

Rules, Terms and Conditions

Certified Default Resolution Specialist (CDRS™)



Certified Default Resolution Specialist (CDRS™) is a trademark of America's Home Rescue (AHR) and your rights to this mark are protected under the law. When you register for the CDRS™ Membership Program, you agree to all the terms and conditions enumerated below. If you are accepted as a CDRS™ Certified Member, you receive a revocable, non-exclusive, non-transferable, royalty-free license to use the CDRS™ trademark. All of the following terms and conditions apply to your Certification and use of the CDRS™ mark:

1. Immediately upon acceptance as a CDRS™ Silver, Gold, or Elite Certified Member, you are licensed to publish and announce that you are a holder of the Certified Default Resolution Specialist (CDRS™) Certification and to display the CDRS™ logo and trademark in conjunction with your name for a period not to exceed the term of your CDRS™ annual membership.
2. There is a one-time membership fee associated with the CDRS™ Certification Program. After your membership fee is received by AHR, the CDRS™ Certification Package will be shipped to you. Your use of the CDRS™ logo and Certification will commence upon successful completion of the CDRS Advanced Course, or upon renewal of your CDRS membership term. Your license to use the CDRS™ Certification expires on the next day following your membership term, unless your membership term is renewed. For CDRS™ Gold, and Elite Members, in addition to the terms stated above, you will also be required to produce documentation supporting the successful closing of at least 3 Short Sale transactions, as the Listing Agent, per 12-month period, following the date of your initial application

and acceptance as a CDRS™ Certified Member. As a CDRS™ Gold, or Elite Member, it is your responsibility to ensure that AHR has received the required Short Sale closing documents, before expiration of your 12-month Membership period. All CDRS™ Members have the right to cancel their membership subscription at any time. However, no refunds will be given for the remainder of the subscription term.

3. Your display of the CDRS™ logo and Certification will place a comma before the Certification followed by the Certification in all capital letters without periods or other punctuation (for example: John Doe, CDRS™).
4. Whenever the CDRS™ mark is displayed in a typeface larger than 12 points, place the registered trademark symbol ®, or TM in superscript to the right of the mark.
5. Whenever the CDRS™ logo is displayed in an email signature, the dimensions of the logo shall be equal to 314 X 201, as the detail in the logo itself may not be legible, if reduced to a smaller dimension. As part of your initial membership package, you will receive a CD with all of the necessary membership-specific graphics and logos for your use. An example of an email signature using the CDRS™ logo has been provided below.

Michael Spickes



America's Home Rescue

888-699-9222 (toll free)

512-261-9200 (office)

512-275-6267 (fax)

www.AmericasHomeRescue.com

www.ShortSaleSolutions.biz

6. A CDRS™ certificate holder may use the term "CDRS™", "CDRS™ Certified", "Certified Default Resolution Specialist", "CDRS™ Silver Member", "CDRS™ Gold Member", or "CDRS™ Elite Member" as

appropriate, in conjunction with CDRS™ Certification Mark logo on, or in relation to a service, or product you offer.

- Use is permitted (and encouraged):
- on the log-in screen of a device with a graphics screen
- on the World-Wide Web
- on training manuals and other materials (as approved by AHR)
- on marketing collateral
- on business cards

If an advertisement, document or other material refers both to such products and to other products, the trademark must not be used in such a way as to suggest that all the products being advertised are certified.

The CDRS™ logo trademarks must not be juxtaposed to other symbols or text in such a way as to show a connection with them.

7. The CDRS™ logo trademark whenever and wherever it appears must be distinguished from the surrounding text. This applies to all forms of printed media, including advertising copy, product packaging, brochures, manuals, internal memoranda, editorial, articles, correspondence, overhead projector slides and presentation materials, computer video screens, and the World-Wide Web.

Methods of distinguishing a textual trademark include printing it in CAPITALS, *italicized text*, **bold faced text**, Initial Capital Letters, or placing the trademark in "quotation marks".

8. The first or most significant occurrence of The CDRS Certification Mark logo trademark must be marked and must have the required attribution as a footnote. The attribution should use the ® symbol for a registered trademark and the ™ symbol for an unregistered trademark. It is acceptable to use an asterisk in place of the trademark symbol where the medium used (for example, electronic mail) cannot reproduce the ™ or ® symbols. However, this does not authorize use of the asterisk as the norm. The attribution may be translated to national languages.
9. In the event you fail to comply with any provisions of these Terms and Conditions of Use, AHR has the right to revoke your license to use the designation as provided for herein, or you fail to renew your Certification with the continuance of your membership period, or you fail to submit the required supporting documentation for at least 3 new Short Sale

transactions per 12-month period (for CDRS™ Gold and Elite Members ONLY), your license to use the CDRS™ mark will be immediately revoked and you shall immediately discontinue using the CDRS™ trademark, destroy any business cards or other printed materials showing the CDRS™ mark, and cease claiming to be a holder of the Certified Default Resolution Specialist (CDRS™) Certification.

10. In the event your license to use the CDRS™ Certification expires because you fail to renew it, you will not be required to return any components of the initial CDRS™ Membership Package to AHR. For the CDRS™ Silver Membership, you may renew your CDRS™ Membership at any time. For the CDRS™ Gold and Elite Membership, you may renew your CDRS™ Membership, as long as you are in compliance with the 12-month requirements, as set forth in the CDRS™ Gold and Elite Membership programs.
11. You agree that AHR may revoke your CDRS™ Certification in the event you:
 - Are convicted of any state or federal crime related to real estate.
 - Have your real estate license revoked due to violation of a state code or statute.
 - Display a pattern of unethical, illegal, or immoral behavior that reflects negatively on the CDRS™ Certification, or AHR.
12. In the event AHR revokes your Certification, AHR will e-mail notification to the e-mail address and send a registered letter to the postal address on record. Your right to use the CDRS™ Certification expires three business days after the registered letter is mailed whether or not you receive the letter or e-mail message.
13. In the event AHR revokes your CDRS™ Certification, you may at any time appeal the revocation by contacting AHR in writing and stating your reasons why you feel you should be allowed to use the CDRS™

Certification. You agree that AHR's decision regarding your appeal is binding and final.

14. You agree that the official mode of communication regarding the status of your Certification is e-mail and/or the CDRS™ Agent Network, located at www.ShortSaleSolutions.biz, www.AmericasHomeRescue.com, and www.CDRSNetwork.com. You agree to keep your e-mail address current with AHR and to periodically check the CDRS™ Agent Network web site for announcements and updates concerning your Certification.
15. You specifically grant AHR permission to send you e-mails informing you of the status of your Certification, new CDRS™, or AHR course offerings, approval of seminars and conferences for CDRS™ CE credit, and other important information regarding your Certification. Except as respects official notices concerning your Certification and the CDRS™ Certification Program, this agreement does not override our privacy statement, which protects you from other uses of your contact information.
16. You acknowledge AHR's sole ownership of the CDRS™ Certification, and all associated goodwill, and that AHR retains all right, title, and interest in and to the trademark. You will not use the CDRS™ Certification in any manner that will diminish or otherwise damage our goodwill in the CDRS™ Certification. You will not adopt, use, or register any corporate name, trade name, trademark, domain name, service mark or Certification mark, or other designation or Certification that violates AHR's rights in the CDRS™ Certification. AHR shall have the sole right to, and in its sole discretion may control any action concerning the display of the CDRS™ trademark.
17. You agree that, except when indicated otherwise in the online course, or other AHR courses and materials, the copyrights to all CDRS™ Certification and Logo are the property of America's Home Rescue (AHR), and that you will not contest the validity or ownership of the copyrights to any CDRS™ related materials.

18. You agree that AHR may change these Terms and Conditions at any time by posting the changes on the www.ShortSaleSolutions.biz web site and e-mailing a notice that they have been changed to the e-mail address you have on record with us.
19. AHR reserves the right to change its trademarks at any time at its discretion. When AHR changes CDRS™ Certification and logo trademark, existing use of the unchanged version is permitted to continue in the short term, but users should transition to the changed version as soon as possible.
20. Your CDRS™ Certified Membership can be cancelled at any time. No refunds will be given for the remainder of a subscription term.
21. If you have already purchased an AHR product, or service, that is included in the initial CDRS™ Membership Package, AHR will include a current, or updated version, of that particular product, or service, as part of the initial package upon completion of the registration and application process.

Application for CDRS™ Certification

22. To obtain a CDRS™ Certification, the individual must complete and submit the relevant online application form for CDRS™ Certification type being applied for, with required documents, to AHR.

By completing and submitting the online application, the applicant agrees that:

- he or she is authorized to make the claim of conformance on behalf of the company or individual
- the claim of conformance is accurate
- the company, or individual will abide by these Terms and Conditions

- the one-time CDRS™ Membership fee, as well as the corresponding subscription fee, will be paid to AHR by credit card, or by invoice.
23. If paying by a method other than credit card, please note that your submission cannot be processed until the payment is received by AHR.
 24. Once the CDRS™ Certification has been achieved and awarded, the Member becomes eligible to be an exclusive Member of the CDRS™ Agent Network, and their information, as well as their geographical location, will be plotted on AHR's CDRS™ Agent Network interactive geospatial map, located at the www.ShortSaleSolutions.biz web site. Information included on the map will include CDRS™ Certification type, First Name, Last Name, County, City, State, Phone Number, Email Address, and a brief personal Bio. While having your information placed on the CDRS™ Agent Network interactive map is optional, AHR highly encourages your participation in this online tool, provided by America's Home Rescue. As part of AHR's marketing efforts and national presence and recognition efforts, ALL CDRS™ Certified Members will have the opportunity to gain exposure and recognition as a Certified Default Resolution Specialist in their specific geographical region, or location.
 25. As a CDRS™ Certified Member, and as a licensed real estate agent, or REALTOR®, you will have a responsibility, in conjunction with the NAR Code of Ethics and Standards of Practice, to ensure that you are aware of, and are keeping abreast of the latest information and updates, as it relates to forbearance, loan modification, Short Sale, or other pre-foreclosure alternatives and solutions to foreclosure, as provided by lending, or other state and national government institutions. It is your responsibility to a homeowner, or borrower, in distress, to not advise, but assist them in facilitation of their decision-making process.
 26. All CDRS™ Certification fees are non-refundable.