UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended January 31, 2015

Or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _______________________ to ___________________

Commission File Number 0-53359

REALBIZ MEDIA GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	**11-3820796**
(State of incorporation)	(I.R.S. Employer Identification No.)
2690 Weston Road, Suite 200	
Weston, FL	**33331**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (954) 888-9779

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to the filing requirements for the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☒

As of March 13, 2015 there were 103,302,039 shares of the issuer's common stock, $0.001 par value, outstanding.

RealBiz Media Group, Inc.
Form 10-Q

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REALBIZ MEDIA GROUP, INC.

CONSOLIDATED UNAUDITED FINANCIAL STATEMENTS

FOR THE THREE MONTH PERIOD ENDED JANUARY 31, 2015

REALBIZ MEDIA GROUP, INC.

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RealBiz Media Group, Inc.
Consolidated Balance Sheets

	January 31 2015 (Unaudited)	October 31 2014
Assets		
Current Assets		
Cash	$ 141,204	$ 20,066
Accounts receivable, net of allowance for doubtful accounts	93,337	118,408
Prepaid expenses	3,300	3,300
Total current assets	237,841	141,774
Property and equipment, net	40,363	45,778
Website development costs and intangible assets, net	3,223,845	3,701,144
Due from affiliates	337,093	131,086
Total assets	$ 3,839,142	$ 4,019,782
Liabilities and Stockholders' Equity		
Current Liabilities		
Accounts payable and accrued expenses	$ 1,853,151	$ 1,880,294
Deferred revenue	35,603	45,565
Derivative liabilities	571,630	305,220
Convertible notes payable, net of discount of $-0- and $-0-, respectively	60,000	60,000
Loans payable	170,000	170,000
Total current liabilities	2,690,384	2,461,079
Convertible notes payable - long term, net of discount of $819,976 and $147,395, respectively	265,024	2,605
Total liabilities	2,955,408	2,463,684
Stockholders' Equity		
Series A convertible preferred stock, $.001 par value; 120,000,000 authorized and 66,801,653 shares issued and outstanding at January 31,2015 and October 31, 2014, respectively	66,802	66,802
Series B convertible preferred stock, $.001 par value; 1,000,000 authorized and 26,000 shares issued and outstanding at January 31, 2015 and -0- shares issued and outstanding at October 31, 2014, respectively	26	-
Common stock, $.001 par value; 250,000,000 authorized and 88,664,744 shares issued and outstanding at January 31,2015 and 84,980,282 shares issued and outstanding at October 31, 2014, respectively	88,664	84,980
Additional paid-in-capital	17,721,847	16,610,912
Subscription advances	-	130,000
Accumulated other comprehensive income	48,105	40,042
Accumulated deficit	(17,041,710)	(15,376,638)
Total stockholders' equity	883,734	1,556,098
Total liabilities and stockholders' equity	$ 3,839,142	$ 4,019,782

The accompanying notes are an integral part of these consolidated financial statements

RealBiz Media Group, Inc.
Consolidated Statements of Operations and Comprehensive Income (Loss)
(Unaudited)

	For the three months ended January 31, 2015	For the three months ended January 31, 2014
Revenues		
Real estate media revenue	$ 292,656	$ 246,054
Operating expenses		
Cost of revenue (exclusive of amortization)	12,634	21,990
Technology and development	292,623	-
Salaries and benefits	331,717	252,913
Selling and promotions expense	39,095	88,044
General and administrative	1,007,960	1,341,727
Total operating expenses	1,684,029	1,704,674
Operating loss	(1,391,373)	(1,458,620)
Other income (expense)		
Interest expense	(49,385)	(870)
Loss on change on fair value of derivatives	(266,410)	-
Gain on legal settlement of accounts payable	32,483	-
Foreign exchange gain	9,613	7,512
Total other income (expense)	(273,699)	6,642
Net loss	$ (1,665,072)	$ (1,451,978)
Preferred Stock Dividend	-	(118,496)
Net loss attributable to common stockholders	$ (1,665,072)	$ (1,570,474)
Weighted average number of shares outstanding	87,598,484	54,473,194
Basic and diluted net loss per share	$ (0.02)	$ (0.03)
Comprehensive income (loss):		
Unrealized gain (loss) on currency translation adjustment	8,063	205,529
Comprehensive loss	$ (1,657,009)	$ (1,364,945)

The accompanying notes are an integral part of these consolidated financial statements.

RealBiz Media Group, Inc.
Consolidated Statements of Cash Flows
(Unaudited)

	For the three months ended January 31, 2015	2014
Cash flows from operating activities:		
Net loss	$ (1,665,072)	$ (1,451,978)
Adjustments to reconcile net loss to net cash from operating activities:		
Gain on legal settlement of accounts payable	(32,483)	-
Amortization and depreciation	547,723	346,098
Loss on change in fair value of derivative liabilities	266,410	-
Stock based compensation and consulting fees	173,865	649,404
Changes in operating assets and liabilities:		
Decrease in accounts receivable	25,071	10,656
Decrease in prepaid expenses	-	145
Decrease in security deposits	-	22
Increase (decrease) in accounts payable and accrued expenses	5,340	(57,991)
Decrease in due to/from affiliates	(176,007)	(891,199)
Decrease in deferred revenue	(9,962)	(467)
Net cash used in operating activities	(865,115)	(1,395,310)
Cash flows from investing activities:		
Purchase of computer equipment	-	(2,058)
Payments towards software developments costs	(31,810)	-
Payments towards website development costs	-	(177,401)
Net cash used in investing activities	(31,810)	(179,459)
Cash flows from financing activities:		
Proceeds from convertible promissory notes	935,000	-
Payments applied to loans payable	-	(8,807)
Proceeds from the sale of common stock and warrants	75,000	80,000
Proceeds from the exercise of outstanding warrants	-	160,000
Net cash provided by financing activities	1,010,000	231,193
Effect of exchange rate changes on cash	8,063	205,529
Net increase (decrease) in cash	121,138	(1,138,047)
Cash at beginning of period	20,066	1,304,374
Cash at end of period	$ 141,204	$ 166,327
Supplemental disclosure:		
Cash paid for interest	$ -	$ 870

	For the three months ended January 31,			
	2015		2014	
Supplemental disclosure of non-cash investing and financing activity:				
Settlement of prior year advances for subscriptions of common stock:				
Value	$	30,000	$	13,500
Shares		100,000		27,000
Warrants		100,000		9,000
Next 1 Interactive, Inc. Preferred Series B shares converted to common stock:				
Value	$	45,000	$	349,750
Shares		900,000		7,895,000
Next 1 Interactive, Inc. Preferred Series C shares converted to common stock:				
Value	$	77,000	$	-
Shares		770,000		-
Next 1 Interactive, Inc. Preferred Series D shares converted to common stock:				
Value	$	82,500	$	122,625
Shares		549,945		817,418
Series B shares issued for settlement of prior year's proceeds and Next 1 Interactive, Inc. debt:				
Value of shares issued	$	100,000	$	-
Value of Next 1, Interactive debt settled	$	30,000	$	-
Shares		13,000		-

The accompanying notes are an integral part of these consolidated financial statements.

REALBIZ MEDIA GROUP, INC.
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

NOTE 1: NATURE OF BUSINESS AND BASIS OF PRESENTATION

Nature of Business

RealBiz Media Group, Inc. ("RealBiz") is engaged in the business of providing digital media and marketing services for the real estate industry. RealBiz currently generates revenue from advertising revenues and through real estate agent and broker service fees, membership fees and product sales.

Basis of Presentation

The unaudited interim consolidated financial information furnished herein reflects all adjustments, consisting only of normal recurring items, which in the opinion of management are necessary to fairly state RealBiz Media Group, Inc. and its subsidiaries' (collectively, the "Company" or "we," "us" or "our") financial position, results of operations and cash flows for the dates and periods presented and to make such information not misleading. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been omitted pursuant to rules and regulations of the Securities and Exchange Commission ("SEC"); nevertheless, management of the Company believes that the disclosures herein are adequate to make the information presented not misleading.

These unaudited consolidated financial statements should be read in conjunction with the Company's audited financial statements for the year ended October 31, 2014, contained in the Company's Annual Report on Form 10-K filed with the SEC on February 13, 2015. The results of operations for the three months ended January 31, 2015, are not necessarily indicative of results to be expected for any other interim period or the fiscal year ending October 31, 2015.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of unaudited consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited consolidated financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. If actual results significantly differ from the Company's estimates, the Company's financial condition and results of operations could be materially impacted.

Cash and Cash Equivalents

For purposes of balance sheet presentation and reporting of cash flows, the Company considers all unrestricted demand deposits, money market funds and highly liquid debt instruments with an original maturity of less than 90 days to be cash and cash equivalents. There were no cash equivalents at January 31, 2015 and October 31, 2014.

Accounts Receivable

The Company provides its marketing and promotional services to agents or brokers via a web-based portal that allows for credit card payments. The Company recognizes accounts receivable for amounts uncollected from the credit card service provider at the end of the accounting period. The Company regularly reviews outstanding receivables and provides for estimated losses through an allowance for doubtful accounts. In evaluating the level of established loss reserves, the Company makes judgments regarding its customers' ability to make required payments, economic events and other factors. As the financial condition of these parties change, circumstances develop or additional information becomes available, adjustments to the allowance for doubtful accounts may be required. The Company maintains reserves for potential credit losses, and such losses traditionally have been within its expectations. The allowance for doubtful accounts at January 31, 2015 and October 31, 2014, respectively is $-0-.

Property and Equipment

All expenditures on the acquisition for property and equipment are recorded at cost and capitalized as incurred, provided the asset benefits the Company for a period of more than one year. Expenditures on routine repairs and maintenance of property and equipment are charged directly to operating expense. The property and equipment is depreciated based upon its estimated useful life after being placed in service. The estimated useful life of computer equipment is 3 years. When equipment is retired, sold or impaired, the resulting gain or loss is reflected in earnings. The Company incurred depreciation expense of $5,415 and $1,761 for the three months ended January 31, 2015 and 2014, respectively.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Impairment of Long-Lived Assets

In accordance with Accounting Standards Codification 360-10, “Property, Plant and Equipment”, the Company periodically reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be fully recoverable. The Company recognizes an impairment loss when the sum of expected undiscounted future cash flows is less than the carrying amount of the asset. The amount of impairment is measured as the difference between the asset’s estimated fair value and its book value. As of January 31, 2015, the Company did not impair any long-lived assets.

Website Development Costs

The Company accounts for website development costs in accordance with Accounting Standards Codification 350-50 “Website Development Costs”. Accordingly, all costs incurred in the planning stage are expensed as incurred, costs incurred in the website application and infrastructure development stage that meet specific criteria are capitalized and costs incurred in the day to day operation of the website are expensed as incurred.

Software Development Costs

The Company capitalizes internal software development costs subsequent to establishing technological feasibility of a software application in accordance with guidelines established by "350-40" Internal Use Software, requiring certain software development costs to be capitalized upon the establishment of technological feasibility. The establishment of technological feasibility and the ongoing assessment of the recoverability of these costs require considerable judgment by management with respect to certain external factors such as anticipated future revenue, estimated economic life, and changes in software and hardware technologies. Amortization of the capitalized software development costs begins when the product is available for general release to customers. Capitalized costs are amortized based on the greater of (a) the ratio of current gross revenues to the total current and anticipated future gross revenues, or (b) the straight-line method over the remaining estimated economic life of the product and is included in operating expenses in the accompanying statement of operations. For the three months ended January 31, 2015, the Company has capitalized $31,810 of costs associated with the development of a mobile app that has been placed into service on February 4, 2015 and will begin amortization of all capitalized costs in the second quarter of the current fiscal year.

Goodwill and Other Intangible Assets

In accordance with ASC 350-30-65 “Goodwill and Other Intangible Assets", the Company assesses the impairment of identifiable intangible assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors the Company considers to be important which could trigger an impairment review include the following:

1. Significant underperformance compared to historical or projected future operating results;

2. Significant changes in the manner or use of the acquired assets or the strategy for the overall business; and

3. Significant negative industry or economic trends.

When the Company determines that the carrying value of an intangible may not be recoverable based upon the existence of one or more of the above indicators of impairment and the carrying value of the asset cannot be recovered from projected undiscounted cash flow, the Company records an impairment charge equal to the amount that the book value exceeds fair value. The Company measures fair value based on a projected discounted cash flow method using a discount rate determined by management to be commensurate with the risk inherent to the current business model. Significant management judgment is required in determining whether an indicator of impairment exists and in projecting cash flows. The Company did not consider it necessary to record an impairment charge on its intangible assets during the three months ended January 31, 2015 and 2014.

Intellectual properties that have finite useful lives are amortized over their useful lives. The Company incurred amortization expense related to website development costs and other intangible assets of $509,109 and $344,337 for the three months ended January 31, 2015 and 2014, respectively. This amortization is included in technology and development expenses and general and administrative expenses in the accompanying statement of operations.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Derivative Instruments

The Company enters into financing arrangements that consist of freestanding derivative instruments or are hybrid instruments that contain embedded derivative features. The Company accounts for these arrangements in accordance with Accounting Standards Codification topic 815, Accounting for Derivative Instruments and Hedging Activities ("ASC 815") as well as related interpretations of this standard. In accordance with this standard, derivative instruments are recognized as either assets or liabilities in the balance sheet and are measured at fair values with gains or losses recognized in earnings. Embedded derivatives that are not clearly and closely related to the host contract are bifurcated and are recognized at fair value with changes in fair value recognized as either a gain or loss in earnings. The Company determines the fair value of derivative instruments and hybrid instruments based on available market data using appropriate valuation models, considering all of the rights and obligations of each instrument.

The Company estimates fair values of derivative financial instruments using various techniques (and combinations thereof) that are considered consistent with the objective measuring fair values. In selecting the appropriate technique, the Company considers, among other factors, the nature of the instrument, the market risks that it embodies and the expected means of settlement. For less complex derivative instruments, such as freestanding warrants, the Company generally uses the Black-Scholes model, adjusted for the effect of dilution, because it embodies all of the requisite assumptions (including trading volatility, estimated terms, dilution and risk free rates) necessary to fair value these instruments. Estimating fair values of derivative financial instruments requires the development of significant and subjective estimates that may, and are likely to, change over the duration of the instrument with related changes in internal and external market factors. In addition, option-based techniques (such as Black-Scholes model) are highly volatile and sensitive to changes in the trading market price of our common stock. Since derivative financial instruments are initially and subsequently carried at fair values, our income (expense) going forward will reflect the volatility in these estimates and assumption changes. Under the terms of the new accounting standard, increases in the trading price of the Company's common stock and increases in fair value during a given financial quarter result in the application of non-cash derivative expense. Conversely, decreases in the trading price of the Company's common stock and decreases in trading fair value during a given financial quarter result in the application of non-cash derivative income.

Based upon ASC 815-25 the Company has adopted a sequencing approach regarding the application of ASC 815-40 to its outstanding convertible debentures. Pursuant to the sequencing approach, the Company evaluates its contracts based upon earliest issuance date.

Convertible Debt Instruments

The Company records debt net of debt discount for beneficial conversion features and warrants, on a relative fair value basis. Beneficial conversion features are recorded pursuant to the Beneficial Conversion and Debt Topics of the FASB Accounting Standards Codification. The amounts allocated to warrants and beneficial conversion rights are recorded as debt discount and as additional paid-in-capital. Debt discount is amortized to interest expense over the life of the debt.

Fair Value of Financial Instruments

The Company adopted ASC topic 820, "Fair Value Measurements and Disclosures" (ASC 820), formerly SFAS No. 157 "Fair Value Measurements," effective January 1, 2009. ASC 820 defines "fair value" as the price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There was no impact relating to the adoption of ASC 820 to the Company's unaudited consolidated financial statements.

ASC 820 also describes three levels of inputs that may be used to measure fair value:

> Level 1: Observable inputs that reflect unadjusted quoted prices for identical assets or liabilities traded in active markets.
>
> Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.
>
> Level 3: Inputs that are generally unobservable. These inputs may be used with internally developed methodologies that result in management's best estimate of fair value.

Financial instruments consist principally of cash, accounts receivable, prepaid expenses, due from affiliates, accounts payable, accrued liabilities and other current liabilities. The carrying amounts of such financial instruments in the accompanying balance sheets approximate their fair values due to their relatively short- term nature. The fair value of long-term debt is based on current rates at which the Company could borrow funds with similar remaining maturities. The carrying amounts approximate fair value. It is management's opinion that the Company is not exposed to any significant currency or credit risks arising from these financial instruments.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition

The Company recognizes revenue when all of the following criteria are met: (1) persuasive evidence of an arrangement exits; (2) delivery has occurred or services have been rendered; (3) the Company's price to its customer is fixed or determinable and (4) collectability is reasonably assured.

The Company provides its marketing and promotional services to agents or brokers via a web-based portal that allows for credit card payments. Customers may pay a monthly recurring fee or an annual fee. Some customers additionally pay a one-time set up fee. Monthly recurring fees are recognized in the month the service is rendered. Collection of one-time set up fees and annual services fees give rise to recognized monthly revenue in the then-current month as well as deferred revenue liabilities representing the collected fee for services yet to be delivered.

Cost of Revenues

Cost of revenues includes costs attributable to services sold and delivered. These costs include such items as credit card fees, sales commission to business partners, expenses related to our participation in industry conferences, and public relations expenses.

Technology and Development

Costs to research and develop our products are expensed as incurred. These costs consist of primarily of technology and development related expenses including third party contractor fees and technology software services. Technology and development also includes amortization of capitalized costs of the Nestbuilder website associated with the development of our marketplace. The amortization of the Nestbuilder website for the three months ending January 31, 2015 and 2014 is $127,272 and $-0-, respectively.

Advertising Expense

Advertising costs are charged to expense as incurred and are included in selling and promotions expense in the accompanying unaudited unaudited consolidated financial statements. Advertising expense for the three months ended January 31, 2015 and 2014 was $-0- and $25,880, respectively.

Share-Based Compensation

The Company computes share based payments in accordance with Accounting Standards Codification 718-10 “Compensation” (ASC 718-10). ASC 718-10 establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods and services at fair value, focusing primarily on accounting for transactions in which an entity obtains employees services in share-based payment transactions. It also addresses transactions in which an entity incurs liabilities in exchange for goods and services that are based on the fair value of an entity’s equity instruments or that may be settled by the issuance of those equity instruments. In March 2005, the SEC issued SAB No. 107, Share-Based Payment (“SAB 107”) which provides guidance regarding the interaction of ASC 718-10 and certain SEC rules and regulations. The Company has applied the provisions of SAB 107 in its adoption of ASC 718-10. The Company accounts for non-employee share-based awards in accordance with ASC Topic 505-50, Equity Based Payments to Non-Employees. The Company estimates the fair value of stock options by using the Black-Scholes option pricing model.

Foreign Currency and Other Comprehensive Income (Loss)

The functional currency of our foreign subsidiaries is typically the applicable local currency. The translation from the respective foreign currencies to United States Dollars (U.S. Dollar) is performed for balance sheet accounts using current exchange rates in effect at the balance sheet date and for income statement accounts using a weighted average exchange rate during the period. Gains or losses resulting from such translation are included as a separate component of accumulated other comprehensive income. Gains or losses resulting from foreign currency transactions are included in foreign currency income or loss except for the effect of exchange rates on long-term inter-company transactions considered to be a long-term investment, which are accumulated and credited or charged to other comprehensive income.

Transaction gains and losses are recognized in our results of operations based on the difference between the foreign exchange rates on the transaction date and on the reporting date. We recognized net foreign exchange gain of $9,613 and $7,512 for three months ended January 31, 2015 and 2014, respectively. The foreign currency exchange gains and losses are included as a component of other (income) expense, net, in the accompanying Unaudited Consolidated Statements of Operations. For the three months ended January 31, 2015 and 2014, the accumulated comprehensive gain was $8,063 and $205,529, respectively

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Foreign Currency and Other Comprehensive Income (Loss) (continued)

The exchange rate adopted for the foreign exchange transactions are the rates of exchange as quoted on an internet website. Translation of amount from Canadian dollars into United States dollars was made at the following exchange rates for the respective periods:

- As of January 31, 2015 - Canadian dollar $0.78970 to US $1.00
- For the three months ended January 31, 2015 - Canadian dollar $0.87365 to US $1.00

Income Taxes

The Company accounts for income taxes in accordance with ASC 740, Accounting for Income Taxes, as clarified by ASC 740-10, Accounting for Uncertainty in Income Taxes. Under this method, deferred income taxes are determined based on the estimated future tax effects of differences between the financial statement and tax basis of assets and liabilities and net operating loss and tax credit carryforwards given the provisions of enacted tax laws. Deferred income tax provisions and benefits are based on changes to the assets or liabilities from year to year. In providing for deferred taxes, the Company considers tax regulations of the jurisdictions in which the Company operates, estimates of future taxable income, and available tax planning strategies. If tax regulations, operating results or the ability to implement tax-planning strategies vary, adjustments to the carrying value of deferred tax assets and liabilities may be required. Valuation allowances are recorded related to deferred tax assets based on the "more likely than not" criteria of ASC 740.

ASC 740-10 requires that the Company recognize the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the "more-likely-than-not" threshold, the amount recognized in the unaudited consolidated financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority.

Earnings Per Share

Basic earnings per share is computed by dividing net income attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period.

Diluted earnings per share is computed by dividing net income attributable to common stockholders by the weighted average number of shares of common stock, common stock equivalents and potentially dilutive securities outstanding during each period. Diluted loss per common share is considered to be equal to basic because it is anti-dilutive. The Company's common stock equivalents include the following:

	January 31, 2015
Series A convertible preferred stock issued and outstanding	66,801,653
Series B convertible preferred stock issued and outstanding	520,000
Warrants to purchase common stock issued, outstanding and exercisable	17,017,730
Shares on convertible promissory notes	11,458,119
	95,797,502

Concentrations, Risks and Uncertainties

The Company's operations are related to the real estate industry and its prospects for success are tied indirectly to interest rates and the general housing and business climates in the United States.

Reclassifications

Certain reclassifications have been made in the unaudited consolidated financial statements for comparative purposes. These reclassifications have no effect on the results of operations or financial position of the Company.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Recently Issued Accounting Pronouncements

In May 2014, the FASB issued an accounting standard update on revenue recognition that will be applied to all contracts with customers. The update requires an entity to recognize revenue when it transfers promised goods or services to customers in an amount that reflects what it expects in exchange for the goods or services. It also requires more detailed disclosures to enable users of financial statements to understand the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. This guidance will be required to be applied on a retrospective basis, using one of two methodologies, and will be effective for annual reporting periods beginning after December 15, 2016, with early application not being permitted. The Company is currently evaluating the impact that this guidance will have on its financial position and results of operations.

In August 2014, the FASB issued an accounting standard update which provides guidance on determining when and how to disclose going concern uncertainties in the financial statements. The update requires management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date the financial statements are issued. It also requires management to provide certain disclosures if conditions or events raise substantial doubt about the entity's ability to continue as a going concern. This guidance will be required for annual reporting periods ending after December 15, 2016, and interim reporting periods thereafter, with early application permitted. The Company is currently evaluating the impact that this guidance will have on its financial position and results of operations.

NOTE 3: GOING CONCERN

The accompanying unaudited consolidated financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business.

The Company has incurred net losses of $1,665,072 for the three months ended January 31, 2015. At January 31, 2015, the Company had a working capital deficit of $2,452,543 and an accumulated deficit of $17,041,710. It is management’s opinion that these facts raise substantial doubt about the Company’s ability to continue as a going concern without additional debt or equity financing. The unaudited consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts nor to the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

In order to meet its working capital needs through the next twelve months, the Company may consider plans to raise additional funds through the issuance of additional shares of common or preferred stock and or through the issuance of debt instruments. Although the Company intends to obtain additional financing to meet our cash needs, the Company may be unable to secure any additional financing on terms that are favorable or acceptable to it, if at all.

NOTE 4: PROPERTY AND EQUIPMENT

At January 31, 2015, the Company's property and equipment are as follows:

	January 31, 2015			
	Remaining Useful Life	Cost	Accumulated Depreciation	Net Carrying Value
Computer equipment - office	1.5 Years	$ 22,881	$ 11,797	$ 11,084
Computer equipment - Nestbuilder website	2.1 Years	42,149	12,870	29,279
		$ 65,030	$ 24,667	$ 40,363

The Company has recorded $5,415 and $1,761 of depreciation expense for the three months ended January 31, 2015 and 2014, respectively. There was no property and equipment impairment recorded for the three months ended January 31, 2015 and 2014.

NOTE 5: INTANGIBLE ASSETS AND BUSINESS COMBINATION

The following table sets forth the intangible assets, both acquired and developed, including accumulated amortization:

	January 31, 2015			
	Remaining Useful Life	Cost	Accumulated Amortization	Net Carrying Value
Sales/Marketing agreement	1.2 Years	$ 4,796,178	$ 3,099,033	$ 1,697,145
Website development costs	2.2 Years	1,527,307	422,111	1,105,196
Web platform/customer relationships - ReachFactor acquisition	2.3 Years	600,000	262,496	337,504
Software development costs (not placed in service)	3.0 Years	84,000	-0-	84,000
		$ 7,007,485	$ 3,783,640	$ 3,223,845

During the three months January 31, 2015, the Company incurred expenditures of $31,810 for software development costs to develop a mobile app called "EZ FLIX" as a tool to assist users in converting still pictures to video. The Company capitalized internal software development costs subsequent to establishing technological feasibility of a software application in accordance with guidelines established by "350-40" Internal Use Software, requiring certain software development costs to be capitalized upon the establishment of technological feasibility. The establishment of technological feasibility and the ongoing assessment of the recoverability of these costs require considerable judgment by management with respect to certain external factors such as anticipated future revenue, estimated economic life, and changes in software and hardware technologies. Amortization of the capitalized software development costs begins when the product is available for general release to customers anticipated to be available on February 4, 2015. Capitalized costs are amortized based on the greater of (a) the ratio of current gross revenues to the total current and anticipated future gross revenues, or (b) the straight-line method over the remaining estimated economic life of the product. The app was placed in service on February 4, 2015 and amortization will begin in the second quarter of the current fiscal year.

Intangible assets are amortized on a straight-line basis over their expected useful lives, estimated to be 4 years, except for the website(s), which is 3 years. Amortization expense related to website development costs and intangible assets was $509,109 and $344,377 for three months ended January 31, 2015 and 2014, respectively.

NOTE 6: ACCOUNTS PAYABLE AND ACCRUED EXPENSES

At January 31, 2015, the Company's accounts payable and accrued expenses are as follows:

	January 31, 2015
Trade payables and accruals	$ 218,240
Accrued preferred stock dividends	915,447
Accrued payroll and commissions	500,875
Other liabilities	218,589
Total accounts payable and accrued expenses	$ 1,853,151

NOTE 7: DUE FROM/TO AFFILIATES

During the normal course of business, the Company receives and/or makes advances for operating expenses to/from its parent Company, Next 1 Interactive, Inc. As of January 31, 2015, the Company is due $337,093 as a result of such transactions.

NOTE 8: CONVERTIBLE NOTES PAYABLE

During the three months ended January 31, 2015, the Company:

- During December 2014 and January 2015, the Company received $935,000 in proceeds and issued two (2) year, 12% convertible promissory notes maturing on December 31, 2016 to various non-related third party investors. Interest shall accrue on the principal of the note at a rate equal to 12.0% per annum in cash and 12.0% in stock per annum based upon $0.10 (ten) cents per share. The noteholder, at their option, shall have the right, but not the obligation, at any time and from time to time, to convert all or any portion of the principal and interest into fully paid and non-assessable shares of Company common stock at the conversion price of $0.10 per share.

  The Company evaluated the conversion feature of the promissory notes and determined the Company's common stock exceeded the conversion price as stated in each of the convertible promissory notes. Management determined that the favorable exercise price represented a beneficial conversion feature. Using the intrinsic value method at the convertible promissory note date, a total discount of $705,780 was recognized. The discount is being amortized over the terms of the convertible promissory notes using the straight-line method, which approximated the effective interest method. During the three months ending January 31, 2015, $14,399 of the debt discount has been amortized and recorded as interest expense. Stated interest charged to operations relating to this note for the three months ended January 31, 2015 and 2014 amounted to $11,955 and $-0-, respectively. As of January 31, 2015, the remaining principal balance is $935,000 and the remaining un-amortized discount balance was $691,441.

- On October 20, 2014, the Company issued a two (2) year, 7.5% convertible promissory note maturing on October 19, 2016 with a non-related third party investor valued at $150,000 and received $95,000 in cash proceeds net of $55,000 in loan origination fees included in the calculation of the debt discount. As an incentive, the Company issued 300,000 warrants to the holder with a two-year life and a fair value of approximately $14,760 to purchase shares of the Company's common stock, $0.001 par value, per share, at an exercise price of $0.17 per share included as part of the debt discount. The fair value of the warrants was estimated at the date of grant using the Black-Scholes option-pricing model with the following assumptions: risk-free interest rate between 0.94% and 1.51%, dividend yield of -0-%, volatility factor between 115.05% and 124.65% and an expected life of 1.5 years. The value of these warrants was charged to interest expense with the offset to additional paid-in-capital. The noteholder, at their option, has the right from time to time, and at any time on or prior to the later of (i) the Maturity Date and (ii) the date of payment of the Default Amount, each in respect of the remaining outstanding principal amount of this Note to convert all or any part of the outstanding and unpaid principal amount of this Note into fully paid and non-assessable shares of Common Stock at the Conversion Price. The conversion price means the lower of the fixed conversion price of $0.20 or the variable conversion price. The variable conversion price shall mean 65% multiplied by the lowest of the VWAP (volume weighted average price) of the common stock during the twelve (12) consecutive trading day period ending on and including the trading day immediately preceding the conversion date.

  Additionally, the Company accounted for the embedded conversion option liability in accordance with Accounting Standards Codification topic 815, Accounting for Derivative Instruments and Hedging Activities ("ASC 815") as well as related interpretation of this standard. In accordance with this standard, derivative instruments are recognized as either assets or liabilities in the balance sheet and are measured at fair values with gains or losses recognized in earnings. Embedded derivatives that are not clearly and closely related to the host contract are bifurcated and are recognized at fair value with changes in fair value recognized as either a gain or loss in earnings. The Company determined the fair value of derivative instruments and hybrid instruments based on available market data using appropriate valuation models, giving consideration to all of the rights and obligations of each instrument. The fair value of embedded conversion option liability at January 31, 2015 was valued using the Black-Scholes model, resulting in a fair value of $571,630, previously valued at $305,220 resulting in a loss in the change in the fair value of derivatives totaling $266,410. The assumptions used in the Black-Scholes pricing model at January 31, 2015 are as follows: (1) dividend yield of 0%; (2) expected volatility of 359.42%, (3) risk-free interest rate of 0.47%, and (4) expected life of 1.70 years. During the three months ending January 31, 2015, $18,260 of the debt discount has been amortized and recorded as interest expense. Stated interest charged to operations relating to this note for the three months ended January 31, 2015 and 2014 amounted to $4,233 and $-0-, respectively. As of January 31, 2015, the remaining principal balance is $150,000 and the remaining un-amortized discount balance was $128,535.

NOTE 9: LOANS PAYABLE

There was no activity for the three months ended January 31, 2015 for the non-related third party investors and the remaining principal balance is $170,000.

NOTE 10: STOCKHOLDERS' EQUITY

On July 31, 2014, the Board and the holders of a majority of the voting power of our shareholders approved an amendment to our articles of incorporation to increase our authorized shares of common stock to 250,000,000 from 125,000,000 and increased the Company's Series A Convertible Preferred Stock to 120,000,000 from 100,000,000. Additionally, on July 31, 2014, the Board designated the terms of Series B Convertible Preferred Stock and 1,000,000 shares were designated Series B Convertible Preferred stock.

The total number of shares of all classes of stock that the Company shall have the authority to issue is 375,000,000 shares consisting of: 250,000,000 shares of common stock with a $0.001 par value per shares; and 120,000,000 shares which may be designated as Series A Convertible Preferred stock with a $0.001 par value per share and 1,000,000 shares designated as Series B Preferred stock with at $0.001 par value per share.

Common Stock

During the three months ended January 31, 2015, the Company:

- issued 816,667 shares of its common stock along with 750,000 one year warrants with an exercise of $0.18 for cash proceeds of $75,000.

- issued 1,271,350 shares of its common stock for a total value of $170,685 for consulting fees rendered. The value of the common stock issued was based on the fair value of the stock at the time of issuance.

- issued 26,500 shares of its common stock valued at $3,180 to its employees as stock compensation. The value of the common stock issued was based on the fair value of the stock at the time of issuance.

- issued 900,000 shares of its common stock valued at $45,000 upon the conversion of the holders of Next 1 dual convertible Series B preferred shares held in its parent company Next 1 Interactive, Inc. These common shares were valued at the carrying value of the converted parent company Series B preferred shares.

- issued 770,000 shares of its common stock valued at $77,000 upon the conversion of the holders of Next 1 dual convertible Series C preferred shares held in its parent company Next 1 Interactive, Inc. These common shares were valued at the carrying value of the converted parent company Series C preferred shares.

- issued 549,945 shares of its common stock valued at $82,500 upon the conversion of the holders of Next 1 dual convertible Series D preferred shares held in its parent company Next 1 Interactive, Inc. These common shares were valued at the carrying value of the converted parent company Series D preferred shares.

- issued 100,000 shares of its common stock along with 100,000 one year warrants with an exercise price of $0.50 as settlement of prior year cash advances to purchase shares by third party investors valued at $30,000.

- evaluated the conversion feature of the convertible promissory notes and determined the Company's common stock exceeded the conversion price as stated in each of the convertible promissory notes representing a beneficial conversion feature. Using the intrinsic value method at the convertible promissory note date, a total discount of $705,780 was recognized as part of additional paid in capital.

- received 750,000 shares of its common stock originally held in escrow for Suresh Srinivasan, former Chief Operating Officer. These shares were retired at par valued at $750.

Common Stock Warrants

At January 31, 2015, there were 17,017,730 warrants outstanding with a weighted average exercise price of $0.40 and weighted average life of .21 years. During the three months ended January 31, 2015, the Company granted 2,350,000 warrants and 711,128 expired.

NOTE 10: STOCKHOLDERS' EQUITY (continued)

Convertible Preferred Stock Series A

On October 14, 2014, the Company filed a certificate of amendment pursuant to the July 31st, 2014 Board of Directors approval to increase the Preferred A shares from 100,000,000 shares to 120,000,000 shares. As of January 31, 2015, the Company had 66,801,653 shares of Convertible Preferred Stock Series A issued and outstanding. The preferred shares were issued at $.001 par and bear dividends at a rate of 10% per annum payable on a quarterly basis when declared by the board of directors. Dividends accrue whether or not they have been declared by the board. At the election of the Company, Preferred Dividends may be converted into Series A Stock, with each converted share having a value equal to the market price per share, subject to adjustment for stock splits. In order to exercise such option, the Company delivers written notice to the holder. Each share of Series A Stock is convertible at the option of the holder thereof at any time into a number of shares of Common Stock determined by dividing the Stated Value of a $1 per share by the Conversion Price then in effect. The conversion price for the Series A Stock is equal to $1.00 per share. Each holder of Series A stock shall be entitled to one vote for each whole share of common stock that would be issuable upon conversion of such share on the record date for determining eligibility to participate in the action being taken.

In the event of (a) the sale, conveyance, exchange, exclusive license, lease or other disposition of all or substantially all of the intellectual property or assets of the Company, (b) any acquisition of the Company by means of consolidation, stock exchange, stock sale, merger of other form of corporate reorganization of the Company with any other entity in which the Company's stockholders prior to the consolidation or merger own less than a majority of the voting securities of the surviving entity, or (c) the winding up or dissolution of the Company, whether voluntary or involuntary (each such event in clause (a), (b) or (c) a "liquidation event"), the Board shall determine in good faith the amount legally available for distribution to stockholders after taking into account the distribution of assets among, or payment thereof over to, creditors of the Company (the "net assets available for distribution"). The holders of the Series A stock then outstanding shall be entitled to be paid out of the net assets available for Distribution (or the consideration received in such transaction) before any payment or distribution shall be made to the holders of any class of preferred stock ranking junior to the Series A Stock or to the Common Stock, an amount for each share of Series A Stock equal to all accrued and unpaid Preferred Dividends plus the Stated Value, as adjusted (the "Series A Liquidation Amount").

Accrued and declared preferred stock dividends on the outstanding preferred shares as of January 31, 2015 totaled $915,447 and are included in accounts payable and accrued expenses in the accompanying balance sheet. These preferred stock dividends were declared on December 28, 2014, to holders of record on August 31, 2014. Additional preferred stock dividends accruing, but have not been declared, on the outstanding preferred shares as of January 31, 2015 were $158,209.

During the three months ended January 31, 2015, the Company recorded no activity.

Convertible Preferred Stock Series B

On July 31, 2014, the Company's Board of Directors approved the creation of a new Series B Preferred stock and on October 14, 2014 a certificate of designation was filed with the state of Delaware designating 1,000,000 shares with a par value of $0.001, a stated value of $5.00 per share and convertible into the Company's common stock at $0.05 per share. As of January 31, 2015, the Company had 26,000 shares of Convertible Preferred Stock Series B issued and outstanding. The Series B Preferred stock will bear dividends at a rate of 10% per annum and shall accrue on the stated value of such shares of the Series B Stock. Dividends accrue whether or not they have been declared by the Board of Directors. At the election of the Company, it may satisfy its obligations hereunder to pay dividends on the Series B stock by issuing shares of common stock to the holders of Series B stock on a uniform and prorated basis. Each share of Series B Stock is convertible at the option of the holder thereof at any time into a number of shares of Common Stock determined by dividing the Stated Value by the Conversion Price then in effect. The conversion price for the Series B Stock is equal to $0.05 per share. Each holder of Series B stock shall be entitled to the number of votes equal to two hundred (200) votes for each shares of Series B stock held by them.

In the event of (a) the sale, conveyance, exchange, exclusive license, lease or other disposition of all or substantially all of the intellectual property or assets of the Company, (b) any acquisition of the Company by means of consolidation, stock exchange, stock sale, merger of other form of corporate reorganization of the Company with any other entity in which the Company's stockholders prior to the consolidation or merger own less than a majority of the voting securities of the surviving entity, or (c) the winding up or dissolution of the Company, whether voluntary or involuntary (each such event in clause (a), (b) or (c) a "liquidation event"), the Board shall determine in good faith the amount legally available for distribution to stockholders after taking into account the distribution of assets among, or payment thereof over to, creditors of the Company (the "net assets available for distribution"). The holders of the Series B stock then outstanding shall be entitled to be paid out of the net assets available for Distribution (or the consideration received in such transaction) before any payment or distribution shall be made to the holders of any class of preferred stock ranking junior to the Series B Stock or to the Common Stock, an amount for each share of Series B Stock equal to all accrued and unpaid Preferred Dividends plus the Stated Value, as adjusted (the "Series B Liquidation Amount"). Preferred stock dividends accruing, but have not been declared, on the outstanding preferred shares as of January 31, 2015 were $5,540.

NOTE 10: STOCKHOLDERS' EQUITY (continued)

Convertible Preferred Stock Series B (continued)

During the three months ended January 31, 2015, the Company:

- issued 26,000 shares of its Series B Preferred stock along with 1,250,000 five (5) year Next 1 Interactive, Inc. common stock warrants with exercise prices between $0.01 to $0.05 valued at $130,000, based on subscription agreements. $100,000 was in settlement of prior year cash advances to purchase shares by third party investors and the balance of $30,000 was applied to Next 1 Interactive, Inc debt obligation.

NOTE 11: RELATED PARTY TRANSACTIONS

During the three months ended January 31, 2015, the Company paid $800 a month in rent for office space on behalf of an officer of the Company, for Company use.

Equity transactions with the Company's parent are described in Note 10.

NOTE 12: FAIR VALUE MEASUREMENT AND DISCLOSURE

The Company has adopted ASC 820, *Fair Market Measurement and Disclosures* including the application of the statement to non-recurring, non-financial assets and liabilities. The adoption of ASC 820 did not have a material impact on the Company's fair value measurements. ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair value into three broad levels as follows:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Fair Value Measurements at January 31, 2015 is summarized below:

Description	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Cash	$ 141,204	$ -	$ -	$ 141,204
Derivative liabilities	-	-	517,630	571,630
January 31, 2015	$ 141,204	$ -	$ 517,630	$ 712,834

NOTE 13: SUBSEQUENT EVENTS

The Company has evaluated subsequent events occurring after the balance sheet date and through March 17, 2015, the date that these financial statements have been issued, has identified the following subsequent events and analyzing the transactions for proper accounting treatment:

During February and March 2015, the Company:

- On February 26, 2015, the our parent Company, Next 1, entered an exchange agreement hereby exchanging $441,403 of Next 1 debt, Next 1 Series A Preferred and Next 1 Series B Preferred for the issuance of 5,514,030 shares of RealBiz common stock.

- received $195,000 in proceeds and issued convertible promissory notes with interest rates of 12% per annum, maturity dates of December 31, 2016 and with a range of fixed rate conversion features.

- received $15,000 in proceeds and issued 150,000 shares of common stock.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the attached consolidated unaudited financial statements and notes thereto, and our consolidated audited financial statements and related notes for our fiscal year ended October 31, 2014 found in our Annual Report on Form 10-K. In addition to historical information, the following discussion contains forward-looking statements that involve risks, uncertainties and assumptions. Where possible, we have tried to identify these forward looking statements by using words such as "anticipate," "believe," "intends," or similar expressions. Our actual results could differ materially from those anticipated by the forward-looking statements due to important factors and risks including, but not limited to, those set forth in our Annual Report on Form 10-K.

Cautionary Note Regarding Forward-Looking Statements

Some of the statements made in this section of our report are forward-looking statements. These forward-looking statements generally relate to and are based upon our current plans, expectations, assumptions and projections about future events. Our management currently believes that the various plans, expectations, and assumptions reflected in or suggested by these forward-looking statements are reasonable. Nevertheless, all forward-looking statements involve risks and uncertainties and our actual future results may be materially different from the plans, objectives or expectations, or our assumptions and projections underlying our present plans, objectives and expectations, which are expressed in this section.

In light of the foregoing, prospective investors are cautioned that the forward-looking statements included in this filing may ultimately prove to be inaccurate—even materially inaccurate. Because of the significant uncertainties inherent in such forward-looking statements, the inclusion of such information should not be regarded as a representation or warranty by RealBiz Media Group, Inc. or any other person that our objectives, plans, expectations or projections that are contained in this filing will be achieved in any specified time frame, if ever. We undertake no obligation to publicly release any revisions to the forward-looking statements or reflect events or circumstances after the date of this document. The risks discussed in the Item 1A of this filing should be considered in evaluating our prospects and future performance.

Critical Accounting Policies and Estimates

The discussion and analysis of the Company's financial condition and results of operations are based upon its consolidated unaudited financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America. The preparation of these unaudited financial statements requires management to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosure of contingent liabilities. On an on-going basis, management evaluates past judgments and estimates, including those related to bad debts, potential impairment of intangible assets, accrued liabilities, and contingencies. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. The accounting policies and related risks described in the Company's annual report on Form 10-K as filed with the Securities and Exchange Commission on February 13, 2015 are those that depend most heavily on these judgments and estimates. As of January 31, 2015 , there had been no material changes to any of the critical accounting policies contained therein.

Results of Operations

Three months ended January 31, 2015 compared to three months ended January 31, 2014.

Revenues

Our total revenues increased 19% to $292,656 for the three months ended January 31, 2015 , compared to $246,054 for the three months ended January 31, 2014, an increase of $46,602. The increase in sales is the reflection of additional revenue reported and collected from Century 21 Corporate automated videos contract that automatically uploads to their website along with the additional income added to the current ERA Corporate contract to host and store videos automatically created and posted to their corporate website.

Operating Expenses

Our operating expenses, which include cost of revenue, technology and development, salaries and benefits, selling and promotion and general and administrative expenses decreased to $1,684,029 for the three months ended January 31, 2015, compared to $1,704,674 for the three months ended January 31, 2014, a decrease of $20,645. This decrease was substantially due to internal re-organization effecting a decrease use of contractors resulting a decrease in consulting fees of $385,797 and to a lesser extent: a decrease in travel and entertainment of $62,346 due to the reduction in corporate travel needs and increased use of telephone and video conference meetings, a decrease in selling and promotions of $48,949, a decrease in miscellaneous operating expense of $28,727, a decrease in cost of revenue of $9,356 and a decrease in insurance of $17,742; this was offset by an increase in technology and development of $292,623 due to website maintenance and amortization of the Nestbuilder website and to a lessor extent: an increase in investor relations of $82,682 due to the Company's increased reliance on investor relations firms to find investors for the Company's financing needs, an increase in salaries and benefits of $78,804 predominantly due to the hiring of a new Chief Technology Officer, a Client Success Manager, and a Drupal developer as these positions did not exist at fiscal 2014, an increase legal and professional fees of $40,662 and amortization of intangible assets other than website development costs of $37,500.

Other Income (Expenses)

Our other income decreased 4,221% to $273,699 of other expenses for the three months ended January 31, 2015 , compared to $6,642 of other income for the three months ended January 31, 2014, an decrease of $280,341. This decrease was substantially due to an increase in the loss on change in fair value of derivatives.

Net Loss

We had a net loss of $1,665,072 for the three months ended January 31, 2015 , compared to net loss of $1,451,978 for the three months ended January 31, 2014, an increase of $213,094. The increase in net loss from 2015 to 2014 was substantially due to an increase in technology and development of $292,623 and to a lesser extent an increase in investor relations of $82,682 and an increase in salaries and benefits of $78,804; this was offset by a decrease in consulting fees of $385,797 and to a lesser extent: a decrease in travel and entertainment of $62,346, a decrease in selling and promotions of $48,949 along with other factors noted above.

Assets and Employees; Research and Development

We do not currently anticipate purchasing any equipment or other assets in the near term, however, as we expand operations, we will need additional equipment and employees to create and market our products.

Liquidity and Capital Resources; Anticipated Financing Needs

At January 31, 2015, the Company had $141,204 cash on-hand, an increase of $121,138 from $20,066 at the end of fiscal 2014. The increase is primarily due to the increase of proceeds received from convertible promissory notes offset by the payment of operating expenses.

Net cash used in operating activities was $865,115 for the three months ended January 31, 2015, a decrease of $530,195 from $1,395,310 used during the three months ended January 31, 2014. This increase was mainly due to a decrease due from affiliates offset by stock based compensation and consulting fees, amortization and depreciation and loss on change in fair value of derivative liabilities.

We have financed our operations since inception primarily through proceeds from equity financings and revenue derived from operations. During the three months ended January 31, 2015 , we raised $1,010,000 from issuance of convertible promissory notes and from the sale of common stock and warrants. Our continued operations will primarily depend on our ability to raise additional capital from various sources including equity and debt financings, as well as our revenue derived from operations. We can give no assurances that any additional capital that we are able to obtain will be sufficient to meet our needs or will be on favorable terms. Based on our current plans, we believe that our cash provided from the above sources will be sufficient to enable us to meet our planned operating needs for the next 12 months.

We have based our estimate on assumptions that may prove to be wrong. We may need to obtain additional funds sooner or in greater amounts than we currently anticipate. Potential sources of financing include strategic relationships, public or private sales of our shares or debt and other sources. We may seek to access the public or private equity markets when conditions are favorable due to our long-term capital requirements. We do not have any committed sources of financing at this time, and it is uncertain whether additional funding will be available when we need it on terms that will be acceptable to us, or at all. If we raise funds by selling additional shares of common stock or other securities convertible into common stock, the ownership interest of our existing stockholders will be diluted. If we are not able to obtain financing when needed, we may be unable to carry out our business plan. As a result, we may have to significantly limit our operations and our business, financial condition and results of operations would be materially harmed.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We do not hold any derivative instruments and do not engage in any hedging activities.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15 (e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the ‘‘Exchange Act’’). Disclosure controls and procedures include, without limitation, controls and other procedures that are designed to ensure that information required to be disclosed by an issuer in the reports that it files or submits under the Exchange Act is (i) recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms and (ii) accumulated and communicated to the issuer's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Based on this evaluation, because of the Company’s limited resources and limited number of employees, management concluded that our disclosure controls and procedures were ineffective as of January 31, 2015 .

Management has identified control deficiencies regarding the lack of segregation of duties and the need for a stronger internal control environment. Management of the Company believes that these material weaknesses are due to the small size of the Company’s accounting staff. The small size of the Company’s accounting staff may prevent adequate controls in the future, such as segregation of duties, due to the cost/benefit of such remediation.

To mitigate the current limited resources and limited employees, we rely heavily on direct management oversight of transactions, along with the use of external legal and accounting professionals. As we grow, we expect to increase our number of employees, which should enable us to implement adequate segregation of duties within the internal control framework.

These control deficiencies could result in a misstatement of account balances that would result in a reasonable possibility that a material misstatement to our consolidated financial statements may not be prevented or detected on a timely basis. In light of this material weakness, we performed additional analyses and procedures in order to conclude that our consolidated financial statements for the quarter ended January 31, 2015 , included in this Quarterly Report on Form 10-Q were fairly stated in accordance with US GAAP. Accordingly, management believes that despite our material weaknesses, our consolidated unaudited financial statements for the quarter ended January 31, 2015 are fairly stated, in all material respects, in accordance with US GAAP.

Limitations on Effectiveness of Controls and Procedures

Our management, including our principal executive officer and principal financial officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. Further, the design of a control system must reflect the fact that there are resource constraints and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. These inherent limitations include, but are not limited to, the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act, during our most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

We are not currently a party to any material litigation and are not aware of any threatened litigation that would have a material effect on our business.

Item 1A. Risk Factors.

We believe there are no changes that constitute material changes from the risk factors previously disclosed in the Company's Annual Report on Form 10-K/A for the fiscal year ended October 31, 2014, filed with the SEC on February 13, 2015.

Item 2. Unregistered Sales of Equity Securities

Set forth below is information regarding securities sold by us during the three months ended January 31, 2015 that were not registered under the Securities Act:

- issued 816,667 shares of its common stock along with 750,000 one year warrants with an exercise of $0.18 for cash proceeds of $75,000.

- issued 1,271,350 shares of its common stock for a total value of $170,685 for consulting fees rendered.

- issued 26,500 shares of its common stock valued at $3,180 to its employees as stock compensation.

- issued 900,000 shares of its common stock valued at $45,000 upon the conversion of the holders of convertible Series B preferred shares held in its parent company Next 1 Interactive, Inc.

- issued 770,000 shares of its common stock valued at $77,000 upon the conversion of the holders of convertible Series C preferred shares held in its parent company Next 1 Interactive, Inc.

- issued 549,945 shares of its common stock valued at $82,500 upon the conversion of the holders of convertible Series D preferred shares held in its parent company Next 1 Interactive, Inc.

- issued 100,000 shares of its common stock along with 100,000 one year warrants with an exercise price of $0.50 as settlement of prior year cash advances to purchase shares by third party investors valued at $30,000.

Unless otherwise stated, the sales of the above securities were deemed to be exempt from registration under the Securities Act in reliance upon Section 4(a)(2) of the Securities Act (or Regulation D promulgated there under), as transactions by an issuer not involving any public offering. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed upon the stock certificates issued in these transactions.

Item 3. Defaults Upon Senior Securities

There were no defaults upon senior securities during the quarter ended January 31, 2015 .

Item 4. Mine Safety Disclosures

Not applicable

Item 5. Other Information

There is no other information required to be disclosed under this item which was not previously disclosed.

Item 6. Exhibits.

Exhibit Number	Description
4.1	Note Amendment between Next 1 and Mark A. Wilton, as countersigned by Realbiz Media Group, Inc. dated February 24, 2014 *
4.2	Warrant issued by Realbiz Media Group, Inc. to Mark A. Wilton *
4.3	Form of 12% + 12% Convertible Promissory Note**
31.1	Certification of Chief Executive Officer **
31.2	Certification of Chief Financial Officer **
32.1	Certification of Chief Executive Officer **
32.2	Certification of Chief Financial Officer **
101.INS	XBRL Instance Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.SCH	XBRL Taxonomy Extension Schema Document

* Incorporated by reference to the Form 8-K filed on February 27, 2014.
** Furnished herewith.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

RealBiz Media Group, Inc.

/s/ William Kerby
William Kerby
President and Chief Executive Officer
March 17, 2015

/s/ Adam Friedman
Adam Friedman
Chief Financial Officer
March 17, 2015

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Name	Title	Date
/s/ William Kerby William Kerby	Chairman and Chief Executive Officer (Principal Executive Officer)	March 17, 2015
/s/ Adam Friedman Adam Friedman	Chief Financial Officer (Principal Financial Officer)	March 17, 2015

Exhibit 4.3

NEITHER THIS CONVERTIBLE PROMISSORY NOTE (THE " *NOTE* "), NOR THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF, HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE " *SECURITIES ACT* "), OR ANY OTHER APPLICABLE FEDERAL OR STATE SECURITIES LAWS, AND EACH HAS BEEN ISSUED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH LAWS, INCLUDING, WITHOUT LIMITATION, THE EXEMPTION CONTAINED IN SECTION 4(a)(2) OF THE SECURITIES ACT. NEITHER THIS NOTE NOR SUCH SECURITIES MAY BE SOLD OR TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT HAS BECOME AND IS THEN EFFECTIVE WITH RESPECT TO SUCH SECURITIES, (2) THIS NOTE OR SUCH SECURITIES, AS APPLICABLE, IS TRANSFERRED PURSUANT TO RULE 144 PROMULGATED UNDER THE SECURITIES ACT (OR ANY SUCCESSOR RULE) OR (3) THE COMPANY (AS HEREINAFTER DEFINED) HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT, TO THE EFFECT THAT THE PROPOSED SALE OR TRANSFER OF THIS NOTE OR SUCH SECURITIES IS EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT AND ALL OTHER APPLICABLE FEDERAL OR STATE SECURITIES LAWS.

**12% + 12% Convertible
Promissory Note
of
RealBiz Media Group, Inc.**

Original Date: ______________, 2014

Weston, Florida

REALBIZ MEDIA GROUP, INC., a Delaware corporation (the " *Company* "), for value received, hereby promises unconditionally to pay to the order of **_________,** or such person's assigns (collectively, the " *Holder* "), at the address set forth in Section 12 hereof, in lawful money of the United States of America (" *Dollars* " or " *$* ") and in immediately available funds, the principal amount of **___________ DOLLARS ($__,000)** (the " *Principal* "), in full, on the Maturity Date (as defined below), and unpaid Interest (as defined below) in arrears on each Interest Payment Date. This Note is convertible into shares of common stock of the Company (" *Company Common Stock* ").

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder hereof, by the acceptance of this Note, agrees:

1. Definitions . For the purposes of this Note:

" *Affiliate(s)* " means, with respect to any given Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person.

" *Business Day* " means any day that is not a Saturday, Sunday or a legal holiday in the State of New York.

" *Company Transaction Documents* " means collectively this Note and the Exchange Agreement.

" *Conversion Date* " shall have the meaning assigned thereto in Section 2(d)(ii).

“ *Conversion Shares* ” means the shares of Company Common Stock issuable upon the conversion hereof.

“ *Conversion Price* ” shall have the meaning assigned thereto in Section 2(d)(i).

“ *Event of Default* ” shall have the meaning assigned to such term in Section 5.

“ *Exchange Act* ” means the Securities Exchange Act of 1934, as amended.

“ *Existing Debt* ” shall mean the obligations of the Company to Himmil Investments evidenced by the Promissory Note, dated October 20, 2014, in the principal amount of $150,000, issued in favor of Himmil Investments Ltd.

“ *Family Member* ” means, with respect to any Person, any parent, spouse, child, brother, sister or any other relative with a relationship (by blood, marriage or adoption) not more remote than first cousin to such Person.

“ *Interest* ” shall have the meaning assigned to such term in Section 2(b).

“ *Interest Payment Date* ” shall mean each August 31, November 30, February 28, and May 31 until the Maturity Date or the earlier prepayment in full of all Principal and Interest hereunder, and the Maturity Date.

“ *Issue Date* ” means as of ___________, 2014.

“ *Material Adverse Effect* ” shall have the meaning assigned to such term in Section 3(c).

“ *Maturity Date* ” means December 31, 2016 unless extended by the Holder in accordance with the terms hereof.

“ *Person* ” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint stock company, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“Proceeds” means all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the sale, exchange, assignment or other disposition of Collateral.

“ *SEC* ” means the United States Securities and Exchange Commission.

“ *Subsidiaries* ” means, with respect to any specified Person, any other Person (1) whose board of directors or similar governing body, or a majority thereof, may presently be directly or indirectly elected or appointed by such specified Person, (*2*) whose management decisions and corporate actions are directly or indirectly subject to the present control of such specified Person, or (3) whose voting securities are more than 50% owned, directly or indirectly, by such specified Person.

2. Principal; Interest; Prepayment; Conversion; Forced Conversion Maturity Date Redemption Options .

(a) Principal . Subject to Sections 2(c) and 2(d) hereof, the entire unpaid Principal shall be paid in Dollars on the Maturity Date. Promptly following the payment in full of this Note, including all accrued and unpaid Interest and any other amounts owing hereunder, the Holder shall surrender this Note to the Company for cancellation.

(b) Interest . Subject to Sections 2(c) and 2(d) hereof, Interest on the Note (" *Interest* "), during the period from the Issue Date through the Maturity Date, shall accrue on the Principal of the Note at a rate equal to 12.0% per annum (" *Initial Interest Rate* ") in cash and 12.0% in stock per annum based upon $0.10 (ten) cents per share. Additionally the Note Holder will be granted an option to elect to receive the cash portion of the quarterly interest payment in stock at the $0.10 (ten) cents per share pricing provided they give the Company notice of this election 10 business days prior to the interest payment. In absence of such notice to the Company, the interest will be paid based upon 12.0% per annum (" *Initial Interest Rate* ") in cash and 12.0% in stock. Interest shall be computed on the basis of a 360-day year applied to actual days elapsed. Notwithstanding the foregoing anything in this Note to the contrary, upon the occurrence, and during the continuation, of an Event of Default, the Initial Interest Rate shall be increased by 3.0% per annum to 15.0% per annum and shall be payable by the Company on demand. Interest shall be paid in arrears by the Company on each Interest Payment Date and the Maturity Date. The rate of interest payable under the Note from time to time shall in no event exceed the maximum rate, if any, permissible under applicable law. If the rate of interest payable under the Note is ever reduced as a result of the preceding sentence and at any time thereafter the maximum rate permitted by applicable law shall exceed the rate of interest provided hereunder, then the rate provided for hereunder shall be increased to the maximum rate permitted by applicable law for such period as required so that the total amount of interest received by the Holders is that which would have been received by the Holders but for the operation of the preceding sentence.

(c) Prepayment . The Principal of the Notes may be prepaid by the Company, in whole or in part, without penalty or premium so long as:

i) The Note has been issued for a period of not less than 6 months

Or

ii) The Company has cleared a registration statement allowing the underlying Common Stock to being converted without resale restrictions.

Any prepayment shall be subject to a 7 day written notice period during which the Note Holder may elect to instead convert all or any portion of the Note to the underlying common security.

(d) Conversion . The Principal and Interest on this Note shall be convertible, in the absolute and sole discretion of the Holder, into shares of Company Common Stock, as provided in this Section 2(d).

(i) Subject to the provisions of this Section 2(d), the Holder, before, during, or after any Event of Default, shall have right, but not the obligation, at any time and from time to time, to convert all or any portion of the Principal and Interest into fully paid and non-assessable shares of Company Common Stock, in the sole and absolute discretion of the Holder, at the Conversion Price (as hereinafter defined). For purposes hereof, the term " *Conversion Price* " shall mean $0.10 per share, subject to adjustment as provided herein.

In the event that the Company, is participating in the Depository Trust Company (" *DTC* ") Fast Automated Securities Transfer (" *FAST* ") program, if the Shares are either registered for resale or otherwise eligible for sale by the Holder under Rule 144, upon request of the Holder and in lieu of delivering physical certificates representing the Company Common Stock, issuable upon conversion or exchange, the Company shall use its best efforts to cause its transfer agent to electronically transmit the shares of Company Common Stock, issuable upon conversion to the Holder by crediting the account of Holder's prime broker with DTC through its Deposit Withdrawal Agent Commission (" *DWAC* ") system. Shares of Company Common Stock, upon conversion will be delivered to the Holder if in physical form, or as directed if delivered by means of the DWAC system, within five (5) Trading Days (as hereinafter defined) (" *Delivery Due Date* ") from the date the Notice of Conversion is received by the Company. " *Trading Day* " shall mean any day on which the OTCBB and/or OTCQB and/or OTCQX, or other applicable trading market (the " *OTCBB* "), or on the principal securities exchange or other securities market on which either company's Common Stock is then being traded, is open for business.

(ii) This Note shall be convertible or exchangeable at any time and from time to time until the repayment in full of this Note by submitting to the Company a notice of conversion or exchange, a form of which is attached hereto as Annex A (by facsimile or other reasonable means of communications, to the attention of the Chief Executive Officer) dispatched on a Trading Day prior to 5:00pm New York, New York local time (a " *Conversion Date* "). On each Conversion Date and in accordance with its notice of conversion, the Holder shall make the appropriate reduction to the Interest due and payable and then the Principal due and payable and on such date shall provide written notice thereof to the Company as well as a description of the derivation thereof. Pursuant to the terms of the notice of conversion, the Company shall issue instructions to the transfer agent accompanied by an opinion of counsel to the Company, if required, in accordance with the notice of conversion as soon as reasonably practicable thereafter. In the case of the exercise of the conversion rights set forth herein, the Conversion Shares shall be deemed to have been issued upon the date of the receipt by the Company of the notice of conversion pursuant to which such Conversion Shares shall be issued. The Holder shall be treated for all purposes as the holder of record of such Conversion Shares unless the Holder provides the Company written instructions to the contrary or as otherwise required by law.

(iii) (A) The number of Conversion Shares to be issued upon each conversion of this Note shall be determined by dividing the portion of the Interest and/or Principal to be converted by the then applicable Conversion Price.

(B) If the Company shall at any time from the Issue Date through the repayment of this Note in full or the earlier conversion in full hereof, by reclassification or otherwise, change the Company Common Stock, into the same or a different number of securities of any class or classes, or effects a split or reverse split of the Company Common Stock, this Note, as to the unpaid Principal and Interest, shall thereafter be deemed to evidence the right to purchase an adjusted number of such securities and kind of securities as would have been issuable as a result of such change with respect to the Company Common Stock, if the Holder held such Conversion Shares prior to such change. Whenever any event referenced in the first sentence of this paragraph (B) shall become effective or be earlier approved by the Board of Directors of the Company, the Company shall promptly mail by registered or certified mail, return receipt requested, to the Holder of this Note notice of such adjustment or adjustments setting forth the number of shares of Company Common Stock (and other securities or property) issuable upon the conversion of this Note and the Conversion Price (and other securities or property) after such adjustment, setting forth a brief statement of the facts requiring such adjustment and setting forth the computation by which such adjustment was made. Such notice, in the absence of manifest error, shall be conclusive evidence of the correctness of such adjustment.

(iv) The Company covenants that until the repayment in full of this Note or the earlier conversion in full hereof, the Company will, reserve from its authorized and unissued common stock a sufficient number of shares, free of preemptive rights, to provide for the issuance of the Conversion Shares upon the full conversion of this Note (the " *Reserved Amount* "). The Company represents that, upon such issuance, such Conversion Shares shall be duly and validly issued, fully paid, and nonassessable. In addition, if the Company shall issue any securities or make any change to its capital structure which would change the number of Conversion Shares into which this Note shall be convertible at the then current Conversion Price, the Company shall, at the same time make proper provision so that thereafter there shall be a sufficient number of Conversion Shares authorized and reserved, free from preemptive rights, for conversion of the outstanding Notes. The Company agrees that its issuance of this Note shall constitute full authority to the respective officers and agents of the Company who are charged with the duty of executing certificates, if any, to execute and issue the necessary for Conversion Shares in accordance with the terms and conditions of this Note.

(v) Upon any partial conversion of this Note, a new Note containing the same date, terms, and provisions shall, at the request of the Holder, be issued by the Company to the Holder for the Principal balance of this Note and the Interest which shall not have theretofore been converted or paid.

(vi) No fraction of a share of Company Common Stock or scrip representing a fraction of a share of Company Common Stock will be issued upon conversion, but the number of such shares issuable shall be rounded to the nearest whole share.

(vii) In the event that the shares of Company Common Stock, issuable upon conversion hereof, shall not be received by Holder on or prior to the Delivery Due Date, within five days business thereafter and every five business days thereafter until such delivery, the Company shall pay to the Holder, as liquidated damages and not as a penalty, an amount in cash by means of certified or official bank check delivered to the address of the Holder or as otherwise directed thereby in accordance with this Note, equal to $100 per day until such Conversion Shares are received by the Holder. In addition, if the Conversion Shares are either registered for resale by the Holder or are eligible for immediate resale under Rule 144, if the Company fails for any reason to deliver to the Holder such certificate or certificates by the Delivery Due Date pursuant to Section 2(d)(i), and if after such Delivery Due Date the Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Company Common Stock, to deliver in satisfaction of a sale by the Holder of the Conversion Shares which the Holder was entitled to receive upon the conversion relating to such Delivery Due Date (a " Buy-In "), then the Company shall (A) pay in cash to the Holder (in addition to any other remedies available to or elected by the Holder) the amount, if any, by which (x) the Holder's total purchase price (including any brokerage commissions) for the applicable Common Stock so purchased exceeds (y) the product of (1) the aggregate number of shares of the applicable Common Stock that the Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of the Holder, either reissue (if surrendered) this Promissory Note in a principal amount equal to the principal amount of the attempted conversion (in which case such conversion shall be deemed rescinded) or deliver to the Holder the number of shares of the applicable Common Stock that would have been issued if the Company had timely complied with its delivery requirements under Section 2(d)(i). For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted conversion of this Promissory Note with respect to which the actual sale price of the Conversion Shares (including any brokerage commissions) giving rise to such purchase obligation was a total of $10,000 under clause (A) of the immediately preceding sentence, the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing shares of Company upon conversion of this Note as required pursuant to the terms hereof.

(viii) The Company shall not effect any conversion of this Note, and a Holder shall not have the right to convert any portion of this Note, pursuant to Section 2(d) or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Notice of Conversion, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates), would beneficially own in excess of the Beneficial Ownership Limitation (as hereinafter defined). For purposes of the foregoing sentence, the number of shares of either Company Common Stock beneficially owned by the Holder and its Affiliates shall include the number of shares of Company Common Stock, issuable upon conversion of this Note with respect to which such determination is being made, but shall exclude the number of shares of Company Common Stock, which would be issuable upon (i) exercise of the remaining, unconverted portion of this Note beneficially owned by the Holder or any of its Affiliates and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates. Except as set forth in the preceding sentence, for purposes of this Section 2(d)(viii), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(d)(viii) applies, the determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Note is convertible shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Note is convertible (in relation to other securities owned by the Holder together with any Affiliates) and of which portion of this Note is convertible, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(d)(viii), in determining the number of outstanding shares of Company Common Stock, a Holder may rely on the number of outstanding shares of Company Common Stock, as reflected in (A) the Company's most recent periodic or annual report filed with the SEC, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the transfer agent setting forth the number of shares of Company Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Business Days confirm orally and in writing to the Holder the number of shares of Company Common Stock then outstanding. In any case, the number of outstanding shares of Company Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Note, by the Holder or its Affiliates since the date as of which such number of outstanding shares of Company Common Stock was reported. The " *Beneficial Ownership Limitation* " shall be 4.99% (subject to the proviso below) of the number of shares of the Company Common Stock, outstanding immediately after giving effect to the issuance of shares of Company Common Stock, issuable upon conversion of this Note. The Holder, upon not less than 61 days' prior notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(d)(viii) but in no event above 9.99% of the number of shares of the Company Common Stock, outstanding immediately after giving effect to the issuance of shares of Company Common Stock issuable upon conversion of this Note. Any such increase or decrease will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(d)(viii) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Note.

(ix) Nothing contained in this Note shall be construed as conferring upon the Holder or any other person or entity the right to vote or to consent or to receive notice as a shareholder in respect of meeting of shareholders for the election of directors of the Company or any other matters or any rights whatsoever as a shareholder of the Company; and no dividends shall be payable or accrued in respect of this Note.

(a) Forced Conversion by Company . Upon the Common Stock of Realbiz trading at a 150% premium to the conversion price (i.e. 25 cents per share) for a consecutive period of 20 days then the Company will have the right to force conversion of the Note provided either of the following conditions is met:

i) The Note has been issued for a period of not less than 6 months

Or

ii) The Company has cleared a registration statement allowing the underlying Common Stock to being converted without resale restrictions.

(b) Maturity Date. Upon Maturity the Company may elect to redeem this note by either:

i) Repaying all principal and interest

Or

ii) Electing to issue shares equal to the outstanding principal and interest at maturity based upon a share price equal to 80% of the 10 day closing average immediately preceding the maturity date.

3. Representations, Warranties and Covenants of the Company . The Company represents, warrants and covenants to the Holder that:

(a) (i) The Company Common Stock has been registered under Section 12(g) of the Exchange Act and the Company is subject to the periodic reporting requirements of Section 13 of the Exchange Act. The Company has made available to the Holder true, complete, and correct copies of all forms, reports, schedules, statements, and other documents required to be filed by it under the Exchange Act, as such documents have been amended since the time of the filing thereof (collectively, including all forms, reports, schedules, statements, exhibits, and other documents filed by the Company therewith, the " *SEC Documents* "). The SEC Documents, including, without limitation, any financial statements and schedules included therein, at the time filed or, if subsequently amended, as so amended, (i) did not contain any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein not misleading and (ii) complied in all respects with the applicable requirements of the Exchange Act and the applicable rules and regulations thereunder. The SEC Documents constitute all of the documents required to be filed by the Company with the SEC, including under Section 13 or subsections (a) or (c) of Section 14 of the Exchange Act, through the date of this Agreement. The SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder when filed. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the staff of the SEC with respect to any of the SEC Documents.

(ii) The Chief Executive Officer and the Chief Financial Officer of the Company has signed, and the Company has furnished to the SEC, all certifications required by Sections 302 and 906 of the Sarbanes-Oxley Act of 2002; such certifications contain no qualifications or exceptions to the matters certified therein and have not been modified or withdrawn; and neither the Company nor any of its officers has received notice from any governmental entity questioning or challenging the accuracy, completeness, form or manner of filing or submission of such certifications.

(iii) The Company has heretofore made available to the Buyer complete and correct copies of all certifications filed with the SEC pursuant to Sections 302 and 906 of Sarbanes-Oxley Act of 2002 and hereby reaffirms, represents and warrants to the Buyer the matters and statements made in such certificates.

(b) At the date hereof:

(i) the Common Stock is eligible to trade and be quoted on, and is quoted on, the OTCBB and has received no notice or other communication indicating that such eligibility is subject to challenge or review by the any applicable regulatory agency, electronic market administrator, or exchange;

(ii) the Company has and shall have performed or satisfied all of its undertakings to, and of its obligations and requirements with, the SEC; and

(iii) the Company has not, and shall not have taken any action that would preclude, or otherwise jeopardize, the inclusion of the Common Stock for quotation on the OTCBB.

(c) The Company has no Subsidiaries or Affiliates or owns any interest in any other enterprise (whether or not such enterprise is a corporation). The Company and each Subsidiary has been duly organized and is validly existing as a corporation in good standing under the laws of its state of incorporation with full power and authority (corporate and other) to own, lease and operate its respective properties and conduct its business; the Company and each Subsidiary is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the ownership or leasing of its respective properties or the conduct of its respective business requires such qualification, except where the failure to be so qualified or be in good standing would not have a material adverse effect on its business, prospects, condition (financial or otherwise), and results of operations of the Company taken as a whole ("Material Adverse Effect"); no proceeding has been instituted in any such jurisdiction, revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power and authority or qualification; the Company and each Subsidiary is in possession of, and operating in compliance with, all authorizations, licenses, certificates, consents, orders and permits from state, federal, foreign and other regulatory authorities that are material to the conduct of its business, all of which are valid and in full force and effect; neither the Company nor any Subsidiary is in violation of its governing documents or in default in the performance or observance of any obligation, agreement, covenant or condition contained in any material bond, debenture, note or other evidence of indebtedness, or in any material lease, contract, indenture, mortgage, deed of trust, loan agreement, joint venture or other agreement or instrument to which it is a party or by which it or its properties or assets may be bound, which violation or default would have a Material Adverse Effect on the business, prospects, financial condition or results of operations of the Company taken as a whole; and neither the Company nor any Subsidiary is in violation of any law, order, rule, regulation, writ, injunction, judgment or decree of any court, government or governmental agency or body, domestic or foreign, having jurisdiction over the Company or such Subsidiary or over its properties or assets, which violation would have a material adverse effect on the business, prospects, financial condition or results of operations of the Company taken as a whole.

(d) The Company has all requisite power and authority to execute, deliver, and perform each of the Company Transaction Documents. All necessary proceedings of the Company have been duly taken to authorize the execution, delivery, and performance of each of the Company Transaction Documents thereby. Each of the Company Transaction Documents has been duly authorized, executed, and delivered by the Company, constitutes the legal, valid, and binding obligation of the Company, and is enforceable as to the Company in accordance with its respective terms. Except as otherwise set forth in this Agreement, no consent, authorization, approval, order, license, certificate, or permit of or from, or declaration or filing with, any federal, state, local, or other governmental authority or any court or other tribunal is required by the Company for the execution, delivery, or performance of any Company Transaction Document thereby. No consent, approval, authorization or order of, or qualification with, any court, government or governmental agency or body, domestic or foreign, having jurisdiction over the Company or over its properties or assets is required for the execution and delivery of any Company Transaction Document and the consummation by the Company of the transactions herein and therein contemplated, except such as may be required under the Securities Act or under state or other securities or blue sky laws all of which requirements have been, or in accordance therewith will be, satisfied in all material respects. No consent of any party to any material contract, agreement, instrument, lease, license, arrangement, or understanding to which the Company is a party, or to which its or any of its respective businesses, properties, or assets are subject, is required for the execution, delivery, or performance of any Company Transaction Document; and the execution, delivery, and performance of the Company Transaction Documents will not violate, result in a breach of, conflict with, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or call a default under, entitle any party to receive rights or privileges that such party was not entitled to receive immediately before the Company Transaction Documents were executed under, or create any obligation on the part of the Company to which it was not subject immediately before the Company Transaction Documents were executed under, any term of any such material contract, agreement, instrument, lease, license, arrangement, or understanding, or violate or result in a breach of any term of the certificate of incorporation or by-laws of the Company or (if the provisions of this Agreement are satisfied) violate, result in a breach of, or conflict with any law, rule, regulation, order, judgment, decree, injunction, or writ of any court, government or governmental agency or body, domestic or foreign, having jurisdiction over the Company or over its properties or assets.

(e) No shares of Common Stock of the Company are subject to preemptive rights or any other similar rights.

(i) The authorized capital stock of the Company consists of 250,000,000 shares of Company Common Stock, par value $0.00001 per share, of which 86,432,345 shares are issued and outstanding.

(ii) Each of such outstanding shares of Company Common Stock is duly and validly authorized, validly issued, fully paid, and nonassessable, has not been issued and is not owned or held in violation of any preemptive or similar right of stockholders. Except as set forth in the SEC Documents, (i) there is no commitment, plan, or arrangement to issue, and no outstanding option, warrant, or other right calling for the issuance of, any share of capital stock of, or any security or other instrument convertible into, exercisable for, or exchangeable for capital stock of, the Company, and (ii) there is outstanding no security or other instrument convertible into or exchangeable for capital stock of the Company. When delivered by the Company in accordance with the terms of this Agreement, the Conversion Shares will be duly and validly issued and fully paid and nonassessable, and will be sold free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest of any kind; and no preemptive or similar right, co-sale right, registration right, right of first refusal or other similar right of stockholders exists with respect to any of the Conversion Shares or the issuance and sale thereof. No further approval or authorization of any stockholder, the Board of Directors of the Company, or others is required for the issuance and sale or transfer of the Conversion Shares, except as may be required under the Securities Act, the rules and regulations promulgated thereunder or under state or other securities or blue sky laws. The Company has no stock option, stock bonus and other stock plans or arrangements.

(f) Since the date of the most recently filed Annual Report on Form 10-K of the Company, except as set forth in SEC Documents subsequently filed by the Company, there has not been (i) any material adverse change in the business, prospects, financial condition or results of operations of the Company (together with the Subsidiaries thereof taken as a whole), (ii) any transaction committed to or consummated that is material to the Company and its Subsidiaries taken as a whole, (iii) any obligation, direct or contingent, that is material to the Company and its Subsidiaries taken as a whole, incurred thereby, except such obligations as have been incurred in the ordinary course of business, (iv) any change in the outstanding capitalization or outstanding indebtedness of the Company thereof that is material thereto (in the case of the Company, together with its Subsidiaries taken as a whole), (v) any dividend or distribution of any kind declared, paid, or made on the capital stock of the Company, or (vi) any loss or damage (whether or not insured) to the property of the Company which has a material adverse effect on the business, prospects, condition (financial or otherwise), or results of operations thereof.

4. Covenants of the Company.

The Company covenants and agrees with the Holder as follows:

(a) Affirmative Covenants. The Company covenants and agrees with the Holder as follows:

(i) Preserve and maintain its and each Subsidiary's existence as a corporation and in good standing in the jurisdiction of its formation, and qualify and remain qualified as a corporation in each jurisdiction in which such qualification is required.

(ii) Maintain, keep and preserve adequate records and books of account, in which complete entries will be made in accordance with generally accepted accounting principles (with a reconciliation to United States generally accepted accounting principles, if not prepared in accordance therewith) consistently applied, reflecting all financial transactions of the Company and its Subsidiaries.

(iii) Timely file all reports required to be filed by a company subject to the reporting requirements of Section 13 of the Exchange Act, even if the company is not then subject to such reporting requirements.

(iv) Continue to conduct in an efficient and economical manner a business of the same general type as conducted by the Company (and its Subsidiaries) on the date of this Note.

(v) Comply in all respects with all applicable laws, rules, regulations and orders, including, without limitation, paying before the same become delinquent all taxes, assessments, and governmental charges imposed upon it or upon its property unless such taxes, assessments and governmental charges are being diligently contested, in good faith, by the Company.

(vi) Promptly defend or prosecute, after the commencement thereof or notice thereof, all actions, suits and proceedings before any courts or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, affecting the Company or any Subsidiary, the adverse outcome of which could have a Material Adverse Effect.

(vii) As soon as possible and in any event within ten (10) days after the occurrence of each Event of Default, send to the Holder a written notice setting forth the details of such Event of Default and the action which is proposed to be taken by the Company with respect thereto.

(viii) Promptly after the furnishing thereof, send to the Holder copies of any statements or report furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement not otherwise required to be furnished to the Holder pursuant to any other clause of this Section.

(ix) Utilize the proceeds of this Note solely for the following: (i) capital expenditures; (ii) working capital and general corporate purposes; and (iii) fees and expenses related to the loan evidenced by this Note.

(x) If at any time:

(A) the Company shall take a record of the holders of its respective common stock for the purpose of entitling them to receive a dividend or other distribution, or any right to subscribe for or purchase any evidences of its indebtedness, any shares of stock of any class or any other securities or property, or to receive any other right, or

(B) there shall be any capital reorganization of the Company, any reclassification or recapitalization of the capital stock of the Company or any consolidation or merger of the Company with, or any sale, transfer or other disposition of all or substantially all the property, assets or business of the Company to, another corporation or,

(C) there shall be a voluntary or involuntary dissolution, liquidation or winding up of the Company;

then, in any one or more of such cases, the Company shall give to Holder (1) at least thirty (30) days' prior written notice of the date on which a record date shall be selected for such dividend, distribution or right or for determining rights to vote in respect of any such reorganization, reclassification, merger, consolidation, sale, transfer, disposition, liquidation or winding up, and (2) in the case of any such reorganization, reclassification, merger, consolidation, sale, transfer, disposition, dissolution, liquidation or winding up, at least thirty (30) days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause also shall specify (x) the date on which any such record is to be taken for the purpose of such dividend, distribution or right, the date on which the holders of such common stock shall be entitled to any such dividend, distribution or right, and the amount and character thereof, and (y) the date on which any such reorganization, reclassification, merger, consolidation, sale, transfer, disposition, dissolution, liquidation or winding up is to take place and the time, if any such time is to be fixed, as of which the holders of such common stock shall be entitled to exchange their shares of common stock for securities or other property deliverable upon such disposition, dissolution, liquidation or winding up. Each such written notice shall be sufficiently given if addressed to Holder at the last address of Holder appearing on the books of the Company and delivered in accordance with this Note.

(b) Negative Covenants. The Company covenants and agrees with the Holder that it shall not:

(i) Create, incur, assume or suffer to exist any Lien upon or with respect to any of its properties, now owned or hereafter acquired, except:

(A) Liens in favor of the Holder;

(B) Liens for taxes or assessments or other government charges or levies not yet due and payable or, if due and payable, contested in good faith by appropriate proceeding and for which appropriate reserves are maintained;

(C) Liens, deposits or pledges to secure the performances of bids, tenders, contracts (other than contracts for the payment of money), leases (permitted under the terms of this Note) or public or statutory obligations; surety, stay, appeal, indemnity, performance or other similar bonds; or other similar obligations arising in the ordinary course of business;

(D) Purchase-money liens on any property hereafter acquired or the assumption of any lien on property existing at the time of such acquisition, or a lien incurred in connection with any conditional sale or other title retention agreement or a capital lease; provided that: (1) any property subject to any of the foregoing is acquired by the Company in the ordinary course of business and the lien on any such property is created contemporaneously with, or prior to, such acquisition; (2) the obligation secured by any Lien so created, assumed or existing shall not exceed fifty percent (50%) of the lesser of cost or fair market value as of the time of acquisition of the property covered thereby to the Company, except for liens existing before the date of this Agreement; (3) each such lien shall attach only to the property so acquired and fixed improvements thereon; (4) the debt secured by all such liens shall not exceed US$250,000 at any time outstanding in the aggregate except for debt existing prior to the date of this Note and Liens pursuant to this Note; and (5) the obligation secured by such lien is permitted by the provisions of the Section 4(b)(ii); and

(E) the Existing Lien.

5. Representations, Warranties and Covenants of Subscriber . Subscriber in connection with, and in consideration of, the sale of up to One Million dollars ($1,000,000) of the Convertible Promissory Note entitling the holder a conversion privilege for up to a 2 year period into shares of RealBiz Media Group Inc. to the undersigned, the undersigned hereby represents and warrants to the Company and its officers, directors, employees, agents and shareholders that the undersigned:

(a) Has had the opportunity to review the Company's filings with the Securities and Exchange Commission, at: http://www.sec.gov/Archives/edgar/data/1430523/000114420414055956/v388430_10q.htm including a copy of Realbiz's Annual Report on Form 10-K for the year ended October 31, 2013 **.**

(b) Has had an opportunity to review and ask questions of an officer of Realbiz concerning the materials and information relating to this offering, and desires no further information respecting the offering.

(c) Realizes that Realbiz has incurred losses since its inception and must raise additional funds to support its operations.

(d) Realizes and accepts the personal financial risk attendant to the fact that that purchase of the Convertible Note represents a speculative investment involving a high degree of risk, and should not be purchased by any persons not prepared to lose their entire investment.

(e) Can bear the economic risk of an investment in the Convertible Note and the underlying securities for an indefinite period of time, can afford to sustain a complete loss of such investment, has no need for liquidity in connection with an investment in the Convertible Note , and can afford to hold the Convertible Note indefinitely.

(f) Realizes that there will be a limited market for the Convertible Note and the underlying securities, and that there are significant restrictions on the transferability of such Convertible Note and the underlying common shares they are convertible into.

(g) Realizes that neither the Convertible Note nor the and the underlying securities have been registered for sale under the Securities Act of 1933, as amended (the " Act "), or applicable state securities laws (the "State Laws"), and they may be sold only pursuant to registration under the Act and State Law, or an opinion of counsel that such registration is not required.

(h) Is experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Convertible Note and does not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, has a knowledgeable representative whom such investor intends to use in connection with a decision as to whether to purchase the Convertible Note). Is acquiring the Convertible Note and the underlying securities for the undersigned's own beneficial account, for investment purposes only and not with a view to, or resale in connection with, any distribution of the securities.

(i)Holder is duly organized, validly existing and in good standing under the laws of its state of organization, with all necessary power and authority to execute and deliver this Note, to perform its obligations thereunder, and to consummate the transactions contemplated hereby.

(j)The execution, delivery and performance of this Note has been duly and validly authorized by the Board of Directors and stockholders of Holder, as required; and Holder has the full legal right, power and authority to execute and deliver this Note and to consummate the transactions contemplated hereby. No further corporate authorization is necessary on the part of Holder to consummate the transactions contemplated hereby.

6. Events of Default . If one or more of the following events ("Events of Default") shall have occurred and be continuing:

(a) the Company shall fail to pay any Principal of, or Interest on, this Note, or any fees or any other amount payable hereunder within five (5) days of the due date of such payment;

(b) the Company shall fail to observe or perform any material covenant or agreement of this Note or in any document delivered pursuant hereto;

(c) any material representation, warranty, certification or statement made by the Company in this Note or in any document delivered pursuant hereto shall prove to have been incorrect in any material respect when made (or deemed made);

(d) a judgment or order for the payment of money in excess of $250,000 shall be rendered against the Company and such judgment or order shall continue unsatisfied and unstayed for a period of ten (10) days;

(e) the Company shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(f) an involuntary case or other proceeding shall be commenced against the Company seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed for a period of 60 days; or an order for relief shall be entered against the Company, under the federal bankruptcy laws as now or hereafter in effect;

(g) a judgment or order for the payment of money shall be rendered against any the Company and such judgment or order shall continue unsatisfied and unstayed for a period of ten (10) days;

(h) there shall have occurred any Change in Control;

(i) the Company shall (i) cease to be subject to the periodic reporting requirements under the Exchange Act, or (ii) fail to comply in all material respects therewith for in excess of 30 days; or

(j) the Company shall (i) fail to maintain quotation or listing of their respective Common Stock on the OTCBB or an equivalent replacement exchange which requires the filing of Exchange Act reports as a condition of listing or quotation, for any period of 30 days or longer or (ii) be suspended from trading on any electronic quotation system upon which such Common Stock may be quoted for any period of time.

Then, and in every such event, any Holder may, by written notice to the Company, declare the Principal (together with accrued Interest thereon and all other amounts owing hereunder) to be, and the Principal (together with accrued Interest thereon and all other amounts owing hereunder) shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company; provided, that in the case of any of the Events of Default specified in clause (e), (f), or (i) above, without any notice to the Company or any other act by any Holder, the Principal (together with accrued Interest thereon and all other amounts owing hereunder) shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company.

7. Payments; Extension of Maturity . All payments of Principal and Interest (and all other amounts owing hereunder) to be made by the Company in respect of this Note shall be made in Dollars by wire transfer to an account designated by the Holder by written notice to the Company. All amounts payable under the Notes shall be paid free and clear of, and without reduction by reason of, any deduction, setoff, or counterclaim. If the Principal and accrued and unpaid Interest become due and payable on any day other than a Business Day, the Maturity Date shall be extended to the next succeeding Business Day, and to such payable amounts shall be added the Interest which shall have accrued during such extension period at the rate per annum herein specified.

8. Replacement of Note . Upon receipt by the Company of evidence satisfactory to it of the loss, theft, destruction or mutilation of this Note, and (in case of loss, theft or destruction) of indemnity reasonably satisfactory to it, and upon reimbursement to the Company of all reasonable expenses incidental thereto, and (if mutilated) upon surrender and cancellation of this Note, the Company shall make and deliver to the Holder a new note of like tenor in lieu of this Note. Any replacement note made and delivered in accordance with this Section 8 shall be dated as of the date hereof.

9. Remedies .

(a) Upon the occurrence of an Event of Default, Principal then outstanding of, and the accrued and unpaid Interest on, the Notes shall automatically become immediately due and payable without presentment, demand, protest, or other formalities of any kind, all of which are hereby expressly waived by the Company, and the Holder may pursue and enforce all of the rights and remedies provided to a secured creditor with respect to the Collateral under the UCC.

(b) The Holder may institute such actions or proceedings in law or equity as it shall deem expedient for the protection of its rights and may prosecute and enforce its claims against all assets of the Company, and in connection with any such action or proceeding shall be entitled to receive from the Company payment of the principal amount of this Note plus accrued interest to the date of payment plus reasonable expenses of collection, including, without limitation, attorneys' fees and expenses.

(c) Upon the occurrence of an Event of Default, the Holder may pursue any other rights or remedies available to Holder at law or in equity.

10. Costs and Expenses . The Company shall be responsible for all expenses incurred by any holder in connection with the Notes, including the costs of collection.

11. No Waivers by Delay or Partial Exercise . No delay by Holder in exercising any powers or rights hereunder shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof, or the exercise of any other power or right hereunder or otherwise.

12. Further Assurances . Each party agrees to execute such other documents, instruments, agreements and consents, and take such other actions as may be reasonably requested by the other parties hereto to effectuate the purposes of this Note.

13. Notices . All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next Business Day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent as follows:

If to the Company:

RealBiz Media Group, Inc.
2690 Weston Road, Suite 200
Weston, FL 33331
Attention: William Kerby
Telecopy: 888-693-0961

If to the Holder :

____

____

____

____

or to such other address or telecopy number as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

14. Amendments and Waivers . No modification, amendment or waiver of any provision of, or consent required by, this Note, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by each of the Company and a Holder Majority. Such modification, amendment, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

15. Exclusivity and Waiver of Rights . No failure to exercise and no delay in exercising on the part of any party, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any other rights or remedies provided by law.

16. Invalidity. Any term or provision of the Notes shall be ineffective to the extent it is declared invalid or unenforceable, without rendering invalid or enforceable the remaining terms and provisions of the Notes.

17. Headings. Headings used in the Notes are inserted for convenience only and shall not affect the meaning of any term or provision of the Notes.

18. Counterparts. This Note may be executed in one or more counterparts, each of which shall be deemed an original instrument, but all of which collectively shall constitute one and the same agreement.

19. Assignment. The Notes and the rights and obligations hereunder shall not be assignable or transferable by the Company without the prior written consent of a Holder Majority. The Holder may assign this Note and the rights and obligations hereunder without the prior written consent of the Company. Any instrument purporting to make an assignment in violation of this Section 20 shall be void.

20. Survival. Unless otherwise expressly provided herein, all representations warranties, agreements and covenants contained in this Note shall survive the execution hereof and shall remain in full force and effect until the payment in full of all Principal and accrued and unpaid Interest and all other amounts owing under the Notes.

21. Miscellaneous. This Note shall inure to the benefit of the Company and the Holder, and all their respective successors and permitted assigns. Nothing in this Note is intended or shall be construed to give to any other person, firm or corporation any legal or equitable right, remedy or claim under or in respect of this Note or any provision herein contained.

22. GOVERNING LAW. THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS).

23. CONSENT TO JURISDICTION. THE COMPANY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND OF THE FEDERAL COURTS SITTING IN THE STATE OF FLORIDA. THE COMPANY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY MUST BE LITIGATED EXCLUSIVELY IN ANY SUCH STATE OR FEDERAL COURT THAT SITS IN THE CITY OF FT. LAUDERDALE, AND ACCORDINGLY, THE COMPANY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH LITIGATION IN ANY SUCH COURT.

24. WAIVER OF JURY TRIAL. THE COMPANY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE. THE COMPANY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE HOLDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE HOLDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE HOLDER HAS BEEN INDUCED TO ENTER INTO THIS NOTE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 24.

25. Powers and Remedies Cumulative; Delay or Omission Not Waiver of Event of Default. No right or remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other right or remedy available to Holder under applicable law, and every such right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy. No delay or omission of the Holder to exercise any right or power accruing upon any Event of Default occurring and continuing as aforesaid shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Note or by law may be exercised from time to time, and as often as shall be deemed expedient, by the Holder.

26. Severability. In case any provision of this Note is held by a court of competent jurisdiction to be excessive in scope or otherwise invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, so that it is enforceable to the maximum extent possible, and the validity and enforceability of the remaining provisions of this Note will not in any way be affected or impaired thereby.

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IN WITNESS WHEREOF , the undersigned has executed this Note as of the date first above written.

REALBIZ MEDIA GROUP, INC.

By: ______________________________

Name: William Kerby
Title: Chief Executive Officer

Payment for Purchase of the Note by ___________ in the amount of **$ ___ ,000** is being made either:

a. Wiring payment of the Subscription Price to the account set forth below:
Bank Name: Bank of America, N.A.
Bank Address: 401 E Las Olas Blvd 9th Floor
Ft. Lauderdale, FL 33301
Ph: 888-400-9009
ABA #026009593
Swift #BOFAUS3N
Account Title: Realbiz Media Group, Inc.
Account # 898052341466

OR

b. By mailing a certified check, payable to Realbiz Media Group Inc. 2690 Weston Road, Weston Florida 33331 attn. Bill Kerby.

In either case, the undersigned agrees to execute this Subscription Agreement and if by mail, send to:

Realbiz Media Group, Inc
2690 Weston Road, Suite 200
Weston Florida 33331
Attn: Bill Kerby

If by facsimile to:

954-888-9082 Attn: Bill Kerby.

Consummation of the sale of the Securities to the undersigned and to all other Investors in connection with the offering of a maximum of $1,000,000 of Convertible Notes shall be completed on or before December 31st, 2014 (the " Closing Date "), unless such Closing Date shall be extended by the Company in its sole discretion.

ANNEX A

NOTICE OF CONVERSION OR EXCHANGE

The undersigned hereby elects to convert principal and/or interest under the __% Secured Convertible Exchangeable Promissory Note due _________ of RealBiz Media Group, Inc., (the " Company "), into:

/___/ shares of common stock (the " Company Common Stock "), of the Company, each according to the conditions hereof, as of the date written below. If shares of Common Stock are to be issued in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Company in accordance therewith. No fee will be charged to the holder for any conversion, except for such transfer taxes, if any.

By the delivery of this Notice of Conversion or Exchange the undersigned represents and warrants to the Company that its ownership of the Common Stock does not exceed the amounts specified under Section 2(d)(viii) of this Promissory Note, as determined in accordance with Section 13(d) of the Exchange Act.

Conversion calculations:

Date to Effect Conversion or Exchange:

Principal Amount of Debenture to be Converted or Exchanged:

$___________________________

Payment of Interest in Common Stock __ yes __ no

If yes, $_____ of Interest Accrued on Account of Conversion or Exchange at Issue.

Number of shares of Company Common Stock to be issued:

Signature: ____________________________

Name:

Title:

Address for Delivery of Common Stock Certificates:

Or

DWAC Instructions:

Broker No: ______________

Account No: ______________

Exhibit 31.1

SECTION 302 CERTIFICATION

I, William Kerby, certify that:

1. I have reviewed this Quarterly report on Form 10-Q of RealBiz Media Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the unaudited financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of unaudited financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 17, 2015

/s/ William Kerby
William Kerby
Chief Executive Officer

Exhibit 31.2

SECTION 302 CERTIFICATION

I, Adam Friedman, certify that:

1. I have reviewed this Quarterly report on Form 10-Q of Realbiz Media Group, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the unaudited financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of unaudited financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 17, 2015

/s/ Adam Friedman
Adam Friedman
Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. §1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of RealBiz Media Group, Inc. (the “Company”) on Form 10-Q for the fiscal quarter ended January 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, William Kerby, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ William Kerby
William Kerby
Chief Executive Officer
March 17, 2015

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. §1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of RealBiz Media Group, Inc. (the “Company”) on Form 10-Q for the fiscal quarter ended January 31, 2015 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, Adam Friedman, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Adam Friedman
Adam Friedman
Chief Financial Officer
March 17, 2015