



SUPRA eKEY ACCESS AGREEMENT

NON-MEMBER REALTOR®

LSTAR requires all information to be filled in and the document returned to mls@lstar.ca

Please understand that if we do not receive

all the information along with Photo ID,

we will be unable to process your application.

Forms must be in PDF format, images of the document not accepted

SUBSCRIBER INFORMATION

RECO Trade Name:

(Your Trade Name as Registered with RECO, Not Your Legal Name)

Home Address:

City:

Postal Code:

Email Address:

Cell Phone Number:

Name of your Primary Board you are a member of:

RECO Registration Number:

BROKERAGE INFORMATION

Name of Brokerage:

Business Address:

City:

Postal Code:

Brokerage Phone:

Please check box if you already have Supra access with WINDSOR or OTTAWA.

I hereby subscribe for key box access for _____ month(s). (All months requested are charged upfront, ex. If you indicate 3 months, you will be charged 3 months upfront).

Access is NOT pro-rated and will expire at the end of the month(s) regardless of the day you received access.

Initial Below

Once your application is processed, LSTAR will not issue a refund if you choose to cancel your access before the month end.

TERMS OF USE:

The use of key boxes and access cards is a privilege extended to Members and contract subscribers of the Association only and shall be governed by the terms of any contract entered by them with the Association as well as the Rules of Cooperation including the following:

- a) eKeys are issued and registered for the exclusive use by an individual Member /subscriber and are **NOT TO BE LOANED** under any circumstances, or to be transferred to another individual.
- b) Directions stated in the 'showing instructions' must be strictly adhered to. If you are not aware of the requirements, you are obligated to reach out to the listing REALTOR® before your showing to make sure you are following protocol.
- c) Keys or other entry systems may only be used by Members for the purpose of inspecting properties or showing properties to prospective buyers. Unauthorized use of keys or other entry systems will constitute a breach of this rule. For the purpose of this Section: the making of duplicate keys from the one obtained; failing to return the key to the Listing Brokerage within a reasonable time; and/or the turning over of the key or information on the entry system to any person not authorized by the Listing Brokerage to receive; shall be considered an unauthorized use.
- d) If a Member is unable to keep an appointment, the other Member or seller or tenant must be advised, consistent with the arrangement between the Listing Brokerage and the seller.
- e) You must be a Member in good standing of an Association.
- f) You will be suspended/ terminated if you are in breach of any of your payment obligations.
- g) You are responsible to ensure that you have, the most current version of the Standards, MLS® Policies and MLS® Rules.
- h) It is the responsibility of the subscriber to notify the Association if they wish to extend their agreement once payment is due. If we are not notified by the 1st of the month, a termination of access will be processed. If you wish to obtain key access again, you will be required to fill out another application and come to the Association in person.
- i) LSTAR has the right to refer you to our Professional Standards Committee if you are in breach of any of the guidelines stated in this document or our MLS® Rules and Policies.
- j) In addition to this, LSTAR reserves the right to suspend/terminate if the following rules are in breach as stated in this document. In the event of a breach, Supra Key access may be suspended immediately for 30 days. For the second and any subsequent suspensions, the Board may, in its sole, absolute, and non-reviewable discretion refuse to reinstate your rights under this Agreement.
- k) We reserve the right to adjust fees based on administrative costs and Cost of Living Adjustment (COLA).
- l) If the Association suspends your access, you will not be issued a refund.
- m) If such breach is at any time following your suspension cured, you may apply to us to have your rights under this Agreement reinstated and upon you producing evidence satisfactory to us that such breach has been cured we may elect to lift your suspension and we shall act reasonably in connection with that decision.
- n) Keys removed from key boxes must be replaced immediately following use.
- o) It is the responsibility of the user to ensure that all security precautions are taken prior to departing the property.

OTHER TERMS & CONDITIONS

1) INTRODUCTION AND BACKGROUND

- a) **Legal Agreement.** This subscriber agreement along with all materials referenced herein is a legal agreement between the Subscriber and the Association.
- b) **References.** In this Agreement references to "we", "us" and "our" are to the Association and references to "you", "your" and "yours" are to the Subscriber.
- c) **You Become a Subscriber.** By entering into this Agreement, you become a "Subscriber" as that term is defined in this Agreement. Subject to the terms and conditions of this Agreement, you may, as a Subscriber, access and use the Services, as hereinafter defined.
- d) **Eligibility Requirements.** By entering into this Agreement, you are certifying to us that the information that you have provided in Part 1 is true, correct, and complete and that you meet the following requirements, namely: you are a registrant under REBBA and that you are a member in good standing of your Home Board (the "Eligibility Requirements")
- e) **The Key Box System.** The Key Box System to which this Agreement relates is owned and operated by us, or on our behalf, and is made available to you only under the terms and conditions of this Agreement and will be referred to as the "System".
- f) **Software and Documentation.** The Software and Documentation developed by us, or on our behalf, and owned by us, provide access to the System.

2) DEFINITIONS

- a) **"Acceptable Use Policy"** means our established rules and prohibitions, as modified from time to time, that define acceptable use of the services and any associated features. Unacceptable use is prohibited, and is grounds for loss of privileges, termination of the Agreement, as well as discipline or legal sanctions for violating any applicable laws.

- b) **"Agreement"** means this Subscriber Agreement and any amendments thereto. Unless otherwise stated, all references to a Section shall refer to a Section of this Subscriber Agreement.
- c) **"Association"** means London & St Thomas Association of REALTORS®.
- d) **"Association Requirements"** means any single one or combination of our:
 - i) **"MLS® Policies"**, or its successor document if any, which are in force from time to time.
 - ii) **"MLS® Rules"**, or its successor document if any, which are in force from time to time; "Bylaws" means the Association By- Laws, as amended from time to time.
 - iii) **"Standards"** means the document created or adopted from time to time by our board of directors, relating to the technology needed to access the System; and
 - iv) Acceptable Use Policy.
- e) **"Business"** means the business of trading in real estate as set out or otherwise utilized in REBBA.
- f) **"Documentation"** means the applicable online or hardcopy user documentation providing guidance and instruction for accessing and using the System.
- g) **"Eligibility Requirements"** has the meaning given to that term in Section 1(d).
- h) **"Home Board"** means the real estate board(s) or association(s) that the Subscriber is a member of, as indicated on page one of this Agreement.
- i) **"Intellectual Property"** means all right, title and interest in, or relating to, intellectual property, whether protected, created or arising under the laws of Canada, the United States or any other jurisdiction, including: (i) trademarks, service marks, trade names, business names, brands, brand names, slogans, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof; (ii) copyright, registrations and applications for copyright (and all future income for such copyright), including forms and documentation and computer software programs; (iii) rights and interests in, and to, designs know-how, trade secrets, survey information; (iv) Internet domain names and related e-mail addresses, websites and servers; (v) all other intellectual property rights arising from or relating to, technology; (vi) patents, patent applications and registrations and inventions; and (vii) contracts granting any right exclusively relating to, or under, the foregoing.
- j) **"License"** means the restricted license rights granted by us to you under the Sublease/License Agreement
- k) **"Member"** means a fully paid-up member, in good standing, of the Association.
- l) **"Party"** or "Parties" means, if used in the singular, either you or us, and if used in the plural, both you and us.
- m) **"PIPEDA"** means the Personal Information and Electronic Documents Act of Canada and any successor legislation and any legislation of similar effect in the Province of Ontario, all as amended from time to time.
- n) **"Personal Information"** has the meaning attributed to such term within the provisions of PART 1 of PIPEDA.
- o) **"REBBA"** means the Real Estate and Business Brokers Act, 2002 (Ontario) and regulations made pursuant thereto, all as amended from time to time.
- p) **"Services"** means access to and use of the System. "Services", for the purposes of this Agreement, shall not include any other services, whether web-based, that we may otherwise make available to our Members from time to time.
- q) **"Software"** means the (a) object code version of computer programs and (b) programming code embedded in the Product electronics that enables it to function, provided by GE Security Canada ("GE") as described in Exhibit A, Description of Products, Software and Services.
- r) **"Subscriber"** means the person accepting or signing this Agreement as Subscriber.

3) LICENSE

- a) **Grant of License.** You acknowledge that the License granted to you under the Sublease/License Agreement is subject to the terms of this Agreement and all applicable Association Requirements and is solely for the purpose of, and directly related to the carrying on of your Business in its usual course. We retain the right to determine at any time and from time to time whether your use of the System is in conformance with the terms of the Licence and other provisions of this Agreement.
- b) **You Agree to Terms.** You unconditionally agree to access and use the System only in accordance with the terms of the Licence and this Agreement.
- c) **Association Requirements:** You acknowledge that you have read and are familiar with the Association Requirements and acknowledge that where so stated in this Agreement certain provisions of the Association Requirements form part of this Agreement and may otherwise apply to the administration of this Agreement.
- d) **Updates, modifications, etc.** Any updates, modifications or enhancements to the System made available to you by us, shall be subject to all of the terms and conditions contained in this Agreement.

- e) **We May Change.** We may, at any time and for any reason, elect to modify, discontinue, delete or restrict any aspect or feature of the System, without notice to you or any liability to us or any third party; however, we will make commercially reasonable efforts to provide you with prior notice by means of notice posted on REALTORLink® to subscribers but we shall have no liability to you, if such posting is not made for any reason.
- f) **Agreement Personal to You.** This Agreement and the rights granted to you under this Agreement and the Sublease/License Agreement, including, without limitation, the Licence, are personal to you, which means that you may not sell, assign, rent, distribute, sub-license, or otherwise transfer, or agree to sell, assign, rent, distribute, sub-license, or otherwise transfer all or any portion of those rights or allow any other person access to, or use of the System without our prior written consent, which consent may be withheld in our sole, absolute and non-reviewable discretion.
- g) **You Acknowledge.** You acknowledge that the System was formatted by us: (i) has substantial monetary value; (ii) has a special value due to access only by Members and other users authorized by us; and (iii) is considered our confidential property.

4) CHARGES

- a) As a condition of the rights granted in this Agreement, you will pay us up front the charges that are established by us from time to time. Payment of charges is due as set forth in the attached addendum.

5) RESTRICTIONS ON USE

- a) Except as expressly authorized in this Agreement, you shall not circulate or copy any information obtained through your access to and/or use of the System in any manner, except to:
 - i) Members.
 - ii) Other persons who have entered into a valid subscriber agreement with us, provided that such agreement has not been terminated or suspended (and you assume the responsibility of determining if this is the case); and
 - iii) Potential or actual clients or customers of yours in connection with your Business.

6) INTELLECTUAL PROPERTY

- a) **Our Intellectual Property.** The System, Software and Documentation are proprietary and confidential to us, are protected by the Intellectual Property laws of Canada and international treaties and conventions, and shall remain our sole property. Notwithstanding anything in this Agreement to the contrary, we have sole and exclusive ownership of all right, title and interest in and to the information contained within the System, the Software and Documentation, including all derivative works and all modifications and enhancements thereof, regardless of the form or media in, or on, which the original and other copies may exist. No provision or clause in this Agreement shall be interpreted as an assignment or grant to Subscriber of any right, title, or interest in, or to, Intellectual Property, all privileges pertaining thereto remain our exclusive property (or in some cases, of our subcontractors).
- b) **No Rights Being Obtained.** You are not obtaining any rights in connection with any of our trademarks or service marks. You shall not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels.
- c) **No Modifications.** You shall not de-compile, reverse engineer, disassemble, modify, analyze or otherwise examine or otherwise reduce, the Software to human readable form or create derivative works of the System.
- d) **No Service Bureau Facilities, Etc.** You shall not provide service bureau facilities or commercial time-sharing system to any third party or supporting operations for any third party through the access and/or use of the Software and/or System.
- e) **No Disputing Our Rights.** You shall not, at any time or times, during, or after, the term of this Agreement, question or dispute any of our right, title, ownership, license, and/or other interests in Intellectual Property, the Software, the Documentation, the System nor commit any act or omission which negates, reduces, or impairs any of our rights or interests in any of same; nor file any patent, copyright, and/or other intellectual property application and/or registration relating to any portion of the Software copyright, and/or other Intellectual Property application and/or registration relating to any portion of the Documentation.
- f) **Prompt Notification of Certain Matters.** You shall promptly notify us if you become aware of any
 - i) Error, bug, or security breach in the System or Software.
 - ii) Unauthorized use, reproduction, or distribution of content, the System, the Software or Documentation; and
 - iii) Any breach of the terms of this Agreement. You shall maintain all such information in confidence, shall only disclose the same to us, or as we may direct in writing, except as permitted in this Agreement, and shall not publicize, publicly distribute, or publicly display any such information.
- g) **Validity of Copyrights, Etc.** You recognize the validity of our Intellectual Property. You will cooperate in good faith to secure and preserve our right and title to Intellectual Property in the Software and of all derivative works, as if said products were your own products. You acknowledge and agree that the Software is, in all respects confidential information subject to the terms of this Subsection.
- h) **Continue to Protect Our Rights.** The provisions of this Section 6 shall survive the expiry or termination of this Agreement and you agree upon expiry or termination of this Agreement to continue to protect our Intellectual Property in accordance with the terms hereof.

7) PRIVACY

- a) **Compliance with PIPEDA.** You will ensure any Personal Information that may be collected, used and/or disclosed by you or on your behalf in connection with your access to and use of the System will be collected, used, disclosed and maintained strictly in accordance with the requirements of all applicable privacy legislation including, without limitation, PIPEDA.
- b) **Currency of Information and Listings.** Subject to Section 7(a) above, you shall promptly, and in any event within 60 calendar days, destroy, erase or make anonymous your records and file copies of all of your customer and client Personal Information that is no longer required to fulfill the identified purpose. You will, upon our request, provide a written certification attesting to such destruction or erasure.
- c) **Consent.** You consent to and authorize us to collect, retain, use and disclose all information provided to us regardless of format or medium relating to your access to and use of the System (including, in each case, your personally identifiable information) for all purposes relating to this Agreement, including, without limitation for our own administrative purposes in connection with this Agreement. Such information may be included in a roster or list of persons who obtain access to and use of the System. For purposes of this Section 7(c) "personally identifiable information" shall include, but not be limited to, phone numbers, business and home addresses and employers. You also consent to and direct your Home Board to confirm and provide all information relating to your membership in your Home Board in order that we may, at any time, and from time to time, confirm that you are entitled to be a Subscriber and accordingly be entitled to access and use the System.
- d) **Cessation of Use.** Subject to the provisions of this Agreement, you shall cease all use of all Personal Information received pursuant to this Agreement upon any termination or expiry of this Agreement.

8) CONDITIONS AND RESTRICTIONS ON USE

- a) **Access.** We shall assign a PIN to you to enable you to access the System. Without exception, you are responsible for all activities that occur under your PIN or account. If you discover unauthorized access to or use of your account or PIN, you must notify the Association immediately. We reserve the right from time to time to change the PIN by notice to you, or to require you to change your PIN. You must change your PIN within twenty-four (24) hours after notification of the requirement to change the PIN in order to continue to be entitled to access and use the System.
- b) **Technical Standards.** The Standards list the minimal computer and software configuration together with associated technological criteria to enable you to access, communicate with and use the System. You are solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services (such as long distance phone charges) not owned or operated by or on our behalf, that enable you to access and use the Software and System, and for all expenses relating thereto (plus any applicable taxes). You agree to access and use the Software and System in accordance with any and all operating instructions or procedures that may be issued by us, and amended by us from time to time.
- c) **Performance.** You acknowledge that the operation and availability of the systems used for accessing and interacting with The System, including, the public telephone, computer networks and the Internet or to transmit information, whether or not supplied by you or us, can be unpredictable and may, from time to time, interfere with, or prevent, the access to and/or the use or operation of the software and/or systems necessary for access to and use of the System. We shall not, in any way, be responsible for any such interference with, or prevention of, your access to and/or use of the System.
- d) **Compliance with the Association Requirements.** You agree to comply with all provisions in the Association Requirements. We reserve the right to change or modify the Association Requirements from time to time. Such changes shall become effective five days after we have either notified you in writing of such change, by mail, fax or email, or otherwise, or included notice of such change in the System.
- e) **If you do not comply with the applicable Association Requirements,** or do not comply with a change to any such applicable Association Requirements, after a change becomes effective, you may not be able to access the System and will, furthermore, be in breach of this Agreement. Changes to any of the Standards, the Association's MLS® Policies, or the Association's MLS® Rules, shall be available for review at any time on reasonable notice during our normal business hours at our offices. As well, any changes to the Standards shall be available electronically upon Subscriber accessing the System. You are responsible to ensure that you always have, the most current version of the Standards, MLS® Policies and MLS® Rules.
- f) **Non-Interference.** You shall not attempt to access any of our systems, programs or data that is not licensed under this Agreement, or otherwise made available by us for public use

9) LIMITATION OF LIABILITY

- a) **No Warranties. Etc.** The System, the Software and any databases used or required in connection therewith are provided on an "as is" basis without any guarantee, representation, condition or warranty of any kind, either expressed, implied or statutory, usage of trade or course of dealing including, but not limited to, the implied warranties, conditions and representations of merchantability and fitness for a particular purpose. We make no warranties and assume no liability whatsoever regarding the truth or accuracy, currency, or completeness of any information in the System or databases used or required in connection therewith. You agree that any access to or use of the System is at your own risk.

10) RELEASE AND INDEMNITY

- a) **Release.** You hereby release us and our directors, officers, employees and contractors and all of their respective successors and assigns (the "Association Released Persons") from any and all actions, costs, claims, damages, demands, losses, expenses or liabilities whatsoever or howsoever that you may suffer as a result of, in connection with, or arising out of, your access to, or use of, the System whether or not due to or contributed to by the negligence of any of the Association Released Persons including, without limitation, any direct, indirect, special, consequential, incidental, contingent, punitive or exemplary damages, or damages of any nature including, without limitation, lost profits, howsoever caused, arising in contract, tort (including negligence), fundamental breach, breach of a fundamental term, or otherwise.

- b) **Indemnity.** You agree to indemnify, defend and save harmless the Association Released Persons, from and against all damages, costs and expenses relating in any manner, actual or threatened, to any claim, action, cause of action, or any proceeding made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, any injury, infringement or damage arising from: (i) your access to and use of the System; (ii) any acts or omissions performed by you or under your PIN; (iii) any and all negligent or reckless acts or omissions on your part, including, without limitation, any unauthorized use of the Services, Software or the System, in each case by a third person, or as a result of the sharing of, or failure to take reasonable steps to protect your PIN; (iv) breach of this Agreement except directly by us; or (v) an infringement of any Intellectual Property by you or any person for whom you are in law responsible or any person or entity who gained access to the System by or through you, directly or indirectly, with or without your consent or assistance.
- c) **Indemnity re: Privacy Matters.** You shall indemnify, hold harmless and, at the request of the Association, defend the Association Released Persons from and against any and all costs, expenses, awards of damages or settlements made in relation to any proceedings, complaints, actions or claims, or in relation to compliance by any of the Association Released Persons with any orders or directions given against or to, them by any privacy commissioner, tribunal, person or court, arising from any breach by Subscriber of any of its obligations, as set out in Section 7.
- d) **Association Released Persons.** We act as agent or trustee for the benefit of the other Association Released Persons for the purpose of ensuring that each of them may enforce the benefit of any release or indemnity granted in their favour in this Agreement.

11) TERMINATION/SUSPENSION

- a) **Default.** You will be considered in default of this Agreement if:
 - i) you are in breach of any of your payment obligations, as set forth in Section 4.
 - ii) you are in breach of any of obligations under this Agreement or the Sublease/License Agreement other than your payment obligations, as set forth in Section 4.
 - iii) you are in breach of any provision contained in the Association Requirements that are stated in this Agreement to be incorporated in this Agreement by reference, or are a necessary part of the administration of this Agreement; or
 - iv) you cease to meet the Eligibility Requirements.
 - v) and, with respect to Section 11(a)(i), if such breach is not cured within five (5) days after notice from us, or with respect to Sections 11(a)(ii), 11(a)(iii) or 11(a)(iv), immediately.
 - vi) If you are in default of this Agreement, we may suspend your rights under this Agreement, including your access to and use of the System, without notice to you.
- b) **You May Terminate.** You may terminate this Agreement at any time, provided you give us prior written notice, and if you comply with the termination procedures and obligations, as set forth in the Association Requirements.
- c) **We May Terminate.** If we decide, at any time, not to continue to offer the Services, we may terminate this Agreement provided we give you six months prior written notice, and you shall comply with the termination procedures and obligations contained in the Association Requirements.
- d) **Automatic Termination.** This Agreement will automatically terminate, with immediate effect, if the Sublease/License Agreement expires or is terminated for any reason whatsoever.
- e) **Notification of Changes – Suspension.** You will promptly advise us of any change relating to your registration under REBBA, your Home Board affiliation, the real estate brokerage with whom you are licensed, your address, telephone number or other contact or other information contained in Part 1 of this Agreement and failing which, we shall, upon discovering a change which has not been reported, suspend your rights under this Agreement until you have reported the change.
- f) **Reinstatement. If:**
 - i) your rights have been suspended under this Agreement due to any breach on your part for which your rights under this Agreement may be suspended; and
 - ii) if such breach is, at any time, following your suspension, cured,
 - iii) you may apply to us to have your rights under this Agreement reinstated and upon, you are producing evidence satisfactory to us that such breach has been cured, we may elect to lift your suspension and we shall act reasonably in connection with that decision. The preceding provisions of this Section shall only apply to the first suspension of your rights under this Agreement. For the second and any subsequent suspension, we may, in our sole, absolute and non-reviewable discretion, refuse to reinstate your rights under this Agreement and we shall not be obliged to provide any reasons for such decision.
- g) **Survival of Your Obligations.** You shall not be relieved of any of your obligations under this Agreement, including, without limitation, any payment obligations, during any period that your rights under this Agreement are suspended. Your obligations under this Agreement, including, without limitation, any payment obligations, shall survive the termination of this Agreement for the longest period permitted by law.
- h) **Professional Standards Proceedings.** In addition to any other rights or remedies we may have in connection with an uncured breach of this Agreement by you, we may institute professional standards proceedings against you with your Home Board.

- i) **Rights Cumulative.** No reference to, or exercise of any specific right or remedy by us in connection with any breach of this Agreement by you shall prejudice or preclude us from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity, expressly provided for herein or in the Association Requirements. No such remedy shall be exclusive or dependent upon any other such remedy, but we may, from time to time, exercise any one or more of such remedies, independently or in combination.

12) INJUNCTIVE RELIEF

A violation of Sections 5, 6, 7, and 8 of this Agreement will cause irreparable harm to us, for which damages may not be an adequate remedy and, therefore, you agree that, in addition to any other remedies that may be available to us, we shall be entitled to seek injunctive relief and to recover all costs and expenses, including reasonable lawyer's fees incurred in connection therewith and this Section may be pleaded by us as a bar to prevent you from claiming that an injunction should not be issued. You will also pay us for all reasonable legal fees on a full indemnity basis that we incur in connection with any breach of this Agreement on your part.

13) NOTICES

- a) Any notice, direction or other instrument required or permitted to be given to either you or us shall be in writing and shall be sufficiently given, if delivered personally, or transmitted by email as follows:
- i) if to us, addressed as follows: **London and St Thomas Association of REALTORS®**
342 Commissioners Road West
London ON N6J 1Y3
519-641-1400
- ii) if to you, to your attention to your business address identified in Part 1 of this Agreement.
- b) You or we may change our respective addresses for service from time to time by notice given to the other in accordance with the foregoing.

14) MISCELLANEOUS

- a) **Entire Agreement.** This Agreement combined with the Sublease/License Agreement and the REALTORLink® Association Requirements together with any amendments and updates that we may publish or post on the Association Website from time to time collectively comprise the entire agreement between you and us and supersedes all prior agreements relating to the subject matter of this Agreement and cancels and supersedes all prior understandings, agreements, negotiations and discussions with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties other than as expressly set forth in this Agreement. In the event of any inconsistency between the terms of this Agreement and the terms of the Sublease/License Agreement, the terms of this Agreement shall prevail.
- b) **Time of the Essence.** Time shall be of the essence of this Agreement.
- c) **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario except that no choice of law doctrine shall be used to apply the laws of any other jurisdiction. The Parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- d) **Consent to Jurisdiction.** You consent to the exclusive jurisdiction of the federal and provincial courts located in the Province of Ontario in connection with any action or proceeding to enforce, or arising out of, this Agreement and agree that venue will be proper in such court on any such matter. The Parties agree that a summons and complaint may be served by mail or overnight courier service at their addresses first set forth above or at such other address as such party may have given written notice of in accordance with Section 13.
- e) **Waiver.** The waiver by either Party of any breach or default by the other Party in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.
- f) **Amendments.** Notwithstanding any other provision of this Agreement to the contrary, we may amend, add or remove portions of this Agreement at any time and from time to time without notice to you and then current version shall be posted at the Association REALTORLink® Website. Upon the posting of such version as aforesaid and your access to or use of the Services thereafter, this Agreement shall be deemed to be so amended without your further acknowledgement.
- g) **Severability.** To the extent that any law, statute, treaty or regulation by its terms as determined by a court, tribunal or other governmental authority of competent jurisdiction, is in conflict with the terms of this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by the terms required by such law, statute, treaty or regulation. If any provision of this Agreement shall be otherwise unlawful, void or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible, so as to affect the intent of the Parties. In either case, the remainder of this Agreement shall continue in full force and effect.
- h) **Currency.** All dollar amounts referred to in this Agreement, including the symbol \$, refer to lawful money of Canada.
- i) **Language.** This Agreement and any documents relating thereto have been prepared in the English language at the express request of the parties. Les parties ont exigé et par les présentes confirment leur demande que ce contrat soit rédigé en anglais seulement.
- j) **Headings.** The division of this Agreement into Sections and the use of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- k) **Gender and Number.** In this Agreement words importing a specific gender include all genders and words importing the singular include the plural and vice versa.

- l) **Force Majeure.** We are not responsible for any failure to perform due to causes beyond our reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.
- m) **Assignment and Corporate Reorganization.** This Agreement shall inure to the benefit of and be binding upon any of our successors or assigns.
- n) **Parties.** Nothing contained in this Agreement is intended to confer upon any person other than the Parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement, except with respect to Parties who shall be deemed third party beneficiaries under this Agreement, but solely with respect to those terms that specifically reference a Party or the Parties.

15) ACCEPTANCE

- a) Acceptance. By signing this Agreement where indicated below, you agree and consent to (i) contract with us for the Services in accordance with this Agreement; (ii) receipt of electronic legal notices regarding this Agreement to your email account provided within, or upon accessing the System; and (iii) that you intend to be bound by this Agreement

Signature Acceptance of this Agreement: You acknowledge having received a copy of this Agreement.

DATED this _____ day of _____, 23

Subscriber - Print Name

Signature

*It is **MANDATORY** that the Principal Broker signs this document.
Your application **WILL NOT** be processed without this signature*

Principal Broker - Print Name

Signature

CURRENT PRICING: Monthly Fee: \$48.00 + HST *All fees are subject to any applicable taxes and may change without notice*

Subscriber access runs from the 1st of the calendar month until the end of the month(s) that access has been granted for. If payment and notice of renewal is not received by the 1st of the following calendar month your access will be terminated. If extension for access is requested after a termination, it will be mandatory that a new application is completed and submitted to the board via email.

NOTE: LSTAR does not take credit card information via email for security reasons.

Please provide your contact number in the space below and a member from the MLS® Department will contact you for the information when ready.

Please wait for us to give you a call when we are ready to process your payment

Cell Phone Number: _____

Name of Cardholder: _____

Billing Address on Card: Street: _____

City: _____

Province: _____ Postal Code: _____

*Billing Address assigned to Card is **MANDATORY** to process payment*