a campaign.
- "Advertiser" means any buyer/advertiser/end client purchasing Actions from RRM.
- "Net Billable Actions" means only Actions that: (a) meet all IO/offer requirements; (b) are accepted by the Advertiser; (c) are not rejected/scrubbed/returned/duplicated/disputed/charged back/reversed; (d) are compliant with law, carrier/network rules, and these Terms; and (e) are paid for by the Advertiser to RRM.
- "Final Campaign Data" means reconciled reporting reflecting Net Billable Actions only.
- "Scrub" means any rejection/return/invalid/non-pay/chargeback/compliance disqualification by an Advertiser, carrier, platform, regulator, or RRM (including retroactive determinations).
- "Publisher Systems" means Publisher's sites, pages, lists, call centers, dialers, SMS platforms, domains, traffic sources, vendors, sub-affiliates, and tools used to generate Actions.

3) Approval; Access; Zero-Tolerance Discretion

RRM may approve, reject, suspend, cap, throttle, or terminate Publisher at any time in RRM's sole discretion (including for compliance risk). Access credentials are non-transferable. Publisher will not share accounts or allow access by unauthorized persons.

4) Absolute Payment Rule: Pay-When-Paid (Condition Precedent)

4.1 Condition Precedent. RRM has no obligation to pay Publisher unless and until RRM receives cleared payment from the Advertiser for the corresponding Net Billable Actions.

4.2 No Payment for Scrubs / Non-Payment. Advertiser non-payment, dispute, rejection, scrub, return, reversal, or chargeback eliminates any obligation to pay Publisher.

4.3 No Interest. No interest accrues on any amounts.

4.4 Minimums/Timing. Payment timing and minimum thresholds may be set by RRM or in the IO; nothing obligates RRM to advance funds.

5) Reporting Is Provisional; Records Are Conclusive

5.1 Provisional Reporting. All dashboards, screenshots, "CVs," counts, and real-time stats are provisional and subject to reconciliation. No screenshot or report constitutes acceptance, bill-ability, or acknowledgment of debt.

5.2 Conclusive Records. RRM and/or Advertiser records and determinations are final and binding for acceptance, scrubs, compliance, and payment.

5.3 Short Dispute Window. Any dispute of Campaign Data must be submitted in writing with evidence within 3 business days of posting (or shorter in an IO). Untimely disputes are waived.

6) Reserves, Holds, Offsets, Retroactive Adjustments

RRM may withhold funds, apply reserves (including rolling reserves), offset amounts, and issue retroactive adjustments/chargebacks based on scrubs, fraud, compliance findings, advertiser non-payment, or operational risk, even if determined after the reporting period. Publisher authorizes setoff against any amounts otherwise payable.

7) Qualification Rules; Prohibited Traffic

Publisher is paid only for Net Billable Actions. Not billable (non-exhaustive):

- Duplicate/recycled/stale leads; wrong geo; wrong intent; outside caps/pauses/throttles
- Incentivized traffic unless prior written approval
- Automated/bot/fake traffic; IVR/call stuffing; misrouting; spoofing; proxying identity
- Any Action generated with non-compliant consent or disclosure
- Any Action tied to deception, misrepresentation, fake news, or misleading creatives

8) Compliance Obligations (Publisher Bears Full Responsibility)

Publisher is solely responsible for legal compliance across Publisher Systems and its entire supply chain (sub-affiliates, vendors, call centers, list providers, media buyers).

8.1 CAN-SPAM (Email). Publisher must comply with CAN-SPAM requirements (truthful headers, non-deceptive subject lines, clear opt-out, valid physical address, prompt honoring of opt-outs, etc.).

8.2 TCPA / TSR / DNC / State Telemarketing Laws. Publisher must comply with TCPA consent requirements, TSR disclosures/DNC rules/time-of-day restrictions, and all applicable state "mini-TCPA"/telemarketing statutes. Publisher must maintain opt-out/suppression and honor revocations promptly.

8.3 SMS/MMS + Carrier Rules (CTIA/Carrier Policies). Publisher must follow carrier ecosystem rules and best practices (consent, STOP/HELP, disclosures, content restrictions, suppression, and audit expectations).

8.4 Lead-Gen Consent Integrity (Comparison / "One-to-One" style requirements where applicable). If campaigns involve robocall/robotext consent, Publisher must collect consent in a manner consistent with then-current FCC requirements and court interpretations (including specificity and scope of consent) and must be able to prove consent for each called/texted party.

8.5 Caller ID / STIR/SHAKEN Environment. If Publisher or its vendors originate calls (including VoIP), Publisher must ensure lawful caller ID presentation, number authorization, and alignment with caller authentication/robocall mitigation expectations applicable to its calling stack/providers.

8.6 No Deceptive "Negative Option" Tactics. Publisher may not use hidden or deceptive negative-option billing, cancellation traps, or misleading trial terms in any creative/flow and must follow applicable law and advertiser requirements.

9) Records; Audit; Immediate Production

Publisher must maintain, for at least 4 years (or longer if required by law/IO):

- Consent logs (URL, timestamp, IP, user agent, page copy/disclosures shown, checkbox states)
- Call scripts and recordings (where lawful), lead source lineage, suppression/DNC logs
- Vendor/sub-affiliate contracts and traffic source details

Publisher must produce requested records within 24 hours (or sooner for an urgent compliance event). RRM may audit Publisher Systems on 2 business days notice (or immediately for suspected fraud/compliance risk).

10) Data Protection; Privacy; Security

- Use Limits. Publisher may use consumer data only to generate Actions for the authorized campaign(s). No resale, reuse, enrichment, or remarketing without written authorization.
- Security. Publisher must maintain a written security program (access controls, least privilege, encryption in transit, vendor management).
- Incident Notice. Publisher must notify RRM within 24 hours of any suspected/actual security incident involving campaign data and cooperate fully. All costs are Publisher's responsibility.

11) Sub-Affiliates & Vendors: Strict Chain Liability

No sub-affiliates or vendors without RRM's written approval. Publisher is fully liable for all acts/omissions of its chain and must bind them to equivalent obligations.

12) Hold Harmless; Defense; Indemnification (Ultra-Tight)

Publisher shall defend, indemnify, and hold harmless RRM, its members/managers/officers/directors/employees/agents, and RRM's Advertisers/buyers/partners (collectively "Indemnified Parties") from and against any and all claims, demands, suits, investigations, proceedings, damages, losses, liabilities, penalties, fines, judgments, settlements, and all costs/expenses, including attorneys' fees, expert fees, eDiscovery costs, regulatory penalties, carrier fines, and enforcement costs, arising out of or relating to:

(a) Publisher Systems or Publisher's actions/omissions;
(b) any violation of law/regulation or carrier/platform rules (including TCPA/TSR/DNC/CAN-SPAM/privacy/caller ID);
(c) any consumer/regulator/carrier/advertiser claim, including class actions or government enforcement;
(d) any act/omission by Publisher's sub-affiliates/vendors/call centers/traffic sources; or
(e) any breach of these Terms/IOs/representations.

Primary, Immediate, Unconditional. Indemnity is immediate and primary. RRM may choose counsel. Publisher must reimburse on demand, whether incurred pre- or post-disposition.

No Cap; No Offset. Indemnity is not limited by any limitation of liability and may not be offset.

Survival. This section survives termination indefinitely.

13) Insurance (Recommended Risk Backstop)

Upon request, Publisher must maintain, at its expense:

- Commercial General Liability and Professional/Media liability (or E&O)
- Cyber/privacy liability
- Where applicable, TCPA/telemarketing coverage or endorsements if commercially available

Publisher must provide certificates upon request and name RRM as additional insured where feasible.

14) Confidentiality; Non-Circumvention

Publisher will not disclose RRM confidential information (including advertiser identities, payout terms, routing, performance data). Publisher will not circumvent RRM relationships with advertisers or other publishers. RRM may seek injunctive relief for breach.

15) Injunctive Relief

Publisher agrees that breaches involving confidentiality, non-circumvention, fraud, compliance, or IP cause irreparable harm and RRM may seek injunctive relief without bond.

16) Limitation of Liability (RRM-Favorable)

RRM provides services “AS IS.” RRM is not liable for indirect, incidental, punitive, or consequential damages. RRM’s total liability is capped at amounts actually paid by RRM to Publisher in the prior 3 months, or $0 if none.

17) No Unjust Enrichment / No Implied Contract

Publisher waives unjust enrichment, quantum meruit, and implied contract claims for Actions not Net Billable or not paid by Advertisers.

18) Governing Law; Venue; Fees; Jury Waiver

Nevada law governs. Exclusive venue is state/federal courts in Clark County, Nevada. Prevailing party recovers attorneys’ fees and costs. Jury trial waived to the maximum extent permitted.

19) Miscellaneous

Independent contractors. No assignment without consent. Severability. No waiver. Notices as designated by RRM. Time limit: any Publisher claim must be brought within 1 year of accrual.

Part two: Affiliate Terms Addendum (v2026.1)

FOR EXISTING PUBLISHERS

Effective Date: Upon Publisher's next login, access to the RRM platform, delivery of traffic, or receipt of payment after posting of this Addendum.

This **Affiliate Terms Addendum** ("**Addendum**") supplements and amends the existing Affiliate / Publisher Agreement (the "Agreement") between **Rapid Response Marketing, LLC ("RRM")** and the publisher/affiliate ("**Publisher**").

By logging into the RRM platform, continuing to deliver traffic, or accepting payment after the Effective Date, **Publisher expressly agrees to this Addendum**.
In the event of any conflict, **this Addendum shall control**.

1. PAY-WHEN-PAID: CONDITION PRECEDENT (CONFIRMED)

Publisher acknowledges and agrees that:

1. **RRM has no obligation to pay Publisher unless and until RRM receives cleared payment from the advertiser or buyer** for the corresponding Actions.
2. Advertiser non-payment, delay, dispute, scrub, rejection, return, or chargeback **eliminates any obligation** by RRM to pay Publisher.
3. This pay-when-paid provision is a **material condition precedent** to payment and applies to **all unpaid balances**, regardless of invoice date or reporting period.

2. NET BILLABLE ACTIONS ONLY

Publisher shall be paid **only** for **Net Billable Actions**, meaning Actions that:

a. fully comply with the Agreement, this Addendum, and all campaign requirements;
b. are accepted by the advertiser or buyer;
c. are not scrubbed, rejected, returned, duplicated, disputed, or charged back; and
d. are **paid for by the advertiser to RRM**.

All other Actions are **non-billable** and create **no payment obligation**.

3. PROVISIONAL REPORTING: NO RELIANCE

1. All dashboards, reports, screenshots, CV counts, statistics, and real-time data are **provisional only**.
2. **No dashboard view, screenshot, or interim statistic constitutes acceptance, billability, or acknowledgment of debt.**
3. **RRM and/or advertiser records and reconciliation determinations are final and binding** for all billing and payment purposes.

4. RESERVES, HOLDS, OFFSETS & RETROACTIVE ADJUSTMENTS

RRM may, at any time and in its sole discretion:

- withhold or delay payments,
- apply reserves (including rolling reserves),
- issue retroactive adjustments or chargebacks, and
- offset amounts owed,

based on advertiser scrubs, compliance findings, fraud concerns, traffic quality issues, or downstream non-payment, **including determinations made after initial reporting or invoicing**.

5. COMPLIANCE OBLIGATIONS: STRICT LIABILITY

Publisher is **solely and fully responsible** for compliance with all applicable laws, regulations, and industry rules, including without limitation:

- TCPA, TSR, federal and state Do-Not-Call laws
- CAN-SPAM
- SMS/MMS and carrier (CTIA) rules
- Caller-ID accuracy and STIR/SHAKEN obligations
- Consent collection, revocation, and recordkeeping
- Data protection and privacy laws

Publisher is strictly liable for the acts and omissions of **all sub-affiliates, vendors, call centers, media buyers, list providers, and traffic sources**, whether authorized or unauthorized.

6. RECORDKEEPING & AUDIT

Publisher shall maintain complete and accurate records for **at least four (4) years**, including:

- consent and opt-in records (URL, timestamp, IP, disclosures shown),
- call recordings and scripts (where lawful),
- suppression and DNC logs, and
- traffic source and sub-affiliate lineage.

Publisher shall produce requested records **within twenty-four (24) hours** of request. Failure to do so constitutes a material breach.

7. HOLD HARMLESS; DEFENSE; INDEMNIFICATION (EXPANDED & SUPERSEDING)

Publisher shall **defend, indemnify, and hold harmless** Rapid Response Marketing, LLC, its members, managers, officers, directors, employees, contractors, agents, advertisers, buyers, and partners (collectively, the "**Indemnified Parties**") from and against **any and all claims, demands, actions, investigations, proceedings, damages, losses, liabilities, penalties, fines, judgments, settlements,**

costs, and expenses of any kind whatsoever, including **all attorneys' fees, expert fees, court costs, arbitration costs, regulatory penalties, carrier fines, and enforcement costs**, arising out of or relating to:

a. Publisher's actions or omissions, traffic, marketing practices, creatives, scripts, messaging, calling or texting activity;
b. any violation of law, regulation, or carrier rule (including TCPA, TSR, CAN-SPAM, privacy laws, or caller-ID requirements);
c. any claim by a consumer, regulator, carrier, advertiser, buyer, or third party, including class actions or governmental enforcement actions;
d. any act or omission of Publisher's sub-affiliates, vendors, call centers, or traffic sources; or
e. any breach of the Agreement or this Addendum.

Primary & Immediate. Publisher's indemnification obligations are **primary, immediate, and unconditional**. RRM may select its own counsel. Publisher shall reimburse RRM **upon demand**, whether incurred before or after final disposition.

No Cap; No Offset. These obligations are **not subject to any limitation of liability** and may not be offset against any amounts allegedly owed to Publisher.

Survival. This Section **survives termination or expiration indefinitely**.

8. NO UNJUST ENRICHMENT / NO IMPLIED CONTRACT

Publisher expressly **waives** any claim for unjust enrichment, quantum meruit, or implied contract relating to Actions that are not Net Billable or not paid by advertisers.

9. CONTINUED EFFECT

Except as expressly modified by this Addendum, all other terms of the Agreement remain in full force and effect.

10. ACCEPTANCE

BY CONTINUING TO ACCESS THE RRM PLATFORM, DELIVER TRAFFIC, OR ACCEPT PAYMENT AFTER THE EFFECTIVE DATE, PUBLISHER AGREES TO THIS ADDENDUM.