

EXHIBIT 1

**QUICKEN LOANS, INC./ROCK FINANCIAL – AZOOGLEADS.COM, INC.
MARKETING AGREEMENT**

Issue Date:	7/22/2005 (Effective Date is 08/1/2005)
Client/Subscrber:	Quicken Loans/Rock Financial
Contact:	Chris Meerschaert
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Address:	Livonia, MI 48152
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Company:	AzoogleAds.com, Inc.
Contact:	Peter Berkland
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	Suite 505
	Markham, ON, L3R 5Y8 Canada
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Definitions	<p>"Company" – refers to AzoogleAds.com, Inc. owners and operators of www.lowrateadvisors.com, www.ratewiseusa.com, www.bluecollarmortgages.com, www.lowrateshop.com for the purposes of this agreement.</p> <p>"Client/Subscrber" – refers to Quicken Loans and/or Rock Financial for the purposes of this agreement</p> <p>"Valid Qualified Submission" – Valid Qualified Submissions are unique, but not exclusive to Subscriber and must be from consumers who have responded to a Company advertisement and expressed interest in receiving a mortgage quote. The qualified submission must also meet the filter criteria agreed to by Subscriber.</p> <p>"CPA/Marketing Fee" – Fee paid by Subscriber to compensate Company for each "Valid Qualified Submissions" originating at www.lowrateadvisors.com, www.ratewiseusa.com, www.bluecollarmortgages.com, or www.lowrateshop.com, websites owned and operated by Company and delivered to Subscriber during the initial Term. Subscriber acknowledges that Company may also forward such information to no more than three additional residential mortgage lenders/brokers.</p> <p>"Duplicate Qualified Submission" – Any Qualified Submissions from the same consumer for the same property address and product category received by Subscriber within the past 30 days.</p> <p>"Invalid Qualified Submission" – Any qualified submission that does not completely meet the filter criteria set by Subscriber, clearly contains false name (e.g., Bugs Bunny), inaccurate, invalid or disconnected telephone number(s) or e-mail address that prevents Subscriber from being able to contact the consumer.</p>
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Subscriber's Filter Criteria & Pricing	<p>REFI 100 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$155,000 LTV requirement -> 80% or lower Credit Rating -> EXCELLENT, GOOD & FAIR (when requested) All states (Except IL, KY, LA, NC, UT)</p> <p>REFI 200 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$75,000 but less than \$155,000 LTV -> no requirement Credit Rating -> EXCELLENT and/or GOOD (FAIR upon request) All states (Except IL, KY, LA, NC, UT)</p> <p>REFI 200 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$155,000 LTV -> 81% - 100% Credit Rating -> EXCELLENT and/or GOOD (FAIR upon request) All states (Except IL, KY, LA, NC, UT)</p> <p>REFI 300 Valid Qualified Submission Details CPA = \$14.00/Unique Qualified Submission Filter Criteria: Loan Type -> REFINANCE 1st Mortgage Balance (or Total Loan Amount) -> greater than \$20,000 -- \$74,999 Minimum Home Value -> \$100,000 Credit Rating -> EXCELLENT and GOOD All states (Except IL, KY, LA, NC, NJ, TX, UT)</p> <p>Subscriber may amend filter criteria and daily Qualified Submission volume at any time. Filter amendment requests will be confirmed by Subscriber via email and will be implemented by Company within 2 business days of receiving the request. Amendments to daily Qualified Submission volume will be implemented on the same business day the request is received.</p>
Volume Commitment	Subscriber agrees to receive a maximum of 100 Qualified Submissions daily (Mon-Fri) from Company.
Data Transfer	<p>All Qualified Submissions shall be transmitted to Quicken Loans via https (secure) post. Each Qualified Submission must include the AZ1QL, AZ2QL, AZ3QL, AZ4QL, AZ1RK, AZ2RK, AZ3RK, or AZ4RK lead type code, as instructed below:</p> <p>AZ1QL - assign to all non-Michigan leads from www.lowrateadvisors.com AZ2QL - assign to all non-Michigan leads from www.ratewiseusa.com AZ3QL - assign to all non-Michigan leads from www.bluecollarmortgages.com AZ4QL - assign to all non-Michigan leads from www.lowrateshop.com</p> <p>AZ1RK - assign to all Michigan leads from www.lowrateadvisors.com AZ2RK - assign to all Michigan leads from www.ratewiseusa.com AZ3RK - assign to all Michigan leads from www.bluecollarmortgages.com AZ4RK - assign to all Michigan leads from www.lowrateshop.com</p>
Billing / Payment Schedule / Refunds	<p>Billing will occur on a monthly basis for the previous month's submissions. Payment will be due upon receipt.</p> <p>Qualified Submission Returns and Refunds of Marketing Fee. Subscriber will not be charged for duplicate Qualified Submissions that are returned within 24 hours of initial transmission. Subscriber may return bogus Qualified Submissions within forty-eight (48) hours of initial transmission. Any bogus Qualified Submissions that are not immediately returned (i.e. "failed") upon initial post attempt are subject to validation and approval by Company. If Company can prove that the Qualified Submission is in fact valid they may refuse a refund.</p>

This MEDIA AGREEMENT ("Agreement") is entered into as of the signature date below ("Contract Date"), and effective 08/01/2005 ("Effective Date"), by and between Azoogles.com, Inc. ("Company") and Quicken Loans, Inc., a Michigan Corporation with principal offices located at 20555 Victor Parkway, Livonia MI 48152 ("Quicken Loans or "Subscriber").

Whereas, Company is engaged in the business of providing opt-in media and advertising services to consumers who have expressed an interest in receiving, for their benefit, information about specified products and services; and

Whereas, Quicken Loans is engaged in the business that includes, but is not limited to marketing mortgage loan services via the Internet; and

Whereas Company and Quicken Loans wish to develop a program ("Campaign") for the purpose of which will be to direct consumers with particular credentials to Quicken Loans who have expressed an interest in receiving more information about or in applying for mortgage loan services;

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

The following terms and conditions (the "Standard Terms") shall be incorporated into the attached confirmation insertion order (hereafter, "IO") and together with the Standard Terms herein below (collectively, the "Agreement") as it pertains to this Agreement between Company and Subscriber.

1. **Terms of Payment:** Payments shall be in accordance with the terms set forth in this Agreement.

2. **Term:** The term of this Agreement shall be for a period of 90-days (90) days commencing on the Effective Date, unless terminated earlier in accordance with the provisions herein. Upon expiration of the initial one hundred twenty-day term, the Agreement shall automatically renew for an additional one-year period. The Initial and any subsequent renewal terms are referred collectively as the "Term".

3. **Termination:** After the initial ninety-day term, either party giving forty-eight (48) hours written notice to the other party may terminate this Agreement at any time for any reason. During the initial ninety-day term, either party may terminate this Agreement at any given time.

4. **Renewal:** Except as set forth in this Agreement, any renewal of the Agreement and acceptance of any additional advertising order shall be in writing and at the agreement of both parties. Pricing for any renewal period is subject to change by Company from time to time, provided both parties prior to renewal agree to such change.

5. **Subscriber's Obligations:** Subscriber shall pay Company for all payment obligations arising hereunder within (15) days of receiving invoices from Company (the "Due Date"). Company will provide invoices to Subscriber by whatever means it may choose (including by mail, E-mail, and/or fax).

6. **Company's Obligations:** Company agrees to undertake and complete the services indicated in this Agreement (the "Services") in accordance with high industry standards. All advertising content including graphics, HTML code, scripts, images, stock photography, animations, are not to be downloaded or used for any other campaigns without permission, if provided at no cost by Company. In addition, Company shall keep an accounting of all Qualified Submissions passed to Subscriber under this Agreement in accordance with its ordinary and usual business practices. Subscriber shall have the right to audit the records of Company to determine whether it has actually provided the Qualified Submissions for which it expects payment under this Agreement.

7. **Representations and Warranties:** Company has not made and does not hereby make any representations, guarantees or warranties whatsoever with respect to the ultimate success of the services hereunder, and Subscriber agrees to all terms and conditions set forth in the Agreement. Notwithstanding, Company represents and warrants that it has obtained any and all requisite consent from consumers to pass their information to Subscriber for consideration as a Qualified Submission under this Agreement. Please see Section 2 above re: Cancellation by either party. Subscriber agrees that it shall not make, and hereby waives and releases, any claim(s) that campaign delivery rate should or could have been different than actually generated by Company under this Agreement.

8. **Data Hygiene and Defined Filtering Criteria:** Subscriber shall pay only for "Qualified Submissions" that meet the Defined Filtering Criteria. A Qualified Submission is defined as, and must meet all of the following conditions: (i) the submission must come from a bona fide Visitor to the on of the Company's web sites (detailed above) who has expressed a legitimate interest in applying for or inquiring about a mortgage loans (e.g., the visitor must be at least 18 years of age, no "Daffy Duck" visitors); (ii) the Visitor must complete and submit all of the required information fields on the online application as seen on, an example of which is attached hereto as Exhibit A; (iii) the Visitor must be contactable by Subscriber (e.g.; A Visitor who submits a valid name, E-mail address and phone number; a Visitor who submits a valid name and phone number or a Visitor who submits a valid name and email address); and (iv) the submission must be received by Subscriber during the term of this Agreement, prior to termination. For purposes of this Agreement, the Defined Filtering Criteria are Qualified Submissions who meet the parameters set forth in the Agreement as may be amended per written agreement of the parties during the Term.

9. **Transmission of Qualified Submissions:** Company shall transmit all Qualified Submissions to Subscriber in a manner that will assure, within reasonable industry standards, that the data is secure and protected, e.g. secure https post.

10. Limitation of Liability: Except as otherwise provided herein, Company shall not be responsible or liable for any errors in content or omissions or consequences, damages, costs, refunds or rebates of any kind arising from any interruption of service or other unavailability of Internet or Web site in which advertising is displayed for whatever reason. In the event a serving site does not deliver contracted advertising, Company will see that all made goods are passed to Subscriber. In the event Subscriber's site is unavailable, Company is not responsible for any losses due to server downtime. Except as otherwise provided herein, Company Ad Spaces, services, and software are provided "as is" and "as available" and Company disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranty of merchantability or fitness for a particular purpose. Company shall not be liable for any Subscribers or content providers whose content appears in advertising placed by Company, nor the contents of any advertisements, web sites or web pages, except where Company creates such content. In no event shall Company be responsible for any consequential, special, or other damages or lost profits arising from any failure to timely run the advertising in accordance with the Agreement. Without limiting the foregoing, Company shall have no liability for any failure or delay resulting from conditions beyond the control of Company.

11. Indemnification: Each party ("Indemnitor") shall defend, indemnify and hold the other party and the other party's directors, officers, employees, agents, parents, affiliates and subsidiaries ("Indemnitee") harmless against all third-party claims, suits, costs, fees (including, but not limited to reasonable attorney fees), settlements payments, penalties, liabilities, damages and judgments ("Claims") incurred, alleged, claimed or sustained by third-parties, that arise from or relate to: (a) violation of applicable law asserted against the Indemnitee to the extent caused, in part or in whole, by the acts or omissions of the Indemnitor in the course of its performance of this Agreement (including, but not limited to, laws pertaining to privacy rights); (b) a breach of this Agreement; and (c) malpractice or misfeasance in the performance of the Indemnitor's underlying (i.e., the advertised) content, advertisements, products and/or services (but only with respect to content, advertisements, products and services authorized and approved by the Indemnitor) but excluding claims resulting, in part or in whole, from the Indemnitee's acts or omissions. Should any Claim give rise to a duty of indemnification under the provisions of this Agreement, then the Indemnitee shall promptly notify the Indemnitor, and the Indemnitee shall be entitled, at its own expense, and upon reasonable notice to the Indemnitor, to participate in, control the defense, compromise and to defend such Claim. The Indemnitor may not settle any claim without the consent of the Indemnitee, except upon terms and conditions offered or consented to by the Indemnitee, which consent shall not be unreasonably withheld. Neither participation nor control in the defense shall waive or reduce any obligations to indemnify or hold harmless.

12. Limited License:

- A. Quicken Loans grants to Company a limited, revocable, non-transferable, non-exclusive license during the term of this Agreement to use only those Quicken Loans intellectual-property marks, trademarks, service marks, trade names, trade dress, logos, graphics and icons specifically designated and provided by Quicken Loans ("Marks") solely in connection with the marketing, advertising, and promotion of the Quicken Loans advertisements posted on the Company's Web site (which advertisements must be approved by Quicken Loans). Company's use of the Marks will at all times be subject to the prior written approval of Quicken Loans, which approval shall not be unreasonably withheld or delayed. Company shall comply with all reasonable guidelines provided by Quicken Loans with respect to the graphic reproduction, appearance, and "look and feel" related to the marketing and representation of Quicken Loans, its products and services, and its Marks. (See Quicken Loans Trademark Guidelines below) All usage of the Marks shall include the appropriate trademark/service mark symbols and Company shall not remove such symbols.
- B. Quicken Loans reserves all rights, title, and interest in and to the Marks not specifically granted to Company. The Marks are the valid and exclusive property of Quicken Loans, and Company's right to use the Marks is limited to and arises only out of the license granted hereunder. The goodwill associated with the use of the Marks shall inure solely to the benefit of Quicken Loans. Company shall not assert the invalidity, unenforceability, or contest the ownership by Quicken Loans of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice Quicken Loan's right, title or interest in the marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill.
- C. The licenses granted by this agreement cannot be sub-licensed, assigned or otherwise transferred by Company to any third person or entity without the express prior written consent of Quicken Loans. The licenses granted by Quicken Loans to Company under this Section 15 shall automatically and immediately terminate upon any termination of this Agreement.
- D. Company shall not (i) have any authority to make or publish any statement, claims, representation or warranty about Quicken Loans' products or services which could be deemed to be a binding offer, obligation or guarantee by Quicken Loans (other than as expressly authorized by Quicken Loans); (ii) misrepresent the Quicken Loans' Web site or services, or imply any type of affiliation or relationship other than that of advertiser; (iii) attempt to assist Quicken Loans in the procurement or origination of mortgage loans arising from visitors to or leads from the Company's Web site. Company's web site must have bona fide content and may not simply use or employ domain names which are similar to the Marks, the Destination Site or to Quicken Loans' web sites in order to obtain leads (e.g., domain names based on misnomers, pseudonyms, misspellings, typos, similar phonics etc. relation to the Quicken Loans web sites are not permitted), nor may Company use search engine placements (e.g. purchase of key terms) that are based on the Marks, or domain names based on misnomers, pseudonyms, misspellings, typos, similar phonics etc. relation to the Quicken Loans web sites; or (iv) provide cash, points, or gifts to visitors as an incentive to complete an action on Quicken Loans.
- E. Other than the payment of the CPA/Marketing Fee, Company shall have no claims to any additional compensation, commissions or business derived by or through Qualified Leads.
- F. Participation in QLAP does not constitute an employment, broker or agency relationship between Company and Quicken Loans nor does it create any partnership, joint venture, franchise, or sales representative relationship between the parties.

13. Miscellaneous:

A. Integration: This Agreement represents the full and entire Agreement among the parties and supersedes all prior agreements, whether written or oral. The parties warrant, promise and represent, that in executing this Agreement they are not relying upon any oral representations, promises, or statements and that they are not relying upon any promises, statements or representations contained in any other written document.

B. Modification and Amendment: This Agreement shall not be modified or amended except by written instrument, signed by each of the parties hereto, and expressing such amendment or modification.

C. Attorney's Fees and Costs: If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to an award of their attorney costs and fees incurred.

D. Choice of Law: This Agreement shall be construed, enforced and governed by the laws of the State of Michigan. Company shall only bring suit against Quicken Loans for any dispute arising out of this Agreement in a court of law in the State of Michigan. No Party shall make a motion to dismiss or transfer any case filed in accordance with this subsection on the basis of improper venue, personal jurisdiction, or of the convenience of any Party or witness.

E. Interpretation: In the event of inconsistency between the Agreement and the Standard Terms, the Standard Terms shall control. S.S.

F. Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall nevertheless continue in full force and effect without being impaired in any manner whatsoever.

G. Waiver: No term or condition of this Agreement shall have been deemed to have been waived, nor shall there be an estoppel against the enforcement of this Agreement, except by written instrument of the party to be charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as any other than that specifically waived.

H. Privacy of Users: Subscriber will act in accordance with our publicly available privacy policy, according to the attached exhibit B.

14. Cancellations: If either party shall materially fail to perform its responsibilities under this Agreement, the other party shall notify the defaulting party, in writing, within five (5) days of default, specifying the nature of the default. If the defaulting party shall fail to remedy such default within fifteen (15) days (the "Curative Period") after delivery of such notice, the Agreement may be terminated thereafter by the non-breaching party. Notwithstanding terms of this provision, Subscriber is responsible for all payments under this contract for services duly performed by Company.

15. Representations and Warranties of Subscriber: Subscriber is solely responsible for and shall retain complete right of control over the content of the Offer, the Advertisements, and any content, email messages, products, and/or services associated with the Campaign, including content of any web pages associated with the Campaign (the "Advertising Content"). Subscriber is solely responsible for any and all liabilities, losses, costs, claims, and expenses arising out of or relating to the Offer, the Advertisements, the Campaign, and the Advertising Content. Subscriber warrants and represents that (a) Subscriber owns and/or has the right and authority to permit the use, reproduction, distribution, and transmission of the Advertisements and the Advertising Content; (b) the Offer, the Advertisements, the Campaign, and the Advertising Content are factually accurate and do not contain any fraudulent or deceptive materials, or material which misrepresents, ridicules or attacks an individual or group on the basis of age, color, national origin, race, religion, sex, sexual orientation or handicap; (c) the Offer, the Advertisements, and the Advertising Content do not promote or make claims that are not easily provable, nor do they falsify the Offer or message being communicated; and (d) the use, reproduction, distribution, or transmission of the Offer, the Advertisements, the Campaign, and the Advertising Content do not violate any foreign or domestic, federal, state, or local law or regulation, or any rights of any third party, including but not limited to, any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, or constitute false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, or any other right of any person or entity.

16. Data Collection: Subscriber understands and accepts that Company retains ownership rights of all "opt-in" marketing data collected from Company online marketing campaigns. Company prominently displays a 3rd Party "opt-in" statement on marketing content as part of the data collection process. Notwithstanding, Subscriber is granted a permanent, sub-licensable, non-exclusive, worldwide, royalty-free right and license to use the information contained in any and all Qualified Submissions it receives from Company pursuant to this Agreement.

17. Independent Contractor: Each party is an independent contractor. Any intention to create a joint venture or partnership between the parties hereto is hereby expressly disclaimed. Except as set forth in this Agreement, neither party is authorized or empowered to obligate the other or to incur any costs on behalf of the other without the other party's prior written consent.

18. Notice: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid and return receipt requested, or by the United Parcel Service or other reputable overnight and delivery service, to the addresses of the parties set forth below. Any notice under this Agreement shall be deemed given if by personal service upon receipt; if by United States Mail, forty-eight (48) hours after deposit; if by reputable overnight delivery service, twenty-four (24) hours after timely deposit. A Party may designate from time to time a different or additional address for noticing purposes under this provision by giving the other party ten (10) days written notice of the same.

Exhibit A

Required Fields for HTTPS: post:

First Name
Last Name
Address
City
State
Zip Code
Day Phone
Evening Phone
E-mail Address
Credit Rating
Loan Amount
Home Value
Property State
Home Description
1st Mortgage Balance

Screenshot of Partner Refinance Application:

Please include screenshots of the Refinance form from each of the sites identified in this agreement