

**Access Member Agreement – Oakville Milton and District Real Estate Board
to access the MLS® Data of the Real Estate Board of Cambridge**

1. In making this Access Application, I agree to abide by the Real Estate Board of Cambridge Inc. By-law, MLS® Rules and Regulations, and any other policies relating to the Multiple Listing Service®, and to limit my use of MLS® Data to authorized purposes. I understand that a copy of the Real Estate Board of Cambridge Inc. rules and regulations is being supplied to me, and that the failure of the Real Estate Board of Cambridge to do so will not relieve me of the obligation of complying with these rules and regulations.
2. I understand that as a condition of being an Access Member I must at all times hold membership as a Broker or Salesperson and must be registered under RECO to trade in real estate and be a member in a real estate board/association in Ontario and I confirm that as of this date, I am a member in good standing of the board/association shown below. I agree to notify the Real Estate Board of Cambridge immediately, if, my RECO registration expires or if my board/association membership is terminated for any reason whatsoever, or if I transfer to another firm and or board/association.
3. I acknowledge and agree that: “MLS® Data” includes any text, images or information gathered, compiled, stored or published as part of the Real Estate Board of Cambridge’s Multiple Listing Service, whether in computerized, electronic, printed or other form; MLS® Data is owned by the Real Estate Board of Cambridge and is protected by copyright, and may not be altered or modified in any way whatsoever; MLS® Data is confidential and is provided only to assist me in representing my Principal or a specific identified customer in the trade of real property; the sale or distribution of MLS® Data in any form is prohibited; MLS® Data may not be used for the purpose of creating a book or for the production of another listing service or other database; the construction of lists containing names and/or addresses derived or assembled from referencing MLS® Data for sale or distribution is prohibited; personal computer access codes and any programs provided by the Real Estate Board of Cambridge to access MLS® Data are for my sole use, and disclosure or sale or redistribution to anyone is prohibited.
4. I acknowledge and agree that access to and use of MLS® Data is solely at the risk of the Access Member and in no event shall the Real Estate Board of Cambridge be liable for any direct or indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the MLS® Data or the programs provided to access the MLS® Data.
5. I understand that the Real Estate Board of Cambridge reserves the right in its sole discretion to deny access to its MLS® Data to any individual at any time for any reason. I understand that the Real Estate Board of Cambridge may terminate this Access Member Agreement without notice or explanation if, in the sole opinion of the Real Estate Board of Cambridge, my use of its MLS® Data is unauthorized; that the termination of this Agreement does not release me from any obligations incurred or liabilities that have arisen in connection with this Agreement; and that this termination is in addition to the Real Estate Board of Cambridge’s right to pursue other remedies against me through my Board, in the courts or elsewhere.
6. I understand that as an Access Member, I am not a member of the Real Estate Board of Cambridge Inc. in any category, and that I have no other privileges or obligations of membership. I hereby apply to become an Access Member for the full calendar quarter from:

January 1 to March 31 _____ April 1 to June 30 _____
July 1 to September 30th _____ October 1 to December 31 _____
7. I understand that I will be responsible for any costs involved in accessing the Real Estate Board of Cambridge Inc.’s MLS® Data, including but not limited to long distance charges or any computer programs needed to access the MLS® Data.

8. I understand that as an Access Member I am entitled to purchase MLS® Data via computer, at a fee to be determined by the Real Estate Board of Cambridge Inc. Board of Directors from time to time. I understand that no portion of this fee is refundable, and that the full amount of the said fee plus any applicable taxes is payable in advance to the Real Estate Board of Cambridge Inc. and must accompany this application. Applications may not be for less than one full calendar quarter or for more than one full year, and fees will be calculated on the following basis:

Example: An application processed on February 10 will be considered to be an application for the second full calendar quarter (April 1 to June 30), and an additional amount covering the full months of February and March must also accompany the application (the fee for one full quarter plus two-thirds of the fee for the part quarter, plus applicable taxes). I understand that my rights to any and all privileges or services as an Access Member automatically lapse, unless they are renewed fifteen (15) days prior to the above-noted expiry date, upon the termination of my membership in my Home Board, or upon the expiry of my RECO registration, whichever is the first to occur.

I hereby subscribe to Computer Access, at a cost of \$99.00 (plus applicable taxes) for each full calendar quarter, pro-rated for any additional part quarter (based on full months). In addition, I understand that I will be responsible for any costs involved in accessing the Real Estate Board of Cambridge Inc.'s MLS® Data, including but not limited to long distance charges or any computer programs needed to access the MLS® Data. All fees are subject to any applicable taxes and may change without notice. Prepaid amounts will be subject to any increase/decrease in fees or costs paid by members of the Real Estate Board of Cambridge Inc. for the same period.

My cheque in the amount of \$_____ is enclosed. NSF cheques will be subject to a \$20.00 charge.

Please mail this Application Form & your cheque to:

Real Estate Board of Cambridge Inc.
75 Ainslie Street North, Cambridge, Ontario N1R 3J7
Phone: 519-623-3660 Fax 519-623-8253

Subscriber Name (please print) and Signature

Date

Broker Name (please print) and Signature

Date

Firm Name (please print)

Board Affiliation

Firm Address (please print)

Firm Telephone Number

Firm Fax Number

E-Mail Address

Subscriber Registration Number (RECO)

Registration Expiry Date

**SCHEDULE “B”
FILOGIX DATA ACCESS AGREEMENT**

TO: REAL ESTATE BOARD OF CAMBRIDGE INC. a (the “**Board**”)

For valuable consideration, the undersigned (hereinafter the “**User**”), being a member or affiliate of the Board, and wishing to obtain Data Access Rights to electronically access the Data through the use of the Filogix Database Management System (hereinafter the “**System**”), for purposes of applying the User’s professional, consulting, or technical expertise for the benefit of clients, does hereby irrevocably covenant, undertake, acknowledge, and agree as follows:

1. The System is the property of Filogix Limited Partnership (hereinafter “**Filogix**”). The contents of any data bases accessed by the User through the System are the property of the Board or any third party supplier.
2. The Board will assign to the User, a User Id for the purpose of enabling remote electronic access to the Data through the System.
3. The User is responsible for security of the User Id and the User shall not:
 - (a) permit any person, other than the User’s employees or agents, who are accessing the data bases on the User’s behalf, use of the User id;
 - (b) use the User Id of any other User;
 - (c) attempt to access, modify, or reverse engineer the computer programs which are part of the System;
 - (d) attempt, examine, or challenge the security arrangements or reveal details of any security mechanism included in the hardware or the System;
 - (e) take any action, which in the opinion of the Board is detrimental to the System.
4. Use of information, products, and services acquired as well as any right or interest granted or obtained under this arrangement is personal as between the User and the Board. Subject to the intention expressed in this provision, any passing of information, products, or services to third parties constitutes a breach of this agreement. Without limiting the generality of the foregoing, the following dealings with information, products, and services are strictly prohibited:
 - (a) transfer, exchange, transmission, gifting, passing, releasing, publishing, sharing or sale of information products;
 - (b) marketing or reselling of the services acquired;
 - (c) acting as an agent for any other person for input or retrieval of information or services from the System;
 - (d) copying, duplicating, modifying, reverse engineering, internally examining and/or emulating any of the information, products or services provided hereunder to develop, or to participate in the development of, any similar or competing information, products or services.

This provision is not intended to prohibit the User from including information, products, and services acquired under the remote electronic access arrangements in any report, opinion, appraisal or other advice prepared by the User applying the User's professional, consulting, or technical expertise for the benefit of clients in the course of acting in the User's capacity as a real estate salesperson or agent.

5. The Board and Filogix shall not be liable to the User for any losses, claims, damages, actions, causes of action, costs, or expense that may result from use of the System or provision of remote electronic access to the Data for any reason whatsoever, including, but not limited to by reason of errors or omissions in the System or within the accessed Data.

6. In addition to the compliance provisions contained within this agreement, the user will also comply with all policies, standards, or procedures as may be issued from time to time by the Board relative to use of the System provision of remote electronic access to the Data.
7. The User shall pay to the Board all applicable fees and charges for use of the System.
8. The User will indemnify and save harmless the Board, Filogix, and their respective agents and employees from and against any and all losses, claims, damages, actions, causes of actions, costs, and expenses that may result from:
 - (a) any default, act or omission of the User, or the User's employees or agents relating to the provisions of this agreement;
 - (b) the use of the User Id provided to the User;
 - (c) any alteration or destruction of Data or computer programs.
9. The Board will suspend the User's access and may suspend the User's membership in the Board at any time if the User does not comply with the provisions of this agreement or if the Board is of the opinion that there is some valid reason for suspending access, which suspension may be issued without notice. Further, the discipline procedure set out in the bylaws of the Board may be applied against the User if the User fails to observe any provision of this agreement.
10. This agreement and the User's right to access may be terminated in the event of default by the User, or in the event the Board's right to provide remote electronic access ceases or terminates.
11. Any manuals or Documentation provided to the User for use of the System are the copyrighted materials of Filogix and the User may not make duplicate copies. Any further copies may be purchased from the Board.
12. The User shall be required to furnish to the Board such reports as the Board may reasonably require from time to time in relation to the User's activities in using the System.
13. Filogix is a beneficiary of the Board, and the rights expressed in this agreement as being in favour of Filogix are held by the Board in trust, and the undersigned acknowledges and agrees that Filogix shall be entitled to enforce the provisions of this agreement stated to be in its favour.

IN WITNESS WHEREOF the User has hereunto set its hand this ____ day of _____, 20____.

)	
Witness)	(Signature of User)
)	
)	
)	(Print Name of User)
)	

BOARD OFFICE USE ONLY
 Approved by: _____
 Approval date: _____
 Password for computer access (6 to 8 characters)
