

# Authorized User

Application and Agreement

## Definitions and Interpretation

In this document, the following terms have the meanings indicated below:

**“Act”** means the *Real Estate and Business Brokers Act, 2002*, S.O. 2002 c. 30, sched. C, as amended from time to time, and includes all regulations promulgated thereunder and any successor legislation.

**“Agreement”** means the legally binding agreement formed by acceptance by ITSO of this application to become an Authorized User of the MLS® System on the terms and conditions set out in this document.

**“Association”** means the Kitchener-Waterloo Association of REALTORS®.

**“Authorized User”** means a REALTOR® belonging to a Member Association or any person who has been authorized by ITSO to access or use any part of the MLS® Database under the Agreement.

**“ITSO”** means Information Technology Systems Ontario.

**“Member Association”** means all real estate boards and associations that are participating in ITSO who have entered into the MLS® Services Agreement.

**“MLS® System”** means the cooperative selling system operated by ITSO in association with the MLS® trademark, which includes an inventory of listings of participating REALTORS®, and ensures a certain level of accuracy of information, professionalism, and cooperation amongst REALTORS® to affect the purchase and sale of real estate.

**“MLS® System Data”** means any part of the MLS® Database.

**“MLS® Database”** means the database of MLS® listings and trades that forms part of the MLS® System, and includes any and all content gathered, compiled, stored or published by ITSO as part of the MLS® System, in whatever format it is gathered, compiled, stored or published by ITSO, and further includes any and all such content made available by ITSO to Authorized Users, in whatever format it is disseminated to Authorized Users.

**“REALTOR®”** means a real estate salesperson or broker who is a member of a real estate board or association and complies with the REALTOR® Code.

**“Regional MLS® Rules”** means the rules and procedures regarding the ITSO MLS® System as approved and amended by the ITSO board of directors from time to time.

In addition, in this document, (i) the captions and headings are for convenience only and do not constitute substantive matter and are not to be construed as interpreting the contents of this document, (ii) unless otherwise specified, words imparting the singular include the plural and vice versa and words imparting genders include all genders, (iii) the word “including”, the word “includes” and the phrase “such as”, when following a general statement or term (whether or not non-limiting language such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto), is not to be construed as limiting, and the word “or” between two or more listed matters does not imply an exclusive relationship between the matters being connected.









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In making this application to become an Authorized User, I understand and agree that:










01	This is my offer to become an Authorized User based on the information and representations and warranties that I have provided in this form; ITSO will consider my application and, if accepted by ITSO, I will be designated an "Authorized User" hereunder and granted access to the MLS® System and the MLS® Database on the terms set out in the Agreement. ITSO is under no obligation to accept my offer to become an Authorized User and only on acceptance by ITSO, signified by a counter-signature on the last page of this form by an authorized representative of the Association, signing on behalf of ITSO, shall this become a binding contract between me and ITSO.	 Initials
02	In making this application to ITSO to become an Authorized User, I understand and agree that the information that I have provided is accurate, current, and truthful and that providing false or incomplete information will be sufficient grounds to refuse this application or terminate the contract formed by acceptance of this application by ITSO and terminate the Authorized User privileges if already granted.	 Initials
03	I represent and warrant to ITSO and understand that ITSO is relying on the accuracy and truthfulness of such representations and warranties when considering my application to become an Authorized User and entry in to this Agreement with me that: (i) there are no amounts of money owed by me to ITSO that have not been paid, (ii) there are no penalties assessed against me by ITSO that have not been fulfilled; (iii) I am a member in good standing of another real estate board or association in the province of Ontario, the Appraisal Institute of Canada, or the Canadian National Association of Real Estate Appraisers and (iv) I am in good standing of all real estate boards or associations of which I am a member.	 Initials
04	If ITSO accepts this application to become an Authorized User, the contract formed thereby shall be governed by, and will at all times be construed in accordance with, the laws in force in the province of Ontario and the laws of Canada applicable therein, without reference to its conflict of laws principles. Moreover, if any provision of the resulting Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect and ITSO's failure to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right; neither the course of conduct between you and ITSO nor trade practice shall act to modify any provision of this Agreement. ITSO's rights, powers and remedies in this Agreement, including without limitation the right to suspend, restrict or terminate your access to any portion of the MLS® Database, are cumulative and in addition to and not in substitution for any right, power or remedy that may be available to ITSO at law or in equity. You will not assign this Agreement to any person and any purported assignment is invalid. Lastly, this Agreement constitutes the entire agreement between ITSO and you with respect to the matters referred to in this Agreement and supersedes all prior and contemporaneous agreements and understandings, whether electronic, oral or written, between us and you with respect to such matters. This Agreement may be executed electronically and in counterparts.	 Initials
05	The MLS® Database and MLS® System are protected by copyright laws and are licensed products for the exclusive access to and use of REALTORS® belonging to Member Associations and Authorized Users. Any unauthorized access to or use of the MLS® Database or the MLS® System data is prohibited.	 Initials
06	I acknowledge that use of the MLS® Database and the MLS® System Data is contingent on agreeing to the ITSO End User License Agreement (EULA) and complying with all the terms contained therein. MLS® System Data is subject to privacy legislation, is confidential, and is provided only to assist Authorized Users in preparing presentations for and representing their clients or a specifically identified customer in a trade. More information can be found in the ITSO Privacy Policy.	 Initials
07	Authorized use of the MLS® Database and MLS® System is not transferable to any person for any reason. Authorized Users shall not extend access to, or use of the MLS® System to anyone not specifically authorized by ITSO.	 Initials
08	MLS® System access codes are issued for the individual's sole and exclusive use and shall only be used by the Authorized Users to which they are assigned. The sale, distribution or disclosure of access codes to any unauthorized user or the use of such access codes for any other purpose is prohibited.	 Initials

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09	I hereby promise to comply with, observe, and be bound by the Regional MLS® Rules, the ITSO EULA, any policies relating to the MLS® System as they may exist from time to time; and all restrictions, copyright notice or other limitations of access to and use of the MLS® Database and the MLS® System.	 Initials
10	If I am a registrant under <i>the Act</i> , I acknowledge that I must notify ITSO by 11:59 p.m. of the business day following the time that Real Estate Council of Ontario terminates my registration, or it is suspended, or revoked. I also acknowledge that I must notify ITSO promptly of any change related to my status as a registrant under <i>the Act</i> (Ontario); and/or any other change to the information provided to ITSO of this application, or otherwise.  If I am a member of the Appraisal Institute of Canada (AIC) or the Canadian National Association of Real Estate Appraisers (CNAREA), I acknowledge that I must notify ITSO by no later than 11:59 p.m. the business day following the time that the AIC or CNAREA terminates my membership, or it is suspended, or revoked. I also acknowledge that I must notify ITSO promptly of any change related to my status in the AIC or CNAREA and/or any other change to the information provided to ITSO on this application, or otherwise.	 Initials
11	The minimum term of this Agreement will be one full calendar quarter plus any remaining portion of the current quarter. Fees will not be pro-rated for any period less than the minimum term and no portion of the fee is refundable after this application to become an Authorized User has been accepted by ITSO and a binding Agreement has thereby been formed. Unless otherwise terminated in accordance with this Agreement, the term shall automatically renew from calendar quarter to calendar quarter. I will pay the fees set out under the heading "Subscriber Fees" below when invoiced by ITSO and acknowledge that such fees may change from time to time during the course of the term.	 Initials
12	I acknowledge that I will not be granted access codes until full payment for all applicable fees is received by ITSO. All fees are subject to applicable taxes. Fees may change without notice; prepaid amounts will be subject to any increase or decrease in fees or costs as determined by ITSO from time to time.	 Initials
13	I acknowledge that ITSO reserves the right to amend this Agreement during the course of the term and ITSO may require a new Authorized User application to be submitted at any time. Continued use of the MLS® System after an amendment to the Agreement will be deemed acceptance of the amendment.	 Initials
14	I acknowledge that ITSO reserves the right to terminate my access codes and/or access programs, without notice, in the event of any unauthorized use of, and/or granting unauthorized access to, the MLS® Database, the MLS® System or any other breaches of the provisions of this Agreement. I acknowledge that ITSO may terminate this Agreement for convenience upon 30 days written notice to the Authorized User. The Association shall terminate this Agreement immediately if the Authorized User is a member of the Toronto Regional Real Estate Board (TRREB) or a TRREB partner board and TRREB gives notice of withdrawal from the TRREB Subscriber Access Agreement with ITSO.	 Initials
15	Notwithstanding any sanctions and/or penalties imposed by ITSO, ITSO reserves the right to seek any and all redress and remedies available to it in a civil action against the person and/or any Authorized User permitting the access to or use of the MLS® System by an unauthorized user.	 Initials
16	In no event will ITSO, its affiliates, agents or employees be liable for any direct, indirect, special, incidental, consequential or punitive damages, or any other damages or losses whatsoever, including damages for loss of profits, goodwill, opportunity, earnings, use or data, arising directly or indirectly from or related to this Agreement, the MLS® Database or the MLS® System, or any content or software in connection therewith, regardless of the cause of action and even if one or more of us have been advised of the possibility of such damages or losses, or if such damages or losses would be reasonably foreseeable.	 Initials
17	I hereby consent to ITSO collecting, retaining and using my personal information for the purpose of this Authorized User agreement and the MLS® System in accordance with the ITSO Privacy Policy.	 Initials

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## Authorized User Fees & Payment Options

Authorized Users must pay for a minimum of the next full calendar quarter in full, plus a pro-rated fee of \$100.00+HST (REALTORS®) or \$120.00+HST (Appraisers) per remaining (full or partial) month in the current calendar quarter to a maximum of two full calendar quarters. Quarters commence on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>.

Date of Application	Subscription Period	REALTOR® Fee	Appraiser Fee
<input type="radio"/> January, April, July, October	One Full Calendar Quarter	\$300.00 (+HST)	\$360.00 (+HST)
<input type="radio"/> March, June, September, December	+ One Month Pro-Rated	\$400.00 (+HST)	\$480.00 (+HST)
<input type="radio"/> February, May, August, November	+ Two Months Pro-Rated	\$500.00 (+HST)	\$600.00 (+HST)
<input type="radio"/> January, April, July, October	Two Full Calendar Quarters	\$600.00 (+HST)	\$720.00 (+HST)

**Your total will be invoiced for Visa or MasterCard Payment using a secured online payment system.**

## Applicant Information

Full Name:			
E-Mail Address:		Mobile Phone #:	

<b>REALTORS®</b>	RECO Licence Registration #:		RECO Licence Expiry Date:	
	Broker of Record's Full Name:		Primary Association (Home Board):	
	Broker of Record's E-Mail:		Other Board Memberships:	

## Company Information

Company Name:				
Address:				
City		Prov		Postal Code
Phone #:		Fax #:		

## Signatures

Applicant Signature		Date		Broker of Record/Manager Signature		Date	
Accepted and Approved (please print)							

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