



# RAHB Subscriber Agreement Form

RAHB Subscriber Access include access to all Listing Data/History in RAHB Matrix System, E-mail, Auto E-mail Prospecting Search, Realtor/Client Reports and CMA Capabilities. To place a listing on RAHB MLS<sup>®</sup>, you would need to provide an "Interboard" data form with applicable fees.

## PLEASE NOTE:

*Access Subscribers DO NOT have access to:*

- *Teranet's GeoWarehouse through RAHB's Matrix System*
- *Listings from the ITSO Real Estate*
- *Advertise on openhouses.ca through Matrix*

I,           PRINT NAME           hereby make application to become a Subscriber with the REALTORS<sup>®</sup> Association of Hamilton-Burlington (RAHB) for access to RAHB's MLS<sup>®</sup> Data for a minimum of one full calendar quarter.

1. In making this Subscriber application I agree to abide by RAHB's Bylaw, MLS<sup>®</sup> Rules and Regulations, and any other policies relating to RAHB's MLS<sup>®</sup> System, and to limit my use of MLS<sup>®</sup> Data to authorized purposes. I understand that a copy of RAHB's MLS<sup>®</sup> Rules and Regulations and Bylaw are available on REALTOR Link<sup>®</sup>, and that the failure of RAHB to provide me with a copy does not relieve me of the obligation to comply with these rules and regulations.
2. I understand and agree, that as a condition of being a Subscriber, I must at all times hold membership as a broker or salesperson in a Real Estate Board/Association in Ontario that are parties to a subscriber agreement, and confirm that as of this date I am a member in good standing of the           PRINT BOARD/ASSOCIATION NAME           (Home Board/Association). I agree to notify RAHB immediately if my 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<sup>®</sup> Data" includes any text, images or information gathered, compiled, stored or published as part of RAHB's MLS<sup>®</sup> System, whether computerized, electronic, printed or other form;
  - MLS<sup>®</sup> Data is owned by RAHB and is protected by copyright, and may not be altered or modified in any way whatsoever;
  - MLS<sup>®</sup> 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<sup>®</sup> Data in any form is prohibited;
  - MLS<sup>®</sup> 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<sup>®</sup> Data for sale or distribution is prohibited;
  - personal computer access codes for any programs provided by RAHB to access MLS<sup>®</sup> Data are for my sole use, and disclosure or sale or redistribution to anyone is prohibited.
4. I understand and agree that access to and the use of the MLS<sup>®</sup> Data are solely at my risk, and I understand that training and support are not provided.
5. I understand and agree that in no event shall RAHB be liable for any direct or indirect, special or consequential damages or any other obligations or liabilities arising out of or in any way connected with my access to the MLS<sup>®</sup> Data.

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6. I understand and agree that RAHB reserves the right in its sole discretion to deny access to its MLS<sup>®</sup> Data to any individual at any time for any reason.
7. I understand and agree that:
  - RAHB may terminate me as a Subscriber without notice or explanation if, in the sole opinion of RAHB, my use of the MLS<sup>®</sup> Data is unauthorized;
  - my termination as a Subscriber does not release me from any obligations incurred or liabilities that have arisen in connection with this Subscriber Agreement; and
  - such termination is in addition to RAHB's right to pursue other remedies against me through my Real Estate Board(s)/ Association(s), in the courts or elsewhere.
8. I hereby consent to RAHB collecting, retaining and using the personal information I have supplied in this Subscriber Agreement for all purposes relating to this Subscriber Agreement. I further consent to RAHB's right to verify my registration with RECO and to make enquiries with my brokerage, or any Real Estate Board/Association of which I am a member, in order to verify the information I have provided in this Subscriber Agreement, and I authorize any such brokerage or Real Estate Board/Association to provide RAHB with such verification.
9. I understand and agree that the minimum term of this Subscriber Agreement will not be for less than one full calendar quarter, and that pro-rated fees may apply.
10. In making this application to subscribe to access RAHB's MLS<sup>®</sup> Data, I understand and agree that I will at all times be held responsible for the accuracy and currency of the information I have provided to RAHB, and that providing false or incomplete information will be sufficient grounds for RAHB to refuse my application or terminate my subscriber privileges. I understand and agree that RAHB may change this Subscriber Agreement form and/or may amend the fees and terms of access to its MLS<sup>®</sup> Data and/or may require that I submit a new Subscriber Agreement at any time, without notice.
11. I understand and agree that:
  - The full amount of the fee is payable in advance to RAHB and must accompany this application;
  - All fees are subject to applicable taxes;
  - Fee may change without notice;
  - Fees are non-refundable;
  - Access fee is \$150/calendar quarter plus pro-rated fee as applicable;
  - Onetime fee of \$25 for activation of Clarity Security (if applicable);
  - Renewal payment is due prior to the first day of the new calendar quarter. If payment is not received by the due date, the RAHB subscription shall not be renewed and shall be deemed to have ceased without notice effective the due date.

## COMPUTER PASSWORD – MANDATORY *(Personal and Confidential)*

Please provide your **temporary “PERSONAL PASSWORD”** in the boxes (minimum of 8 and maximum of 12). You will enter your final password upon completion of the enrollment. This **Password** with the **User ID** will form your **Access Codes**.

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***These access codes are for your sole and exclusive use and may not be shared with or used by any other individual.***

***I understand that Clarity Security has effective automated methods for tracking and identifying any discrepancies as well as an automated remediation process.***

Once your application has been processed, you will receive a e-mail providing you with your User ID and steps outlining how to complete your enrollment with RAHB's MLS<sup>®</sup> System.

## SUBSCRIBER INFORMATION

Name as registered with RECO:	RECO#:
E-mail address:	Cell #:
Status:	<input type="checkbox"/> Broker of Record/Manager <input type="checkbox"/> Broker <input type="checkbox"/> Salesperson

## BROKERAGE ACKNOWLEDGEMENT

Name:	Address:		
Brokerage T:	Brokerage F:		
Signatory Board/Association:	Broker of Record/Manager Name:		
Broker of Record/Manager Signature:	Date: (mm/dd/yy)		

***I hereby understand and accept and agree to abide by all provisions, terms and conditions set out in this Subscriber Agreement Application.***

Signature of Subscriber:	Date: (mm/dd/yy)
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Enclosed is my payment in the Amount of \$ \_\_\_\_\_.

## PAYMENT

Cheque	Cash	VISA	MASTERCARD	Name on card
Card Number:				Expiry date: (mm/yy)
Authorized Signature:			Date: (mm/dd/yy)	

I wish to extend my Subscriber Agreement for a period of \_\_\_\_\_ calendar quarter(s) and I authorize you to charge my credit card in the amount of \$ \_\_\_\_\_ for continuous access to the MLS® System.

I further understand these fees are non-refundable.

**Please submit the completed application via e-mail to [membership@rahb.ca](mailto:membership@rahb.ca) or fax 905.529.4349**

## RAHB OFFICE USE ONLY:

User Code:	Home Board:	Expiry date: (mm/yy)
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